

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, November 2, 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 **NOVEMBER 2, 2023**, at 7:00 PM in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

- A. Municipal Court Week Proclamation - November 5-11, 2023.
- B. Presentation of the Fall 2023 Alvin Upfront Citizens Academy Course Completion Certificates.

4. PUBLIC COMMENT

5. CONSENT AGENDA

- A. Acknowledge receipt of the September 30, 2023 Investment Report.
- B. Acknowledge the resignation of Associate Municipal Court Judge, Benjamin Martin.
- C. Consider the 2024 Interlocal Agreement for Emergency Services with Brazoria County Emergency Services District #3 (ESD); and authorize the Mayor to sign upon legal review.
- D. Consider an Interlocal Agreement for the Regional Stormwater Management Program.
- E. Consider an Agreement between Brazoria County and the City of Alvin for the City to receive \$237,500 from the Community Development Block Grant for waterline improvements along Bypass 35; and authorize the Mayor to sign the Agreement upon legal review.
- F. Consider authorizing the placement of a 1940s-1950s era oil pump jack at the Alvin Historical Museum, located at 302 West Sealy St. as requested by the Alvin Museum

Society.

6. OTHER BUSINESS

- A. Consider a master preliminary plat of Georgetown Section 2 (located along the east side of FM 528 between Victory Lane and Mandale Road), being a subdivision of 42.6 acres located in the I&GN RR Co Survey, Block 1, Section 22, Abstract 740, I&GN RR Co Survey, Block 1, Section 22, Abstract 693 and Hooper & Wade Survey, Section 22, Abstract 491, City of Alvin, Brazoria County, Texas.
- B. Consider a master preliminary plat of Magnolia Trails (located along the east side of FM 2403 1.5 miles south of the Johnson St. and State Highway 35 intersection), being a subdivision of 141.1 acres of land out of the William Harris 2/3 League, Abstract 72, City of Alvin, Brazoria County, Texas.
- C. Consider Ordinance 23-BB, amending Chapter 21, Subdivisions and Property Development, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article III. Minimum Requirements for Subdivision and/or Resubdivision and Article VI. Planned Unit Developments, providing for penalties; providing for severability; and setting forth other provisions related thereto.
- D. Consider Ordinance 23-CC, amending Chapter 4, Animals and Fowl, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article I, In General, and Article II. Kennels/Catteries; providing for penalties; providing for severability; and setting forth other provisions related thereto.
- E. Consider Ordinance 23-DD, amending Chapter 28, Comprehensive Fee Ordinance, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of revising and adding fees for breeders and sellers of animals; providing for publication; providing for an effective date; and setting forth other provisions related thereto.
- F. 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. 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 30, 2023 at 5:00 p.m.**



/s/ Dixie Roberts

Dixie Roberts, City Secretary

Removal Date: _____

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



Office of the Mayor, City of Alvin, Texas

Proclamation

- WHEREAS,** municipal courts serve as the local justice center for the enforcement of local ordinances and state offenses that protect the peace and dignity of our community and play a significant role in preserving public safety and promoting quality of life; and
- WHEREAS,** more people, citizens, and non-citizens alike, come in personal contact with municipal courts than all other courts combined; and
- WHEREAS,** the municipal judges and clerks continually strive to improve the administration of justice through participation in judicial education programs of the State of Texas and their professional organizations; and
- WHEREAS,** the Alvin Municipal Court continues to provide fair and impartial justice to our citizens.

NOW, THEREFORE, I, Gabe Adame, as Mayor of the City of Alvin Texas and on behalf of the Alvin City Council do hereby proclaim the week of November 5-11, 2023, as:

Municipal Court Week

in the City of Alvin and extend our appreciation to the Alvin municipal judges and court personnel for their exemplary service and dedication to our community.

WITNESS my hand and seal this
2nd day of November 2023.

Gabe Adame, Mayor



AGENDA COMMENTARY

Meeting Date: 11/2/2023

Department: City Secretary

Contact: Sara Cruz, Deputy City Secretary

Agenda Item: Presentation of the Fall 2023 Alvin Upfront Citizens Academy Course Completion Certificates.

Type of Item: Presentation

Summary: The following citizens took part in the 2023 Alvin Upfront Citizens Academy and will be recognized:

Caiden Anderson
Daneli Estrada
Ashley Davis
Randi Miller
Kristina Bailey
Jo Ann Bailey
Kimberly Moody
Noah Mubiru
Ian McKee

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ☐ **Amount:** ☐

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☒ Required ☐

Date Completed:

Finance Review Required: N/A ☒ Required ☐

Date Completed:

Supporting documents attached:

None

Recommendation: n/a

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: ☒



AGENDA COMMENTARY

Meeting Date: 11/2/2023

Department: Finance

Contact:

Agenda Item: Acknowledge receipt of the September 30, 2023 Investment Report.

Type of Item: Action Item

Summary: The City Charter requires the Director of Administrative Services to report on the financial condition of the City each quarter. In 2013, the City of Alvin adopted the Public Funds Investment Act pursuant to Chapter 2256 of the Texas Government Code. The Code contains certain requirements for investing public funds and how those funds are to be administered. These requirements include annual reviews of the policy, training, internal controls, prudence, ethics, and reporting.

The City's investment policy states that the investment officer shall generate quarterly (investment) reports to the City Manager, Mayor, and City Council. Attached is the quarterly report for the period ending September 30, 2023.

In summary, the City of Alvin has an investment portfolio at September 30, 2023, which was \$115,865,709 consisting of \$85,136,459 invested in the Investment Pools, \$5,907,439 in Fixed Income Securities and CD's, and \$24,821,811 in the City's bank depository accounts. Interest earned during the quarter was \$1,218,485. The City's yield for the quarter was 4.51% while the City's benchmark rate (i.e. the 90-day T-Bill) was 5.31%.

Please see the attached report for further details.

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: 10/24/2023 SLH

Finance Review Required: N/A ☐ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Investment Report - Sept 2023

Recommendation: Move to acknowledge receipt of the investment report ending September 30, 2023.

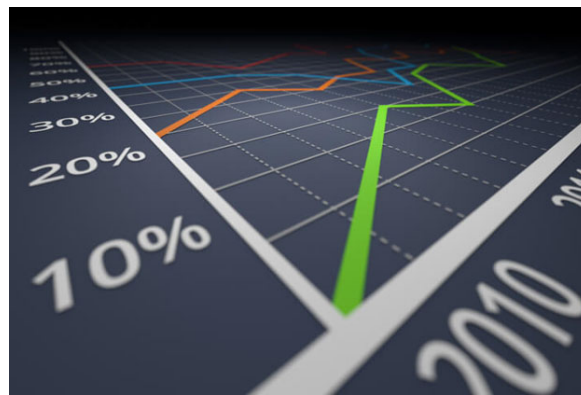
Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: MH

Reviewed by City Manager, if applicable: ☒

City of Alvin
Quarterly Investment Report
September 30, 2023



City of Alvin Investment Report Commentary For the Quarter Ended September 30, 2023

The City of Alvin's investment portfolio on September 30, 2023, was **\$115,865,709**, an increase of \$209,669 during the quarter. At June 30, 2023, the portfolio total was **\$115,627,623**. The portfolio consists of **\$85.1 million** (74%) invested in the Investment Pools, **\$5.9 million** (5%) in Fixed Income Securities and CD's, and **\$24.8 million** (21%) in the City's bank depository accounts. Interest earned and accrued during the quarter was **\$1,218,485**. During the previous quarter, total interest was **\$1,304,885**. The overall yield rate had a slight increase during the quarter.

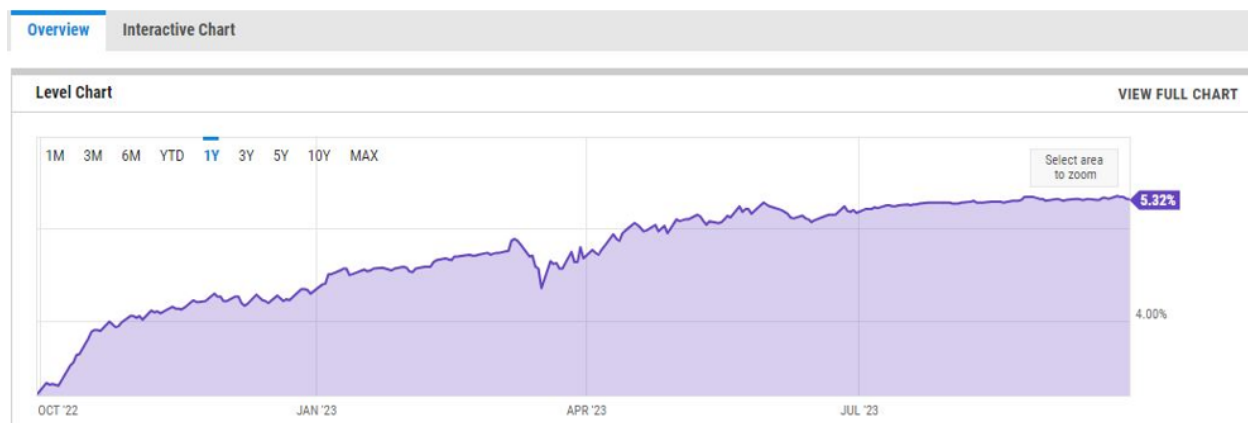
The City of Alvin earned a Weighted Average (WAM) Yield-to-Maturity rate of **4.51%** during the current quarter. The market benchmark rate that is used as a comparison is the 90-day T-Bill which averaged **5.31%** for the quarter. The 90-day T-Bill rate improved during the quarter as the federal reserve has been raising rates to combat inflation. During the previous quarter, the city's Weighted Average Yield-to-Maturity (YTM) rate was **4.23%** and the 90-day T-Bill average was **4.51%**.

The overall Weighted Average Maturity (WAM in days) was **13.1 days** during the quarter, compared to **17.8 days** in the previous quarter. The WAM days are very low as 95% of the portfolio is invested in 1-day maturities, primarily investment pools. The City's maximum allowable maturity days varies on the type of investment which can range from 30 days to 3 years.

As mentioned above, the City's benchmark rate is the 90-day T-Bill which was **5.31%** for the quarter. This is 80 basis points higher than the City's average for the quarter (4.51%). The average T-Bill rate a year ago at September 30, 2022, was 2.81% (or 281 basis points), and two years ago the rate was .05% (or 5 basis points). Below is a recent historical trend of the 90-day T-Bill.

3 Month Treasury Bill Rate (I:3MTBRNK)

5.32% for Sep 29 2023

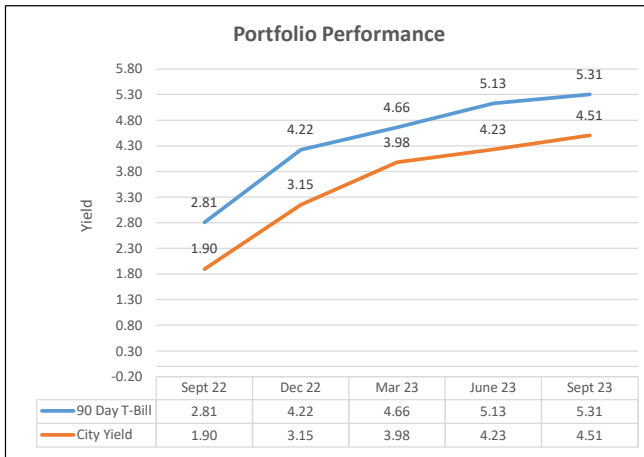
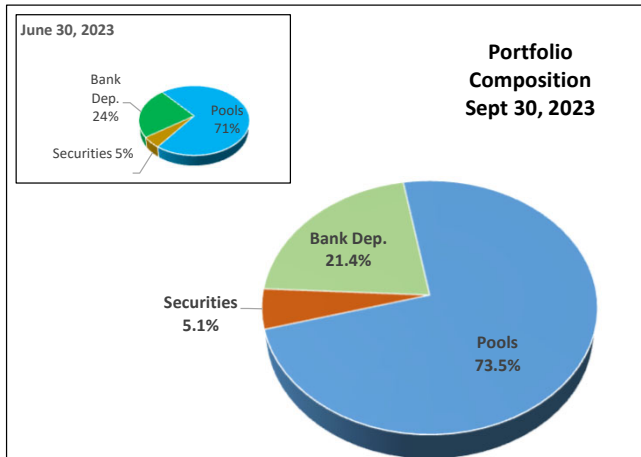


According to the TEXSTAR September 2023 newsletter, “In the third quarter, easing inflation and stronger economic growth helped fuel optimism for a soft landing of the U.S. economy. However, monthly data suggest economic momentum is slowing, and we may not be out of the woods just yet. The quarter was less exciting for financial markets, which struggled as investors re-positioned for higher rates for longer.”

City staff is monitoring the market and looking for potential investments that are safe, has a decent yield, and that also fits our spending needs.

**City of Alvin
Investment Portfolio
September 30, 2023**

Asset type	CUSIP	Purchase Date	Maturity Date	Days to Maturity	Avg Yield for Qtr	June 30, 2023		Net Purchases & Disbursements During Qtr	Sept 30, 2023		Interest Earned & Accrued During Qtr
						Book Value	Market Value		Book Value	Market Value	
Bank Depository/Demand Accounts			open	1	1.650%	\$27,457,263	\$27,457,263	\$ (2,635,452)	\$ 24,821,811	\$24,821,811	59,913
Cert of Deposit - JP Morgan Chase Bank	46593LSX8	11/1/2022	11/10/2023	41	4.600%	247,000	246,343		247,000	246,745	2,841
Fannie Mae	3135GAG54	3/29/2023	9/30/2024	366	5.250%	1,000,000	992,950		1,000,000	994,649	13,125
Freddie Mac	3134GXRE6	5/6/2022	11/6/2023	37	2.500%	2,000,000	1,978,320		2,000,000	1,993,791	12,500
Freddie Mac	3134GY5G3	12/8/2022	12/16/2024	443	5.000%	2,000,000	1,979,845		2,000,000	1,982,787	25,000
Farmer MAC	31422XTC6	8/5/2022	1/26/2024	118	0.875%	700,000	681,565		700,000	689,467	4,151
Investment Pool - Texstar			open	1	5.240%	15,790,133	15,790,133	93,731	15,883,864	15,883,864	198,731
Investment Pool - Texas Class			open	1	5.440%	46,437,615	46,437,615	2,476,823	48,914,438	48,914,438	627,656
LOGIC			open	1	5.430%	17,480,170	17,480,170	240,235	17,720,405	17,720,405	240,235
Investment Pool - Texpool			open	1	5.247%	1,177,016	1,177,016	15,642	1,192,658	1,192,658	15,642
Investment Pool - Texpool (TIRZ#2)			open	1	5.247%	1,406,404	1,406,404	18,691	1,425,094	1,425,094	18,691
						\$115,695,600	\$115,627,623	209,669	\$115,905,269	\$115,865,709	\$1,218,485



	6/30/2023	9/30/2023
Book Value	\$115,695,600	\$115,905,269
Market Value	\$115,627,623	\$115,865,709
Inc (Dec) in MV		\$238,086
Weighted Avg Maturity (days)	17.8	13.1
Weighted Avg YTM	4.23%	4.51%
Avg Yield of 90 day T-Bill	5.13%	5.31%
Accrued Interest @ 9/30/23		\$54,554

Michael Higgins
Director of Administrative Services



AGENDA COMMENTARY

Meeting Date: 11/2/2023

Department: Administration - Asst. City Manager

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

Agenda Item: Acknowledge the resignation of Associate Municipal Court Judge, Benjamin Martin.

