City of Alvin, Texas

Gabe Adame, Mayor

Chris Vaughn, Mayor Pro-tem, District B
Keko Moore, At Large Pos. 1
Joel Castro, At Large Pos. 2
Martin Vela, District A

Richard Garivey, District C
Glenn Starkey, District D
Meagan DeKeyzer, District E

Alvin City Council Agenda

Thursday, September 7, 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 **SEPTEMBER 7, 2023,** at 7:00 PM in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE**
3. **PRESENTATION**
   A. Hispanic Heritage Month Proclamation
4. **PUBLIC HEARING**
   A. Public hearing to receive comment on the proposed tax rate of $0.6850 per $100 of valuation for the Fiscal Year 2023-2024 (2023 tax year), which is a tax increase of 26.47% above the No New Revenue Rate for the City of Alvin Fiscal Year 2023-2024.

   B. Public Hearing related to amending the City of Alvin Property Assessed Clean Energy ("PACE") Program to reference Brazoria County, in accordance with the requirements of the Property Assessed Clean Energy Act (The "PACE Act"), as set forth in the Texas Local Government Code Chapter 399.
5. **PUBLIC COMMENT**
6. **CONSENT AGENDA**
   A. Consider approval of the August 17, 2023, City Council Workshop meeting minutes.

   B. Consider approval of the August 17, 2023, City Council meeting minutes.

   C. Consider Resolution 23-R-25, adopting Financial Policies and Procedures for Federal Grants as required for various grant funding opportunities; providing for Open Meetings; and providing for other related matters thereto.

   D. Consider Resolution 23-R-26, adopting Procurement Policies and Procedures for

Federal Grants as required for various grant funding opportunities; providing for Open Meetings; and providing for other related matters thereto.

E. Consider an Interlocal Agreement with Brazoria County for the Fiscal Year 2023-24 Asphalt Improvement Project; and authorize the Mayor to sign upon legal review.

F. Consider Resolution 23-R-27, amending the City of Alvin Property Assessed Clean Energy Act Program to accurately reflect Brazoria County, in accordance with the requirements of the Property Assessed Clean Energy Act (The "PACE Act"), as set forth in the Texas Local Government Code Chapter 399; and providing for other related matters thereto.

G. Consider Resolution 23-R-29, to approve a contingency fee contract with Perdue, Brandon, Fielder, Collins & Mott LLP, for the collection of delinquent Property Assessed Clean Energy (PACE) assessments pursuant to the Texas Local Government Code and the Texas Property Tax Code; and authorize the Mayor to sign the contract upon legal review.

H. Consider Resolution 23-R-28, accepting a $15,000.00 donation from the Southeast Texas Housing Finance Corporation (SETH) to the City of Alvin Police, Fire, and EMS Departments.

I. Consider an expenditure in an amount not to exceed $78,440.00 for the purchase of hot mix asphaltic concrete from American Materials, Inc., utilizing the FY 2022-23 Interlocal Cooperative Purchasing Agreement with Brazoria County for the Wastewater Treatment Plant Asphalt Road Project.

J. Consider an expenditure in an amount not to exceed $51,304.00 for the purchase of road stabilizing materials (cement sand) from Cherry Crushed Concrete utilizing the FY 2022-23 Interlocal Cooperative Purchasing Agreement with Brazoria County for the Wastewater Treatment Plant Asphalt Road Project.

K. Consider an emergency expenditure for the replacement of the water well #6 pump and motor by Alsay Incorporated for an amount not to exceed $119,135.00; and authorize the City Manager to sign related documents.

7. OTHER BUSINESS

A. Consider Ordinance 23-V, adopting the annual budget for the City of Alvin, Texas, for Fiscal Year 2023-24; directing the City Secretary to post a copy of the budget on the City of Alvin website; and setting forth other provisions related thereto.

B. Consider Ordinance 23-W, levying a property tax rate for the Tax Year 2023; directing the Tax Assessor-Collector to assess, account for, and distribute the property taxes as herein levied.

C. Consider Ordinance 23-X, authorizing the conveyance of a portion of an abandoned alley located in Block 14 of Graham's Addition between Johnson and Jackson Streets in the City of Alvin, Texas, by Special Warranty Deed to Maryln A. Ferranti; authorizing the Mayor to sign related documents; and providing for other matters related thereto.

D. Discuss and give staff direction regarding the appointment process for Boards and Commissions.

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

8. REPORTS FROM THE CITY MANAGER

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

9. 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.

10. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, on **THURSDAY August 31, at 5:30 p.m.**

/s/ Dixie Roberts
Dixie Roberts, City Secretary

Removal Date: _______________

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

Office of the Mayor, City of Alvin, Texas

Proclamation

WHEREAS, National Hispanic Heritage Month observation started in 1968 and is celebrated nationwide from September 15th through October 15th; and

WHEREAS, the City of Alvin has had a rich history of Hispanic leadership through City Council, Law Enforcement and Alvin ISD, and it is through that continued service that Alvin has become more culturally diverse and welcoming to all; and

WHEREAS, The Alvin Museum Society will celebrate Hispanic Heritage Month with an Inaugural Exhibit and Fiesta on Saturday, September 9th that will include demonstrations from soldados, ballet folklorico, and other community engagement performances honoring the Latin American culture; and

WHEREAS, the City of Alvin is committed to recognizing Hispanic/Latino culture and heritage as an important part of the city and its strong, inclusive community.

NOW, THEREFORE, I, Gabe Adame, as Mayor of the City of Alvin Texas and on behalf of the City Council do hereby proclaim September 15th through October 15th, 2023, as

Hispanic Heritage Month

in the City of Alvin and encourage all citizens to celebrate the rich legacy and profound impact of the Hispanic and Latino Heritage.

WITNESS my hand and seal this 7th day of September 2023.

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Gabe Adame, Mayor

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of $0.685000 per $100 valuation has been proposed by the governing body of CITY OF ALVIN.

PROPOSED TAX RATE	$0.685000 per $100
NO-NEW-REVENUE TAX RATE	$0.541635 per $100
VOTER-APPROVAL TAX RATE	$0.704687 per $100

The no-new-revenue tax rate is the tax rate for the 2023 tax year that will raise the same amount of property tax revenue for CITY OF ALVIN from the same properties in both the 2022 tax year and the 2023 tax year.

The voter-approval rate is the highest tax rate that CITY OF ALVIN may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that CITY OF ALVIN is proposing to increase property taxes for the 2023 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 7, 2023 AT 7:00PM AT the Alvin City Hall, 216 West Sealy, Alvin, Texas 77511.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, CITY OF ALVIN is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the of CITY OF ALVIN at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

Property tax amount= (tax rate) x (taxable value of your property)/100

FOR the proposal:	Martin Vela, District A	Chris Vaughn, District B
	Richard Garivey, District C	Glenn Starkey, District D
	Meagan DeKeyzer, District E	Keko Moore, At Large Position 1
AGAINST the proposal:	None	
PRESENT and not voting:	Mayor Gabe Adame	
ABSENT:	Joel Castro, At Large Position 2	

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by CITY OF ALVIN last year to the taxes proposed to be imposed on the average residence homestead by CITY OF ALVIN this year.

	2022	**2023**	**Change**

Total tax rate (per $100 of value)	$0.710000	$0.685000	decrease of -0.025000, or -3.52%
Average homestead taxable value	$199,003	$185,088	decrease of -13,915, or -6.99%
Tax on average homestead	$1,412.92	$1,267.85	decrease of -145.07, or -10.27%
Total tax levy on all properties	$13,524,527	$15,776,761	increase of 2,252,234, or 16.65%

For assistance with tax calculations, please contact the tax assessor for CITY OF ALVIN at (979) 864-1320 or taxoffice@brazoriacountytx.gov, or visit https://www.brazoriacountytx.gov/departments/tax-office for more information.

AGENDA COMMENTARY

Meeting Date: 9/7/2023

Department: City Manager

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

Agenda Item: Public Hearing related to amending the City of Alvin Property Assessed Clean Energy ("PACE") Program to reference Brazoria County, in accordance with the requirements of the Property Assessed Clean Energy Act (The "PACE Act"), as set forth in the Texas Local Government Code Chapter 399.

Type of Item: Public Hearing

Summary: The City of Alvin implemented a PACE program on June 1, 2023. The amended Program Report and exhibits correct a minor administrative error found within the documents where "Wise" County was inadvertently mentioned in multiple instances instead of "Brazoria" County. Because of said error, an additional public hearing is required to amend the documents relating to the Pace Program within the City.

PACE is an innovative way to finance energy efficiency, water efficiency, and renewable energy upgrades for commercial, industrial, and large multifamily (five or more dwelling units) real property. Property owners who participate in the program repay the financing through a voluntary contractual assessment collected together with their property taxes. 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 align the costs of energy and water efficiency improvements with the utility savings provided by the improvements. PACE financings are 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.

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:
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 participation in the City of Alvin PACE Program.

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 City of Alvin PACE Program.

Funding Expected: Revenue _ Expenditure _ N/A X **Budgeted Item:** Yes __ No _ N/A X
Funding Acount: ___ **Amount:** ____ **1295 Form Required?** Yes __ No X
Legal Review Required: N/A __ Required X **Date Completed:** 8/30/2023 SLH
Finance Review Required: N/A X Required __ **Date Completed:** ________

Supporting documents attached:
None

Recommendation: Public Hearing - No Action on this Item

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

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

CALL TO ORDER

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

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

WORKSHOP BUSINESS

Discuss the FY2023-2024 Budget.

Mr. Roland highlighted the adjustments to the proposed budget since the last workshop. Increasing the tax rate proposed by the city manager to the proposed rate of .06850 requested by members of council, along with increasing the EMS fee from $6.00 to $7.00 per month as discussed in the last budget workshop will increase the general fund by approximately $153,000 and the operating fund by approximately $37,000. By including these changes in the proposed FY 23-24 budget, staff was able to incorporate City Councils' request that employees annual pay increases be amended to a 2% step, 3% cost of living, and 2% merit. The proposed budget is set for consideration for final approval at the September 7, 2023 meeting.

Presentation from the VFW regarding the prospective acquisition of the former Alvin EMS Station located at 709 E. House St.

Members of the local VFW Post 5237, Kyler Swager, Commander, Tyler Ratliff, and Trey Bennett, Chaplain, presented this item before City Council with explanation. Mr. Swager began by defining the Mission Statement of VFW, which is to provide the Veterans of Brazoria County and surrounding areas with a centralized resource center that excels in providing quality customer service and resources to our nation's veterans. As a part of possibly utilizing the former Alvin EMS building on House Street, they hope to provide future services including a gym, counseling and mental health, employment and education, benefits and resources assistance, veteran connections and veteran after-care services. To that end, Alvin VFW is endeavoring to partner with Warriors Refuge, a homeless veterans' shelter located in the southern part of the county. Their organization provides licensed counselors for mental health services and educational employment services. Other organizations that have expressed interest in partnering with Alvin VFW include the Texas Workforce Commission, the PTSD Foundation and the Hero Program. There are 93,000 veterans within 30 miles of Alvin and the hope is that by utilizing this facility and partnering with these organizations, they can expand services to ultimately benefit not just Alvin but surrounding communities as well. This will be the first facility in the nation of its kind. Discussion was had on how the space will be utilized for gym and fitness use, which will be open to the public to generate revenue for operating costs. Planet Fitness will be donating equipment to set up the gym amenities. Further discussion was had on renting out portions of the building for office/meeting spaces.The options of leasing the building to the VFW, or selling it were discussed, and the realities of the renovations that will be required. The target date for commencing operations with Planet Fitness is October 15th. Staff was asked to followup with Alvin ISD to discuss the terms of the contract currently in place for use of the building to store and auction off AISD items. An executive session with City Council will be held in the near future.

ADJOURNMENT

Mayor Adame adjourned the meeting at 6:41 p.m.

PASSED and APPROVED the 7th of September, 2023.

ATTEST:

____
Gabe Adame, Mayor

____
Dixie Roberts, City Secretary

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL REGULAR MEETING
THURSDAY, AUGUST 17, 2023
7:00 PM

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular Session at 7:00 PM in the Council Chambers at City Hall, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Chris Vaughn; Councilmembers: Martin Vela, Keko Moore, Joel Castro, Glenn Starkey, Richard Garivey and Meagan DeKeyzer.

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

INVOCATION AND PLEDGE OF ALLEGIANCE

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

PRESENTATION

Presentation from Mental Health Detective Jenny Humbird.

Jenny Humbird, Mental Health Detective, presented this item before City Council with explanation. Chief Lee also summarized how Senate Bill 26 might be a source for future grant resources. If eligible, the City of Alvin Police Department could utilize this grant funding for various staffing options including a partnership with Community Health Network.

PUBLIC HEARING

Public hearing to receive comment on the proposed Fiscal Year 2023-24 Annual Budget.

Mayor Adame opened the public hearing at 7:30 p.m. Dick Tyson presented comments regarding the tax rate, certificates of obligation and due diligence. Garret Price presented comments regarding the proposed tax rate, rates of surrounding cities and keeping an eye on the future to protect Alvin from rising debt obligations. Mayor Adame closed the public hearing at 7:39 p.m.

PUBLIC COMMENT

Kathleen Holton presented comments regarding allowing the tax payers to vote on the purchase of the YMCA building, rather than City Council voting for the Certificates of Obligations at this meeting.

CONSENT AGENDA

Council member Starkey requested the Amendment to the Shuttle Bus Funding Agreement with Actions Inc. be removed from the consent agenda.

Consider approval of the August 3, 2023 City Council Budget Workshop minutes.

Consider approval of the August 3, 2023 City Council meeting minutes.

Consider approval of the August 8, 2023 City Council Budget Workshop minutes.

Consider the lease of nine (9) new vehicles with Enterprise Fleet Management, for an amount not to exceed $93,688.00 annually; and authorize the City Manager to sign the Open-End (Equity) Lease Rate Quote on the terms set forth herein and in the Master Equity Lease Agreement upon legal review.

Since January 7, 2016, the City has been utilizing The Interlocal Purchasing System (TIPS) and the Texas-Arkansas Purchasing System (TAPS) to execute agreements with Enterprise Fleet Management for the replacement of the City's fleet with leased vehicles. TIPS/TAPS are purchasing cooperatives that offer state and local governments access to competitively procured purchasing contracts. The purpose of TIPS/TAPS is to provide substantial savings and best value for participating members through cooperative purchasing practices. The lease program allows the City of Alvin's Fleet Maintenance program to focus on the maintenance of City-owned vehicles and heavy equipment.

The nine (9) vehicles presented to the Council tonight were approved in the FY23 budget to replace currently City-owned vehicles that have served their useful life or are a new addition to the fleet for a new position approved in the FY23 budget. The table below outlines each department with the current city-owned vehicle information, the new proposed lease vehicle replacement for each department, the lease terms, and the monthly/annual costs.

Dept.	Current Vehicle/Unit ID Number	New Lease Replacement Vehicle	Lease Term	Monthly/Annual cost
Police	2014 Ford Fusion #800	2024 Nissan Pathfinder	60 months	$747.65 / $8,971.80
Police	2014 Ford Fusion #801	2024 Nissan Pathfinder	60 months	$747.65 / $8,971.80
Police	2015 Ford Fusion #821	2024 Nissan Pathfinder	60 months	$747.65 / $8,971.80
Police	2016 Ford Taurus #838	2023 Dodge Durango Pursuit	60 months	$1,333.85 /$16,006.20
EMS	2013 Ford Explorer #771	2024 Nissan Pathfinder	60 months	$634.80 /$7,617.60
EMS	(2) 2011 Ford Fusions #759 & 760	2023 Chevrolet Silverado 2500HD Crew Cab	60 months	$846.15 /$10,153.80
Parks	2008 Ford E350 Van	2024 Ram 2500 w/service body	60 months	$958.37 / $11,500.44
Parks	New Addition	2024 Ram 2500 w/service body	60 months	$958.37 / $11,500.44
Utilities	2011 F150 Crew Cab #757	2024 RAM 1500 Crew Cab	48 months	$832.84 / $9,994.08
				$7,807.33 / $93,687.96

The EMS Department is opting to replace two (2) small sedan response vehicles with one (1) full-size crew cab truck that will be assigned to the EMS Assistant Director to be utilized as a response vehicle and for Emergency Management events. There were seventeen (17) vehicles in the FY23 budget identified for replacement. Six (6) were approved to be ordered at the July 6th City Council meeting. If the nine (9) vehicles in this agenda item are approved, there will be two (2) additional vehicles to be ordered, a Fire Brush truck and an Animal Control truck. Those vehicles require specialized equipment we are currently awaiting proposals for. Once the vehicle equipment proposals are obtained, those vehicle proposals will be presented to the Council for consideration.

Staff recommends approving the nine (9) proposed lease vehicles and continuing the lease program as the lease program includes maintenance for non-emergency vehicles, an estimated higher resell value at the end of the lease, and the option to continue the lease if there is a financial advantage remaining at the end of the lease. The City-owned vehicles being replaced with these leases will be auctioned and the City will recover the sale proceeds.

Consider an amendment to the Shuttle Bus Funding Agreement with Actions, Inc. for the purpose of the City assisting Actions Inc. with the purchase of fuel for the Shuttle Bus used to transport senior citizens to approved locations within the City of Alvin; and authorize the City Manager to sign the amended Agreement upon legal review.

Actions Inc. is an organization that helps serve the needs of the senior citizens of Brazoria County. The Alvin Senior Center houses one of many Actions programs throughout the county. In 2020, ActionS received a Community Block Development Grant ("CBDG") from Brazoria County for the purchase of a shuttle bus to assist with the transportation of senior citizens in the Alvin area. On May 5, 2020, the City provided ActionS with $32,000 to be used in conjunction with the CDBG Grant from Brazoria County to purchase a properly equipped shuttle bus with wheelchair abilities ("Shuttle Bus"), to transport senior citizens to approved locations within the City of Alvin. ActionS purchased the Shuttle Bus on or about May 22, 2020.

On July 15, 2021, City Council approved a Funding Agreement documenting the understanding between ActionS, Inc. and the City of Alvin. This Agreement stipulated that ActionS would assume responsibility for hiring drivers, their training, operating the vehicle, vehicle upkeep, fuel, and insurance related to the Shuttle Bus. Additionally, they were required to display signage on the back of the shuttle bus or another noticeable spot on the vehicle, acknowledging the funding support from Brazoria County and the City of Alvin, and this condition was duly fulfilled.

During the August 8, 2023 City Council budget workshop, a request was made asking the city to monetarily assist Actions, Inc. to help offset fuel expenses associated with the operation of the Alvin Shuttle Bus for seniors. The request from Actions Inc. stems from budgetary constraints caused by reduced grant funding, as well as the added factor of increased fuel costs. After discussion was held at the budget workshop, members of City Council asked that $15,000 be incorporated into the Fiscal Year 2023-24 budget to accommodate Actions Inc.'s request for funding.

Included in your packet are copies of the most recent semi-annual reports provided by Actions Inc., as required by the initial Agreement, concerning the utilization of the shuttle bus at the Alvin Senior Center. Staff recommends approval of the Funding Agreement with Actions Inc.

This item was removed from the consent agenda by Council member Starkey.

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

OTHER BUSINESS

Item removed from consent agenda by Council member Starkey: Consider an amendment to the Shuttle Bus Funding Agreement with Actions, Inc. for the purpose of the City assisting Actions Inc. with the purchase of fuel for the Shuttle Bus used to transport senior citizens to approved locations within the City of Alvin; and authorize the City Manager to sign the amended Agreement upon legal review.

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On July 15, 2021, City Council approved a Funding Agreement documenting the understanding between ActionS, Inc. and the City of Alvin. This Agreement stipulated that ActionS would assume responsibility for hiring drivers, their training, operating the vehicle, vehicle upkeep, fuel, and insurance related to the Shuttle Bus. Additionally, they were required to display signage on the back of the shuttle bus or another noticeable spot on the vehicle, acknowledging the funding support from Brazoria County and the City of Alvin, and this condition was duly fulfilled.

During the August 8, 2023 City Council budget workshop, a request was made asking the city to monetarily assist Actions, Inc. to help offset fuel expenses associated with the operation of the Alvin Shuttle Bus for seniors. The request from Actions Inc. stems from budgetary constraints caused by reduced grant funding, as well as the added factor of increased fuel costs. After discussion was held at the budget workshop, members of City Council asked that $15,000 be incorporated into the Fiscal Year 2023-24 budget to accommodate Actions Inc.'s request for funding.

Included in your packet are copies of the most recent semi-annual reports provided by Actions Inc., as required by the initial Agreement, concerning the utilization of the shuttle bus at the Alvin Senior Center. Staff recommends approval of the Funding Agreement with Actions Inc.

This item was removed from the consent agenda by Council member Starkey. Council member Starkey stated he requested this item be removed to clarify that the shuttle bus should be parked here in Alvin rather than Angleton to lower the cost of fuel. He proposed reducing the agreement from $15,000 to $12,000 for fuel costs. Discussion was had on the benefits and drawbacks of and reasons for not parking the shuttle here in Alvin and the fluctuating cost of fuel. It was mentioned the decision to keep the shuttle parked in Angleton was for security purposes when the catalytic converter was stolen. After discussion, City Council was agreed to the original pledge of $15,000 and to authorize the amendment to this agreement.

Council member Castro moved to approve an amendment to the Shuttle Bus Funding Agreement with Actions, Inc. for the purpose of the City assisting Actions Inc. with the purchase of fuel for the Shuttle Bus used to transport senior citizens to approved locations within the City of Alvin; and authorize the City Manager to sign the amended Agreement upon legal review. Seconded by Council member Garivey; motion carried with all members present voting Aye.

<u>Consider Ordinance 23-R, authorizing the issuance of City of Alvin, Texas, Tax and Revenue Certificates of Obligation, Series 2023; for the construction, acquisition and equipment of City parks and recreational facilities, including the acquisition of a facility located at or near 3201 South Highway 35, Alvin, Texas 77511; and the cost of professional services related thereto; levying a tax and providing for the security and payment thereof; and enacting other provisions relating thereto.</u>

On June 15, 2023, City Council authorized the publishing of a notice of the City's intent to issue $6.150,000 in Certificates of Obligations for the purpose of funding the construction, acquisition and equipment of City parks and recreational facilities:

Project Name	Estimated Project Costs
Purchase of a Parks Facility	$6,150,000
Total:	***$6,150,000***

City staff participated in a ratings call with Standard & Poor's on July 31, 2023. Standard & Poor's affirmed the City's Revenue Bond rating of AA on the Series 2023 Certificates of Obligations on August 7, 2023. According to S&P Global Ratings, a corporation or entity with an AA-rating is defined as having "very strong capacity to meet its financial commitments".

The Series 2023 Certificate of Obligation Bonds are scheduled to be competitively bid at 10:00 a.m. on August 17, 2023. Thereafter, staff will know the exact dollar amount of bonds (principal and interest) that will need to be issued to cover the project costs as well as other bond issuance costs. The City's Financial Advisors will be at the City Council meeting to present the results of the sale and request City Council to approve Ordinance 23-R authorizing the bond sale. Should City Council authorize the issuance of the Series 2023 Certificate of Obligation Bonds, the bonds are expected to close, with funds deposited into the City's accounts on September 19, 2023.

Michael Higgins, Director of Administrative Services/Chief Financial Officer, presented this item before City Council with explanation. Mr. Higgins introduced James Gilley and Jonathan Frells with Bracewell, who summarized the results of the bids, with TD Securities securing the sale at an interest rate of 4.01 percent. Discussion was had on the possible outcomes if City Council decided not to issue Certificates of Obligation and how it might affect acquiring the YMCA building in the future. There was also discussion had regarding the positive response from the community.

Council member Starkey moved to approve Ordinance 23-R, authorizing the issuance of City of Alvin, Texas, Tax and Revenue Certificates of Obligation, Series 2023; for the construction, acquisition and equipment of City parks and recreational facilities, including the acquisition of a facility located at or near 3201 South Highway 35, Alvin, Texas 77511; and the cost of professional services related thereto; levying a tax and providing for the security and payment thereof; and enacting other provisions relating thereto. Seconded by Council member Garivey; motion carried with Council members Starkey, Vela, Garivey and Vaughn voting Aye and Council members Castro, Moore, and DeKeyzer voting No.

<u>Consider Ordinance 23-S, amending Chapter 28, Comprehensive Fee Ordinance of the Code of Ordinances of the City of Alvin, TX, for the purpose of revising certain water and wastewater fees for residential and commercial customers; providing for a ten percent (10%) penalty for late payment; providing for an</u>

effective month of October billing cycles for the Fiscal Year 2023-24; and setting forth other provisions related thereto.

In January 2021, the City engaged the services of a consultant to draft a Wastewater Master Plan, Sanitary Sewer Evaluation Study (SSES), and Water/Wastewater Rate Study. The Wastewater Master Plan was completed in 2022 and identified approximately $115.8 million in utility projects to be completed over the next 20 years. These improvements are necessary to provide for future growth, replace aging infrastructure, improve efficiency, and keep the City in compliance with TCEQ regulations.

Also, in 2022, the City completed a water & wastewater rate study to develop a multi-year plan of rate increases that would provide sufficient revenues to implement the first 5 years of capital improvements identified in the Wastewater Master Plan to fund water & wastewater operations & maintenance, and to fund the annual principal and interest on debt. The total projected cost of projects for the first 5 years is approximately $95 million. The projects identified for the first 5 years are needed to address the existing water & wastewater system problems and are needed to serve anticipated growth that the existing system does not have the capacity to currently serve. Those projects include:

Project	**Cost (in 2022 Dollars)**
2.5 MGD Expansion of WWTP (to 7.5 MGD)	$69.5M
Lift Station 8 Improvement Phase 1	$4.1M
Lift Stations 2 & 3 Rehab	$1.4M
Lift Station 33 Rehab	$2.0M
Hwy 6 Lift Station Consolidation - Phase 1	$6.0M
SCADA for WWTP	$2.4M
SSES	$9.5M

In January 2023, the City held a City Council workshop in which the City's consultants presented the results of the Wastewater Master Plan, the SSES, and the water & wastewater rate study. The rate study identified the need to increase water and wastewater rates to implement the projects identified in the Wastewater Master Plan and the SSES study. For FY 2023-24, the consultant recommended a 13% increase in water/wastewater rates. However, to mitigate the consultant's recommended 13% increase in water/wastewater rates, staff reprioritized some projects and proposed applying additional impact fees to the estimated cost of the WWTP expansion project. As a result, during the August 8th Budget Workshop, staff presented and recommended to city council that only a 10% increase in water/wastewater rates was warranted for FY 2023-24. This calculates to a $9.05 monthly increase to the average residential customer, using 5,000 gallons per month.

The proposed water rates are as follows:

Water	**Current Rate**	**10% rate increase**	**Proposed Rate**
Base 2,000 Gallons			
Residential	$22.17	$2.22	$24.39
Commercial	$23.26	$2.33	$25.59
Per 1,000 (2,000 – 7,000)	$5.66	$0.57	$6.23
Per 1,000 (7,001 – above)	$8.65	$0.87	$9.52

Wastewater	**Current Rate**	**10% rate increase**	**Proposed Rate**
Base 2,000 Gallons			
Residential Base	$34.37	$3.44	$37.81
Commercial Base	$35.36	$3.54	$38.90
Per 1,000 (2,000 – 7,000)	$5.66	$0.57	$6.23

Staff recommends adoption of Ordinance 23-S.

Michael Higgins, Director of Administrative Services/Chief Financial Officer, presented this item before City Council with explanation.

Council member DeKeyzer moved to approve Ordinance 23-S, amending Chapter 28, Comprehensive Fee Ordinance of the Code of Ordinances of the City of Alvin, TX, for the purpose of revising certain water and wastewater fees for residential and commercial customers; providing for a ten percent (10%) penalty for late payment; providing for an effective month of October billing cycles for the Fiscal Year 2023-24; and setting forth other provisions related thereto. Seconded by Council member Starkey; motion carried with all members present voting Aye.

Consider Ordinance 23-T, amending Chapter 28, Comprehensive Fee Ordinance, for the purpose of setting certain solid waste collection and disposal fees for residential, commercial, and roll-off containers; providing for a ten percent (10%) penalty for late payment; providing for an effective date of October 2023 billing cycles; and setting forth other provisions related thereto.

The City's ordinance requires that solid waste rates be increased, at minimum, based on the annual CPI-U index rate for the Houston-Galveston-Brazoria, Texas area. The ordinance also allows the consideration of other factors to determine if an additional increase in solid waste rates is warranted.

City council approved a 12% contractual increase in costs from our solid waste provider in June 2023. As a result, staff is recommending increasing the FY24 solid waste rates by 12.0% for commercial and residential customers – resulting in an approximate $1.50 monthly increase to residential solid waste bills.

The City accounts for solid waste revenues and expenses in the Sanitation Fund. Over the past few years, the City has been able to sustain a "healthy" fund balance in the Sanitation fund as a result of the CPI-U provision in the City's ordinance and other factors. Due to the contractual CPI-U increase in costs from our Sanitation Waste provider, staff is recommending that City Council consider the following solid waste rates for both residential and commercial businesses. The proposed rate increase was recommended and presented to City Council at the August 3rd budget workshop.

Type	FY22	FY23	FY24	Inc(Dec)	Inc%
Residential (garbage monthly charge)	$10.20	$11.07	$12.40	+$1.33	
Residential (bulky trash)	$ 1.30	$1.41	$1.58	+$0.17	
Residential Total	**$11.50**	**$11.50**	**$13.98**	**+$1.50**	**12%**
Commercial	+12%				

Should the City Council elect to increase the rate by 12%, then both residential and commercial rates will reflect an increase that will take effect in the first billing cycles in October 2023. Staff recommends approval of Ordinance 23-T using the proposed rates.

Michael Higgins, Director of Administrative Services/Chief Financial Officer, presented this item before City Council with explanation.

Council member Castro moved to approve Ordinance 23-T, amending Chapter 28, Comprehensive Fee Ordinance, for the purpose of setting certain solid waste collection and disposal fees for residential, commercial, and roll-off containers; providing for a ten percent (10%) penalty for late payment; providing for an effective date of October 2023 billing cycles; and setting forth other provisions related thereto. Seconded by Council member Moore; motion carried with all members present voting Aye.

Consider Ordinance 23-U, amending Chapter 28, Comprehensive Fee Ordinance, of the code of ordinances, City of Alvin, Texas, for the purpose of revising certain Emergency Service Fees; providing for the utility fee for Emergency Medical Services amendment to be added to residential utilities for an effective date of October 2023; and setting forth other provisions related thereto.

The City's Emergency Medical Service operation is funded from receipts of medical service charges billed/collected by our contracted billing company, Medicare/Mediaid receipts, contractual payments from the Emergency Service District (ESD), Hillcrest EMS/Fire Service, as well as the EMS Utility Fee (adopted per Ordinance 29-U and Ordinance 19-AA). Currently, the Emergency Medical Service's current revenues are not able to adequately support current operations amid the ever-changing insurance updates, increased deductibles, and/or ill-timed (or no) receipt of payments. Net Operating losses have occurred in the EMS fund in Fiscal Year 2017 through Fiscal Year 22, with a projected Fiscal Year 2023 net operating loss at year end.

In order to provide sustainable revenues for EMS operations, City staff is recommending a $1 increase (from $6 to $7) to the EMS utility fee for residential units. The additional $1 increase is estimated to generate about $103,275 in additional revenue to service and sustain EMS operations. The immediate benefit to Alvin residents allows the City to forgive the residents' EMS bills that are not covered by a third-party insurance carrier. In other words, anyone who lives in the City would not be financially responsible for any EMS bill that is not covered by insurance. City council and staff discussed increasing the EMS utility fee at the budget workshop held on August 8, 2023. Should City Council elect not to adopt Ordinance 23-U, the EMS fund is projected to incur a negative cash flow by the end of FY24. Staff recommends the approval of Ordinance 23-U.

Michael Higgins, Director of Administrative Services/Chief Financial Officer, presented this item before City Council with explanation. Ron Schmitz, Director of EMS, summarized the need for this increase, and how all Emergency Services are being impacted similarly in the surrounding communities.

Council member Garivey moved to approve Ordinance 23-U, amending Chapter 28, Comprehensive Fee Ordinance, of the code of ordinances, City of Alvin, Texas, for the purpose of revising certain Emergency Service Fees; providing for the utility fee for Emergency Medical Services amendment to be added to residential utilities for an effective date of October 2023; and setting forth other provisions related thereto. Seconded by Council member Vela; motion carried with all members present voting Aye.

<u>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.</u>

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

REPORTS FROM THE CITY MANAGER

<u>Items of Community Interest and review preliminary list of items for next Council meeting.</u>

Mr. Junru Roland announced items of community interest; and he reviewed the preliminary list for the September 7, 2023, City Council Meeting.

ITEMS OF COMMUNITY INTEREST

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

Council member Garivey expressed thanks to Brandon Moody, the Director of Public Services, for taking care of the issues he has brought to their attention recently. He also extended kudos to Chief Lee and Dan Kelinske for their efforts and their timely responses, which have been greatly appreciated.

Council member Vela expressed thanks to Alvin EMS for taking care of his medical emergency this past week. He also extended kudos to Alvin Police Department for the job they have been doing in the School Zones since school has started. He also commented that the Parks Department looks very professional in their new shirts.

Council member Starkey mentioned the Alvin Shopping Center restoration on Gordon Street looks very nice. He also mentioned the Hispanic Heritage Fiesta coming up on September 9.

ADJOURNMENT

Mayor Adame adjourned the meeting at 8:34 p.m.

PASSED and APPROVED the 7th of September, 2023.

ATTEST:

______________________________	______________________________
Gabe Adame, Mayor	Dixie Roberts, City Secretary

CITY OF ALVIN EST. TEXAS 1879

AGENDA COMMENTARY

Meeting Date: 9/7/2023

Department: Administration - Asst. City Manager

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

Agenda Item: Consider Resolution 23-R-25, adopting Financial Policies and Procedures for Federal Grants as required for various grant funding opportunities; providing for Open Meetings; and providing for other related matters thereto.

Type of Item: Resolution

Summary: Through a recent review of a current grant received through the General Land Office (GLO) (CDBG-DR 20-065-060-C-175), it was requested that the City update its Financial Policies and Procedures pertaining to federal grants. The policies and procedures outlined in Resolution 23-R-25 are essential for ensuring the City's compliance with Federal Grant Guidelines and enhancing our ability to secure and manage grant funding opportunities effectively.

These policies and procedures have been reviewed and vetted by Grant Works, who serves as the City's grant manager for this project. Included in the packet is the Grant Review Information and Response sent to their findings. These documents are related to items 6C and 6D. Staff recommends approval of Resolution 23-R-25.

Funding Expected: Revenue _ Expenditure _ N/A X **Budgeted Item:** Yes __ No _ N/A X

Funding Acount: ___ **Amount:** ____ **1295 Form Required?** Yes __ No __

Legal Review Required: N/A __ Required X **Date Completed:** 8/30/2023 SLH

Finance Review Required: N/A __ Required X **Date Completed:** 8/30/2023 MH

Supporting documents attached:
1. Res 23-R-25; Grant Policies Procedures
2. Exhibit A - Financial Policies & Procedures; Federal Grants
3. Grant Review
4. Response to Grant Review

Recommendation: Move to approve Resolution 23-R-25, adopting Financial Policies and Procedures for Federal Grants as required for various grant funding opportunities; providing for Open Meetings; and providing for other related matters thereto.

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

RESOLUTION NO. 23-R-25

A RESOLUTION OF THE CITY OF ALVIN, TEXAS, ADOPTING FINANCIAL POLICIES AND PROCEDURES FOR FEDERAL GRANTS AS REQUIRED FOR GRANT FUNDING OPPORTUNITIES; PROVIDING FOR OPEN MEETINGS; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Alvin agrees to adopt and implement the attached Exhibit A – Financial Policies and Procedures for use in the implementation and administration of Federal Grants received by the City, in addition to any other applicable city policies and procedures; and

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

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

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

PASSED AND APPROVED this the 7th day of September 2023.

