

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, October 19, 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 **OCTOBER 19, 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. Proclamation - declaring November 2023 as Alzheimer's Awareness Month.
- B. Proclamation - declaring the week of October 22 - 28, 2023 as Alvin Police Department Chaplain's Week.
- C. Alvin Historical Museum Update - Tom Stansel.

4. PUBLIC COMMENT

5. CONSENT AGENDA

- A. Consider approval of the September 21, 2023 City Council meeting minutes.
- B. Consider approval of the September 25, 2023 Special City Council meeting minutes.
- C. Consider an Engineering Services Agreement with Adico Consulting Engineers, LLC., in an amount not to exceed \$664,000 for engineering design services for the 2024 Concrete Pavement and Drainage Project - Hood Street; and authorize the City Manager to sign the agreement upon legal review.
- D. Consider an Engineering Services Agreement with Freese and Nichols, Inc. in an amount not to exceed \$145,000 for engineering design services for the 2024 Water Master Plan Update; and authorize the City Manager to sign the agreement upon legal review.
- E. Acknowledge receipt of the 2022 Kendall Lakes Tax Increment Reinvestment Zone

Number Two Annual Report.

- F. Consider Resolution 23-R-33, removing and adding certain authorized representatives of the City to complete the necessary transactions in connection with the TexPool Investment Accounts; and providing for other related matters thereto.
- G. Consider Resolution 23-R-34, updating the designation of persons authorized to act on behalf of the City of Alvin in connection with TexSTAR.
- H. Consider Resolution 23-R-35, updating the designation of persons authorized to act on behalf of the City of Alvin in connection with Texas CLASS (Texas Cooperative Liquid Assets Security System) Trust.
- I. Consider Resolution 23-R-36, updating certain officers of the City of Alvin for the City of Alvin bank accounts.
- J. Consider Resolution 23-R-37, authorizing changes to Authorized Representatives for Local Government Investment Cooperative ("LOGIC"); and providing an effective date.
- K. Consider the resignation of Jennifer Ahlbaum from the Charter Review Commission.

6. OTHER BUSINESS

- A. Consider Resolution 23-R-38, designating one representative and one alternate representative to the Houston-Galveston Area Council (H-GAC) General Assembly for 2024.
- B. Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

7. REPORTS FROM THE CITY MANAGER

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

8. ITEMS OF COMMUNITY INTEREST

Pursuant to 551.0415 of the Texas Government Code reports or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

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

9. EXECUTIVE SESSION

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

10. RECONVENE TO OPEN SESSION

11. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, on **MONDAY October 16, 2023 at 5:00 p.m.**



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, Alzheimer's is a disease that results in the loss of brain cells and their connections, affecting 6.5 million Americans, more than 430,000 people in Texas, and nearly 5,200 people in Brazoria County alone; and

WHEREAS, We are called upon as a nation to be aware of Alzheimer's, related disorders, and the challenges they create for individuals, their families, and communities at large; and

WHEREAS, the City of Alvin recognizes that Gathering Place Interfaith Ministries, Inc. works tirelessly with their partners, the county and cities throughout Brazoria County, and its Community Partners, through the Brazoria County Alzheimer's Awareness Project; and

WHEREAS, This project is at the forefront of the fight against Alzheimer's by curating events and activities that increase awareness about dementia, treatment options, caregiving issues, and community resources.

NOW, THEREFORE, I, Mayor Gabe Adame, as Mayor of the City of Alvin Texas and on behalf of the City Council do hereby proclaim the month of November, as

Alzheimer's Awareness Month

in the City of Alvin and call upon all citizens to join us in commending the Brazoria County Alzheimer's Awareness Project and Gathering Place Interfaith Ministries, Inc., for working through education and collaboration to create awareness by encouraging early detection of Alzheimer's disease in our community.

WITNESS my hand and seal this
19th day of October 2023.

Gabe Adame, Mayor



Office of the Mayor, City of Alvin, Texas

Proclamation

WHEREAS, The Alvin Police Chaplain Program began in 2004, and has provided ministerial services and support to Alvin officers, their families, and members of the community following traumatic events and in times of injury, illness, and death of loved ones; and

WHEREAS, Chaplain Week is a time to recognize the vital contributions of the 14 Chaplains serving our community that provide faith, spiritual support, and guidance during police related critical incidents and help officers navigate crisis, loss and grief of such tragic events; and

WHEREAS, Alvin Police Chaplains selflessly serve others, and are part of the Alvin Police Department Exceptional Team, providing Exceptional service, and are Making a Difference every day.

NOW, THEREFORE, I, Mayor Gabe Adame, as Mayor of the City of Alvin Texas and on behalf of the City Council do hereby proclaim the week of October 22-28, 2023, as

Alvin Police Department Chaplain Week

in the City of Alvin and encourage all citizens to honor these everyday Heroes and keep them in your daily prayers.

WITNESS my hand and seal this
19th day of October 2023.

Gabe Adame, Mayor

Alvin Museum - January – September 2023

The Alvin Museum has logged for the year 2023:

Over 1,428 Visitors

3,376 Volunteer Hours

80 hotel nights

18 tours with 344 people

Special Activities:

Children's Treasure Hunt for younger visitors

Mother's Day Tea at the Cottage

Father's Day Fun Day at the Cottage

Hispanic Heritage Fiesta and VIP Night

Alvin Historical Museum Trivia Night at 1820 Coffee House

Upcoming Activity:

Alvin Coffee and Connections - October 24, 2023 - Sponsor – AFCU – 8:00 a.m.

Caroling at the Cottage – December 9, 2023, from 5:00 p.m. to 8:00 p.m.

Alvin Museum pursuing community partnerships

Alvin Library

Alvin Parks and Recreation

Alvin Community College Theatre Department

Community Outreach to local Clubs

Services often provided by Alvin Museum

Family History

Deed History

Search for Newspaper Clippings

Local Historical Research

General History of organizations and businesses

And More









Alvin Museum Society
PRELIMINARY PROPOSAL FOR FUTURE PROJECT

Museum Basement Renovation

Rational:

The current museum space dedicated to exhibits restricts future expansion.
Twenty-two permanent exhibits are installed in the main area.
Temporary exhibits are designed to be installed in available interim space.
This leaves little space for installing future permanent exhibits being planned to expand the recording of the history of Alvin and the surrounding community.

Concept:

The space in the basement, with modifications, could be made to allow for the expansion and development of the children's toy exhibit along with providing space to install an instructional area for children's programs.

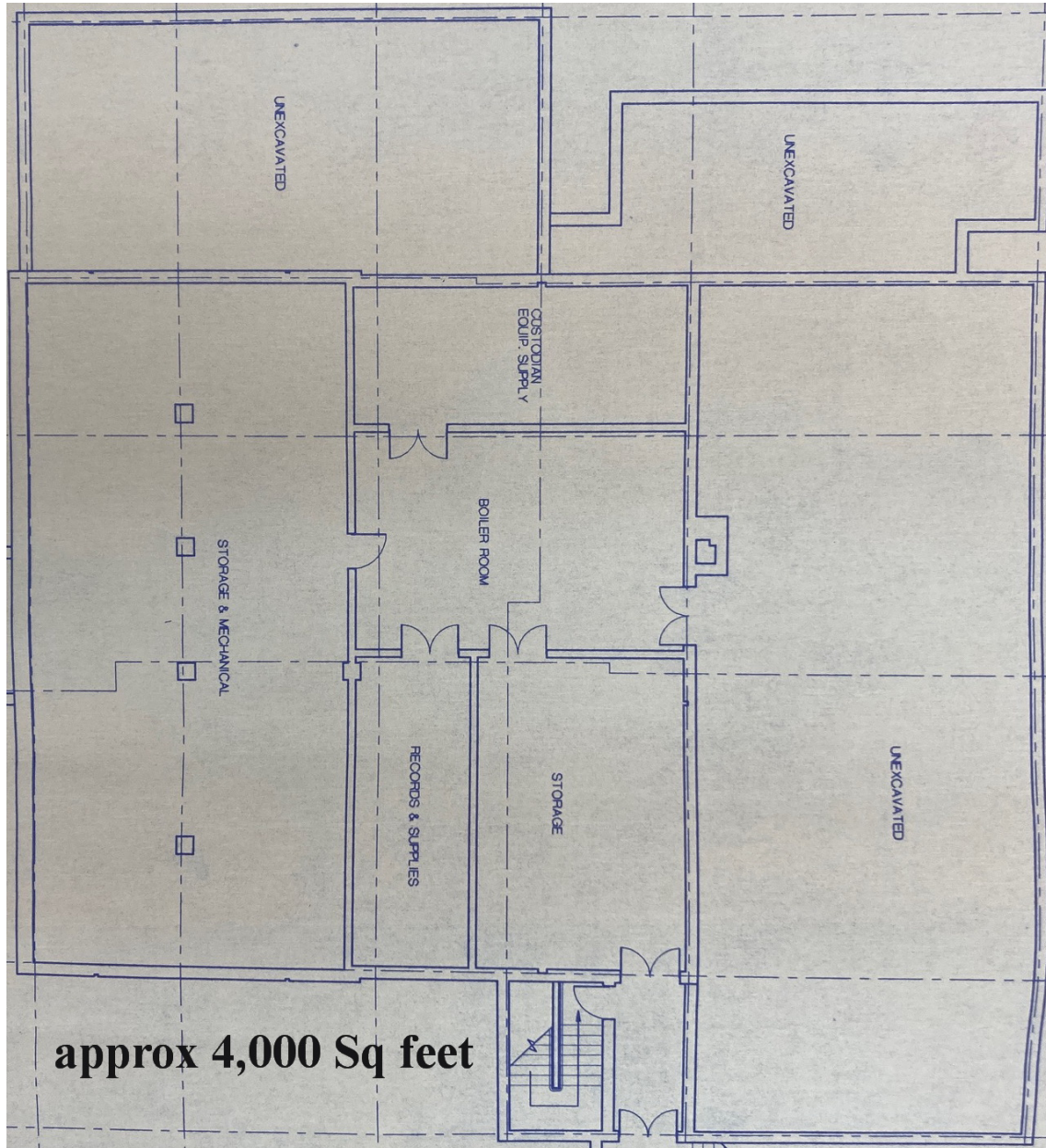
The space would also be utilized to install temporary exhibits which must now be fit into the main exhibit area.

Use of the basement would enhance the ability to add aspects to the museum which would attract visitors.

Projected Modifications Needed:

- Removal of old furnace equipment and other unused equipment such as telephone boxes and electrical devices
- Climate control with installation of air conditioning and heating
- Renovate the area with painting and flooring and lighting
- Providing access to the basement from the main exhibit area by installing an elevator to connect the areas

Alvin Museum Society
PRELIMINARY PROPOSAL FOR FUTURE PROJECT



Alvin Museum Society
PRELIMINARY PROPOSAL FOR FUTURE PROJECT

RESTORATION OF ART NOUVEAU APPEARANCE OF MUSEUM BUILDING

Rational:

Buildings in their original design create a visual historical image, reflecting the values of a community at that time. The original décor of the building now housing the museum is such an example. Built in the 1940s, it encompassed the idea of art combining with architecture to produce an attractive structure projecting a modern outlook in the community. Subsequent remodeling took away some of that image.

Concept:

By doing a modest reinstalment of some of the original features, the building would regain its artistic appearance, enhance the downtown area, and create a sight that would attract attention of visitors. The historical cupola and eagle can be lit at night to enhance the image of downtown.

Criteria:

- Determine the possibility of reproducing the art nouveau aspects of the building though a feasibility study based on research
- Form a steering committee to coordinate the gathered information
- Outline a plan for obtaining resources to finance the project

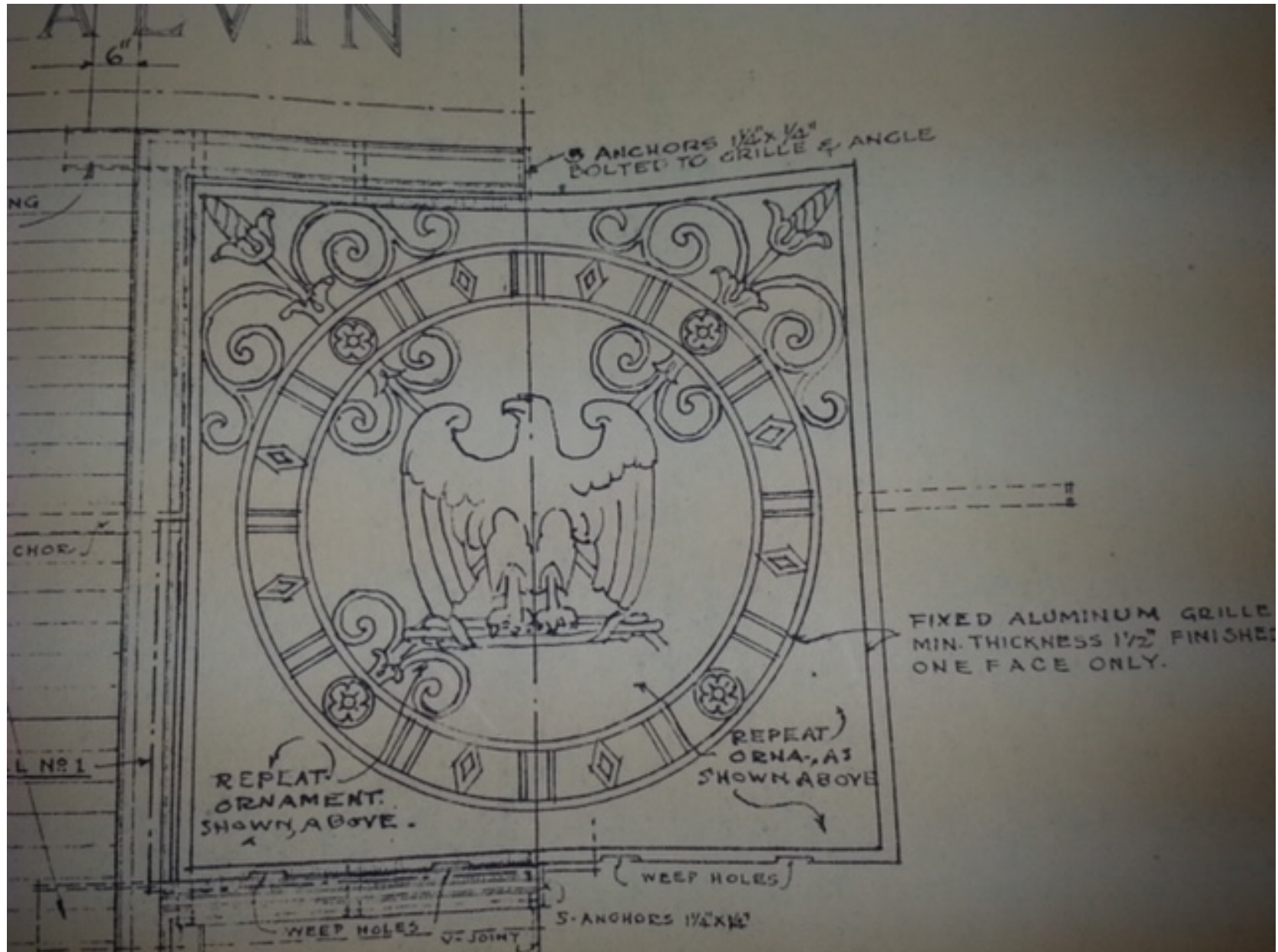
Considerations:

This is recognized as along range plan, requiring a collaboration between the City of Alvin and the Alvin Museum Society. It took over thirty years from its inception for Alvin Historical Museum to become a reality. It is hoped that the idea for this project will be considered, as was the Museum, a viable option for enhancing our community.