Type of Item: Action Item

Summary: Due to professional commitments, Associate Municipal Court Judge Benjamin Martin tendered his resignation letter on October 17, 2023, with immediate effect. City Council is asked to formally recognize said resignation through this item on the agenda.

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: 10/24/2023 SLH

Finance Review Required: N/A ☐ Required ☐

Date Completed:

Supporting documents attached:

1. Letter of Resignation; Judge Martin
-

Recommendation: Acknowledge the resignation of Associate Municipal Court Judge, Benjamin Martin.

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: ☒

10/17/23

To Judge Ghunheim,

Due to scheduling difficulties with my full time employment, I will not be able to continue on as an associate judge for the City of Alvin. I am grateful for the opportunity to have served with the incredible and talented staff there. I wish that I could continue on, but that is no longer possible. My resignation is effective immediately. I regret that I was unable give more notice, but the current circumstances would not allow it.

Sincerely,

Benjamin Martin, JD



AGENDA COMMENTARY

Meeting Date: 11/2/2023

Department: Fire Department

Contact: Kendall Hunting, Fire Chief

Agenda Item: Consider the 2024 Interlocal Agreement for Emergency Services with Brazoria County Emergency Services District #3 (ESD); and authorize the Mayor to sign upon legal review.

Type of Item: Contract/Agreement

Summary: The Brazoria County Emergency Services District #3 was first formed in 2004. Brazoria County Commissioners appoint five (5) ESD #3 Board of Directors to authorize and appropriate funding for Fire and Emergency Medical Services (EMS) to the approximately 120 square miles surrounding the city limits of Alvin. Each entity/provider is allowed to submit a budget to the five (5) member ESD #3 Board of Directors each year. The ESD #3 Board of Directors then reviews the budget requests and allows each entity/provider the opportunity to give a short presentation on their budget requests. Upon approval, the Board of Directors allocates the funds to each entity/provider accordingly.

In 2022, ESD #3 paid a total of \$807,240.00 to the City of Alvin for the following emergency services:

- \$399,240 for fire and rescue
- \$408,000 for emergency medical services

In 2023, ESD #3 paid a total of \$839,202.00 to the City of Alvin for the following emergency services:

- \$419,202 for fire and rescue
- \$420,000 for emergency medical services

The 2024 proposed ESD #3 agreement with the City of Alvin will increase to a total of \$876,778.00 for the following emergency services:

- \$431,778 (\$12,576.00 increase) for fire and rescue
- \$445,000 (\$25,000.00 increase) for emergency medical services

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: 10/24/2023 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: _____

Supporting documents attached:

1. ESD3 Interlocal Agreement; 2024
-

Recommendation: Move to approve the 2024 Interlocal Agreement for Emergency Services with Brazoria County Emergency Services District #3 (ESD); and authorize the Mayor to sign upon legal review.

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Manager, if applicable: X

INTERLOCAL AGREEMENT FOR EMERGENCY SERVICES

This **INTERLOCAL AGREEMENT FOR EMERGENCY SERVICES** (herein "Agreement") is entered into effective the 1st day of January, 2024, by and between **BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3** ("DISTRICT"), a political subdivision of the State of Texas, organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775 of the Health and Safety Code and **THE CITY OF ALVIN, TEXAS** ("CITY OF ALVIN") for TEN AND NO/100 (\$10.00) DOLLARS, the mutual covenants and agreements herein contained, and other good and valuable consideration. Accordingly, **DISTRICT** and **CITY OF ALVIN** agree to the following:

I.

PARTIES

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3 is a political subdivision of the State of Texas, organized and operating in portions of Brazoria County, Texas under Chapter 775 of the Texas Health & Safety Code. **THE CITY OF ALVIN, TEXAS** is a municipal body politic of the State of Texas. Both DISTRICT and CITY OF ALVIN propose to enter into an Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The purpose of the Agreement is for CITY OF ALVIN to perform certain government functions and services for DISTRICT. Such government functions and services are limited to emergency medical services, emergency ambulance services, fire protection and suppression services to protect life and property from fire and conserve natural and human resources, and to provide rescue services (referred to herein as "emergency services") to persons and commercial interests located within the geographic boundaries of a portion of the DISTRICT (herein the "Service Area", as described and set forth in Exhibits "A1 - Fire" and "A2- EMS", attached hereto and incorporated by reference).

CITY OF ALVIN acknowledges and represents that it is familiar with the Service Area and agrees to provide the emergency services in accordance with this Agreement.

The parties, CITY OF ALVIN and DISTRICT, agree and acknowledge that CITY OF ALVIN shall in its sole discretion determine the manner in which to perform and deliver said emergency services, including the selection of the service provider. The parties, CITY OF ALVIN and DISTRICT, both agree and acknowledge that CITY OF ALVIN intends to select and assign the responsibility of providing such emergency services to the service area to Alvin Emergency Medical Services Department and Alvin Volunteer Fire Department, departments of the CITY OF ALVIN.

II.

TERM; EARLY TERMINATION

The term of this Agreement will be for a period beginning January 1, 2024, and ending December 31, 2024. Either party may terminate this Agreement upon six months written notice to the other party, along with a copy of same to the Alvin Emergency Medical Services Department and Alvin Volunteer Fire Department.

The term of this Agreement may be extended only upon the mutually signed agreement of both parties upon such terms and conditions as agreed to at that time.

III.

TERMS OF COMPENSATION

- (a) During the original term of this Agreement, the Compensation to be paid by DISTRICT to CITY OF ALVIN for the services to be provided by CITY OF ALVIN hereunder shall be as follows: DISTRICT to pay to CITY OF ALVIN an amount of **\$876,778.00** per annum. These payments shall be made in quarterly installments paid at the District's regular meetings held in January, April, July and October. The Parties agree that the distribution of the funds is to be **\$445,000.00** for emergency medical services and **\$431,778.00** for fire and rescue services.
- (b) In the event DISTRICT shall choose to terminate the Agreement during the term, the compensation paid to the date of termination shall be non-refundable. In the event CITY OF ALVIN terminates this Agreement during the term, the compensation paid or due and payable shall be refundable to

DISTRICT based on a pro rata basis (to wit, the percentage of the term completed as of the termination date).

- (c) The CITY OF ALVIN has the sole discretion to determine how these funds are expended.

IV.

LIMITATIONS ON REPRESENTATIONS AND WARRANTIES

CITY OF ALVIN agrees to use its best efforts in carrying out its duties under this Agreement, and represents that the quality of the emergency services provided will be equal to or better than the services that had been provided in the Service Area as of January 1, 2019. Neither CITY OF ALVIN nor Alvin Emergency Medical Services Department (including its employees, volunteers or members) nor Alvin Volunteer Fire Department (including its employees, volunteers or members) may waive or limit any grounds or basis of immunity or limitation of liability as a political subdivision or as a volunteer or emergency organization (as the case may be), including, but not limited to, V.T.C.A., Civil Practice & Remedies Code, Subchapter B. Tort Liability of Governmental Units, Section 101.001, et seq.

V.

DUTIES AND RESPONSIBILITIES OF THE CITY OF ALVIN AND THE DEPARTMENTS

- (a) CITY OF ALVIN agrees to provide the emergency services to the Service Area, as provided and subject to the limitations and provisions contained herein.

However, DISTRICT acknowledges that it recognizes that CITY OF ALVIN is a municipality with similar statutory obligations to its own corporate area and that the Alvin Emergency Medical Services Department and Alvin Volunteer Fire Department similarly provide similar emergency services to CITY OF ALVIN. DISTRICT further acknowledges that it recognizes that the providing of necessary emergency services to DISTRICT shall not be exclusive, but shall be rendered in the context of the CITY OF ALVIN's and Alvin Emergency Medical Services Department's and Alvin Volunteer Fire Department's emergency response protocols, including CITY OF ALVIN's use and reliance from time

to time on mutual aid agreements that it has or will have with other emergency services providers.

(b) CITY OF ALVIN shall provide the necessary manpower and equipment for the providing of the emergency services to the service area in accordance with this Agreement, and shall enter into and maintain reciprocal mutual aid agreements with surrounding EMS departments and fire departments when necessary or advisable.

(c) The Mayor of the CITY OF ALVIN or his/her designee shall be the liaison with DISTRICT.

(d) Notwithstanding anything in this Agreement which may be construed to the contrary, this interlocal agreement shall not operate as a merger, consolidation or annexation of one political subdivision by another.

(e) It is not the intention of the parties hereto to create a partnership or association. The duties and liabilities of CITY OF ALVIN and DISTRICT are intended to be separate and not joint or collective. Nothing contained in this Agreement and in any agreement made pursuant hereto shall ever be construed to create a partnership or association or impose a partnership duty, obligation or liability with respect to any one or more of the parties hereto.

(f) CITY OF ALVIN shall name DISTRICT as an additional insured on its liability insurance policies during the original and any extended term of this Agreement.

(g) CITY OF ALVIN, by and through its Emergency Medical Services Director and Fire Chief, shall furnish DISTRICT at or prior to the monthly meeting following the end of each fiscal quarter, a copy of the monthly reports listing the total number of runs made by Alvin Emergency Medical Services Department and Alvin Volunteer Fire Department within the Service Areas for the prior quarter. Failure to provide the required quarterly reports will result in the District withholding quarterly payments until the reports are received.

(h) CITY OF ALVIN will provide to the DISTRICT an audit, or portion of the City's audit, showing the funding and expenditures for EMS and fire services funded by the DISTRICT for the prior fiscal year. The audit will be provided to the DISTRICT no later than 60 days after it is completed and accepted by the CITY OF ALVIN.

VI.

DISPATCH COOPERATION

DISTRICT and CITY OF ALVIN both agree to cooperate in presenting any letters or Resolutions to the 911 Network and the CITY OF ALVIN's local dispatchers.

VII.

AUTOMATIC AMENDMENT

This Agreement shall be automatically amended to conform to any laws or city ordinances that are applicable to CITY OF ALVIN or DISTRICT. Should any of the provisions of this Agreement be in such conflict, the contrary provision of this Agreement shall be amended to conform to said law or ordinance.

VIII.

AMENDMENT BY MUTUAL AGREEMENT

This Agreement may be amended only by the mutually signed and written agreement of the parties.

IX.

ASSIGNABILITY

This Agreement shall not be assigned by either party regarding delivery of necessary emergency services by CITY OF ALVIN.

X.

MISCELLANEOUS

If any term or provision of this Agreement shall be held invalid or unenforceable, then the remainder of the Agreement, other than the invalid unenforceable part, shall not be affected thereby and each other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

This Agreement embodies the whole agreement of the parties and supersedes all previous communications, representations or agreements between the parties with respect to the matters contained herein.

XI.
NOTICES

All notices hereunder shall be in writing and delivered or sent Certified Mail, Return Receipt Requested to the parties at their addresses below. Notices sent to the District shall be copied to the District's counsel, Coveler & Peeler, P.C. at 820 Gessner, Suite 1710, Houston, Texas 77024.

XII.
VENUE AND CONTROLLING LAW

The validity, interpretation, and performance of this Contract shall be governed by the laws of the State of Texas. This Contract is fully performable and enforceable in Brazoria County, Texas wherein venue hereunder shall lie.

CITY OF ALVIN, TEXAS

By: _____
Print Name: _____
Title: _____

Address for Notice:

Date: _____

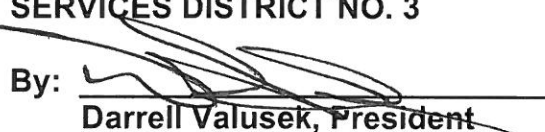
Acknowledged:

**ALVIN EMERGENCY MEDICAL
SERVICES DEPARTMENT**

By: _____
Print Name: _____
Title: _____

Address for Notice:

**BRAZORIA COUNTY EMERGENCY
SERVICES DISTRICT NO. 3**

By: 
Darrell Valusek, President

Address for Notice:

P.O. Box 1253
Manvel, TX 77578

Date: _____

Acknowledged:

**ALVIN VOLUNTEER
FIRE DEPARTMENT**

By: _____
Print Name: _____
Title: _____

Address for Notice:

EXHIBIT "A-1 Fire"