CITY OF ALVIN, TEXAS	ATTEST:
By:____________________________	By:_____________________________
Gabe Adame, Mayor	Dixie Roberts, City Secretary

CITY OF ALVIN

216 West Sealy Street ♦ Alvin, Texas 77511 ♦ (281) 388-4255 ♦ www.alvin-tx.gov

Financial Procedures for Federal Grant Administration

INTRODUCTION

The purpose of financial management policies is to provide sound guidelines in planning the City's financial future. The City of Alvin considers the expenditure of funds to be an important responsibility and requires all persons involved with the purchase of goods or services to exercise good judgment in spending taxpayers' money.

SCOPE OF AUTHORITY

The City Council is responsible for budgetary approval of all City funds.

Financials

A. Bank Depository

The City maintains funds in a Bank, designated as its depository for banking services. The City Council reviews the selection every three (3) to five (5) years unless circumstances deem otherwise.

B. Accounts Payable

Four (4) individuals are authorized to sign checks written on the bank depository account: Mayor, City Manager, Assistant City Manager/City Secretary, and the Chief Financial Officer (CFO). All checks require two (2) authorized signatures. No exceptions.

C. Accounting

The CFO is responsible for establishing the structure for the City Chart of Accounts and for assuring that procedures are in place to properly record financial transactions and report the City's financial position. The CFO shall provide monthly financial reports to the City Manager and City Council.

D. Audit of Accounts

An independent audit of the City accounts is performed annually. The Auditor is retained by and is accountable directly to the City Council. The City Council reviews the selection every five (5) years unless circumstances deemed otherwise.

E. Internal Controls

Whenever possible, written procedures will be established, maintained, and assessed pursuant 2 CFR 200.303 by the CFO for all functions involving cash handling and/or accounting throughout the City. These procedures will embrace the general concepts of fiscal responsibility set forth in this policy statement.

Whenever possible, the City ensures duties and responsibilities are segregated so that no one individual has complete authority over a financial transaction.

PROCEDURES

1. Input Invoice into Record Keeping System – All City personnel are responsible for adhering to the City's Purchasing Policy and Procedure Manual. Departments are responsible for processing requisitions, procuring goods and services according to the manual, maintaining active vendor files, and promoting standardization whenever possible in all areas of purchasing.

   Purchases are defined into amount classifications which determine whether quotes are needed, and if the goods or services must receive formal bids. Purchase requisitions for goods and services up to $3,000 do not require three (3) quotes. These can be obtained through department head approval. Goods and services over $3,000 but not exceeding $50,000, shall be procured with three (3) quotes. Goods and services exceeding $50,000 shall be obtained through competitive sealed bids.

Purchase requisitions are converted to purchase orders once approved by the Department Head and CFO. All purchases exceeding $25,000 require City Manager approval. Purchases that are $50,000 and above require City Council approval. There are exceptions for emergency purchases where quotes are not required. This is for public calamity situations and ensuring the safety of City assets. Emergency purchases require City Manager approval. Purchases utilizing a state cooperative agreement are also exempt from the quote and bid process. However, purchases over $50,000 still require council approval.

The City Secretary prepares and legally advertises all invitations to bids, holds pre-bid conferences and conducts bid openings. Contracts, leases, rental agreements are also held in the City Secretary's Office.

The City's ERP system tracks purchase requisitions, purchase orders, and invoices by division, department, and fund. For certain purchases, specifically smaller and for more immediate needs such as small supplies and travel needs, certain city staff are issued procurement cards (i.e., pcards or city issued credit cards). Those designated individuals typically have credit limits of up to $3,000. The procurement cards are processed in a similar way with approvals by department heads. Each employee who receives a procurement card receives training on the use of the card and signs a policy indicating that they understand the rules and obligations for use of the card. Violations of the card can be punishable from removal from the program and up to termination of employment. Invoices and statements are reviewed, signed by the Department Head, and submitted to the Finance Department for final review, approval, and processing.

2. Review of Invoice – Department Heads review and approve invoices processed by their designated staff. Invoices processed against purchase orders are submitted to the Finance Department. Invoices that are not processed against a purchase order (i.e., direct payment) are processed in the same manner where the Department Head approves the invoices and creates a payment authorization form. This is then forwarded to the Finance Department for data entry into the ERP system. They are then reviewed by the Controller and ultimately reviewed and approved by the CFO. Invoices exceeding $25,000 also will require City Manager approval.

   Invoices must be current and an original copy must be provided. Copies of invoices are not accepted to avoid duplication. Invoices with past due amounts and statements are also not accepted. The Controller reviews the invoices for accuracy and timeliness.

   Once an invoice either as a direct payment or against a purchase order are processed, they are placed in a paid status, scanned and stored to the City's Laserfiche electronic storage system.

   Invoices are the required supporting documentation for payment. Quotes, estimates and statements will not be accepted.

3. Allowability of Costs – The Department Head, Assistant City Manager, Chief Financial Officer, and the City Manager will review each invoice for allowability of costs as stated in 2 CFR 200 Subpart E – Cost Principles.

4. Unnecessary or duplicative purchases – The Department Head, Assistant City Manager, Chief Financial Officer will review each invoice for unnecessary or duplicative purchases per 2 CFR 200.318 (d).

5. Timeline for Payment – The Finance Department processes payments on a weekly basis, with some exceptions for holidays and staff availability.

6. Issue Payment – The Finance Department processes all payments by check or electronic funds transfer. Each payment requires at least two of the four designated signatories (Mayor, City Manager, CFO, or City Secretary).

   Payments are not required to be approved by City Council. Only goods and services exceeding $50,000 and those that require competitive sealed bids require council approval prior to procurement or contractual obligation.

   All payment requests are reviewed by the Controller and signed by the CFO. If the payment request exceeds $25,000, it must also be signed by the City Manager.

7. Payment Reconciliation – The Accountant reconciles bank accounts. The Accounts Payable Technician processes the payments and does not partake in the bank reconciliation process.

8. Record Keeping – The Accounts Payable Technician processes the expenditures (i.e., invoices), and the Controller reviews the system generated entries related to the data entry into the ERP system. The CFO approves all invoices. All original records are maintained in accordance with the City's file retention requirements.

PROCEDURES FOR GRANT PAYMENTS

1. The same procedures are used for all invoices to be processed. However, grant-related invoices received and, if necessary, may require payment authorization prepared by the department. Proper signatures must be obtained from the Mayor, City Manager, CFO, and the City Secretary, or as authorized in the original grant approval. The associated Department Head reviews the invoice, verifies the invoice to the grant expenditure budget, and signs the payment authorization.

2. Grant invoices must be approved by designation City officials involved in the grant implementation and by the Department Head. Approvals are acknowledged by initialing the original invoice.

3. Once grant funds are received and the invoice approval is acknowledged by a signature on the original invoice by the Mayor and City Secretary, a payment request authorization is entered into the system by the Finance Department, then disbursed by a printed check or electronically by the Finance Department. Department Head signatures appear on the approved payment authorization for invoice processing. Checks are signed by two (2) of the four (4) authorized check signers and are then disbursed to the appropriate vendors. The CFO is responsible for ensuring that checks are signed and disbursed within five (5) calendar days for the Texas Department of Agriculture and three (3) calendar days for the Texas General Land Office of receiving grant funds.

4. Copies of the request for payment, invoice, canceled check copy and bank statement showing receipt of grant money is retained electronically and the hard copies per the city's file retention policy in the grant file in the City Secretary office.

CASH MANAGEMENT AND DISBURSEMENT - TIMELY EXPENDITURES

The City shall make timely payments to vendors and minimize the time between transferring funds from the State Treasury and disbursement of funds to vendors in compliance with the terms and conditions of the federal contract, grant, regulation, or statute.

To ensure vendor compliance, invoices/pay applications/pay estimates will be reviewed for accuracy for such items but not limited to change order approvals, outstanding lien/payments to subcontractors, labor standards, and verification of work completed as invoiced prior to disbursement or request for funds from State Agency. The City shall notify a vendor of an error in an invoice submitted for payment by the vendor.

ADVANCE PAYMENT PROCEDURES
All advanced payments using federal grant funds will be disbursed within five (5) business days from the date of the transfer of funds in accordance with 2 CFR 200.305(b), and in accordance with the provisions in the contract with the vendor.

Advance payments of federal grant funds will be deposited and maintained in City insured account. The City will maintain advance payments of federal awards in interest-bearing accounts, unless one or more of the following apply: City receives less than $120,000 in Federal awards per year; the City is not expected to earn interest in excess of $500 per year on Federal cash balances; or the depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources. (2 CFR 200.302(b)(6) and 200.305). These exemption criteria will be reviewed annually by the City to verify compliance in utilizing the allowances.

INTEREST EARNED PROCEDURES
The City will verify interested earned remains under $500 per fiscal year by tracking interest earned on each grant deposit in the grant ledger; if interest does exceed $500 per fiscal year the City will remit interest earned to the Department of Health and Human Services per 2 CFR 200.305.

These Policies and Procedures are implemented through the City of Alvin's administrative team of City Manager, Assistant City Manager/City Secretary, and Chief Financial Officer.

City of Alvin:
Gabe Adame, Mayor
Junru Roland, City Manager
Dixie Roberts, City Secretary
Michael Higgins, Chief Financial Officer

Date:
September 7, 2023

TEXAS GENERAL LAND OFFICE
COMMISSIONER DAWN BUCKINGHAM, M.D.

August 14, 2023

The Honorable Paul A Horn
City of Alvin
216 West Sealy
Alvin, Texas 77511

Re: Monitoring Review for Contract #20-065-060-C175

Dear Mayor Horn:

The Texas General Land Office (GLO) conducted a desk monitoring review of the City of Alvin's (City) grant activities. The GLO's objective was to ensure the necessary controls are in place to satisfy program requirements and contract terms. The review included testing according to the contract terms, Federal Registers, Code of Federal Regulations, and the Office of Management and Budget's Compliance Supplement.

The review resulted in four findings. The enclosed monitoring report identifies the specific compliance areas tested and the details of the findings.

- Finding #1: Update Procurement Policies to Include Steps to Determine Cost Reasonableness
- Finding #2: Update Financial Procedures to Include Steps to Review Invoices for Allowability
- Finding #3: Update Financial Procedures to Comply with Advance Payment Requirements
- Finding #4: Amend Construction Contract Template and Policies to Include Federal Provisions

To meet program requirements, the City must provide responses and support for the corrective action listed in the report by **August 28, 2023.**

The GLO appreciates the City's ongoing recovery efforts and dedicated service to your community. If you have any questions or concerns, please contact Jalen Taylor at 225-361-2575 or jalen.taylor.ctr@recovery.texas.gov.

1700 North Congress Avenue, Austin, Texas 78701-1495
P.O. Box 12873, Austin, Texas 78711-2873
512-463-5001 glo.texas.gov

Sincerely,

Abby McClean

Abby McClean, CPA
Director | CDR Compliance
Office of Audit and Compliance

CC: Dixie Roberts, City Manager – City of Alvin
Sam Lilley, Grant Administrator – GrantWorks

Enclosure: City of Alvin Monitoring Report

Background

The Texas General Land Office (GLO) conducted a desk monitoring review of the City of Alvin's (City) grant activities under the contract and applicable Federal Registers following our FY 2023 Monitoring Plan.[1,2] The review scope was limited to the City's contract #20-065-060-C175.

The GLO's objective was to evaluate whether processes and necessary controls were in place to meet program requirements and the terms of the executed grant agreement. The review included testing over the following compliance areas:

- Activities Allowed and Unallowed
- Allowable Costs/Cost Principles
- Cash Management
- Period of Performance
- Procurement, Suspension, & Debarment
- Environmental Review
- Labor Standards

The review resulted in four findings. A finding is statutory or regulatory non-compliance that must be addressed. The City must respond to and support the corrective actions listed in the report by **August 28, 2023**.

Finding #1: Update Procurement Policies to Include Steps to Document Cost Reasonableness

Summary

The City did not document the steps to determine that the engineer's cost is reasonable.

Discussion

The City procured professional engineering services but did not document an initial cost estimate or profit negotiation.[3] Also, the City's Procurement Policy (Policy) does not include procedures for performing independent cost estimates, cost analyses, and profit negotiations.

The City provided a written narrative dated February 15, 2023, stating that the engineering proposal was reasonable based on not exceeding the maximum cap of 15% of the total construction costs per the GLO Application Guide (Guide). However, solely relying on the Guide does not guarantee that the City received the best price or value for the engineering services. Furthermore, the narrative stated that the City analyzed previous CDBG grant projects to determine cost reasonableness, but the City did not document the analysis.

Effect/Impact

Without conducting an initial estimate and profit negotiation, the City cannot be assured that it received the best price or value for engineer services.

[1] Harvey 83 FR 5844. (February 9, 2018). https://www.govinfo.gov/content/pkg/FR-2018-02-09/pdf/2018-02693.pdf
[2] Harvey 83 FR 40314. (August 14, 2018). https://www.govinfo.gov/content/pkg/FR-2018-08-14/pdf/2018-17365.pdf
[3] 2 CFR 200.324 (a-c) *Contract cost and price*. (2020). https://www.ecfr.gov/current/title-2/subtitle-A/chapter- II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.324

Corrective Action

The City must update its procurement policies and procedures to comply with federal procurement requirements and create a memo to document how cost reasonableness was determined for the engineer. The City must also provide detailed support for the previous CDBG grant projects used to determine reasonableness, including contract number, type of project, grant total, and engineering fee.

The City must submit approved procurement policies, including steps to determine cost reasonableness, a memo, and detailed support for the previous CDBG grant projects used to determine reasonableness to the GLO by **August 28, 2023**.

Finding #2: Update Financial Procedures to Include Steps to Review Invoices for Allowability

Summary

The City's Financial Management Policies (policy) do not include steps to review invoices for cost allowability per 2 CFR 200 Subpart E – Cost Principles.

Discussion

The City's Policy does state: *"Purchasing Article VII, Section 11 of the City Charter provides that the uniform guide for purchasing procedures be reviewed to determine consistency with state and federal laws."* However, this policy could be interpreted that the City will follow state and federal laws pertaining to purchasing procedures and does not address reviewing invoices. While the testing results did not identify unallowable costs, the Policy omits a process to review invoices for cost allowability in accordance with 2 CFR 200 Subpart E.[4] [5] This federal requirement became effective on January 3, 2017, before the contract execution on January 29, 2020. The Procedures do not meet the current 2 CFR 200 requirements.

Effect/Impact

Without written financial procedures detailing the actions used to determine cost allowability, the City may fail to identify unallowable costs subject to recapture.

Corrective Action

The City must update its Financial Management Policies to include steps to review invoices for the allowability of costs per 2 CFR 200 Subpart E – Cost Principles.

The City must provide a response and approved financial procedures to the GLO by **August 28, 2023**.

Finding #3: Update Financial Procedures to Comply with Advance Payment Requirements

Summary

The City did not have written procedures to comply with advance payment requirements.

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[4] 2 CFR§200.302(b)(7) – *Financial management*. (2020). https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.302

[5] 2 CFR 200 Subpart E Cost Principles. (2020). https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E

Discussion

The City received grant funds from the GLO before paying its contractors for four of the five (80%) sampled invoices, resulting in advance payments. [6] While the City issued payments to contractors within four days of receipt of funds, the City did not maintain written procedures for advance payments.[7] Advance payment requirements include maintaining procedures to:

- Minimize the time between the receipt and disbursement of federal funds.
- Maintain federal funds in an interest-bearing account.
- Track and remit interest earned over $500 per year.

The City provided a calculation showing an accumulation of less than $500 of earned interest on advance payments. The calculation demonstrates that the City met the requirement to receive an exemption from maintaining funds in an interest-bearing account.[8] However, the City does not have a procedure to track potential interest earned to support the exemption allowance to maintain federal funds in a non-interest-bearing account.

Effect/Impact

Without written financial policies that address Federal payment requirements, the City may fail to submit interest over $500 to the Department of Health, or comply with advance payment requirements.

Corrective Action

The City must develop procedures within its Financial Management Policies (Policy) to meet advanced payment requirements to minimize the time between receiving grant funds and paying contractors. Additionally, the Policy must establish a process to periodically determine whether the City meets the exemption allowance to maintain federal funds in a non-interest-bearing account.

The City must provide its approved Financial Policy to GLO by **August 28, 2023**.

Finding #4: Amend Construction Contract Template and Policies to Include Federal Provisions

Summary

The City did not include the preference for domestic products provision in its construction contract or maintain a policy that identifies the required federal contract provisions.

Discussion

The City relied on an outdated contract template that did not include the domestic preference provision when it developed its construction contract. The template was not updated to include the provision prior to the execution of the contract. Additionally, the City's Purchasing Policy (Policy), which was last revised on

[6] 2 CFR §200.1 – *Definitions*. (2021). https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-A/subject-group-ECFR2a6a0087862fd2c/section-200.1
[7] 2 CFR §200.305(b)(9) *Federal Payment*. (2021). https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.305
[8] 2 CFR 200.305(b)(8) *Federal Payment*. (2021). https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.305

December 6, 2018, did not include the required 2 CFR 200 Federal contract provisions.[9] The provision encourages contractors to seek quality materials and support US manufacturing.[10,11] Domestic preference strengthens and diversifies domestic supplier bases and maximizes the use of American-made goods, products, and materials. The provision was effective November 12, 2020, and predates the construction contract execution date of October 28, 2021, and the City's Policy dated December 2018.

Effect/Potential Impact

The City limits its ability to encourage construction contractors to purchase materials produced in the United States by excluding the domestic preference provision.

Corrective Action

The City must amend its construction contract and template to include the domestic preference provision. The City must also update its procurement policy to incorporate 2 CFR 200 requirements for Federal awards.

The City must provide the amended template, construction contract, and approved Policy to the GLO by **August 28, 2023**.

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[9] 2 CFR 200.318 General Procurement Standards. https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d#p-200.318(a)

[10] 2 CFR 200.322 (a)(b). Domestic preferences for procurements. (November 12, 2020). https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.322

[11] Appendix II Part 200 (L). Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. (November 12, 2020). https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200

CITY OF ALVIN **Office of the Asst. City Manager/City Secretary**

216 West Sealy Street ♦ Alvin, Texas 77511 ♦ (281) 388-4255 ♦ www.alvin-tx.gov

August 28, 2023

Abby McClean, CPA
Director| CDR Compliance
Office of Audit and Compliance
General Land Office

MEMO TO FILE: Monitoring Findings Corrective Action Response

RE: City of Alvin CDBG-DR Contract #20-065-060-C175

Dear Abby McClean,

This memo and enclosures address the GLO's request for monitoring response documentation of financial procedures, procurement policies, and construction contract provisions for Alvin's Hurricane Harvey Infrastructure project. Following an examination of the findings, the City has included the following documentation as a response to the identified issues. Please see the following explanation City of Alvin offers to resolve the identified issues.

<u>Finding #1: Update Procurement Policies to Include Steps to Determine Cost Reasonableness</u>

- The City of Alvin has considered adopting revised procurement policies and procedures for federal grants to include determination of cost reasonableness, which are scheduled for discussion by the city council at the next meeting on September 7, 2023. Additionally enclosed is support of previous projects to determine cost reasonableness for procurement of professional services through Request for Qualifications. Attached is a copy of the updated procurement procedures to be adopted and utilized for the Council of Government Method of Distribution Mitigation Grant.

<u>Finding #2: Update Financial Procedures to Include Steps to Review Invoices for Allowability</u>

- The City of Alvin has considered adopting revised financial policies and procedures to address review of cost allowability, which are scheduled for discussion by the city council at the next meeting on September 7, 2023. Attached is a copy of the updated financial procedures to be adopted and utilized for the Council of Government Method of Distribution Mitigation Grant.

Finding #3: Update Financial Procedures to Comply with Advance Payment Requirements

- The City of Alvin has considered adopting revised financial policies and procedures for federal grants to utilize and comply with Advance Payment Requirements, which are scheduled for discussion by the city council at the next meeting on September 7, 2023. The revisions also establish a process to periodically determine the exemption allowance for non-interest-bearing account. Attached is a copy of the updated financial procedures to be adopted and utilized for the Council of Government Method of Distribution Mitigation Grant.

Finding #4: Amend Construction Contract Template and Policies to Include Federal Provisions

- The City of Alvin has incorporated the domestic preference provision to its construction contract template. The construction contract for this grant has closed and guidance is to provide a memo to replace a contract amendment, which is enclosed. The updated procurement policies and procedures are scheduled for discussion by the city council at the next meeting on September 7, 2023. Attached is a copy of the updated procurement procedures to be adopted and utilized for the Council of Government Method of Distribution Mitigation Grant.

City of Alvin continually appreciates all that the GLO has done in receiving grant funds for infrastructural improvements that will ultimately benefit the local residents. If you have any questions or concerns, feel free to contact Sam Lilley at 512-529-1706 (sam.lilley@grantworks.net).

Sincerely,

Dixie Roberts, Assistant City Manager/City Secretary
City of Alvin

Enclosures:

- Procurement Policies and Procedures for Federal Grants
- Previous Grant Fee Comparison
- Financial Policies and Procedures for Federal Grants
- Construction Contract Template of Provisions
- Memorandum of contract amendment replacement

AGENDA COMMENTARY

Meeting Date: 9/7/2023

Department: Administration - Asst. City Manager

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

Agenda Item: Consider Resolution 23-R-26, adopting Procurement Policies and Procedures for Federal Grants as required for various grant funding opportunities; providing for Open Meetings; and providing for other related matters thereto.

Type of Item: Resolution

Summary: Through a recent review of a current grant received through the General Land Office (GLO) (CDBG-DR 20-065-060-C-175), it was requested that the City update its Procurement Policies and Procedures pertaining to federal grants. The policies and procedures outlined in Resolution 23-R-26 are essential for ensuring the City's compliance with Federal Grant Guidelines and enhancing our ability to secure and manage grant funding opportunities effectively.

These policies and procedures have been reviewed and vetted by Grant Works, who serves as the City's grant manager for this project. Staff recommends approval of Resolution 23-R-26.

Funding Expected: Revenue _ Expenditure _ N/A __ **Budgeted Item:** Yes __ No _ N/A _

Funding Acount: ___ **Amount:** ____ **1295 Form Required?** Yes __ No __

Legal Review Required: N/A __ Required X **Date Completed:** 8/30/2023 SLH

Finance Review Required: N/A __ Required X **Date Completed:** _________

Supporting documents attached:

1. Res 23-R-26; Grant Procurement Policies and Procedures
2. Exhibit A; Grant Procurement Policies & Procedures

Recommendation: Move to approve Resolution 23-R-26, adopting Procurement Policies and Procedures for Federal Grants as required for various grant funding opportunities; providing for Open Meetings; 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 NO. 23-R-26

A RESOLUTION OF THE CITY OF ALVIN, TEXAS, ADOPTING PROCUREMENT POLICIES AND PROCEDURES FOR FEDERAL GRANTS AS REQUIRED FOR GRANT FUNDING OPPORTUNITIES; PROVIDING FOR OPEN MEETINGS; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Alvin agrees to adopt and implement the attached Exhibit A – Procurement Policies and Procedures for use in the implementation and administration of Federal Grants received by the City, in addition to any other applicable city policies and procedures; and

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

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

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

PASSED AND APPROVED this the 7th day of September 2023.

CITY OF ALVIN, TEXAS

By:____________________________
Gabe Adame, Mayor

ATTEST:

By:____________________________
Dixie Roberts, City Secretary

CITY OF ALVIN

216 West Sealy Street • Alvin, Texas 77511 • (281) 388-4255 • www.alvin-tx.gov

Procurement Policies and Procedures for Federal Grants

Policies

1. When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§ 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by § 200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§ 200.318 through 200.327, [and Appendix II to Part 200].

2. The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. *See* 2 CFR §200.318(c)(1).

3. All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and § 200.320. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
   a. Placing unreasonable requirements on firms in order for them to qualify to do business;
   b. Requiring unnecessary experience and excessive bonding;
   c. Noncompetitive pricing practices between firms or between affiliated companies;
   d. Noncompetitive contracts to consultants that are on retainer contracts;
   e. Organizational conflicts of interest;
   f. Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
   g. Any arbitrary action in the procurement process.

4. The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its

application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. *See* 2 CFR §200.319(c).

5. The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations: 1) incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and 2) identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals. *See* 2 CFR §200.319(d)(1)(2).

6. The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period. *See* 2 CFR §200.319(e).

7. Noncompetitive procurements can only be awarded in accordance with § 200.320(c). *See* 2 CFR §200.319(f).

8. The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

9. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include (*See* 2 CFR §200.321):
    a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
    c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
    d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
    e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
    f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

General Procurement Standards

1. Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. *See* 2 CFR §200.318(b).

2. The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be

given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. *See* 2 CFR §200.318(h). *See also* 2 CFR §200.214.

3. The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. *See* 2 CFR §200.318(i).

4. The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction. *See* 2 CFR §200.318(k).

Procedures

Procurement Cycle Steps

The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. *See* 2 CFR §200.318(d).

Based on type and estimated cost of good/service as well as purchasing authority, purchaser determines the procurement method that will result in a best value acquisition for the City.

Contract Cost and Price – The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. *See* 2 CFR §200.324(a).

The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Cost analysis – The review and evaluation of the separate cost elements and profit in an offeror's or contractor's proposal (including cost or pricing data or information other than cost or pricing data), and the application of judgment to determine how well the proposed costs represent what the cost of the contract should be, assuming reasonable economy and efficiency.

Price analysis – The process of examining and evaluating a proposed price without evaluating its separate cost elements and proposed profit.

Solicitation – Any request to submit offers or quotations to the subrecipients. Solicitations under sealed bid procedures are called "invitations for bids". Solicitations under negotiated procedures are called "requests for proposals.'' Solicitations under small purchase procedures may require submission of either a quotation or an offer.

Receipt of Bids and Responses to Solicitation – Vendors submit their response to the solicitation.

Evaluation and Awards – The City reviews the responses from vendors, determines compliance with the solicitation and makes an award recommendation based on the pre-defined best value criteria.

The City will use one of the following five methods of procurement described at 2 CFR Section 200.320: (1) procurement by micro-purchases, (2) procurement by small purchase procedures, (3) procurement by sealed bids, (4) procurement by competitive proposals, or (5) procurement by noncompetitive proposals.

1. **Procurement by Micro-Purchases – Simplified Acquisition Procedures for Purchases Below Micro-Purchase Threshold**
   For purposes of this section, the micro-purchase threshold is $10,000.

   Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the City must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

2. **Procurement by Small Purchase Procedures**
   Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that cost less than the lesser of the Federal Simplified Acquisition Threshold or the $50,000 threshold defined in state law (Local Government Code §262.003 for counties and §252.021 for municipalities. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

   For service contracts that are under the small purchase threshold and do not fall under professional services as defined in Section 2254.002(2) of Local Government Code, the City may receive quotes and award the contract to any reasonable and responsible bidder. The local governing body has the final authority to award contracts.

3. **Procurement by Sealed Bid for Construction Contracts and Materials Contracts**
   In order for sealed bidding to be feasible, the following conditions should be present:
   a. A complete, adequate, and realistic specification or purchase description is available;
   b. Two or more responsible bidders are willing and able to compete effectively for the business; and
   c. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

   If sealed bids are used, the following requirements apply:
   a. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
   b. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
   c. All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
   d. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
   e. Any or all bids may be rejected if there is a sound documented reason.

4. **Procurement by Competitive Proposals – Professional Services Contracts**
   This method is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
   a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
   b. Proposals must be solicited from an adequate number of qualified sources;
   c. The City must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
   d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
   e. The City may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
   f. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used. *See* 2 CFR §200.324(d).
   g. Federal Guidelines require negotiations of profit as a separate element of the price for each contract and modification in which there is no price competition and, in all cases, where cost analysis must be performed. *See* 2 CFR §200.324(b).

5. **Procurement by Noncompetitive Proposals**
   This method may be used only when one or more of the following circumstances apply:
   a. The item is available only from a single source;
   b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
   c. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request; or
   d. After solicitation of a number of sources, competition is determined inadequate.

Domestic Preferences for Procurement

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section, *see* 2 CFR §200.322:

a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Procurement of recovered materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. *See* 2 CFR §200.323.

Federal Awarding Agency or Pass-through Entity Review

The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase. *See* 2 CFR §200.325.

Bonding Requirements

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows (*see* 2 CFR §200.326):

a. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
b. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s requirements under such contract.
c. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor in the execution of the work provided for in the contract.

Part 200 Appendix II – Contract Provisions for Non-Federal Entity Contracts Under Federal Award – *See* attached.

These Policies and Procedures are implemented through of the City’s administrative team of the City Manager, AssistantCity Manager/City Secretary, Chief Financial Officer, Public Services Director, or the City’s designees.

City of Alvin:
Gabe Adame, Mayor
Junru Roland, City Manager
Dixie Roberts, City Secretary
Michael Higgins, CFO

Date:
August 24, 2023

REQUIRED CONTRACT PROVISIONS

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

<table>
<tr><th>THRESHOLD</th><th>PROVISION</th><th>CITATION</th></tr>
<tr><td>>$250,000
(Simplified Acquisition Threshold)</td><td>Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</td><td>2 CFR 200
APPENDIX II (A)</td></tr>
<tr><td>>$10,000</td><td>All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.</td><td>2 CFR 200
APPENDIX II (B)</td></tr>
<tr><td>None</td><td>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

41 CFR 60-1.4 Equal opportunity clause.

(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</td><td>2 CFR 200
APPENDIX II I and
41 CFR §60-1.4(b)</td></tr>
</table>

	Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.	

	(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition,	2 CFR 200 APPENDIX II (D)

	contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as	2 CFR 200 APPENDIX II (H)

	well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	
>$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>$100,000	*§135.38 Section 3 clause* *All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):* A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of	

	the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
None	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video	2 CFR 200.216

	surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.	
None	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	2 CFR 200.322(a)(b)(1)(2)
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to	2 CFR 200.336

	create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.	2 CFR 200.321
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).	2 CFR 200.334

	(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152
>$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

AGENDA COMMENTARY

Meeting Date: 9/7/2023

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider an Interlocal Agreement with Brazoria County for the Fiscal Year 2023-24 Asphalt Improvement Project; and authorize the Mayor to sign upon legal review.

Type of Item: Action Item

Summary: The proposed Interlocal Agreement between the City and the County provides the mechanisms for the County to provide the City of Alvin with equipment and personnel to assist in the construction, improvement, maintenance, and/or repair of up to two (2) miles of asphalt streets in various locations within the city limits of Alvin. The City of Alvin entered this partnership with Brazoria County in 1991 and has continued to use the program since that time. This program provides for low-cost paving and rehabilitation of asphalt streets and has improved over 34 miles of asphalt streets since the start in 1991.

Should City Council authorize this agreement, staff will make recommendations of streets to be serviced using the Asphalt Street Assessment.

This agreement has already been approved and signed by the Brazoria County Judge, L.M. "Matt" Sebesta.

Funding Expected: Revenue _ Expenditure X N/A __ **Budgeted Item:** Yes X No _ N/A _

Funding Acount: 312-5501-00-3390 **Amount:** $ **1295 Form Required?** Yes __ No __

Legal Review Required: N/A __ Required __ **Date Completed:** 8/30/2023 SLH

Finance Review Required: N/A __ Required __ **Date Completed:** 8/30/23 MH

Supporting documents attached:

1. Brazoria County; FY 2023-24; Interlocal Agreement; Streets and Infrastructure Repair

Recommendation: Move to approve an Interlocal Agreement with Brazoria County for the Fiscal Year 2023-24 Asphalt Improvement Project; and authorize the Mayor to sign upon legal review.

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

Recd 7/31/23

Matt Hanks, P.E., CFM
COUNTY ENGINEER

Karen McKinnon, P.E.
ASST. COUNTY ENGINEER

Wael Tabara, P.E., CFM
ASST. COUNTY ENGINEER

979.864.1265
ANGLETON

979.388.1265
CLUTE

281.756.1265
HOUSTON

979.864.1270
FAX

BRAZORIA COUNTY ENGINEERING
451 N VELASCO, SUITE 230
ANGLETON, TEXAS 77515

July 28, 2023

City of Alvin
ATTN: Mayor
216 West Sealy
Alvin, TX 77511

RE: Interlocal Agreement with Brazoria County and the City of Alvin

Please find two copies of the above referenced Interlocal Agreement between Brazoria County and the City of Alvin. Please carefully review the conditions of the agreement and have it signed by the Mayor of the City of Alvin. Please return one signed copy back to the Brazoria County Engineer's Office.

If you have any questions please feel free to contact me at 979.864.1265 or by email at engineer-interlocals@brazoriacountytx.gov.

Sincerely,

Tricia L. Simmons

Tricia L. Simmons
Interlocal Coordinator

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT

This agreement is made at Angleton, Brazoria County, Texas between BRAZORIA COUNTY, TEXAS acting through its Commissioners' Court (hereinafter "COUNTY"), and the CITY OF ALVIN, acting through its Mayor (hereinafter "CITY").

NOW THEREFORE, THE COUNTY AND THE CITY agrees as follows:

1.0 The term of this agreement shall be from October 1, 2023, to September 30, 2024. The AGREEMENT may be renewed annually by the written approval of COUNTY and CITY.

1.1 Pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and the Texas Transportation Code, Section 251.012, the COUNTY agrees to provide personnel and equipment at its own expense to assist in the construction, improvement, maintenance and/or repair of a street or alley located within the corporate limits of the CITY OF ALVIN, subject to the approval of the County Engineer as set forth in Section 1.3, including sub grade preparation, base preparation, asphalt paving, culverts and ditch work, herbicide spraying, painting and striping roads, installation of permanent traffic signs, and other routine road maintenance operations. Any work performed on the City's streets and alleys which are not an integral part of, or a connecting link to, other roads and highways is allowed if such work is determined to be a benefit to the County by Commissioners' Court. The CITY will provide materials, including fuel used by the equipment for these projects. All such materials shall be paid for by the CITY, and may be purchased through the County's suppliers. The CITY shall reimburse the cost of any work performed or obtained by the COUNTY, which is determined to be beyond the scope of this agreement, to the County.

1.2 The county work authorized by this AGREEMENT may be done:

(1) By the COUNTY through use of county equipment;

(2) By an independent contractor with whom the COUNTY has contracted for the provision of certain services and materials, conditioned on the CITY providing a purchase order to such independent contractor for the full amount of such services or materials.

1.3 During the term of this AGREEMENT when COUNTY work is requested, the Mayor of the City shall submit a request in writing to the County Engineer. The County Engineer and the Mayor of the City shall agree in writing as to the location and type of assistance to be provided pursuant to this AGREEMENT. It is expressly understood between the parties that the COUNTY shall have no authority or obligation to provide any service or work on any city street or alley not so agreed to in writing. The County Engineer is authorized to sign an acceptance statement for each project at the appropriate time and authorize the work subject to be completed as the Road and Bridge Department schedules permit.

1.4 The parties intend that the COUNTY in performing such services shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The COUNTY shall not be considered an agent, employee, or borrowed servant of the CITY.

1.5 For and in consideration of the above agreement by the County, the CITY agrees to provide all warning and safety signs and other safety protections as required when such work is being performed by the COUNTY.

1.6 The parties further agree that such work and materials are provided by the COUNTY without warranty of any kind to the CITY or any third party, and that the COUNTY has no obligation to provide any supplemental warranty work after a project's completion. The CITY agrees to provide any engineering or design work required for work done pursuant to this agreement.

II.

2.0 The Parties expressly acknowledge that the City's and the County's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City or the County is invalid. Nothing in this Agreement requires that either the City or County incur debt, assess or collect funds, or create a sinking fund.

2.1 Payment for services or materials under this agreement shall be payable from current revenues available to the paying party.

III.

3.0 Either party may terminate this agreement upon thirty (30) day's written notice to the other party.

3.1 Nothing herein shall be construed to make either party a purchaser or consumer of goods or services from the other.

3.2 Nothing herein shall be construed to create any rights in third parties.

SIGNED AND ENTERED this the _____ day of _________________, 2023.