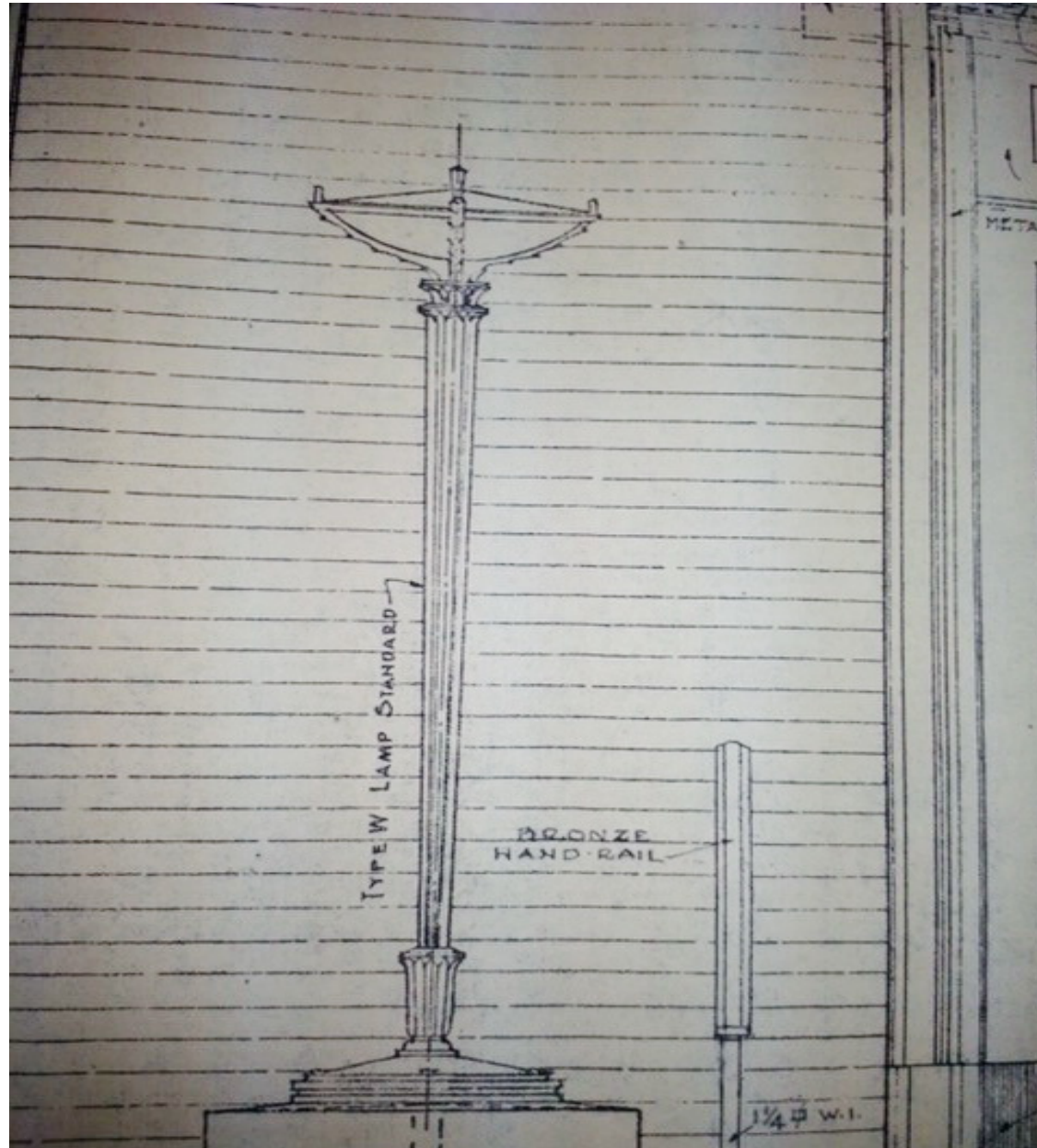
Alvin Museum Society
PRELIMINARY PROPOSAL FOR FUTURE PROJECT



Alvin Museum Society
PRELIMINARY PROPOSAL FOR FUTURE PROJECT



Alvin Museum Society
PRELIMINARY PROPOSAL FOR FUTURE PROJECT



This architectural drawing illustrates the construction of a weather vane assembly. The main side elevation on the left shows a vertical structure with a central weather vane. Key components and dimensions include:

- Weather Vane:** A 1" NIP OD (Nominal Outside Diameter) vane mounted on a C.I. SQ. FINIAL (Cast Iron Square Finial) cast to the top of the weather vane.
- Roofing and Flashing:** The assembly is topped with a LEAD WASHER and COPPER COVERED material. Below this is a 2x4 SOLID BRIDGING.
- Structure:** The main body is constructed with COPPER LOUVER and COPPER INJECT (likely copper injection or a similar material). It features a 1/4" PLATE GLASS, POLISHED INSIDE and RIPPLED OUTSIDE.
- Dimensions:** The total height is 3'2". The main body is 1'11" wide. The base is 6'3" high. The bottom section is 1'10" high.
- Base and Foundation:** The base is labeled 'D' and includes a METAL COVERED SCUTTLE DETACHMENT. The foundation is 2'10" wide and 2'4" high. The base is supported by a 158" O.D. STAND STEEL PIPE.
- Roofing Details:** The roof is labeled 'METAL ROOF' and includes METAL FLASHING TO FORM GUTTER, COPPER COVERED, 7/8" SHEATHING, 1" METAL DRAIN, INSULATION, and METAL ROOF SHEATHING.
- Plan Views:** Two plan views are shown on the right: 'ONE HALF PLAN "B"' and 'ONE HALF PLAN "A"'. They show the layout of the structure, including the METAL COVERED SCUTTLE DETACHMENT and METAL GUTTER.

Alvin Museum Society
PRELIMINARY PROPOSAL FOR FUTURE PROJECT

Local Area Site Housing Rodeo Memorabilia

Rational:

Exhibit Committee research into adding a rodeo section to the current Alvin sports exhibit revealed that there is active interest in the history of this sport not only in Alvin, but also in surrounding communities. The volume of available material and artifacts that could be developed into this exhibit exceeds the possible available space to install such in the current facility.

Ideally, this could be developed into a stand-alone museum dedicated to the history of rodeoing, several of which are located around the country, and North and West Texas, but none in this area.

Concept:

Create a steering committee of interested people in Alvin and the surrounding communities to develop a comprehensive plan for this project.

Search for an existing suitable location – Seek possible funding options

Material to be used in the facilities exhibits gathered from former and current performers

Contact people who are willing to donate artifacts (many already identified) and document commitments to do so

When established the facility would be governed by a Board separate from the Alvin Museum Society.

Possible Exhibit Items

Photographs of rodeo events and participants -Alvin held an annual 4th of July parade and rodeo from the early 1900s (informal competition) to 1960s (in arena)

Trophies and Belt buckles

Saddles

A clown car

Original clown bull fighting costumes

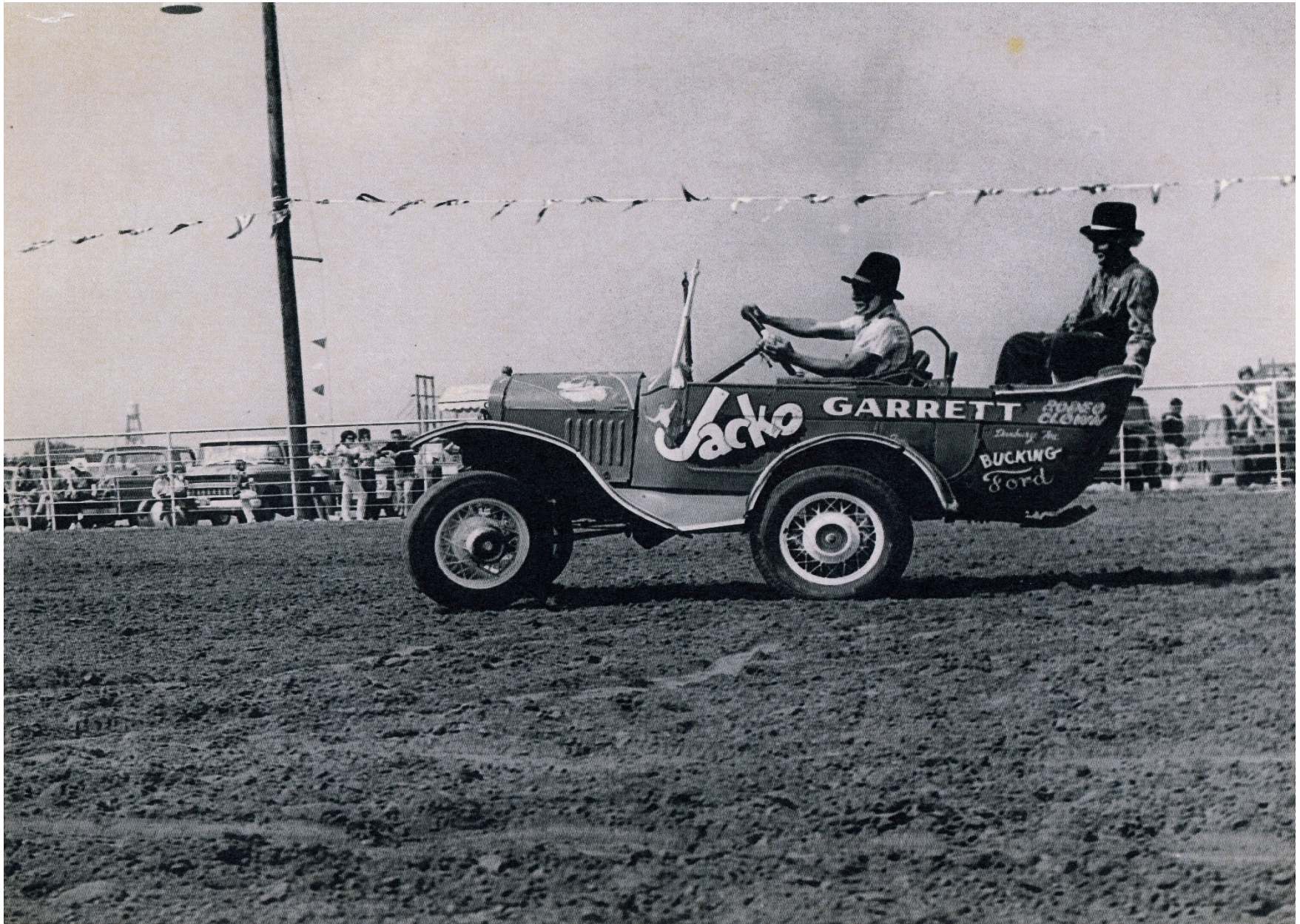
Alvin Museum Society
PRELIMINARY PROPOSAL FOR FUTURE PROJECT

Bucking horse display

Clown barrel used in arena with clown and bull

Noted rodeo performers from this area: Pop Crainer, Allen Booth, Tony Crainer, Bubby Goudeau and John “Jacko” Garrett

Alvin Museum Society
PRELIMINARY PROPOSAL FOR FUTURE PROJECT



Alvin Museum Society
PRELIMINARY PROPOSAL FOR FUTURE PROJECT



Alvin Museum Society
PRELIMINARY PROPOSAL FOR FUTURE PROJECT

MISC

Alvin Museum Society
PRELIMINARY PROPOSAL FOR FUTURE PROJECT



Alvin Museum Society
PRELIMINARY PROPOSAL FOR FUTURE PROJECT



**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL REGULAR MEETING
THURSDAY, SEPTEMBER 21, 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, 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; Ron Schmitz, Director of Emergency Services, and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Adame gave the invocation. Mayor Adame's daughters, Melissa and Avery, led the Pledge of Allegiance to the American Flag and the Pledge to the Texas Flag.

PRESENTATION

Proclamation - declaring Thursday, October 5, 2023 as World Teacher's Day.

Mayor Adame proclaimed October 5, 2023, as World Teacher's Day and formally issued the proclamation to Ms. Nelson, Alvin independent School District Superintendent.

Proclamation - declaring Friday, September 22, 2023 as Cooper Williams Day.

Mayor Adame proclaimed September 22, 2023, as Cooper Williams Day and formally issued the proclamation to Mr. Williams. Mr. Williams was accompanied by his family.

PUBLIC COMMENT

Gary Moore presented comments regarding the upcoming Veterans Day Walk to fundraise for Camp Hope and other organizations that support mental health for Veterans.

CONSENT AGENDA

Consider approval of the September 7, 2023, City Council meeting minutes.

Consider Ordinance 23-Y, repealing the Code of Ordinances of the City of Alvin, Texas, Chapter 15 – Offenses and Miscellaneous Provisions, Article IV. – Curfew Hours for Juveniles, Sections 15-61 through 15-65; repealing Ordinance Numbers 94-BBB, 98-XX, 01-LL, 07-P, 10-C, 16-I, and 19-N, in response to House Bill 1819, effective September 1, 2023; providing for severability; and providing for other matters related thereto.

During the last legislative session, the State of Texas passed HB 1819 which amends Chapter 370 of the Local Government Code by adding Section 370.007 - Juvenile Curfews Prohibited. Section 370.007 reads:

Sec. 370.007. JUVENILE CURFEWS PROHIBITED.