Alvin Fire District & Brazoria County Emergency Service District 3

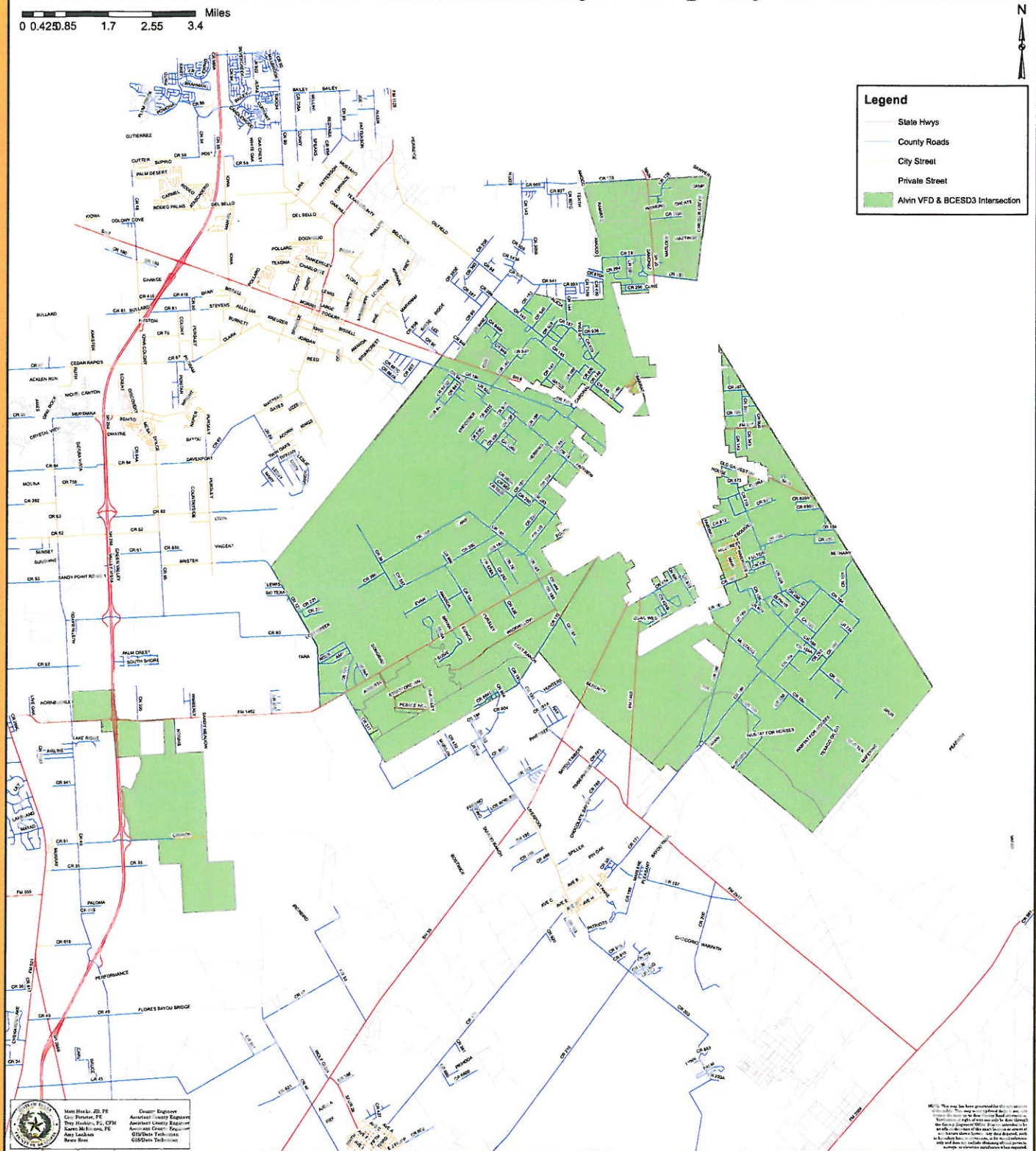
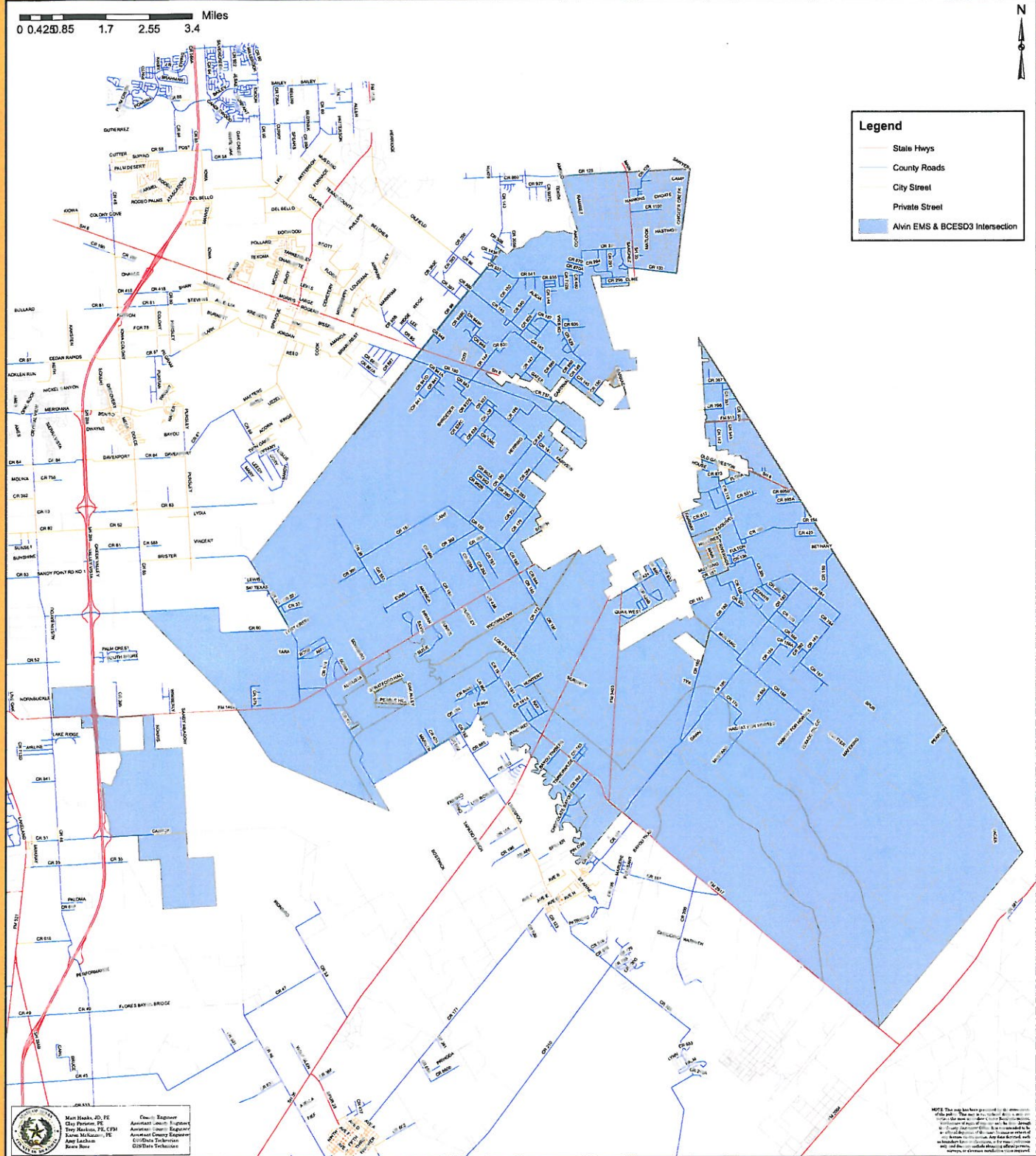


EXHIBIT "A-2 EMS"

Alvin EMS & Brazoria County Emergency Service District 3





AGENDA COMMENTARY

Meeting Date: 11/2/2023

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider an Interlocal Agreement for the Regional Stormwater Management Program.

Type of Item: Contract/Agreement

Summary: The City of Alvin has participated in the Regional Stormwater Management Program for the last ten (10) years. The Regional Stormwater Management Program consists of the City of Lake Jackson, the City of Clute, the City of Alvin, the City of Angleton, the City of Freeport, the City of Richwood, Brazoria County Drainage District 4, and the Brazoria County Conservation and Reclamation District 3.

The purpose of this agreement is to establish and implement a regional stormwater management program and associated permit application forms for the Texas Pollutant Discharge Elimination System Phase II Stormwater Discharge Permit, which is a requirement of the Texas Commission on Environmental Quality (TCEQ). This interlocal agreement is a five-year agreement which would be effective through September 30, 2028. The City has successfully completed two prior five-year agreements and this will be the third. By continuing to enter into this agreement, the City will continue to satisfy the TCEQ's stormwater discharge requirements, and allow the City to share the cost of the program with other entities. The City of Alvin will be cost sharing with the above entities to pay for the cost of the consulting firm, LJA Engineering, to implement the program.

The City's estimated budget for this program is as follows:

FY24 - \$14,000

FY25 - \$13,000

FY26 - \$13,000

FY27 - \$13,000

FY28 - \$13,000

Staff recommends approval.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐

Budgeted Item: Yes ☒ No ☐ N/A ☐

Funding Account: 312-5501-00-3100 **Amount:** \$14,000

1295 Form Required? Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒

Date Completed: 10/24/2023 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: _____

Supporting documents attached:

1. BC Storm Water Regional Interlocal Agreement

2. Estimated Budget

Recommendation: Move to approve an Interlocal Agreement for the Regional Stormwater Management Program.

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Manager, if applicable: X

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT FOR A REGIONAL STORMWATER
MANAGEMENT PROGRAM

WHEREAS, the Parties, which consist of the City of Lake Jackson, the City of Clute, the City of Alvin, the City of Angleton, the City of Freeport, the City of Richwood, Brazoria County (hereinafter called “Entities”), and Velasco Drainage District, Angleton Drainage District, Brazoria County Conservation and Reclamation District 3, and Brazoria County Drainage District 4 (hereinafter called “Districts”), agree that it would be advantageous to continue implementation of a regional stormwater management program and associated permit application forms for the Texas Pollutant Discharge Elimination System Phase II Stormwater Discharge Permit, which is required by the TCEQ in TPDES General Permit TXR040000 originally issued August 13, 2007 and subsequently renewed every five years; and

WHEREAS, the governing bodies of each party find that the subject of this agreement is necessary for the benefit of the public, and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this agreement; and

WHEREAS, the governing bodies of each party find that the performance of this agreement is in the common interest of all parties.

NOW THEREFORE, BE IT RESOLVED that the parties, pursuant to Chapter 791 of the Texas Government Code (Interlocal Cooperation Act) each acting through their respective governing bodies, hereby enter into this Interlocal Agreement.

I. RECITALS

All the recitals and preambles hereinabove stated are found to be true and correct and are incorporated herein and made a part of this agreement.

II. PURPOSE

The purpose of this agreement is to develop and implement a regional stormwater management program (SWMP) and associated permit application forms for the Texas Pollutant Discharge Elimination System (TPDES) Phase II Stormwater Discharge Permit (the Project).

III. Scope of Services

(a) Each Entity and District agrees to pay a proportionate share of the cost of every expense incurred in performing the Project. Estimated costs are attached as Exhibit A. Each Entity and District

understands that the proportionate costs shall increase or decrease as parties join or withdraw from this Agreement.

(b) Each Entity and District shall appoint one representative to the steering committee. Decisions to develop and implement the project shall be by a majority decision of the steering committee.

(c) Brazoria County will be responsible for drafting agreements related to consulting services necessary to implement the project. The agreements will be submitted to the steering committee before Brazoria County executes the agreements.

(d) All Entities and Districts will have an opportunity to review and provide input to the permit application and submittals prior to submission to TCEQ.

(e) Brazoria County will bill monthly the Entities/Districts for their share of the cost for implementation of the SWMP.

(f) All of the Entities and Districts shall pay said bill within 30 days of receipt.

IV. TERM OF AGREEMENT

The Effective Date of this Agreement is October 1, 2023.

This Agreement will be in effect for one year from the Effective Date hereof and will be considered automatically renewed for each succeeding year. This Agreement shall not be renewed past September 30, 2028.

V. AMENDMENTS

Amendments may be made to this Agreement upon the approval of the governing body of each Entity and District.

VI. WITHDRAWING FROM OR JOINING AGREEMENT

A party may withdraw from this Agreement, following a vote of its governing body, provided it has notified the steering committee of such action in writing at least 60 days before its intended withdrawal date. Withdrawal shall not relieve any Entity or District of any obligation incurred prior to the withdrawal.

Additional political subdivisions may become parties to this Agreement by first obtaining endorsement by the steering committee, approving the terms and conditions of the Agreement, providing funding support that shall be determined by the steering committee, providing a certified copy of a resolution or order by the political subdivision's governing body indicating its consent to join this Agreement, and affixing hereto the signature of its authorized representative indicating the date of approval of this Agreement by said entity.

VII. TERMINATION

This Agreement may be dissolved at any time by the written consent of a majority of the parties, in the event of the dissolution of the Agreement, whether voluntary or involuntary or by operation of law. Any funds remaining after payment of the debts and obligations accrued pursuant to this Agreement shall be returned to the Entities and Districts on an equal basis.

VIII. CURRENT REVENUES

Each party shall pay for the performances of services under this agreement from current revenues.

IX. DISCRIMINATION

No one, on the grounds of race, creed, color, national origin, disability, age, or gender, shall be subject to discrimination in the performance of this Agreement.

X. FORCE MAJEURE

No Party shall be deemed in violation of this Agreement if it cannot perform any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, act of God, acts of the public enemy, acts of superior governmental authority, riots, rebellion, sabotage, or other circumstances for which it is not responsible or which is not within its control.

XI. MISCELLANEOUS PROVISIONS

- a) Venue: Venue for any lawsuit involving this agreement shall be in Brazoria County, Texas.
- b) Choice of Law: This Agreement is governed by the laws of the State of Texas
- c) Entire Agreement: This Agreement constitutes the entire agreement between the Entities and Districts, and all negotiations and all understandings between the Parties are merged herein. The terms and conditions of this agreement specifically replace and supersede any prior discussions, terms, documents, correspondence, conversations, or other written or oral understanding not contained herein or specifically adopted by reference.
- d) Exhibits: All exhibits are attached and are incorporated into the agreement.
- e) Partial Invalidity: If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

- f) Survival: Any provisions which by their terms survive the termination of this agreement shall bind its legal representatives, heirs, and assigns as set forth herein.
- g) Assignment: The Parties shall not assign, transfer, or encumber any right or interest in this agreement, in whole or in part, without prior written approval of the other Party.
- h) Benefits: This agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their heirs, legal representative, executors, administrators, successors, and assigns.
- i) Amendments: This agreement can be supplemented and/or amended only by a dated written document executed by both parties.
- j) Gender: Words or any gender used in this agreement shall be held and constructed to include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.
- k) Multiple Copies: This agreement may be executed in multiple counterparts each of which constitutes an original.
- l) Article and Section Headings: The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this agreement.
- m) Misspelled Words: Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

This agreement shall take effect upon execution by all signatories.

BRAZORIA COUNTY

By _____

Title _____

Date _____

CITY OF LAKE JACKSON

By _____

Title _____

Date _____

CITY OF ALVIN

By _____

Title _____

Date _____

CITY OF FREEPORT

By _____

Title _____

Date _____

CITY OF CLUTE

By _____

Title _____

Date _____

**BRAZORIA COUNTY DRAINAGE
DISTRICT 4**

By _____

Title _____

Date _____

CITY OF ANGLETON

By _____

Title _____

Date _____

VELASCO DRAINAGE DISTRICT

By _____

Title _____

Date _____

ANGLETON DRAINAGE DISTRICT

By _____

Title _____

Date _____

CITY OF RICHWOOD

By _____

Title _____

Date _____

**BRAZORIA COUNTY CONSERVATION
AND RECLAMATION DISTRICT 3**

By _____

Title _____

Date _____

Brazoria County Stormwater Quality Coalition

Brazoria County, City of Lake Jackson, City of Angleton, City of Alvin, City of Freeport, City of Clute, City of Richwood,
Angleton DD, Velasco DD, Brazoria DD4, Brazoria C&R3

**Stormwater Management Program Implementation
Estimated Budget**

	Implementation Cycle 1 (FY 2024)	Implementation Cycle 2 (FY 2025)	Implementation Cycle 3 (FY 2026)	Implementation Cycle 4 (FY 2027)	Implementation Cycle 5 (FY 2028)
Key Implementation Activities by MCM					
1.0 Public Education, Outreach, and Involvement					
Development of Public Education Materials	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00
Annual SWMP Review					
Development and Maintenance of Stormwater Website					
Reproduction Costs for Flyers/Brochures					
Conduct Public Involvement Sessions					
SWMP Committee Meetings					
Record Maintenance/Data Entry					
2.0 Illicit Discharge Detection and Elimination					
Regulatory Compliance Assistance	\$19,500.00	\$19,500.00	\$19,500.00	\$19,500.00	\$19,500.00
Standard Operating Procedure Development					
Outfall Inspections/Mapping					
TCEQ Complaint Referral Assistance					
Maintain/Update Outfall Inventory Map					
Record Maintenance/Data Entry					
3.0 Construction Site Stormwater Runoff Control					
Regulatory Compliance Assistance	\$49,000.00	\$49,000.00	\$49,000.00	\$49,000.00	\$49,000.00
Standard Operating Procedure Development					
TCEQ Complaint Referral Assistance					
NOI Inventory Tracking					
Construction Plan Review Assistance					
Construction Site Inspections					
Record Maintenance/Data Entry					
4.0 Post-Construction Stormwater Management					
Regulatory Compliance Assistance	\$10,500.00	\$10,500.00	\$10,500.00	\$10,500.00	\$10,500.00
Standard Operating Procedure Development					
Inspection of Post-Construction Controls					
TCEQ Complaint Referral Assistance					
Record Maintenance/Data Entry					
5.0 Good Housekeeping for Municipal Operations					
MS4 Employee Training Programs	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00
Municipal Facility Inspections					
Pollution Prevention Plan Annual Review/Updates					
SOP Annual Review					
Maintain/Update MS4 Facility Inventory					
Record Maintenance/Data Entry					
TMDL/Impaired Water Bodies					
TMDL/Stakeholder Representation	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00
Annual Impaired Water Bodies Review					
Focused BMP Implementation					
Additional Services					
TCEQ Stakeholder Representation	\$31,500.00	\$20,500.00	\$20,500.00	\$20,500.00	\$20,500.00
Permit Renewal Tasks					
Development/Submittal of Annual Reports					
Total Annual Cost for Combined Activities	\$154,000.00	\$143,000.00	\$143,000.00	\$143,000.00	\$143,000.00
Total Annual Cost Per Entity (based on 11 coalition members)	\$14,000.00	\$13,000.00	\$13,000.00	\$13,000.00	\$13,000.00

*All scope items listed will be implemented in accordance with the measureable goals established in the Stormwater Management Program.