BRAZORIA COUNTY, TEXAS

____
By: L.M. "Matt" Sebesta Jr.
Brazoria County Judge

____
By: Mayor

DATE: ________________________

ATTEST:

____
CITY SECRETARY

AGENDA COMMENTARY

Meeting Date: 9/7/2023

Department: City Manager **Contact:** Junru Roland, City Manager

Agenda Item: Consider Resolution 23-R-27, amending the City of Alvin Property Assessed Clean Energy Act Program to accurately reflect Brazoria County, in accordance with the requirements of the Property Assessed Clean Energy Act (The "PACE Act"), as set forth in the Texas Local Government Code Chapter 399; and providing for other related matters thereto.

Type of Item: Resolution

Summary: The City of Alvin implemented a PACE program on June 1, 2023 through the adoption of Resolution 23-R-11. The amended Program Report and exhibits correct a minor administrative error found within the documents where "Wise" County was incorrectly referenced in multiple instances instead of "Brazoria" County. Because of said error, an additional public hearing is required to amend the documents relating to the Pace Program within the City. All other sections of this Program remain unchanged.

PACE PROGRAM INFORMATION

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

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

ANALYSIS OF THE PACE PROGRAM:

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

The benefits to the property owner include:

- Helps Lower Electric, Gas and Water Utility Bills

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

Funding Expected: Revenue _ Expenditure _ N/A X **Budgeted Item:** Yes __ No _ N/A X

Funding Acount: ____ **Amount:** ____ **1295 Form Required?** Yes __ No X

Legal Review Required: N/A __ Required X **Date Completed:** 8/30/2023 SLH

Finance Review Required: N/A __ Required X **Date Completed:** __________

Supporting documents attached:

1. Res 23-R-27; Amending PACE Program
2. Amended Program Report - City of Alvin v2 Redline (Sept 2023)
3. Program Report Exhibit 1 - Map
4. Amended Program Report Exhibit 2 - Owner Contract - City of Alvin v2 Redline
5. Amended Program Report Exhibit 3 - Lender Contract - City of Alvin v2 Redline
6. Amended Program Report Exhibit 4 - Notice of Contractual Assessment - City of Alvin v2 Redline

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Recommendation: Move to approve Resolution 23-R-27, amending the City of Alvin Property Assessed Clean Energy Act Program, in accordance with the requirements of

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the Property Assessed Clean Energy Act (The "PACE Act"), as set forth in the Texas Local Government Code Chapter 399; and providing for other related matters thereto.

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Manager, if applicable: X

RESOLUTION 23-R-27

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AMENDING THE CITY OF ALVIN PROPERTY ASSESSED CLEAN ENERGY ACT PROGRAM TO ACCURATELY REFLECT BRAZORIA COUNTY, IN ACCORDANCE WITH THE REQUIREMENTS OF THE PROPERTY ASSESSED CLEAN ENERGY ACT (THE "PACE ACT"), AS SET FORTH IN TEXAS LOCAL GOVERNMENT CODE CHAPTER 399; AND PROVIDING FOR OTHER RELATED MATTERS THERETO.

WHEREAS, the 83rd Regular Session of the Texas Legislature enacted the Property Assessed Clean Energy Act, Texas Local Government Code Chapter 399 (the "PACE Act"), which allows the governing body of a local government, including a city or county, to designate all or a portion of the area of the local government as a region within which an authorized local government representative and the record owners of commercial, industrial, and large multifamily residential (five or more dwelling units) real property may enter into written contracts to impose assessments on the property to repay the financing by the owners of certain permanent improvements fixed to the property intended to decrease energy or water consumption or demand; and

WHEREAS, the City Council adopted Resolution 23-R-11 on May 4, 2023, with the Intent to Establish a PACE program for the City of Alvin, including a reference to the report on the proposed program prepared as required by Section 399.009 of the PACE Act and made the report available to the public on the City of Alvin website and for inspection in the City Mayor's office; and

WHEREAS, the City Council adopted Resolution 23-R-17 on June 1, 2023Establishing a PACE Program for City of Alvin, including a reference to the report on the proposed program prepared as required by Section 399.009 of the PACE Act and made the report available to the public on the City of Alvin website and for inspection in the City Mayor's office; and

WHEREAS, the reports that were made available to the public and were incorporated by reference into Resolution 23-R-17, erroneously listed the County as Wise County, instead of Brazoria County; and

WHEREAS, amending these reports to change the word Wise to Brazoria County will legally allow the PACE Program to be administered in the City of Alvin, Brazoria County, Texas; and

WHEREAS, the City Council held a public hearing on September 7, 2023, at 7:00 p.m. in the City of Alvin, City Council Chambers, 216 West Sealy, Alvin, Texas 77511, at which the public had an opportunity to comment on the amended reports available for public inspection, as mentioned above and as required by Section 399.008(a)(2) of the PACE Act;

NOW THEREFORE, be it resolved by the City Council of City of Alvin that:

Section 1. Recitals. The recitals to this Resolution are true and correct and are incorporated into this Resolution for all purposes.

Section 2. Report Amended. The final report on the City of Alvin PACE Program, prepared in accordance with Section 399 of the Texas Local Government Code, is hereby amended to read as Brazoria County, Texas, and is attached hereto and incorporated into this Resolution. The City will post the amended report on the City of Alvin website and make it available for public inspection at the City of Alvin, City Hall, 216 West Sealy, Alvin, Texas 77511.

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

PASSED AND APPROVED on this the 7th day of September 2023.

CITY OF ALVIN, TEXAS ATTEST:

By: ______________________________
Gabe Adame, Mayor

By: ___________________________
Dixie Roberts, City Secretary

REPORT REQUIRED BY TEXAS LOCAL GOVERNMENT CODE SECTION 399.009

FOR PROPOSED CITY OF ALVIN

PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM

This Report is adopted by the City of Alvin, Texas City Council (**"Local Government"**) for the City of Alvin Property Assessed Clean Energy (PACE) Program (**the "Program")** in accordance with the requirements of the Property Assessed Clean Energy Act (**the "PACE Act"**) as set forth in Texas Local Government Code Chapter 399.

The Local Government and its constituents benefit when older existing buildings are modified with new technology and equipment that increases energy efficiency and reduces water consumption. As described in this Report, the Local Government is establishing the commercial PACE Program to encourage private sector investment in energy efficiency and water conservation. The PACE Program will be offered to property owners on a strictly voluntary basis and will not require the use of any public funds or resources.

Authorized under the PACE Act enacted in 2013, the PACE program is an innovative financing program that enables private sector owners of privately owned commercial, industrial, and multi-family residential properties with five or more dwelling units to obtain low-cost, long-term loans to pay for water conservation, energy-efficiency improvements, and renewable energy retrofits. PACE loans provide up to 100% financing of all project costs, with little or no up-front out-of-pocket cost to the owner.

Loans made under the PACE Program will be secured by assessments on the property that are voluntarily imposed by the owner. Assessments may be amortized over the projected life of the improvements. The utility cost savings derived from improvements financed with PACE loans are expected to equal or exceed the amount of the assessment. In turn, these improvements are able to generate positive cash flow upon installation because the debt service will be less than the savings.

PACE assessments are tied to the property and follow title from one owner to the next. Each owner is responsible only for payment of the assessments accruing during its period of ownership. When the property is sold, the buyer and seller can decide if the payment obligation for the remaining balance of the assessment will be transferred automatically to the next owner or paid off as part of the sale. As a result, the program will help property owners overcome market barriers that often discourage investment in energy efficiency and water conservation improvements.

1. Eligible Properties

The Local Government PACE program is a strictly voluntary program. All private sector owners of Eligible Properties located within the Local Government PACE region may participate in PACE financing. The entire territory of the Local Government is designated as the region in which the Program is available. ***"Eligible Properties"*** include commercial, industrial, and multi-family residential properties with five or more dwelling units. Government, residential[1], and facilities for undeveloped lots or lots undergoing development at the time of the assessment are not Eligible Properties.

2. Qualified Improvements

PACE financing may be used to pay for Qualified Improvements to Eligible Properties. ***"Qualified Improvements"*** are permanent improvements intended to decrease water or energy consumption or demand, including a product, device, or interacting group of products or devices on the customer's side of the meter that use energy technology to generate electricity, provide thermal energy, or regulate temperature. Under the PACE Act, products or devices that are not permanently fixed to real property are not considered to be Qualified Improvements.

The following items may constitute Qualified Improvements:

- High efficiency heating, ventilating and air conditioning ("HVAC") systems
- High efficiency chillers, boilers, and furnaces
- High efficiency water heating systems
- Energy management systems and controls
- Distributed generation systems
- High efficiency lighting system upgrades
- Building enclosure and envelope improvements
- Water conservation and wastewater recovery and reuse systems
- Combustion and burner upgrades
- Heat recovery and steam traps
- Water management systems and controls (indoor and outdoor)
- High efficiency irrigation equipment

3. Benefits of PACE to Property Owners

The PACE program will enable owners of Eligible Properties to overcome traditional barriers to capital investments in energy efficiency and water conservation improvements, such as unattractive returns on investment, split incentives between landlords and tenants, and uncertainty of recouping the investment.

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[1] This encompasses single family residential and any multi-family properties with fewer than five units.

By financing Qualified Improvements through the Program, property owners may achieve utility cost savings that exceed the amount of the assessment and reduce their exposure to utility price volatility. As a result, the value of the property will be enhanced, and the owner will only be obligated to pay the assessment installments that accrue during its period of ownership of the property. Additionally, by investing in energy efficiency and water conservation with PACE financing, property owners may also qualify for various rebate, tax credit, and incentive programs offered by utility providers and state or federal governmental authorities to encourage these types of investments.

4. Benefits of PACE to the Local Government

The PACE Program benefits the entire Local Government by improving its buildings, increasing property values, encouraging economic development, and saving energy and water, all without requiring any public funds.

Among other things, projects financed through PACE Program will:

- Enable property owners and occupants to save substantial amounts in utility costs;
- Reduce demand on the electricity grid;
- Mitigate greenhouse gas emissions associated with energy generation;
- Enhance the value and efficiency of existing buildings;
- Boost the local economy by creating new job opportunities for laborers and new business opportunities for contractors, engineers, commercial lenders, professionals, and equipment vendors and manufacturers;
- Increase business retention and expansion in the PACE region by enabling cost effective energy and water saving updates to existing property;
- Improve productivity through optimized energy usage;
- Support the State's water conservation plan;
- Better enable the Local Government to meet its water conservation goals.

Finally, through the reduction in energy consumption as a result of the PACE Program, there will be a decreased demand for power, resulting in lower emissions from power plants.

The PACE program requires minimal support from the Local Government. It is designed to be self-sustaining and is typically administered by qualified third-party authorized representatives. Furthermore, because the PACE program is tax neutral, it achieves all of the benefits listed in this Report without imposing a burden on the Local Government's general fund.

The 84th Texas Legislature added a provision to the PACE Act that explicitly shields the Local Government and its employees, members of the governing body of a local government and any board members, executives, employees, and contractors of a third party who enter into a contract with a local government to provide administrative services for a Program under this chapter.[2]

5. The Benefits of PACE to Lenders

PACE loans are attractive to lenders because they are very secure investments. Like a property tax lien, the assessment lien securing the PACE loan has priority over other liens on the property. Therefore, the risk of loss from non-payment of a PACE loan is low compared to most other types of loans. PACE assessments provide lenders with an attractive new product to address an almost universal pent-up demand for implementing high efficiency commercial and industrial property equipment. In order to protect the interests of holders of existing mortgage loans on the property, the PACE Act requires their written consent to the PACE assessment as a condition to obtaining a PACE loan.

6. The Benefits of PACE to Contractors, Engineers, and Manufacturers

PACE loans provide attractive sources of financing for water and energy saving retrofits and upgrades, thereby encouraging property owners to make substantial investments in existing commercial and industrial buildings. As a result, PACE will unlock business opportunities for contractors, engineers, and manufacturers throughout the commercial and industrial sectors.

7. Administration of the Local Government PACE Program

Under the PACE Act, the establishment and operation of the program are considered to be governmental functions. The PACE Act further authorizes the Local Government to enter into a contract with one or more third parties (the ***"Authorized Representative(s)"***) to provide administrative services for the PACE program and act as the representative of the Local Government in executing the contracts with property owners and lenders. The Local Government may delegate administration of the PACE program to one or more qualified third-party organizations that can administer the program at no cost to the Local Government.

Periodic updates to the standard form documents (described in Section 9) will be necessary as the program evolves, incorporating best practices and standardizing the PACE contracts across various PACE programs. The Authorized Representative will be tasked with maintaining the form contracts and making technical and conforming updates as necessary so long as the changes are consistent with the resolution to establish the PACE program and the statute.

The Authorized Representative's role is to serve as an extension of the Local Government staff to provide oversight of the Program to ensure best practices and consumer protections at the lowest possible cost to the property owner in a transparent and ethical manner and to provide education and outreach. The Authorized Representatives will not receive compensation or reimbursement from the Local Government.

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2 TX. Local Gov't Code §399.019. In the 85th legislature, HB 2654 clarified that the personal immunity provisions apply to all elected officials performing rights and duties under chapter 399 of the Local Government Code.

The Authorized Representatives will be funded by administrative fees paid by the property owners establishing a PACE project or other source of revenue. The Authorized Representative may not impose any Program fees directly or indirectly not authorized in advance by the Local Government in writing. Authorized Representative must disclose in writing to Local Government any direct or indirect fee income, charitable grants, or donations not authorized in advance by the Local Government that are received from property owners, lenders, or contractors participating in the Program.

8. Eligible Lenders

The PACE Act does not set criteria for financial institutions or investors to be PACE lenders. The Local Government will follow best practices of national PACE programs by requiring that lenders be:

- Any federally insured depository institution such as a bank, savings bank, savings and loan association, and federal or state credit union;
- Any insurance company authorized to conduct business in one or more states;
- Any registered investment company, registered business development company, or a Small Business investment company;
- Any publicly traded entity; or
- Any private entity that:
  - Has a minimum net worth of $5 million; and
  - Has at least three years' experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a lending officer that has at least three years' experience in business or industrial lending or commercial real estate lending; and
  - Can provide independent certification as to availability of funds; and
- Has the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts.

Any lender can participate in the PACE Program as long as it is a financially stable entity with the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts. The property owner, not the Local Government or the Authorized Representative, selects the lender.

The Authorized Representatives will not guarantee or imply that funding will automatically be provided from a third-party lender, imply or create any endorsement of, or responsibility for, any lender, or create any type of express or implied favoritism for any eligible lender.

9. Components of the PACE Program

As required under Section 399.009 of the PACE Act, the following describes all aspects of the PACE Program:

a. Map of Region. A map of the boundaries of the region included in the program is attached to this Report as Exhibit 1. The region encompasses the Local Government limits.

b. Form Contract with Owner. A form contract between the Local Government and the record owner of the Eligible Property is attached as Exhibit 2. It specifies the terms of the assessment under the PACE Program and the financing to be provided by an Eligible Lender of the property owner's choosing.

c. Form Contract with Lender. A form contract between the Local Government and the Eligible Lender chosen by a property owner is attached to this Report as Exhibit 3. It specifies the financing and servicing of the debt through assessments.

d. Form Notice of Contractual Assessment Lien. A form Notice of Assessment Lien to be filed by the Authorized Representative, on behalf of the Local Government, with the ~~Wise~~Brazoria County Clerk is attached to this Report as Exhibit 4.

e. Qualified Improvements. The following types of projects are qualified improvements that may be subject to contractual assessments under the PACE program. Projects that:

(1) involve the installation or modification of a permanent improvement fixed to privately owned commercial, industrial, or residential real property with five (5) or more dwelling units;[3] and

(2) are intended to decrease energy or water consumption or demand by installing a product, device, or interacting group of products or devices on the customer's side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature. [4]

A sample list of potential Qualified Improvements appears in Section 2 above.

The PACE Program may not be used to finance facilities for undeveloped lots or lots undergoing development at the time of the assessment, or for the purchase or installation of products or devices not permanently fixed to real property.[5]

f. Authorized Representative. HB 3187 was signed into law on June 16, 2015. It authorizes a municipality to delegate administration of the PACE program to a third-party "representative." The City of Alvin intends to delegate all official administrative responsibilities, like the execution of individual contracts with

[3] TX. Local Gov't Code §399.002(5).
[4] TX. Local Gov't Code §399.002(3).
[5] TX. Local Gov't Code §399.004.

property owners and lenders, to an Authorized Representative. This relationship will be monitored and maintained by the City Manager or his/her designee.

g. Plans for Ensuring Sufficient Capital. Lenders will extend loans to finance Qualified Improvements. Financing documents executed between owners and lenders will impose a contractual assessment on Eligible Property to repay the terms of the owner's financing of the Qualified Improvements. The lenders will ensure that property owners demonstrate the financial ability to fulfill the financial obligations to be repaid through contractual assessments.

h. No Use of Bonds or Public Funds. The Local Government does not intend to issue bonds or use any other public monies to fund PACE projects. Property owners will obtain all financing from the Eligible Lenders they choose.

i. Limit on Length of Loan. One of the statutory criteria of a PACE loan is that the assessment payment period cannot exceed the useful life of the Qualified Improvement that is the basis for the loan and assessment.[6] As part of the application process, the property owners will submit an independent third-party review prepared by a licensed engineer showing water or energy baseline conditions and the projected water or energy savings. This review will aid the Authorized Representative in making a determination that the period of the requested assessment does not exceed the useful life of the Qualified Improvement.

j. Application Process. The Authorized Representative will accept applications from property owners seeking to finance Qualified Improvements under the program. Each application must be accompanied by the required application fee and must include:

(1) A description of the specific Qualified Improvements to be installed or modified on the property;

(2) A description of the specific real property to which the Qualified Improvements will be permanently fixed; and

(3) The total amount of financing, including any transaction costs, to be repaid through assessments.

Based on this information, the Authorized Representative may issue a preliminary letter indicating that, subject to verification of all requirements at closing, the proposed project appears to meet program requirements. Based on this preliminary letter, the property owner may initiate an independent third-party review of the project and submit the project to Eligible Lenders for approval of financing.

The property owner is expected to produce the following documentation to the Authorized Representative prior to closing of the PACE loan:

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[6] Chapter 399 section 399.009(a)(8)

(1) A Report conducted by a qualified, independent third-party reviewer, showing water or energy baseline conditions and the projected water or energy savings, or the amount of renewable energy generated attributable to the project;

(2) Such financial information about the owner and the property as the lender chosen by the owner deems necessary to determine that the owner has demonstrated the financial ability to fulfill the financial obligations to be paid through assessments; and

(3) All other information required by the Authorized Representative.

k. Financial Eligibility Requirements. The Authorized Representative will determine whether the owner, the property and the improvements are eligible for financing under the Program. The Eligible Lender chosen by the owner will determine whether the owner has demonstrated the financial ability to repay the financial obligations to be collected through contractual assessments. The demonstration of financial ability must be based on appropriate underwriting factors, including the following:

(1) verification that the person requesting to participate in the program is the legal record owner of the benefitted property;

(2) the applicant is current on mortgage and property tax payments;

(3) the applicant is not insolvent or in bankruptcy proceedings;

(4) the title of the benefitted property is not in dispute; and

(5) there is an appropriate ratio of the amount of the assessment to the assessed value of the property.

The Local Government has determined that to be eligible for PACE financing, the projected savings derived from the Qualified Improvement should be greater than the cost of the PACE assessment and lien over the life of the assessment, i.e., the Saving-to-Investment Ratio (SIR) should be greater than one, SIR>1. An Eligible Lender or Owner may request a waiver in writing for a project with an SIR < 1 and address the interests of tenants and future property owners. The Authorized Representative may consider other factors, including:

(1) Are there are other environmental benefits such as air or water quality or resiliency benefits that are not captured in the SIR analysis;

(2) Will the proposed qualifying improvements generate environmental marketable credits that can be monetized;

(3) What is the SIR calculation for the project? (how far below a SIR of 1?);

(4) If the SIR is <1 over the term of the assessment, is the SIR >1 over the useful life of the equipment?

(5) What is the impact of a variance request on any affected third parties? and

(6) Other information the owner and lender wish to submit regarding the impact of the qualified improvements on the Property Owner and the community.

l. Mortgage Holder Notice and Consent. As a condition to the execution of a written contract between the Authorized Representative and the property owner imposing an assessment under the Program, the holder of any mortgage lien on the property must be given notice of the owner's intention to participate in the Program on or before the 30th day before the date the contract is executed, and the owner must obtain the written consent of all mortgage holders.

m. Imposition of Assessment. The Authorized Representative will enter into a written contract with the property owner only after:

(1) The property owner delivers to the Authorized Representative written consent of all mortgage lien holders;

(2) The Authorized Representative's determination that the owner and the property are eligible to participate in the program, that the proposed improvements are reasonably likely to decrease energy or water consumption or demand, and that the period of the requested assessment does not exceed the useful life of the Qualified Improvements; and

(3) The Eligible Lender notifies the Authorized Representative that the owner has demonstrated the financial ability to fulfill the financial obligations to be repaid through contractual assessments.

The contract will impose a contractual assessment on the owner's Eligible Property to repay the lender's financing of the Qualified Improvements. The Authorized Representative will file a "Notice of Contractual Assessment Lien" in substantially the form in Exhibit 4 in the Official Public Records of the County where the Eligible Property is located, as notice to the public of the assessment from the date of filing. The contract and the notice must contain the amount of the assessment, the legal description of the property, the name of the property owner, and a reference to the statutory assessment lien provided under the PACE Act.

n. Collection of Assessments. The execution of the written contract between Authorized Representative and the property owner and recording of the Notice of Contractual Assessment Lien incorporate the terms of the financing documents executed between the property owner and the third-party lender to repay the financing secured by the assessment. The lender will advance financing to the owner, and the terms for repayment will be such terms as are agreed between the lender and the owner. Under the form Lender Contract attached as Exhibit 3, the lender or a designated servicer will agree to service the debt secured by the assessment.[7]

With funds from the lender, the property owner will purchase directly the equipment and materials for the Qualified Improvement and contract directly, including through lease, power purchase agreement, or other service contract, for the installation or modification of the Qualified Improvements. Alternatively, the lender may make progress payments to the property owner as the Qualified Improvement is installed.

The lender will receive the owner's assessment payments to repay the debt and remit to the Authorized Representative any administrative fees. The lender will have the right to assign or transfer the right to receive the installments of the debt secured by the assessment provided all of the following conditions are met:

(1) The assignment or transfer is made to an Eligible Lender, as defined above;

(2) The property owner and the Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future installments should be mailed at least thirty (30) days before the next installment is due according to the schedule for repayment of the debt; and

(3) The assignee or transferee, by operation of the financing documents or otherwise written evidence of which shall be provided, assumes lender's obligations under the lender contract.

o. Verification Review. After a Qualified Improvement is completed, the Authorized Representative will require the property owner to provide verification by a qualified independent third-party reviewer that the Qualified Improvement was properly completed and is operating as intended.[8] The verification report conclusively establishes that the improvement is a Qualified Improvement and the project is qualified under the PACE Program.[9]

p. Marketing and Education Services. The Local Government may subsequently enter into agreements with one or more other local governments or non-profit organizations that promote energy and water conservation and/or economic development to provide marketing and education services for the PACE program.

q. Quality Assurance and Antifraud Measures. The Authorized Representative will institute quality assurance and antifraud measures for the Program. The Authorized Representative will review each PACE application for completeness and

[7] The servicer will be responsible for maintaining payment records, account balances, and reporting to the Authorized Representative as required.

[8] TX Local Gov't Code §399.011.

[9] TX Local Government Code §399.011(a-1)

supporting documents through independent review and verification procedures. The application and required attachments will identify and supply the information necessary to ensure that the property owner, the property itself, and the proposed project all satisfy PACE program underwriting and technical standard requirements. Measures will be put in place to provide safeguards, including a review of the energy and water savings baseline and certification of compliance with the technical standards manual from an independent third-party reviewer (ITPR), who must be a registered professional engineer before the project can proceed. This review will include a site visit, report, and a letter from the ITPR certifying that he or she has no financial interest in the project and is an independent reviewer. After the construction of the project is complete, an ITPR will conduct a final site inspection and determine whether the project was completed and is operating properly. The reviewer's certification will also include a statement that the reviewer is qualified and has no financial interest in the project.

r. Delinquency. Under the terms of the form lender contract attached as Exhibit 3, if a property owner fails to pay an agreed installment when due on the PACE assessment, the lender will agree to take at least the following steps to collect the delinquent installment:

(1) Mail to the owner a written notice of delinquency and demand for payment by both certified mail (return receipt requested) and first-class mail, and

(2) Mail to the owner a second notice of delinquency and demand for payment by both certified mail (return receipt requested) and first-class mail at least thirty (30) days after the date of the first notice if the delinquency is continuing.

If the owner fails to cure the delinquency within 30 days after mailing the second notice of delinquency, the lender may notify the Authorized Representative of the owner's default. Pursuant to Texas Local Government Code Section 399.014(c), the Authorized Representative will initiate steps for the Local Government to enforce the assessment lien in the same manner as a property tax lien against real property may be enforced. Delinquent installments will incur penalties and interest in the same manner and at the same rate as delinquent property taxes, according to Texas Local Government Code Section 399.014(d), and such statutory penalties and interest will be due to the Local Government to offset the cost of collection.

To ensure that the collection of delinquent installments of Assessments is congruent with the collection of delinquent property taxes the following procedures will be followed:

(1) Any delinquent account on which two thirty (30) day notices of delinquency have been mailed as specified herein shall be enforced by means of Judicial Enforcement.

(2) Delinquent installments of Assessment(s) through November 30 of any year will incur penalties and accrue interest as specified in the Financing Documents.

(3) On or after February 1 of any year, the Authorized Representative will notify the ~~Wise~~City of Alvin, the Brazoria County Tax Assessor/Collector and the entity that collects delinquent taxes for the City of the amount due as of January 31 of said year. The amount due on January 31 shall become the base amount of delinquency which will incur penalties and accrue interest and collection fees in the same manner and on the same schedule as delinquent property taxes.

(4) Installments of Assessment(s) becoming delinquent after November 30 of any year will incur penalties and accrue interest as specified in the Financing Documents but, notification of the City of Alvin, the County Tax Assessor/Collector and the entity that collects delinquent taxes for the City shall not occur until February 1 following delinquency. The amount due on January 31 following delinquency shall become the base amount of delinquency which will incur penalties and accrue interest and collection fees in the same manner and on the same schedule as delinquent property taxes.

If the Local Government files suit to enforce collection of an Assessment, the Local Government may recover costs and expenses, including its attorney's fees, in a suit to collect a delinquent installment of an Assessment in the same manner and at the same rates as in suit to collect delinquent property taxes. If a delinquent installment of an Assessment is collected in a judicial foreclosure proceeding, the Local Government may recover the payment of any delinquent ad valorem taxes due to it, and the costs and expenses as set forth in the Texas Tax Code Sec. 33.48, and the Lender will be remitted the net amount of the delinquent Assessment installments and any additional sums collected that are due to it under the Financing Documents. The Local government shall also remit to the Authorized Representative the amount of any administrative fees collected.

Judicial Enforcement: The Authorized Representative is authorized to enter into a contract with the entity that collects delinquent taxes for the County to enforce the collection of delinquent installments of the Assessments including interest, penalties, and fees in accordance with Texas Law governing delinquent property tax collection and the agreement between the parties. Any lawsuit to enforce collection of an Assessment including foreclosure of a delinquent Assessment lien shall be brought in the name of the Local Government. Such lawsuits will be filed and prosecuted in accordance with the statutes, procedures, and rules for the collection of delinquent property taxes.

10. Limitations

The PACE Program shall not give rise to or create a charge against the general credit or taxing power of the Local Government or a debt or other obligation of the Local Government payable from any source. No Local Government funds, revenues, taxes, or income of any kind shall be used to pay a contractual assessment, filing fee, collection cost, litigation cost, or any other expense arising under the PACE Program. The PACE Program is created to provide a third-party financing mechanism for energy saving betterments; no alternate financing is approved through the approval of the PACE Program. The Local Government assumes no financial obligation whatsoever in the event of default or foreclosure of any kind. None of the Local Government or any of its elected or appointed officials or any of its officers or employees or Authorized Representatives shall incur any liability hereunder to an owner, a lender, or any other party in their individual capacities by reason of the PACE Program or their acts or omissions under the PACE Program.

EXHIBIT 1

MAP OF LOCAL GOVERNMENT PACE REGION

(City of Alvin)

TO BE INSERTED

EXHIBIT 2

FORM OWNER CONTRACT

TO BE INSERTED

EXHIBIT 3
FORM LENDER CONTRACT

TO BE INSERTED

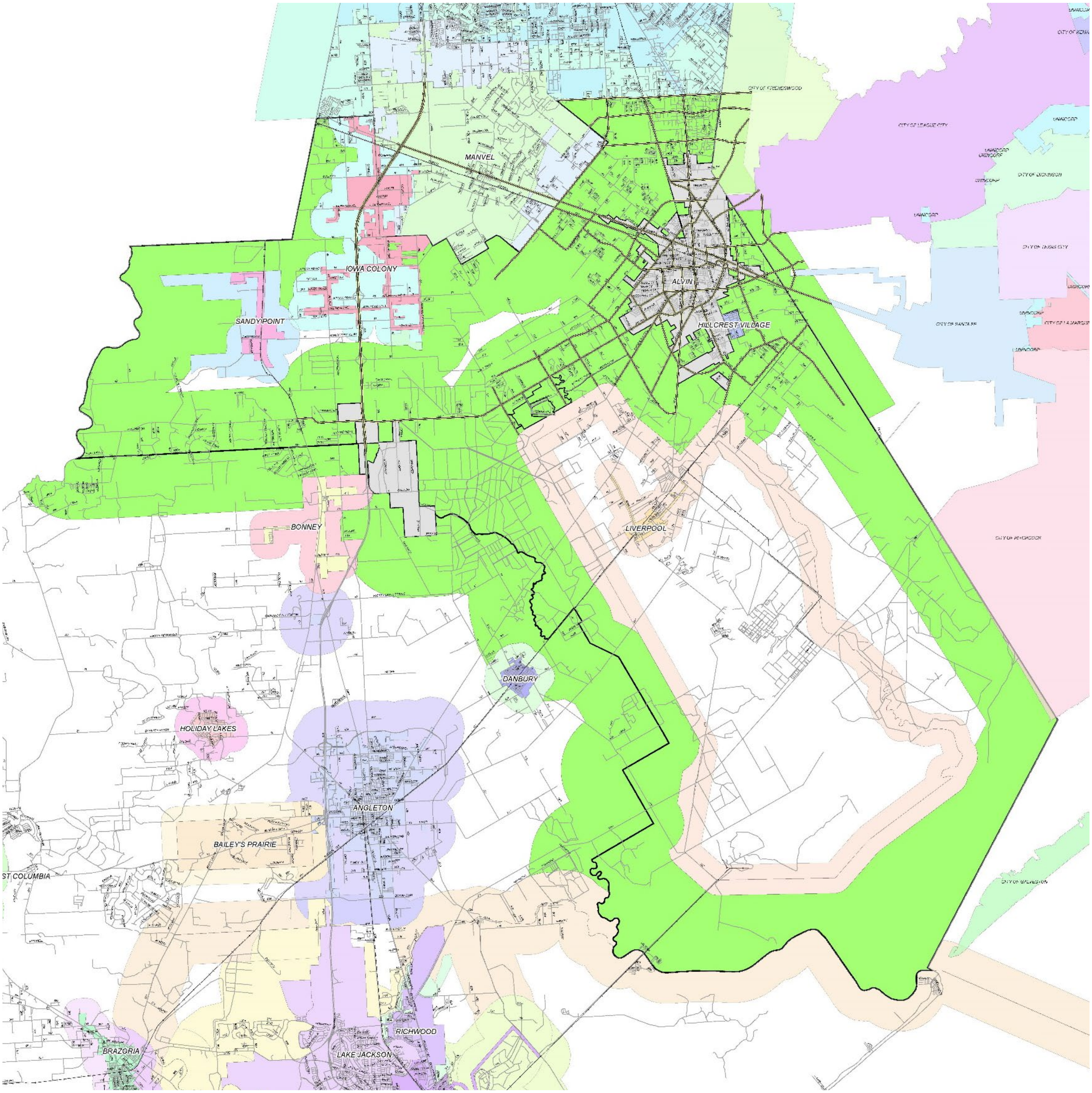
EXHIBIT 4
FORM NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO PROPERTY ASSESSED CLEAN ENERGY ACT

TO BE INSERTED

EXHIBIT 1

MAP OF CITY OF ALVIN, TEXAS PACE REGION

(City of Alvin, Texas including ETJ)



FORM PACE OWNER CONTRACT

THIS PROPERTY ASSESSED CLEAN ENERGY **("PACE")** OWNER CONTRACT including the attached exhibits ("**Owner Contract**") is made as of the ________ day of _________, _______ **("Effective Date")**, by and between the City of Alvin, Texas ("**Local Government**"), and ___________________________("**Property Owner**").

RECITALS

A. The Property Assessed Clean Energy Act ("**PACE Act**"), Texas Local Government Code Chapter 399, authorizes the governing body of a Local Government to establish a program and designate a region within the Local Government's jurisdiction within which an authorized representative of the Local Government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

B. Local Government has established a program under the PACE Act pursuant to a resolution dated __________________ , adopted by City Council (the "**PACE Program**"), and has designated ________________________________ as a representative of Local Government ("**Authorized Representative**") authorized to enter into the written contracts with the owners of such property and the providers of such financing described herein, and has designated the entire territory within the City of Alvin, Texas jurisdiction as a region **(the "Region"**) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owners' property pursuant to the PACE Program.

C. Property Owner is/are the legal and record owner of the qualified **"real property,"** as defined in Section 399.002 of the PACE Act, within the Region located at ___________________, ___________, Texas _____-____ (the "**Property**").

D. Pursuant to Application number _______________, Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as "qualified improvements", as defined in Section 399.002 of the PACE Act (the **"Qualified Improvements"**). The installation or modification of such Qualified Improvements on the Property will be a "qualified project" as defined in Section 399.002 of the PACE Act (the **"Project"**). Property Owner has requested that Local Government enter into this Owner Contract pursuant to the PACE Act and the PACE Program and has requested Local Government to impose an assessment (the "Assessment") on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in the Official Public Records of ~~Wise~~Brazoria County (**"County"**), Texas (the **"Notice of Contractual Assessment Lien"**), a copy of which is attached hereto as

Exhibit A and made a part hereof, to repay the financing of such Qualified Improvements. The Property, Qualified Improvements and Assessment are more fully described in the Notice of Contractual Assessment Lien.

E. Financing of such Qualified Improvements will be provided to Property Owner by ____________________________ ("**Lender**"), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by Section 399.006(c) of the PACE Act (the "**Lender Contract**"). The financing will include only those costs and fees for which an assessment may be imposed under the PACE Act. Local Government has agreed to maintain and continue the Assessment for the benefit of Lender until such financing is repaid in full and to release the Assessment upon notice from Lender of such payment, or to foreclose the lien securing the Assessment for the benefit of Lender upon notice from Lender of a default by Property Owner.

F. As required by Section 399.010 of the PACE Act, Property Owner notified the holder(s) of any mortgage liens on the Property at least thirty (30) days prior to the date of this Owner Contract of Property Owner's intention to participate in the PACE Program. The written consent of each mortgage holder to the Assessment was obtained on or prior to the date of this Owner Contract and is attached hereto as <u>Exhibit B</u> and made a part hereof.