(a) Notwithstanding any other law, a political subdivision may not adopt or enforce an order, ordinance, or other measure that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age.

(b) This section does not apply to a curfew implemented under Chapter 418, Government Code, for purposes of emergency management.

Therefore, it is recommended the juvenile curfew found in the Alvin Code of Ordinances, Article IV. Curfew Hours for Juveniles, Sections 15-61 through 15-65, be repealed from the Code of Ordinances, and that Ordinance Numbers 94-BBB, 98-XX, 01-LL, 07-P, 10-C, 16-I, and 19-N, setting the juvenile curfews, likewise be repealed.

Consider authorizing the expenditure of American Rescue Plan Act (ARPA) funds for the purchase of three (3) LifePak 15 Monitors/Defibrillators from Stryker Medical through the sole source procurement method, in an amount not to exceed \$120,687.44.

The ARPA is a \$1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law on March 11, 2021. Of the \$1.9 trillion, the City of Alvin was allocated approximately \$6.6 million. Several public meetings were held to discuss and consider various projects that could be funded using the funds allocated to the City of Alvin. The purchase of the Monitor/Defibrillators were identified as a viable project and funds were appropriated by City Council on March 17, 2022 (per Ordinance 22-V). Upon approval of Ordinance 22-V, staff indicated that before funds were expended, final authorization would come before City Council for approval. The E.M.S. Department is requesting to purchase three (3) LifePak 15 Monitor/Defibrillators using American Rescue Plan Act (ARPA) funds and procure the equipment through the sole source procurement method. Monitor/Defibrillators are a key component of providing advanced medical care in the pre-hospital environment. These devices are standard equipment on all ambulances and all paramedics to evaluate and monitor a patients EKG and Cardiac Function, Blood Pressure, Oxygen Saturation and Automatic Defibrillation.

Consider authorizing the expenditure of American Rescue Plan Act (ARPA) funds for the purchase of one (1) new ambulance module from Frazer, Ltd. through the Houston-Galveston Area Council Cooperative Purchasing Program, in amount not to exceed \$204,300.00.

The ARPA is a \$1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law on March 11, 2021. Of the \$1.9 trillion, the City of Alvin was allocated approximately \$6.6 million. Several public meetings were held to discuss and consider various projects that could be funded using the funds allocated to the City of Alvin. The purchase of the of an additional ambulance was identified as a viable project and funds were appropriated by City Council on March 17, 2022 (per Ordinance 22-V). Upon approval of Ordinance 22-V, staff indicated that before funds were expended, final authorization would come before City Council for approval. The E.M.S. Department is requesting a new ambulance module using American Rescue Plan Act (ARPA) funds to procure the equipment through the H-GAC Cooperative Purchasing program.

Consider the purchase of one new ambulance module, replacing Unit #845, out of the City's Vehicle Replacement Program, from Frazer, Ltd. through the Houston-Galveston Area Council Cooperative Purchasing Program, in a total amount not to exceed \$204,300.00.

Ambulance Unit#845 was a 2016 Chevrolet 3500 damaged in an accident in January 2023 that resulted in a total loss. This unit was due to be replaced in FY 23/24 and had 219,000 miles at the time of the accident. The City received \$31,150.00 from TML insurance. This purchase is for the replacement of the ambulance module and attachment to a separately purchased chassis (F450).

Consider Resolution 23-R-31, nominating Tommy King for a position on the Board of Directors of the Brazoria County Appraisal District.

This Resolution is to nominate a candidate(s) to serve on the Brazoria County Appraisal District (BCAD) Board of Directors. Cities, school districts, and counties may nominate one or more persons to serve on the Board. The Board is composed of five members who serve two-year terms, all of which expire December 31, 2023. In December, City Council will cast votes for various nominees by resolution. The Chief Appraiser will then count the votes, declare the results, and notify the five candidates who received the largest vote totals before December 31, 2023. In 2015, 2017, 2019, and 2021, the City of Alvin nominated and cast their votes for Mr. Tommy King. Staff reached out to Mr. King, who currently serves as the BCAD chair, and expressed his willingness to continue servicing the community in this capacity. He thanked the Mayor and Council for their past support. Alvin ISD will also be nominating him to maintain his service on the BCAD Board. Staff recommends approval of Resolution 23-R-31.

Consider accepting the resignation of Keith Thompson from the Alvin Senior Citizen Board.

The City Secretary's Office received a letter from Keith Thompson on September 11, 2023, resigning from the Senior Board for his term ending on December 31, 2024. This agenda item is the formal acceptance of his resignation. Mr. Thompson has served on the board since December 1, 2022. City Council will consider an appointment to fill this vacancy at a future meeting.

Consider Resolution 23-R-32, establishing a Board and Commission Handbook, and providing for other related matters thereto.

Resolution 23-R-32 formally adopts the Board & Commission Handbook. All the procedures for boards and commissions as discussed at the last meeting have been incorporated into the handbook. Specifics include:

- *City Council will conduct a workshop to hold interviews for all board and commission applicants on a night other than the normally scheduled city council meeting.*
- *Applicants are asked to attend a scheduled interview and also attend the December meeting when board and commission appointments are made.*
- *Term limits are written into the policy so that a board or commission member shall not serve more than three (3) consecutive terms on a single board or commission without sitting out a full term.*

This document, once approved, will be sent out to all board and commission members and will also be placed on the city's website.

The following proposals, derived from the September 7, 2023 City Council meeting will be provided to the Charter Review Commission regarding the Planning Commission and the Parks Board:

- *Each a 7 member board*
- *Implementing term limits (3 consecutive terms)*
- *keep the following requirement consistent across all boards/commissions: members must be a registered voter, and a resident of the city for at least 6 months prior to appointment.*

Staff recommends approval of Resolution 23-R-32.

Consider Ordinance 23-AA, amending Chapter 2, Administration, Article I - In General, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending the appointments and introducing term limits on the Alvin Senior Citizens Board; providing for severability; and setting forth other provisions related thereto.

This ordinance is amending Chapter 2 Administration - Article - 1 - Section 2-20.3 Senior citizens board stemming from the board and commission discussion had with council and staff at the September 7, 2023 council meeting.

The changes to this ordinance are as follows:

- *adding language to implement term limits, allowing members to serve a maximum of three consecutive two-year terms, abstaining from service on this board for one term (equivalent to two years) before being eligible to reapply. Said term limits will commence with December 2023 appointments moving forward.*
- *Removing outdated language*
- *Adding in additional language that absences from 3 consecutive meetings without excuse makes a member subject to dismissal. This provision is included in the criteria for other boards and commissions, ensuring that the board requirements align with those of all other boards and commissions, as previously discussed. Please note that this board does not impose residency requirements, given that the Alvin Senior Center serves the broader community beyond the city boundaries of Alvin. This ordinance amendment has no impact on this aspect.*

Staff recommends approval of Ordinance 23-AA.

Consider the cancellation of the October 5, 2023, City Council meeting.

A majority of the members of City Council will be attending the Texas Municipal League Annual Conference in Dallas and will not be able to attend the meeting scheduled for October 5, 2023.

Item I, Ordinance 23-AA regarding amending the appointments and introducing term limits to the Alvin Senior Citizens Board was removed from the Consent Agenda by Council member Vaughn.

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

OTHER BUSINESS

Item removed from the consent agenda by Council member Vaughn: Consider Ordinance 23-AA, amending Chapter 2, Administration, Article I - In General, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending the appointments and introducing term limits on the Alvin Senior Citizens Board; providing for severability; and setting forth other provisions related thereto.

This item removed from the Consent Agenda by Council member Vaughn. Council member Vaughn stated he wanted it explained that this is not the only Board that will be amended to have term limits. The Senior Citizen Board was created by Ordinance and can only be changed by an Ordinance, the other boards and commissions are dictated by the City Charter and thus can only be changed by a Charter amendment.

Council member Vaughn moved to approve Ordinance 23-AA, amending Chapter 2, Administration, Article I - In General, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending the appointments and introducing term limits on the Alvin Senior Citizens Board; providing for severability; and setting forth other provisions related thereto. Seconded by Council member Starkey; motion carried with all members present voting Aye.

Consider the approval of the annual windstorm and hail coverage renewal for Fiscal Year 2024; and authorize the City Manager to sign the Proposal Acceptance Form and the Windstorm Quote.

Summary: *Windstorm insurance is property and casualty insurance that specifically covers loss due to damage by high winds: i.e., hurricanes and hail damage. The City's general property and liability insurance provider, Texas Municipal League –*

Intergovernmental Risk Pool), does not offer windstorm and hail coverage to coastal counties. The City of Alvin is located in Brazoria County, which is a coastal county. The City's current underwriting manager in placing windstorm coverage is Victor Insurance Managers, Inc (VIM). The current (annual) windstorm policy for FY23 expires October 1, 2023, and the City's total scheduled assets to cover is \$64,582,277.

Victor Insurance Managers, Inc. canvassed the open marketplace and initially approached 27 different carriers on behalf of the City of Alvin. Each carrier modeled and reviewed multiple layers (i.e., primary, buffers, and excess), as well as various terms (deductibles, extensions of coverage, etc.) in an attempt to yield the most competitive placement available. As a reminder, the Texas Windstorm Insurance Association (TWIA) does not cover properties that do not already have WPI8 wind certifications and if there is a quote in the open market. The City of Alvin has therefore been obtaining insurance through private carriers in the open market.

The initial quote (Option 1) only provided \$5,000,000 of 'certain' asset coverage in the amount \$452,908.77. The deductible also increased from \$100,000 to \$250,000. During this process, VIM also notified staff that the Texas Windstorm Insurance Association (TWIA) will cover items that open market insurance carriers will not cover. The total amount of this added TWIA coverage is \$8,568,000 in property value at a total cost of \$89,832. As a result, the total FY24 cost for Option 1 is **\$542,740.77**.

As in FY23, staff asked VIM to obtain excess coverage quotes for the value coverage difference. In FY23, the City added \$20,000,000 in additional coverage at a cost of \$255,915.84. This resulted in a total premium of \$595,846.61 for \$25,000,000 in total asset coverage. For FY24, this excess coverage quote has not been received as of the date of writing this agenda item.

A second quote (Option 2) was later received from Compo/Navigators/Axis, also covering \$5,000,000 in property assets, at a total price of **\$539,445.66** with a deductible of \$250,000. However, this quote will cover all assets, less the deductible. Since this policy will cover all assets, the added TWIA coverage is not available. As noted above, the added excess coverage quotes have not been received as of the writing of this agenda item.

There are two final comments regarding the policy. The first is the excess coverage timing and the expected cost of the quote. VIM has advised staff that the excess coverage quotes are usually good for 5 days from the date of receipt. Depending on the timing and cost for the added coverage quotes, a special council meeting date may be needed to add the excess coverage. The other comment is the policy coverage period. In FY23, staff had been in contact with VIM regarding changing the renewal period to a more suitable time period such as May-April. This would allow the quotes to be obtained in April when there is more inventory, or capacity, of available insurance policies, and when the quote process is not during the prime season for hurricanes. VIM has since advised staff that changing the policy coverage period is very costly and insurance carriers are not allowing the change of policy periods. The other option was to request quotes for a shorter-term policy such as October-April, and then to reset the policy period to a new 12-month policy period from May-April. VIM has advised staff that insurance carriers are not offering a short-term policy. To combat this issue, staff has asked for VIM to research the option to obtain a secondary policy where certain high-end or more costly properties are transferred over to a new policy with a May-April coverage period and possibly at a lower premium. These items are still up for discussion at the time of writing this agenda item.

Windstorm & Hail Coverage Options (Oct 1, 2023 – Sept 30, 2024)

Option #	Carriers	Total Limit	Deductible	Premium
1	Ventus TWIA	\$5,000,000 <u>\$8,568,000</u> \$13,568,000	5% Named Storm/ \$250,000 per occurrence Hail/Wind \$250,000	\$452,908.77 <u>\$89,832.00</u> \$542,740.77
2	Compo (50%) Navigators (25%) Axis (25%)	\$5,000,000	5% Named Storm/ \$250,000 per occurrence Hail/Wind \$250,000	\$539,445.66

Staff is recommending Option #1, which covers assets of \$13,568,000, less the deductible, Ventus/TWIA for a total cost of **\$542,740.77**, with the notation that the excess coverage policy quotes may be provided to City Council at a later date and the possibility of amending the policy in FY24 based upon the additional criteria mentioned above.

Michael Higgins, Director of Administrative Services, presented this item before City Council with explanation. Discussion was had on the options for coverage and the timeline related to each one. A representative from Victor Insurance Managers, Inc (VIM) was present to discuss and answer questions. She stated that she was still waiting a few other quotes. Council and staff discussed holding a special meeting next week to wait for additional quotes to come in before a decision is rendered.

Council member Starkey moved to table the annual windstorm and hail coverage renewal for Fiscal Year 2024 with Ventus/TWIA for a total cost of \$542,740.77 to a Special Council Meeting to be held on Monday, September 25, 2023 at 6:00 p.m. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Consider Resolution 23-R-30, revising the Athletic Facilities Policy for the use of parks and recreational facilities; establishing an effective date; and setting forth other matters related thereto.

The Athletic Facilities Policy is designed to ensure all City facilities are utilized in a safe and efficient manner. The policy provides priority use of athletic facilities for those associations requiring perpetual use and who provide recreational service(s) or to meet a community need. Recommended changes to this policy occur as necessary and are the result of collaborative efforts between the Alvin Sport Associations (ASA), the Parks and Recreation Board, and Parks Department staff. Changes to this policy were previously approved by City Council on June 16, 2022, by Resolution 22-R-15.

On August 22, 2023, the Parks Department hosted a meeting with Alvin Sport Associations to gather suggestions and feedback on proposed changes to the Athletic Facility Policy. On September 5, 2023, at a regular Parks Board meeting, the Board recommended and unanimously approved the changes to the Athletic Facilities Policy.

PROPOSED CHANGES	REASON
<i>Eliminate Alvin Sport Associations listed within the policy</i>	<i>Create an addendum to the policy reviewed and adopted annually listing the Alvin Sport Associations</i>
<i>Require non-association athletic field requests no more than two weeks in advance</i>	<i>Prevent future scheduling conflict with Alvin Sport Association field use</i>
<i>Utilize Event Application for large scale tournaments</i>	<i>Utilize existing application to assist with preparation</i>
<i>MUSCO Lighting usage (Lions & Pearson Park)</i>	<i>Allow self service for sport field light schedule changes by Alvin Sport Associations</i>
<i>Subleasing athletic fields will be strictly prohibited effective 9/15/2024</i>	<i>Require control of all field scheduling/usage thru the Parks Department, provide 1 year effective date for affected Alvin sport associations</i>
<i>Remove Non Alvin Sport Association Application from within the policy</i>	<i>Application will be hosted online thru Civic Rec (City's registration & reservation platform)</i>

Staff recommends approval of Resolution 23-R-30.