(Each implementation cycle will run from October 1st - September 30th)



AGENDA COMMENTARY

Meeting Date: 11/2/2023

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider an Agreement between Brazoria County and the City of Alvin for the City to receive \$237,500 from the Community Development Block Grant for waterline improvements along Bypass 35; and authorize the Mayor to sign the Agreement upon legal review.

Type of Item: Contract/Agreement

Summary: Every three years, Brazoria County is awarded Community Development Block Grant Funds from the Federal Government that it passes along to cities within Brazoria County for projects that will benefit low- and moderate-income areas of the City. The City of Alvin has received these funds every three years for the previous nineteen plus years and has historically used them to fund park and utility projects (alternating between the two). In order to receive these funds, the City is required to submit an application in the spring of the award year. The application must include projects that meet the County's criteria and are in low, and/or moderate-income areas of the City as determined by CDBG. This year, staff submitted an application for funds to replace 1,600 feet of 8 inch waterline along Bypass 35 between Fairway Drive and Jephson Lane. City Staff was notified by the County in early October that the project had been approved to receive CDBG grant funds in the amount of \$237,500 and that the agreement would follow. Staff recommends approval of the Agreement.

Funding Expected: Revenue ☒ Expenditure ☐ N/A ☐	Budgeted Item: Yes ☐ No ☐ N/A ☒
Funding Account: ☐	Amount: ☐
Legal Review Required: N/A ☐ Required ☒	1295 Form Required? Yes ☒ No ☐
Finance Review Required: N/A ☐ Required ☒	Date Completed: 10/30/2023 SLH
	Date Completed: _____

Supporting documents attached:

1. BC CDBG Subrecipient Agreement - Alvin 23
 2. South Bypass 35 Water Line Replacement Map
-

Recommendation: Move to approve an Agreement between Brazoria County and the City of Alvin for the City to receive \$237,500 from the Community Development Block Grant (CDBG) for waterline improvements along Bypass 35; and authorize the Mayor 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: ☒

**AGREEMENT BETWEEN
BRAZORIA COUNTY
AND
CITY OF ALVIN**

THIS AGREEMENT, entered into the 1st day of October, 2023 by and between Brazoria County (herein called the "Grantee") and City of Alvin (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; Entitlement Grant CFDA 14.218; Grant Number B-23-UC-48-0005; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

The Subrecipient will be responsible for administering a public infrastructure program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities approved under the 2023 Community Development Block Grant (CDBG) Program Action Plan:

ALVIN SOUTH BYPASS 35 WATERLINE REPLACEMENT- The city of Alvin will install approximately 1,600 linear feet of new C900 water line along South Bypass 35 to replace a section of schedule 40 PVC water line included valves, hydrants, fittings, service leads, and other materials associated with this section of line and replacement of faulty valves to aid in isolation of adjacent section of line.

II. NATIONAL OBJECTIVES

The Subrecipient certifies that the activities carried out with funds provided under this agreement will meet the CDBG Program's National Objective of (benefit low- and moderate-income persons, as defined in 24 CFR 570.208.

III. GOALS AND PERFORMANCE MEASURES

The Subrecipient will assist a public facility with approximately 2300 people, of which 73.3% are low- and moderate-income persons, with improved suitable living environment by providing access to improved waterlines.

IV. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of October, 2023 and end on the 31st day of December, 2024. The term of this Agreement and the provisions therein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income. The milestones for the proposed project shall be as follows:

Complete environmental review	3 months
Complete engineering proposals and award contract	1 month
Complete engineering design and contract documents	2 months

Advertise bids and award construction contract	1 month
Conduct preconstruction conference and issue Notice to Proceed	1 month
Complete construction	6 months
Final inspection and completion of Certificate of Construction Completion	<u>1 month</u>
Total:	<u>15 months</u>

V. PERFORMANCE MONITORING

The Grantee will monitor the performance of the Subrecipient against the goals, performance standards and construction milestones as stated herein. Substandard performance as determined by the Grantee will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension, or termination procedures will be initiated.

VI. GRANT AMOUNT

It is expressly understood that the maximum total amount to be paid by Grantee under this Agreement shall be Two Hundred Thirty-Seven Thousand Five Hundred Dollars (\$237,500.00). Furthermore, it is expressly understood by Subrecipient that Grantee's obligation under this Agreement is conditioned upon receipt of such funds from the U. S. Department of Housing and Urban Development.

Accordingly, notwithstanding anything herein to the contrary, the maximum liability of the Grantee under this Agreement shall be Two Hundred Thirty-Seven Thousand Five Hundred Dollars and No Cents (\$237,500.00), or the amount received from HUD, whichever is less.

VII. BUDGET

<u>Line Item</u>	<u>Amount</u>
<u>Water Line Installation</u>	\$237,500.00
Total	<u>\$237,500.00</u>

In addition, if the Grantee requires a more detailed budget breakdown, the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

VIII. PAYMENT

Invoices for payment must be signed by the Subrecipient and Engineer, if applicable, prior to submission for payment. Invoices for the payment of eligible expenses shall be submitted to the Grantee in accordance with the procedures as established by the Brazoria County Auditor's Office. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.302 & 305.

IX. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

L. M. "Matt" Sebesta, Jr., County Judge
Brazoria County
Brazoria County Courthouse
111 E. Locust, Suite 102A
Angleton, Texas 77515

Subrecipient

Gabe Adame
Mayor
City of Alvin
216 West Sealy
Alvin, Texas 77511

X. SPECIAL CONDITIONS

A. Water and/or Sewer Facilities Planning or Construction

Notwithstanding any other provisions of this Agreement, no funds provided under this Agreement may be obligated or expended for the planning or construction of water or sewer facilities until the Subrecipient's receipt of written notification from the Grantee that the U. S. Department of Housing and Urban Development has issued a release of funds on completion of the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and the U. S. Department of Housing and Urban Development's implementing regulations at 24 CFR Part 52.

B. New or Revised Water and/or Sewer Facilities Planning or Construction

As required under Executive Order 12372 and 24 CFR Part 52, the subrecipient shall receive written notification from the Grantee that the U. S. Department of Housing and Urban Development has issued a release of funds before obligating or expending any funds provided under this Agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under Executive Order 12372 and implementing regulations.

XI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U. S. Housing and Urban Development regulations concerning Community Development Block Grants). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this agreement to supplement rather than supplant funds otherwise available utilize funds available.

B. Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this agreement. The Grantee shall be exempt from payment of all

Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this agreement.

D. Workers' Compensation Insurance

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement, as required by State law.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to Two Hundred Thirty-Seven Thousand Five Hundred Dollars and No Cents (\$237,500.00). The Subrecipient shall comply with Brazoria County's local insurance requirements and the bonding requirements as set forth in 2 CFR 200.304 and 2 CFR 200.310, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

The Grantee may suspend this agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this agreement, or with any of the rules, regulations or provisions referred to herein and referenced in 2 CFR 200.338. The Grantee may also declare the Subrecipient ineligible for any further participation in the Grantee's Agreements, in addition

to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

Either party may terminate this agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph I above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, 2 CFR 200.339 shall apply in addition to all finished or unfinished documents, data studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this agreement shall, at the option of the Grantee, become the property of the Grantee. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination if applicable.

If a Subrecipient agreement is suspended or terminated, costs incurred are not allowable except as referenced in 2 CFR 200.342) and are due back to Grantee.

XII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200, Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E as applicable; for all costs incurred whether charged on a direct or indirect basis.

2. Cost Principles

If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR 200.400, Subpart E, "Cost Principles" and 24 CFR 570.503(b)(4) would apply.

If the Subrecipient is a non-profit organization or educational institution chartered under the laws of the State of Texas, the Subrecipient shall administer its program in conformance with 2 CFR 200, Subpart E, "Cost Principles", as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in Subpart J of 24 CFR Part 570.506 that are pertinent to the activities to be funded under this agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;

- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records determining the eligibility of activities or services;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and 2 CFR 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he or she has received final payment. Notwithstanding the above, if there is litigation claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Beneficiary Data

The Subrecipient shall maintain beneficiary data demonstrating that the activities carried out with the funds provided under this agreement meets one or more of the CDBG Program's National Objectives as defined in Subpart C of 24 CFR Part 570.208. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify property and equipment purchased, improved, or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in Subpart J of 24 CFR Part 570 and specifically 24 CFR 570.505, as applicable.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this agreement shall be made available to the Grantee, Grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or Grantor agency deems necessary, to audit, examine, and make transcripts or copies of all relevant

data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit if required by Federal law or regulation to be conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable, 2 CFR 200.500, Subpart F, Audit Requirements.

C. Additional Requirements

1. Program Income

The Subrecipient shall report "monthly" all program income as defined at Subpart J of 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement to the Grantee. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.503 and 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee. Any program income received after the expiration of this Agreement shall be paid to the Grantee as required by 24 CFR 570.503(b)(7).

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient. All invoices being submitted for reimbursements and/or payments must be received in the office of the Brazoria County Community Development Department within 30 days following the end of the Agreement period.

4. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the Brazoria County area (which includes Harris, Fort Bend, Galveston, and Matagorda counties) paid with funds provided under this Agreement.

5. Progress Reports

The Subrecipient shall submit regular progress reports to the Grantee in the form, content, and frequency as required by the Grantee as required by 24CFR 570.503(b)(2).

D. Procurement of Materials, Property or Services

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement, unless otherwise specified by the Grantee.

2. Build America, Buy America (BABA)

The Subrecipient agrees to comply with the Build America, Buy America (BABA) Act, 41 USC § 8301 et seq, enacted in the Infrastructure Investment and Jobs Act on November 15, 2021. Any CDBG funded construction, alteration, maintenance, or repair project using steel or iron, including buildings and real property, including housing, utilities, water systems (drinking water and wastewater), electrical transmission facilities and systems, broadband infrastructure, and transportation infrastructure projects, where the total of any federal financial assistance in the project is \$250,000 or greater, are subject to the Build America, Buy America Act where all iron and steel products used in the project must be produced in the United States.

The prime contractor and all subcontractors (all tiers) must comply with the requirements of the BABA Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, as applicable to the Community Development Block Grant (CDBG) infrastructure project. Pursuant to the U.S. Department of Housing and Urban Development's (HUD's) notice, "Public Interest Phased Implementation Waiver for FY2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

3. Procurement and Property Management Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.318-326, Subpart D, Procurement Standards, and shall subsequently follow 2 CFR 200, Subpart D, Property Standards, and 24 CFR 570.502, 24 CFR 570.503, 24 CFR 570.504, and 24 CFR 570.505 covering utilization and disposal of property. The Subrecipient shall maintain real property inventory records which clearly identify property and equipment purchased, improved, or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform with Subpart J of 24 CFR Part 570.502(a)(5) for real property and Subpart J of 24 CFR Part 570.502(a)(6) for equipment and 24 CFR 570.505, as applicable.

4. Use and Reversion of Assets:

The use and disposition of real property and equipment under this agreement shall be in compliance with the requirements of 2 CFR 200, Subpart D, Property Standards and 24

CFR 570, Subpart J, Grant Administration. Specific requirements include 2 CFR 200.311, 2 CFR 200.313, 2 CFR 200.314, 24 CFR 570.502, 24 CFR 570.503, 24 CFR 570.504 and 24 CFR 570.505, as applicable, which include but are not limited to the following:

- a. The Subrecipient shall transfer to the Brazoria County any funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- b. Real property within the recipient's control which was acquired or improved in whole or in part using under this Agreement using CDBG funds in excess of \$25,000.00 shall apply from the date CDBG funds are first spent for the property until five (5) years after closeout of an entitlement recipient's participation in the entitlement CDBG program or, with respect to other recipients, until five (5) years after the closeout of the grant from which the assistance to the property was provided as specified in 24 CFR 570.505. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed time period, the property is to be disposed of in a manner which results in Brazoria County being reimbursed in the amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment to Brazoria County shall constitute CDBG Program Income and shall be subject to the provisions of 24 CFR 570.489(e).
- c. Personal property, supplies, and equipment acquired under this Agreement shall revert to Brazoria County or disposition in compliance with 24 CFR 570.503(b)(7), unless Subrecipient continues to carry out the same Program for which said property, supplies, and equipment was acquired or the Subrecipient shall compensate Brazoria County for CDBG's share in compliance with 2 CFR 200.313(e), 2 CFR 200.314 and 24 CFR 570.502(a)(6).

XIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with 1) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606; 2) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974; and 3) the requirements in 570.606(d) governing optional relocation policies. [At the discretion of the Grantee, the Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced, as defined by 24 CFR 570.606 (b)(2), as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

XIV. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as amended; Title VIII of the Civil Rights Act of 1968 as amended; the Fair Housing Act (P. L. 90-284) Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063 as amended by EO 12259; and with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086, and 12107.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 670.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in Executive Order 11246 of September 24, 1965. The Grantee shall provide affirmative action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient, to the extent applicable, shall submit a plan for an Affirmative Action Program for approval prior to the disbursement of any funds to the Subrecipient.

2. Women- and Minority-Owned businesses (W/MBE)

The Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term “minority and female business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage American, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or sub-contractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD, or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provision stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the Subrecipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs XI (A), Civil Rights, and (B), Affirmative Action hereof, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U. S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under Agreements in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreement and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey-workers; provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

3. Section 3

A. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award Agreements for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

B. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

C. Subcontracts

The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontract with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement. The Subrecipient will not enter into any Agreement with contractors and /or subcontractors who have been debarred or prohibited from federal Agreements.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, U.S. Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200.112 and 24 CFR 570.611, which include (but not limited to) the following:

- a. The subrecipient shall maintain a written or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award of administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the subrecipient shall participate in the selection, or in the award or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) below regarding the certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification – (paragraph d)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in Subpart C of 24 CFR 570.200(j). An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

XV. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- 1. Clean Air Act, 42 U.S.C., 7401, *et seq.*
- 2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1314, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Act (FEMA) as having special flood hazards under the National Flood Insurance Program that flood insurance is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, Subparts A and B. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, treatment and precautions that should be taken when dealing with lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XVI. SEVERABILITY

If any provision of this agreement is held invalid, the reminder of the agreement shall not be affected thereby and all other parts of this agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first written above.

FOR SUBRECIPIENT:

FOR GRANTEE:

By: _____
Gabe Adame

By: _____
L. M. "Matt" Sebesta, Jr.

Title: Mayor

Title: County Judge

Date: _____

Date: _____

South Bypass 35 Waterline Replacement

Replace approximately 1,600 linear feet of 8" Schedule 40 PVC waterline along Bypass 35 with 8" C 900 PVC due to multiple and increasing pipe failures. Project limits will be along Bypass 35 from Fairway Drive south to Jephson Lane. Work will include all valves, fittings, and fire hydrants needed to put the new line in service, and replacement of existing valves on intersecting lines.





AGENDA COMMENTARY

Meeting Date: 11/2/2023

Department: Administration - Asst. City Manager

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

Agenda Item: Consider authorizing the placement of a 1940s-1950s era oil pump jack at the Alvin Historical Museum, located at 302 West Sealy St. as requested by the Alvin Museum Society.

Type of Item: Action Item

Summary: On June 1, 2023, Tom Stansel, representing the Alvin Museum Society, presented a request to the City, seeking authorization for the installation of an oil pump jack at the Alvin Historical Museum. The City Council advised the museum to coordinate with the engineering department to guarantee that this placement would not cause any disruption to underground utilities or encroach on easements. Following this, the inspections department received an engineered foundation drawing, and all utilities were confirmed to remain unaffected by this installation. If the City Council grants permission of this installation on city property, a permit will be granted.