<u>AGREEMENT</u>

The parties agree as follows:

1. <u>Imposition of Assessment</u>. In consideration for the Financing advanced or to be advanced to Property Owner by Lender for the Project under the PACE Program pursuant to the Lender Contract, Property Owner hereby requests and agrees to the imposition by Local Government of the Assessment in the principal amount of $_______________, as set forth in the Notice of Contractual Assessment Lien. The Assessment includes the application and administration fees authorized by the PACE Program and Section 399.006(e) of the PACE Act. Property Owner promises and agrees to pay the Assessment, Contractual Interest thereon, any prepayment penalty, and all penalties, interest, fees, and costs due under and/or authorized by the PACE Act, PACE Program and the financing documents between Property Owner and Lender (the "**Financing Documents**") which are described or listed in <u>Exhibit C</u> attached hereto and made a part hereof by reference. Property Owner promises and agrees pay such amount and interest to Local Government, in care of or as directed by Lender, in satisfaction of the Assessment imposed pursuant to this Owner Contract and the PACE Act. Accordingly, Local Government hereby imposes the Assessment on the Property to secure the payment of such amount, in accordance with the requirements of the PACE Program and the provisions of the PACE Act.

2. <u>Maintenance and Enforcement of Assessment</u>. In consideration for Lender's agreement to advance Financing to Property Owner for the Project pursuant to the Financing Documents, Local Government agrees to maintain and continue the Assessment on the Property for the benefit of Lender until the Assessment, including all interest, fees, penalties, costs, and other sums due under and/or authorized by the PACE Act, PACE Program and the Financing Documents are paid in full, and to release or cause the release of the Assessment upon notice from Lender of such payment. Local Government, through its delinquent property tax collection

process, agrees to undertake reasonable efforts to enforce the Assessment against the Property for the benefit of Lender in the event of a default by Property Owner. Authorized Representative agrees to send an annual notice of assessment to the Property Owner each year there is a PACE lien balance. However, any failure of Local Government or Authorized Representative to deliver an annual notice of assessment to Property Owner will not affect the Assessment or Property Owner's obligations under the Owner Contract.

3. Installments. The Assessment, including the amount financed and contractual interest, is due and payable in installments as set forth in the Notice of Contractual Assessment Lien and the Financing Documents. The Assessment shall include: (1) an application fee to be paid by Property Owner to the Authorized Representative at the time of application, and (2) a closing fee (less application fee) paid to the Authorized Representative at the closing of the Financing. The Property Owner is further required to pay a recurring administration fee to Authorized Representative until the Assessment is released. The recurring administration fee amount shall be collected by Lender and paid to the Authorized Representative within thirty (30) days of receipt by Lender. The administration fee amounts due to Authorized Representative are identified in Exhibit C hereto. When the Assessment, together with any prepayment premium, and/or default penalties and interest, if any, has been paid in full, Local Government's rights under this Owner Contract will cease and terminate, except for rights under Section 18, 19, 20, and 21. Upon notice from Lender that all amounts due have been paid in full, Local Government will direct the Authorized Representative to execute a release of the Assessment and this Owner Contract and record the release. As required by Section 399.009(a) (8) of the PACE Act, the Property Owner represents to the Local Government that the period during which such Installments are payable does not exceed the useful life of the Project.

4. Assignment of Right to Receive Installments or Require Enforcement of Lien. Lender will have the right, with or without the consent of Property Owner, to assign or transfer the right to receive the Installments or require Local Government to enforce the assessment lien in the event of a default in payment, together with all corresponding obligations, provided that all of the following conditions are met:

(a) The assignment or transfer is made to a qualified lender as defined in the Lender Contract;

(b) Property Owner and Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future installments should be mailed at least 30 days before the next installment is due according to the payment schedule included in the Notice of Contractual Assessment Lien and the Financing Documents; and

(c) The assignee or transferee of the right to receive the payments executes an explicit written assumption of all of Lender's rights and obligations under the Lender Contract related to the receipt of the Installments or the enforcement of the assessment lien and provides a copy of such assumption to Property Owner and Authorized Representative.

Lender may assign or transfer the right to receive the Installments or the right to require enforcement of the assessment lien separately. Upon written notice to Property Owner and

Authorized Representative of an assignment or transfer of the right to receive the installments that meets all of these conditions, the assignor shall be released of all of the obligations of the Lender under such Lender Contract accruing after the date of the assignment assumed by and transferred to such assignee or transferee and all of such obligations shall be assumed by and transferred to the assignee. Any attempt to assign or transfer the right to receive the installments that does not meet all of these conditions is void.

5. Lien Priority and Enforcement. Pursuant to Section 399.014 of the PACE Act:

(a) Delinquent installments of the Assessment will incur penalties and accrue interest in the same manner and in the same amount as delinquent property taxes under Texas law. Statutory penalties and statutory interest payable under this paragraph will be retained by Local Government to compensate it for the cost of enforcing the Assessment. Additional interest at any default rate imposed by Lender pursuant to the Financing Documents, along with any other fees and charges that become due pursuant to the Financing Documents, may be imposed and retained by Lender. To ensure that the collection of delinquent installments of Assessments and other amounts due pursuant to the Financing Documents is congruent with the collection of delinquent property taxes the following procedures will be followed:

(1) Any delinquent account on which two thirty (30) day notices of delinquency have been mailed as specified herein shall be enforced by means of Judicial Enforcement.

(2) Delinquent installments of Assessment(s) through November 30 of any year will incur penalties and accrue interest as specified in the Financing Documents.

(3) On or after February 1 of any year, the Authorized Representative will notify the County Tax Assessor/Collector and the entity that collects delinquent taxes for the County of the amount due as of January 31 of said year. The amount due on January 31 shall become the base amount of delinquency which will incur penalties and accrue interest and collection fees in the same manner and on the same schedule as delinquent property taxes.

(4) Installments of Assessment(s) becoming delinquent after November 30 of any year will incur penalties and accrue interest as specified in the Financing Documents but, notification of the County Tax Assessor/Collector and the entity that collects delinquent taxes for the County shall not occur until February 1 following delinquency. The amount due on January 31 following delinquency shall become the base amount of delinquency which will incur penalties and accrue interest and collection fees in the same manner and on the same schedule as delinquent property taxes.

(b) The Assessment, together with any penalties and interest thereon,

(1) is a first and prior lien against the Property from the date on

which the Notice of Contractual Assessment Lien is filed in the Official Public Records of ~~Wise~~Brazoria County as provided by Section 399.013 of the PACE Act, until the financing secured by the Assessment and any penalties and interest (including any Contractual Interest and penalties) are paid; and

(2) such lien has the same priority status as a lien for any other ad valorem tax.

(c) The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due is not eliminated by foreclosure of (i) a property tax lien, or (ii) the lien for a past due portion of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents will be transferred to the succeeding owner without recourse on Local Government or Authorized Representative and with recourse on Property Owner only for any unpaid installments of the Assessment that became due during Property Owner's period of ownership.

(d) In the event of a default by Property Owner in payment of the installments called for by the Financing Documents, the lien created by the Assessment will be enforced by Local Government, in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by a local government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(e) In a suit to collect a delinquent Installment of the Assessment, Local Government will be entitled to recover costs and expenses, including attorney's fees, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48 as in a suit to collect a delinquent property tax. Lender shall be entitled to any additional sums due to it under the Financing Documents in connection with a suit to collect a delinquent Installment of the Assessment.

(f) Distribution of Proceeds of a foreclosure sale pursuant to a Judgment ordering foreclosure of Property Tax Lien(s) and delinquent installments(s) of an Assessment Lien shall be made in the following order:

(1) the payment of the costs of suit and sale;

(2) the payment of ad valorem taxes, penalties, interest, and attorney's fees due under the judgment; and

(3) the payment of delinquent installment(s) of the Assessment, penalties, interest, fees, costs, and attorney's fees due under the judgment.

(g) As provided in Section 399.014 (a-1) of the PACE Act, after the Notice of Contractual Assessment Lien is recorded in the Official Public Records of the County in which the Property is located, the lien created by the Assessment may not be contested on the basis that the improvement is not a "qualified improvement" or the project is not a "qualified project", as such terms are defined in Section 399.002 of the PACE Act.

6. Written Contract Required by PACE Act. This Owner Contract constitutes a written contract for the Assessment between the Property Owner and Local Government as required by Section 399.005 of the PACE Act. The Notice of Contractual Assessment Lien will be recorded in the Official Public Records of ~~Wise~~Brazoria County as public notice of the contractual Assessment, in accordance with the requirements of Section 399.013 of the PACE Act.

7. Qualified Improvements. Property Owner agrees that all improvements purchased, constructed, and/or installed through the financing obtained pursuant to this Owner Contract shall be permanently affixed to the Property and will transfer with the Property to the transferee in the event of a sale or transfer of the Property. Property Owner agrees to provide to Authorized Representative within 30 days after the completion of the Project a verification by an independent third-party reviewer ("ITPR") that the project was properly completed and is operating as intended. Property Owner agrees that Lender may retain the final advance of Financing until such verification is submitted or require Property Owner to pay liquidated damages for a failure to do so, according to paragraph 19 below.

8. Water or Energy Savings. For so long as the Assessment encumbers the Property, Property Owner agrees, on or before January 31st of each year, to report to Authorized Representative the water or energy savings realized through the Project in accordance with the reporting requirements established by Local Government.

9. Construction and Definitions. This Owner Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the PACE Program and/or the PACE Act.

10. Binding Effect. This Owner Contract inures to the benefit of Local Government and is binding upon Property Owner, its heirs, successors, and assigns.

11. Notices. All notices and other communications required or permitted by this Owner Contract shall be in writing and mailed by certified mail, return receipt requested, addressed to the other party at its address shown below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

12. Governing Law. This Owner Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas.

13. Entire Agreement. This Owner Contract constitutes the entire agreement between Local Government and Property Owner with respect to the subject matter hereof and may not be amended or altered in any manner except by a document in writing executed by both parties.

14. Further Assurances. Property Owner further covenants and agrees to do, execute and deliver, or cause to be done, executed, and delivered all such further acts for implementing the intention of this Owner Contract as may be reasonably necessary or required.

15. Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

16. Counterparts. This Owner Contract may be executed in any number of counterparts, and each counterpart may be delivered on paper or by electronic transmission, all of which when taken together will constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

17. Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and Contractual Interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the **"usury limit"**). If the total amount of interest payable to Local Government and Lender exceeds the usury limit, the interest payable to Local Government will be reduced and any interest in excess of the usury limit will be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this Owner Contract.

18. Costs. No provisions of this Owner Contract will require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

19. Release. PROPERTY OWNER AGREES TO AND SHALL RELEASE THE LOCAL GOVERNMENT, ITS AUTHORIZED REPRESENTATIVES, AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "RELEASED PERSONS") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS CONTRACT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE RELEASED PERSON'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE RELEASED PERSON'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, AND EVEN IF THE INJURY, DEATH, DAMAGE OR LOSS IS CAUSED BY THE RELEASED PERSON'S WRONGFUL OR NEGLIGENT ENFORCEMENT OF THE ASSESSMENT OR FORECLOSURE.

20. Indemnification. TO THE MAXIMUM EXTENT ALLOWED BY LAW, PROPERTY OWNER SHALL INDEMNIFY AND HOLD LOCAL GOVERNMENT, ITS AUTHORIZED REPRESENTATIVES, AND THEIR RESPECTIVE AFFILIATES, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (EACH SUCH PERSON HEREIN REFERRED TO AS AN "INDEMNITEE") ABSOLUTELY HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, OBLIGATIONS OR RELATED EXPENSES INCURRED BY OR IMPOSED UPON OR ALLEGED TO BE DUE OF INDEMNITEE IN CONNECTION WITH THE EXECUTION OR DELIVERY OF THIS CONTRACT, THE NOTICE OF CONTRACTUAL ASSESSMENT LIEN, THE FINANCING

DOCUMENTS, AND ANY OTHER DOCUMENT OR ANY OTHER AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, THE PERFORMANCE BY THE PARTIES HERETO OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER OR THEREUNDER, THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, OR, IN THE CASE OF ANY INDEMNITEE, THE ADMINISTRATION OF THIS CONTRACT AND ANY OTHER AGREEMENTS RELATED TO THE PROJECT.

21. No Personal Liability. Pursuant to Section 399.019 of the PACE Act, the Property Owner acknowledges that the members of the governing body of a local government, other elected officials of a local government, employees of a local government, and board members, executives, employees, and contractors of a third party who enter into a contract with a Local Government to provide administrative services for a program under this chapter are not personally liable as a result of exercising any rights or responsibilities under the PACE Program or any agreement in furtherance of the PACE Program.

22. Construction Terms. If the Lender Contract includes requirements related to the construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit D attached hereto and incorporated herein by reference. Such requirements may include, among other things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final project completion.

PROPERTY OWNER:

____

By:__________________________________

Name: ______________________________

Title: ______________________________

Address: ______________________________

____

Email address: __________________________

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF __________ §

This PACE Owner Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on ________________, _________ by ________________________________, _________________________________, on behalf of __________________.

____

____________________________________(print name)

NOTARY PUBLIC, STATE OF TEXAS

LOCAL GOVERNMENT:

CITY OF ALVIN, TEXAS
BY: LONE STAR PACE LLC
ITS: Authorized Representative

BY: ____________________________________
Lee A. McCormick
ITS: President

Email Address: lmccormick@lonestarpace.com

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _________ §

This PACE Owner Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _______________, ________ by ______________________________, _______________________________, on behalf of ________________, a Texas _______________, as Authorized Representative for the Local Government.

____

________________________________(print name)

NOTARY PUBLIC, STATE OF TEXAS

OWNER CONTRACT EXHIBIT A

NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT

OWNER CONTRACT EXHIBIT B

MORTGAGE HOLDER(S) CONSENT

OWNER CONTRACT EXHIBIT C

FINANCING DOCUMENTS

Assessment Payment Schedule

Assessment Total:
Payment Frequency:

Payment Date	Total Payment	Principal Paid	Interest Paid	Administration Fee	Remaining Balance

Financing Documents

Document Title	Parties	Date Executed

OWNER CONTRACT EXHIBIT D

CONSTRUCTION TERMS

Retainage or Liquidated Damages:

Lender will retain _________% of the Financing until a report of completion by a qualified Independent Third Party Reviewer ("ITPR") is provided to Authorized Representative.

OR

Property Owner will pay liquidated damages to Lender of $_______ per day for every day after 30 days following completion of the Project that such a report of completion is not provided. Lender will then provide the report of completion to Authorized Representative.

Additional Construction Terms

Date	Draw down Amount	Purpose

<u>FORM PACE LENDER CONTRACT</u>

THIS PROPERTY ASSESSED CLEAN ENERGY **("PACE"**) LENDER CONTRACT including the attached exhibits ("**Lender Contract**") is made as of the _________ day of ___________, ________, (**"Effective Date"**) by and between the City of Alvin, Texas ("**Local Government**") and ________________________ ("**Lender**").

<u>RECITALS</u>

A. The Property Assessed Clean Energy Act ("**PACE Act**"), Texas Local Government Code Chapter 399, authorizes the governing body of a Local Government to establish a program and designate a region within the Local Government's jurisdiction within which an authorized representative of the Local Government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

B. Local Government has established a program under the PACE Act pursuant to a resolution dated ___________________, and adopted by the City Council ("**PACE Program**"), and has designated _________________________________ as a representative of Local Government ("**Authorized Representative**") authorized to enter into the written contracts with the owners of such property and the providers of such financing described herein, and has designated the entire territory within the Local Government's jurisdiction as a region (the "**Region**") within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner's property pursuant to the PACE Program.

C. Pursuant to Application number ________________, ______________________ ("**Property Owner**"), the legal and record owner of the following qualified "real property," as defined in Section 399.002 of the PACE Act, within the Region has/have applied to Local Government to participate in the PACE Program with respect to certain real property located at ______________________, _________, Texas, _____-____ (the "**Property**") by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as "qualified improvements", as defined in Section 399.002 of the PACE Act ("**Qualified Improvements**"). The installation or modification of such Qualified Improvements on the Property will be a "qualified project" as defined in Section 399.002 of the PACE Act (the "**Project**").

D. Property Owner and Local Government have entered into a written contract as required by Section 399.005 of the PACE Act, a copy of which is attached hereto as <u>Exhibit A</u> and made a part hereof (the "**Owner Contract**"), in which Property Owner has requested that Local Government impose an assessment (the "**Assessment**") on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in the Official Public Records of ~~Wise~~<u>Brazoria</u> County, Texas (the "**Notice of Contractual**

Assessment Lien"), to repay the financing of such Qualified Improvements. A copy of the Notice of Contractual Assessment Lien is attached as Exhibit A to the Owner Contract and made a part hereof. The Property, Qualified Improvements, and Assessment are more fully described in the Notice of Contractual Assessment Lien.

E. Financing for the Project (the "**Financing**") will be provided to Property Owner by Lender in accordance with financing documents which are described in or copies of which are attached as Exhibit B and made a part hereof (the "**Financing Documents**"). Such Financing will include only those costs and fees for which an assessment may be imposed under the PACE Act. This Lender Contract is entered into between Local Government and Lender as required by Section 399.006(c) of the PACE Act to provide for repayment of the Financing through the Assessment.

F. As required by Section 399.010 of the PACE Act, Property Owner has notified the holder(s) of any mortgage liens on the Property at least thirty (30) days prior to the date of the Owner Contract of Property Owner's intention to participate in the PACE Program. Pursuant to the requirements of the PACE Act, the written consent of each mortgage lien holder to the Assessment was obtained on or prior to the date of the Owner Contract, as shown by the copy of such consent(s) attached as Exhibit B to the Owner Contract.

AGREEMENT

The parties agree as follows:

1. Maintenance and Enforcement of Assessment. Lender agrees to provide Financing for the Project in the total principal amount of $_______________, according to the terms set out in the Financing Documents attached hereto as Exhibit B. In consideration for the Financing provided or to be provided by Lender for the Project, and subject to the terms and conditions of this Lender Contract, Local Government agrees to maintain and continue the Assessment for the benefit of Lender until the Assessment, all contractual interest (**"Contractual Interest"**), any prepayment penalty, and any penalties, interest, attorney's fees, and/or costs due under or authorized by the PACE Act due to Lender according to the Financing Documents are paid in full, and to release the Assessment upon notice from Lender of such payment. The Authorized Representative shall record a release of lien in the property records of ~~Wise~~Brazoria County, Texas. Local Government will not release, sell, assign or transfer the Assessment or the lien securing it without the prior written consent of Lender. Local Government agrees to enforce the assessment lien against the Property at the request of Lender in the event of a default in payment by Property Owner in accordance with the provisions set forth in paragraph 6, as may be limited by applicable law. Local Government shall have no obligation to repurchase the Assessment and no liability to Lender should there be a default in the payment thereof or should there be any other loss or expense suffered by Lender or under any other circumstances.

2. Installments. The Assessment and Contractual Interest thereon are due and payable to Lender in installments (**"Installments"**) according to the payment schedule set forth in the Financing Documents attached hereto as Exhibit B. To participate in the PACE Program, the Property Owner is required to pay (1) an application fee to be paid to the Authorized Representative at the time of application, and (2) a closing fee (less application fee) paid to the Authorized Representative at the closing of the Financing. The Property Owner is further required

to pay a recurring administration fee paid by Property Owner to Authorized Representative until the Assessment is released. The recurring administration fee amount will be collected by Lender and paid to Authorized Representative within thirty (30) days of receipt by Lender, unless otherwise agreed to in writing by Authorized Representative. Notwithstanding the foregoing, in the event of delinquency in the payment of any Installment, Lender will, upon notice to Authorized Representative, withhold payment of any amounts due to Authorized Representative in connection with such Installment until the Installment is paid. Any such temporary withholding will not reduce the amount of administration fees included in the Assessment. The amounts due to Authorized Representative are identified in Exhibit B hereto. As required by Section 399.009(a)(8) of the PACE Act, the period during which such Installments are payable does not exceed the useful life of the Project. When the Assessment together with any prepayment premium, and/or default penalties and interest, if any, has been paid in full, Local Government's rights under this Lender Contract will cease and terminate, except for rights under Section 18, 19, 20 and 21. Upon notice from Lender that all amounts owing have been paid in full, Authorized Representative will execute a release of the Assessment and this Lender Contract. Thereafter, the Authorized Representative will record the release.

3. Assignment of Right to Receive Installments or Require Enforcement of Lien. Lender will have the right, without the consent of Property Owner, to assign or transfer the right to receive the Installments or require Local Government to enforce the assessment lien in the event of a default in payment, together with the corresponding obligations, provided that all of the following conditions are met:

(a) The assignment or transfer is made to a qualified lender, which may be one of the following:

(1) Any federally insured depository institution such as a bank, savings bank, savings and loan association and federal or state credit union;

(2) Any insurance company authorized to conduct business in one or more states;

(3) Any registered investment company, registered business development company, or a Small Business Administration small business investment company;

(4) Any publicly traded entity;

(5) Any private entity that:

(i) Has a minimum net worth of $5 million;

(ii) Has at least three years' experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a lending officer that has at least three years' experience in business or industrial lending or commercial real estate lending;

(iii) Can provide independent certification as to availability of funds; and

(iv) Has the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts; or

(6) A financially stable entity, whether or not from the list above, with the ability to carry out, either directly or through a servicer, the obligations of this Lender Contract related to the receipt and accounting of the Installments or the enforcement of the assessment lien.

(b) Property Owner and Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future Installments should be mailed at least 30 days before the next Installment is due according to the payment schedule included in the Financing Documents; and

(c) The assignee or transferee executes a written assumption agreement according to the Financing Documents of all of Lender's rights and obligations under this Lender Contract related to the receipt of the Installments or enforcement of the assessment lien and provides a copy of such assumption to Property Owner and Authorized Representative within 10 days after execution of the agreement. Such written agreement must contain a certification by the Lender and the assignee that all of the conditions in this Section 3 have been met. Lender may assign or transfer the right to receive the Installments or the right to require enforcement of the assessment lien separately. Upon written notice to Property Owner and Authorized Representative of an assignment or transfer that meets all of these conditions, the assignor will be released of all of the rights and obligations of the Lender under this Lender Contract accruing after the date of the assignment that are specified in the assignment or transfer document, and all of such rights and obligations will be assumed by and transferred to the assignee. Any attempt to assign or transfer the right to receive the Installments or to require enforcement of the assessment lien that does not meet all of these conditions is void. Lender will retain all of the rights and obligations of Lender under this Lender Contract until such rights and obligations are assigned or transferred according to this paragraph.

4. Financing Responsibility. Lender assumes full responsibility for determining the financial ability of the Property Owner to repay the Financing and for advancing the funds as set forth in the Financing Documents and performing Lender's obligations and responsibilities thereunder. In the event the assessment lien on the Property is enforced by foreclosure as provided below, Lender will have no further obligations to Property Owner with respect to the Installments that were the subject of the foreclosure, but Lender will retain the rights to enforcement of the lien for any Installments that are not eliminated by the foreclosure, and the succeeding owner of the Property will be subject to such lien.

5. Lien Priority and Enforcement. As provided in the Owner Contract and Section 399.014 of the PACE Act:

(a) Delinquent Installments of the Assessment incur penalties and accrue interest on the principal of the Installment in the same manner and in the same amount as delinquent property taxes. Statutory penalties and statutory interest payable under this paragraph will be retained by Local Government to compensate it for the cost of enforcing the Assessment. Additional interest at any default rate imposed by Lender pursuant to the Financing Documents, along with any other fees and charges that become due pursuant to the Financing Documents may be imposed and retained by Lender. To ensure that the collection of delinquent installments of Assessments is congruent with the collection of delinquent property taxes the following procedures will be followed:

(1) Any delinquent account on which two thirty (30) day notices of delinquency have been mailed as specified herein shall be enforced by means of Judicial Enforcement.

(2) Delinquent installments of Assessment(s) through November 30 of any year will incur penalties and accrue interest as specified in the Financing Documents.

(3) On or after February 1 of any year, the Authorized Representative will notify the City of Alvin, the County Tax Assessor/Collector and the entity that collects delinquent taxes for the County of the amount due as of January 31 of said year. The amount due on January 31 shall become the base amount of delinquency which will incur penalties and accrue interest and collection fees in the same manner and on the same schedule as delinquent property taxes.

(4) Installments of Assessment(s) becoming delinquent after November 30 of any year will incur penalties and accrue interest as specified in the Financing Documents but, notification of the City of Alvin, the County Tax Assessor/Collector and the entity that collects delinquent taxes for the County shall not occur until February 1 following delinquency. The amount due on January 31 following delinquency shall become the base amount of delinquency which will incur penalties and accrue interest and collection fees in the same manner and on the same schedule as delinquent property taxes.

(b) The Assessment, together with any penalties and interest thereon,

(1) are a first and prior lien against the Property from the date on which the Notice of Contractual Assessment Lien is recorded in the Official Public Records of ~~Wise~~Brazoria County, Texas, as provided by Section 399.013 of the PACE Act, until the Assessment, interest, or penalty is paid; and

(2) such lien has the same priority status as a lien for any other ad valorem tax.

(c) The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due will not be eliminated by foreclosure of (i) a property tax lien, or (ii) the lien for a delinquent Installment of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents will be transferred to the succeeding owner without recourse to Lender, Local Government or Authorized Representative.

(d) In the event of a default by Property Owner in payment of an Installment called for by the Financing Documents or the filing of a case under the U.S. Bankruptcy Code by or against Property Owner, the lien created by the Assessment will be enforced by Local Government for the benefit of Lender according to paragraph 6(c) below in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by a Local Government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(e) In a suit to collect a delinquent Installment of the Assessment, Local Government will be entitled to recover costs and expenses, including attorney's fees, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48 as in a suit to collect a delinquent property tax. Lender will be entitled to any additional sums due to it under the Financing Documents in connection with a suit to collect a delinquent Installment of the Assessment.

(f) Notwithstanding any other provisions in this Lender Contract except Section 16 hereof, distribution of Proceeds of a foreclosure sale pursuant to a Judgment ordering foreclosure of Property Tax Lien(s) and delinquent installments(s) of an Assessment Lien shall be disbursed in the following order:

(1) the payment of the costs of suit and sale;

(2) the payment of ad valorem taxes, and associated penalties, interest, and attorney's fees due under the judgment; and

(3) the payment of delinquent installment(s) of the Assessment, and associated penalties, interest, fees, costs, and attorney's fees due under the judgment.

(g) As provided in Section 399.014(a-1) of the PACE Act, after written notice of the Assessment is recorded in the Official Public Records of the county in which the Property is located, the lien created by the Assessment may not be contested on the basis that the improvement is not a "qualified improvement" or the project is not a "qualified project", as such terms are defined in Section 399.002 of the PACE Act.

6. Servicing and Enforcement of Assessment.

(a) Servicing. The Installments and other amounts due under the Financing Documents will be billed, collected, received, and disbursed in accordance with the procedures set out in the Financing Documents. Lender or its designee will be responsible for all servicing duties other than those specifically undertaken by Local Government in this Lender Contract. Authorized Representative agrees to send an annual notice of assessment to the Property Owner each year there is a PACE lien balance. However, any failure of Local Government or Authorized Representative to deliver an annual notice of assessment to Property Owner will not affect the Assessment or Property Owner's obligations under the Owner Contract.

(b) Remittances. Each of the parties covenants and agrees to promptly remit to the other party any payments incorrectly received by such party with respect to the Assessment after the execution of this Lender Contract.

(c) Default and Enforcement. In the event of a default in payment of any Installment according to the Financing Documents, Lender agrees to take at least the following steps to collect the delinquent Installment:

(1) Mail a written notice of delinquency and demand for payment to the Property Owner by both certified mail, return receipt requested, and first class mail; and

(2) Mail a second notice of delinquency to the Property Owner by both certified mail, return receipt requested, and first-class mail at least 30 days after the date of the first notice if the delinquency is continuing.

If the Property Owner fails to cure the delinquency within 30 days after the mailing of the second notice of delinquency, Lender or its designee may notify Authorized Representative in writing of a default in payment by Property Owner. Upon receipt of such notice and after doing its own due diligence, Local Government will enforce the assessment lien for the benefit of Lender pursuant to Sec. 399.014(c) of the PACE Act, in the same manner as a property tax lien against real property may be enforced, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(d) Priority. If the assessment lien is enforced by foreclosure or collected through a bankruptcy or similar proceeding, the assessment balance and any interest or penalties on the assessment will have the same priority status as a lien for any other ad valorem tax, pursuant to Sec. 399.014(a)(2) of the PACE Act.

(e) Final Payment and Release. When the Assessment, Contractual Interest, any prepayment penalty, and any penalties, interest, fees, or costs due under or authorized by the PACE Act or the Financing Documents have been paid in full, Local Government's rights under the Owner Contract will cease and terminate. Upon notice from Lender that all amounts due have been paid in full, Authorized Representative will execute a release of the Assessment and the Owner Contract and record the release.

(f) Limitations on Local Government's Actions. Without the prior written consent of Lender, Local Government will not enter into any amendment or modification of or deviation from the Owner Contract. Local Government or Authorized Representative will not institute any legal action with respect to the Owner Contract, the Assessment, or the assessment lien without the prior written request of Lender.

(g) Limitations of Local Government's Obligations. Local Government undertakes to perform only such duties as are specifically set forth in this Lender Contract, and no implied duties on the part of Local Government are to be read into this Lender Contract. Local Government will not be deemed to have a fiduciary or other similar relationship with Lender. Local Government may request written instructions for action from Lender and refrain from taking action until it receives satisfactory written instructions. Local Government will have no liability to any person for following such instructions, regardless of whether they are to act or refrain from acting.

(h) Costs. No provisions of this Lender Contract will require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

7. Lender's Warranties and Representations. With respect to this Lender Contract, Lender hereby warrants and represents that on the date on which Lender executes this Lender Contract:

(a) Lender is a qualified lender under the PACE Program, as defined in paragraph 3(a) above, and is fully qualified under the PACE Program to enter into this Lender Contract and the Financing Documents;

(b) Lender has independently and without reliance upon Local Government conducted its own credit evaluation, reviewed such information as it has deemed adequate and appropriate, and made its own analysis of the Owner Contract, the Project, and Property Owner's financial ability to perform the financial obligations set out in the Financing Documents; and

(c) Lender has not relied upon any investigation or analysis conducted by, advice or communication from, or any warranty or representation by Local Government, Authorized Representative, or any agent or employee of Local Government, express or implied, concerning the financial condition of the Property Owner or the tax or economic benefits of an investment in the Assessment.

8. Written Contract Required by the PACE Act. This Lender Contract constitutes a written contract between Local Government and Lender, as required under Section 399.006 (c) of the PACE Act.

9. Construction and Definitions. This Lender Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein and not otherwise defined herein have the meanings ascribed to them in the PACE Program, and/or the PACE Act.

10. Binding Effect. This Lender Contract is binding upon and inures to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

11. Notices. Unless otherwise specifically provided herein, all notices and other communications required or permitted hereunder shall be in writing and delivered by first-class mail or by electronic mail, addressed to the other party at the address stated below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

12. Governing Law. This Lender Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas.

13. Entire Agreement. This Lender Contract constitutes the entire agreement between Local Government and Lender with respect to the subject matter hereof and shall not be amended or altered in any manner except by a document in writing executed by both parties.

14. Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

15. Counterparts. This Lender Contract may be executed in any number of counterparts, and each counterpart may be delivered on paper or by electronic transmission, all of which when taken together will constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

16. Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and Contractual Interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the **"usury limit"**). If the total amount of interest payable to Local Government and Contractual Interest payable to Lender exceeds the usury limit, interest payable to Local Government will be reduced and any interest in excess of the usury limit will be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this Lender Contract.

17. Certification. Local Government certifies that the PACE Program has been duly adopted and is in full force and effect on the date of this Lender Contract. Property Owner has represented to Lender and Local Government that the Project is a "qualified project" as defined in the PACE Program and Section 399.002 of the PACE Act. The Assessment has been imposed on the Property as a lien in accordance with the PACE Owner Contract and the PACE Act. Local Government has not assigned or transferred any interest in the Assessment or the PACE Owner Contract.

18. Costs. No provision of this Lender Contract will require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

19. Release. LENDER AGREES TO AND SHALL RELEASE THE LOCAL GOVERNMENT, ITS AUTHORIZED REPRESENTATIVES, AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "RELEASED PERSONS") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO

PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS CONTRACT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE RELEASED PERSON'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE RELEASED PERSON'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, AND EVEN IF THE INJURY, DEATH, DAMAGE OR LOSS IS CAUSED BY THE RELEASED PERSON'S WRONGFUL OR NEGLIGENT ENFORCEMENT OF THE ASSESSMENT OR FORECLOSURE. NOTWITHSTANDING THE FOREGOING, LOCAL GOVERNMENT AGREES THAT ITS OBLIGATION TO MAINTAIN, CONTINUE, AND ENFORCE THE ASSESSMENT AS WELL AS ITS OBLIGATION TO REMIT AMOUNTS IN ACCORDANCE WITH THIS AGREEMENT ARE MINISTERIAL ACTS, AND THE LENDER MAY BRING AN ACTION IN MANDAMUS, A CLAIM FOR SPECIFIC PERFORMANCE, OR ANY SIMILAR ACTION OR REMEDY (EXCEPT AN ACTION SEEKING MONETARY DAMAGES FROM THE LOCAL GOVERNMENT) AGAINST ANY NECESSARY PARTY TO ENSURE THE NECESSARY MINISTERIAL ACTS LISTED ABOVE ARE PERFORMED PURSUANT TO THIS AGREEMENT.

20. Indemnification. TO THE MAXIMUM EXTENT ALLOWED BY LAW, LENDER SHALL INDEMNIFY AND HOLD LOCAL GOVERNMENT, AUTHORIZED REPRESENTATIVES, AND THEIR RESPECTIVE AFFILIATES, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (EACH SUCH PERSON HEREIN REFERRED TO AS AN "INDEMNITEE") ABSOLUTELY HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, OBLIGATIONS OR RELATED EXPENSES INCURRED BY OR IMPOSED UPON OR ALLEGED TO BE DUE OF INDEMNITEE IN CONNECTION WITH THE EXECUTION OR DELIVERY OF THIS CONTRACT, THE NOTICE OF CONTRACTUAL ASSESSMENT LIEN, THE FINANCING DOCUMENTS, AND ANY OTHER DOCUMENT OR ANY OTHER AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, THE PERFORMANCE BY THE PARTIES HERETO OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER OR THEREUNDER, THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, OR, IN THE CASE OF ANY INDEMNITEE, THE ADMINISTRATION OF THIS CONTRACT AND ANY OTHER AGREEMENTS RELATED TO THE PROJECT. NOTWITHSTANDING THE FOREGOING OR ANYTHING CONTAINED HEREIN TO THE CONTRARY, LENDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD ANY INDEMNITEE HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, OBLIGATIONS OR RELATED EXPENSES INCURRED BY OR IMPOSED UPON OR ALLEGED TO BE DUE OF AN INDEMNITEE IF SUCH CLAIMS, LIABILITIES, LOSSES, DAMAGES, OBLIGATIONS OR RELATED EXPENSES ARE CAUSED BY OR ARISE FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE RELATED TO THE FAILURE TO MAINTAIN, CONTINUE, AND ENFORCE THE ASSESSMENT AS WELL AS ITS OBLIGATION TO REMIT AMOUNTS IN ACCORDANCE WITH THIS AGREEMENT.

21. No Personal Liability. Pursuant to Section 399.019 of the PACE Act, the Lender acknowledges that the members of the governing body of a Local Government, other elected officials of a Local Government, employees of a Local Government, and board members, executives, employees, and contractors of a third party who enters into a contract with a Local

Government to provide administrative services for a program under this chapter are not personally liable as a result of exercising any rights or responsibilities under the PACE Program or any agreement in furtherance of the PACE Program.

22. Construction Terms. If this Lender Contract includes any additional requirements related to construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit C attached hereto and incorporated herein by reference. Such requirements may include, among other things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final project completion.

LENDER:

____

By:___________________________________

Name: ____________________________

Title: ____________________________

Address: ____________________________

Email Address: ________________________

ACKNOWLEDGEMENT

STATE OF ________ §

COUNTY OF ________ §

This PACE Lender Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on ______________, ________ by ______________________________, ______________________________, on behalf of ________________.