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

Council member Garivey moved to approve Resolution 23-R-30, revising the Athletic Facilities Policy for use of parks and recreational facilities; establishing an effective date; and setting forth other matters related thereto. Seconded by Council member Starkey; motion carried with all members present voting Aye.

Consider Ordinance 23-Z, amending Chapter 28, Comprehensive Fee Ordinance, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending Athletic Facilities fees; providing for an effective date; and setting forth other provisions related thereto.

This Ordinance adopts the fee change into Chapter 28, Comprehensive Fee Ordinance of the Alvin code of Ordinances related to the use of Athletic Facilities. All fees charged by the City must be included within Chapter 28. Resolution 23-R-30, updating the Athletic Facilities, was passed on a previous agenda item. The fee amendment as presented and adopted in said resolution has been included in Ordinance 23-Z as outlined below:

Athletic Facilities Policy

**** Athletic facilities (non-association groups):***

- Night use, per hour per field (lighted fields) -- increase rate from \$60 to \$70***

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

Council member Garivey moved to approve Ordinance 23-Z, amending Chapter 28 Comprehensive Fee Ordinance, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending Athletic Facilities fees; providing for an effective date; and setting forth other provisions related thereto. Seconded by Council member Starkey; motion carried with all members present voting Aye.

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

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

REPORTS FROM THE CITY MANAGER

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

Mr. Junru Roland announced items of community interest.

ITEMS OF COMMUNITY INTEREST

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

Council member Starkey extended congratulations to the Alvin Museum Society for their hard work on the Hispanic Heritage Festival.

Council member Garvey mentioned the Smoke Eaters Challenge and 5k at the National Oak Park taking place this Saturday, September 23, 2023.

Mayor Adame reminded everyone of the Oktoberfest which is taking place October 7th, including a dunking booth at the Alvin Lutheran Church.

ADJOURNMENT

Mayor Adame adjourned the meeting at 7:49 p.m.

PASSED and APPROVED October 19th, 2023.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL SPECIAL MEETING
MONDAY, SEPTEMBER 25, 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 a Special Session at 6:00 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, 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.

OTHER BUSINESS

Consider the approval of the annual windstorm and hail coverage renewal for Fiscal Year 2024; and authorize the City Manager to sign the Proposal Acceptance Form and the Windstorm Quote.

Michael Higgins, Director of Administrative Services and Victor Oschimar, Insurance representative, presented this item before City Council with explanation. They briefly explained the coverage and rates for the City's Windstorm policy set to take effect October 1, 2023.

Council member Garivey moved to approve the Annual Windstorm and Hail coverage renewal for Fiscal Year 2024 for a total cost of \$938,204.73; and authorize the City Manager to sign the Proposal Acceptance Form and the Windstorm Quote; Seconded by Council member Vaughn; motion carried with all members present voting Aye.

ADJOURNMENT

Mayor Adame adjourned the meeting at 6:03 p.m.

PASSED and APPROVED the 19th of October, 2023.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 10/19/2023

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider an Engineering Services Agreement with Adico Consulting Engineers, LLC., in an amount not to exceed \$664,000 for engineering design services for the 2024 Concrete Pavement and Drainage Project - Hood Street; and authorize the City Manager to sign the agreement upon legal review.

Type of Item: Contract/Agreement

Summary: The FY 2023-24 Concrete Pavement and Drainage Project consists of the removal and replacement of all concrete pavement, curb and gutters, storm sewer inlets, and driveway approaches along Hood Street from Sealy Street to South Street.

The Engineering Services Agreement being considered will provide a topographic survey, condition assessment of the storm and sanitary sewer systems, geotechnical study, preliminary and final engineering design, bid phase services, construction phases services and complete plan set with bid package for this important roadway infrastructure Capital Improvement Plan (CIP) project. It is proposed that design services culminating in a final bid package will be complete and ready to bid in May 2024.

Funding will come from the Sales Tax Street Improvement Fund.

Staff recommends approval of this Agreement.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐

Budgeted Item: Yes ☒ No ☐ N/A ☐

Funding Account: 312-5501-00-9031 **Amount:** \$664,000

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 08/09/2023 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: 08/11/2023 MH

Supporting documents attached:

1. Adico Proposal Hood Street Road Improvements
-

Recommendation: Move to approve an Engineering Services Agreement with Adico Consulting Engineers, LLC., in an amount not to exceed \$664,000 for engineering design services for the 2024 Concrete Pavement and Drainage Project – Hood Street; and authorize the City Manager to sign the Agreement upon legal review.

Reviewed by Department Head, if applicable: ☒

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☒

Reviewed by City Manager, if applicable: ☒

October 19, 2023

Ms. Michelle Segovia, P.E.
City Engineer
City of Alvin
1100 West Highway 6
Alvin, TX 77511

**RE: Proposal for Professional Engineering services for the City of Alvin
2024 Concrete Pavement and Drainage Project Hood Street**

Dear Ms. Segovia:

In accordance with your request, Adico, LLC ("ADICO") is pleased to present this proposal to provide Professional Engineering Services for the above referenced project.

PROJECT DESCRIPTION:

It is our understanding that the City of Alvin ("City") desires to remove and replace the concrete pavement along Hood Street from Sealy to South Street near downtown Alvin. The estimated length of the roadway is approximately 5,300 linear feet.

Based on our meeting with the City, the proposed improvements will include the following:

1. Provide Topographic survey for the project area.
2. Provide condition assessment of existing sanitary sewer and storm by TV inspection (approximately 7,500 LF).
3. Research and determine existing conditions and locations of waterline based on best available data.
4. Remove and replace approximately 5,300 LF of 7" concrete pavement with concrete curbs and gutter. The existing subgrade shall be stabilized with a minimum depth per City Specification.
5. Replace driveway aprons to the right of way line and provide or improve sidewalks where it currently exists.
6. Provide pavement markings/stripping plan for bike lanes where exists, crosswalks, signages, etc.
7. Provide storm water pollution protection plan.
8. Provide traffic control plans to be bid and constructed in three phases.
9. Improvements of drainage features, including but not limited to storm sewers, inlets, manholes, etc.
10. Adjustments of water distribution system, sanitary sewer collection system, storm sewer system as required including but not limited to gate valves, manholes, fire hydrants, signage, etc.

SCOPE OF SERVICES:

Based on our understanding, ADICO proposes to provide professional engineering services as set forth in this Agreement. Our scope of services is defined as follows:

1. Investigative Phase

1.1. Topographic Surveying Services

Provide Topographic Survey of all underground and surface features for civil design and certified by a Registered Professional Land Surveyor in Texas based on a 50' grid. We will provide the topographic survey in cad format for use during the planning and design phase of the project. We will request any existing survey information from the Owner before starting work to ensure the tract boundary and all property lines are as accurate as possible.

Survey shall include section of roadways for the ROW and extending out 15' on each side.

1.2. TV Inspection and Condition Assessment

Provide TV Inspection and Assessment of existing sanitary sewer and storm sewer.

1.3. Dry Utility locates

Coordinate and research dry utilities within the propose construction area.

2. **Construction Documents:** Prepare construction documents and details for the roadway improvements, drainage improvements, sanitary sewer improvements, water distribution improvements (as required), traffic control plan phasing, pedestrian improvements and storm water pollution prevention plan in accordance with TCEQ TPDES General Permit. We will include preliminary construction cost estimate for City review after the plans have been submitted to the agencies for their initial review. Preliminary construction estimate is \$6,000,000.
3. **Coordination and Approvals:** Submit the construction plans to the City of Alvin and Brazoria County Conservation and Reclamation District 3 (if required) for review and approval. We will coordinate with all review agencies to address comments and/or review plans as needed to obtain final approval.
4. **Bidding Phase Services:** Prepare contract bid documents and obtain public competitive bids for the project. Attend the Prebid meeting and assist the City with questions. Prepare bid addendum if required. Review bids, prepare tabulations, and recommend award to the City. Assist the City with contract documents for execution.
5. **Construction Phase Services:** Provide construction phase services to include attending preconstruction meeting, coordinate and assist the City construction observers, assist the City with review of contractor's materials and shop drawings submittals as requested and preparation of change orders. The Project Manager will provide review of contractor pay estimates, coordination of required laboratory testing and communications between Owner and contractor.
6. **Reimbursable:** Reimbursable expenses including reproduction, delivery, advertising for bids and construction observer vehicle trip charges (@ \$25/trip) will be provided for the project at cost. We have estimated \$10,000 for budgeting purposes and will bill reimbursable expenses in addition to the fees indicated below.

Specifically excluded from these services is any reviews of the contractor's means or methods of construction or safety procedures. The means, methods and safety procedures will remain the sole responsibility of the contractor.

COMPENSATION:

Compensation for this assignment shall be in accordance with this letter agreement for Engineering Services executed between the Owner and Adico, LLC. Billing for this assignment will be a monthly invoice based on a total percentage of effort provided. Based on this agreement and the scope of work described above, we recommend that a **Total Professional Services Fee Not to Exceed \$664,000.00** be established.

<u>Item</u>	<u>Description:</u>	<u>Fee Basis</u>	<u>Fee</u>
Civil Engineering Basic Services			
1.	<i>Investigative Phase</i> - Topographic Survey - TV Inspection and Condition Assessment (- Dry Utility Coordination and Research	Lump Sum	\$69,000
2.	<i>Design Phase (Deliverables at 30%, 50% & 90%)</i> Construction Documents and Specifications (6.50% of CC)	Lump Sum	\$390,000
3.	<i>Bidding Phase</i>	Lump Sum	\$15,000
4.	<i>Construction Phase Services (2.5% of CC)</i> - Construction Administrative Services (1.0% of CC) - Construction Representative Services (1.5% of CC)		\$135,000
Subtotal Basic Services			\$609,000
Additional Services			
5.	<i>Geotechnical Services – Pavement borings</i>	Lump Sum	\$15,000
6.	<i>Additional Bid Phase Services (2 @ \$15,000)</i>	Lump Sum	\$30,000
7.	<i>Reimbursables (Budget Only)</i>	Budget	\$10,000

Reimbursable Expenses

Adico, LLC proposes to be compensated for reimbursable expenses as required by the Project duties. These expenses shall include Permit Fees, Travel and Transportation, Postage and Handling, Reproduction & Graphic Expenses. These services shall be billed at the actual cost incurred by Adico, LLC based on the Schedule of Hourly Rates and Reimbursable Expenses. We will itemize the review fees in our monthly invoice statement so that the fees are easily distinguished from the professional services shown above.

Adico, LLC is pleased to submit this proposal and we appreciate the opportunity to provide these services for you. We will consider your acceptance below as our authorization to proceed. Please return one signed copy for our files.

Sincerely,

Adico, LLC
TBPE Firm No. 16423



By: Dinh V. Ho, P.E.,
Principal

10/16/2023

Date

Accepted: _____

Date

By: _____

EXHIBIT 'A'

**ADICO, LLC
SCHEDULE OF HOURLY RATES**

EFFECTIVE JANUARY 2023

<u>DESCRIPTION / TITLE</u>	<u>HOURLY RATES</u>
Principals/PMs	
Principals, Directors	\$235.00
Sr. Project Managers	\$215.00
Project Managers	\$195.00
Project Coordinator	\$125.00
Engineers/Designers	
Engineer I	\$130.00
Engineer II	\$150.00
Sr. Engineer	\$195.00
Designer	\$110.00
Designer II	\$125.00
Cadd Technicians	\$100.00
Construction Management	
Construction Administrator	\$145.00
Construction Project Representative	\$110.00
Administrative Support	
Clerical/Administrative Staff	\$80.00

IN HOUSE REPRODUCTION COSTS (NO MARK-UP INCLUDED):

Xerox	\$ 0.25 per Copy (8 ½" x 11")
Xerox Prints	\$4.00 per Square Foot

Subconsultants and other miscellaneous expenses at cost plus 10%

**EXHIBIT B
AGREEMENT FOR
ENGINEERING SERVICES**

GENERAL TERMS AND CONDITIONS

BILLING

Statements are issued when appropriate and shall be payable to Adico, LLC (ADICO) within 30 days of receipt, unless otherwise agreed. Interest at one percent (1%) per month accruing from the date of statement shall be payable on any amounts not paid within 30 days. All payments thereafter shall be applied first to accrued interest on the fees and reimbursables and then to the principal unpaid amount. Any costs incurred in collecting any of the above amounts, which become delinquent, shall be paid by the CLIENT upon demand, including but not limited to, attorney's fees and the cost of employees' time expended on the collection.

DIRECT PERSONNEL EXPENSE

If the project is performed on the basis of Direct Personnel Expense times a multiplier, Direct Personnel Expense is defined as the direct salaries of the ENGINEER's personnel engaged on the project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, Insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to the compensation for personnel time and include actual expenditures made in the interest of the job, such as those for transportation, living expenses in connection with out-of-town travel, long distance communications, expenses for reproductions (excluding reproductions for use in our office or consultant's offices), expense of postage and handling of drawings, specifications and other documents, expense of any renderings or models, and any similar expenses made in the interest of the job. The above expenses shall be reimbursable at 1.1 times actual cost.

SUSPENSION OR TERMINATION OF SERVICES

If the CLIENT fails to make any payment due ENGINEER on account of its services and expenses within thirty (30) days after the date of the statement, then ENGINEER may, after giving (7) days written notice to the CLIENT, suspend services until all amounts due on services and expenses have been paid in full. Further, ENGINEER shall have the right to withhold all drawings, specifications and other instruments of service as of the date services are suspended. In the event that the CLIENT requests termination of the services prior to completion of a report, ENGINEER reserves the right to complete such investigations and analyses as are necessary to protect its professional reputation, or to complete appropriate records of the services performed to date. A termination charge to cover the cost thereof in an amount not to exceed 10% of all charges incurred up to the date of the stoppage of the services may be made at the discretion of ENGINEER.

LAWS/REGULATIONS

This agreement is to be governed by the law of the state of Texas. The CLIENT and the ENGINEER are each bound to a policy of non-discrimination and equal employment opportunity. The CLIENT and ENGINEER are committed to complying with Executive Order 11246, as amended; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; Section 503 of the Rehabilitation Act of 1973; Section 402 of the Vietnam Era Veterans Readjustment Assistant Act of 1974; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Equal Pay Act of 1963 and any other applicable local, state or federal statutes or regulations.

Prior to initiating litigation against ENGINEER for any alleged claim, based on negligence or other legal theory, the CLIENT agrees to first negotiate in good faith for a period of thirty days, then to mediate the claim under rules of mediation as agreed to at that time.

LIMITS OF LIABILITY

ENGINEER's services, as limited by the CLIENT, are performed with the usual thoroughness and competence of the ENGINEER and engineering professions in Texas. No warranty or other representation, either expressed or implied, is included or intended in ENGINEER's proposals, contracts, reports, designs, and other services including, without limitation, warranties of fitness or merchantability which are hereby disclaimed. In retaining ENGINEER's services, the CLIENT expressly agrees that in all cases, ENGINEER's liability shall be limited solely to its negligent acts, errors or omissions. ENGINEER's liability to the CLIENT for injury or damage to persons or property arising out of services performed for CLIENT and for which legal liability may be found to rest upon ENGINEER, other than for professional errors and omissions, will be limited to recovery from ENGINEER's general liability insurance coverage and shall be limited to the sum of the fee payable to ENGINEER under this Agreement. For any damages resulting from ENGINEER's negligent acts, errors or omissions in rendering professional services, its liability will be limited to the sum of \$50,000.00 or its fee, whichever is less. The CLIENT agrees that in no event will it make a claim against ENGINEER after the expiration of four years from the substantial completion of ENGINEER's services hereunder, or the expiration of two (2) years from the date the CLIENT knew or should have known of said claim, whichever shall first occur. Following such date, all such CLIENT claims, if any, known or unknown, shall be deemed to be and are hereby waived. To the extent that any applicable statute of limitations provides for a shorter period of time, such shorter time period shall control.

In the event the CLIENT makes a claim against ENGINEER at law or otherwise, for any alleged negligent act, error or omission arising out of the performance of its professional services, and the CLIENT fails to prove such claim, then the CLIENT shall pay all costs incurred by ENGINEER in defending itself against said claim, including but not limited to, attorney's fees, experts' fees, consultants' fees, and the cost of employee's time expended on the claim.

In the event of a claim against ENGINEER and its consultants arising out of or in any way related to the negligence or other liability of the CLIENT, the Contractor or any others associated with or related to the CLIENT's project, the CLIENT shall indemnify and hold ENGINEER and its consultants harmless from and against such claim and any associated liability or expense including but not limited to, attorney's fees, experts' fees, consultants' fees, and the costs of employees time expended on the claim.

EXCLUDED SERVICES

ENGINEER has not been retained or compensated for and shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of any Contractor or Subcontractor or any other person performing work, or for any acts or omissions of any of them, or for the failure of any of them to carry out work in accordance with their contract documents.

ADDITIONAL CONSULTANTS

Fees for services of additional consultants to be retained under subcontract to Adico, LLC, when required, and when authorized by the CLIENT, will be billed to the CLIENT at 1.1 times such consultants' net billings to Adico, LLC, unless otherwise agreed.

CONFIDENTIALITY

ENGINEER, its agents, employees, and Consultants shall hold client information, data, and documents (collectively, "the information") that they receive, or to which they have access, in strictest confidence. ENGINEER, its agents, employees and Consultants shall not disclose, disseminate, or use the Information unless the Client authorizes such in writing.

CLIENTSHIP OF DOCUMENTS

All documents field notes and data prepared or obtained by or through ENGINEER and related to the CLIENT's project will be joint property of the ENGINEER and CLIENT and may be transferred to other parties or used for other purposes (e.g., marketing) with written consent from the other party. **Any expense of the documents without written authorization from ENGINEER shall be at the CLIENT's own risk and without liability to ENGINEER.**

TIME LIMIT

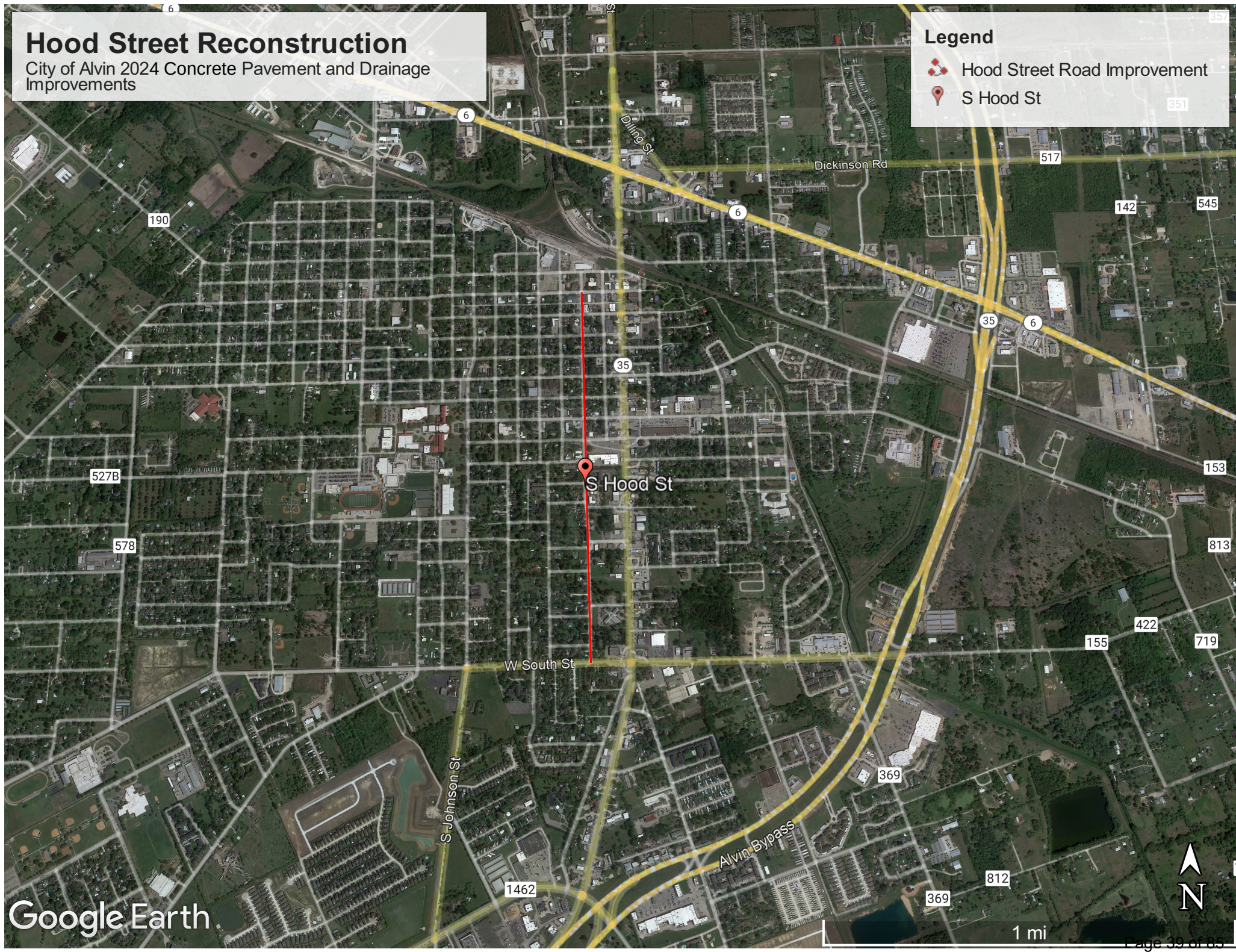
Agreement or proposal is subject to renegotiation if not accepted within 30 days.

Hood Street Reconstruction

City of Alvin 2024 Concrete Pavement and Drainage Improvements

Legend

-  Hood Street Road Improvement
-  S Hood St





AGENDA COMMENTARY

Meeting Date: 10/19/2023

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider an Engineering Services Agreement with Freese and Nichols, Inc. in an amount not to exceed \$145,000 for engineering design services for the 2024 Water Master Plan Update; and authorize the City Manager to sign the agreement upon legal review.

Type of Item: Contract/Agreement

Summary: The Engineering Services Agreement being considered will provide an update to the Water portion of the City's 2015 Utility Master Plan. It is proposed that design services culminating in the 2024 Water Master Plan Report, will be complete in a period of ten months. This study was approved in the FY 2024 budget and will be funded from the Utility Project Fund.

Staff recommends approval of this Agreement.

Funding Expected: Revenue _ Expenditure X N/A _

Budgeted Item: Yes X No _ N/A _

Funding Account: 220-6001-00-4150 **Amount:** \$145,000

1295 Form Required? Yes _ No X

Legal Review Required: N/A _ Required X

Date Completed: 10/12/2023 SLH

Finance Review Required: N/A _ Required X

Date Completed: 10/16/2023 MH

Supporting documents attached:

1. Freese Proposal - 2024 Water Master Plan Update

Recommendation: Move to approve an Engineering Services Agreement with Freese and Nichols, Inc. in an amount not to exceed \$145,000 for engineering design services for the 2024 Water Master Plan Update and authorize the City Manager to sign the Agreement upon legal review.

Reviewed by Department Head, if applicable: X

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: _

Reviewed by City Manager, if applicable: X

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This Agreement is entered into by City of Alvin, TX (City) and Freese and Nichols, Inc. (FNI). In consideration of FNI providing professional services for City and City utilizing these services, the parties hereby agree:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, City agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as the 2024 Water Master Plan Update.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with the Project as set forth in Attachment SC – Scope of Services and Responsibilities of City which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** City agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services under this Agreement for a lump sum fee of \$145,000.00.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the City and FNI.
- V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of Texas. Venue of any legal proceeding involving this Agreement shall be in Tarrant County, Texas.
- VI. **EFFECTIVE DATE:** The effective date of this Agreement is October 19, 2023.

Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the City and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the City and FNI and supersedes all prior written or oral understandings.

This Agreement is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

CITY OF ALVIN

FREESE AND NICHOLS, INC.

By: _____
Name: _____
Title: _____
Date: _____
Attest: _____

By: Richard Weatherly
Name: Richard Weatherly, PE
Title: Vice President
Date: September 28, 2023
Attest: Stephanie Stephenson

SCOPE OF SERVICES AND RESPONSIBILITIES OF CITY

PROJECT UNDERSTANDING

Population Projections: FNI will utilize the development and population projections from the City's 2022 Wastewater Master Plan Update as the basis for projecting water demands in this Study. The projections will be updated to incorporate any additional development identified during calendar year 2023.

Pressure Recorders: FNI will utilize pressure data collected from Alvin's distribution system as part of the hydraulic modeling and system analysis in this study. FNI will furnish the pressure recorders and City staff will assist with their installation on fire hydrants throughout the City.

The WMP tasks are broken down as shown in the following **Table 1:**

Table 1: 2024 Water Master Plan Update Tasks

Task	Basic Services Task Description
2024 Water Master Plan Update	
A	Project Kickoff, Data Collection and Review
B	Water System Field Pressure Testing
C	Water Model Update and Calibration
D	Water Demand Projections
E	Existing and Future Water Distribution System Analysis
F	Water System Capital Improvements Plan and Report

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project, described as: 2024 Water Master Plan Update.

TASK A: PROJECT KICKOFF, DATA COLLECTION AND REVIEW

A1. Project Kickoff Meeting

Conduct a project kickoff meeting with the City to review project scope, goals, project team members and schedule. FNI will provide the City with a data request memorandum identifying data needs. The meeting will include discussion of the following:

- Present and discuss methodology and approach
- Scheduling and project coordination
- Information and data needs from the City

Throughout the project, monthly status updates will be submitted that summarize progress and document upcoming tasks. The monthly status updates will outline any upcoming key decisions which will require input from or discussion with the City.

A2. Initial Data Collection and Review

FNI will coordinate with and compile information from the City, including GIS/CAD files, as-built drawings,

water facility capacities, pump curves and set points, recently completed distribution system improvements, water consumption and production data and operational data.

TASK B: WATER SYSTEM FIELD PRESSURE TESTING

B1. Identify and Map Pressure Testing Locations

FNI will coordinate with City staff to choose locations for temporary field pressure recorders. Any areas of concern for the City, including existing areas of low pressures, will be identified as potential pressure recorder locations.

B2. Conduct Water System Field Pressure Testing

FNI will perform pressure testing that will consist of utilizing up to eight (8) FNI-furnished digital pressure recorders for a one-week time period.

B3. Obtain and Evaluate SCADA Data

FNI will request and evaluate all available hourly SCADA data, including flows and discharge pressures at pump stations and tank levels, for the duration of the field pressure testing period. FNI will also request and evaluate historical SCADA for two weeks of average day and peak summer usage. SCADA data will be utilized for development of diurnal curves and model calibration.

B4. Meeting: Review Water Pressure Field Testing Results

FNI will review the water system field pressure testing results with the City. Graphs of the recorded pressures at each of the pressure recorder locations will be presented.

TASK C: WATER MODEL UPDATE AND CALIBRATION

C1. Update Alvin's Water Distribution System Model

FNI will update the City's InfoWater® hydraulic model utilizing the City's latest GIS database and water facility asset/operational information.

C2. Update Existing Water Demand Allocation

Utilizing the utility water billing data provided by the City, FNI will geocode the locations of existing water customers in GIS. FNI will then allocate existing water demands throughout the service area in the City's water model.

C3. Develop Diurnal Demand Curve

FNI will utilize available SCADA from Alvin and the observed pressure recorder information to develop a diurnal demand curve representing the existing 24-hour usage pattern for the time period from the pressure testing.

C4. Conduct EPS Water Model Calibration

FNI will conduct a 24-hour extended period simulation (EPS) water model calibration by adjusting C-factors, peaking factors, diurnal demand curves, and demand distribution until modeling results match the field pressure measurements and pump/tank operation. FNI will provide comparison graphs and mapping to document model calibration results.

TASK D: WATER DEMAND PROJECTIONS

D1. Development and Population Projections

FNI will utilize the development and population projections from the City's *2022 Wastewater Master Plan Update* as the basis for projecting water demands in this Study. The projections will be updated to incorporate any additional development identified during calendar year 2023.

D2. Develop Water Demand Projections

Historical demand data will be analyzed to select a per-capita residential water demand and a non-residential water demand for future demand projections. Utilizing selected design criteria and land use assumptions, FNI will develop projected average day, maximum day, and peak hour demands for the 5-year, 10-year, and 20-Year planning periods.

D3. Meeting: Review Calibration Results and Population/Demand Projections

FNI will meet with the City to review the results of the hydraulic model calibration. FNI will prepare graphs showing a comparison of water pressure testing results and SCADA data vs. model pressure results for water model calibration. The land use assumptions, population and water demand projections will also be presented and discussed. FNI will solicit comments from City staff and make revisions as necessary.

TASK E: EXISTING AND FUTURE WATER DISTRIBUTION SYSTEM ANALYSES

E1. Perform Maximum Day EPS Water Modeling

FNI will utilize water production and SCADA data from typical maximum day demand system operation to develop an existing and future system maximum day EPS simulation. This scenario will include the peak hour demand condition. FNI will conduct EPS modeling of the existing and future water system for maximum day operating conditions to evaluate tank cycling, system pressures, and deficiencies within the existing water system. FNI will prepare graphs that document system operations and mapping to document system pressures.

E2. Conduct Fire Flow Analyses

FNI will utilize the calibrated water system model to conduct fire flow analyses under existing and future maximum day demands to identify areas with less than adequate fire flow capacity. A minimum fire flow of 1,000 gpm will be used for analysis. The City will provide fire flow requirements for customers with required fire flows greater than 1,000 gpm, where available. Mapping of available fire flows will be overlaid on the existing water system.

E3. Evaluate Compliance with TCEQ Capacity Requirements

FNI will evaluate the system for compliance with the TCEQ Chapter 290 water system capacity requirements. FNI will analyze well production capacity, pumping capacity, elevated storage capacity, and total storage capacity to determine if any deficiencies exist.

E4. Meeting: Review Distribution System Analyses

FNI will meet with the City to present and discuss results of the water system analyses. Mapping will be prepared showing the results of the distribution system analyses with the projected growth on the existing system.

TASK F: WATER SYSTEM CAPITAL IMPROVEMENTS PLAN AND REPORT

F1. Develop Distribution System Improvements for Each Planning Period

FNI will utilize the results of the existing and future EPS model analyses to develop improvements for water system transmission, elevated and ground storage, and pumping facilities needed to serve the projected 20-year water demands. Improvements needed to correct existing deficiencies will also be included.

F2. Develop Draft 2024 Water Capital Improvements Plan (CIP)

FNI will develop a draft water capital improvements plan (CIP) consisting of project descriptions, prioritization, justification, phasing, and opinions of probable construction costs (OPCCs) for each proposed project in year 2024 dollars including engineering and contingencies. Large scale citywide maps will be produced showing the proposed 5-year, 10-year and 20-year CIP projects.

Note: This scope assumes that any required additional future water supply for the City of Alvin would be achieved through groundwater wells.

F3. Meeting: Review Draft 2024 Water CIP

FNI will meet with the City to discuss the draft water CIP development. Comments will be solicited and addressed.

F4. Prepare Draft 2024 Water Master Plan Report

FNI will develop a draft Water Master Plan Report documenting the anticipated development, population and water demand projections, hydraulic water model update and calibration, distribution system analyses and results, and CIP project development and recommendations from this study. An electronic PDF version of the Draft Water Master Plan Report will be submitted to City staff for review.

F5. Meeting: Review Draft 2024 Water Master Plan Report

FNI will meet with the City to discuss the draft 2024 water master plan report. Comments will be solicited and addressed.

F6. City Council Presentation on the 2024 Water Master Plan

FNI will prepare a presentation on the 2024 water master plan recommendations and present to City Council. Prior to the council presentation, FNI will provide the draft presentation to City staff for review and incorporate any staff comments.

F7. Finalize Master Plan Report

FNI will incorporate City comments and submit a PDF of the Final 2024 Water Master Plan Update Report.

Summary of Deliverables

- Draft 2024 Water Master Plan Report
- Final 2024 Water Master Plan Report

Summary of Meetings and Presentations

- Project Kickoff Meeting
- Review Water Pressure Field Testing Results
- Review Calibration Results and Population/Demand Projections
- Review Distribution System Analyses
- Review Draft 2024 Water CIP

- Review Draft 2024 Water Master Plan Report
- City Council Presentation on the 2024 Water Master Plan

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project: N/A

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by City, are described as follows:

1. Water Supply Analysis
2. Development of infrastructure improvements related to water supplies other than groundwater

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in:

- Draft 2024 Water Master Plan Report: 270 days after NTP
- Final 2024 Water Master Plan Report: 15 days after receiving City comments

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE V

RESPONSIBILITIES OF CITY: City shall perform the following in a timely manner so as not to delay the services of FNI:

- A. City recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. FNI will not be responsible for any change order costs due to unforeseen site conditions, changes made by or due to the City or Contractor, or any change order costs not caused by the negligent errors or omissions of FNI. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for change order costs. It is recommended that the City budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.
- B. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to FNI's services for the Project.

- C. Provide all criteria and full information as to City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which City will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. City shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. City shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by City.
- I. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as City may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as City may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as City may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- J. Give prompt written notice to FNI whenever City observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- K. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.
- L. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and City designate the following representatives:

City's Designated Representative – Michelle Segovia, PE, CFM
1100 W. Highway 6
Alvin, TX 77511
(281) 388-4341
msegovia@cityofalvin.com

City's Accounting Representative – Michael Higgins
216 W. Sealy Street
Alvin, TX 77512
(281) 388-4216
mhiggins@cityofalvin.com

FNI's Designated Representative – Kendall Ryan, PE
11200 Broadway St., Suite 2320
Pearland, TX 77584
832-456-4732
Kendall.ryan@freese.com

FNI's Accounting Representative – Jennifer Shaw
10497 Town and Country Way, Suite 500
Houston, TX 77024
832-303-7446
Jennifer.shaw@freese.com

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) City refers to the party named as such in the Agreement between the City and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **INFORMATION FURNISHED BY CITY:** City will assist FNI by placing at FNI's disposal all available information pertinent to the project, including previous reports and any other data relative to design or construction of the project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by City. To the fullest extent permitted by law, City agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to City, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by City to FNI that FNI may reasonably discover in its review and inspection thereof.
3. **STANDARD OF CARE:** FNI will perform all professional services under this Agreement with the professional skill and care ordinarily provided by competent members of the subject profession practicing under the same or similar circumstances and professional license as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the subject profession. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.
4. **INSURANCE:** FNI shall provide City with certificates of insurance with the following minimum coverage:

<u>Commercial General Liability</u> \$2,000,000 General Aggregate <u>Automobile Liability (Any Auto)</u> \$1,000,000 Combined Single Limit	<u>Workers' Compensation</u> As required by Statute <u>Professional Liability</u> \$3,000,000 Annual Aggregate
---	---
5. **CHANGES:** City, without invalidating the Agreement, may order changes within the general scope of Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by City. However, when such changes differ from prior comments, directions, instructions, or approvals given by City or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.
6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to

determine what materials, equipment, component systems, and types of construction are to be included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the City's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for Services shall be due and payable upon submission of a statement for Services to City and in acceptance of Services as satisfactory by City. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon the Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If City fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to City, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

If FNI's Services are delayed or suspended by City or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of Services provided under this Agreement shall be the property of City upon payment of FNI's fees for Services. FNI may retain copies for record purposes. City agrees such documents are not intended or represented to be suitable for reuse by City or others. Any reuse by City or by those who obtained said documents from City without written verification or adaptation by FNI, will be at the City's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, City shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to City, and FNI shall indemnify and hold harmless City from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.

9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to City, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the project. If City designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the project begins.
11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** City agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the project (except workers' compensation and professional liability policies); and (2) as an indemnified party in any indemnification provisions where City is named as an indemnified party.
12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, City determines that any subcontractor for FNI is incompetent or undesirable, City shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and City.
14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.

15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the project.
16. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.
17. **SUCCESSORS AND ASSIGNMENTS:** City and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither City nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.



AGENDA COMMENTARY

Meeting Date: 10/19/2023

Department: Administration - Asst. City Manager

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

Agenda Item: Acknowledge receipt of the 2022 Kendall Lakes Tax Increment Reinvestment Zone Number Two Annual Report.

Type of Item: Action Item

Summary: The Kendall Lakes development has a Tax Increment Investment Zone (TIRZ) covering the entire development. A TIRZ is utilized by cities and developers as a way to fund infrastructure inside a development. A TIRZ issues bonds to cover the costs and is reimbursed by the ad valorem (property) taxes collected. Currently no bonds have been issued as the developer is covering infrastructure costs until sufficient development is on the ground to support bond financing. The TIRZ is governed by a board appointed by City Council. The Board works closely with staff and a Zone Administrator to conduct and record all the business activity. The annual report shows the budget, revenues, expenditures, and development activity. The Board approved the report at their meeting held on September 18, 2023. The State of Texas requires the City Council to formally acknowledge receipt of the report and then staff will file all the necessary documentation with the State of Texas. Staff recommends acknowledging receipt of the 2022 Kendall Lakes TIRZ Report.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: **Amount:**

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☒ Required ☐

Date Completed: 10/16/2023 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: 10/16/2023 MH

Supporting documents attached:

1. Alvin TIRZ 2 2022 Annual Report
-

Recommendation: Move to acknowledge receipt of the 2022 Annual Report for the Kendall Lakes Tax Increment Reinvestment Zone Number Two.

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: ☒

DRAFT

2022 ANNUAL REPORT

**TAX INCREMENT REINVESTMENT ZONE
NUMBER TWO
CITY OF ALVIN, TEXAS**



Tax Year 2022

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CITY OF ALVIN, TEXAS

2022 CITY COUNCIL

Mayor

Hon. Gabe Adame

Council Members

Hon. Chris Vaughn
Mayor Pro-Tem (as of May 2023)
District B

Hon. Martin Vela
District A

Hon. Richard Garivey
District C

Hon. Glenn Starkey
District D

Hon. Meagan DeKeyzer
District E

Hon. Keko Moore
At Large 1

Hon. Joel Castro
At Large 2

TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF ALVIN, TEXAS 2022 BOARD OF DIRECTORS

Position 1 Lindsey Vaughn
City Council Designee

Position 2 Armando Cespedes
City Council Designee

Position 3 Alfred Froberg
City Council Designee

Position 4 Sussie Sutton
City Council Designee

Position 5 Mark Nokelby
City Council Designee

Position 6 Regina Harris
City Council Designee

Position 7 Ron Mercer
City Council Designee

Position 8 Emily Wicks
City Council Designee

Position 9 Ricky Kubeczka, Chair
Developer Designee

DESCRIPTION OF ZONE

In accordance with the Tax Increment Financing Act (Chapter 311, Texas Tax Code), the City of Alvin, Texas (the “City”) established Reinvestment Zone Number Two, City of Alvin, Texas (the “Zone”) on December 22, 2003. The Zone, also known as the Kendall Lakes TIRZ, consists of approximately 541 acres located in Brazoria County, Texas (the “County”) near the City’s northern boundary. The Project Plan and Reinvestment Zone Financing Plan (the “Plan” or “Project Plan”) was adopted by City Council on April 19, 2007. An amended Project Plan was adopted by City Council on April 2, 2009.

To aid and assist in the implementation of the Plan, the City created the Kendall Lakes TIRZ Redevelopment Authority (the “Authority”), a Local Government Corporation incorporated on August 2, 2006. The private sector developer for the Zone is Skymark Development Company, Inc. (the “Developer”), a Texas corporation. The Zone, Authority and the Developer entered into an Amended and Restated Development Agreement in 2009.

The Zone is bounded generally by the American Canal, State Highway 35, a southern boundary approximately parallel to Victory Lane, and the Atchison Topeka and Santa Fe Railroad. All of the land is located in the City of Alvin, Brazoria County, Texas and at the inception of the Zone was predominantly open and platted as residential. A map illustrating the general vicinity of the Zone within the City follows as Figure 1. Figure 2 depicts the Zone boundary. The Zone was created to capture the great potential the property has due to its location by partnering with the Developer to reimburse the infrastructure necessary to support commercial and residential development. The Zone was created for a 30-year duration, or until dissolved by the City.

Figure 1: Vicinity Map

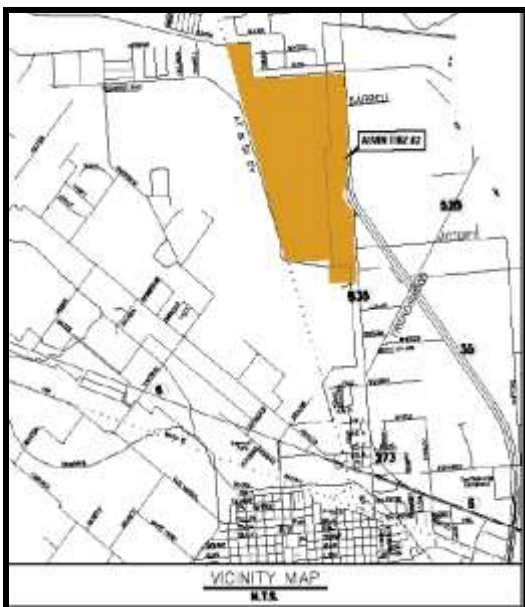


Figure 2: Zone Boundary



PURPOSE OF ZONE

The original purpose of the Zone was to facilitate the development of a quality master-planned community, including a new single-family development consisting of 1,869 new homes, 52 acres of commercial development, with amenities and sustainability that will contribute to the growth of the tax base for the City.

The City Council in adopting the ordinance creating the Zone, found that the projects described in the Plan provided a focused planning and financing mechanism to promote and monitor this significant development effort to the benefit of all the citizens of the City, individual and corporate. But for the creation of the Zone and the participating jurisdictions, this area would not likely experience the magnitude of private investment necessary for this property to develop in the proposed manner or to the standards and quality planned in the foreseeable future.

The City Council further found that improvements in the Zone will enhance the value of all taxable real property within the Zone and will be of general benefit to the City. The methods of financing and the sources of funding available to the Zone are described in the Project Plan.

The Project Plan was amended in 2009 to revise land uses and project descriptions, and to update various revenue and budget schedules for the Plan. The City's Economic Development Department has begun to utilize the revised land plan as the basis to market and attract commercial and industrial uses as the highest and best use in the southernmost portion of the Zone. Table A shows the breakdown of the revised land uses shown in the amended Plan.

Table A: Revised Land Use Breakdown

Land Use	Acreage	Percent
Residential	99	18%
Commercial/Retail	42	8%
Light Industrial	177	32%
Detention/Amenity Lakes/Drainage	81	16%
Roadways/Easements/Open Space	142	26%
Total	541	100%

The original Land Plan for the Zone is shown below as Figure 3 and the amended Land Plan is shown in Figure 4.

Figure 3: Original Land Plan



Figure 4: Amended Land Plan



Brazoria County Certified Appraisal Roll for 2022 indicated a total of 607 single family homes were completed.

STATE OF THE ZONE AND PLAN IMPLEMENTATION IN 2022

Revenue

1. The information provided in the section is in accordance with § 311.016 (a) (1) of the Texas Tax Code, which requires inclusion of the amount and source of revenue in the tax increment fund established for the Zone.

In 2022, the City was the sole participating taxing entity in the Zone. Table B below shows the City's tax rate for 2022 and the 2 previous years, all in which the City has dedicated 100% to the Zone.

Table B: Participation Schedule

Jurisdiction	2020 Tax Rate	2021 Tax Rate	2022 Tax Rate	Zone Duration
City of Alvin	\$0.7680	\$0.7680	\$0.7100	2004-2034

Tax Rate Source: Brazoria County Appraisal District

Table C illustrates the captured appraised value between the base year 2004 and tax year 2022.

Table C: Captured Appraised Value Generated For 2022

Taxing Entity	Base Year Value* (2004)	2022 Value	2022 Captured Appraised Value (Increment)
City of Alvin	\$381,070	\$134,611,188	\$134,230,118

**Base Year Value reflects adjustments made by Brazoria County Appraisal District*

Table D below shows the amount of the City's incremental revenue paid into the tax increment fund for the previous 5-year period.

Table D: Five-Year Tax Increment Revenue History

Taxing Entity	2018	2019	2020	2021	2022
City of Alvin	\$439,037	\$ 541,951	\$636,694	\$712,207	\$867,548

Note: Amounts shown include City's 5% Administrative Fee

Expenditures

2. The information provided in this section is in accordance with § 311.016 (a) (2) of the Texas Tax Code, which requires inclusion of the amount and purpose of expenditures from the fund.

The Board of Directors of the Zone has been granted by City Council, in accordance with Section 311.010 of the Texas Tax Code, the power to administer, manage and operate the Zone and to implement the Plan. The Zone was created for duration of 30 years, or until dissolved by the City.

In 2022, the Board authorized the payment of insurance, legal, operations, administrative, bookkeeping, auditing, and cost of service reimbursements, for the TIRZ and the Kendall Lakes Redevelopment Authority in the amount of \$14,292.67.

The total estimated cost of the public improvements within the Zone that will be reimbursed with tax increment, as outlined in the amended Project Plan, amounts to \$29,877,039. The overall development financing structure includes both TIRZ and Municipal Utility District (“MUD”) infrastructure reimbursements. Table E shows the specific changes to project costs included in the amended Project Plan. Table F reflects the amended total for TIRZ and MUD project costs.

Table E: Project Costs Changes in Amended Project Plan

Revised Estimated Project Costs Based on Land Plan Revision		
TIRZ Projects	Original Project Costs	Revised Projected Costs
Public Streets	\$3,228,039	\$4,130,000
Clearing and Grubbing	\$140,420	\$194,000
Parks and Recreation	\$920,000	\$920,000
Enhanced Landscaping	\$2,976,885	\$1,830,000
Engineering	\$1,037,302	\$1,061,000
Contingency	\$691,534	\$707,400
Total	\$8,994,180	\$8,842,400

Table F: Amended Total TIRZ and MUD Project Costs

Proposed Distribution of Public Infrastructure Costs

Projects	TIRZ Projects	MUD Projects	Total
Public Streets	\$4,130,000		\$4,130,000
Clearing and Grubbing	\$194,000	\$685,580	\$879,580
Parks and Recreation	\$920,000		\$920,000
Enhanced Landscaping	\$1,830,000		\$1,830,000
Water Lines		\$3,261,793	\$3,261,793
Sanitary Sewer Lines		\$6,451,264	\$6,451,264
Storm Sewers		\$4,982,872	\$4,982,872
Storm Water PPP		\$773,961	\$773,961
Detention Pond and Channel		\$3,434,383	\$3,434,383
Engineering	\$1,061,000	\$3,033,400	\$4,094,400
Contingency	\$707,400	\$1,683,583	\$2,390,983
TIRZ Creation Costs	\$125,000		\$125,000
TIRZ Administration	\$600,000		\$600,000
Value Rebated to MUD	\$12,564,422		\$12,564,422
City 5% Administration Charge	\$1,303,607		\$1,303,607
Reimbursable to City for Services	\$6,441,610		\$6,441,610
Miscellaneous		\$1,052,653	\$1,052,653
Total	\$29,877,039	\$25,359,489	\$55,236,528

TIRZ Authorized Projects in 2022:

No TIRZ Projects were authorized or constructed in 2022.

Interest Due on Outstanding Bonds

3. The information provided in this section is in accordance with § 311.016 (a) (3) of the Texas Tax Code, which requires inclusion of the amount of principal and interest due on outstanding bonded indebtedness.

The Zone issued no debt and therefore had no interest or principal due on outstanding bonds.

Base Value & Captured Appraised Value

4. The information provided in this section is in accordance with § 311.016 (a) (4) of the Texas Tax Code, which requires inclusion of the tax increment base and current captured appraised value retained by the Zone.

The captured appraised value of the Zone is the total appraised value of all real property located within the Zone, less the tax increment base value. In each year subsequent to the base year, the Zone will receive tax increment revenue based on ad valorem property taxes levied and collected by each participating taxing unit on the captured appraised value of the Zone.

As of January 1, 2004, the base year for the Zone, the total appraised value of the property was \$381,070 as adjusted by the Brazoria County Appraisal District. On January 1, 2022, the area encompassed by the Zone had a total taxable value of \$134,611,188. As a result, the total captured appraised value on the tax roll as of January 1, 2021 was \$134,230,118 all as illustrated in Table C.

Increment Received by Taxing Entities

5. The information provided in this section is in accordance with § 311.016 (a) (5) of the Texas Tax Code, which requires inclusion of the captured appraised value shared by the City and other taxing units, the total amount of tax increments received, and any additional information necessary to demonstrate compliance with the Plan.

The City is the only participating taxing entity in the Zone. The increment revenue generated for tax year 2022 was \$867,548 as shown in Table D.

TAX INCREMENT REINVESTMENT ZONE NUMBER TWO CITY OF ALVIN, TEXAS 2022 ANNUAL REPORT Tax Year Ending December 31, 2022



AGENDA COMMENTARY

Meeting Date: 10/19/2023

Department: Administration - Asst. City Manager

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

Agenda Item: Consider Resolution 23-R-33, removing and adding certain authorized representatives of the City to complete the necessary transactions in connection with the TexPool Investment Accounts; and providing for other related matters thereto.

Type of Item: Resolution

Summary: This Resolution updates various City Officials on the City of Alvin Texpool Investment Account, effective November 2, 2023.

Texpool Investment Pool

Add: Kara Evans, Controller (Authorized Rep)

Add: Sokheng Thou, Accountant (Inquiry Only)

Remove: Christine Turner, Controller (former employee), Michael Higgins, Administrative Services Director (resignation effective 11/2/23)

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ☐ **Amount:** ☐

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 10/16/2023 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Res 23-R-33; TexPool Representatives
-

Recommendation: Move to approve Resolution 23-R-33, removing and adding certain authorized representatives of the City to complete the necessary transactions in connection with the TexPool Investment Accounts; 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: ☒

Reviewed by City Manager, if applicable: ☒

RESOLUTION 23-R-33

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, REMOVING AND ADDING CERTAIN AUTHORIZED REPRESENTATIVES FOR THE TEXPOOL INVESTMENT ACCOUNT FOR PUBLIC FUNDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvin, Texas, (Location Number 77160), is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool (“TexPool / Texpool Prime”), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

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

Section 1. Authorizations. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

Section 2. Deletions. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant’s TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and

Section 3. Amendments. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

Section 4. Removal of Representatives. That the following individuals, previously designated as Authorized Representatives for the City’s TexPool account for investments, are hereby removed from the list of Authorized Representatives:

NAME OF SIGNING OFFICER

Michael Higgins

TITLE OF SIGNING OFFICER

Chief Financial Officer

Christine Turner

Controller

Section 5. Additional Representative. That the following individual shall be added as an Authorized Representative for the City's TexPool account for investments:

NAME OF SIGNING OFFICER

TITLE OF SIGNING OFFICER

Kara Evans

Controller

Section 6. Remaining Representatives. That the following individuals, shall remain as Authorized Representative for the City's TexPool account for investments:

NAME OF SIGNING OFFICER

TITLE OF SIGNING OFFICER

Gabe Adame

Mayor

Junru M. Roland

City Manager

Dixie T. Roberts

Asst. City Manager

Section 7. Limited Representative. That the following individual shall be added as an Authorized Limited Representative designated to perform only inquiries for the City's TexPool account for investments:

NAME OF SIGNING OFFICER

TITLE OF SIGNING OFFICER

Sokheng Thou

Accountant I

Section 8. Effective Date. This Resolution shall take effect on November 2, 2023.

Section 9. 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 on this the 19th day of October 2023.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 10/19/2023

Department: Administration - Asst. City Manager

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

Agenda Item: Consider Resolution 23-R-34, updating the designation of persons authorized to act on behalf of the City of Alvin in connection with TexSTAR.

Type of Item: Resolution

Summary: This Resolution removes Michael Higgins, Chief Financial Officer, and authorizes Kara Evans, Controller, as an "Authorized Representative" and authorizes Sokheng Thou as an "Inquiry Only" Representative on all current TexSTAR accounts, effective 11/2/2023.

TexSTAR is an investment service for local governments.

Staff recommends approval of Resolution 23-R-34.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ☐ **Amount:** ☐

1295 Form Required? Yes ☐ No ☐

Legal Review Required: N/A ☐ Required ☒

Date Completed: 10/16/2023 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Res 23-R-34; TexStar
-

Recommendation: Move to approve Resolution 23-R-34, updating the designation of persons authorized to act on behalf of the City of Alvin in connection with TexSTAR.

Reviewed by Department Head, if applicable: ☐

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by City Manager, if applicable: ☒



Resolution 23-R-34

AMENDING RESOLUTION

WHEREAS, City of Alvin

(the "Government Entity") by authority of the Application for Participation in TexSTAR (the "Application") has entered into an Interlocal Agreement (the "Agreement") and has become a participant in the public funds investment pool created there under known as TexSTAR Short Term Asset Reserve Fund ("TexSTAR");

WHEREAS, the Application designated on one or more "Authorized Representatives" within the meaning of the Agreement;

WHEREAS, the Government Entity now wishes to update and designate the following persons as the "Authorized Representatives" within the meaning of the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. The following officers, officials or employees of the Government Entity specified in this document are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by Government Entity under the Agreement created by the application, all in the name and on behalf of the Government Entity.

SECTION 2. This document supersedes and replaces the Government Entity's previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement

SECTION 3. This resolution will continue in full force and effect until amended or revoked by Government Entity and written notice of the amendment or revocation is delivered to the TexSTAR Board.

SECTION 4. Terms used in this resolution have the meanings given to them by the Application.

Authorized Representatives. Each of the following Participant officials is designated as Participant’s Authorized Representative authorized to give notices and instructions to the Board in accordance with the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

1. Name: Gabe Adame

Signature: _____
- Title: Mayor

Phone: (281) 388-4200

Email: gadame@cityofalvin.com
2. Name: Junru M. Roland

Signature: _____
- Title: City Manager

Phone: (281) 388-4248

Email: jroland@cityofalvin.com
3. Name: Dixie T. Roberts

Signature: _____
- Title: Asst. City Secretary

Phone: (281) 388-4255

Email: droberts@cityofalvin.com
4. Name: Kara Evans

Signature: _____
- Title: Controller

Phone: 281-388-4217

Email: kevans@cityofalvin.com

{REQUIRED} PRIMARY CONTACT: List the name of the Authorized Representative **listed above** that will be designated as the Primary Contact and will receive all TexSTAR correspondence including transaction confirmations and monthly statements

Name: Kara Evans

{OPTIONAL} INQUIRY ONLY CONTACT: In addition, the following additional Participant representative (**not listed above**) is designated as an **Inquiry Only** Representative authorized to obtain account information:

Name: Sokheng Thou

Signature: _____

Title: Accountant

Phone: 281-388-4220

Email: sthou@cityofalvin.com

Participant may designate other authorized representatives by written instrument signed by an existing Participant Authorized Representative or Participant’s chief executive officer.

DATED _____

City of Alvin, Texas

(NAME OF PARTICIPANT)

SIGNED BY: _____

(Signature of official)

Gabe Adame, Mayor

(Printed name and title)

ATTESTED BY: _____

(Signature of official)

Sara Cruz, Deputy City Secretary

(Printed name and title)

REQUIRED

PLACE OFFICIAL SEAL OF ENTITY HERE

FOR INTERNAL USE ONLY

APPROVED AND ACCEPTED: TEXAS SHORT TERM ASSET RESERVE FUND

.....

AUTHORIZED SIGNER



AGENDA COMMENTARY

Meeting Date: 10/19/2023

Department: Administration - Asst. City Manager

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

Agenda Item: Consider Resolution 23-R-35, updating the designation of persons authorized to act on behalf of the City of Alvin in connection with Texas CLASS (Texas Cooperative Liquid Assets Security System) Trust.

Type of Item: Resolution

Summary: This Resolution removes Michael Higgins, Chief Financial Officer, and Paul Horn, Mayor, as authorized representatives on all current Texas Class accounts, effective November 2, 2023. In addition, this Resolution adds Gabe Adame, Mayor, and Kara Evans, Controller, as "Authorized Representatives" on all current Texas Class accounts and approves Sokheng Thou, Accountant I, to have authorized "Read Only" access.

Texas Cooperative Liquid Assets Securities System Trust (Texas Class) is a local government investment pool.

Staff recommends approval of Resolution 23-R-35.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ☐ **Amount:** ☐

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 10/16/2023 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Res 23-R-35; Texas Class

Recommendation: Move to approve Resolution 23-R-35, updating the designation of persons authorized to act on behalf of the City of Alvin in connection with Texas CLASS (Texas Cooperative Liquid Assets Security System) Trust.

X

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒

RESOLUTION 23-R-35

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, UPDATING THE DESIGNATION OF PERSONS AUTHORIZED TO ACT ON BEHALF OF THE CITY OF ALVIN IN CONNECTION WITH TEXAS COOPERATIVE LIQUID ASSETS SECURITIES SYSTEMS TRUST (TEXAS CLASS); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvin, Texas (the “City”) has established an investment account with the Texas Cooperative Liquid Assets Securities Systems Trust (Texas CLASS) for the purposes of the investment of public funds; and

WHEREAS, the City Texas CLASS account requires authorized signers who are authorized to make transactions on behalf of the City; and

WHEREAS, the City desires to modify the list of authorized signers for the Texas CLASS account for investments.

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

Section 1. Removal of Signatories. That the following individuals, previously designated as authorized signers for the City’s CLASS account for investments, are hereby removed from the list of authorized signers:

NAME OF SIGNING OFFICER

Michael Higgins
Paul A. Horn

TITLE OF SIGNING OFFICER

Chief Financial Officer
Mayor

Section 2. Additional Designated Signatory. That the following individual shall be added as a authorized signer for the City’s CLASS account for investments:

NAME OF SIGNING OFFICER

Gabe Adame

TITLE OF SIGNING OFFICER

Mayor

Section 3. Remaining Signatories. That the following individuals, shall remain as authorized signers for the City’s CLASS account for investments:

NAME OF SIGNING OFFICER

Junru M. Roland
Dixie T. Roberts

TITLE OF SIGNING OFFICER

City Manager
Asst. City Manager

Section 4. Read Only Access. That the following individual shall be added as a read only access for the City's CLASS account for investments:

NAME OF OFFICER
Kara Evans

TITLE OF SIGNING OFFICER
Controller

Section 5. That a certified copy of this Resolution shall be complete and full evidence of the enactment of this Resolution and of the authority of the respective officers herein named and said authority shall remain in full force until written notice of revocation thereof shall be received by the Texas CLASS.

Section 6. That any and all resolutions, ordinances or other orders of the City Council of the City of Alvin which may be in conflict herewith or any provisions thereof are hereby repealed to the extent of such inconsistency.

Section 7. That this Resolution shall become effective on November 2, 2023 and shall remain in effect until amended or superseded.

Section 8. That "Attachment A" attached hereto, is the official signatory amendment form for Texas CLASS.

Section 9. 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 on this the 19th day of October 2023.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 10/19/2023

Department: Administration - Asst. City Manager

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

Agenda Item: Consider Resolution 23-R-36, updating certain officers of the City of Alvin for the City of Alvin bank accounts.

Type of Item: Resolution

Summary: This Resolution updates various City Officials as authorized signers and limited signers to the City of Alvin bank accounts, effective November 2, 2023.

Account # XXX0295 Operating Account

Remove Michael Higgins, Dir. of Adm. Svcs

Account # XXXXXX7428 Utility Billing

Remove Michael Higgins, Dir. of Adm. Svcs

Account # XXXXXX4433 TIRZ-Kendall Lakes

Remove Michael Higgins, Dir. of Adm. Svcs

Account # XXXXX9224 EMS/Medicare

Remove Michael Higgins, Dir. of Adm. Svcs

Staff recommends approval of Resolution 23-R-36.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ☐ **Amount:** ☐

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 10/16/2023 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Res 23-R-36; Wells Fargo Amendment
2. GCC Form Updated

Recommendation: Move to approve Resolution 23-R-36, authorizing certain officers of the City of Alvin to sign and endorse checks and drafts on the City of Alvin bank accounts.

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

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

RESOLUTION NO. 23-R-36

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AUTHORIZING CERTAIN OFFICERS OF THE CITY TO SIGN AND ENDORSE CHECKS AND DRAFTS ON THE CITY OF ALVIN BANK ACCOUNTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvin by authority of that certain Local Government wishes to update the officers and officials therefore authorized to endorse checks and drafts associated with the City of Alvin Wells Fargo Banking Account(s);

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

Section 1. That any two (2) or more of the following officers of the City shall be authorized to endorse and cash checks, drafts and similar documents on behalf of the City of Alvin in connection with any bank account of the City of Alvin.

NAME OF SIGNING OFFICER

Gabe Adame

Junru M. Roland

Dixie T. Roberts

TITLE OF SIGNING OFFICER

Mayor

City Manager

Asst. City Manager/City Secretary

Section 2. That any two (2) or more of the signing officers referenced in Section 1 hereof are authorized to receive statements and canceled vouchers of the City of Alvin and to appoint an agent or agents to do the same; furthermore, such officers are authorized to stop payment of checks of the City of Alvin and to revoke stop payment orders.

Section 3. That the bank which is now depository for city funds is hereby authorized to honor or accept all drafts, checks and similar documents executed or endorsed on behalf of the City of Alvin in the manner provided in Section 1, hereof for the credit of or in payment of any obligations of or by the payee or any other holder.

Section 4. That a certified copy of this resolution shall be complete and full evidence of the enactment of this Resolution and of the authority of the respective officers herein named, and said authority shall remain in full force until written notice of revocation thereof shall be received by the bank or a certified copy of a Resolution designating different officers is received by the bank.

Section 5. That any and all resolutions, ordinances or other orders of the City Council of the City of Alvin which may be in conflict herewith or any provisions thereof are hereby repealed to the extent of such inconsistency.

Section 6. That this Resolution shall become effective on November 2, 2023, and shall remain in effect until amended or superseded.

Section 7. 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 19th day of October 2023.

THE CTY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 10/19/2023

Department: Administration - Asst. City Manager

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

Agenda Item: Consider Resolution 23-R-37, authorizing changes to Authorized Representatives for Local Government Investment Cooperative ("LOGIC"); and providing an effective date.

Type of Item: Resolution

Summary: The Local Government Investment Cooperative (LOGIC) is an investment pool that is currently used by the City of Alvin. This Resolution amends the Authorized Representatives for the account, effective November 2, 2023.

Michael Higgins, Director of Administrative Services, will be removed as an "Authorized Representative."

Junru Roland, City Manager, and Dixie Roberts, Asst. City Manager, will remain "Authorized Representatives."

Kara Evans, Controller, will be added as an "Authorized Representative", and Sokheng Thou, Accountant I, will be added as an "Inquiry Only Representative" to obtain account information.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ☐ **Amount:** ☐

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 10/16/2023 SLH

Finance Review Required: N/A ☐ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Res 23-R-37; Logic Investments

Recommendation: Move to approve Resolution 23-R-37, authorizing changes to Authorized Representatives for Local Government Investment Cooperative ("LOGIC"); and providing an effective date.

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

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

RESOLUTION 23-R-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS AUTHORIZING CHANGES TO AUTHORIZED REPRESENTATIVES FOR LOCAL GOVERNMENT INVESTMENT COOPERATIVE (“LOGIC”); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvin (the “Government Entity”) by authority of that certain Local Government Investment Cooperative Resolution 22-R-20 (the “Resolution”) has entered into that certain Interlocal Agreement (the “Agreement”) and has become a participant in the public fund’s investment pool created thereunder known as Local Government Investment Cooperative (“LOGIC”); and

WHEREAS, the Resolution designated one or more “Authorized Representatives” within the meaning of the Agreement; and

WHEREAS, the Government Entity now wishes to update and designate and/or remove the following persons as the “Authorized Representatives” within the meaning of the Agreement;

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

Section 1. The following officer, official, or employee of the Government Entity is hereby removed as an “Authorized Representative” within the meaning of the Agreement: Michael Higgins, Director of Administrative Services, (281) 388-4216, mhiggins@cityofalvin.com.

Section 2. The following officers, officials or employees of the Government Entity are hereby designated as “Authorized Representatives” within the meaning of the Agreement, with full power and authority to: deposit money to and withdraw money from the Government Entity’s LOGIC account or accounts from time to time in accordance with the Agreement and the Information Statement describing the Agreement and to take all other actions deemed necessary or appropriate for the investment of funds of the Government Entity in LOGIC:

Junru Roland, City Manager
(281) 388-4248
jroland@cityofalvin.com

Dixie Roberts, Asst. City Manager
(281) 388-4255
[droberts@cityofalvin.com](mailto:droboterts@cityofalvin.com)

Kara Evans
281-388-4217
kevans@cityofalvin.com

Section 3. Kara Evans, Controller, will be designated as the Primary Contact and will receive all LOGIC correspondence including transaction confirmations and monthly statements.

Section 4. In addition, the following Participant Representatives are designated as an Inquiry Only Representatives authorized to obtain account information:

Sokheng Thou, Accountant I
(281) 388-4220
sthoul@cityofalvin.com

Section 5. The Government Entity may designate other Authorized Representatives by written instrument signed by the Government Entity's City Manager.

Section 6. The foregoing supersedes and replaces the Government Entity's previous designation of officers, officials or employees of the Government Entity as Authorized Representatives under the Agreement pursuant to paragraph 4 of Resolution 22-R-20. Except as hereby modified, the Resolution shall remain in full force and effect.

Section 7. This Resolution shall take effect on November 2, 2023.

Section 8. 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 on this the 19th day of October 2023.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 10/19/2023

Department: City Secretary

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

Agenda Item: Consider the resignation of Jennifer Ahlbaum from the Charter Review Commission.

Type of Item: Action Item

Summary: Jennifer Ahlbaum tendered her resignation from the Charter Review Commission on October 12, 2023. At this time, a replacement is not recommended, as the Charter Review Commission has almost completed their review of the Charter.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: **Amount:**

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 10/16/2023 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed:

Supporting documents attached:

1. Ahlbaum Letter of Resignation
-

Recommendation: Move to accept the resignation of Jennifer Ahlbaum from the Charter Review Commission.

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: ☒

12 September 2023

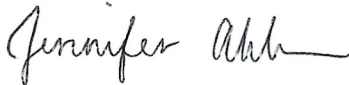
Distinguished Members of City Council
City of Alvin
216 West Sealy Street
Alvin, TX 77511

Dear Members of City Council,

It is with sincere regret that I write to inform you of my resignation from the Charter Review Committee effective immediately. Recent changes in my work commitments have created a barrier to my participation for the remainder of the year.

I am grateful to you, the Council, for the opportunity to contribute to the Charter Review Committee's mission and hope there is another opportunity for me support our city in the future. I would also like to express my gratitude to the remaining dedicated committee members and wish them success in the continued mission.

Best regards,

A handwritten signature in cursive script that reads "Jennifer Ahlbaum". The signature is written in dark ink and is positioned above the printed name.

Jennifer Ahlbaum



AGENDA COMMENTARY

Meeting Date: 10/19/2023

Department: City Secretary

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

Agenda Item: Consider Resolution 23-R-38, designating one representative and one alternate representative to the Houston-Galveston Area Council (H-GAC) General Assembly for 2024.

Type of Item: Resolution

Summary: HGAC's bylaws provide that each Home Rule City member with a population under 99,999 as of the latest (2020) Federal Census, is entitled to designate one representative and one alternate to serve in the H-GAC General Assembly. The two designees must be elected officials of Alvin's governing body.

Each year, the City Council is asked to appoint elected officials to serve as members of this assembly. Appointments must be made by October 30, 2023. Appointees are asked to represent the city and county whom they represent at monthly meetings held typically at the HGAC offices in Houston. City Council is tasked with appointing two (2) members of City Council to serve in the 2024 Assembly; one (1) representative, and one (1) alternate.

Prior year appointments:

2023: Council member Vela (representative); Council member Moore (alternate)

2022: Council member Vela (representative); Council member Castro (alternate)

2021: Council member Castro (representative); Council member Vela (alternate)

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: **Amount:**

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 10/12/2023 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed:

Supporting documents attached:

1. Alvin Designation Letter
 2. Res 23-R-38; HGAC Appointments; 2023
-

Recommendation: Move to approve Resolution 23-R-38, designating Council member to serve as the representative and Council member to serve as the alternate representative on the H-GAC General Assembly for 2024.

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: ☒



September 18, 2023

The Honorable Gabe Adame
Mayor
City of Alvin
216 W. Sealy St.
Alvin, TX, 77511

Dear Mayor Adame:

The Houston-Galveston Area Council has had an exciting and eventful 2023. During the 88th Legislative Session this year, H-GAC monitored over a hundred bills in both the House and Senate that could potentially affect our members. We remain dedicated to better serving our member governments. We are working to do this by continuing to bring the conversation to your communities to listen to your needs and determining how we can help improve quality of life across the region. Thus far we have visited nine of our regions' counties, and plan to visit the remaining counties by the end of the year.

As we look forward to 2024, we ask that you continue contributing to our regional discussion by appointing elected representatives from your city to represent you and be a part of our decision-making process. H-GAC bylaws allow each member city to designate one elected official as representative and one elected official as alternate to the General Assembly. The 2024 representative and alternate begin their terms of office on January 1, 2024. I have attached the nomination form on which you can designate your representatives. Please email the completed form to Laura.Parker@h-gac.com. If more information concerning General Assembly and Board of Directors membership would be useful, please **contact** me at 713-993-4514 or Rick Guerrero at 713-993-4598.

Thank you for the City of Alvin's continuing participation and support for the Houston-Galveston Area Council. We look forward to working with you in the coming year.

Sincerely,


Charles Wemple (Sep 18, 2023 13:15 CDT)

Chuck Wemple

Attachment

RESOLUTION NO. 23-R-38

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN,
TEXAS, DESIGNATING ONE REPRESENTATIVE AND ONE
ALTERNATE REPRESENTATIVE TO THE HOUSTON-GALVESTON
AREA COUNCIL (H-GAC) GENERAL ASSEMBLY FOR 2024.**

WHEREAS, H-GAC's Bylaws provide that each member City with a population not in excess of 99,999 as of the last (2020) Federal Census is entitled to designate one (1) representative and one (1) alternate to the 2024 H-GAC General Assembly; and

WHEREAS, this governing body desires to exercise its right to designate the said representative and alternate representative to the 2024 H-GAC General Assembly;

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

Section 1. That the facts and recitations set forth in the preamble of this Resolution are hereby adopted, ratified, and confirmed.

Section 2. That City Council member _____ is hereby designated as City of Alvin's Representative for the GENERAL ASSEMBLY of the Houston-Galveston Area Council for the year 2024.

Section 3. That the Official Alternate authorized to serve as the voting representative should the above-named representative become ineligible, or resign, is City Council member _____.

Section 4. That the Executive Director of the Houston-Galveston Area Council be notified of the designation of the above-named representative and alternate.

Section 5. That this Resolution shall take effect immediately from and after its passage, in accordance with the provisions of the State Statutes of the State of Texas.

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

PASSED AND APPROVED on this 19th day of October 2023.

CITY OF ALVIN, TEXAS

ATTEST

Gabe Adame, Mayor

Dixie Roberts, City Secretary