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: 10/30/2023 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Picture of Pump Jack
2. Engineered Plans for Foundation
3. Placement Area @ Museum Picture 1
4. Placement Area @ Museum Picture 2

Recommendation: Move to authorize the placement of a 1940s-1950s era oil pump jack at the Alvin Historical Museum, located at 302 West Sealy St. as requested by the Alvin Museum Society.

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐

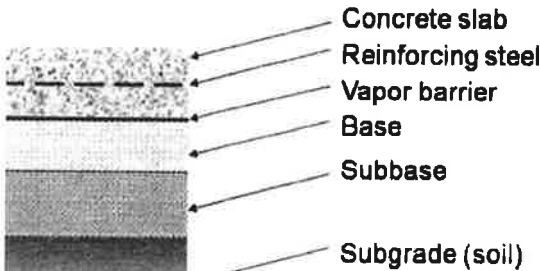
Reviewed by City Manager, if applicable: ☒

Alvin Museum Society
PRELIMINARY PROPOSAL FOR FUTURE PROJECT

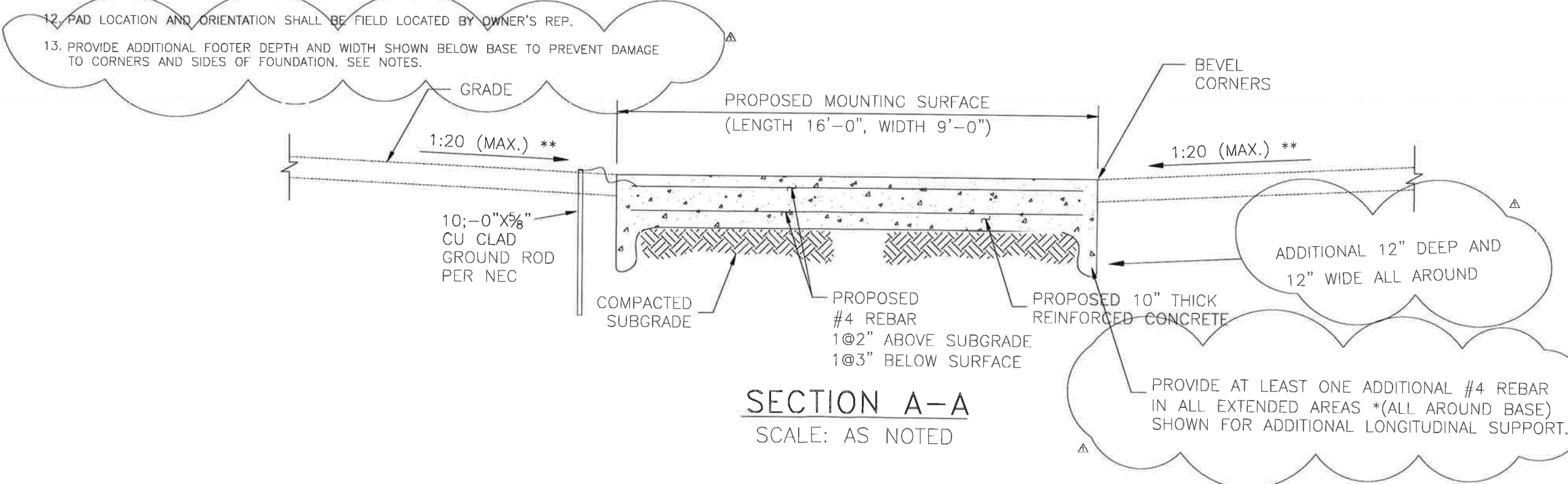


NOTES:

- 1. THIS DRAWING APPLIES TO PROPERTY ADJACENT TO ALVIN MUSEUM, ALVIN, TEXAS.
- 2. PROVIDE 5000 PSI CONCRETE THROUGHOUT.
- 3. PREPARE SUBGRADE SURFACE AS PER ASSOCIATED INSTRUCTIONS SHOWN ON THIS SHEET.
- 4. ALL EDGES OF CONCRETE TO BE FINISHED ROUNDED AND SMOOTH (1/2" BEVEL).
- 5. #4 REBARS TO BE ON 12" CENTERS AND BE RUN BOTH PARALLEL AND PERPENDICULAR. REBARS TO BE WIRE TIED AT ALL INTERSECTIONS AND TOP LAYER SHALL BE ELECTRICALLY CONNECTED TO BOTTOM LAYER.
- 6. SUPPORT REBAR AS REQUIRED WITH APPROPRIATELY SIZED CHAIRS.
- 7. A QUANTITY OF FOUR (4) APPROXIMATELY 1" MOUNTING HOLES SHALL BE DRILLED INTO THE CONCRETE AT THE LOCATION OF THE EXISTING MOUNTING HOLES IN THE EXISTING PUMP JACK FRAME. COORDINATE EXACT REQUIREMENTS WITH OWNER'S REPRESENTATIVE.
- 8. PROVIDE AND INSTALL FOUR (4) M8-304-75MM STAINLESS STEEL CONCRETE WEDGE ANCHOR COMPRESSION TYPE BOLTS IN FRAME AND ATTACH TO CONCRETE. COORDINATE EXACT SELECTION WITH OWNER'S REP.
- 9. SPECIAL INSTRUCTION: AN APPROXIMATELY 2" DIAMETER SUCKER ROD SHALL BE INSTALLED AT APPROXIMATELY 29 INCHES FORWARD OF THE FRAME FRONT MEMBER. IT SHALL BE EXTENDED BELOW THE CONCRETE TO THE SUB BASE. COORDINATE EXACT LOCATION AND PLACEMENT WITH OWNER'S REP. IT SHALL BE INSTALLED PRIOR TO THE CONCRETE POUR, CONCRETE SHALL BE FINISHED WITH THE SUCKER ROD IN PLACE.
- 10. PROVIDE AN EPOXY FINISH ON BOTTOM OF THE EXISTING PUMP JACK RAILS WHERE THE SURFACE OF THE RAILS SIT ON THE CONCRETE TO AVOID BUILDUP OF RUST BETWEEN THE RAILS AND THE CONCRETE. (OR PROVIDE 6 MIL POLY VAPOR BARRIER) COORDINATE THIS REQUIREMENT WITH OWNER'S REP.
- 11. COPPER CLAD GROUND ROD AS SHOWN TO BE INSTALLED ADJACENT TO PAD IN NON-TRAFFIC AREA. PROVIDE EXOTHERMIC WELD CONNECTION BETWEEN WIRE AND GROUND ROD AND BETWEEN WIRE AND WIRE CONCRETE GRID. WIRE TO BE #4 AWG (XHHW) COPPER NON-STRANDED. ATTACH GROUND ROD (EXOTHERMICALLY) TO AT LEAST THREE LOCATIONS WITHIN THE CONCRETE GRID. FIELD ROUTE GROUND WIRE IN SHORTEST, MOST EXPEDITIOUS MANNER. COORDINATE LOCATION, ROUTING, AND OTHER REQUIREMENTS WITH OWNER'S REP.
- 12. PAD LOCATION AND ORIENTATION SHALL BE FIELD LOCATED BY OWNER'S REP.
- 13. PROVIDE ADDITIONAL FOOTER DEPTH AND WIDTH SHOWN BELOW BASE TO PREVENT DAMAGE TO CORNERS AND SIDES OF FOUNDATION. SEE NOTES.



SUBBASE REQUIREMENTS
SCALE: NONE



JAMES E. THOMPSON & ASSOCIATES, CONSULTING ENGINEERS
MEP DESIGN & CONST
First National Bank Building
1600 East Highway 6, Suite 331
Alvin, Texas 77511
T: (832)526-0160

• Mechanical & Electrical •
• Plumbing Design •
• Construction Mgt •
• Firm Registration #1288 •

RECORD OF ISSUE	Issue:	CITY OF ALVIN, TEXAS			
Revision	Date:	08/23/23			
Client					
Architect					
Engineer					
General Contractor					
Sub-contractor					



**ALVIN MUSEUM
PUMP JACK DISPLAY**
302 WEST SEALY
ALVIN, TX 77511

Project Name:	Name	Date
Drawn By:	SR	08/23/23
Check By PIG:	JET	08/23/23
Check By HM:	JET	08/23/23
Approved By:	JET	08/23/23

Date Created: 08/23/23
Project Number: -

Drawing Title:
PUMP JACK DISPLAY

Sheet Number:
1







AGENDA COMMENTARY

Meeting Date: 11/2/2023

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a master preliminary plat of Georgetown Section 2 (located along the east side of FM 528 between Victory Lane and Mandale Road), being a subdivision of 42.6 acres located in the I&GN RR Co Survey, Block 1, Section 22, Abstract 740, I&GN RR Co Survey, Block 1, Section 22, Abstract 693 and Hooper & Wade Survey, Section 22, Abstract 491, City of Alvin, Brazoria County, Texas.

Type of Item: Plat

Summary: On September 25, 2023, the Engineering Department received the master preliminary plat of Georgetown Section 2 for review. The property is located along the east side of FM 528 between Victory Drive and Mandale Road. This master preliminary plat consists of 71 single-family residential lots, 9 reserves, and 6 blocks, and complies with the City of Alvin's Subdivision Ordinance.

The City Planning Commission approved the plat with 6 members voting for and 1 member voting against the plat at their meeting on October 17, 2023. The dissent was based on the pending changes made to the subdivision ordinance increasing minimum lot widths and sizes that Council will consider at their meeting on November 2, 2023.

Staff recommends approval of the plat.

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: 10/30/2023 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Georgetown Plat
-

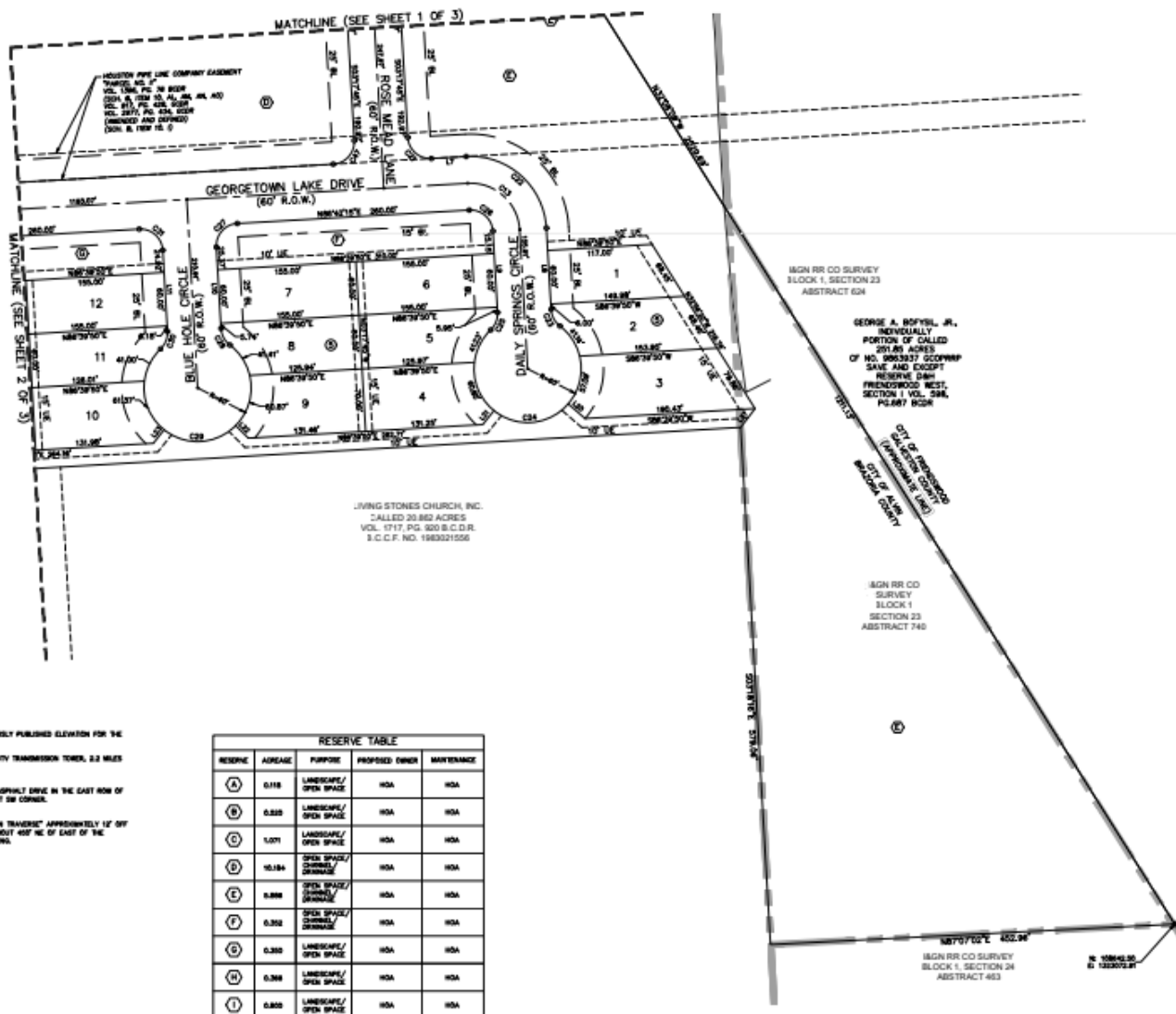
Recommendation: Move to approve a master preliminary plat of Georgetown Section 2 (located along the east side of FM 528 between Victory Lane and Mandale Road), being a subdivision of 42.6 acres located in the I&GN RR Co Survey, Block 1, Section 22, Abstract 740, I&GN RR Co Survey, Block 1, Section 22, Abstract 693 and Hooper & Wade Survey, Section 22, Abstract 491, City of Alvin, Brazoria County, Texas.

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: ☒



VICINITY MAP
SCALE 1"=2000'
MAP REF: KEY MAP #656 B/C

LEGEND

- FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
- ACRE SET 5/8" IRON ROD (90)
- AC = ACRE
- AE = ADJUTANT EASEMENT
- SE = SEWAGE EASEMENT
- SEW = SEWAGE EASEMENT
- WLE = WATER LINE EASEMENT
- UE = UTILITY EASEMENT
- EE = ELECTRICAL EASEMENT
- BL = BUILDING LINE
- R = RIGHT-OF-WAY
- ST = SQUARE FEET
- IN = IRON ROD
- PD = POUND
- CS = COMPENSATING OPEN SPACE
- SCOR = SALVADOR COUNTY MAP RECORDS
- BCOR = BRAZORIA COUNTY DEED RECORDS
- OCOR = GALVESTON COUNTY DEED RECORDS
- ECORP = GALVESTON COUNTY PUBLIC RECORDS OF REAL PROPERTY
- GCOR = GALVESTON COUNTY FLOOD CONTROL DISTRICT
- OPRINC = OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY ISSUES
- GOOF = GALVESTON COUNTY CLIENTS FILE NUMBER
- BCOF = BRAZORIA COUNTY CLIENTS FILE NUMBER

**MASTER PRELIMINARY PLAT OF
GEORGETOWN
SECTION 2**

A SUBDIVISION OF 42.648 ACRES
LOCATED IN THE 1/4GN RR CO SURVEY,
BLOCK 1, SECTION 22, ABSTRACT 740, 1/4GN RR CO SURVEY,
BLOCK 1, SECTION 22, ABSTRACT 693 AND HOOPER & WADE
SURVEY, SECTION 22, ABSTRACT 491
CITY OF ALVIN, BRAZORIA COUNTY, TEXAS

71 LOTS 9 RESERVES 6 BLOCKS
SCALE: 1"= 60' OCTOBER 11, 2023

OWNER:
CHRIS LINDHART
DULHORTON-TEXAS, LTD.,
A TEXAS LIMITED LIABILITY PARTNERSHIP
6744 HORTON VISTA DRIVE, SUITE 100
RICHMOND, TEXAS 77467
281-566-2100

**PAPE-DAWSON
ENGINEERS**

HOUSTON SAN ANTONIO AUSTIN FORT WORTH DALLAS
10000 RICHMOND AVE, STE 300 | HOUSTON, TX 77066 | 713-488-0800
10001 FIVE MILE 17000 ONE MILE | TOMBALL, TX 77452 | 281-360-0777



AGENDA COMMENTARY

Meeting Date: 11/2/2023

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a master preliminary plat of Magnolia Trails (located along the east side of FM 2403 1.5 miles south of the Johnson St. and State Highway 35 intersection), being a subdivision of 141.1 acres of land out of the William Harris 2/3 League, Abstract 72, City of Alvin, Brazoria County, Texas.