____

_________________________________(print name)

NOTARY PUBLIC, STATE OF ________

LOCAL GOVERNMENT:

CITY OF ALVIN, TEXAS
BY: LONE STAR PACE LLC
ITS: Authorized Representative

____
BY:
ITS:

Email Address:

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF ________ §

This PACE Lender Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _______________, ________ by ______________________________, ______________________________, on behalf of ________________, a Texas ______________, as Authorized Representative for the Local Government.

____

_______________________________ (print name)

NOTARY PUBLIC, STATE OF TEXAS

LENDER CONTRACT EXHIBIT A

OWNER CONTRACT

LENDER CONTRACT EXHIBIT B

FINANCING DOCUMENTS

Assessment Payment Schedule

Assessment Total:
Payment Frequency:

Payment Date	Total Payment	Principal Paid	Interest Paid	Administration Fee	Remaining Balance

Financing Documents

Document Title	Parties	Date Executed

LENDER CONTRACT EXHIBIT C

CONSTRUCTION TERMS

Retainage or Liquidated Damages:

Lender will retain _________% of the Financing until a report of completion by a qualified Independent Third Party Reviewer (“ITPR”) is provided to Authorized Representative.

OR

Property Owner will pay liquidated damages to Lender of $_______ per day for every day after 30 days following completion of the Project that such a report of completion is not provided. Lender will then provide the report of completion to Authorized Representative.

Date	Draw down Amount	Purpose

FORM NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT

STATE OF TEXAS §
§
CITY OF ALVIN §

RECITALS

A. The Property Assessed Clean Energy Act ("**PACE Act**"), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government's jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand. Unless otherwise expressly provided herein, all terms used herein have the same meanings ascribed to them in the PACE Act.

B. The City of Alvin, Texas ("**Local Government**") has established a program under the PACE Act ("**PACE Program**") pursuant to a resolution dated _________________ adopted by the City Council, and has designated ________________ as a representative of Local Government ("**Authorized Representative**") authorized to enter into and enforce the written contracts with the owners of such property and the providers of such financing described herein, and has designated the entire territory within the City of Alvin jurisdiction as a region (the "**Region**") within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owners' property pursuant to the PACE Program.

C. ______________________ **("Property Owner")** is/are the sole legal and record owner of the qualified "real property," as defined in Section 399.002 of the PACE Act, within the Region located at _____________, _____________, Texas _____-____ and more fully described in Exhibit A attached hereto and made a part hereof (the **"Property**").

D. Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements described in Exhibit B attached hereto and made a part hereof, which are intended to decrease water or energy consumption or demand and which are or will be fixed to the Property as "qualified improvements", as defined in Section 399.002 of the PACE Act (the "**Qualified Improvements**"). The installation or modification of such Qualified Improvements on the Property will be a "qualified project" as defined in Section 399.002 of the PACE Act (the **"Project**"). Property Owner has entered into a written contract (the "**Owner Contract**") with Local Government pursuant to the PACE Act and the PACE Program and has requested Local Government to impose an assessment on the Property to repay the financing of such Qualified Improvements.

E. The financing of such Qualified Improvements will be provided to Property Owner by ______________________ ("**Lender**"), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by Section 399.006(c) of the PACE Act (the "**Lender Contract**"). Lender will be responsible for all servicing duties other than those specifically undertaken by Local Government in the Lender Contract.

THEREFORE, Local Government hereby gives notice to the public pursuant to Section 399.013 of the PACE Act that it has imposed an assessment on the Property in the amount of $________________ as set forth on Exhibit C attached hereto, which together with all interest, fees, penalties, costs and other sums due under and/or authorized by the PACE Act, PACE Program and the financing documents between Property Owner and Lender (the "Financing Documents") is herein referred to as the "Assessment".

Pursuant to Section 399.014 of the PACE Act,

1. The Assessment, including any interest and/or penalties, costs and fees accrued thereon,

   (i) is a first and prior lien against the Property from the date on which this Notice of Contractual Assessment Lien is recorded in the Official Public Records of ~~Wise~~Brazoria County, Texas, until such Assessment, interest, penalties, costs, and fees are paid; and

   (ii) such lien has the same priority status as a lien for any other ad valorem tax.

2. The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due will not be eliminated by foreclosure of: (i) a property tax lien, or (ii) the lien for any past due portion of the Assessment. In the event of a sale or transfer of the Property by Property Owner (including, without limitation, a foreclosure sale for a past due portion of the Assessment), the obligation for the Assessment and the Property Owner's obligations under the Financing Documents (including, without limitation, the portion of the Assessment that has not yet become due) will be transferred to the succeeding owner without recourse to Local Government, or Authorized Representative and with recourse on Property Owner only for any unpaid installments of the Assessment that became due during Property Owner's period of ownership.

   As provided in Section 399.014(a-1) of the PACE Act, after this Notice of Contractual Assessment Lien is recorded in the Official Public Records of the county in which the Property is located, the lien created by the Assessment may not be contested on the basis that the improvement is not a "qualified improvement" or the project is not a "qualified project", as such terms are defined in Section 399.002 of the PACE Act.

EXECUTED on _________________, _______.

LOCAL GOVERNMENT:

CITY OF ALVIN, TEXAS
BY: LONE STAR PACE LLC
ITS: Authorized Representative

____
BY:
ITS:

Email Address:

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _________ §

This Notice of Contractual Assessment Lien pursuant to Property Assessed Clean Energy Act was acknowledged before me on ______________, ________ by ______________________________, ______________________________, on behalf of ________________, a Texas ______________, as Authorized Representative for the Local Government.

____

______________________________ (print name)

NOTARY PUBLIC, STATE OF TEXAS

NOTICE OF LIEN EXHIBIT A

PROPERTY DESCRIPTION

NOTICE OF LIEN EXHIBIT B

QUALIFIED IMPROVEMENTS

NOTICE OF LIEN EXHIBIT C

FINANCING DOCUMENTS

Assessment Payment Schedule

Assessment Total:
Payment Frequency:

Payment Date	Total Payment	Principal Paid	Interest Paid	Administration Fee	Remaining Balance

Financing Documents

Document Title	Parties	Date Executed

INDEXING INSTRUCTION:

Grantor: _________________________, Property Owner
Grantees: _________________________, Local Government
_________________________, Lender

After recording, return to-

____
____
____

AGENDA COMMENTARY

Meeting Date: 9/7/2023

Department: City Manager **Contact:** Junru Roland, City Manager

Agenda Item: Consider Resolution 23-R-29, to approve a contingency fee contract with Perdue, Brandon, Fielder, Collins & Mott LLP, for the collection of delinquent Property Assessed Clean Energy (PACE) assessments pursuant to the Texas Local Government Code and the Texas Property Tax Code; and authorize the Mayor to sign the contract upon legal review.

Type of Item: Contract/Agreement

Summary: Pursuant to the Property Assessed Clean Energy (PACE) program, approved by City Council on June 1,2023, the City agreed to impose contractual assessments on qualified projects administered by Texas PACE. Perdue, Brandon, Fielder, Collins & Mott, L.L.P is currently contracted with the city to collect delinquent property taxes and delinquent municipal court fines. Staff therefore recommends approval of Resolution 23-R-29 and the contract by and between the City of Alvin and Perdue, Brandon, Fielder, Collins & Mott, LLP, for professional legal services regarding the collection of delinquent PACE assessments with services to be paid in accordance with the Local Government Code and the Texas Property Tax Code.

Funding Expected: Revenue _ Expenditure _ N/A X **Budgeted Item:** Yes __ No _ N/A X

Funding Acount: ___ **Amount:** ____ **1295 Form Required?** Yes __ No X

Legal Review Required: N/A __ Required X **Date Completed:** 8/30/2023 SLH

Finance Review Required: N/A __ Required X **Date Completed:** _________

Supporting documents attached:

1. Res. 23-R-29; Perdue PACE Contract
2. Perdue Contract PACE 2023
3. Perdue PACE Contract Notice

Recommendation: Move to approve Resolution 23-R-29, a contingency fee contract with Perdue, Brandon, Fielder, Collins & Mott LLP, for the collection of delinquent Property Assessed Cleaned Energy assessments pursuant to the Texas Local Government Code and the Texas Property Tax Code; and authorize the Mayor to sign the contract upon legal review.

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-29

A RESOLUTION OF THE CITY OF ALVIN, TEXAS, TO APPROVE A CONTINGENCY FEE CONTRACT WITH PERDUE, BRANDON, FIELDER, COLLINS & MOTT LLP, FOR THE COLLECTION OF DELINQUENT PACE ASSESSMENTS; AND AUTHORIZE THE MAYOR TO SIGN THE CONTRACT UPON LEGAL REVIEW.

WHEREAS, on June 1, 2023, the City of Alvin, Texas, approved Resolution 23-R-11, establishing a Property Assessed Clean Energy ("PACE") Program in the City of Alvin, Texas, pursuant to Chapter 399 of the Local Government Code; and

WHEREAS, Section 399.014 of the Local Government Code allows an assessment lien ("assessment") created by virtue of the PACE Program to be enforced by a local government in the same manner that a property tax lien against real property may be enforced by the local government; and

WHEREAS, a local government may file a suit to collect a delinquent installment of an assessment in the same manner as in a suit to collect a delinquent property tax, including recovery of costs, expenses, and attorney's fees in a suit to collect a delinquent installment of an assessment; and

WHEREAS, the governing body of a local government may contract with an entity to perform the duties of the local government relating to collection of assessments imposed under Chapter 399 of the Local Government Code; and

WHEREAS, the City of Alvin has an existing contract with Perdue, Brandon, Fielder, Collins & Mott L.L.P. ("Perdue Brandon") to collect and enforce delinquent *ad valorem* property taxes; and

WHEREAS, the City of Alvin, Texas, has resolved to enter into a contract with Perdue Brandon to collect and enforce delinquent assessments created under Chapter 399 of the Local Government Code; and

WHEREAS, there is a substantial need for the legal services to be provided by Perdue Brandon; these legal services cannot be adequately performed by the attorneys or support staff of City of Alvin; these legal services cannot be reasonably obtained from attorneys on an hourly basis because of the nature of the matter for which the services are being obtained; and the City of Alvin does not have the funds to pay the estimated amounts required under an hourly contract.

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

<u>Section 1.</u> That the above recitals are hereby found to be true and correct and are incorporated into this Resolution as findings of fact by the City Council of Alvin, Texas.

<u>Section 2.</u> The above recitals The City of Alvin, Texas is hereby authorized to enter into a written agreement with Perdue, Brandon, Fielder, Collins & Mott L.L.P. for the collection and enforcement of delinquent assessments pursuant to Chapter 399 of the Local Government Code.

<u>Section 3.</u> **Open Meetings 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 Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this 7th day of September 2023.

CITY OF ALVIN, TEXAS

By: ______________________________
Gabe Adame, Mayor

ATTEST

By: ______________________________
Dixie Roberts, City Secretary

CONTRACT FOR THE COLLECTION OF
DELINQUENT PACE ASSESSMENTS

THE STATE OF TEXAS	§
	§
COUNTY OF BRAZORIA	§

SECTION I. PARTIES

THIS CONTRACT (hereinafter referred to as the "Contract") is made between the City of Alvin, Texas **(hereinafter referred to as "City of Alvin**"), a political subdivision of the State of Texas, acting by and through its governing body, and **PERDUE BRANDON FIELDER COLLINS & MOTT, LLP, (hereinafter referred to as the "Firm" or "Perdue Brandon")**, each a "Party" and collectively, "Parties."

SECTION II. SCOPE OF SERVICES

City of Alvin agrees to engage the Firm to represent the City of Alvin to enforce collection of all Delinquent Property Assessed Clean Energy Act ("PACE") Assessments pursuant to Chapter 399 of the Texas Local Government Code upon the following conditions:

A. Assessments that become delinquent during the term of this Contract are subject to Sections 33.07, 33.08, and 33.48 of the Texas Property Tax Code; Section 399 of the Local Government Code; and

B. City of Alvin reserves the right to make the final decision as to whether to enforce by litigation any Delinquent PACE Assessment account turned over to the Firm for collection.

SECTION III. THE FIRM'S COLLECTION OBLIGATIONS

Upon request, the Firm will provide progress reports and customized collection activity reports on all accounts to the City of Alvin and will present a collection report at a meeting of the governing body of the City of Alvin. The Firm will advise the City of Alvin of all cases where investigation reveals assessment property owners to be financially unable to pay their Delinquent PACE Assessments.

The Firm is to meet regularly with the City of Alvin and other necessary personnel to discuss matters that arise from day-to-day operations. Upon receipt of a delinquent account, the Firm will review the underlying agreement and determine if a third-party is needed to assist with collection. City of Alvin agrees to work with third-party if necessary. The Firm agrees to provide information, advice, and guidance to the City of Alvin on legal issues arising from Delinquent PACE Assessment collections.

SECTION IV. COLLECTION FEE

City of Alvin agrees to pay the Firm, as compensation for services rendered hereunder, the percentage as set forth below, of the total amount of Delinquent PACE Assessments, penalties, and interest which are subject to this Contract and which are collected and paid to the City of Alvin, when an equal amount of Section 33.07, 33.08 or 33.11 penalties are recovered from the assessment property owners:

> Twenty percent (20%) of all Delinquent PACE Assessment collections
> for 2022 assessment year and each year thereafter.

Other Delinquent PACE Assessments which are turned over to the Firm because of the necessity of filing claims in bankruptcy, with other federal authorities, or for other reasons, shall become subject to the terms of this Contract at the time they are turned over to the Firm and the Firm shall be entitled to the appropriate percentage-based compensation, as set forth above, of any amounts of Delinquent PACE Assessments, penalties, and interest received by the City of Alvin.

Such compensation shall become the property of the Firm at the time such Delinquent PACE Assessments, penalties, and interest are actually paid to the City of Alvin. The City of Alvin shall pay said compensation to the Firm monthly by check or electronic transfer.

SECTION V. CITY OF ALVIN'S OBLIGATIONS

City of Alvin agrees to furnish to the Firm all data and information as to the name and address of the nonpayer of Assessments, the legal description of the property, and the amount of Assessments due. City of Alvin further agrees to update said information by furnishing a list of paid accounts and adjustments as necessary. Section 33.48(a) (4) of the Texas Property Tax Code provides: "In addition to other costs authorized by law, a taxing unit is entitled to recover…reasonable expenses that are incurred by the taxing unit in determining the name, identity and location of necessary parties and in procuring necessary legal descriptions of the property on which a tax is due..." The Firm agrees to advance on behalf of the City of Alvin such costs and expenses. In consideration of the advancement of such costs and expenses by the Firm, the City of Alvin assigns its right to recover the same to the extent approved by the Court and/or customarily and usually approved by the Court. The Firm expressly waives any claim against the City of Alvin for uncollected costs or expenses.

SECTION VI. COMMENCEMENT OF THE CONTRACT

This Contract shall commence on October 1, 2023, and continue in force and effect until September 30, 2026, at which time the Contract will continue on a month-to-month basis thereafter. Both City of Alvin and The Firm agree this Contract is separate from, and does not modify or terminate, the existing Contract between City of Alvin and Firm to collect delinquent ad valorem taxes within City of Alvin.

SECTION VII. TERMINATION OF THE CONTRACT

During the term of this Contract, either party shall have the right to terminate this Contract by giving the other party thirty (30) days written notice of their desire and intention to terminate this Contract.

In the case of such termination, the Firm shall be entitled to receive and retain all compensation due up to the date of said termination. Additionally, the Firm shall have an additional six (6) months to bring to payment or judgment or otherwise resolve or nonsuit all litigation and bankruptcy claims filed by the Firm on behalf of the City of Alvin prior to the termination of this Contract. During such six-month period, the Firm will be entitled to compensation in accordance with Section IV of this Contract for Delinquent PACE Assessments, penalties, and interest collected.

SECTION VIII. SEVERABILITY

Every provision of this Contract is severable. If any term or provision hereof or hereafter deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Contract. Any remaining provisions shall be construed in a manner closely approximating the intention of the parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

SECTION IX. CONFIDENTIALITY

The Parties to this Contract agree that each shall treat as confidential all information provided by a party to the other party regarding such party's business and operations including proprietary technology and systems.

SECTION X. MANDATORY PROVISIONS

Pursuant to Chapters 2252, 2271, and 2274 of the Texas Government Code, the Firm verifies that it does not and will not for the term of this contract boycott Israel or energy companies; that it does not have a policy which discriminates against a firearm entity or firearm trade association nor will it create such a policy for the term of this contract; and that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. If you have a complaint against or dispute with this firm involving professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint.

SECTION XI. ACCEPTANCE OF REPRESENTATION

In consideration of the terms and compensation stated herein, The Firm hereby accepts said representation and undertakes performance under this Contract.

This Contract is executed on behalf of the City of Alvin by the presiding officer of its governing body who is authorized to execute this instrument by Resolution duly passed and recorded in its minutes.

SECTION XII. INDEMNIFICATION

The Firm shall indemnify and hold harmless the Taxing Authority from claims, demands, costs, expenses, attorney's fees and/or losses due to the Firm's error, neglect, act or omission during the term of this Contract.

SECTION XIII. MANDATORY AND EXCLUSIVE VENUE

Mandatory and exclusive venue for any lawsuit or other adjudicative proceeding involving dispute arising under this Contract shall be in Brazoria County, Texas. Furthermore, it is agreed that the parties will attempt to mediate any potential dispute prior to the initiation of any lawsuit or adjudicative proceeding.

[Continued on Next Page]

WITNESS the signatures of all parties hereto in duplicate originals this the _____ day of ___________________ 2023, in Brazoria County, Texas.

THE CITY OF ALVIN, TEXAS

By:____________________________
Gabe Adame, Mayor

ATTEST

By: ____________________________
Dixie Roberts, City Secretary

PERDUE BRANDON FIELDER COLLINS & MOTT, LLP

____
Michael J. Darlow, Partner

NOTICE PURSUANT TO GOVERNMENT CODE SECTION 2254.1036

WHEREAS, City of Alvin, Texas (the "City of Alvin"), has established a PACE (Property Assessed Clean Energy) Program wherein the City of Alvin agrees to impose contractual assessments on qualified projects being administered by Texas PACE Authority, an independent third party, pursuant to the PACE Act, codified in Chapter 399 of the Texas Local Government Code. The contractual assessments are imposed to secure repayment of financing provided to qualified projects within the City of Alvin; and

WHEREAS, the City of Alvin will consider entering into a contingent fee contract with the law firm of Perdue, Brandon, Fielder, Collins & Mott, L.L.P. ("Firm") for the purpose of collecting delinquent PACE assessments and hereby posts this notice pursuant to Section 2254.1036 of the Texas Government Code; and

WHEREAS, this notice shall be posted before or at the time of giving the written notice required by Texas Government Code Section 551.041 for a meeting described by Section 2254.1036(2) of the Texas Government Code and shall announce the following:

A. The City of Alvin is pursuing a contract with the Firm for the collection of PACE assessments which become delinquent under certain Owner and Lender Contracts entered into pursuant to Chapter 399 of the Local Government Code.

B. The City of Alvin believes the Firm has the competency, qualifications, and experience necessary to fulfill this contract. TEX. GOVT. CODE §2254.1036(a)(1)(B). The Firm has collected delinquent government receivables for over 50 years, including the collection of delinquent taxes. The Firm currently has 14 primary offices and multiple satellite offices throughout Texas, Oklahoma, and Florida. It employs more than 400 individuals, including 61 attorneys. It uses a multi-office, fully integrated team approach allowing the City of Alvin access to all its offices and resources. Its collection team consists of long-term Firm employees, including attorneys, call center associates, paralegals, law clerks, legal secretaries, collection support personnel, and information technology experts. The Firm utilizes proprietary collection software that can be tailored to meet any special need the City of Alvin may have. This proprietary software also automates many aspects of the collection process, such as: account/debtor research, mailings and phone calls, return mail and address updates, payment notification and processing and workflow.

C. The nature of any relationship between the City of Alvin and the Firm is as follows. TEX. GOVT. CODE §2254.1036(a)(1)(C).

   The Firm has represented the City of Alvin since 1997 in the collection of delinquent ad valorem taxes and since 2015 for the collection of outstanding municipal court fines and fees.

D. The City of Alvin is unable to collect delinquent PACE assessments. TEX. GOVT. CODE §2254.1036(a)(1)(D). The City of Alvin currently does not have adequate support staff, computer software/programming, or experience to internally conduct these collection services and acquiring these will result in substantial expense to the City of Alvin. Furthermore, the City of Alvin is authorized to contract with an entity to perform the duties of the City of Alvin relating to the collection of assessments imposed under the PACE Act, TEX. LOC. GOVT. CODE §399.015(a).

E. These collection services cannot be provided for an hourly fee. TEX. GOVT. CODE §2254.1036(a)(1)(E). The assessment lien may be enforced by the City of Alvin in the same manner that a property tax lien against real property may be enforced by a local government to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution. Delinquent installments of the assessments incur interest and penalties in the same manner as delinquent property taxes, and a local government may recover costs and expenses, including attorney's fees, in a suit to collect a delinquent PACE assessment in the same manner as in a suit to collect a delinquent property tax. TEX. LOC. GOVT. CODE §§ 399.014(c-e). The Tax Code allows the assessment of a percentage-based fee to recover the costs of collecting delinquent taxes. This percentage-based fee is assessed only against the debtor and not the City of Alvin or taxpayers of the City of Alvin. The City of Alvin will bear the cost of hourly fees for collection of delinquent PACE assessments and not the debtor, because the Tax Code does not expressly authorize the City of Alvin to pay for collection services based on an hourly fee.

F. The City of Alvin believes this contingent fee contract is in its best interest. TEX. GOVT. CODE §2254.1036(a)(1)(F). Under the contingent fee contract, the Firm will be paid the amount of the percentage-based collection fee, regardless of the number of hours the Firm spends researching, contacting, and mailing to collect the delinquent PACE assessment. Additionally, the percentage-based collection penalty is a pass-through expense to the debtor and not an expense to the City of Alvin or taxpayers in the City of Alvin.

Executed this the ____ day of _______________, 2023.

____
Dixie Roberts, City Secretary

AGENDA COMMENTARY

Meeting Date: 9/7/2023

Department: Police Department

Contact: Dixie Roberts, Asst. City Manager/City Secretary, Robert Lee, Police Chief

Agenda Item: Consider Resolution 23-R-28, accepting a $15,000.00 donation from the Southeast Texas Housing Finance Corporation (SETH) to the City of Alvin Police, Fire, and EMS Departments.

Type of Item: Resolution

Summary: The Southeast Texas Housing Finance Corporation (SETH) is the owner of Stonegate Apartments, and is actively involved in helping the Alvin community. Stonegate is an apartment community located at 1277 Dickison Road featuring a 160-unit affordable housing development that leases 75% of the units to families whose incomes are below 60% of the Area Mean Income (AMI) and 25% of the units are leased to market renters. Stonegate just recently sold an easement to the City for water and sewer lines and granted a temporary construction easement for $10. Also, SETH recently provided Brazoria County $50,000 to provide rent and utility payments for eligible low income residents. In addition to this funding, SETH is donating $5,000 each to the Alvin Police, Fire, and EMS Departments for a total donation to the City of $15,000. This donation will be used for community outreach, recruiting, and purchase of equipment.

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.

Resolution 23-R-28 is the formal acceptance of this donation. Staff recommends approval of Resolution 23-R-28.

Funding Expected: Revenue X Expenditure _ N/A __ **Budgeted Item:** Yes __ No _ N/A X

Funding Acount: ___ **Amount:** ____ **1295 Form Required?** Yes __ No X

Legal Review Required: N/A __ Required X **Date Completed:** 8/30/2023 SLH

Finance Review Required: N/A __ Required X **Date Completed:** 8/30/2023 MH

Supporting documents attached:

1. Res 23-R-28; Accepting $15,000 donation from SETH to APD, AFD, EMS

Recommendation: Move to approve Resolution 23-R-28, formally accepting the $15,000 donation from the Southeast Texas Housing Finance Corporation (SETH) to Alvin Police, Fire, and EMS Departments.

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

RESOLUTION 23-R-28

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ACCEPTING THE DONATION OF FIFTEEN-THOUSAND DOLLARS FROM THE SOTUHEAST TEXAS HOSUING FINANCE CORPORATION (SETH) TO THE ALVIN POLICE, FIRE AND EMS DEPARTMENTS.

WHEREAS, the Southeast Texas Housing Finance Corporation, has indicated their intent to donate Five Thousand Dollars to each the Alvin Police Department, Alvin Fire Department and Alvin Emergency Services Department for a total donation to the City of Alvin in the amount of Fifteen-Thousand Dollars; and

WHEREAS, the City of Alvin welcomes support from the community in attempts to assist and promote the Alvin Police Department, Alvin Fire Department and Alvin Emergency Services Department; and

WHEREAS, City Council desires to accept this donation and express their appreciation to the Southeast Texas Housing Finance Corporation;

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

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

Section 2. That the City Council, on behalf of the citizens of the City of Alvin, Texas, hereby expresses their appreciation to the Southeast Texas Housing Finance Corporation and accepts the donation of Fifteen-Thousand Dollars.

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

PASSED AND APPROVED this the 7th day of September 2023.

THE CITY OF ALVIN, TEXAS	**ATTEST**
______________________________	______________________________
Gabe Adame, Mayor	Dixie Roberts, City Secretary

AGENDA COMMENTARY

Meeting Date: 9/7/2023

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

Agenda Item: Consider an expenditure in an amount not to exceed $78,440.00 for the purchase of hot mix asphaltic concrete from American Materials, Inc., utilizing the FY 2022-23 Interlocal Cooperative Purchasing Agreement with Brazoria County for the Wastewater Treatment Plant Asphalt Road Project.

Type of Item: Action Item

Summary: City Council approved the FY23 Interlocal Agreement with Brazoria County at the regular council meeting on September 1, 2022. The purpose of the Interlocal Agreement between the City and the County provides the mechanisms for the County to provide the City of Alvin with equipment and personnel to assist in the construction, improvement, maintenance, and/or repair of up to two (2) miles of asphalt streets in various locations within the city limits of Alvin. The City of Alvin entered this partnership with Brazoria County in 1991 and has continued to use the program since that time. This program provides for low-cost paving and rehabilitation of asphalt streets and has improved over 34 miles of asphalt streets since the start in 1991.

At the January 5, 2023, Council Meeting, staff proposed the City of Alvin Wastewater Treatment Plant (WWTP) road as an asphalt project to be completed with this interlocal, as the County only performs driving surface asphalt overlays. This roadway isn't considered a residential roadway, but is city property, as it provides ingress and egress into the WWTP. Council approved the recommended proposed WWTP roadway project.

This expenditure will allow the City of Alvin staff to use and participate in the Brazoria County Contract #21-32 Road Materials - Surface Course Contract for Hot Mix Asphaltic Concrete (HMAC) from American Materials, Inc. utilizing the Interlocal Cooperative Purchasing Agreement with Brazoria County to complete the WWTP Road Project that was previously approved by City Council and the Brazoria County Judge.

Item Description	Qty	Unit	Price	Item Cost
Asphalt - HMAC	1,060	Ton	$74.00	$78,440

Funding Expected: Revenue _ Expenditure X N/A __ **Budgeted Item:** Yes X No _ N/A _

Funding Acount: 312-5501-00-3390 **Amount:** $78,440.00 **1295 Form Required?** Yes X No __

Legal Review Required: N/A __ Required X **Date Completed:** 8/30/2023 SLH

Finance Review Required: N/A __ Required X **Date Completed:** 8/30/2023 MH

Supporting documents attached:

1. Brazoria County Interlocal Agreement Contracts
2. Award ITB #21-32 04 13 21 7.W.2
3. Renew ITB #21-32 Road Materials-Surface Courses_7.L.3_4.11.23
4. Contract Sheet - 21-32 Road Materials- Surface Courses3
5. Interlocal Agreement 2022
6. Interlocal Agreement IS23-0012 - signed

Recommendation: Move to approve an expenditure in an amount not to exceed $78,440.00 for the purchase of hot mix asphaltic concrete from American Materials, Inc., utilizing the FY 2022-23 Interlocal Cooperative Purchasing Agreement with Brazoria County for the Wastewater Treatment Plant Asphalt Road Project.

Reviewed by Department Head, if applicable: __
Reviewed by City Attorney, if applicable: X
Reviewed by Chief Financial Officer, if applicable: X
Reviewed by City Manager, if applicable: X

Date: 8/10/2010

THE REGULAR COMMISSIONERS COURT SESSION OF BRAZORIA COUNTY, TEXAS

ORDER NO. V.A.10.c.

RE: Enter into an interlocal agreement with various entities within Brazoria County

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Upon recommendation of the County Purchasing Director, enter into an Interlocal Agreement between Brazoria County and the following entities listed below pursuant to the authority granted in the provisions of the "Texas Interlocal Cooperation Act", Government Code, Chapter 791, providing for the cooperation between local government bodies.

City of Alvin, City of Bonney, City of Danbury, Hillcrest Village, City of Oyster Creek, City of Richwood, City of Sweeney and Sandy Point

This agreement will allow either party the ability to utilize the Contracts of the other party.

Further, that the County Judge be authorized to sign said Agreement on behalf of Brazoria County.

INTERLOCAL AGREEMENT
BETWEEN COUNTY OF BRAZORIA AND THE CITY OF ALVIN

This agreement is made this 10th day of August 2010 between the County of Brazoria, Texas and the City Alvin.

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act", Chapter 791 Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the promises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Section 791.001-791.029 of the Texas Government Code; and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services performed under this contract.

I.

Each party hereby makes, constitutes and appoints the other party its true and lawful purchasing agent for the purchase of various commodities using Annual Contracts (Bids). Each party will maintain a listing of Annual Contracts which are available for the other party's use. To utilize one or more of these contracts, each party must request authorization, in writing, to the other party. Upon receipt of request, the receiving party will forward a copy of the appropriate Annual Contract to the requesting entity. Each party agrees that the other party shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by the other party according to its usual bidding procedures and in accordance with applicable State statutes.

II.

Each party agrees that all specifications for selected items shall be as determined by the other party.

III.

Each party agrees to pay the supplier for all goods, equipment and products pursuant to this agreement. The successful bidder or bidders shall bill each party directly for all items purchased and each party shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.

IV.

Gary Appelt, Mayor is hereby designated as the official representative to act for the City of Alvin in all matters relating to this agreement.

V.

E.J. "Joe" King, County Judge, is hereby designated as the official representative to act for the County of Brazoria, Texas in all matters relating to this agreement.

VI.

This agreement shall be in effect from the date of execution until terminated by either party to the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first above written.

BRAZORIA COUNTY
111 E. Locust Street
Angleton, TX 77515

BY:______________________
(Signature)

NAME: E.J. "Joe" King
TITLE: County Judge

DATE 8-20-10

City of Alvin
Attn: Mayor Gary Appelt
216 W. Sealy
Alvin, TX 77511

BY:______________________
(Signature)

NAME: Gary Appelt
TITLE: Mayor

DATE 2-17-11

April 13, 2021

THE COMMISSIONERS' COURT OF BRAZORIA COUNTY

REGULAR SESSION

ORDER NO. 7.W.2
RE: Award ITB #21-32 Road Materials-Surface Courses

Award "ITB #21-32 Road Materials-Surface Courses" to American Materials Inc., of Stafford, Texas; Century Asphalt, LTD of Baytown, Texas and Vulcan Construction Materials LLC of San Antonio, Texas. Who submitted bids meeting our specifications as per the attached bid tabulation.

Further, that the County Judge be authorized to sign any and all documents necessary to execute said agreements on behalf of the County.

21-32 SUMMARY

Seven hundred and eighty-nine (789) vendors were notified of our solicitation which was posted in our Bonfire electronic procurement portal as well as advertised in The Facts and the Electronic State Business Daily (ESBD) website. There were thirty-three (33) document takers resulting in three (3) submissions.

At the recommendation of the Purchasing Department, in conjunction with the Engineering Department, award “ITB#21-32 Road Materials-Surface Courses” to American Materials Inc., of Stafford, Texas; Century Asphalt, LTD of Baytown, Texas and Vulcan Construction Materials LLC of San Antonio, Texas who submitted bids meeting our specifications as per the attached bid tabulation.

BrazoriaCounty
TX

Court Order

Passed
Apr 13, 2021 9:00 AM

Award ITB #21-32 Road Materials-Surface Courses

Information

Department:	Purchasing	**Sponsors:**	
Category:	Award		

Attachments

Printout
21-32 Summary
21-32 Bid Tabulation
Bonfire Vendor Invites

Body

Award "ITB #21-32 Road Materials-Surface Courses" to American Materials Inc., of Stafford, Texas; Century Asphalt, LTD of Baytown, Texas and Vulcan Construction Materials LLC of San Antonio, Texas. Who submitted bids meeting our specifications as per the attached bid tabulation.

Further, that the County Judge be authorized to sign any and all documents necessary to execute said agreements on behalf of the County.

Meeting History

Apr 13, 2021 9:00 AM Media **Commissioners' Court** **Regular Session** **Draft**

RESULT:	**PASSED [UNANIMOUS]**
MOVER:	Donald "Dude" Payne, Commissioner
SECONDER:	Ryan Cade, Commissioner
AYES:	L.M. "Matt" Sebesta, Donald "Dude" Payne, Ryan Cade, Stacy L. Adams, David R. Linder

Powered by **Granicus**

April 11, 2023

THE COMMISSIONERS' COURT OF BRAZORIA COUNTY

REGULAR SESSION

ORDER NO. 7.L.3
RE: Renew ITB #21-32 Road Materials- Surface Courses

Approval to renew with a price increase for "ITB #21-32 Road Materials- Surface Courses" with the following vendors, per the attached spreadsheet for a third (3rd) year of a five (5) year contract:

American Materials, Inc. of Stafford, TX and;
Vulcan Construction Materials LLC of San Antonio, TX

In addition, the current term is set to expire on April 25, 2023. The renewal term shall be April 26, 2023 to April 25, 2024.

Further, all vendor provided supporting documents of price increases from suppliers.