Type of Item: Plat

Summary: On September 25, 2023, the Engineering Department received the master preliminary plat of Magnolia Trails for review. The property is located along the east side of FM 2403, 1.5 miles south of the Johnson St. and State Highway 35 intersection. This master preliminary plat consists of 361 single-family residential lots, 15 reserves, 3 sections, and 14 blocks, and complies with the City of Alvin's Subdivision Ordinance.

The City Planning Commission approved the plat with 6 members voting for and 1 member voting against the plat, at their meeting on October 17, 2023. The dissent was based on the pending changes made to the subdivision ordinance increasing minimum lot widths and sizes that Council will consider at their meeting on November 2, 2023.

Staff recommends approval of the plat.

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: 10/30/2023 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Magnolia Trails Plat
-

Recommendation: Move to approve a master preliminary plat of Magnolia Trails (located along the east side of FM 2403 1.5 miles south of the Johnson St. and State Highway 35 intersection), being a subdivision of 141.1 acres of land out of the William Harris 2/3 League, Abstract 72, City of Alvin, Brazoria County, Texas.

Reviewed by Department Head, if applicable: ☒

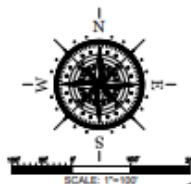
Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒

SECTION	TRACT	ACRES	OWNER
1	1301-1302	2.100	ADRIANA AMADOR & BEATRICE PEREZ
2	1303-1304	2.100	ADRIANA AMADOR & BEATRICE PEREZ
3	1305-1306	2.100	ADRIANA AMADOR & BEATRICE PEREZ
4	1307-1308	2.100	ADRIANA AMADOR & BEATRICE PEREZ
5	1309-1310	2.100	ADRIANA AMADOR & BEATRICE PEREZ
6	1311-1312	2.100	ADRIANA AMADOR & BEATRICE PEREZ
7	1313-1314	2.100	ADRIANA AMADOR & BEATRICE PEREZ
8	1315-1316	2.100	ADRIANA AMADOR & BEATRICE PEREZ
9	1317-1318	2.100	ADRIANA AMADOR & BEATRICE PEREZ
10	1319-1320	2.100	ADRIANA AMADOR & BEATRICE PEREZ
11	1321-1322	2.100	ADRIANA AMADOR & BEATRICE PEREZ
12	1323-1324	2.100	ADRIANA AMADOR & BEATRICE PEREZ
13	1325-1326	2.100	ADRIANA AMADOR & BEATRICE PEREZ
14	1327-1328	2.100	ADRIANA AMADOR & BEATRICE PEREZ
15	1329-1330	2.100	ADRIANA AMADOR & BEATRICE PEREZ
16	1331-1332	2.100	ADRIANA AMADOR & BEATRICE PEREZ
17	1333-1334	2.100	ADRIANA AMADOR & BEATRICE PEREZ
18	1335-1336	2.100	ADRIANA AMADOR & BEATRICE PEREZ
19	1337-1338	2.100	ADRIANA AMADOR & BEATRICE PEREZ
20	1339-1340	2.100	ADRIANA AMADOR & BEATRICE PEREZ
21	1341-1342	2.100	ADRIANA AMADOR & BEATRICE PEREZ
22	1343-1344	2.100	ADRIANA AMADOR & BEATRICE PEREZ
23	1345-1346	2.100	ADRIANA AMADOR & BEATRICE PEREZ
24	1347-1348	2.100	ADRIANA AMADOR & BEATRICE PEREZ
25	1349-1350	2.100	ADRIANA AMADOR & BEATRICE PEREZ
26	1351-1352	2.100	ADRIANA AMADOR & BEATRICE PEREZ
27	1353-1354	2.100	ADRIANA AMADOR & BEATRICE PEREZ
28	1355-1356	2.100	ADRIANA AMADOR & BEATRICE PEREZ
29	1357-1358	2.100	ADRIANA AMADOR & BEATRICE PEREZ
30	1359-1360	2.100	ADRIANA AMADOR & BEATRICE PEREZ
31	1361-1362	2.100	ADRIANA AMADOR & BEATRICE PEREZ
32	1363-1364	2.100	ADRIANA AMADOR & BEATRICE PEREZ
33	1365-1366	2.100	ADRIANA AMADOR & BEATRICE PEREZ
34	1367-1368	2.100	ADRIANA AMADOR & BEATRICE PEREZ
35	1369-1370	2.100	ADRIANA AMADOR & BEATRICE PEREZ
36	1371-1372	2.100	ADRIANA AMADOR & BEATRICE PEREZ
37	1373-1374	2.100	ADRIANA AMADOR & BEATRICE PEREZ
38	1375-1376	2.100	ADRIANA AMADOR & BEATRICE PEREZ
39	1377-1378	2.100	ADRIANA AMADOR & BEATRICE PEREZ
40	1379-1380	2.100	ADRIANA AMADOR & BEATRICE PEREZ
41	1381-1382	2.100	ADRIANA AMADOR & BEATRICE PEREZ
42	1383-1384	2.100	ADRIANA AMADOR & BEATRICE PEREZ
43	1385-1386	2.100	ADRIANA AMADOR & BEATRICE PEREZ
44	1387-1388	2.100	ADRIANA AMADOR & BEATRICE PEREZ
45	1389-1390	2.100	ADRIANA AMADOR & BEATRICE PEREZ
46	1391-1392	2.100	ADRIANA AMADOR & BEATRICE PEREZ
47	1393-1394	2.100	ADRIANA AMADOR & BEATRICE PEREZ
48	1395-1396	2.100	ADRIANA AMADOR & BEATRICE PEREZ
49	1397-1398	2.100	ADRIANA AMADOR & BEATRICE PEREZ
50	1399-1400	2.100	ADRIANA AMADOR & BEATRICE PEREZ
51	1401-1402	2.100	ADRIANA AMADOR & BEATRICE PEREZ
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97	1493-1494	2.100	ADRIANA AMADOR & BEATRICE PEREZ
98	1495-1496	2.100	ADRIANA AMADOR & BEATRICE PEREZ
99	1497-1498	2.100	ADRIANA AMADOR & BEATRICE PEREZ
100	1499-1500	2.100	ADRIANA AMADOR & BEATRICE PEREZ

SOUTH MEADOWS SEC 3
V-21/P-61, 62, S.O.M.R.



VELOCITY MAP
(NOT TO SCALE)

- GENERAL NOTES:
1. "B.L." INDICATES BUILDING LINE
 2. "U.E." INDICATES UTILITY EASEMENT
 3. ALL LOT WIDTH AND DEPTH DIMENSIONS ARE APPROXIMATE AND LOT WIDTHS ARE MEASURED AT THE FRONT BUILDING LINE.
 4. UNLESS OTHERWISE INDICATED, THE BUILDING LINE OR SETBACK LINE, WHETHER ONE OR MORE, SHOWN ON THIS SUBDIVISION PLAN ARE ESTABLISHED TO EVIDENCE COMPLIANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 21, CODE OF ORDINANCES, CITY OF ALVIN, TEXAS, IN EFFECT AT THE TIME THIS PLAN WAS APPROVED, WHICH MAY BE AMENDED FROM TIME TO TIME.

DISCLAIMER AND LIMITED WARRANTY
THIS PRELIMINARY SUBDIVISION PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF ALVIN SUBDIVISION ORDINANCES IN EFFECT AT THE TIME THIS PLAN WAS PREPARED ALONG WITH ANY VARIANCES OR VARIANCES TO THE PROVISIONS THEREOF WHICH ARE SUBSEQUENTLY GRANTED BY THE ALVIN PLANNING AND ZONING COMMISSION AND/OR CITY COUNCIL. THIS PRELIMINARY PLAN WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND NEITHER PRO-SURV SURVEYING AND MAPPING SERVICES, NOR ANY OF ITS OFFICIALS, DIRECTORS OR EMPLOYEES, MAKES ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING THE DESIGN, LOCATION, QUALITY OR CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAN.

MASTER PRELIMINARY PLAT OF

MAGNOLIA TRAILS

A SUBDIVISION BEING 141.115 ACRES OF LAND
OUT OF THE WILLIAM HARRIS 2/3 LEAGUE,
ABSTRACT 72,
CITY OF ALVIN, BRAZORIA COUNTY, TEXAS

3 SECTIONS 361 LOTS 15 RESERVES IN 14 BLOCKS

OCTOBER 18, 2023

MAGNOLIA TRAILS MASTER
PRELIMINARY PLAT

PRO-SURV
SURVEYING & MAPPING SERVICES

P.O. BOX 3566
FRIENDSWOOD, TX 77544
PHONE: 281-444-5113
EMAIL: orders@prosurv.net
T.B.P.E.L.S. FORM #2023-1900

© 2023 PRO-SURV ALL RIGHTS RESERVED

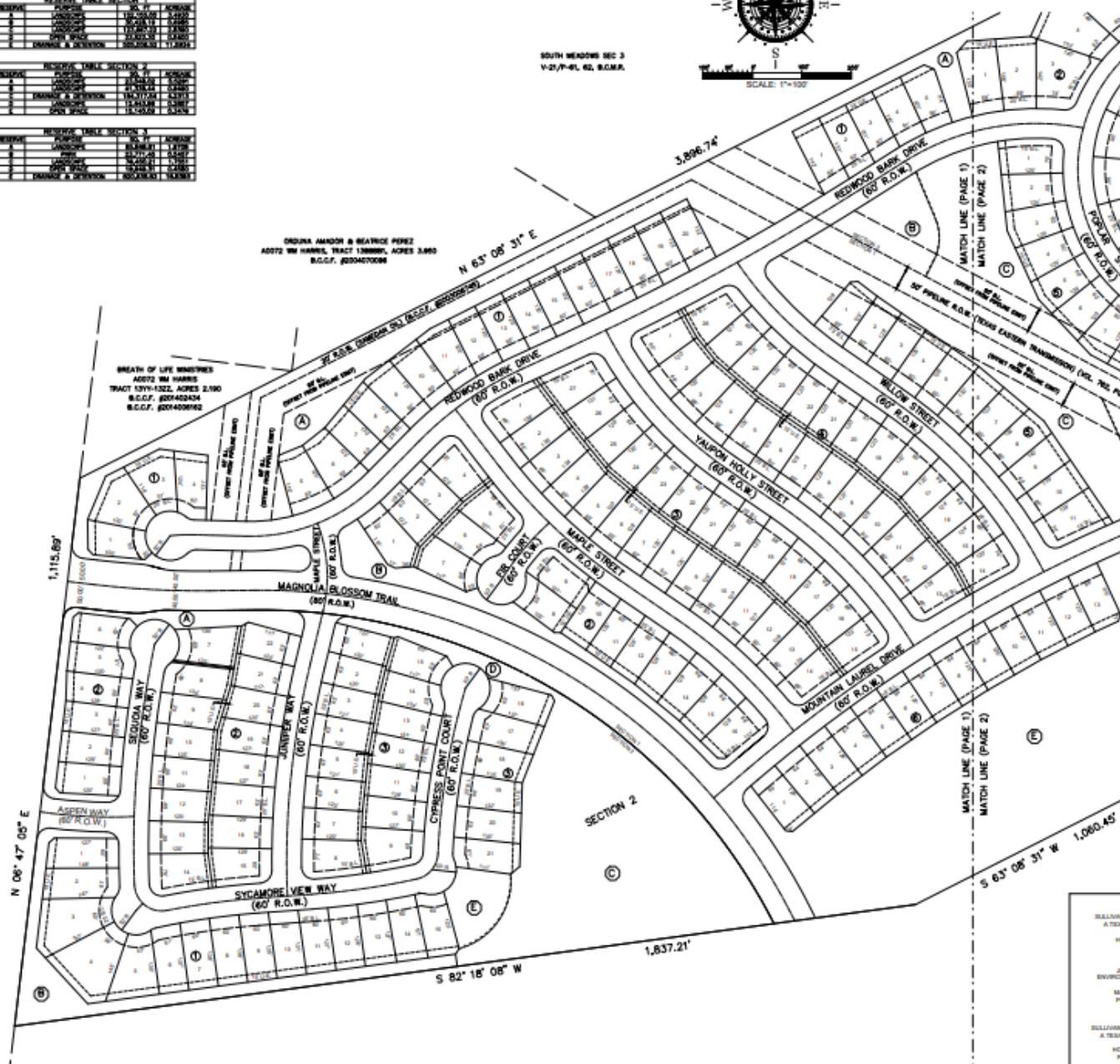
PAGE 1 OF 2

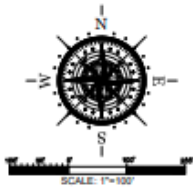
OWNER:
SULLIVAN BROTHERS BUILDERS, LTD.
A TEXAS LIMITED PARTNERSHIP
P.O. BOX 13108
HOUSTON, TEXAS 77218
PHONE: 713.880.3888

ENGINEER:
JWA ENGINEERING &
ENVIRONMENTAL SERVICES, INC.
6025 FM 1124
MAYFIELD, TEXAS 77579
PHONE: 281.689.5000

RECORDING:
SULLIVAN BROTHERS BUILDERS, LTD.
A TEXAS LIMITED PARTNERSHIP
P.O. BOX 13108
HOUSTON, TEXAS 77218
PHONE: 713.880.3888

F.M. 2403
120' R.O.W. (STATE OF TEXAS)
(V-274/P-62, D.R.B.C.)
(V-1032/P-975, D.R.B.C.)