ITB 21-32 ROAD MATERIALS - SURFACE COURSES RENEWAL TERM: APRIL 26, 2023 - APRIL 25, 2024		AMERICAN MATERIALS		VULCAN CONSTRUCTION MATERIAL	
ADDRESS		10126 CASH ROAD		10101 REUNION PLACE STE 500	
CITY,STATE, ZIP		STAFFORD, TX 77477-440-		SAN ANTONIO, TX 78216	
PHONE NUMBER		281-499-1551		210-965-0419	
CONTACT NAME		JERRY BERRY		JULIA FARRAR	
EMAIL ADDRESS		jberry@durwoodgreene.com		farrarj@vmemail.com	
DESCRIPTION					
SURFACE COURSES	COUNTY ID #	*PRICE INCREASE EFFECTIVE 4/11/2023*		*PRICE INCREASE EFFECTIVE 4/11/2023*	
5.1 RECYCLED ASPHALTIC CONCRETE PAVEMENT RACP)					
TxDot Item 340, Type D, mixed with AC-20		New Price per ton		New Price per ton	
Price per ton bidder's plant / siding loaded onto County trucks	6780	$74.00		$77.00	
Price per ton as delivered to jobsite	6780	$74.00		$77.00	
Hauling First Mile	7087	$3.25		$4.95	
Hauling Each Addtl Mile	7088	$0.20		$0.25	
Price per ton in place	7759	-		$61.00	
Hauling First Mile	7087	-		$4.95	
Hauling Each Addtl Mile	7088	-		$0.25	
State mininum truckload if required		14 TONS		22 TONS	
5.2 RECYCLED ASPHALTIC CONCRETE PAVEMENT (RACP) TxDot Item 340, Tpe B, mixed with AC-20 Asphalt		New Price per ton		New Price per ton	
Price per ton bidder's plant/siding loaded onto County trucks	6781	$74.00		$77.00	
Price per ton as delivered to jobsite:	6781	$74.00		$77.00	
Hauling First Mile	7078	$3.25		$4.95	
Hauling Each Addtl Mile	7079	$0.20		$0.25	
Price per ton in place	7760	$64.00		$61.00	
Hauling First Mile	7078	$3.25		$4.95	
Hauling Each Addtl Mile	7079	$0.20		$0.25	
State Minimum truckload if required		14 TONS		22 TONS	
5.3 HOT MIX APAHALTIC CONCRETE PAVEMENT					
ASPHALT MIX TYPE D		New Price per ton		New Price per ton	
Price per ton bidder's plant / siding loaded onto County trucks	6782	$74.00		$77.00	
Price per ton as delivered to jobsite	6782	$74.00		$77.00	
Hauling First Mile	7494	$3.25		$4.95	
Hauling Each Addtl Mile	7495	$0.20		$0.25	
State Minimum truckload if required		14 TONS			
		Plant Location		Plant Location	
	County Facility	Mileage		Mileage	New Haul Rate *Effective 4/11/2023*
	Airport	6		Lockwood/ 49 Mi	$16.35
	Alvin Svc Ctr	23		Lockwood/ 24 Mi	$12.50
	Angleton Svc Ctr	3		Lockwood/ 48 Mi	$16.35
	Camp Mohawk	23		Lockwood/ 33 Mi	$14.35
	Clute Svc Ctr	10		Lockwood/ 60 Mi	$18.85
	Hanson Park	14		Lockwood/ 61 Mi	$18.65
	Manvel Svc Ctr	24		Lockwood/ 24 Mi	$11.65
	Mosquito Control	3		Lockwood/ 46 Mi	$16.35
	Quintana Cty Park	22		Lockwood/ 70 Mi	$21.00
	Resoft Park	23		Lockwood/ 21 Mi	$11.85
	San Luis Cty Park	30		Lockwood/ 79 Mi	$22.35
	W. Columbia Svc	14		Lockwood/ 57 Mi	$17.85

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT

This agreement is made at Angleton, Brazoria County, Texas between BRAZORIA COUNTY, TEXAS acting through its Commissioners' Court (hereinafter "COUNTY"), and the CITY OF ALVIN, acting through its Mayor (hereinafter "CITY").

NOW THEREFORE, THE COUNTY AND THE CITY agrees as follows:

1.0 The term of this agreement shall be from October 1, 2022, to September 30, 2023. The AGREEMENT may be renewed annually by the written approval of COUNTY and CITY.

1.1 Pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and the Texas Transportation Code, Section 251.012, the COUNTY agrees to provide personnel and equipment at its own expense to assist in the construction, improvement, maintenance and/or repair of a street or alley located within the corporate limits of the CITY OF ALVIN, subject to the approval of the County Engineer as set forth in Section 1.3, including sub grade preparation, base preparation, asphalt paving, culverts and ditch work, herbicide spraying, painting and striping roads, installation of permanent traffic signs, and other routine road maintenance operations. Any work performed on the City's streets and alleys which are not an integral part of, or a connecting link to, other roads and highways is allowed if such work is determined to be a benefit to the County by Commissioners' Court. The CITY will provide materials, including fuel used by the equipment for these projects. All such materials shall be paid for by the CITY, and may be purchased through the County's suppliers. The CITY shall reimburse the cost of any work performed or obtained by the COUNTY, which is determined to be beyond the scope of this agreement, to the County.

1.2 The county work authorized by this AGREEMENT may be done:

(1) By the COUNTY through use of county equipment;

(2) By an independent contractor with whom the COUNTY has contracted for the provision of certain services and materials, conditioned on the CITY providing a purchase order to such independent contractor for the full amount of such services or materials.

1.3 During the term of this AGREEMENT when COUNTY work is requested, the Mayor of the City shall submit a request in writing to the County Engineer. The County Engineer and the Mayor of the City shall agree in writing as to the location and type of assistance to be provided pursuant to this AGREEMENT. It is expressly understood between the parties that the COUNTY shall have no authority or obligation to provide any service or work on any city street or alley not so agreed to in writing. The County Engineer is authorized to sign an acceptance statement for each project at the appropriate time and authorize the work subject to be completed as the Road and Bridge Department schedules permit.

1.4 The parties intend that the COUNTY in performing such services shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The COUNTY shall not be considered an agent, employee, or borrowed servant of the CITY.

1.5 For and in consideration of the above agreement by the County, the CITY agrees to provide all warning and safety signs and other safety protections as required when such work is being performed by the COUNTY.

1.6 The parties further agree that such work and materials are provided by the COUNTY without warranty of any kind to the CITY or any third party, and that the COUNTY has no obligation to provide any supplemental warranty work after a project's completion. The CITY agrees to provide any engineering or design work required for work done pursuant to this agreement.

II.

2.0 The Parties expressly acknowledge that the City's and the County's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City or the County is invalid. Nothing in this Agreement requires that either the City or County incur debt, assess or collect funds, or create a sinking fund.

2.1 Payment for services or materials under this agreement shall be payable from current revenues available to the paying party.

III.

3.0 Either party may terminate this agreement upon thirty (30) day's written notice to the other party.

3.1 Nothing herein shall be construed to make either party a purchaser or consumer of goods or services from the other.

3.2 Nothing herein shall be construed to create any rights in third parties.

BRAZORIA COUNTY, TEXAS

By: L.M. "Matt" Sebesta Jr.
Brazoria County Judge

By: Mayor

DATE: 9-1-22

ATTEST:

CITY SECRETARY

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT
BETWEEN BRAZORIA COUNTY AND THE CITY OF ALVIN
IS23-0012

This Agreement is made between BRAZORIA COUNTY and the CITY OF ALVIN hereinafter referred to as the COUNTY and CITY respectively.

RECITALS

WHEREAS, the CITY wishes to repair all roads as listed on Exhibit "B"; and

WHEREAS, the CITY has requested the COUNTY'S assistance to providing labor and equipment to repair all roads as listed on Exhibit "B"; and

WHEREAS, the COUNTY has agreed to utilize Brazoria County Road & Bridge equipment and employees to perform this work pursuant to the authority of Texas Transportation Code, §251.015, and the Interlocal Cooperation Act, Texas Government Code, §791.001 et. seq., subject to the conditions and limitations of this Agreement;

NOW THEREFORE, the CITY and COUNTY agree as follows:

1.01 COUNTY agrees to supply such equipment as may be necessary together with operators to repair all roads listed on Exhibit "B".

1.02 The CITY agrees to pay for material needed in the project directly to supplier, and in the event COUNTY costs in performing above-described work exceed $10,000.00, the CITY shall pay, from the point in time that COUNTY'S costs equal the sum $10,000.00, the labor costs and the hourly value of equipment used, plus any other costs associated with the use of the equipment. Though it is contemplated by this agreement that CITY will obtained the necessary design and engineering studies required by the project prior to the commencement of the work, CITY agrees to pay the reasonable cost of any design or engineering work obtained by COUNTY if it exceeds the sum of $10,000.00. The value of equipment shall be those hourly rates which have been previously established by the COUNTY for each item of its equipment, multiplying the same by the number of hours, such equipment has been utilized in excess of the point in time when COUNTY'S costs equaled the sum of $10,000.00. COUNTY equipment utilized on site for the project shall be charged to CITY on a daily rate for each day it is on-site.

1.03 The parties intend that COUNTY, in performing such services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. COUNTY is not considered an agent or employee of CITY.

1.04 Each party agrees that payments for the performance of governmental functions or services shall be from current revenues available to the paying party and further that such payments shall fairly compensate the performing party for the service it supplies provides for the other party's benefit.

1.05 COUNTY does not warrant the suitability for this project of any material purchased by CITY from a third party which maintains a continuing contract with COUNTY. Any cost estimate made connection with this project is only an estimate and is not warranty of the final cost of the project.

1.06 To the extent permitted by law, CITY agrees to assume the risk of, fully indemnify, hold harmless and defend COUNTY, its agent, officers and employees from any and all loss, damage, cost demands and causes of action of any manner from the performance of the above referenced work.

1.07 COUNTY executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court so authorizing, and the CITY executes this Agreement by and through the Mayor acting pursuant to authorizations of its City Council.

1.08 Nothing herein shall be constructed to make either party purchaser or consumer of goods or services from the other.

1.09 Nothing herein shall be constructed to create any rights in third parties.

1.10 Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

IN TESTIMONY OF WHICH, witness our signatures on the execution dates herein below.

By: ______________	By: ______________
CITY OF ALVIN	BRAZORIA COUNTY
MAYOR	COUNTY JUDGE
Date signed: 1-5-2023	Date signed: 1/10/2023

City of Alvin
Interlocal Agreement Project Request Summary FY-23

STREET/LOCATION	LIMITS (TO – FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects ONLY)	*FOR OFFICE USE ONLY*
WWTP Road	CR 160 to WWTP	2,900ft	20ft	Reclaim + Overlay	$124,672.25

Note: Each page submitted must be approved by the Mayor.
Return to: County Engineer's Office

Please return your completed Project Request to the attention of Mandie Kelly prior to October 1, 2022.

1

Approved By: Mayor

Interlocal Agreement IS23-0012

Final Audit Report 2023-01-10

Created:	2023-01-09
By:	Dixie Roberts (droberts@cityofalvin.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQGHSiptCGrFArMUD9tlKs9DSA9KueeId

"Interlocal Agreement IS23-0012" History

Document created by Dixie Roberts (droberts@cityofalvin.com)
2023-01-09 - 5:38:32 PM GMT

Document emailed to tricias@brazoriacountytx.gov for signature
2023-01-09 - 5:44:20 PM GMT

Email viewed by tricias@brazoriacountytx.gov
2023-01-09 - 5:44:37 PM GMT

Document signing delegated to laceyp@brazoriacountytx.gov by tricias@brazoriacountytx.gov
2023-01-10 - 2:15:32 PM GMT

Document emailed to laceyp@brazoriacountytx.gov for signature
2023-01-10 - 2:15:32 PM GMT

Email viewed by laceyp@brazoriacountytx.gov
2023-01-10 - 8:06:41 PM GMT

Signer laceyp@brazoriacountytx.gov entered name at signing as L.M. "Matt" Sebesta, Jr.
2023-01-10 - 8:52:11 PM GMT

Document e-signed by L.M. "Matt" Sebesta, Jr. (laceyp@brazoriacountytx.gov)
Signature Date: 2023-01-10 - 8:52:13 PM GMT - Time Source: server

Agreement completed.
2023-01-10 - 8:52:13 PM GMT

AGENDA COMMENTARY

Meeting Date: 9/7/2023

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider an expenditure in an amount not to exceed $51,304.00 for the purchase of road stabilizing materials (cement sand) from Cherry Crushed Concrete utilizing the FY 2022-23 Interlocal Cooperative Purchasing Agreement with Brazoria County for the Wastewater Treatment Plant Asphalt Road Project.

Type of Item: Action Item

Summary: City Council approved the FY23 Interlocal Agreement with Brazoria County at the regular council meeting on September 1, 2022. The purpose of the Interlocal Agreement between the City and the County provides the mechanisms for the County to provide the City of Alvin with equipment and personnel to assist in the construction, improvement, maintenance, and/or repair of up to two (2) miles of asphalt streets in various locations within the city limits of Alvin. The City of Alvin entered this partnership with Brazoria County in 1991 and has continued to use the program since that time. This program provides for low-cost paving and rehabilitation of asphalt streets and has improved over 34 miles of asphalt streets since the start in 1991.

At the January 5, 2023, Council Meeting, staff proposed the City of Alvin Wastewater Treatment Plant (WWTP) road as an asphalt project to be completed with this interlocal, as the County only performs driving surface asphalt overlays. This roadway isn't considered a residential roadway, but is city property, as it provides ingress and egress into the WWTP. Council approved the recommended proposed WWTP roadway project.

This expenditure will allow the City of Alvin staff to use and participate in the Brazoria County Contract #21-33 Road Materials - Stabilizing Materials (cement sand) from Cherry Crushed Concrete utilizing the Interlocal Cooperative Purchasing Agreement with Brazoria County to complete the WWTP Road Project that was approved by City Council and the Brazoria County Judge.

Item Description	Qty	Unit	Price	Item Cost
Base – Crushed Concrete	2,332	Ton	$22.00	$51,304

Funding Expected: Revenue _ Expenditure X N/A __ **Budgeted Item:** Yes X No _ N/A _

Funding Acount: 312-5501-00-3390 **Amount:** $51,304.00 **1295 Form Required?** Yes X No __

Legal Review Required: N/A __ Required X **Date Completed:** 8/30/2023 SLH

Finance Review Required: N/A __ Required X **Date Completed:** _________

Supporting documents attached:

1. Brazoria County Interlocal Agreement for Shared Contracts
2. Award ITB #21-33 04 13 21 7.W.3
3. Renew ITB #21-33 Road Materials-Stabilizing Materials_7.L.4_4.11.23
4. 21-33 Contract Sheet
5. County Interlocal Agreement 22
6. Interlocal Agreement IS23-0012 - signed

Recommendation: Move to approve an expenditure in an amount not to exceed $51,304.00 for the purchase of road stabilizing materials (cement sand) from Cherry Crushed Concrete utilizing the FY 2022-23 Interlocal Cooperative Purchasing Agreement with Brazoria County for the Wastewater Treatment Plant Asphalt Road Project.

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

Date: 8/10/2010

THE REGULAR COMMISSIONERS COURT SESSION OF BRAZORIA COUNTY, TEXAS

ORDER NO. V.A.10.c.

RE: Enter into an interlocal agreement with various entities within Brazoria County

---

Upon recommendation of the County Purchasing Director, enter into an Interlocal Agreement between Brazoria County and the following entities listed below pursuant to the authority granted in the provisions of the "Texas Interlocal Cooperation Act", Government Code, Chapter 791, providing for the cooperation between local government bodies.

City of Alvin, City of Bonney, City of Danbury, Hillcrest Village, City of Oyster Creek, City of Richwood, City of Sweeney and Sandy Point

This agreement will allow either party the ability to utilize the Contracts of the other party.

Further, that the County Judge be authorized to sign said Agreement on behalf of Brazoria County.

INTERLOCAL AGREEMENT
BETWEEN COUNTY OF BRAZORIA AND THE CITY OF ALVIN

This agreement is made this 10th day of August 2010 between the County of Brazoria, Texas and the City Alvin.

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act", Chapter 791 Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the promises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Section 791.001-791.029 of the Texas Government Code; and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services performed under this contract.

I.

Each party hereby makes, constitutes and appoints the other party its true and lawful purchasing agent for the purchase of various commodities using Annual Contracts (Bids). Each party will maintain a listing of Annual Contracts which are available for the other party's use. To utilize one or more of these contracts, each party must request authorization, in writing, to the other party. Upon receipt of request, the receiving party will forward a copy of the appropriate Annual Contract to the requesting entity. Each party agrees that the other party shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by the other party according to its usual bidding procedures and in accordance with applicable State statutes.

II.

Each party agrees that all specifications for selected items shall be as determined by the other party.

III.

Each party agrees to pay the supplier for all goods, equipment and products pursuant to this agreement. The successful bidder or bidders shall bill each party directly for all items purchased and each party shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.

IV.

Gary Appelt, Mayor is hereby designated as the official representative to act for the City of Alvin in all matters relating to this agreement.

V.

E.J. "Joe" King, County Judge, is hereby designated as the official representative to act for the County of Brazoria, Texas in all matters relating to this agreement.

VI.

This agreement shall be in effect from the date of execution until terminated by either party to the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first above written.

BRAZORIA COUNTY
111 E. Locust Street
Angleton, TX 77515

City of Alvin
Attn: Mayor Gary Appelt
216 W. Sealy
Alvin, TX 77511

BY:____________________
(Signature)

NAME: E.J. "Joe" King
TITLE: County Judge

DATE 8-20-10

BY:____________________
(Signature)

NAME: Gary Appelt
TITLE: Mayor

DATE 2-17-11

April 13, 2021

THE COMMISSIONERS' COURT OF BRAZORIA COUNTY

REGULAR SESSION

ORDER NO. 7.W.3
RE: Award ITB #21-33 Road Materials–Stabilizing Materials

Award “ITB #21-33 Road Materials-Stabilizing Materials” to American Materials Inc., of Stafford, Texas; Cherry Crushed Concrete of Houston, Texas and Vernor Material & Equipment Company, Inc. of Freeport, Texas. Who submitted bids meeting our specifications as per the attached bid tabulation.

Further, that the County Judge be authorized to sign any and all documents necessary to execute said agreements on behalf of the County.

21-33 SUMMARY

Seven hundred and eighty-nine (789) vendors were notified of our solicitation which was posted in our Bonfire electronic procurement portal as well as advertised in The Facts and the Electronic State Business Daily (ESBD) website. There were thirty-nine (39) document takers resulting in four (4) submissions.

At the recommendation of the Purchasing Department, in conjunction with the Engineering Department, award “ITB#21-33 Road Materials-Stabilizing Materials” to American Materials Inc., of Stafford, Texas; Cherry Crushed Concrete of Houston, Texas and Vernor Material & Equipment Company, Inc. of Freeport, Texas who submitted bids meeting our specifications as per the attached bid tabulation.

Vulcan Construction Materials LLC of San Antonio, Texas submitted an alternate product which was not approved by the Engineering Department; therefore, they were not included in the award.

BrazoriaCounty
TX

Court Order

Passed
Apr 13, 2021 9:00 AM

Award ITB #21-33 Road Materials–Stabilizing Materials

Information

Department:	Purchasing	**Sponsors:**	
Category:	Award		

Attachments

Printout
21-33 Summary
21-33 Bid Tabulation
Bonfire Vendor Invites

Body

Award "ITB #21-33 Road Materials-Stabilizing Materials" to American Materials Inc., of Stafford, Texas; Cherry Crushed Concrete of Houston, Texas and Vernor Material & Equipment Company, Inc. of Freeport, Texas. Who submitted bids meeting our specifications as per the attached bid tabulation.

Further, that the County Judge be authorized to sign any and all documents necessary to execute said agreements on behalf of the County.

Meeting History

Apr 13, 2021 9:00 AM Media **Commissioners' Court** **Regular Session** **Draft**

RESULT:	**PASSED [UNANIMOUS]**
MOVER:	David R. Linder, Commissioner
SECONDER:	Donald "Dude" Payne, Commissioner
AYES:	L.M. "Matt" Sebesta, Donald "Dude" Payne, Ryan Cade, Stacy L. Adams, David R. Linder

April 11, 2023

THE COMMISSIONERS' COURT OF BRAZORIA COUNTY

REGULAR SESSION

ORDER NO. 7.L.4
RE: Renew ITB #21-33 Road Materials - Stabilizing Materials

Approval to renew with a price increase for material on “ITB #21-33 Road Materials - Stabilizing Materials” with the following vendors per the attached spreadsheet.

- American Materials, Inc. of Stafford, TX
- Cherry Crushed Concrete of Houston, TX
- Vernor Material & Equipment of Freeport, TX

In addition, the current term is set to expire on April 25, 2023. The renewal term shall be April 26, 2023 to April 25, 2024.

Further, the vendors provided all supporting documents of price increases from suppliers.

ITB#21-33 ROAD MATERIALS - STABILIZING MATERIALS **RENEWAL TERM: APRIL 26, 2023 - APRIL 25, 2024**		AMERICAN MATERIALS	CHERRY CRUSHED CONCRETE	VERNOR MATERIAL & EQUIPMENT
Address		10126 CASH ROAD	4635 CR 418	545 WILSON RD
City, State, Zip		STAFFORD, TX 77477-4409	HOUSTON, TX 77583	FREEPORT, TX 77541
Phone		281-499-1551	832-459-5340	979-233-3366
Contact Name		JERRY BERRY	KEIFER LENAMOND	MIKE DAMIAN
Email Address		jberry@durwoodgreene.com	keifer.lenamond@cherrycompanies.com	mike@vernor.com
STABILIZING MATERIALS	COUNTY ID #	***PRICE INCREASE APPROVED 4/11/2023**	***PRICE INCREASE APPROVED 4/11/2023**	***PRICE INCREASE APPROVED 4/11/2023**
5.1 LIME		**NO BID**	**NO BID**	**NO BID**
5.1.1 Hydrated Lime		**NO BID**	**NO BID**	**NO BID**
5.1.2 Lime Slurry	6750	**NO BID**	**NO BID**	**NO BID**
5.2 CEMENT STABILIZED SAND *Shall consist of sand, free of foreign matter and having a plasticity index not exceeding 10, stabilized with cement in proportions bid as follows:				
5.2.1 6% cement by weight		**Price per TON**	***PRICE PER TON INCREASE APPROVED 4/11/2023**	***PRICE PER TON INCREASE APPROVED 4/11/2023**
Price per ton bidder's plant / siding loaded onto County trucks	6752	-	$19.50	$17.50
Price per ton as delivered to jobsite:	6752	-	$19.50	$17.50
Hauling First Mile	7104	-	$3.10	$2.75
Hauling Each Additional Mile	7105	-	$0.50	$0.27
State Minimum truckload if required		-	**15 Tons**	**14 Tons**
5.2.2 8% cement by weight		**Price per TON**	***PRICE PER TON INCREASE APPROVED 4/11/2023**	***PRICE PER TON INCREASE APPROVED 4/11/2023**
Price per ton bidder's plant / siding loaded onto County trucks	6753	-	$22.00	$19.50
Price per ton as delivered to jobsite:	6753	-	$22.00	$19.50
Hauling First Mile	7106	-	$3.10	$2.75
Hauling Each Additional Mile	7107	-	$0.50	$0.27
State Minimum truckload if required		-	**15 Tons**	**14 Tons**
5.2.3. 12% cement by weight		**Price per TON**	***PRICE PER TON INCREASE APPROVED 4/11/2023**	***PRICE PER TON INCREASE APPROVED 4/11/2023**
Price per ton bidder's plant / siding loaded onto County trucks	6754	-	$29.00	$24.50
Price per ton as delivered to jobsite:	6754	-	$29.00	$24.50
Hauling First Mile	7108	-	$3.10	$2.75
Hauling Each Additional Mile	7109	-	$0.50	$0.27
State Minimum truckload if required		-	**15 Tons**	**14 Tons**
5.3 CEMENT STABILIZED BASE-LIMESTONE *Shall consist of a Portland cement treated base material, composed of new crushed limestone, cement, and water, mixed at a central mixing plant.				
5.3.1 3-1/2% cement by weight		**Price per TON**	***PRICE PER TON INCREASE APPROVED 4/11/2023**	***PRICE PER TON INCREASE APPROVED 4/11/2023**
Price per ton bidder's plant / siding loaded onto County trucks	6757	-	$48.50	$62.00
Price per ton as delivered to jobsite:	6757	-	$48.50	$62.00
Hauling First Mile	7114	-	$3.10	$3.50
Hauling Each Additional Mile	7115	-	$0.50	$0.35
State Minimum truckload if required		-	**15 Tons**	**14 Tons**
5.3.2 6% cement by weight		**Price per TON**	***PRICE PER TON INCREASE APPROVED 4/11/2023**	***PRICE PER TON INCREASE APPROVED 4/11/2023**
Price per ton bidder's plant / siding loaded onto County trucks	6758	-	$51.50	$67.00
Price per ton as delivered to jobsite:	6758	-	$51.50	$67.00
Hauling First Mile	7116	-	$3.10	$3.50
Hauling Each Additional Mile	7117	-	$0.50	$0.35
State Minimum truckload if required		-	**15 Tons**	**14 Tons**
5.4 CEMENT STABILIZED RECLAIMED BASE-CRUSHED CONCRETE ***Shall consist of a Portland cement treated reclaimed base material, cement, and water, mixed at a central mixing plant.**				
5.4.1 6% cement by weight		**Price per TON**	***PRICE PER TON INCREASE APPROVED 4/11/2023**	***PRICE PER TON INCREASE APPROVED 4/11/2023**
Price per ton bidder's plant / siding loaded onto County trucks	6760	-	$38.50	$28.50
Price per ton as delivered to jobsite:	6760	-	$38.50	$28.50
Hauling First Mile	7120	-	$3.10	$3.50
Hauling Each Additional Mile	7121	-	$0.50	$0.35
State Minimum truckload if required		-	**15 Tons**	**14 Tons**
5.4.2 12% cement by weight		**Price per TON**	***PRICE PER TON INCREASE APPROVED 4/11/2023**	***PRICE PER TON INCREASE APPROVED 4/11/2023**
Price per ton bidder's plant / siding loaded onto County trucks	9205	-	$45.50	$39.00
Price per ton as delivered to jobsite:	9205	-	$45.50	$39.00
Hauling First Mile	9206	-	$3.10	$2.75
Hauling Each Additional Mile	9207	-	$0.50	$0.27
State Minimum truckload if required		-	**15 Tons**	**14 Tons**
5.5 FLY ASH - NO BID RECEIVED				
5.6 LIME-FLY ASH PLANT MIX - NO BID RECIEVED				

ITB#21-33 ROAD MATERIALS - STABILIZING MATERIALS **RENEWAL TERM: APRIL 26, 2023 - APRIL 25, 2024**		AMERICAN MATERIALS	CHERRY CRUSHED CONCRETE	VERNOR MATERIAL & EQUIPMENT
5.7 CEMENT FOR STABILIZATION OF MATERIALS (ROAD MIXED) *Shall consist of portland cement, Type I, IP, or II in accordance with TxDOT Item 524.2., delivered in tanker-type trucks to jobsite anywhere in Brazoria County. Price bid shall include distributor				
		Price per TON	**Price per TON**	***PRICE PER TON INCREASE APPROVED 4/11/2023**
Price per ton as delivered to jobsite	6765	-	-	$190.00
Hauling First Mile	8199	-	-	$3.00
Hauling Each Additional Mile	8200	-	-	$0.30
Price per ton for Spreader Bar	6766	-	-	$10.00
State minimum truckload if required		-	-	**24 Tons**
Price per ton bidder's plant / siding loaded onto County trucks	9727	-	-	190.00
5.8 ASPHALT STABILIZED BASE -BLACK BASE **Per TxDOT Item 292.4(A), Grade 1**				
		***PRICE PER TON INCREASE APPROVED 4/11/2023**	**Price per TON**	**Price per TON**
Price per ton bidder's plant loaded onto County Trucks	6779	$72.00	-	-
Price per ton as delivered to jobsite	6779	$72.00	-	-
Hauling First Mile	7084	$3.25	-	-
Hauling Each Additional Mile	7085	$0.20	-	-
Price per ton in place	7086	-	-	-
State minimum truckload if required		**14 Tons**	-	-
Price per ton bidder's plant / siding loaded onto County trucks	9728	-	-	110.00
5.9 RECLAIMED CEMENT FOR STABILIZATION OF MATERIALS (ROAD MIXED) *Shall consist of reclaimed portland cement, Class A or Class H, containing no toxic or hazardous components other than crystalline silica, delivered in tanker-type trucks to jobsite anywher				
		Price per TON	**Price per TON**	**Price per TON**
Price per ton as delivered to jobsite	6767	-	-	$110.00
Hauling First Mile	8201	-	-	$3.00
Hauling Each Additional Mile	8202	-	-	$0.30
Price per ton for Spreader Bar	6768	-	-	$10.00
		PLANT LOCATION 500 WARDSTREET ANGLETON	**MILEAGE**	**MILEAGE**
		6	26	14
		23	14	40
		3	25	15
		23	19	28
		10	33	1
		14	40	25
		24	5	38
		3	24	14
		22	46	11
		23	14	36
		30	56	20
		14	32	25

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT

This agreement is made at Angleton, Brazoria County, Texas between BRAZORIA COUNTY, TEXAS acting through its Commissioners' Court (hereinafter "COUNTY"), and the CITY OF ALVIN, acting through its Mayor (hereinafter "CITY").

NOW THEREFORE, THE COUNTY AND THE CITY agrees as follows:

1.0 The term of this agreement shall be from October 1, 2022, to September 30, 2023. The AGREEMENT may be renewed annually by the written approval of COUNTY and CITY.

1.1 Pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and the Texas Transportation Code, Section 251.012, the COUNTY agrees to provide personnel and equipment at its own expense to assist in the construction, improvement, maintenance and/or repair of a street or alley located within the corporate limits of the CITY OF ALVIN, subject to the approval of the County Engineer as set forth in Section 1.3, including sub grade preparation, base preparation, asphalt paving, culverts and ditch work, herbicide spraying, painting and striping roads, installation of permanent traffic signs, and other routine road maintenance operations. Any work performed on the City's streets and alleys which are not an integral part of, or a connecting link to, other roads and highways is allowed if such work is determined to be a benefit to the County by Commissioners' Court. The CITY will provide materials, including fuel used by the equipment for these projects. All such materials shall be paid for by the CITY, and may be purchased through the County's suppliers. The CITY shall reimburse the cost of any work performed or obtained by the COUNTY, which is determined to be beyond the scope of this agreement, to the County.

1.2 The county work authorized by this AGREEMENT may be done:

(1) By the COUNTY through use of county equipment;

(2) By an independent contractor with whom the COUNTY has contracted for the provision of certain services and materials, conditioned on the CITY providing a purchase order to such independent contractor for the full amount of such services or materials.

1.3 During the term of this AGREEMENT when COUNTY work is requested, the Mayor of the City shall submit a request in writing to the County Engineer. The County Engineer and the Mayor of the City shall agree in writing as to the location and type of assistance to be provided pursuant to this AGREEMENT. It is expressly understood between the parties that the COUNTY shall have no authority or obligation to provide any service or work on any city street or alley not so agreed to in writing. The County Engineer is authorized to sign an acceptance statement for each project at the appropriate time and authorize the work subject to be completed as the Road and Bridge Department schedules permit.

1.4 The parties intend that the COUNTY in performing such services shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The COUNTY shall not be considered an agent, employee, or borrowed servant of the CITY.

1.5 For and in consideration of the above agreement by the County, the CITY agrees to provide all warning and safety signs and other safety protections as required when such work is being performed by the COUNTY.

1.6 The parties further agree that such work and materials are provided by the COUNTY without warranty of any kind to the CITY or any third party, and that the COUNTY has no obligation to provide any supplemental warranty work after a project's completion. The CITY agrees to provide any engineering or design work required for work done pursuant to this agreement.

II.

2.0 The Parties expressly acknowledge that the City's and the County's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City or the County is invalid. Nothing in this Agreement requires that either the City or County incur debt, assess or collect funds, or create a sinking fund.

2.1 Payment for services or materials under this agreement shall be payable from current revenues available to the paying party.

III.

3.0 Either party may terminate this agreement upon thirty (30) day's written notice to the other party.

3.1 Nothing herein shall be construed to make either party a purchaser or consumer of goods or services from the other.

3.2 Nothing herein shall be construed to create any rights in third parties.

BRAZORIA COUNTY, TEXAS

By: L.M. "Matt" Sebesta Jr.
Brazoria County Judge

By: Mayor

DATE: 9-1-22

ATTEST:

CITY SECRETARY

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT
BETWEEN BRAZORIA COUNTY AND THE CITY OF ALVIN
IS23-0012

This Agreement is made between BRAZORIA COUNTY and the CITY OF ALVIN hereinafter referred to as the COUNTY and CITY respectively.

RECITALS

WHEREAS, the CITY wishes to repair all roads as listed on Exhibit "B"; and

WHEREAS, the CITY has requested the COUNTY'S assistance to providing labor and equipment to repair all roads as listed on Exhibit "B"; and

WHEREAS, the COUNTY has agreed to utilize Brazoria County Road & Bridge equipment and employees to perform this work pursuant to the authority of Texas Transportation Code, §251.015, and the Interlocal Cooperation Act, Texas Government Code, §791.001 et. seq., subject to the conditions and limitations of this Agreement;

NOW THEREFORE, the CITY and COUNTY agree as follows:

1.01 COUNTY agrees to supply such equipment as may be necessary together with operators to repair all roads listed on Exhibit "B".

1.02 The CITY agrees to pay for material needed in the project directly to supplier, and in the event COUNTY costs in performing above-described work exceed $10,000.00, the CITY shall pay, from the point in time that COUNTY'S costs equal the sum $10,000.00, the labor costs and the hourly value of equipment used, plus any other costs associated with the use of the equipment. Though it is contemplated by this agreement that CITY will obtained the necessary design and engineering studies required by the project prior to the commencement of the work, CITY agrees to pay the reasonable cost of any design or engineering work obtained by COUNTY if it exceeds the sum of $10,000.00. The value of equipment shall be those hourly rates which have been previously established by the COUNTY for each item of its equipment, multiplying the same by the number of hours, such equipment has been utilized in excess of the point in time when COUNTY'S costs equaled the sum of $10,000.00. COUNTY equipment utilized on site for the project shall be charged to CITY on a daily rate for each day it is on-site.

1.03 The parties intend that COUNTY, in performing such services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. COUNTY is not considered an agent or employee of CITY.

1.04 Each party agrees that payments for the performance of governmental functions or services shall be from current revenues available to the paying party and further that such payments shall fairly compensate the performing party for the service it supplies provides for the other party's benefit.

1.05 COUNTY does not warrant the suitability for this project of any material purchased by CITY from a third party which maintains a continuing contract with COUNTY. Any cost estimate made connection with this project is only an estimate and is not warranty of the final cost of the project.

1.06 To the extent permitted by law, CITY agrees to assume the risk of, fully indemnify, hold harmless and defend COUNTY, its agent, officers and employees from any and all loss, damage, cost demands and causes of action of any manner from the performance of the above referenced work.

1.07 COUNTY executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court so authorizing, and the CITY executes this Agreement by and through the Mayor acting pursuant to authorizations of its City Council.

1.08 Nothing herein shall be constructed to make either party purchaser or consumer of goods or services from the other.

1.09 Nothing herein shall be constructed to create any rights in third parties.

1.10 Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

IN TESTIMONY OF WHICH, witness our signatures on the execution dates herein below.

By: ____________________	By: ____________________
CITY OF ALVIN	BRAZORIA COUNTY
MAYOR	COUNTY JUDGE
Date signed: 1-5-2023	Date signed: 1/10/2023

City of Alvin
Interlocal Agreement Project Request Summary FY-23

STREET/LOCATION	LIMITS (TO – FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects ONLY)	*FOR OFFICE USE ONLY*
WWTP Road	CR 160 to WWTP	2,900ft	20ft	Reclaim + Overlay	$124,672.25

Note: Each page submitted must be approved by the Mayor.
Return to: County Engineer's Office

Please return your completed Project Request to the attention of Mandie Kelly prior to October 1, 2022.

Approved By: Mayor

Interlocal Agreement IS23-0012

Final Audit Report 2023-01-10

Created:	2023-01-09
By:	Dixie Roberts (droberts@cityofalvin.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQGHSiptCGrFArMUD9tlKs9DSA9KueeId

"Interlocal Agreement IS23-0012" History

Document created by Dixie Roberts (droberts@cityofalvin.com)
2023-01-09 - 5:38:32 PM GMT

Document emailed to tricias@brazoriacountytx.gov for signature
2023-01-09 - 5:44:20 PM GMT

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2023-01-09 - 5:44:37 PM GMT

Document signing delegated to laceyp@brazoriacountytx.gov by tricias@brazoriacountytx.gov
2023-01-10 - 2:15:32 PM GMT

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2023-01-10 - 2:15:32 PM GMT

Email viewed by laceyp@brazoriacountytx.gov
2023-01-10 - 8:06:41 PM GMT

Signer laceyp@brazoriacountytx.gov entered name at signing as L.M. "Matt" Sebesta, Jr.
2023-01-10 - 8:52:11 PM GMT

Document e-signed by L.M. "Matt" Sebesta, Jr. (laceyp@brazoriacountytx.gov)
Signature Date: 2023-01-10 - 8:52:13 PM GMT - Time Source: server

Agreement completed.
2023-01-10 - 8:52:13 PM GMT

AGENDA COMMENTARY

Meeting Date: 9/7/2023

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider an emergency expenditure for the replacement of the water well #6 pump and motor by Alsay Incorporated for an amount not to exceed $119,135.00; and authorize the City Manager to sign related documents.