VICINITY MAP
(NOT TO SCALE)

KEY MAP 101

PUGH DOWNTOWN & CONNIE L.
ADJ. 14 ACRES 48.875 (ALVN)
B.C.F. #014024734

PUGH DOWNTOWN & CONNIE L.
ADJ. 14 ACRES 48.875 (ALVN)
B.C.F. #014024734

MASTER PRELIMINARY PLAT OF

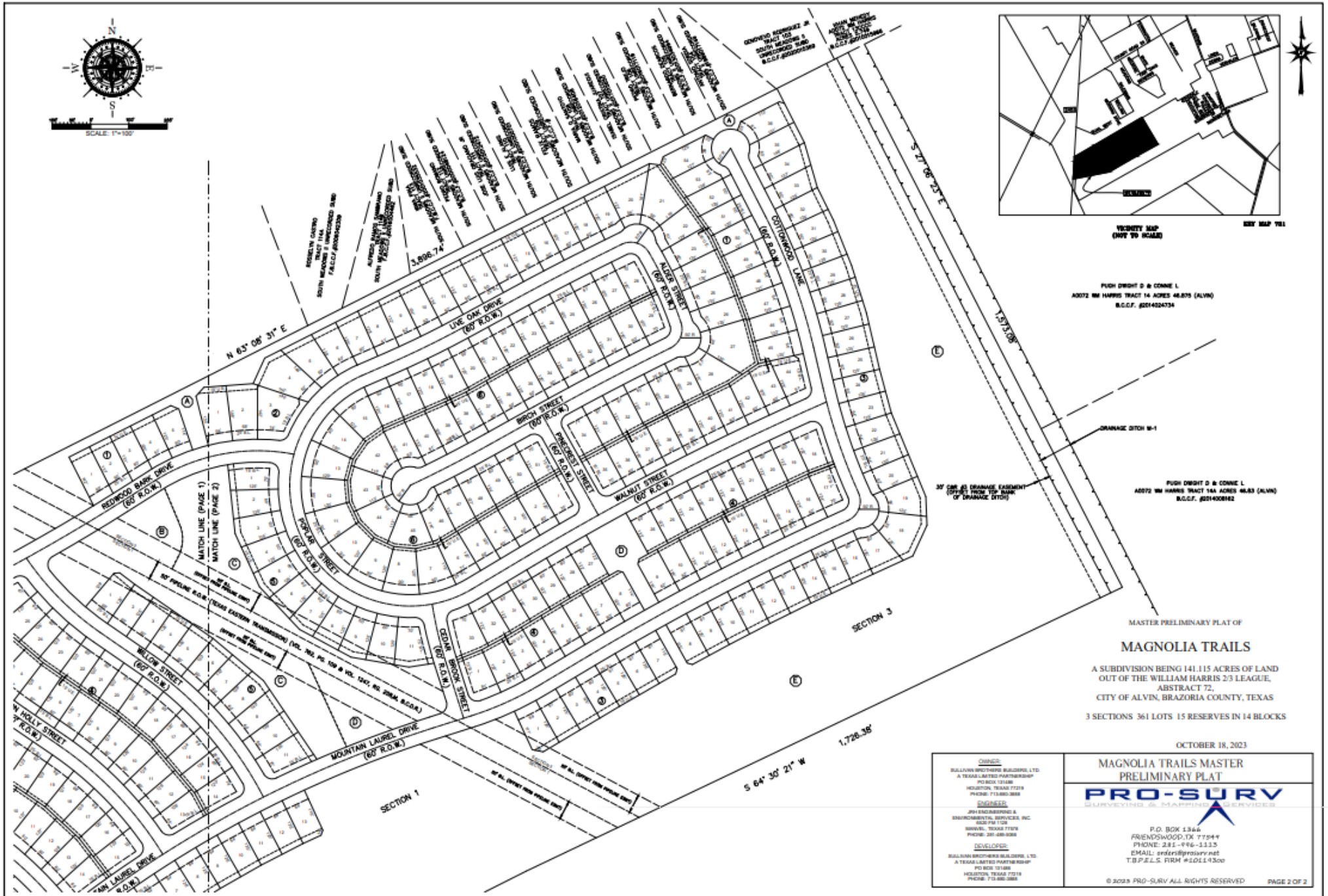
MAGNOLIA TRAILS

A SUBDIVISION BEING 141.115 ACRES OF LAND
OUT OF THE WILLIAM HARRIS 2/3 LEAGUE,
ABSTRACT 72,
CITY OF ALVIN, BRAZORIA COUNTY, TEXAS

3 SECTIONS 361 LOTS 15 RESERVES IN 14 BLOCKS

OCTOBER 18, 2023

OWNER: BULLMAN BROTHERS BUILDERS, LTD. A TEXAS LIMITED PARTNERSHIP P.O. BOX 13188 HOUSTON, TEXAS 77254 PHONE: 713.880.3888 DESIGNER: 20th ENGINEERING & ARCHITECTURAL SERVICES, INC. 6025 FM 1125 DALLAS, TEXAS 75249 PHONE: 214.488.0000 DEVELOPER: BULLMAN BROTHERS BUILDERS, LTD. A TEXAS LIMITED PARTNERSHIP P.O. BOX 13188 HOUSTON, TEXAS 77254 PHONE: 713.880.3888	MAGNOLIA TRAILS MASTER PRELIMINARY PLAT PRO-SURV SURVEYING & MAPPING SERVICES P.O. BOX 1366 FRIENDSWOOD, TX 77544 PHONE: 281-996-1115 EMAIL: orders@prosurv.net T.B.P.E.S. FIRM #02619300 © 2023 PRO-SURV ALL RIGHTS RESERVED PAGE 2 OF 2
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AGENDA COMMENTARY

Meeting Date: 11/2/2023

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider Ordinance 23-BB, amending Chapter 21, Subdivisions and Property Development, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article III. Minimum Requirements for Subdivision and/or Resubdivision and Article VI. Planned Unit Developments, providing for penalties; providing for severability; and setting forth other provisions related thereto.

Type of Item: Ordinance

Summary: (Michael Medwedeff, Assistant City Engineer, will be presenting this one since these are recommendations from the City Planning Commission)

This Ordinance is amending Chapter 21, Subdivision and Property Development, of the City of Alvin Code of Ordinances. The proposed changes were discussed and recommended by the City Planning Commission at their meetings on August 15, 2023 and September 19, 2023. The changes in summary are:

- Sec 21-37(a) - Changing the front setback for residential lots from 25 feet to 30 feet, the rear setback from 10 feet to 15 feet, and the side setback from 5 feet to 10 feet.
- Sec. 21-37(b) - Changing the lot width from 60 feet to 70 feet, the lot area from 7,000 square feet to 8,000 square feet and adding a provision that impervious cover cannot exceed 50% of the lot area for residential lots.
- Sec. 21-110(c)(1) - Adding aesthetic lighting to all of the approved amenities in this section.
- Sec. 21-110(c)(2) - Adding a swimming pool with restrooms and clubhouse to the PUD park requirement, adding a splash pad as an optional requirement, and removing basketball/tennis courts as optional amenities.
- Sec.21-110(c)(5) – Added Planning Commission approval of the preliminary design of all amenities to meet the 7% common area requirement.
- Sec. 21-110(c)(7) – Adding the requirement for fencing/barrier between splash pads and pools.

If approved, these amendments will apply to all new subdivision plat submittals where a Master Preliminary Plat or Development Agreement has not been previously approved by City Council.

Staff recommends approval of Ord. 23-BB.

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: 10/30/2023 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Ord 23-BB Chapter 21; Subdivision Prop Dev Amendment
 2. 9/19/23 Planning Commission Minutes
 3. 8/15/23 Planning Commission Minutes
-

Recommendation: Move to approve Ordinance 23-BB, amending Chapter 21, Subdivisions and Property Development, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article III. Minimum Requirements for Subdivision and/or Resubdivision and Article VI. Planned Unit Developments; providing for penalties; providing for severability; and setting forth other provisions related thereto.

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

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

ORDINANCE NO. 23-BB

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 21, SUBDIVISIONS AND PROPERTY DEVELOPMENT, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING ARTICLE III. MINIMUM REQUIREMENTS FOR SUBDIVISION AND/OR RESUBDIVISION, AND ARTICLE VI. PLANNED UNIT DEVELOPMENTS; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City Council of the City of Alvin is continually reviewing the provisions of the City Code of Ordinances to ensure that it meets the current needs of the City and that the procedures herein reflect standard practice; and

WHEREAS, the City Council of the City of Alvin desires to promote the health, safety, and general welfare of its citizens;

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

Section 1. That Chapter 21, Subdivisions and Property Development, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

Chapter 21 – SUBDIVISIONS AND PROPERTY DEVELOPMENT

...

ARTICLE III. MINIMUM REQUIREMENTS FOR SUBDIVISION AND/OR RESUBDIVISION

Sec. 21-32. Established.

The subdivider shall comply with the following minimum requirements before consideration will be given to any final plat of any subdivision or resubdivision within the city limits of the City of Alvin or within the ETJ of the City of Alvin. The provisions of this article that do not conflict with section 21-24 shall apply to abbreviated plats.

...

Sec. 21-37. Lots.

- (a) *Minimum setback lines.* Minimum front residential building setback lines shall be at least ~~thirty (30) twenty-five (25)~~ feet. Minimum side setback lines shall be fifteen (15) feet on corner lots only when abutting another rear yard and when driveways are limited to front only. Lots abutting across walkways shall be treated as corner lots. Minimum rear residential, ~~commercial, business and industrial~~ setback lines shall be ~~fifteen (15) ten (10)~~ feet. Minimum side residential, ~~commercial, business and industrial~~ setback lines shall be ~~ten (10) five (5)~~ feet. Minimum commercial, business and industrial building front setback lines shall be at least twenty-five (25) feet, with rear setbacks of ten (10) feet, and side setbacks of five (5) feet, unless otherwise approved.

Exception: Minimum setback lines shall increase ten (10) feet from a sixty-foot right-of-way where minor or major thoroughfare is planned in the thoroughfare plan of the city.

- (b) *Lot dimensions.* Lot dimensions shall be a minimum of ~~seventy (70) sixty (60)~~ feet in width at the building setback line and of a depth so as to provide an area not less than ~~eight seven~~ thousand (~~87~~,000) square feet. Impervious improvements to residential lot(s) are not to exceed fifty (50) percent of the total lot area.
- (1) Residential lots that are served by public water and not served by public sewer shall be not less than one hundred twenty (120) feet in width at the building setback line and shall not have an area less than one-half acre. Consideration should be given to the possibility of resubdivision at such time that sanitary sewer service becomes available.
 - (2) Residential lots that are not served by public water and sewer shall be not less than one-hundred twenty (120) feet in width at the building setback line and shall not have an area less than one (1) acre.
 - (3) Depth and width of properties reserved or laid out for business and industrial purposes shall be adequate to provide for the off-street service and parking facilities required by the type of use and development contemplated.
 - (4) In an approved subdivision, lot sizes may be permitted to be increased in order to secure privacy within such lots, or to allow improvement on such lots to conform to the building requirements. However, in no case shall lot size changes be permitted if they result in creating one or more lots of size less than the minimum area requirements of this chapter.
- (c) *Access to public streets.* The subdividing of the land shall be such as to provide each lot with satisfactory access to a public street.
- (d) *Double and reverse frontage lots.* Double frontage and reverse frontage lots should be avoided unless backing up to a major thoroughfare.
- (e) *Side lot lines.* Side lot lines shall be substantially at right angles or radial to street lines.
- (f) *Flag and key shaped lots.* No flag or key-shaped lots are allowed.

...

ARTICLE VI. PLANNED UNIT DEVELOPMENTS

Sec. 21-110. Planned unit developments.

- (a) Where a developer desires to construct a project with a diversification of types of lots the planned unit development (PUD) criteria may be used.
- (b) The following will be required in order for the development to be built as a PUD:
 - (1) The minimum size of a PUD shall be ten (10) acres, and not less than seven (7) percent of the total area shall be set aside for common areas, contiguous green space or PUD park areas centrally located in each section as described below;
 - (2) Utility easements, drainage easements, or pipeline easements shall not be used in calculating the seven (7) percent requirement;
 - (3) No more than two (2) percent of the greenspace requirement shall come from the amenitization of a wet or dry stormwater detention basin;
 - (4) Each lot shall be a minimum of five thousand five hundred (5,500) square feet in size;
 - (5) Each section must maintain an average lot width of sixty (60) feet as measured at the front building setback line with no lot to be less than fifty (50) feet wide;
 - (6) Twenty-five-foot front building set back;
 - (7) Ten-foot street side building set back on corner lots; and
 - (8) All streets shall have a minimum right-of-way width of sixty (60) feet.
- (c) Approved amenities to satisfy the seven (7) percent common area requirements are as follows:
 - (1) In order for land not part of a lot, street, easement or other specific dedicated purpose not normally considered as common, accessible areas to be considered as part of the seven (7) percent common area/greenspace it must contain two (2) of the following amenities:
 - a. Walking trails ~~area~~ that ~~are is~~ only adjacent to a street or detention areas, with aesthetic lighting.
 - b. Fountain(s), with aesthetic lighting. ~~lighted or unlighted.~~
 - c. Landscaping with benches and ~~or~~ gazebos, with aesthetic lighting.
 - d. ~~Aesthetic lighting.~~
 - (2) A PUD park designation does not replace or contribute to the requirements for satisfying the park land dedication and development fee article. In order for a PUD park designation to be acquired and to count toward the seven (7) percent requirement, it must contain a swimming pool with restrooms and clubhouse, and at least two (2) ~~three (3)~~ of the following amenities:
 - a. Splash pad~~swimming pool with restrooms.~~
 - b. ~~Clubhouse.~~

~~e.—Basketball and/or tennis courts.~~

~~b. d.—Permanently covered or shaded p~~Playground with equipment.

~~ce. Aesthetically lit landscaping with B~~benches and/or gazebos.

~~f.—Aesthetic lighting.~~

(3) Other amenities will be considered on a case-by-case basis, but must be approved by the planning commission.

(4) All amenities must satisfy the intent of this criterion, which is to maintain the spirit of the conformance with this regulation.

(5) Preliminary design and renderings must be presented before the Planning Commission for comment or approval on designated meeting dates.

(6) Construction details are required for each amenity provided.

(7) Splash Pad must be separated from the pool by fencing or architectural barrier partition limiting direct access.

(86) All amenities are required to be constructed prior to plat recordation.

(d) In addition to compliance with the requirements for subdivision development set forth in article III, (with the exception of lot dimension requirements, setbacks and street rights-of-way set forth in subsection 21-37(b)) and the design criteria, the developer of a proposed PUD shall submit an outline development plan with the preliminary plat. This plan, at a scale of not less than one (1) inch equaling two hundred (200) feet, shall show all the proposed surface features to be developed. This plan shall include all paving and open space areas with typical layouts.

(e) All PUD's shall have protective covenants that require a homeowner's association (or other legal entity) to be formed and to be legally responsible for the maintenance of all common areas, easements of any kind, PUD parks, detention areas and private amenities in the PUD. The covenants shall require that sufficient funds be collected and set aside for the proper maintenance of the facilities. Sale or transfer of properties dedicated for common use shall not be permitted without the replatting of the property according to legal requirements.

(f) A final plan for each section to be developed (with restrictive covenants attached) shall be submitted for review and approval of the planning commission and City Council. The approved plan and documents shall be maintained on file by the Engineering Department and all future building permits shall be reviewed for conformance with the plan and accompanying documents.

The plan at a scale of not less than one (1) inch equaling two hundred (200) feet (fifty (50) feet or larger) shall include the following:

(1) All proposed streets, alleys, drives, walkways and trails with a clear designation of those to be public and private.

(2) All lots or parcels and a clear definition of areas to be retained as common areas with dimensions and bearings.

- (3) In other than single-family areas, plot plans for each building site with approximate dimensions of existing and proposed structures with landscaping, amenities and improvements. Indications of the structure heights and elevational features shall be provided.
- (4) In other than single-family areas, details of trash collection areas and permanent screening matching the character of the area shall be provided.

...

Section 2. That except as amended herein all other provisions of Chapter 21 of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

Section 3. Penalties. Any person, firm, entity or corporation violating any provision of this Ordinance, as it exists or may be amended, shall be guilty of a misdemeanor, and on conviction, shall be fined in an amount not to exceed \$500. Each continuing day's violation shall constitute a separate offence. The City of Alvin retains all legal rights and remedies available to it pursuant to local, state and federal law.