Type of Item: Action Item

Summary: The City of Alvin sources groundwater from an aquifer to provide 100% of the community's drinking water, utilizing 5 water wells to fill water storage tanks. Maintaining the wells in operable condition is essential and vital to providing reliable water service. Recently, staff was informed of a potential problem with the water well pump at Water Well #6. A performance test was completed that resulted with indications that the well was not performing optimally and repairs would be needed. The results indicated that the gallons per minute (gpm) decreased more than 20% and a vibration on the pump line shaft from possible bowl / impeller damage. This specific water well is around 700’ deep with bowls / impellers sitting around 350’ deep.

The well motor, pump, and line shaft assembly was pulled, disassembled, and inspected. Due to the age and inability to obtain parts, the existing pump is not repairable. The recommendation is to replace the pump with a new unit. Various other items such as bearings, impellers, wear rings, etc. (report attached) show signs of failure and need to be replaced as well.

Alsay's Buy Board total replacement cost is $119,135.00 with an estimated completion time of 4 to 6 weeks (quote attached). Alsay is a reputable public water well drilling, repair, replacement, and installation company that has performed water well work for Alvin in the past.

Staff recommends approving the emergency expenditure for the replacement of the water well #6 pump and motor.

Funding Expected: Revenue _ Expenditure X N/A __ **Budgeted Item:** Yes X No _ N/A _

Funding Acount: 220-6001-00-3100 **Amount:** $119,135.00 **1295 Form Required?** Yes X No __

Legal Review Required: N/A __ Required X **Date Completed:** 8/31/2023 SLH

Finance Review Required: N/A __ Required X **Date Completed:** _________

Supporting documents attached:

1. Well #6 Rehab
2. Well #6 Inspection Report
3. City of Alvin Well #6 Breakdown

Recommendation: Move to approve an emergency expenditure for the replacement of the water well #6 pump and motor by Alsay Incorporated for an amount not to exceed $119,135.00; and authorize the City Manager to sign related documents.

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

Quotation

IT'S ALL ABOUT THE WATER.
6615 Gant Road
Houston, TX 77066

Quote Prepared by: **Brandon Upton**
brandon.upton@alsaywater.com
www.alsaywater.com
Office 281-444-6960
Cell 832-799-0812

Quoted To:	Ship To:	Quote Info
City of Alvin	1050 Heights Alvin, Tx 77511	Date: 08/30/23
ATTN: Brandon Moody		Quote# : 083023BU
		Job Name: COA Well #6

LINE ITEM SUMMARY

LINE	QTY	DESCRIPTION	NET PRICE	EXT. PRICE
1	1	Mobilize & Demoblize	$ 4,500.00	$ 4,500.00
2	1	Install New Pumping Equipment	$ 13,000.00	$ 13,000.00
3	16	8" x 20' Coulmn Pipe	$ 1,215.50	$ 19,448.00
4	2	8" x 10" Column Pipe	$ 780.00	$ 1,560.00
5	70	5' Oil Tubes	$ 153.00	$ 10,710.00
6	16	1 1/2 x 20' Line Shaft	$ 492.00	$ 7,872.00
7	2	1 1/2 x 10' Line Shaft	$ 250.00	$ 500.00
8	70	Line Shaft Bearings	$ 140.00	$ 9,800.00
9	19	Line Shaft Couplings	$ 40.00	$ 760.00
10	19	Rubber Spiders	$ 24.00	$ 456.00
11	1	Complete Top Special Assembley	$ 1,120.00	$ 1,120.00
12	1	Head Shaft Nut and Keyway	$ 778.00	$ 778.00
13	1	New 1000 GPM @ 1800 RPM National Pump	$ 11,815.00	$ 11,815.00
14	1	New 100 Hp Motor	$ 19,191.00	$ 19,191.00
15	1	Camera Survey	$ 1,875.00	$ 1,875.00
16	1	Wire Brush and Jet Fill Well	$ 12,000.00	$ 12,000.00
17	1	New Oil Pot Assembly	$ 3,750.00	$ 3,750.00
18			$ -	$ -
19		Lead Time 4-6 Weeks	$ -	$ -

QUOTE VALID FOR 30 DAYS - SALES TAX TO BE ADDED IF TAX EXEMPT CERT IS NOT SUPPLIED

Alsay Inc. # 672-22

No Freight Included

Total:	**$ 119,135.00**

Company: Q-126113-1
Name:
Date: 8/30/2023

NATIONAL PUMP COMPANY
A GORMAN-RUPP COMPANY

Pump:

Size: J11HC (2 stage)

Type: VERT.TURB.ENCLOSED
Synch Speed: 1800 rpm
Speed: 1770 rpm
Dia: 8.04 in

Curve: CVJ11HC4P6CY
Impeller: J11HC (1/16)

Specific Speeds: Ns: 2300
Nss: 7001

Dimensions: Suction: ---
Discharge: ---

Vertical Turbine: Bowl Size: 11.1 in
Max Lateral: 1 in
Thrust K Factor: 7.9 lbf/ft

Search Criteria:

Flow: 1000 US gpm
Head: 39 psi

Fluid:

Water
Density: 62.32 lb/ft³
Viscosity: 0.9946 cP
Temperature: 68 °F
Vapor Pressure: 0.3391 psi a
Atm Pressure: 14.7 psi a

NPSHa: ---

Motor:

Standard: NEMA
Enclosure: WP-I
Size: 40 hp
Speed: 1800 rpm
Frame: 324

Sizing Criteria: Max Power on Design Curve

Pump Limits:

Temperature: 180 °F
Pressure: 340 psi g
Sphere Size: 0.5 in
Power: 417 hp
Eye Area: 15.5 in²

---- Duty Point ----

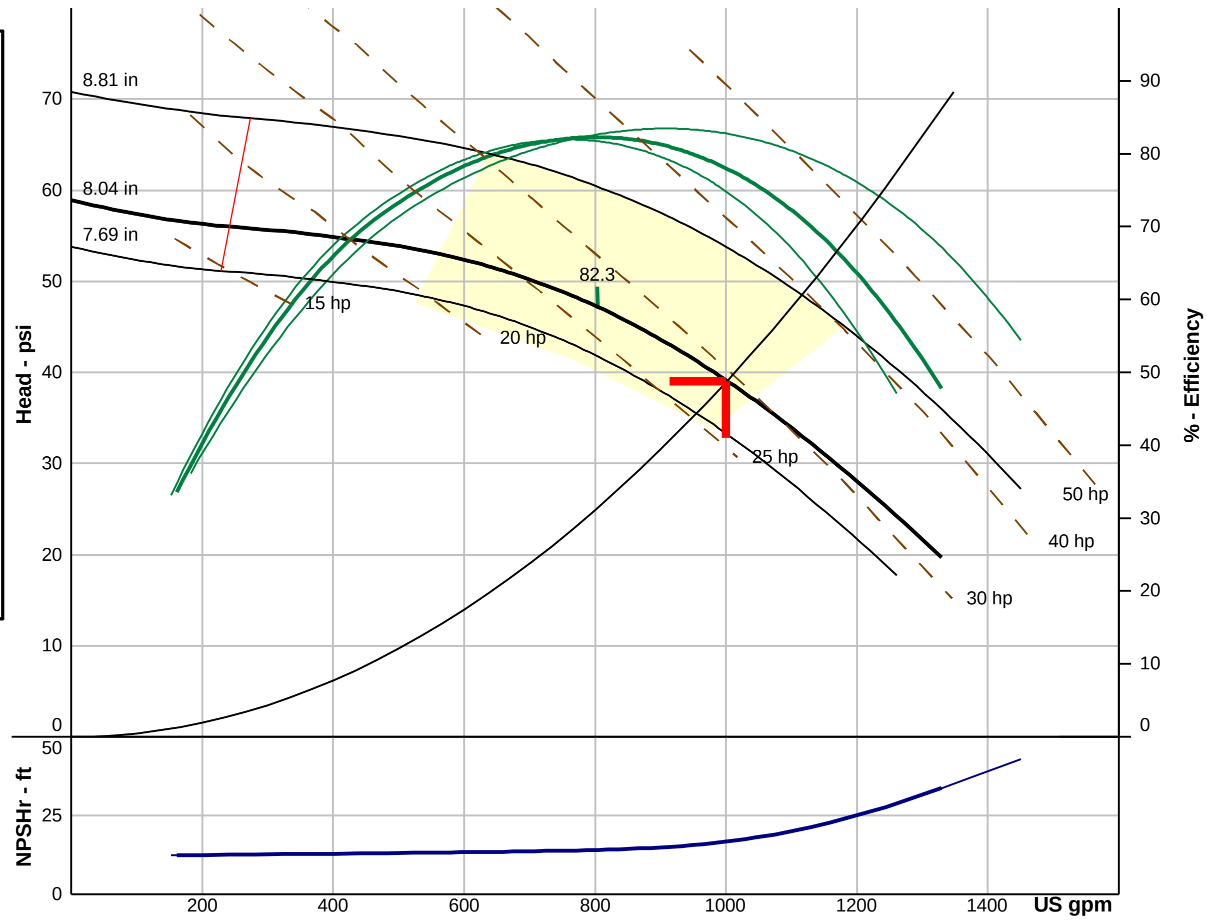
Flow:	1000 US gpm
Head:	39.1 psi
Eff:	78%
Power:	29.2 hp
NPSHr:	16.9 ft

---- Design Curve ----

Shutoff Head: 58.9 psi
Shutoff dP: 58.9 psi
Min Flow: 241 US gpm
BEP: 82.3% @ 804 US gpm
NOL Power:
32 hp @ 1329 US gpm

-- Max Curve --

Max Power:
42.4 hp @ 1450 US gpm



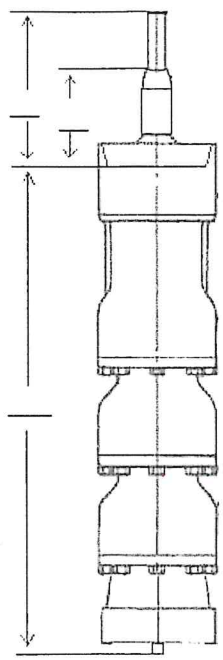
UNLESS OTHERWISE SPECIFIED: [1] LIMITS AND PERFORMANCE BASED ON STANDARD MATERIALS. [2] PERFORMANCE SHOWN MEETS HI 14.6-2011 GRADE 1B TOLERANCES AT THE RATED CONDITION WITHIN THE SELECTION WINDOW. [3] NPSHR AT 1ST STAGE IMPELLER CENTERLINE.

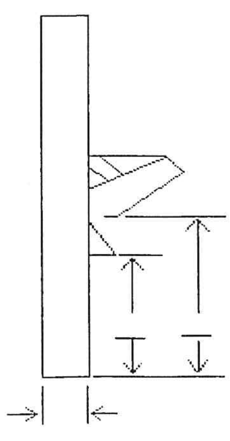
Performance Evaluation:

Flow US gpm	Speed rpm	Head psi	Efficiency %	Power hp	NPSHr ft
1200	1770	28	63	30.9	25.3
1000	1770	39.1	78	29.2	16.9
800	1770	47.3	82	26.8	14.1
600	1770	52.3	78	23.4	13.4
400	1770	54.8	65	19.5	13

PUMP INSPECTION REPORT

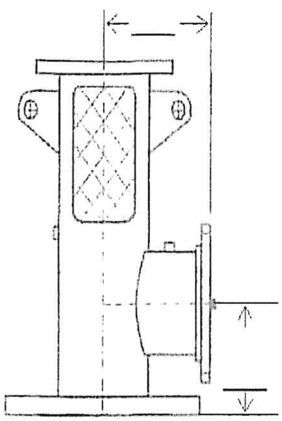
Customer:	CITY OF ALVIN			Date:	08-28-23	W.O. No.:	
Well No.:	6	Motor make:		HP:		Voltage:	
Pump Make:		Model:	12CMC	# of stages:	6	Serial No.:	
Design Point:		TDH:		Projection:	9 x 18	Lateral (in.):	1"
Setting:	350'	Column size:	8"	Tube size:	2 1/2"	Shaft size:	1 1/2"





Bowl shaft size (in.):	1 11/16 x 92" 8THD	Good:		Bad:	✓
Tube adapter bearing:	2 1/2" LAYNE	Good:		Bad:	✓
Lip seal size:	1 11/16"	Good:		Bad:	✓
Bowl bearing size:	1 11/16 x 2 x 3"	Good:		Bad:	✓
Discharge bearing and o-ring size:		Good:		Bad:	✓
Suction case bearing:	1 11/16 x 2 x 6"	Good:		Bad:	✓
Wear rings:	6	Good:		Bad:	✓
Impeller type:	BRASS	Good:		Bad:	✓
Impeller trim:	7.900				
Collet type:	STAINLESS STEEL	Good:		Bad:	✓
Intermediate bowls:	6	Good:		Bad:	✓
Discharge case:		Good:		Bad:	✓
Suction case:		Good:		Bad:	✓
Column adapter (bowl):	8"	Good:		Bad:	✓
Suction coupling/adapter:		Good:		Bad:	✓
Intermediate bowl bolting:		Good:		Bad:	✓
Discharge case bolting:		Good:		Bad:	✓
Sand collar	6"	Good:		Bad:	✓
Bowl shaft coupling:	1 1/2"	Good:		Bad:	✓
Oil reservoir size:		Good:		Bad:	
Mounting bracket assy.:		Good:		Bad:	
Solenoid valve:		Good:		Bad:	
Site feed valve:		Good:		Bad:	
Oil line w/ fittings:		Good:		Bad:	
Discharge head type:	CAST IRON	Manufacturer:	LAYNE		
Discharge head size:	8" x 8"	Good:	✓	Bad:	

PUMP INSPECTION REPORT- PAGE 2



Tension plate:	$2\frac{1}{2}$" FLOWAY		Good:		Bad:	✓
Tension plate o-ring:			Good:		Bad:	✓
Tension plate bolts:			Good:		Bad:	✓
Discharge column adapter:			Good:	✓	Bad:	
Adapter stud and nuts:			Good:		Bad:	✓
Tension bearing:	$1\frac{1}{2}$" x $2\frac{1}{2}$" LAYNE		Good:		Bad:	✓
Discharge head to motor bolts:			Good:		Bad:	
Water level detector kit:			Good:		Bad:	
Airline type:		Length:	Good:		Bad:	
Suction pipe: 8"	Length:	10'	Good:		Bad:	✓
Suction strainer/type:			Good:		Bad:	✓
Column pipe (20' length):	Quantity:	16	Good:		Bad:	16
Column pipe (10' length):	Quantity:	2	Good:		Bad:	2
Oil tubes (5' length):	Quantity:	70	Good:		Bad:	70
Line shaft bearings:	Quantity:	70	Good:		Bad:	70
Line shaft (20' length):	Quantity:	16	Good:		Bad:	16
Line shaft (10' length):	Quantity:	2	Good:		Bad:	2
Line shaft couplings:	Quantity:	19	Good:		Bad:	19
Tube stabilizers:	Material:	RUBBER	Good:		Bad:	19
Top special column pipe:	Length:	10" ADJ	Good:		Bad:	✓
Top special tube:	Length:	130"	Good:		Bad:	✓
Top Special shaft:	Length:	132"	Good:		Bad:	✓
Motor Drive Shaft:	Length:		Good:		Bad:	
Head shaft nut and keyway:	Key: 1/2"	$1\frac{11}{16}$ x $45\frac{1}{2}$	Good:		Bad:	✓
Gear drive:		Type:	Good:		Bad:	
Bearing size:			Good:		Bad:	

ALSAY INCORPORATED
PUMP REPAIR FORM

CUSTOMER: CITY OF ALVIN #6 DATE: 08-28-23

RIG OPERATOR: ______ JOB NO: ______

PUMP BOWL		COLUMN ASSEMBLY	
MAKE:	LAYNE	COLUMN PIPE: SIZE	8"
SIZE-TYPE:	12 CMC	LENGTH 10'	2 - 20' 16
STAGES:	6	OIL TUBING: SIZE	2 1/2"
IMPELLER NO:		LENGTH	5' THREAD 10
PROJECTION:	9 x 18	SHAFT: SIZE	1 1/2"
TRIM: (1)___ (2)___ (3)___ (4) 9.700		LENGTH	20' THREAD 8

(5) ___ (6) ___ (7) ___ (8) ___ (9) ___ (10) ___

IN SHOP

DISCHARGE HEAD	FLOWAY	TYPE	CAST IRON
TENSION BEARING	LAYNE	SIZE	1 1/2 x 2 1/2 10 TPI
SUCTION PIPE		SIZE	8" x 10'
STRAINER		SIZE	
DRIVE SHAFT		SIZE	
SPIDERS	18	TYPE	RUBBER

MOTOR

MAKE: ______ H.P. ______ FRAME ______

GEAR DRIVE

MAKE: ______ H.P. ______ SERIAL ______

SHOP NOTES: LINE SHAFTS 8 THD
LINE SHAFT BEARINGS 10THD RIGHT HAND

August 31, 2023

City of Alvin

Attention: Brandon Moody
Reference: Well #6

Dear, Mr. Moody

Motor:

The Motor had intensive damage in the winding and all throughout the rest of the motor, the Motor will need to be replaced with a new 100 HP Motor.

Pump Bowl:

After breaking down the bowl assembly we found the impellers were starting to shave around the edges and the bushing on the inside were gone causing the inside of the bowl to wallow out making the bowl non repairable. Which needs to be replaced with a new 1000 GMP pump. Cause: Normal Wear and Tear

Column Assembly and Shafts:

After performing the Performance test on this well we found there was quite a bit of vibration coming down own meaning the shafts were moving at a rapid pace over a long period of time which caused it all to be damaged from top to bottom. Cause: Normal wear and tear

Cleaning:

After doing a camera survey of the well we noticed the screens in the well were clogged and will need to be cleaned with a wire brush to free the screens of any debris. Recommended minimum of 30 hours of brushing. Cause: over time even running the well the screens can start to get clogged. All depends how much you run the well and how much debris the well naturally produces.

Thanks,

Brandon Upton

HOUSTON | 6615 GANT ROAD | HOUSTON, TEXAS 77066 | 281.444.6960 | SAN ANTONIO | 3359 SE LOOP 410 | SAN ANTONIO, TEXAS 78222 | 210.628.1090

AGENDA COMMENTARY

Meeting Date: 9/7/2023

Department: City Manager **Contact:** Junru Roland, City Manager

Agenda Item: Consider Ordinance 23-V, adopting the annual budget for the City of Alvin, Texas, for Fiscal Year 2023-24; directing the City Secretary to post a copy of the budget on the City of Alvin website; and setting forth other provisions related thereto.

Type of Item: Ordinance

Summary: On July 6, 2023, the City Manager presented the FY 2023-24 proposed budget to City Council. Subsequently, three (3) budget workshops were held on August 3, 2023, August 8, 2023, and August 17, 2023, whereby City Council and staff reviewed the proposed budget.

State law and the City's Charter require that the City enact an annual budget. The City Charter requires that an ordinance to establish appropriation must be approved by a favorable vote of a majority of the members of the City Council.

Click here to view the FY24 Proposed Budget.

Funding Expected: Revenue _ Expenditure _ N/A X **Budgeted Item:** Yes __ No _ N/A X
Funding Acount: ____ **Amount:** ____ **1295 Form Required?** Yes __ No X
Legal Review Required: N/A __ Required X **Date Completed:** 8/30/2023 SLH
Finance Review Required: N/A __ Required X **Date Completed:** __________

Supporting documents attached:
1. Ord 23-V; Budget Adoption

Recommendation: Move to approve Ordinance 23-V, adopting the budget for the City of Alvin, Texas, for Fiscal Year 2023-24; directing the City Secretary to post a copy of the budget on the City of Alvin website; and setting forth other provisions related 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

ORDINANCE 23-V

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, ADOPTING THE BUDGET FOR THE CITY OF ALVIN, TEXAS, FOR FISCAL YEAR 2023-2024; DIRECTING THE CITY SECRETARY TO POST A COPY OF THE BUDGET ON THE CITY OF ALVIN WEBSITE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, Texas State Law and the City's Home Rule Charter require that the City enact an annual budget; and

WHEREAS, the City desires to comply with sound budgetary principles and protect the citizens of the City by maintaining a fund balance adequate to cover the needs of the City during fiscal year 2023-2024; and

WHEREAS, the budget for fiscal year 2023-2024 reflects City Council's best efforts at providing a balanced budget and maintaining the necessary fund balance to meet the City's needs;

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

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

Section 2. That the City Council hereby adopts the City of Alvin Annual Budget for fiscal year 2023-2024, a copy of which is attached hereto and incorporated herein by reference. Such budget is adopted by the favorable vote of a majority of the members of the City Council of the City of Alvin in a Council meeting duly assembled in accordance with Article VII of the Home-Rule Charter of the City of Alvin, Texas.

Section 3. That the City Council files the budget with the City Secretary and directs the City Secretary to post a copy of the budget on the City of Alvin website.

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

PASSED and APPROVED on the 7th day of September 2023.

CITY OF ALVIN, TEXAS:	**ATTEST**
By: ______________________	By: ______________________
Gabe Adame, Mayor	Dixie Roberts, City Secretary

AGENDA COMMENTARY

Meeting Date: 9/7/2023

Department: City Manager **Contact:** Junru Roland, City Manager

Agenda Item: Consider Ordinance 23-W, levying a property tax rate for the Tax Year 2023; directing the Tax Assessor-Collector to assess, account for, and distribute the property taxes as herein levied.

Type of Item: Ordinance

Summary: A taxing unit may not impose property taxes on any year until the governing body has adopted a tax rate for that year, and the annual tax rate must be set by ordinance, resolution or order, depending on the method prescribed by law for adoption of a law by the governing body. The vote on the ordinance, resolution, or order setting the tax rate must be separate from the vote adopting the budget.

For a taxing unit, other than a school district, the vote on the ordinance, resolution, or order setting a tax rate that exceeds the effective tax rate must be a record vote, and at least 60 percent of the members of the governing body must vote in favor of the ordinance, resolution, or order.

According to the Texas Tax Code 26.05(b), a motion to adopt an ordinance, resolution, or order setting a tax rate that exceeds the no new revenue tax rate must be made in the following form: "I move that the property tax rate be increased by the adoption of a tax rate of (specify tax rate), which is effectively a (insert percentage by which the proposed tax rate exceeds the no-new-revenue tax rate) percent increase in the tax rate."

For Tax Year 2023, staff is proposing that City Council adopt a tax rate of $0.6850 per $100 of taxable assessed value, which is 26.47% above the 2023 No New Revenue tax rate of $.541635.

Tax Year	2015	2016	2017	2018	2019	2020	2021	2022	**2023**
Tax Rate	$0.8386	$0.7980	$0.7880	$0.7880	$0.7780	$0.7680	$0.7680	$0.7100	**$0.6850**

Funding Expected: Revenue _ Expenditure _ N/A X **Budgeted Item:** Yes __ No _ N/A X

Funding Acount: ___ **Amount:** ____ **1295 Form Required?** Yes __ No X

Legal Review Required: N/A __ Required X **Date Completed:** 8/30/2023 SLH

Finance Review Required: N/A __ Required X **Date Completed:** 8/30/23 MH

Supporting documents attached:

1. Ord 23-W; Adopting 2023 Tax Rate
2. FY24 Tax Rates

Recommendation: "I move that the property tax rate be increased by the adoption of a tax rate of $0.6850, which is effectively a 26.47% increase in the tax rate."

Reviewed by Department Head, if applicable: __
Reviewed by City Attorney, if applicable: X
Reviewed by Chief Financial Officer, if applicable: X
Reviewed by City Manager, if applicable: X

ORDINANCE 23-W

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, LEVYING A PROPERTY TAX RATE FOR THE TAX YEAR 2023; DIRECTING THE TAX ASSESSOR-COLLECTOR TO ASSESS, ACCOUNT FOR, AND DISTRIBUTE THE PROPERTY TAXES AS HEREIN LEVIED.

WHEREAS, Section 26.05(a) of the Texas Tax Code requires taxing authorities to adopt a property tax rate by September 30 of each year or within sixty (60) days after receipt of the certified appraisal roll; and

WHEREAS, Section 26.05(a) of the Texas Tax Code requires the total property tax rate be approved in two components: (l) Maintenance and Operations; and (2) Debt Service; and

WHEREAS, Section 26.05(b) of the Texas Tax Code requires that if the ordinance sets a tax rate that, if applied to the total taxable value, will impose an amount of taxes to fund maintenance and operation expenditures of the taxing unit that exceeds the amount of taxes imposed for that purpose in the preceding year, the taxing unit must include in the ordinance in type larger than the type used in any other portion of the ordinance the following statement: "THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE;" and if the tax rate exceeds the no-new revenue maintenance and operations rate, the following statement: "THE TAX RATE WILL EFFECTIVELY BE RAISED BY 15.56 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $-7.19."

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

That there be and is hereby levied for the year 2023 on all real and personal property within the City limits of the City of Alvin, Texas, except so much thereof as may be exempt by the Constitution and laws of the State of Texas and of the United States the following:

Section 1. An ad valorem tax of and at the rate of $0.592810 on the One Hundred Dollars valuation of the real and personal property and mineral royalties owned within the City limits of Alvin on the first day of January 2023 to provide for the current expenses of the City of Alvin, Texas (General Fund).

Section 2. An ad valorem tax of and at the rate of $0.002438 on the One Hundred Dollars valuation of the real and personal property situated and owned within the City limits of Alvin on the first day of January 2023 to pay current interest and to provide a Sinking Fund on the General Obligation Refunding Bonds, Series 2012.

Section 3. An ad valorem tax of and at the rate of $0.007748 on the One Hundred Dollars valuation of the real and personal property situated and owned within the City limits of Alvin on the first day of January 2023 to pay current interest and to provide a Sinking Fund on the Certificate of Obligation, Series 2023.

Section 4. An ad valorem tax of and at the rate of $0.052466 on the One Hundred Dollars valuation of the real and personal property situated and owned within the City limits of Alvin on the first day of January 2023 to pay current interest and to provide a Sinking Fund on the Certificate of Obligations, Series 2019.

Section 5. An ad valorem tax of and at the rate of $0.016420 on the One Hundred Dollars valuation of the real and personal property situated and owned within the City limits of Alvin on the first day of January 2023 to pay current interest and to provide a Sinking Fund on the Certificate of Obligation, Series 2020.

Section 6. An ad valorem tax of and at the rate of $0.013118 on the One Hundred Dollars valuation of the real and personal property situated and owned within the City limits of Alvin on the first day of January 2023 to pay current interest and to provide a Sinking Fund on the General Obligation Refunding Bonds, Series 2017.

Section 7. Taxes are to be calculated on the basis of one hundred percent (100%) of assessed value for the 2023 tax year.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 15.56 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $(-7.19).

A total tax rate of all property was set at $0.685000 per One Hundred Dollars valuation, and such total tax rate was adopted by favorable majority of the members of the City Council of the City of Alvin, Texas, in a Council meeting duly assembled in accordance with the Home-Rule Charter of the City of Alvin, Texas, and such action is hereby ratified, confirmed and affirmed.

Section 8. The required public hearing on the proposed ad valorem tax rate (property tax rate for Tax Year 2023 (Fiscal Year 2023-2024) for the City of Alvin was held by the City Council at 7:00 p.m. on Thursday, September 7 , 2023, at Alvin City Hall located at 216 West Sealy, Alvin Texas 77511.

Section 9. That the recorded vote of the City Council on this Ordinance is: Council Members voting FOR adoption:

____

____

____

____

____

____

____

Council Members voting AGAINST adoption:

____

____

Council Members absent:

____

Section 10. This Ordinance is adopted in compliance with Article VII of the City Charter of the City of Alvin, Texas.

Section 11. **Open Meetings Act**. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on first and final reading on the 7th day of September 2023.

CITY OF ALVIN, TEXAS

By: ________________________________
Gabe Adame, Mayor

ATTEST

By: ____________________________
Dixie Roberts, City Secretary

TAX RATES

TAX RATES	PER $100 OF VALUATION
PROPOSED TAX RATE	$0.685000
PRECEDING YEAR'S TAX RATE	$0.710000
NO NEW REVENUE TAX RATE	$0.541635
VOTER APPROVAL TAX RATE	$0.704687

* The *proposed tax rate* is 26.47% higher than the *no new revenue tax rate (.541635)*, and 2.79% lower than the *voter approval tax rate (.704687)*.

AGENDA COMMENTARY

Meeting Date: 9/7/2023

Department: Legal Department **Contact:** Suzanne Hanneman, City Attorney

Agenda Item: Consider Ordinance 23-X, authorizing the conveyance of a portion of an abandoned alley located in Block 14 of Graham's Addition between Johnson and Jackson Streets in the City of Alvin, Texas, by Special Warranty Deed to Maryln A. Ferranti; authorizing the Mayor to sign related documents; and providing for other matters related thereto.

Type of Item: Ordinance

Summary: In 2001, the City vacated, relinquished and abandoned a certain alley located in Block 14 of Graham's Addition between Johnson and Jackson Streets, in Ordinance 01-HH. Maryln A. Ferranti owns a tract of land containing Lots 6A and 6B out of Block 14, Graham's Addition to the City of Alvin, which abuts the 334 foot long and 20-foot-wide alley that was vacated, relinquished, and abandoned in 2001. The portion of the alley abandoned in 2001 is unimproved and not necessary for public use or travel.

Staff recommends approval of Ordinance 23-X.

Funding Expected: Revenue _ Expenditure _ N/A X **Budgeted Item:** Yes __ No _ N/A X
Funding Acount: ___ **Amount:** ____ **1295 Form Required?** Yes __ No __
Legal Review Required: N/A __ Required X **Date Completed:** 8/30/2023 SLH
Finance Review Required: N/A X Required __ **Date Completed:** _________

Supporting documents attached:
1. Ord 23-X; Ferranti Alley Deed
2. Exhibit A - Property Survey and Description
3. Special Warranty Deed
4. Ord 01-HH; Abandonment Recorded

Recommendation: Move to approve Ordinance 23-X, authorizing the conveyance of a portion of an abandoned alley located in Block 14 of Graham's Addition between Johnson and Jackson Streets in the City of Alvin, Texas, by Special Warranty Deed to Maryln A. Ferranti; authorizing the Mayor to sign related documents; and providing for other matters related 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

ORDINANCE NO. 23-X

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AUTHORIZING THE CONVEYANCE OF A PORTION OF AN ABANDONED ALLEY LOCATED IN BLOCK 14 OF GRAHAM'S ADDITION BETWEEN JOHNSON AND JACKSON STREETS IN THE CITY OF ALVIN, TEXAS, BY SPECIAL WARRANTY DEED TO MARYLN A. FERRANTI; AUTHORIZING THE MAYOR TO SIGN RELATED DOCUMENTS; AND PROVIDING FOR MATTERS RELATED THERETO.

WHEREAS, Chapter 272 of the Texas Local Government Code authorizes political subdivisions to sell and convey rights-of-way to abutting owners in proportion to abutting ownership at an appraised fair market value; and

WHEREAS, in 2001, the City vacated, relinquished, and abandoned a certain alley located in Block 14 of Graham's Addition between Johnson and Jackson Streets, in Ordinance 01-HH; and

WHEREAS, Maryln A. Ferranti owns a tract of land containing Lots 6A and 6B out of Block 14, Graham's Addition to the City of Alvin, according to the plat recorded in Volume 19, Page 331, of the Deed Records of Brazoria County, Texas; and

WHEREAS, the 334 foot long and 20-foot-wide alley that was vacated, relinquished, and abandoned in Ordinance 01-HH, is abutted by Maryln A. Ferranti's property on the south side, as reflected in Exhibit A.

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are incorporated into this Ordinance as findings of fact by the City Council of Alvin, Texas.

Section 2. Consideration and Authorization to Execute Special Warranty Deed. The Mayor and the City Secretary shall be and are hereby authorized, empowered, instructed, and directed to execute the Special Warranty Deed, attached hereto as Exhibit B, conveying the rights and interests of the vacated, relinquished, and abandoned alley to the abutting property owner, Maryln A. Ferranti, in proportion to her ownership of the abutting property; thereby authorizing the City to convey such interest to such property owner. Upon execution of the deed, such deed shall be and shall become a valid and binding act and deed of the City of Alvin, Texas.

Section 3. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal or invalid or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 4. <u>Effective Date</u>. This Ordinance shall take effect immediately from and after its passage.

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

PASSED and APPROVED on the 7th day of September 2023.

THE CITY OF ALVIN, TEXAS	**ATTEST**
By:______________________________	By: ______________________________
Gabe Adame, Mayor	Dixie Roberts, City Secretary

Exhibit A

(Survey Maps and Description)

Exhibit B

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF BRAZORIA §

That the **City of Alvin, Texas**, a Texas municipal corporation, hereinafter called "**GRANTOR**," for and in consideration of the sum of Ten and No/100 Dollars ($10.00), together with other good and valuable consideration, to **GRANTOR** cash in hand paid by **Maryln A. Ferranti**, of 706 West House Street, Alvin, Brazoria County, Texas, hereinafter called "**GRANTEE**," the receipt of which is hereby acknowledged, has **GRANTED, SOLD** and **CONVEYED**, and by these presents does **GRANT, SELL** and **CONVEY** unto the said **GRANTEE**, a portion of the twenty foot (20') alley, being approximately 5,045 square feet of area, more or less, located in Alvin, Brazoria County, Texas, being permanently closed, vacated, and abandoned by the City in 2001, more particularly described as follows:

> *Being a tract of land containing 0.0107 acres (470 square feet), situated in the M.R. Hays Survey, Abstract 449, Brazoria County, Texas, being out of the 20 foot Alley in Block 14, Graham's Addition to the City of Alvin, Brazoria County, Texas, according to the plat thereof recorded in Volume 19, Page 331, of the Deed Records of Brazoria County, Texas, said alley abandoned by the City of Alvin, Texas, Ordinance No. 01-HH and recorded in County Clerk's File No. 2001041850 of the Official Records of Brazoria County, Texas.*

The Property conveyed shall include all right, title and interest, if any, of Grantor in and to: (1) any land lying in a street, road, tollway, accessway or easement (including any drainage or flood control easement) open or proposed, in front of, at the side of, adjoining, or within the Property; (2) the bed and banks of any bayou, stream, canal or ditch adjoining or adjacent to the Property; (3) all reversionary rights attributable to the Property; and (4) all rights of ingress and egress to the Property by way of open or dedicated roads and streets adjoining the Property.

This conveyance is expressly made subject to the easements reserved in this instrument, and the restrictions, covenants and easements, if any, apparent on the ground, in use or existing of record in the office of the County Clerk of Brazoria County, Texas, to which reference is here made for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said **GRANTEE**, the heirs, executors, successors and assigns forever, and **GRANTOR** does hereby bind its successors and assigns to **WARRANT AND FOREVER DEFEND**, all and singular, the said premises unto the said **GRANTEE**, the heirs, executors, successors and assigns, against every person whomsoever lawfully claiming or to claim the same by, through or under the City of Alvin, Texas, but not otherwise.

EXECUTED in Alvin, Brazoria County, Texas, this the ___ day of _____________ 2023.

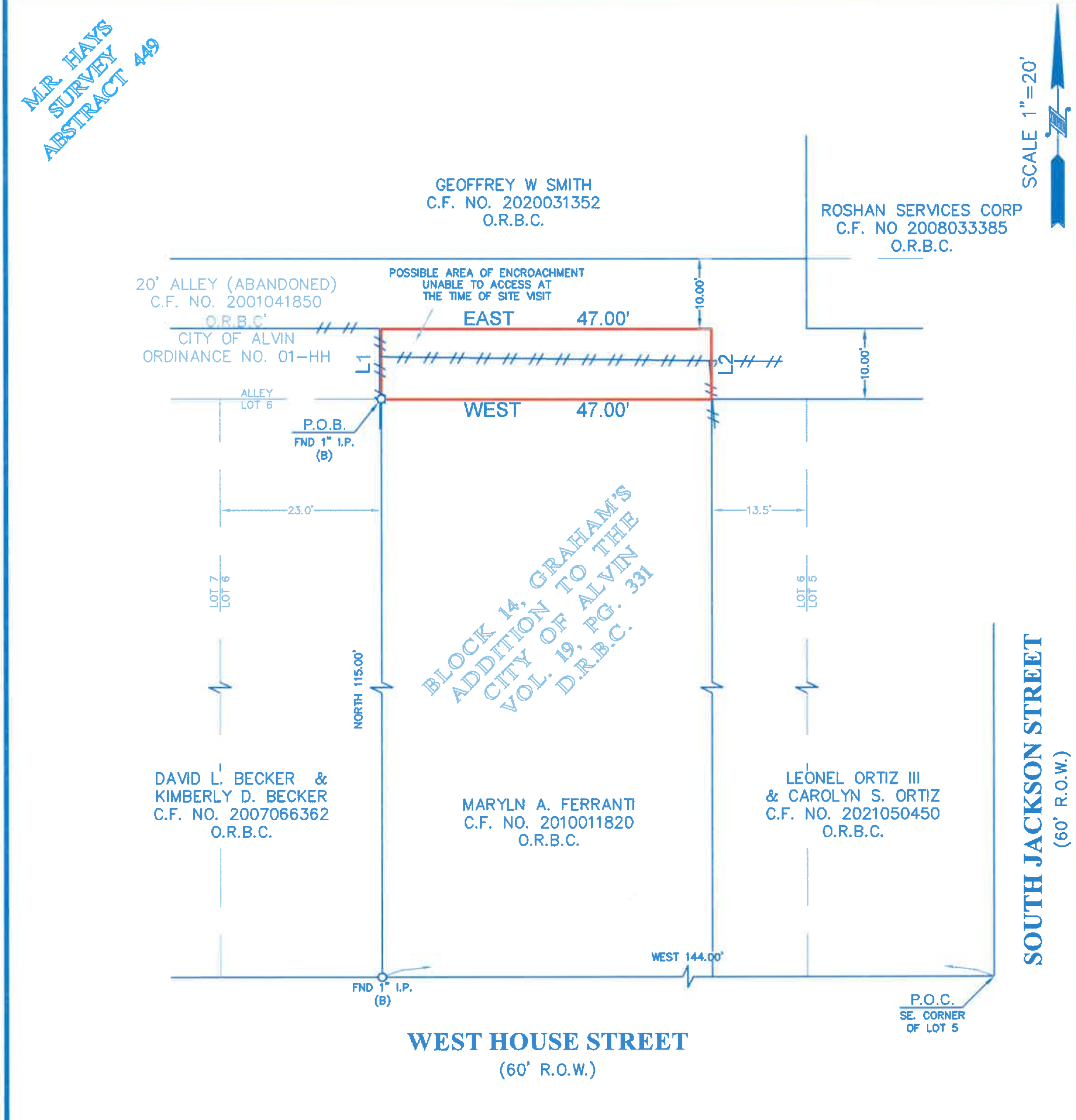
City of Alvin, Texas	**Attest:**
______________________________	_________________________________
Gabe Adame, Mayor	Dixie Roberts, City Secretary

AFTER RECORDING PLEASE RETURN TO:

City of Alvin
City Engineer
1100 West Highway 6
Alvin, Texas 77511

LEGEND

FENCE — WOOD



NOTES:

1. ALL BEARINGS SHOWN HEREON ARE REFERENCED TO A PRIOR DEED CONVEYED UNTO MARYLN A. FERRANTI, RECORDED IN COUNTY CLERK'S FILE NO. 2010011820 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, POINTS (A) AND (B) WERE HELD FOR HORIZONTAL CONTROL.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF INFORMATION CONTAINED IN A TITLE REPORT PER THE REQUEST OF THE BUYER.
3. THIS SURVEY IS CERTIFIED TO MARYLN A. FERRANTI FOR THIS TRANSACTION ONLY, IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
4. ALL EASEMENTS AND BUILDING LINES SHOWN ARE PER THE RECORDED PLAT UNLESS OTHERWISE NOTED.
5. THERE ARE NO NATURAL DRAINAGE COURSES ON SUBJECT PROPERTY.

LINE	BEARING	DISTANCE
L1	NORTH	10.00'
L2	SOUTH	10.00'

LEGAL DESCRIPTION: A TRACT OF LAND CONTAINING 0.0107 ACRE (470 SQUARE FEET) SITUATED IN THE M.R. HAYS SURVEY, ABSTRACT 449, HARRIS COUNTY, TEXAS, BEING OUT OF THE 20 ALLEY IN BLOCK 14, GRAHAM'S ADDITION TO THE CITY OF ALVIN, BRAZORIA, COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 19, PAGE 331, OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS ATTACHED.

EXHIBIT

CLIENT: TBD

ADDRESS: 706 WEST HOUSE STREET

www.survey1inc.com
survey1@survey1inc.com
Survey 1, Inc.
Your Land Survey Company
Firm Registration No. 100758-00
P.O. Box 2543 | Alvin, TX 77512 | (281)393-1382

FIELD CREW: JF	TECH: SF
DRAFTER: MA	FINAL CHECK: EF
DATE: 6-28-23	
JOB# 6-124985-23	

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF BRAZORIA §

That the **City of Alvin, Texas**, a Texas municipal corporation, hereinafter called "**GRANTOR**," for and in consideration of the sum of Ten and No/100 Dollars ($10.00), together with other good and valuable consideration, to **GRANTOR** cash in hand paid by **Maryln A. Ferranti**, of 706 West House Street, Alvin, Brazoria County, Texas, hereinafter called "**GRANTEE**," the receipt of which is hereby acknowledged, has **GRANTED, SOLD** and **CONVEYED**, and by these presents does **GRANT, SELL** and **CONVEY** unto the said **GRANTEE**, a portion of the twenty foot (20') alley, being approximately 5,045 square feet of area, more or less, located in Alvin, Brazoria County, Texas, being permanently closed, vacated, and abandoned by the City in 2001, more particularly described as follows:

> *Being a tract of land containing 0.0107 acres (470 square feet), situated in the M.R. Hays Survey, Abstract 449, Brazoria County, Texas, being out of the 20 foot Alley in Block 14, Graham's Addition to the City of Alvin, Brazoria County, Texas, according to the plat thereof recorded in Volume 19, Page 331, of the Deed Records of Brazoria County, Texas, said alley abandoned by the City of Alvin, Texas, Ordinance No. 01-HH and recorded in County Clerk's File No. 2001041850 of the Official Records of Brazoria County, Texas.*

The Property conveyed shall include all right, title and interest, if any, of Grantor in and to: (1) any land lying in a street, road, tollway, accessway or easement (including any drainage or flood control easement) open or proposed, in front of, at the side of, adjoining, or within the Property; (2) the bed and banks of any bayou, stream, canal or ditch adjoining or adjacent to the Property; (3) all reversionary rights attributable to the Property; and (4) all rights of ingress and egress to the Property by way of open or dedicated roads and streets adjoining the Property.

This conveyance is expressly made subject to the easements reserved in this instrument, and the restrictions, covenants and easements, if any, apparent on the ground, in use or existing of record in the office of the County Clerk of Brazoria County, Texas, to which reference is here made for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said **GRANTEE**, the heirs, executors, successors and assigns forever, and **GRANTOR** does hereby bind its successors and assigns to **WARRANT AND FOREVER DEFEND**, all and singular, the said premises unto the said **GRANTEE**, the heirs, executors, successors and assigns, against every person whomsoever lawfully claiming or to claim the same by, through or under the City of Alvin, Texas, but not otherwise.

EXECUTED in Alvin, Brazoria County, Texas, this the ___ day of _____________ 2023.

City of Alvin, Texas	**Attest:**
______________________________	_________________________________
Gabe Adame, Mayor	Dixie Roberts, City Secretary

AFTER RECORDING PLEASE RETURN TO:

City of Alvin
City Engineer
1100 West Highway 6
Alvin, Texas 77511

3
Lg

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34
Ck.
58.00

CITY OF ALVIN CITY HALL

216 W. Sealy • Alvin, Texas ns11 • (281) 388-4200 • FAX (281) 331-7215

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

I, Thomas W. Peebles, City Clerk, of the City of Alvin, Texas, do hereby certify that the attached copy of Ordinance No. 01-HH, AN ORDINANCE OF THE CITY OF ALVIN, TEXAS VACATING, RELINQUISHING AND ABANDONING A CERTAIN ALLEY LOCATED IN BLOCK 14 OF GRAHAM'S ADDITION BETWEEN JOHNSON AND JACKSON STREETS IN THE CITY OF ALIVN, is a true and correct copy as approved by the City Council of the City of Alvin, Texas on the 5th day of September, 2001.

Witness my hand and seal this 11th day of September, 2001.

Thomas W. Peebles, City Clerk

(SEAL)

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon, or photo-copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

City of Alvin

ORDINANCE NO. 01-HH

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS VACATING, RELINQUISHING AND ABANDONING A CERTAIN ALLEY LOCATED IN BLOCK 14 OF GRAHAM'S ADDITION BETWEEN JOHNSON AND JACKSON STREETS IN THE CITY OF ALVIN, TEXAS.

WHEREAS, the alley herein described is unimproved and is not necessary for public travel or useful to the public as a public thoroughfare; and

WHEREAS, the property in the area of the alley described herein will be better developed if said alley is abandoned; and

WHEREAS, such vacation and abandonment would be in the best interests of the public:

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

That the following portion of a certain alley within the City of Alvin, Texas, described as follows:

> Situated within the city limits of the City of Alvin, Texas and being a strip of land 20.0 feet wide, being a part of Block 14, of the Graham addition to the City of Alvin, Brazoria County, Texas according to the plat recorded in Volume 19, page 331, deed records of Brazoria County, Texas, said strip being more particularly described as follows:
>
> BEGINNING at the Southeast corner of Lot 1, Block 14, in the West line of Jackson Street;
>
> Thence South, along the West line of jackson Street, a distance of 20.0 feet to the Northeast corner of Lot 5, Block 14;
>
> THENCE West, along the North line of lots 5,6,7, and 8, Block 14, a distance of 334.0 feet to the Northwest corner of Lot 8, Block 14, in the East line of Johnson Street;
>
> THENCE North, along the East line of Johnson street, a distance of 20.0 feet to the Southwest corner of Lot 4, Block 14;
>
> THENCE East, Along the South line of Lots 4,3,2, and 1, Block 14 , a distance of 334.0 feet to the Place of beginning,

THENCE East, Along the South line of Lots 4,3,2, and 1, Block 14 , a distance of 334.0 feet to t he Place of beginning,

Is hereby VACATED, RELINQUISHED and ABANDONED by the City of Avlin, Texas.

The City Secretary is hereby directed to furnish a certified copy of this Ordinance for filing and recording in the Deed Records of Brazoria County, Texas, and said recording shall constitute notice to all interested persons of the acts of the City Council herein contained

PASSED on first reading on /6+n dc1f o.f A'1us-I , 2001.

PASSED on second and final reading on C-l-h d,,.1 af 5eftfm hP(, 2001.

ATIEST:

By: Thomas W. Peebles, City Clerk

CITYOF ALVIN, TEXAS

By: Troy Lewis, Mayor

F!! t:n FOR RFr,rpr

ZDOI SEP 17 PM 12:53

COUNTY CLERK

COUNTY TEXAS

STATE OF TEXAS
COUNTY OF BRAZORIA

I.JOYCE HUDMAN, Clerk of the County Court in and for Brazoria County, Texas do hereby .;ertify that this instrument was FILED FOR RECORD and RECORDED inthe OFFICIAL RECORD at the time and date as stamped hereon by me.

County Clerk of Brazoria Co., TX

01. Oll1850

CERTIFIED COPY OF ORDINANCE NO. 01-HH

CITY OF ALVIN, TEXAS

PLEASE RECORD AND RETURN TO:

THOMAS W. PEEBLES
CITY CLERK
CITY OF ALVIN
216 W. SEALY ST.
ALVIN, TEXAS 77511

AGENDA COMMENTARY

Meeting Date: 9/7/2023

Department: City Secretary

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

Agenda Item: Discuss and give staff direction regarding the appointment process for Boards and Commissions.

Type of Item: Discussion & Direction

Summary: This is a discussion on the board and commission appointment process.

A DRAFT Board and Commission handbook, along with updated Applications to Serve on a Board or Commission have been created and included in the packet for your review. Any official changes or amendments needed to various ordinances/resolutions stemming from this conversation will be brought back before City Council for formal consideration and adoption at the meeting scheduled for September 21st. Staff would like to have changes made by the September 21st meeting so that board and commission members can be notified in advance of any changes before the December board and commission appointments are made.

Funding Expected: Revenue _ Expenditure _ N/A X **Budgeted Item:** Yes __ No _ N/A X

Funding Acount: ____ **Amount:** ____ **1295 Form Required?** Yes __ No X

Legal Review Required: N/A X Required __ **Date Completed:** ___________

Finance Review Required: N/A X Required __ **Date Completed:** __________

Supporting documents attached:
1. Board Commission Process Presentation
2. Board Commission Handbook_DRAFT
3. Application to ReServe_DRAFT
4. Application to Serve on Board Commission _DRAFT

Recommendation: Staff direction.

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

Boards & Commissions

Streamlining the Appointment Process

Options to Consider

- Conduct City **Council Workshop** session on a separate evening from the regular meeting schedule to thoroughly **review applicant information** with the intent of narrowing down the list of applicants in preparation for the City Council meeting where appointments will be considered.
  - In lieu of interviews, City Council could send survey questions to applicants electronically through the city secretary's office in advance of work session.

CITY OF ALVIN EST. TEXAS 1879

Options to Consider, cont'd.

- City Council hold a **workshop** to conduct Board & Commission **interviews** for all applicants.

- Mayor appoint a City Council **subcommittee** of 3 members to review applications and conduct **interviews** with applicants in a **workshop** setting.
  - Committee to make recommendations to City Council on appointments

Options to Consider, cont'd.

- Boards & Commissions conduct interviews for new applicants for their respective board/commission.
  - Allow current **board/commissions** to conduct **interviews** – **chair** or representative to **present recommendations** to City Council at a regular or workshop meeting of City Council.
  - Allow current board/commission **chair, vice chair, secretary (or any combination thereof)** to conduct **interviews** – chair or representative present recommendations to City Council at a regular or workshop meeting.

Options to Consider, cont'd.

- Keep **process** the same with city secretary compiling applicant information and dispersing to City Council in advance of meeting.
  - Individual members of City Council have their selected volunteer(s) for each vacancy prepared before the meeting at which appointments are to be considered.
    - Enhance the application questions so that more information is provided.
    - Council to discuss/debate appointments.

CITY OF ALVIN EST. TEXAS 1879

Other Considerations

- Should volunteers be limited to serving on only ONE (1) board or commission at a time?
- Should term limits be established on boards and commissions?
  - How long?
- Should applicants be limited to selecting the top 3 boards commissions they would like to serve on – ranking them in order?

CITY OF ALVIN
EST. TEXAS 1879

Current Boards & Commissions

Planning Commission

- Charter Established
- Resident of City
- 5-11 members

Parks & Recreation Board

- Charter Established
- Resident
- Registered Voter
- Must have resided in City for at least 6 months prior to appointment
- 7-9 members

CITY OF ALVIN EST. TEXAS 1879

Current Boards & Commissions

Charter Review Commission

- Charter Established
- 7 members
- Residents

Senior Citizens Board

- Established by Ordinance
- 7 members
- Appointed by Mayor subject to City Council approval.

Current Boards & Commissions

Building Board of Adjust/Appeals

- Ordinance – International Building Code
- 5 members

Public Library Board

- Established by Ordinance
- 5 members - residents
- Specific appointments

CITY OF ALVIN
EST. TEXAS 1879

Current Boards & Commissions

CITY OF ALVIN
EST. TEXAS 1879

Cultural Diversity Awareness Commission

- Established by Ordinance
- 6 voting members
- 2 Associate Members
- Appointed by the Mayor with Council approval
  - *Note: inactive board – not enough interest to make commission*

Recommendation – Council Direction

- **Create** a City Council **subcommittee** of 3 members to conduct board and commission interviews for applicants.
  - The nominating committee **may choose** to interview **re-applying members.**
- **Subcommittee** make **recommendations** to City Council on board **appointments** based on interviews.
  - Council to debate on recommendations / then vote for appointments:
    - individually,
    - by each board, or
    - entire slate recommended by the subcommittee
- Volunteers restricted to serving on one board/commission at a time (at Council's discretion)

CITY OF ALVIN EST. TEXAS 1879

Recommendation – Council Direction

- Establish Term limits for board and commission members?

- Should following boards be set at 7 members?
  - Planning – (current 5-11 members - Charter)
  - Parks – (current 7-9 members - Charter)

- Adoption of:
  - Board & Commission Handbook
  - Updated Applications

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Discussion - Next Steps

- Recommended changes will be brought to City Council at the next meeting to officially make changes to corresponding resolutions/ordinances, etc.
- New process to begin with appointments made in December.

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EST. TEXAS 1879

Process for Appointment to a City Board or Commission

The City Council is responsible for making appointments to a City Board or Commission. To promote a process that is efficient, transparent, and that allows input from the entire City Council, the following process shall be used to make appointments to a City Board or Commission, Committee:

1. The City Council seeks out the best-qualified citizens to serve on its boards and commissions The qualifications required to serve on a particular board or commission are determined by The City of Alvin Charter or by an Ordinance establishing the Board or Commission. For specific eligibility and qualifications, please refer to **Appendix A.**

2. No person can be appointed to a city created Board, Commission, Committee, unless that person has completed and submitted an **"Application to Serve on a Board or Commission"** to the City Secretary before the meeting at which they are appointed by the City Council.

3. The City Secretary shall collect applications.

4. After receipt of application, the City Secretary will verify that each applicant meets the qualifications for serving on the desired board or commission.

5. The list of applicants and vacancies will be sent to the Nominating Committee for consideration. (Applications will be available for review by the entire Council).

6. The Nominating Committee will consist of three (3) Council Members who will serve for one year, beginning the 1st day of July of each year.

7. The Nominating Committee shall be appointed by the mayor. The mayor does not serve on the Nominating Committee.

8. The Chair of each board or commission, if applicable, will also participate in the Nominating Committee when considering appointments to their specific board or commission.

9. The Nominating Committee will review applications, interview applicants and present recommendations to the entire Council at the next City Council meeting after interviews are conducted.

10. All board and commission appointments must be confirmed by a vote of the City Council.

11. Appointments to TIRZ Boards will follow the process as outlined in the Bylaws governing said organization.

12. It is preferred that appointees serve on only one board or commission at a time.

13. Existing board or commission members whose term has expired and who wish to continue service on the same board or commission shall submit an **"Application to Re-serve on a Board or Commission"** indicating they are interested and willing to continue serving in their current appointment. The nominating committee may choose to interview the member prior to presenting the name to the City Council for reappointment.

14. Vacancies shall be filled in accordance with the appointment procedures for new members.

15. Applications will remain on file in the City Secretary's Office for one (1) year and will be resubmitted to the City Council any time there is a vacancy on a board or commission.

16. The City Secretary's office shall be responsible for notifying appointees of their appointment to a board or commission in writing soon after the appointment is made. This written notice shall also include board or commission responsibilities, days, times, frequency, and locations of meetings, required training, and time and place at which the Oath of Office will be administered. The City Secretary's office shall also notify the chair and staff liaison, if applicable, of the said appointment(s).

17. All board and commission members appointed shall take the State required Open Meetings Act and Public Information Act training within 60 days of appointment.

Meetings

What is a Quorum? A quorum is the minimum number of members needed to officially conduct business. A quorum is a majority of the members of a board or commission. Approval of an action listed on an agenda requires a majority vote of persons legally entitled to vote, excluding abstentions, at a meeting at which a quorum is present.

Role of the Chair. The function of the Chair is to provide leadership to the group. The Chair is selected by other board members by nominations from the floor of fellow board members. The Chair must perform these duties and responsibilities: (1) ensure that the meeting is conducted in accordance with established rules; and (2) maintain order and bring the group to a conclusion on the matters before it. The Chair must make certain that discussions do not get sidetracked on minor issues and must have the ability to remain focused on the agenda.

Role of Vice-Chair and Other Officers. The Vice-Chair will serve as Chair in the absence of the Chair. Other officers and duties shall be determined by the respective resolution, ordinance or statute that created the board, commission, or committee.

Agenda. All board or commission agendas must be prepared and properly posted at least 72 hours in advance of a meeting in compliance with the Texas Open Meetings Act. The agenda should be prepared by the Chair and the department director or staff person assigned to the board or commission. Any two board members may submit items to the chair and staff liaison for consideration on an agenda. Items listed on the agenda shall be specifically worded for each item to be considered and/or voted upon. Generally, the order of the agenda shall be as follows:

1. Call to Order

2. Roll Call
3. Petitions and Requests from the public.
4. Approval of Minutes
5. Individual Agenda items to be discussed and/or considered should be listed out separately on the agenda.
6. Items of Community Interest
7. Adjournment

Meeting Attendance. Every board or commission member is expected to maintain a suitable attendance record. It is important to keep in mind that attendance is very important to the board or commission. Because attendance is important, the City Council has adopted an attendance policy of no more than three (3) consecutive absences without an excuse for regular board or commission members. If a member does not follow the attendance policy set for the board, or commission, the member can be removed from service by a majority vote of the City Council.

Working with City Staff. Each board or commission member is encouraged to work closely with City staff assigned to that board or commission. City staff are assigned to provide general assistance, such as preparation of agenda materials and general review of department programs and activities, and to perform limited studies and other services. If any person serving on a board or commission has a complaint regarding a city employee, the member should address it with the Mayor and the City Manager.

Tie Votes. Matters voted on by boards, commissions which end in a tie-vote, regardless of the cause, shall be considered a denial.

Code of Conduct for Elected & Appointed Officials

Adopted by Resolution 16-R-28 (12/1/16)

1. **Act in the Public Interest.** Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of Alvin and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Alvin City Council, boards and commissions.

2. **Comply with the Law.** Members shall comply with the laws of the nation, the State of Texas and the City of Alvin in the performance of their public duties. These laws include, but are not limited to: the United States and Texas constitutions; the Alvin City Charter; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, open processes of government, and City ordinances and policies.

3. **Conduct of Members.** The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, boards and commissions, the staff or public. Members should dedicate themselves to the highest ideals of honor and integrity in all public and personal relationships.

4. **Respect for Process.** Members shall perform their duties in accordance with the processes

and rules of order established by the City Council and boards and commissions governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City staff, even when the member has voted in the minority.

5. **Conduct of Public Meetings.** Members shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings.

6. **Conduct Business in Open.** Members shall conduct business in open and publicized meetings in order to be transparent to the citizens of Alvin. It is recognized that certain exceptions are made by the State for closed sessions and any action as a result of that type of meeting will be addressed in the open session as noted on the agenda. Communications made during a public meeting or closed session are subject to the Texas Public Information Act. Members will not use "electronic communication devices" to communicate either internally or externally during meetings.

7. **Decisions Based on Merit.** Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.

8. **Communication.** Members shall publicly share substantive information that is relevant to a matter under consideration by the Council or boards and commissions, which they may have received from sources outside of the public decision-making process. Members will not withhold information that is pertinent to the decision-making process.

9. **Use of Electronic Devices.** Members will not use electronic devices other than what is necessary for conducting business during a meeting. Members will not text, email, make phone calls, use social media, or play games during the course of a meeting. Members shall not communicate or participate in a discussion with a quorum of the city council relative to city business via electronic mail, text or other social media tool. Use of personal emails, cell phones or computers may subject members to Public Information Act disclosure requirements.

10. **Smoking or Use of Tobacco Products.** Members will not smoke or use tobacco products, electronic cigarettes and/or smokeless tobacco during the course of a meeting.

11. **Use of Alcohol.** Members shall not be impaired due to the use of alcohol prior to or while conducting city business in a meeting.

12. **Conflict of Interest.** In order to assure their independence and impartiality on behalf of the common good, members shall not use their official positions to influence government decisions in which they have a material financial interest or where they have an organizational responsibility or personal relationship which may give the appearance of a conflict of interest. In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts, and they shall abstain from participating in deliberations and decision-making where conflicts may exist, because these areas WILL exist. When these issues arise, it is simply imperative that we mitigate those issues appropriately.

13. **Gifts and Favors.** Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that are not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.

14. **Confidential Information.** Members shall respect the confidentiality of information concerning the property, personnel, or affairs of the City. They shall neither disclose confidential information without proper legal authorization nor use such information to advance their personal, financial, or other private interests. A member shall not intentionally or knowingly disclose any confidential information gained by reason of said official position concerning the property, operations, policies or affairs of the city.

15. **Use of Public Resources.** Members shall not use public resources not available to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.

16. **Representation of Private Interests.** In keeping with their role as stewards of the public interest, members of Council shall not appear or speak specifically on behalf of the private interests, including both private and nonprofit entities, of third parties before the Council or any board, commission or proceeding of the City in, nor shall members of boards or commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

17. **Advocacy.** Members shall represent the official policies or positions of the City Council, board or commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state that they do not represent their body or the City of Alvin, nor will they allow the inference that they do.

18. **Policy Role of Members.** Members shall respect and adhere to the council-manager structure of Alvin city government as outlined by the Alvin City Charter. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards and commissions, and City staff. Except as provided by the City Charter, members therefore shall not interfere with the administrative functions of the City or the professional duties of City staff; nor shall they impair the ability of staff to implement Council policy decisions.

19. **Independence of Boards and Commissions.** Because of the value of the independent advice of boards and commissions to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of board and commission proceedings.

20. **Positive Workplace Environment.** Members shall support the maintenance of a positive and constructive workplace environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction or comments to staff.

21. **Political Endorsements.** When endorsing a candidate for any elected office publicly, members will not use their title as a councilman, board or commission member nor use a city meeting forum to endorse a candidate. Council is prohibited from endorsing any candidate for city elections as it is deemed inappropriate.

22. **Implementation.** As an expression of the standards of conduct for members expected by the City, the Alvin Code of Conduct is intended to be self-enforcing. It therefore is most effective when members are thoroughly familiar with it and embrace its provisions. For this reason, code of conduct standards shall be included in the regular orientations for candidates for City Council, applicants to board and commissions, and newly elected and appointed officials. Members entering office shall sign a statement affirming they read and understood the City of Alvin Code of Conduct. The City Council shall consider recommendations from boards and commissions and Council Members and update it as necessary.

23. **Compliance and Enforcement.** The Alvin Code of Conduct expresses standards of ethical conduct expected for members of the Alvin City Council, boards and commissions. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government.

    The chairs of boards and commissions and the mayor have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Conduct are brought to their attention. The second in line, when the mayor's or chair's actions come into question, would assume the duty of intervening. The City Council may impose sanctions on members whose conduct does not comply with the City's Code of Conduct, such as reprimand, formal censure, loss of seniority or committee assignment.

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APPENDIX A

PLANNING COMMISSION	
PURPOSE	Advise Council regarding the master plan for the physical development for the city.
NUMBER OF MEMBERS	No less than 5, no more than 11
MEMBER ELIGIBILITY REQUIREMENTS	Members shall be residents of the city
TERM	3-year term
MEETING TIME	3rd Tuesday of each month at 6:00 p.m.
DUTIES	Review and approve plans, plats, replats, and subdivisions. Annually submit recommended Capital Improvements for budget consideration.
OTHER INFORMATION	*See* City of Alvin Charter, Article VIII, Section 1-7
Created by City Charter	

PARKS AND RECREATION BOARD	
PURPOSE	Advise Council concerning the acquisition, development, improvement, equipment and maintenance of all parks and public playgrounds, and recreational facilities owned or controlled by the city within and without the corporate limits
NUMBER OF MEMBERS	No less than 7, no more than 9
MEMBER ELIGIBILITY REQUIREMENTS	Members shall be qualified voters of the city and who have resided within the city for a period of not less than six (6) months immediately preceding their appointment
TERM	2-year term.
MEETING TIME	1st Tuesday of each month at 6:30 p.m.
DUTIES	Work in an advisory capacity to the city council concerning the acquisition, development, improvement, equipment and maintenance of all parks and public playgrounds, and recreational facilities owned or controlled by the city within and without the corporate limits
OTHER INFORMATION	*See* City of Alvin Charter, Article IX. Parks and Recreation, Section 1-6
Created by City Charter	

CHARTER REVIEW COMMISSION	
PURPOSE	Commission shall submit its report to the City Council within six (6) months of the date of its appointment, recommending amendments to the City of Alvin Charter.
NUMBER OF MEMBERS	7 members
MEMBER ELIGIBILITY REQUIREMENTS	Must be residents of Alvin
TERM	Council shall appoint a Charter Review Commission every four (4) years, but not earlier than two (2) years.
MEETING TIME	As determined by each Charter Commission once they are appointed.
DUTIES	Work in an advisory capacity to the city council concerning updates, revisions, and amendments to the City Charter document.
OTHER INFORMATION	*See* City of Alvin Charter, Article XI, Section 16
Created by Charter	

SENIOR CITIZEN BOARD	
PURPOSE	To promote year-round recreational and educational activities and facilities for adults fifty (50) years or more of age, and their spouses (regardless of age), living in the Alvin area; To encourage personal independence and community involvement of senior citizens; To enhance the quality of life for senior citizens living in the Alvin area;
NUMBER OF MEMBERS	7 members
MEMBER ELIGIBILITY REQUIREMENTS	*There are no minimum requirements to serve on this board.*
TERM	2-year terms, terms shall be staggered, and to that end the initial terms of three (3) members shall be for one year from the date of appointment and the initial terms of four (4) members shall be for two (2) years from the date of appointment.
MEETING TIME	2nd Monday of each month at 9:00 a.m.
DUTIES	To act as a liaison between the senior citizens of the community and the City and cooperate with and coordinate activities and programs with the Senior Center Director.
OTHER INFORMATION	*See* City of Alvin Code of Ordinances, Chapter 2 Article I, Section 2-20.3
Created by City Ordinance	

BUILDING BOARD OF ADJUSTMENT AND APPEALS	
PURPOSE	To hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of the adopted International Residential Code.
NUMBER OF MEMBERS	5 members
MEMBER ELIGIBILITY REQUIREMENTS	*There are no minimum requirements to serve on this board.*
TERM	2-year terms
MEETING TIME	As needed
DUTIES	Work in an advisory capacity to the city council concerning recommendations for variance requests.
OTHER INFORMATION	*See* City of Alvin Code of Ordinances, Chapter 5, Section 5-23
Created by City Ordinance; as a condition of the adopted 2018 International Residential Code; with Amendments	

LIBRARY BOARD	
PURPOSE	Management and direction of all matters pertaining to such library.
NUMBER OF MEMBERS	7 members
MEMBER ELIGIBILITY REQUIREMENTS	At least five (5) members must reside within the corporate limits of the city and shall have resided within the corporate limits of the city for at least one year preceding their appointment. Two (2) members may be appointed from the Alvin area in Brazoria County, provided that such members have resided within such area for at least one year preceding their appointment.
TERM	3-year term, staggered
MEETING TIME	Quarterly, 1st Thursday of those months
DUTIES	Work in an advisory capacity to the city council concerning the library operations, property, events and contracts and other matters related thereto.
OTHER INFORMATION	*See* City of Alvin Code of Ordinances, Chapter 2, Article IV, Sections 2-38 through 2-43.
Created by City Ordinance	

ANIMAL SHELTER ADVISORY BOARD	
PURPOSE	To provide guidance to the animal shelter and liaison between the community, shelter and Council. To assist in complying with requirements of Texas Health and Safety Code.
NUMBER OF MEMBERS	6 members
MEMBER ELIGIBILITY REQUIREMENTS	At least one (1) licensed veterinarian One (1) city official One (1) person whose duties include the daily operation of an animal shelter One (1) representative from an animal welfare organization Two (2) citizens who will reside within the city limits of Alvin
TERM	Each member shall serve a three (3) year term provided, however, upon initial creation of the Committee the two (2) citizens who reside within the city shall be appointed to a two (2) year term. Thereafter, each member shall serve a staggered three-year term.
MEETING TIME	Shall meet at least 3 times a year, and on an as-needed basis
DUTIES	Work in an advisory capacity to the city council concerning Animal Shelter operations.
OTHER INFORMATION	*See* Texas Health and Safety Code, Chapter 823, Section 823.005
Created by Resolution 00-R-23, October 5, 2000.	

Application to Re-Serve on a Board or Commission

Name ______________________________ Date ______________________________

Address ____

Cell Phone ___________________________ Home Phone (if applicable)____________________

Email Address ____

Employer ________________________ Occupation _________________________

Reason(s) you wish to Continue Serving: ____

____

____

____

____

Currently Serving on the Following Board or Commission for Which I am Re-applying:

Building Board of Adjustments & Appeals ______ **Parks Board** ______

Board of Ethics and Compliance ______ **Planning Commission** ______

Cultural Diversity Awareness Commission ______ **Senior Citizens Board** ______

Library Board ______ **Other** ______

Have you missed any Board or Commission meetings this past year? If so, how many?

____

Signature of Applicant:

Please return application to:

Alvin City Hall
216 W Sealy
Alvin, TX 77511
Attn: Sara Cruz, Deputy City Secretary
(281)-388-4241 citysecretary@cityofalvin.com

Application to Serve on a Board or Commission

Name: ____

Physical Address: ____

Mailing Address (if different from above)**:** ____

Do you live within the City of Alvin Corporate City Limits Yes ____ No ____

Cell Phone #: __________________________ **Home Phone # (if applicable):** _______________________

E-mail Address: ____

Occupation: _____________________________ **Employer:** ___________________________________

Appointed position desired (rank those that interest you 1st,2nd,3rd choice - Select only 3)

___ Building Board of Adjustments & Appeals

___ Board of Ethics and Compliance

___ Cultural Diversity Awareness Commission

___ Library Board

___ Parks Board

___ Planning Commission

___ Senior Citizens Board

Other_____________________________

If asked to serve on a different board than you indicated, would you be interested? **Yes__ No__**

Have you ever served on the Alvin City Council? Yes ____ No ____

Have you served on an Alvin City Board, Commission, or Committee? Yes ____ No ____

If so, list: ____

Have you attended/graduated from the Alvin Citizens Academy? If yes, what year ______

How long have you been a resident of Alvin? ______________________Years

How long have you been a resident of Texas? _____________________Years

Are you a Registered Voter? Yes ____ No ____

By applying to serve on a Board or Commission you recognize that serving on a board or commission can be time consuming. Most meetings are held on a monthly basis and you are committed to attending all regularly scheduled meetings. ❒

Please specify any time constraints you may have ____

Optional Information:

Race/Ethnicity ❒ Asian or Pacific Islander ❒ African American ❒ American Indian ❒Caucasian ❒ Hispanic ❒ Prefer not to Answer ❒ Not listed ______________________

Gender ❒ Male ❒ Female **Date of Birth** ___________________________

Please check all that apply:
❒ You are a property owner within the City of Alvin
❒ You or a family member own a local business in the City of Alvin

Tell us a little about yourself and why you would like to serve:

____
____
____
____

What inspired you to apply to serve on a board or commission?

____
____
____
____

Please list any Civic or Community Endeavors in which you have been involved:

____
____
____
____

What will make you a good board member? Include any special knowledge, education, or experience.

____
____
____
____

Please list any other additional information you think is relevant for City Council to know about you:

____
____
____
____

I authorize the release of my personal information **Yes** ____ **No** ____

I understand that appointments are solely at the discretion of city council and that this form is not the only basis of candidate selection. If appointed, I will accept the position and faithfully serve to the best of my ability. I understand that information provided in this document is subject to the Public Information Act and phone number and/or email address may be listed as contact information for said board/commission to which appointed.

Signed: ______________________________ **Date:** __________________________________

Please Return to the City Secretary's Office. This form will be retained for one year.

216 W. Sealy St. Alvin, Texas 77511; Ph:281-388-4255; CitySecretary@cityofalvin.com