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

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

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

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

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

PASSED and APPROVED on the 2nd day of November 2023.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

**MINUTES
CITY OF ALVIN, TEXAS
CITY PLANNING COMMISSION
September 19, 2023**

BE IT REMEMBERED, that on the above date, the Planning Commission met in the First Floor Conference Room, at the Public Services Facility, 1100 West Highway 6, Alvin, Texas, at 6:00 P.M with the following members present, Abrin Brooks, John Burkey, Ashley Davis, Jason Jones, Scott Loy and Samuel Washington. Also present were staff members Michael Medwedeff, Assistant City Engineer and Shana Church, Executive Secretary. Santos Garza and Missy Jordan were absent.

1. Call To Order.

Call to order at 6:00 p.m.

2. Petition and Requests from the Public.

There were no petitions or requests from the public.

3. Approve the minutes of the City Planning Commission meeting of August 15, 2023.

Commission Member Scott Loy motioned to approve the minutes of the regular Planning Commission meeting of August 15, 2023. Seconded by John Burkey, the motion carried on a vote of 6 ayes and 0 nays.

4. Consider a final plat of REI Subdivision of 12.8102 acres (558,014 sq ft) in the Hooper and Wade Survey, Section 19, A-422, in the City of Alvin, Brazoria County, Texas. Assistant City Engineer recommends final plat for discussion and approval. Commission Member Davis motioned to recommend for approval. Seconded by Member Loy, the motion carried on a vote of 6 ayes, 0 nays.

5. Final Comment and Consideration of revisions made to Chapter 21 Article III – Minimum Requirements for Subdivision and/or Resubdivision of the City of Alvin Code of Ordinances as presented July 18, 2023.

Jason Jones made a motion to consider the changes to Chapter 21 Article III – Minimum Requirements for Subdivision and/or Resubdivision of the City of Alvin Code of Ordinances. Seconded by John Burkey, the motion carried on a vote of 6 ayes and 0 nays.

6. Final Comment and Consideration of revisions made to Chapter 21 Article VI – Planned Unit Development(s) (PUD) of the City of Alvin Code of Ordinances as presented August 15, 2023.

Jason Jones made a motion to consider the changes as amended to Chapter 21 Article VI – Planned Unit Development(s) (PUD) of the City of Alvin Code of Ordinances. Seconded by John Burkey, the motion carried on a vote of 6 ayes, 0 nays.

7. Items of Community Interest – Commission Members.

Scott Loy mentioned the 1st Annual Smoke Eater Fun Run will be September 23rd, the Fire Department Open House will be October 28th and National Night Out will be October 3rd. John Burkey mentioned the Museum's Hispanic Heritage Fiesta was a big success. Mr. Bukey also mentioned the museum will have Christmas at the Cottage in December and they are in need of a Santa Claus. Ashley Davis mentioned the Woofstock event will be at

____ Motioned to Approve / Deny / Table. Seconded by ____
The motion carried on a vote of ____ Ayes and ____ Nays cast by ____

the Alvin Animal Shelter on October 21st.

8. Staff report and update.

Michael Medwedeff mentioned he will keep Planning Commission updated on when the proposed changes to Chapter 21 will be presented to City Council and it is highly encouraged for Planning Commission members to be present.

9. Adjournment.

Commission Member Washington motioned to adjourn the meeting, seconded by Member Jones. The motion carried on a vote of 6 ayes. The meeting ended at 6:29 p.m.

____ Motioned to Approve / Deny / Table. Seconded by ____
The motion carried on a vote of ____ Ayes and ____ Nays cast by ____

**MINUTES
CITY OF ALVIN, TEXAS
CITY PLANNING COMMISSION
August 15, 2023**

BE IT REMEMBERED, that on the above date, the Planning Commission met in the First Floor Conference Room, at the Public Services Facility, 1100 West Highway 6, Alvin, Texas, at 6:00 P.M with the following members present, Abrin Brooks, John Burkey, Ashley Davis, Santos Garza, Missy Jordan and Scott Loy. Also present were staff members Michael Medwedeff, Assistant City Engineer and Shana Church, Executive Secretary. Jason Jones and Samuel Washington were absent.

1. Call To Order.

Call to order at 6:00 p.m.

2. Petition and Requests from the Public.

There were no petitions or requests from the public.

3. Approve the minutes of the City Planning Commission meeting of July 18, 2023.

Commission Member Santos Garza motioned to approve the minutes of the regular Planning Commission meeting of July 18, 2023. Seconded by John Burkey, the motion carried on a vote of 6 ayes and 0 nays.

4. Consider a final plat of Stokes Villas, a subdivision of 4.296 acres, 187,141 SF, being a replat of Lot 38 and 39 of Sun creek Ranch Section Two as recorded in Vol. 22, Pg. 199, D.R.B.C. located in the John W. Hall Survey, A-68, Brazoria County, Texas. Assistant City Engineer recommends final plat for discussion and approval. Commission Member Loy motioned to recommend for approval. Seconded by Member Davis, the motion carried on a vote of 6 ayes, 0 nays.

5. Open discussion about revisions to the Planned Unit Development (PUD) section of the Subdivision Ordinance.

The Planning Commission discussed and recommended changes to the Planned Unit Development (PUD) section of the Ordinance. Michael Medwedeff will present what has been agreed upon by the Planning Commission at the meeting next month.

6. Items of Community Interest – Commission Members.

John Burkey mentioned the Senior Center Talent Show is on August 22nd from 10 a.m. – 12:00 p.m. and the Alvin Museum is teaming up with Brazoria County Chamber of Commerce to have a Hispanic Heritage Fiesta on September 9th from 10 a.m. – 2:00 p.m. Mr. Burkey also let the board know Darrell Brady, a former Senior Center board member, passed away yesterday. Santos Garza mentioned the Fire Department will be hosting the Krampota 5k on September 23rd.

7. Staff report and update.

Michael Medwedeff mentioned the proposed changes regarding build to rent properties could possibly be delayed based on legal interpretation and review.

____ Motioned to Approve / Deny / Table. Seconded by ____
The motion carried on a vote of ____ Ayes and ____ Nays cast by ____

8. Adjournment.

Commission Member Garza motioned to adjourn the meeting, seconded by Member Loy. The motion carried on a vote of 6 ayes. The meeting ended at 6:56 p.m.

____ Motioned to Approve / Deny / Table. Seconded by ____
The motion carried on a vote of ____ Ayes and ____ Nays cast by ____



AGENDA COMMENTARY

Meeting Date: 11/2/2023

Department: Police Department

Contact: Robert Lee, Police Chief

Agenda Item: Consider Ordinance 23-CC, amending Chapter 4, Animals and Fowl, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article I, In General, and Article II. Kennels/Catteries; providing for penalties; providing for severability; and setting forth other provisions related thereto.

Type of Item: Ordinance

Summary: This Ordinance amends Chapter 4, Animals and Fowl, of the City of Alvin Code of Ordinances, by adding the following provisions:

- Amending Sec 4-3 – including the definition of Intact / Unsterilized Animals and Shelter Manager to the definitions
- Adding Section 4-25 - Restrictions on Unsterilized Dogs and Cats
- Adding Section 4-26 - Creation of an Intact Animal Permit
- Amending Section 4-45 - changing Animal Seller Permit to Animal Breeder/Seller Permit, and adding requirements for the permit

Staff recommends approval of Ordinance 23-CC.

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: 10/26/2023 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Ord 23-CC; Chapter 4 Animals and Fowl

Recommendation: Move to approve Ordinance 23-CC, amending Chapter 4, Animals and Fowl, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article I, In General, and Article II. Kennels/Catteries; providing for penalties; providing for severability; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒

ORDINANCE NO. 23-CC

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 4, ANIMALS AND FOWL, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING ARTICLE I. IN GENERAL, AND ARTICLE II. KENNELS/CATTERIES; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City Council of the City of Alvin is continually reviewing the provisions of the City Code of Ordinances to ensure that it meets the current needs of the City and reflects current practice;

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

Section 1. That Chapter 4, Animals and Fowl, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

Chapter 4 - ANIMALS AND FOWL

ARTICLE I. - IN GENERAL

...

Sec. 4-3. Definitions.

For the purpose of this chapter, the definitions as stated in the current or latest "rabies control and eradication" rules of the Texas Department of State Health Services shall also apply, with the following exceptions and/or additions:

...

Intact / Unsterilized animal means an animal that has not been spayed or neutered.

...

Shelter Manager means the manager of the Alvin Animal Adoption Center or their designee.

...

...

Sec. 4-25. Restrictions on Unsterilized Dogs and Cats.

(a) An owner of a dog or cat commits an offense if the animal is not spayed or neutered.

(b) It is a defense to prosecution under Subsection (a) that:

(1) the animal is under six (6) months of age;

- (2) a licensed veterinarian certifies that the dog or cat should not be spayed or neutered for health reasons or is permanently non-fertile;
- (3) the animal is being held for sale by a retail pet store or for adoption by animal services or an animal welfare organization;
- (4) the animal is a competition cat or competition dog; **or**
- (5) the owner holds a valid intact animal permit issued under Section 4-26 of this chapter for the animal.

Sec. 4-26. Intact Animal Permit.

- (a) A person commits an offense if he owns an intact dog or cat without a valid intact animal permit for the dog or cat. A separate breeder/seller permit is required for each dog or cat that the person keeps unsterilized for breeding/selling purposes.
- (b) An intact animal permit may only be issued for a dog or cat:
 - (1) that is currently in compliance with the City of Alvin vaccination requirements as listed on the Intact Animal Permit application;
 - (2) that is currently in compliance with the registration requirements of Section 4-5 of this chapter; **and**
 - (3) whose owner has, at the owner's expense, satisfactorily completed a course on responsible pet ownership approved by the shelter manager.
- (c) To obtain an intact animal permit, a person must submit an application to the shelter manager (on a form provided by the shelter manager for that purpose).
- (d) An intact animal permit expires one year after the date of issuance and may be renewed by applying in accordance with Subsection (c) of this section. If the shelter manager does not receive an application for a permit renewal within 45 days after the expiration of the permit, a late fee will be added to the permit fee as listed in Chapter 28 of the Code of these ordinances.
- (e) An intact animal permit is not transferable.
- (f) A permittee commits an offense if he allows a permitted female dog or cat to have a litter without having the separate breeder/seller permit listed under Section 4-45 of this Ordinance.

Secs. 4-254-27 —4-29. Reserved.

...

ARTICLE II. – KENNELS/CATTERIES

...

DIVISION 5. ANIMAL BREEDER/SELLER PERMIT

Sec. 4-45. Breeder/Seller Permit required.

(a) Any person engaged in the sale or breeding of animals, shall first obtain a seller permit from the city Animal Control Department and shall meet all requirements for such permit.

(1) Applicant must provide proof of rabies inoculation as required in subsection 4-5(b) of this chapter.

(2) No more than one prior permit granted to household in prior twelve (12) months.

(b) The fee for a breeder/seller permit shall be as stated in chapter 28.

(c) Seller This permit does not apply to kennel/cattery and is limited to one (1) animal or litter.

(d) The permittee must:

(1) be a member of a purebred dog and cat club, approved by the shelter manager, that maintains and enforces a code of ethics for breeding that includes restrictions on breeding dogs and cats with genetic defects and life-threatening health problems common to the breed; or

(2) at the permittee's expense, satisfactorily completes a course on responsible pet ownership approved by the shelter manager.

(e) A permittee commits an offense if the permittee:

(1) allows the offspring of a female dog or cat for which he holds an intact animal permit to be sold, adopted, or otherwise transferred, regardless of compensation, before the offspring have reached at least eight weeks of age and have been vaccinated against common diseases as listed on the permit application;

(2) sells, adopts, or otherwise transfers any dog or cat, regardless of compensation and fails to:

(A) include a statement signed by the permittee attesting to the animal's immunization history and microchip information;

(B) prominently display the permit number on any sales receipt or transfer document;

(C) provide the permit number to any person who purchases, adopts, or receives any dog or cat from the permittee;

(f) The shelter manager shall deny or revoke a permit if the shelter manager determines that the applicant or permittee:

(1) failed to comply with any provision of this chapter; or

(2) intentionally made a false statement as to a material matter on the permit application.

(g) If the shelter manager denies or revokes the permit, the shelter manager shall notify the applicant or permittee in writing of the action and a statement of the right to an appeal. The applicant or permittee may appeal the decision of the shelter manager to the Chief of Police. The appeal must be in writing to the Chief of Police and filed within 10 business days of the denial or revocation. The filing of an appeal stays an action of the shelter manager in revoking the permit until the Chief of Police or designee makes a final decision.

...

Section 2. That except as amended herein all other provisions of Chapter 4 of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

Section 3. Penalties. Any person, firm, entity or corporation violating any provision of this Ordinance, as it exists or may be amended, shall be guilty of a misdemeanor, and on conviction, shall be fined in an amount not to exceed \$500. Each continuing day's violation shall constitute a separate offence. The City of Alvin retains all legal rights and remedies available to it pursuant to local, state and federal law.

Section 3. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 4. Incorporation into Code of Ordinances. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances, City of Alvin, Texas, as an addition, amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

Section 5. Effective Date. This Ordinance shall take effect immediately from and after its passage in accordance with the provisions of Chapter 52 of the Texas Local Government Code and the City of Alvin Charter.

Section 6. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and the public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*. Notice was also provided as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

PASSED and APPROVED on the 2nd day of November 2023.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 11/2/2023

Department: Police Department

Contact: Robert Lee, Police Chief

Agenda Item: Consider Ordinance 23-DD, amending Chapter 28, Comprehensive Fee Ordinance, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of revising and adding fees for breeders and sellers of animals; providing for publication; providing for an effective date; and setting forth other provisions related thereto.

Type of Item: Ordinance

Summary: This Ordinance adopts the fee change into Chapter 28, Comprehensive Fee Ordinance of the Alvin Code of Ordinances related to animal breeder and seller permits. All fees charged by the City must be included within Chapter 28. Ordinance 23-DD, amending Chapter 4 of the Code of Ordinances was discussed on the previous agenda item. The fee amendment as presented and adopted in said resolution has been included in Ordinance 23-DD as outlined below:

Animal breeder/seller permit

- Permit fee increased from \$15 for a 30-day permit, to \$100 for an annual permit

Staff recommends approval of Ordinance 23-DD.

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: 10/24/2023 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Ord 23-DD; Chapter 28 Breeder Seller permit

Recommendation: Move to approve Ordinance 23-DD, amending Chapter 28, Comprehensive Fee Ordinance, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of revising and adding fees for breeders and sellers of animals; providing for publication; providing for an effective date; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒

ORDINANCE NO. 23-DD

AN ORDINANCE AMENDING CHAPTER 28, COMPREHENSIVE FEE ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF REVISING AND ADDING FEES FOR BREEDERS AND SELLERS OF ANIMALS; PROVIDING FOR PUBLICATION; PROVIDING FOR AN EFFECTIVE DATE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

Section 1. That Section 28-2 of the Code of Ordinances of the City of Alvin, Texas, is hereby amended by revising certain fees for the animal breeders and sellers as follows:

“Sec. 28-2. In General.

...

ANIMALS AND FOWL

...

- (7) Animal breeder/seller permit:
Permit fee, per thirty-day permit year per intact animal\$1500.00
To obtain permit applicant must provide proof of rabies inoculation for each animal to be sold, as required in section 4-5(b).

...

Section 2. That except as specifically amended herein all other provisions of Chapter 28 of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control. That all rights and remedies which have accrued in favor of the City under Chapter 28 and any amendments thereto shall be and are preserved for the benefit of the City.

Section 3. Severability Clause. If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Publication. The City Secretary of the City of Alvin is hereby directed to publish this Ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

Section 5. Proper Notice and Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings

Act, Chapter 551 of the *Texas Government Code*. Notice was also provided as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

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

PASSED and APPROVED on the 2nd day of November 2023.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary