

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, January 4, 2024

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, **JANUARY 4, 2024**, at 7:00 PM in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATION

A. Recognition of Alvin Police Department Promotees and 2023 Award Recipients.

4. PUBLIC COMMENT

5. CONSENT AGENDA

A. Consider approval of the November 30, 2023, City Council Workshop minutes.

B. Consider approval of the December 7, 2023, City Council Workshop minutes.

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

D. Consider an agreement with Wells Fargo Bank to renew bank depository services for the City of Alvin effective January 1, 2024, and authorize the City Manager to sign the agreement upon legal review.

E. Consider Ordinance 24-A, amending the Fiscal Year 2024 budget for the purpose of appropriating eleven million, five hundred eighty-six thousand, five hundred ninety dollars, and fifteen cents (\$11,586,590.15) of prior Fiscal Year 2023 encumbrances into the current fiscal year as set forth for each individual account in the attached Exhibit A; and providing for other related matters.

F. Consider Resolution 24-R-01, authorizing the City Manager to enter into a Multiple-Use Agreement with the Texas Department of Transportation allowing the installation and operation of Automated License Plate Recognition Cameras in the Texas Department of

Transportation Right-of-Way; and providing an effective date.

- G. Consider the purchase of eighty (80) Unication G4 Single Band P25 Voice Pagers along with associated accessories for the Alvin Volunteer Fire Department through Mobile Communications America, utilizing American Rescue Plan Act (ARPA) Funds, for an amount not to exceed \$65,064; and authorize the City Manager to sign related documents.

6. OTHER BUSINESS

- A. Consider Ordinance 24-B, granting consent to the creation of the Preservation Creek Municipal Utility District No. 1; containing various provisions related to the foregoing subject; and making certain findings related thereto.
- B. Consider a variance request for the property owner at 702 S. Gordon Street to deviate from two building setback requirements set forth in Chapter 35 Corridor Land Use Regulations, Section 35-12(c)(2) Interior Side Yard and Section 35-12(c)(4) Rear Yard, for the construction of a medical complex.
- C. Consider Resolution 24-R-02, approving the Purchase and Sale Agreement between the City of Alvin, Texas, and the Young Men's Christian Association of the Greater Houston Area, a Texas Nonprofit Corporation also known as YMCA of the Greater Houston Area Doing Business As the Thelma Ley Anderson Family YMCA.
- D. Consider Ordinance 24-C, amending Chapter 21, Subdivisions and Property Development, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Section 21-42 Sidewalks, ADA ramps, driveways and driveway approaches; providing for penalties; providing for severability; and setting forth other provisions related thereto.
- E. Consider the purchase of Lexipol policy management software for use by the Police Department for an initial amount not to exceed \$18,339.75 and authorize the City Manager to sign the Master Service Agreement upon legal review.
- 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 **THURSDAY December 28, 2023 at 4:00 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).**



AGENDA COMMENTARY

Meeting Date: 1/4/2024

Department: Police Department

Contact: Robert Lee, Police Chief

Agenda Item: Recognition of Alvin Police Department Promotees and 2023 Award Recipients.

Type of Item: Presentation

Summary: Recognition, and pinning, of Manny Cruz and Buddy Wilson for their successful promotion to the Civil Service Rank of Corporal/Specialist.

Award Recipients:

- 2023 Civilian of the year, Leoni Alegria
- 2023 Rookie of the year, Nolan Ramsey
- 2023 Officer of the year, Buddy Wilson

Life Saving Award Recipients:

- Lt. S. Gilcrease
- Cpl S.Foley
- Ofc A. Winebrenner
- Ofc M. Fuller
- Ofc N. Ramsey
- Ofc J. Morrison

Medal of Valor Recipients:

- Lt. Gilcrease
- Ofc J. Morrison

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:

1. Police Dept. Recognitions

Recommendation: Recognize these awesome employees for their accomplishments and service.

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: __

Promotions

Manuel “Manny” Cruz Civil Service Rank of Corporal/Specialist

Buddy Wilson Civil Service Rank of Corporal/Specialist

Awards

Civilian of the Year – Leony Alegria

A dedicated employee who can fill in for any records personnel when they are not here. With another employee learning payroll, Leony has stepped up to do her job as well as staying current with her own work. She is eager to learn and is always looking to better herself. She is an outstanding employee and a great benefit to not only the Police Department, but also the City of Alvin as a whole.

Rookie of the Year – Nolan Ramsey

He has been highly productive in his short time, has a good attitude, and is always willing to help all officers in the department. He consistently steps up for overtime when any shift is short and works nearly all special events held throughout the city without having to be asked.

Officer of the Year – Buddy Wilson

He maintains a positive attitude, commitment to help others and always seems to do the right things, even if it's difficult. He writes complete, detailed reports and is exceptionally reliable. He recently tested for a Specialist/Corporal position and successfully attained the new position, only furthering the belief that he is always working to better himself.

Lifesaving Award – Lt Gilcrease; Cpl Det Foley; Ofc Winebrenner; Ofc Fuller

110 E SH 6, Rm 231 – Officers responded to male occupant who sustained a severe laceration to his arm, resulting in it being nearly severed off. Patient was treated, stabilized, and prepared for transport by officers to be taken to the hospital by LifeFlight. Their quick and decisive actions definitely saved this man's arm, and likely his life

Lifesaving Award – Ofc N. Ramsey

2800 Mustang Rd. Apt. 813 – Ofc Ramsey responded to a call regarding a female with a severe self-inflicted laceration to her arm. Upon arriving, Officer Ramsey noticed the subject had a laceration to her

upper arm, he acted quickly and without hesitation, securing the subject's arm with a tourniquet and likely saving both her arm, and her life.

Lifesaving Award – Ofc J. Morrison

3503 Longwood – Ofc Morrison responded to assist the Brazoria County Sheriff's Office with a gunshot victim call that was in close proximity to the city. Ofc Morrison, who is also a Paramedic, located the victim and immediately began life-saving measures by sealing both the entry and exit wounds with a chest seal that would protect it, and allow for the victim to be safely transported to the hospital. Ofc Morrison's rapid actions saved this man who was liable to die had he not received fast medical care.

Medal of Valor – Lt Gilcrease and Ofc Morrison

1701 Fairway Drive (Burke's Outlet Store) – Officers responded to a major collision involving a vehicle and building. Upon arrival they discovered a woman was trapped underneath the rubble caused by the crash. Acting without thought of their own safety and only that of the trapped victim, these officers climbed through the debris and stabilized the patient until she could be extracted and treated for her injuries.

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP MEETING
THURSDAY, NOVEMBER 30, 2023
6:00 PM**

CALL TO ORDER

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

Staff members present: Junru Roland, City Manager and Dixie Roberts, Assistant City Manager/City Secretary.

WORKSHOP BUSINESS

Conduct interviews with applicants for City of Alvin Boards & Commissions for upcoming December appointments.

City Council members interviewed various applicants for appointment and re-appointments to City of Alvin Boards & Commissions. The following applicants were in attendance and were interviewed by City Council for possible placement on a city board or commission: Clenon Mitchell Jr., Michael Green, Jamie Van Horne, Betsy Grubbs, Thomas Hockin, Sandra Curtner, Laura Parker, Robyn Moore, Ashley Davis, Dwight Rhodes, Deborah Williams, Denise Stanaland, Radi Miller, Dr. Jim Crumm, and Caiden Anderson.

ADJOURNMENT

Mayor Adame adjourned the meeting at 7:10 p.m.

PASSED and APPROVED the 4th day of January, 2024.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary

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

CALL TO ORDER

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

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

WORKSHOP BUSINESS

Discuss Chapter 21-42 of the Alvin Code of Ordinances - Sidewalks, ADA ramps, driveways and driveway approaches.

Junru Roland, City Manager, and Michelle Segovia, City Engineer, presented this item to Council with explanation. Ms. Segovia gave a brief history of how this Ordinance came about. In working with builders of Single-Family residences where the sidewalk would not be connected to any other development, it was proposed to allow the builder to pay a fee to be deposited into a Sidewalk Fund in lieu of building a sidewalk to nowhere. Ms. Segovia explained the factors considered when allowing the fee to be paid instead of building the sidewalk, such as space for right-of-way, or potential future development in the area. Council member DeKeyzer explained her concerns regarding the fee requirement, with a focus on single-family construction in the older part of town with open ditches. Suzanne Hanneman cautioned against wording any amendments to the Ordinance to address any specific set of circumstances. Discussion was had on how neighboring cities regulate sidewalk construction. Moving forward, it was proposed to amend the ordinance to provide for an exception to paying the sidewalk fee in lieu of installing the sidewalk, left to the discretion of the City Engineer and providing for an appeal process to the Planning Commission.

ADJOURNMENT

Mayor Adame adjourned the meeting at 6:47 p.m.

PASSED and APPROVED the 4th of January 2024.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL REGULAR MEETING
AND EXECUTIVE SESSION
THURSDAY, DECEMBER 7, 2023
7:00 PM**

CALL TO ORDER

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

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

INVOCATION AND PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

William Udick presented comments regarding the Waterline Replacement Project on House Street and Bayou Bend Subdivision.

Matt Helms presented comments regarding Ordinance 22-S referencing metal skirting for Manufactured Homes.

CONSENT AGENDA

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

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

Consider Resolution 23-R-40, ratifying the City Manager's reappointment of John Burkey to the City of Alvin Civil Service Commission Place Three (3), for a three (3) year term, to expire December 31, 2026; and setting forth other provisions related thereto.

Civil Service for police officers was voted in by the citizens of Alvin on November 3, 2020. Chapter 143 of the Texas Local Government Code establishes the legislation and requirements for Civil Service under which our police operate. Section 143.006 establishes the requirement for a Civil Service Commission, consisting of three members appointed by the municipality's chief executive officer, and confirmed by the governing body of the municipality. The Commission's duties are also established by Chapter 143. Unlike other City boards and commissions, the Civil Service Commission is not an advisory body and makes no policy recommendations to the City Council. The Commission has the responsibility to adopt, publish, and enforce Chapter 143 rules pertaining to:

- *Examinations for entry level and promotional eligibility;*
- *Procedures for appointment and certification;*
- *Proper conduct of appeals of testing and examination scoring;*
- *Prescribed cause(s) for the removal or suspension of a civil service employee;*
- *Procedures for hearing of appeals concerning indefinite suspensions, suspensions, promotional bypasses or recommended involuntary demotions; and*

- *And other such matters reasonably related to the selection, promotion, and discipline of civil service employees, which includes only sworn police personnel.*

Per Section 143.006, the Commission members serve staggered three-year terms with the term of one member expiring each year. Persons appointed to the Commission must be:

- *of good moral character;*
- *be a United States Citizen;*
- *be a resident of the municipality and have resided in the municipality for more than three (3) years;*
- *be over the age of 25 years; and*
- *not have held public office within the preceding three (3) years.*

John Burkey was originally appointed to the Civil Service Commission on December 3, 2020, in Resolution 20-R-34, for a three (3) year term expiring December 31, 2023. Mr. Burkey has agreed to serve an additional three (3) year term that will expire December 31, 2026. Being that this is a reappointment, Mr. Burkey is familiar with the Civil Service and the responsibilities of the Commission.

John Burkey - 27-year resident of Alvin, retired, volunteer in the city, appointed to the Civil Service Commission in 2020.

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.

This Ordinance is amending Chapter 21, Subdivision and Property Development, of the City of Alvin Code of Ordinances. The proposed amendments were discussed by City Council at the regular meeting on November 2, 2023, and most recently at the workshop on November 16, 2023. At the workshop Council directed Staff to further amend section 21-110 (c)(2) by removing the mandatory requirement for a PUD Park to have a swimming pool with restrooms and clubhouse. Council requested that the pool with restrooms and clubhouse be an optional amenity that could be used to meet the PUD Park requirement and that the number of amenities required, be left at three as currently written versus two as proposed.*

The following are the proposed changes that were discussed and recommended by the City Planning Commission at their meetings on August 15, 2023 and September 19, 2023:

- *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 minimum 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. (further amended by City Council as stated above)**
- *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 Ordinance 23-BB.

Consider Ordinance 23-JJ, amending Chapter 12, Health and Sanitation, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article I, In General, Section 12-4, Mowing requirements–Public nuisance declared; and setting forth other provisions related thereto.

House Bill 1750, which passed in the most recent legislative session, amends Chapter 251 of the Texas Agriculture Code; and made significant changes to a municipality's ability to regulate agricultural operations within the City. In essence, House Bill 1750 specifically prohibits a city from imposing a governmental requirement that directly or indirectly:

- *Prohibits the use of a generally accepted agricultural practice listed in a manual drafted by the Texas A&M AgriLife Extension Service identifying generally accepted agricultural practices;*
- ***Prohibits or restricts the growing or harvesting of vegetation for animal feed, livestock forage, or forage for wildlife management, except that a city is allowed to impose a maximum vegetation height of at least 12 inches for portions of***

an agricultural operation that are within 10 feet from a property boundary that is: (1) adjacent to a public sidewalk, street, or highway; or (2) an inhabited structure on a neighbor's property;

- *Prohibits the use of pesticides or other measures to control vermin and disease-bearing insects to the extent necessary to prevent infestation; or*
- ***Requires an agricultural use also to be designated as an agricultural, farm, ranch, wildlife management, or timber production use under Article VIII of the Texas Constitution.***

Chapter 12, Health and Sanitation Article I, Section 12-4(e) of the City's code of ordinance needs to be amended to comply with House Bill 1750. In particular, removing the requirement for a lot or premise to be designated by the Brazoria County Appraise District as agriculturally exempt; changing the City's regulatory boundary related to vegetation height from 50 feet from an adjacent property to 10 feet from an adjacent property under different ownership and from any adjacent public sidewalk, street or highway; and increasing the maximum vegetation height within those regulatory boundaries from 9 inches to 12 inches. Staff recommends Ordinance 23-JJ.

Consider Resolution 23-R-41, adding certain authorized representatives of the City to complete the necessary transactions in connection with the TexPool Investment Accounts; and providing for other related matters thereto.

*This Resolution updates various City Officials on the City of Alvin Texpool Investment Accounts. **Texpool Investment Pool** - Add: Chris Thomas, Director of Administrative Services (Authorized Rep).*

Consider Resolution 23-R-42, updating the designation of persons authorized to act on behalf of the City of Alvin in connection with TexSTAR.

This Resolution authorizes Chris Thomas, Director of Administrative Services, as an "Authorized Representative" on all current TexSTAR accounts. TexSTAR is an investment service for local governments.

Consider Resolution 23-R-43, updating the designation of persons authorized to act on behalf of the City of Alvin in connection with Texas CLASS (Texas Cooperative Liquid Assets Security System) Trust; and providing for other matters related thereto.

This Resolution adds Chris Thomas, Director of Administrative Services, as "Authorized Representative" on all current Texas Class accounts. Texas Cooperative Liquid Assets Securities System Trust (Texas Class) is a local government investment pool. Staff recommends approval of Resolution 23-R-43.

Consider Resolution 23-R-44, authorizing certain officers of the City to sign and endorse checks and drafts on the City of Alvin bank accounts; and providing for other matters related thereto.

This Resolution updates various City Officials as authorized signers and limited signers to the City of Alvin bank accounts.

Account # XXX0295 Operating Account - Add Chris Thomas, Dir. of Adm. Svcs

Account # XXXXXX7428 Utility Billing - Add Chris Thomas, Dir. of Adm. Svcs

Account # XXXXXX4433 TIRZ-Kendall Lakes - Add Chris Thomas, Dir. of Adm. Svcs

Account # XXXXX9224 EMS/Medicare - Add Chris Thomas, Dir. of Adm. Svcs

Staff recommends approval of Resolution 23-R-44.

Consider Resolution 23-R-45, authorizing changes to Authorized Representatives for Local Government Investment Cooperative ("LOGIC"); and providing for other matters related thereto.

The Local Government Investment Cooperative (LOGIC) is an investment pool that is currently used by the City of Alvin. This Resolution amends the Authorized Representatives for the account. Chris Thomas, Director of Administrative Services, will be added as an "Authorized Representative." Staff recommends approving Resolution 23-R-45.

Consider the cancelation of the regular city council meeting scheduled for December 21, 2023.

A suggestion was made to consider canceling this meeting due to the Christmas holiday.

Item E, Ordinance 23-JJ, Amending Chapter 12, Health and Sanitation, was removed from the Consent Agenda by Council member Starkey.

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

OTHER BUSINESS

Item removed from consent agenda by Council member Starkey: Consider Ordinance 23-JJ, amending Chapter 12, Health and Sanitation, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article I, In General, Section 12-4, Mowing requirements--Public nuisance declared; and setting forth other provisions related thereto.

House Bill 1750, which passed in the most recent legislative session, amends Chapter 251 of the Texas Agriculture Code; and made significant changes to a municipality's ability to regulate agricultural operations within the City. In essence, House Bill 1750 specifically prohibits a city from imposing a governmental requirement that directly or indirectly:

- *Prohibits the use of a generally accepted agricultural practice listed in a manual drafted by the Texas A&M AgriLife Extension Service identifying generally accepted agricultural practices;*
- ***Prohibits or restricts the growing or harvesting of vegetation for animal feed, livestock forage, or forage for wildlife management, except that a city is allowed to impose a maximum vegetation height of at least 12 inches for portions of an agricultural operation that are within 10 feet from a property boundary that is: (1) adjacent to a public sidewalk, street, or highway; or (2) an inhabited structure on a neighbor's property;***
- *Prohibits the use of pesticides or other measures to control vermin and disease-bearing insects to the extent necessary to prevent infestation; or*
- ***Requires an agricultural use also to be designated as an agricultural, farm, ranch, wildlife management, or timber production use under Article VIII of the Texas Constitution.***

Chapter 12, Health and Sanitation Article I, Section 12-4(e) of the City's code of ordinance needs to be amended to comply with House Bill 1750. In particular, removing the requirement for a lot or premise to be designated by the Brazoria County Appraise District as agriculturally exempt; changing the City's regulatory boundary related to vegetation height from 50 feet from an adjacent property to 10 feet from an adjacent property under different ownership and from any adjacent public sidewalk, street or highway; and increasing the maximum vegetation height within those regulatory boundaries from 9 inches to 12 inches. Staff recommends Ordinance 23-JJ.

Item E removed from Consent Agenda by Council member Starkey. Council member Starkey asked for clarification on how this amendment would apply to entities such as the Lutheran Church that bales hay on a portion of their property and donates it to Alvin Independent School District. Brandon Moody, Director of Public Services, explained this Ordinance will bring the City of Alvin into compliance with new State law, and clarified that it will allow the Lutheran Church, and any others, to continue mowing and baling hay on their property.

Council member Starkey moved to approve Ordinance 23-JJ, amending Chapter 12, Health and Sanitation, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article I, In General, Section 12-4, Mowing requirements--Public nuisance declared; and setting forth other provisions related thereto. Seconded by Council member Moore; motion to approve carried with all members present voting Aye.

Consider a general plan of Preservation Creek, a planned unit development being 2,962.3 +/- acres of land out of the HT&B RR Co Survey, A-252, W.D.C. Hall Survey, A-69, S.F. Austin Survey, A-24, City of Alvin, Texas.

On November 8, 2023, the Engineering Department received the general plan of Preservation Creek for review. The property is located along the east side of State Highway 288 (between County Road 35 and FM 1462), being 2,962.3 acres of land containing Single Family, Multi-Family, Mixed Use, Specialty Products, Recreational Areas and Commercial Reserves, and complies with the requirements that were established in the development agreement that was approved by City Council June 15, 2023, via Resolution 23-R-21. The City Planning Commission unanimously approved the general plan at their meeting on November 28, 2023. Staff recommends approval of the general plan.

Michael Medwedeff, Assistant City Engineer, presented this item before City Council with explanation. Lisa Clark from W-Land Development was also in attendance.

Council member Castro moved to approve a general plan of Preservation Creek (located along the east side of State Highway 288 between County Road 35 and FM 1462), being 2,962.3 acres of land containing Single Family, Multi-Family, Mixed Use, Specialty Products, Recreational Areas and Commercial Reserves, out of the HT&B RR Co Survey, A-252, W.D.C. Hall Survey, A-69, S.F. Austin Survey, A-24, City of Alvin, Texas. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Consider Ordinance 23-II, amending Chapter 11, Solid Waste Collection and Disposal, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Section 11-18, Collection and Disposal of Brush, Section 11-19, Collection and Disposal of Bulky Trash, and Section 11-21, Placement of Heavy Trash, for the purpose of adding a timeline for the placement of brush and heavy trash curbside to prevent the accumulation of brush and heavy trash throughout the city; and setting forth other provisions related thereto.

The city's sanitation provider services heavy trash pickup on Wednesday's, depending on the residents' street and corresponding zone for collection. Currently, the City's ordinance for heavy trash placement does not specify a placement date. The lack of clarity poses a challenge as heavy items/brush can accumulate for weeks prior to pick up. In an effort to avoid long-term curbside clutter, and to help beautify the city, it would be beneficial to update the ordinance stipulating that heavy trash may not be placed curbside earlier than the Saturday preceding the residents' scheduled pickup week.

Surrounding cities that have similar ordinances:

Angleton	Monday of the scheduled pick-up week for the area.
Lake Jackson	Saturday before the scheduled pick-up week for the area.
LaPorte	5 days prior to pickup
League City	1 day prior to pick up. Set heavy trash items out by 7 a.m. on collection day, but no earlier than 6 p.m. the evening before.

Staff recommends approval of Ordinance 23-II.

Dixie Roberts, Assistant City Manager/City Secretary, presented this item before City Council with explanation.

Council member Starkey moved to approve Ordinance 23-II, amending Chapter 11, Solid Waste Collection and Disposal, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Section 11-18, Collection and Disposal of Brush, Section 11-19, Collection and Disposal of Bulky Trash, and Section 11-21, Placement of Heavy Trash, for the purpose of adding a timeline for the placement of brush and heavy trash curbside to prevent the accumulation of brush and heavy trash throughout the city; and setting forth other provisions related thereto. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Consider Resolution 23-R-46, casting votes for the Board of Directors of the Brazoria County Appraisal District.

*This Resolution is to cast votes for candidates to serve on the Board of Directors of the Brazoria County Appraisal District. This board of directors is an authoritative body of individuals that govern our local appraisal district and serves as part of the local property tax system equation of checks and balances. **The directors have no authority to set values or appraisal methods.** The chief appraiser is appointed by and serves at the pleasure of the appraisal district board of directors. It is the responsibility of the chief appraiser to carry out the appraisal district's legal duties, hire staff, administer the annual appraisal process, and operate the appraisal office. Every other year each governing body within Brazoria County is allotted a certain number of votes to cast toward the nominated candidates on the ballot. The City of Alvin is allotted 68 votes. City Council may cast all 68 votes for one candidate or distribute the votes among any number of the nominated candidates. Each governing body must vote by written resolution and submitted to the Chief Appraiser before December 15, 2023. Candidates: Tommy King (Alvin Representative), Douglas Chumley, Karla Clark, Gary Dickey, Brenda Dillon, David Galloway, Eric Hayes, Deric Hebert, Alan Higginbotham, Glen Jones, Heather Martin, Patrick O'Day, Gail Robinson, George Sandars, and Susan Spoor. In 2015, 2017, 2019 and 2021 City Council cast all the City's votes for Tommy King.*

Dixie Roberts, Assistant City Manager/City Secretary, presented this item before City Council with explanation.

Council member Garivey moved to approve Resolution 23-R-46, casting 68 votes for Tommy King to serve on the Board of Directors of the Brazoria County Appraisal District Board. Seconded by Council member Moore; motion carried with all members present voting Aye and Council member Castro voting No.

Consider various appointments to boards and commissions.

Board and Commission interviews were held on Thursday, November 30th for applicants wanting to re-serve and for new board and commission applicants. Various members who currently serve on various boards, committees and commissions are set to expire on December 31, 2023.

All board or commission members with expiring terms were mailed notification letters along with an Application to Re-serve on a Board/Commission. Volunteer recruitment ads were published in the Alvin Sun, and notifications were pushed out via the City's social media networks, including a video message. Appointments to the various boards/commissions are set to be made annually at the first City Council meeting held in December. Members appointed during this process will begin service in January 2024. Staff has verified all residency requirements.

Current Status of Boards / Commissions

PLANNING COMMISSION: City Charter calls for 5-11 members, resident, 3-year terms. The Board and Commission Handbook states that the Planning Commission should be limited to 7 members, serve 3-year terms, be a resident and qualified voter of the city, and serve no more than 3 consecutive 3 3-year terms. The proposed amendments have been included in the Charter Review Commissions recommended changes to be submitted to the City Council and, ultimately, the voters.

- Commission currently comprised of 7 members (including termed members).
- Termed member: Ashley Davis (would like to reserve)
- Current Applicants: Caiden Anderson, Monio Mark II, and Clenon Mitchell

City Council is asked to: Reappoint termed member (Ashley Davis) to the Planning Commission **or** fill position with another volunteer in order to maintain the preferred number of 7 members.

PARKS AND RECREATION BOARD: City Charter calls for 7-9 members, 2-year terms, resident, qualified voter. In November, City Council adopted the Board and Commission Handbook to help streamline the board & commission process. The Handbook states that the Parks & Recreation Board should be limited to 7 **members**, serve 3-year terms, be a resident and qualified voter of the city, and serve no more than 3 consecutive 3-year terms. The proposed amendments have been included in the Charter Review Commissions recommended changes to be submitted to the City Council and, ultimately, the voters.

- Board currently comprised of 6 members (including termed members)
- Termed members: Milton Morgan, Dwight Rhodes, Jamie Van Horne, (all would like to reserve)
- Current Applicants: Caiden Anderson, Randi Miller, Monio Mark II, and Robyn Moore

City Council is asked to:

- Reappoint termed members (Milton Morgan, Dwight Rhodes, and Jamie Van Horne) **or** fill the positions with other volunteers
- Make one (1) new appointment to the board to meet the seven (7) member requirement.

SENIOR CITIZENS BOARD: Ordinance calls for 7 members, 3-year terms, may not serve more than 3 consecutive terms.

- Board currently comprised of 6 members (including termed members)
- Termed members: Jancy Altus, Michael Green, and Thomas Hockin (all would like to reserve)
- Current Applicant: Deborah Williams

City Council is asked to:

- Reappoint termed members (Jancy Altus, Michael Green, and Thomas Hockin) **or** fill the positions with other volunteers
- Make one (1) new appointment to the Senior Citizens Board to meet the 7 member requirement.

LIBRARY BOARD: Ordinance calls for at least 5, no more than 7 members, 3-year terms.

- Board currently comprised of 3 members (including termed members)
- Termed members: Sandra Curtner, and Laura Parker (both would like to reserve)
- Current Applicants: Caiden Anderson, Elizabeth Daniels, Denise Stanaland

City Council is asked to:

- Reappoint termed members (Sandra Curtner, and Laura Parker) **or** appoint new volunteers to fill their positions

- *Make two (2) additional appointments to the Library Board to meet the minimum 5-member requirement.*

BUILDING BOARD OF ADJUSTMENTS AND APPEALS: *Ordinance calls for 5 members, 2-year terms.*

- *Board currently comprised of 4 members (including termed members)*
- *Termed member: Betsy Grubbs (she would like to reserve)*
- *Current Applicants: Monio Mark II, and Clenon Mitchell*

City Council is asked to:

- *Reappoint Betsy Grubbs or fill position with another volunteer*
- *Make two (2) additional appointments to meet the required 5 members.*

ANIMAL SHELTER ADVISORY COMMITTEE: *Resolution calls for 6 members, 3-year terms.*

- *Board currently comprised of 5 members (including termed members)*
- *Termed members: Dr. Jim Crumm (Veterinarian Role) and Sandra Curtner (Citizen Role) both would like to reserve. Keith Villaloboz and Autumn Miller serve as Animal Shelter employees and will also need to be reappointed.*
- *Current Applicants: Caiden Anderson*

City Council is asked to:

- *Reappoint Dr. Crumm to the veterinarian position.*
- *Reappoint Ms. Curtner or fill the position with another volunteer.*
- *Reappoint Keith Villaloboz and Autumn Miller to serve as Alvin Animal Shelter employee positions on the board.*
- *Make one (1) additional appointment to the Animal Shelter Advisory Committee to meet the required 6 members.*

TIRZ BOARD

The next item on the agenda is a Resolution appointing members to serve on the Kendall Lakes TIRZ Redevelopment Authority Board of Directors. Through this resolution, City Council will be asked to reappoint Lindsey Vaughn to Position #1, Cathy Fontenot to Position #5, Ron Mercer to Position #7, and Ricky Kubeczka to Position #9. A volunteer will need to be appointed to serve in position #3. This Board typically meets once or twice per year.

Council member Castro moved to appoint Ashley Davis to serve a 3-year term on the Planning Commission. Seconded by Council member Starkey; motion carried with all members present voting Aye.

Council member Garivey moved to appoint Milton Morgan, Jamie Van Horne, Caiden Anderson and Robyn Moore to serve a 2-year term on the Parks & Recreation Board. Seconded by Council member DeKeyzer; motion carried with all members present voting Aye and Council member Moore abstaining.

Council member Vaughn moved to appoint Jancy Altus, Thomas Hockin, Michael Green and Deborah Williams to serve a 2-year term on the Senior Citizens Board. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Council member Castro moved to appoint Elizabeth Daniels, Denise Stanaland, Sandra Curtner and Laura Parker to serve a 3-year term on the Library Board. Seconded by Council member Moore; motion carried with all members present voting Aye.

Council member Garivey moved to appoint Betsy Grubbs, Clenon Mitchell Jr. and James Thompson to serve a 2-year term on the Building Board of Adjustments & Appeals. Seconded by Council member Vaughn; motion carried with all members present voting Aye.

Council member Castro moved to appoint Dr. Jim Crumm, Caiden Anderson, and Sandra Curtner to serve a 3-year term on the Animal Shelter Advisory Committee. Seconded by Council member Moore; motion carried with all members present voting Aye.

Consider Resolution 23-R-47, authorizing members to serve on the Board of Directors of the Reinvestment Zone Number Two, City of Alvin, Texas, and the Kendall Lakes TIRZ Redevelopment Authority Board for a two (2) year term; therefore reappointing Lindsey Vaughn Position #1, Ron Mercer Position #7, and Ricky Kubeczka Position #9, and appointing _____ to position #3; and reappointing Ricky Kubeczka to serve as the Chair through December 31, 2024; and setting forth other provisions related thereto.

The Kendall Lakes Tax Increment Reinvestment Zone (TIRZ) was created in 2005 to assist in the development of Kendall Lakes, a residential, commercial, and industrial area on the north side of the City of Alvin. There is a tax increment that is used for providing the needed infrastructure for the site through the ability of using bond proceeds. The TIRZ Authority and Board have the responsibility to develop policies that ensure good quality development for this site. TIRZ board members serve staggered-even and odd-year terms. Positions currently up for reappointment include Position #1 held by Lindsey Vaughn, Position #3 held by Alfred Froberg, Position # 7 held by Ron Mercer, and Position #9 held by Ricky Kubeczka. All members, except Alfred Froberg, have consented to continue their service for another two (2) year term, leaving Position #3 to be filled. Ricky Kubeczka serves as the Chair of both the Board and Authority, and this designation is considered each year. Staff recommends reappointing Lindsey Vaughn to Position #1, Ron Mercer to Position #7, Ricky Kubeczka to Position #9, and appointing Randi Miller to Position #3 for a two (2) year term ending December 31, 2025, and reappointing Ricky Kubeczka as the Chair of both the TIRZ and Authority Boards.

Council member Castro moved to approve Resolution 23-R-47, authorizing members to serve on the Board of Directors of the Reinvestment Zone Number Two, City of Alvin, Texas, and the Kendall Lakes TIRZ Redevelopment Authority Board for a two (2) year term; therefore reappointing Lindsey Vaughn Position #1, Mark Nokelby Position #5, Ron Mercer Position #7, and Ricky Kubeczka Position #9, and appointing Randi Miller to position #3; and reappointing Ricky Kubeczka to serve as the Chair through December 31, 2024; and setting forth other provisions related thereto. Seconded by Council member Garivey; motion carried with all members present voting Aye and Council member Vaughn abstaining.

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

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

REPORTS FROM THE CITY MANAGER

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

Mr. Junru Roland announced items of community interest; and he reviewed the preliminary list for the January 4th, 2024, City Council Meeting

ITEMS OF COMMUNITY INTEREST

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

Council member Starkey cautioned people to be safe on the roads during the Holidays, and reminded all of the Christmas caroling at Slover-Rodgers Cottage on Saturday, December 9th.

Council members DeKeyzer, Castro, Vaughn and Garivey wished everyone a Merry Christmas and Happy New Year.

Council member Moore thanked everyone that applied for Boards & Commissions for their willingness to serve.

Council member Vela wished everyone a Merry Christmas and reminded that fireworks are illegal in the City of Alvin.

EXECUTIVE SESSION

Mayor Adame called for executive session at 7:54 p.m. in accordance with the following:

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

RECONVENE TO OPEN SESSION

Mayor Adame reconvened the meeting to open session at 8:41 p.m.

ADJOURNMENT

Mayor Adame adjourned the meeting at 8:41 p.m.

PASSED and APPROVED the 4th of January, 2024.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 1/4/2024

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Consider an agreement with Wells Fargo Bank to renew bank depository services for the City of Alvin effective January 1, 2024, and authorize the City Manager to sign the agreement upon legal review.

Type of Item: Contract/Agreement

Summary: Cities are required to issue an RFP for bank depository services every five (5) years. The City of Alvin did so in 2020 and signed a three (3)-year contract with Wells Fargo beginning January 1, 2021. This contract comes with two one (1)-year extensions. Should the Council approve and authorize, Wells Fargo will provide an extension for the first year and provide the City with a copy to be reviewed by the legal team and signed by the City Manager.

Staff recommends approval.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ☐ **Amount:** ☐

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 12/28/2023 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 12/28/23

Supporting documents attached:

1. Wells Fargo Current Contract; 2021
-

Recommendation: Staff recommends Council approve the first of two one-year extensions and authorize the City Manager to sign the extension upon legal review.

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: ☒



Amendment to Master Agreement for Treasury Management Services

Treasury Management Services

Introduction

This Amendment supplements and modifies the Master Agreement for Treasury Management Services ("Master Agreement") for City of Alvin. "You," "your" or "yours" refers to the customer identified in the immediately preceding sentence. The terms "we," "us," or "our" refer to the Bank. Capitalized terms used but not defined in this Amendment are defined in the Master Agreement. This Amendment constitutes part of the Service Documentation as defined in the Master Agreement. If there is a conflict between this Amendment and the Master Agreement or other Service Documentation, this Amendment will control. Except as expressly modified by this Amendment, all terms and provisions of Master Agreement and Service Documentation will continue to apply with full force and effect.

Amendment

We agree that the Master Agreement governing our relationship with you is amended as follows:

1. The following text is added at the end of Section 3 of the Master Agreement (titled "**Changes to services**"):

"Notwithstanding the immediately preceding paragraph, through the Initial Term End Date (as defined below) Bank will not change the fees for Services reflected on Attachment A, except:

- in order to reflect the impact of any change in Applicable Law;
- in the event your Service usage volume is materially lower than that reflected on Attachment A;
- for changes to Bank's pricing methodology for Services, including element IDs associated with a Service, so long as the change does not increase the total price of the Services to you (unless permitted under one of the two immediately preceding bullet points).

If you implement additional Services not described on Attachment A prior to the Initial Term End Date, the fees for such additional Services will be as disclosed to you in connection with the implementation of such additional Services."

2. The following text is added at the beginning of Section 4 (titled "**Term and termination**") as a new first sentence:

"Subject to the termination provisions below, the initial term of this Agreement will commence on January 1, 2021 and expire on December 31, 2023 ("Initial Term End Date"), and this Agreement may be extended for not more than two (2) additional one-year extension terms by your and our mutual consent."

3. The text of Section 12 (titled "**Governing Law**") is deleted in its entirety and replaced with the following:

"Governing law. The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of Texas, without reference to its principles of conflicts of laws ("Governing Law")."

4. The text of Section 14 (titled "**Jurisdiction**") is deleted in its entirety and replaced with the following:

"Jurisdiction. For any proceedings regarding this Agreement (other than a proceeding subject to arbitration), you and we each hereby irrevocably submits to the jurisdiction of the courts of Texas or the federal courts located there and irrevocably agrees that all claims relating to the proceeding may be heard or determined in those courts."

WELLS FARGO BANK, N.A.

By: 

Name: Ann O. Battaglia

Title: Vice President

Date: 1-20-2021

CITY OF ALVIN

By: 

Name: Jerry Roland

Title: City Manager

Date: 1-14-21



AGENDA COMMENTARY

Meeting Date: 1/4/2024

Department: Finance

Contact: Chris Thomas, Director of
Administrative Services

Agenda Item: Consider Ordinance 24-A, amending the Fiscal Year 2024 budget for the purpose of appropriating eleven million, five hundred eighty-six thousand, five hundred ninety dollars, and fifteen cents (\$11,586,590.15) of prior Fiscal Year 2023 encumbrances into the current fiscal year as set forth for each individual account in the attached Exhibit A; and providing for other related matters.

Type of Item: Ordinance

Summary: An encumbrance refers to funds that have been reserved when a purchase order has been approved. Governmental accounting practice allows these funds to be reserved (encumbered) until paid. When closing FY23, there were outstanding purchase orders that had not been fully liquidated. As the encumbered items are processed and liquidated in FY24, negative budget variances may be reflected in various departmental accounts until the outstanding budget appropriations for the previous year's encumbrances are carried forward from FY23 into FY24. The total amount of outstanding encumbrances to be carried over from FY23 is \$11,586,590.15.

Fund	Prior Fiscal Year Outstanding Encumbrance Amounts
American Rescue Act Fund	\$965,670.66
Impact Fee Fund	\$201,477.57
Utility Operating Fund	\$41,268.45
EMS Fund	\$7,012.15
Utility Projects Fund	\$225,079.31
Water Line Improvement Fund	\$8,468,454.32
General Capital Projects Fund	\$119,433.00
Sales Tax (Street / Drainage) Fund	\$1,149,216.61
Moller Road Storm Improvements	\$181,260.43
Fleet Maintenance Fund	\$550.00
Vehicle Replacement Fund	\$204,300.00
Computer Replacement Fund	\$5,024.70
Facility Maintenance Fund	\$17,842.95
TOTAL	\$11,586,590.15

Staff recommends approval of Ordinance 24-A

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

Funding Account: various accounts **Amount:** _____ **1295 Form Required?** Yes ___ No X
Legal Review Required: N/A ___ Required X **Date Completed:** 12/27/2023 SLH
Finance Review Required: N/A ___ Required X **Date Completed:** CT 12/28/23

Supporting documents attached:

1. Ord 24-A; FY24 Budget PO Rollovers
 2. Exhibit A; Purchase Order Renewal FY23-24
-

Recommendation: Move to approve Ordinance 24-A, amending the Fiscal Year 2024 budget for the purpose of appropriating eleven million, five hundred eighty-six thousand, five hundred ninety dollars, and fifteen cents (\$11,586,590.15) of prior Fiscal Year 2023 encumbrances into the current fiscal year as set forth for each individual account in the attached Exhibit A; and providing for other related matters.

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

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

ORDINANCE NO. 24-A

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING THE CITY OF ALVIN 2023-24 FISCAL YEAR BUDGET FOR THE PURPOSE OF APPROPRIATING ELEVEN MILLION, FIVE HUNDRED EIGHTY-SIX THOUSAND, FIVE HUNDRED NINETY DOLLARS AND 15/100 (\$11,586,590.15) OF PRIOR FISCAL YEAR (2022-23) ENCUMBRANCES INTO THE CURRENT FISCAL YEAR AS SET FORTH FOR EACH INDIVIDUAL ACCOUNT IN THE ATTACHED EXHIBIT “A;” AND PROVIDING FOR RELATED MATTERS.

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

Section 1. That the City of Alvin 2023-2024 Fiscal Year Budget is hereby amended by appropriating the sum of Eleven Million, Five Hundred Eighty-Six Thousand, Five Hundred Ninety Dollars and 15/100 (\$11,586,590.15) of prior fiscal year encumbrances into the current fiscal year as set forth for each individual account in Exhibit “A” attached hereto and incorporated therein by reference.

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

PASSED and APPROVED on the 4th day of January 2024.

THE CTY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

Exhibit "A"
Encumbrance Renewals

	Account Number	Vendor	PO Number	PO Amount		
Fund 103 American Rescue Act Fund						
	ACM/City Secretary					
	103-1002-00-4150	Frazer LTD	20231790	204,300.00	New Chassis for new ambulance ARPA	*needs to be reissued with vendor and correct account
	103-1002-00-4150	National Capital Imp. Corp.	20231613	73,740.00	ARPA Funds - Consultant Services Agreement	*project in ARPA fund can be used
			Total for ACM/City Sec	278,040.00		
	Police					
	103-3501-00-4150	Motorola Solutions, Inc	2022001059-R2	322,523.93	PremierOne CAD RMS	*no PO needed in a project fund
	103-3501-00-4150	Motorola Solutions, Inc	20231124	241,419.29	Upgrade equipment in Dispatch	*no PO needed in a project fund
			Totals for Police	563,943.22		
	EMS					
	103-3505-00-4150	Stryker Corporation	20231791	123,687.44	3 Lifepak 15's ARPA Funded	*no PO needed in a project fund
			Total for EMS	123,687.44		
			Total for Fund 103	965,670.66		
Fund 210 Impact Fee Fund						
	210-6001-00-9082	LJA Engineering, Inc	2021001010-R2	46,959.74	Eng Design Svcs for Water Plant 4 Storage Tank	*project ending and no budgeted amount
	210-6001-00-9082	LJA Engineering, Inc	2021001010-R2	154,517.83	Eng Design Svcs for Water Plant 4 Storage Tank	*project ending and no budgeted amount
			Total for Fund 210	201,477.57		
Fund 211 Utility Fund						
	Water					
	211-6001-00-3260	Bohen Equipment & Repair, LLC	20231772	20,000.00	Repairs to Verhalen Water Tower	*purchase never made so leaving open
	211-6001-00-2500	Gulf States Materials Inc	20231015	800.74	GYPSUM FOR STREET, WATER, SEWER REPAIRS	*blanket PO still being used
	211-6001-00-2500	JDB Services, Inc.	20231081	5,532.04	STABILIZED SAND - WATER	*blanket PO still being used
			Total for Water	26,332.78		
	Sewer					
	211-6002-00-2525	Hahn Equipment	20231700	4,730.00	Pump Repairs for LS #38	*used in November
	211-6002-00-2500	Gulf States Materials Inc	20231015	3,562.09	GYPSUM FOR STREET, WATER, SEWER REPAIRS	*blanket PO still being used
	211-6002-00-2500	JDB Services, Inc.	20231081	6,643.58	STABILIZED SAND - SEWER	*blanket PO still being used
			Total for Sewer	14,935.67		
			Total for Fund 211	41,268.45		
Fund 213 EMS Fund						
	213-3503-00-2225	Teleflex Funding LLC	2021000630-R2	2,504.52	Medical supplies	*blanket PO still being used
	213-3503-00-2225	Teleflex Funding LLC	2021001071-R2	146.84	Medical Supplies	*blanket PO still being used
	213-3503-00-2225	Bound Tree Medical LLC	20231672	4,360.79	Medical Supplies	*blanket PO still being used
			Total for Fund 213	7,012.15		
Fund 220 - Utility Project Fund						
	220-6001-00-3100	Freese and Nichols, Inc	20231452	4,771.63	LEAD & COPPER ENGINEERING STUDY	*ongoing project in fund
	220-6001-00-3100	Zenner USA, Inc	20231752	26,441.60	Back Flow Fire Hydrant Meter	*project completed in FY 2024
	220-6001-00-4150	Thirkettle Corporation	20231614	40,956.25	Sensus Analytic Integration	*ongoing project in fund
	220-6002-00-9058	LJA Engineering, Inc	2020001508-R3	8,414.75	ENGINEERING FOR GENERATORS	*project completed in FY 2024
	220-6002-00-9058	GrantWorks, Inc	2020001532-R3	8,012.40	ADMINISTRATIVE AND ENVIROMENTAL SERVICES	*ongoing project in fund
	220-6002-00-9058	C.F. McDonald Electric, Inc	2022000611-R1	128,762.90	CDBG-DR GENERATOR INSTALLATION PROJECT	*ongoing project in fund
	220-6003-00-3100	Freese and Nichols, Inc	2021000735-R2	7,719.78	Engineering Design Services	*ongoing project in fund
			Total for Fund 220	225,079.31		
Water Line Improvement						
	236-6001-00-9083	LJA Engineering, Inc	2022001068-R1	217,172.08	Engineering Design Services for Water Line Improve	*ongoing project in fund
	237-6001-00-9079	LJA Engineering, Inc	2022000635-R1	6,720.00	Professional Services for Acquisition 5 Easements	*ongoing project in fund

	Account Number	Vendor	PO Number	PO Amount		
	237-6001-00-9079	LJA Engineering, Inc	2022000665-R1	149,287.91	Water Line Improvement Project Phase 3	*ongoing project in fund
	238-6001-00-9079	D.L. Elliott Enterprises, Inc	20231240	1,576,969.74	Water Line Imp Phase 3 Project Construction	*ongoing project in fund
	239-6003-00-9070	LJA Engineering, Inc	2022000464-R1	48,480.00	Acquisition of 35 Easements & 1 Fee Simple Prop Ea.	*ongoing project in fund
	240-6003-00-9088	LJA Engineering, Inc	20231742	299,120.00	Eng Design Services for LS 33 Rehab & Expansion Pr	*ongoing project in fund
	240-6003-00-9087	Freese and Nichols, Inc	20231399	6,343.61	CMAR Procurement Assistance for WWTP Expansion Pro	*ongoing project in fund
	240-6003-00-9087	Freese and Nichols, Inc	20231647	5,675,520.98	Eng Design Svcs Final Design of WWTP Expansion Pro	*ongoing project in fund
	240-6003-00-9087	CSA Construction	20231650	488,840.00	CMAR Design Phase Services Contract	*ongoing project in fund
			Water Line Improve Total	8,468,454.32		
Fund 311- General Projects						
	311-2504-00-3100	AGCM, Inc	20231216	19,162.00	Pre-Project Planning Services for Alvin City Hall	*ongoing project in fund
	311-7001-00-3260	Terracon Consultants Inc	20231768	5,000.00	Consulting Services: Morgan Pk. RR/Storage Project	*ongoing project in fund
	311-7002-00-4100	Horizon International Group LLC	20231611	64,948.00	Library - Renovate Men's & Women's Restroom	*project completed in FY 2024
	311-9001-00-3530	Sean T. Rives	20231598	3,500.00	Construction Documents:SrCenter E.End PorteCochere	*ongoing project in fund
	311-9001-00-3530	Advanced Containment Syst	20231599	26,823.00	Repair Portable Restroom(currently out of service)	*ongoing project in fund
			Total for Fund 311	119,433.00		
Fund 312 Sales Tax Fund						
	312-5501-00-9024	Daniel Scott Engineering	20231712	90,700.00	Eng Design Services for 2023 Asphalt Pavement Proj	*ongoing capital project in fund
	312-5501-00-3390	Cherry Crushed Concrete	20231783	51,304.00	Purchase of Cement Sand	*ongoing street maintenance for PO use
	312-5501-00-3390	P Squared Emulsion Plants, LLC	20231784	29,416.48	Purchase of Asphalt Emulsion	*ongoing street maintenance for PO use
	312-5501-00-3390	G & S Asphalt, Inc	20231785	78,440.00	Purchase of Hot Mix Asphalt	*ongoing street maintenance for PO use
	312-5501-00-3390	Brazoria County Treasurer	20231786	2,060.00	Purchase of Asphalt Oils	*ongoing street maintenance for PO use
	312-5501-00-9030	Rodriguez Construction Group, LLC	20231466	621,018.37	2021 Concrete Pavement & Drainage Project	*ongoing capital project in fund
	312-5501-00-9030	Terracon Consultants Inc	20231526	18,256.25	2021 Concrete Paving & Drainage Project	*ongoing capital project in fund
	312-5501-00-9089	Texas Department of Transportation	20231781	45,843.00	Funding for the CR 172 Bridge Replacement Construc	*ongoing capital project in fund
	312-5501-00-4150	Associated Supply Co, Inc	20231514	104,782.35	CASE 580N 2WD CAB TRACTOR LOADER	*ongoing capital project in fund
	312-5501-00-4250	Mustang Machinery Company, LTD	20231305	35,795.17	SMALL ASHPALT ROLLER FOR STREET DEPARTMENT	*item received in FY 2024
	312-5501-00-3420	Knighton Inc	20231020	56,980.00	MOW BYPASS 35 AT \$8140 PER MOW	*blanket PO for ongoing ROW maintenance
	312-5501-00-2375	Gulf States Materials Inc	20231015	9,344.17	GYP SUM FOR STREET, WATER, SEWER REPAIRS	*blanket PO still being used
	312-5501-00-2375	JDB Services, Inc	20231081	5,276.82	STABILIZED SAND - STREET	*blanket PO still being used
			Total for Fund 312	1,149,216.61		
Moller Road Storm Improvements						
	318-5501-00-9032	Dannenbaum Engineering Company	2021000855-R2	181,260.43	Eng Design Svcs Moller Rd Storm Sewer and Pavement	*ongoing project in cap proj fund
			Moller Rd Improvement Total	181,260.43		
Fund 611 Fleet Maintenance						
	611-8001-00-3100	Don Love	20231271	550.00	CATHODIC PROTECTION INSPECTION	*blanket PO still being used
			Total for Fund 611	550.00		
Fund 612 Vehicle Replacement						
	612-8002-00-4150	Frazer, Ltd	20231787	204,300.00	Chassis for New Ambulance build	*needs to be reissued with vendor and correct price
			Total for Fund 612	204,300.00		
Fund 614 Computer Replacement						
	614-2506-00-4150	DataVox Inc	20231779	5,024.70	Emergency purchase of firewall for Police Department	*funds used in FY 24
			Total for Fund 614	5,024.70		
Fund 616 Facility Maintenance						
	616-8003-00-2125	Miracle Recreation Equipment Co Inc	20231485	3,878.12	Hugh Adams Pk-Playground Component: Crawl Tube	*no purchase made but leaving due to small dollar amount
	616-8003-00-3260	Waukesha-Pearce Industries Inc	20231134	4,610.38	Generator Preventative Maintenance For FY22-23	*using leftover in FY 24
	616-8003-00-3260	Miracle Recreation Equipment Co Inc	20231479	9,354.45	Pearson Pk-Replace2 Damaged/Worn Playground Slides	*using in FY 24
			Total for Fund 616	17,842.95		
			Grand Total for all Funds	11,586,590.15		



AGENDA COMMENTARY

Meeting Date: 1/4/2024

Department: Police Department

Contact: Robert Lee, Police Chief

Agenda Item: Consider Resolution 24-R-01, authorizing the City Manager to enter into a Multiple-Use Agreement with the Texas Department of Transportation allowing the installation and operation of Automated License Plate Recognition Cameras in the Texas Department of Transportation Right-of-Way; and providing an effective date.

Type of Item: Resolution

Summary: The Texas Department of Public Safety notified Alvin Police Department on Friday, December 15, 2023, that Resolution 22-R-33 required for the installation of FLOCK ALPR cameras was deficient. The previously passed resolution indicated that the agreement to install the ALPR cameras was between the City of Alvin and FLOCK LCC. The Department of Public Safety is in need of a resolution that authorizes an agreement between the City of Alvin and the Texas Department of Public Safety. The prescribed language has been incorporated in Resolution 24-R-01, and its approval is recommended by staff.

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: 12/28/2023 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Res 24-R-01; TxDPS FLOCK Camera Install
 2. Res 22-R-33; Flock Safety Cameras
-

Recommendation: Move to approve Resolution 24-R-01, authorizing the City Manager to enter into a Multiple-Use Agreement with the Texas Department of Transportation allowing the installation and operation of Automated License Plate Recognition Cameras in the Texas Department of Transportation Right-of-Way; and providing an effective date.

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒

RESOLUTION NO. 24-R-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTIPLE-USE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION ALLOWING THE INSTALLATION AND OPERATION OF AUTOMATED LICENSE PLATE RECOGNITION CAMERAS IN TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Alvin, Texas, has determined the addition of Automatic License Plate Recognition (ALPR) Cameras will increase public safety and aid the Police Department in its crime prevention efforts and strategies; and

WHEREAS, the City Council desires to engage with the Texas Department of Transportation (TxDOT) and asks that Flock safety be allowed to place ALPR Cameras in TxDOT right-of-way on behalf of the City of Alvin, Texas; and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager to sign a Multiple-Use Agreement with TxDOT; and

WHEREAS, this Resolution hereby revises Resolution 22-R-33 adopted by the Alvin City Council on December 15, 2022, relating to the installation of Flock cameras within the Right-of-Way of the Texas Department of Transportation.

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

Section 1. The City Council hereby authorizes the City Manager to enter into a Multiple-Use Agreement with TxDOT for the installation and operation of ALPR Cameras in TxDOT right-of-way.

Section 2. This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED on this 4th day of January 2024.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

RESOLUTION 22-R-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, APPROVING AND AUTHORIZING THE CITY CHIEF OF POLICE TO ENTER INTO A CONTRACT AGREEMENT WITH FLOCK SAFETY, INC. FOR THE ACQUISITION, INSTALLATION, MAINTENANCE AND MONITORING OF TWENTY-SIX (26) AUTOMATED LICENSE PLATE RECOGNITION (ALPR) CAMERAS, AND AUTHORIZE THE CHIEF OF POLICE TO SIGN SAID CONTRACT UPON LEGAL REVIEW.

WHEREAS, the City Council for the City of Alvin, Texas (the "City Council"), has determined the addition of Automated License Plate Recognition (ALPR) cameras would increase public safety the aiding the police department in its crime prevention and criminal investigation efforts and strategies; and

WHEREAS, the City Council has authorized and funded the acquisition and installation of twenty-six (26) ALPR cameras within the City through the City's General Fund FY 2022-23 budget resolution; and

WHEREAS, the City Council desired to engage the services of Flock Safety, Inc. for the acquisition, installation, maintenance, and monitoring of twenty-six (26) fixed, pole-mounted ALPR cameras; and

WHEREAS, the City Council, through approval of the FY 2022-23 budget resolution, authorized the Chief of Police (or his designee) to execute a 12-month contract (the "Agreement") attached hereto as Exhibit "A" and Exhibit "B" respectively, with Flock Safety, Inc.;

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

Section 1. Recitals Incorporated

The recitals set forth above are incorporated herein for all purposes as if set forth in full.

Section 2. Approval of Agreement

The City Council, by approving the decision package for twenty-six (26) ALPR cameras from Flock Safety, Inc., authorized the expenditure for the acquisition, installation, maintenance, and monitoring of twenty-six (26) ALPR cameras from Flock Safety, Inc. The City Council further

authorized the Chief of Police (or his designee) to execute any associated documents necessary to consummate the business relationship after review and approval of the City Attorney.

Section 3. Sunset Provision

In August of 2023, the Chief of Police shall provide evidence to the City Council of the effectiveness of the ALPR camera program in achieving goals of enhanced public safety and improved outcomes in the investigation of criminal offenses within the City. The City Council shall consider the evidence and decide whether to authorized renewal of the agreement.

Section 4. Open Meeting Act. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meeting Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this 15th day of December 2022.

CITY OF ALVIN, TEXAS

ATTEST

By: 
Paul A. Horn, Mayor

By: 
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 1/4/2024

Department: Fire Department

Contact: Kendall Hunting, Fire Chief

Agenda Item: Consider the purchase of eighty (80) Unication G4 Single Band P25 Voice Pagers along with associated accessories for the Alvin Volunteer Fire Department through Mobile Communications America, utilizing American Rescue Plan Act (ARPA) Funds, for an amount not to exceed \$65,064; and authorize the City Manager to sign related documents.

Type of Item: Action Item

Summary: The Fire Department would like to purchase eighty (80) Unication G4 Single Band P25 Voice Pagers and accessories using American Rescue Plan Act (ARPA) funds and procure the equipment and services from the provider through the sole-source method. The fire department currently utilizes an analog paging system to notify department personnel of an emergency. The police department has upgraded the emergency services dispatch center to a digital format and has experienced some operational issues with the current paging system that the fire department uses. The new pagers would be a 700-800MH digital platform with enhanced voice clarity and simplified updating capabilities. Additional updates to the existing analog system would become difficult and eventually not supported by the digital system.

Staff recommends approval.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐

Budgeted Item: Yes ☐ No ☒ N/A ☐

Funding Account: 103-3502-00-4150 **Amount:** \$65,064

1295 Form Required? Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒

Date Completed: 12/27/2023 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 12/28/23

Supporting documents attached:

1. Fire Dept Pagers Quote

Recommendation: Move to authorize the purchase of eighty (80) Unication G4 Single Band P25 Voice Pagers along with associated accessories for the Alvin Volunteer Fire Department through Mobile Communications America, utilizing American Rescue Plan Act (ARPA) Funds, for an amount not to exceed \$65,064; and authorize the City Manager to sign related documents.

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: ☒

QUOTATION

Page 1

823001110

Bill To:

Alvin Volunteer Fire Department
801 E South Street
Alvin, TX 77511

Ship To:

Alvin Volunteer Fire Department
801 E South Street
Alvin, TX 77511

Contact: Rex Klesel

Contact #: 281-388-4000

Contact: Rex Klesel

Contact #: 281-388-4000

Date: 12/19/2023		Customer #: 4170012400		Terms: NET 30 DAYS	
Qty	Item	Description	U/M	Unit Price	Extended
80	G4VP	G4 SINGLE BAND P25 VOICE PAGER 700-800MH	EA	665.00	53,200.00
20	G4XXUNME01B	REPLACEMENT BELT CLIP - BLACK	EA	13.95	279.00
20	T65G428001-R	G2/G3/G4/G5 Replacement Battery 2800mAh Lithium Ion	EA	31.50	630.00
1	S&H	SHIPPING/HANDLING	EA	75.00	75.00
80	NOTE	3-Year Extended Warranty (Optional)	EA	136.00	10,880.00
		3-Year Extended Warranty (Optional)			

Accepted By: _____ **Date:** _____

Please contact customer representative by phone or email with any questions:

Customer Rep: Ettienne Zak

Phone #:

Email: ettiennezak@callmc.com

Subtotal : \$65,064.00

Tax :

Total Quote : \$65,064.00

Effective August 1, 2018, all credit card payments are subject to a 2% convenience fee

Quote Valid for 30 Days.

All orders are subject to partial shipment and partial invoice

Tax calculations provided are estimates and are subject to change.



MOBILE COMMUNICATIONS AMERICA, INC. TERMS AND CONDITIONS

"MCA" shall mean Mobile Communications America, Inc. and "Buyer" shall mean the customer named in the applicable Order (defined below). "Parties" shall mean MCA and Buyer, collectively, and "Party" shall mean MCA or Buyer, individually. "Products," "Equipment" or "Services" shall individually or collectively mean the equipment and parts (with respect to Products and Equipment) and services (with respect to Services) referred to in the applicable Order. These Terms and Conditions ("T&Cs") shall apply to and form a part of all orders for Services and, if applicable, Products, issued by Buyer and expressly accepted by MCA (each, an "Order" and together with the T&Cs, the "Agreement"). The Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these T&Cs and the Order, these T&Cs shall govern, unless the Order expressly states that the terms and conditions of the Order shall control. Neither the transactions contemplated hereby and/or the Agreement, nor any Order consummated between the Parties, are intended to constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind. The Parties shall act as independent contractors at all times and neither Party shall act as an agent for the other, and the employees of one Party shall not be deemed employees of the other Party. Buyer shall place an Order with MCA in compliance with these T&Cs.

MCA reserves the right, without notice to Buyer, to provide any Product through, or cause any of its obligations under these T&Cs to be performed by, any of its Affiliates. In such case, the work shall be treated as a separate agreement between the Buyer and Affiliate, governed by these T&Cs with the Affiliate taking the place of MCA for all purposes herein. Buyer is to make payment directly to the Affiliate for such Orders. For the purposes of these T&Cs, "Affiliate" shall mean, with respect to a Party, any entity which owns or controls, is owned or controlled by, or is under common ownership or control with, such Party. In addition, MCA may subcontract the Services provided to Buyer to a third party without Buyer's consent, provided that such subcontracting will not release MCA from any of its obligations under the Agreement.

MCA's acceptance of an Order is expressly conditioned upon Buyer's consent to these T&Cs. These T&Cs prevail over any other terms and conditions or other provisions contained in Buyer's documentation whether pre-printed or attached to any Order or any other documentation exchanged by the Parties. If these T&Cs are not acceptable to Buyer, Buyer must so notify MCA prior to Order placement by specific written objection. Buyer's consent to these T&Cs will be conclusively established by Buyer's acceptance of a quote from MCA, unless written objections are received prior to Order placement. No waiver, alteration or modification of these T&Cs shall be binding on MCA unless in writing and signed by an Executive Officer of MCA. The quantity, quality and description of the Equipment shall be as specified in an applicable Order and/or any applicable specification agreed to in writing by the Parties. Solely with respect to Services, MCA's acceptance of an Order is also expressly subject to MCA's inspection of the site where the Services will be performed and its suitability for the Services in MCA's sole and absolute discretion.

QUOTATION DETAILS: All quotations reflect U.S. Dollars. All payments must be made in U.S. Dollars. If Buyer makes payment by check, the check must be drawn on a US bank. Payment shall not be deemed received by MCA for any purpose hereunder, including MCA's security interest in the Products, until such time as MCA receives cleared available funds. The price for the Services and, if applicable, the Products, or the manner or method by which such prices shall be set or finally determined, shall be set forth in the Order. Buyer acknowledges that Product prices may fluctuate due to manufacturer costs, supply chain variances or Force Majeure Events (hereinafter defined). As such, MCA reserves the right to adjust Services and/or Product prices accordingly and/or cancel Orders at any time. MCA will make reasonable effort to provide Buyer timely notice of such changes. The right to refuse to accept any Orders for any reason is reserved by MCA even if a previous quotation has been made.

TERMS AND METHODS OF PAYMENT: Payment shall be due and payable thirty (30) days from the date of invoice. Payment shall not be withheld on account of any claim by Buyer against MCA. If Buyer disputes any portion of a MCA invoice, Buyer shall pay the undisputed portion when due and MCA and Buyer shall work to resolve the dispute within thirty (30) days. Nonpayment or delay in payment by Buyer shall be considered a breach of the Agreement.

Each Order, assuming due fulfillment thereof, shall be considered a separate and independent transaction and payment therefor shall be made accordingly. If services, installation and/or shipments (as applicable to a particular Order) are delayed by the Buyer, payments shall be due on the date when MCA is prepared to perform (or cause a third party to perform). Products held for the Buyer shall be at the risk and expense of the Buyer. Products shipped as exchanges will be invoiced for full value until the exchange is complete and Product has been returned to MCA in good and working condition, at which point a credit for the full value will be given to Buyer. If the financial condition of the Buyer at any time does not, in MCA's sole and absolute discretion, justify continuance of performance or shipment on the terms of payment specified, MCA may require full or partial payment from the Buyer in advance in MCA's sole and absolute discretion. In the event of bankruptcy or insolvency of the Buyer, or in the event any proceedings are brought by or against the Buyer under any bankruptcy or insolvency laws, MCA shall be entitled to cancel any Order then outstanding and shall receive reimbursement for any expenses incurred by it in connection with such cancellation and any applicable cancellation charges.

Buyer grants to MCA a purchase money security interest in the Products, including any software provided hereunder, and to the proceeds thereof until the full price and all other liabilities due to MCA are satisfied. Upon payment in full to MCA, title to the Products shall pass to Buyer free of such security interest. Buyer hereby authorizes MCA to take any and all steps it determines are necessary to cause its security interest to be maintained and perfected, including, without limitation, the filing of any financing statements, and any amendments and/or renewals thereof. Any invoiced amount which is not paid in accordance with these T&Cs shall be considered overdue. MCA shall be entitled, without prejudice to any of its other rights or remedies, after a seven (7) day grace period to charge Buyer with interest at the rate of 1.5% of total past due amount. Buyer shall not deduct from any invoice any amounts, except such amounts as are set forth in any written credit memorandum (or equivalent) issued by MCA to Buyer prior to the due date of the outstanding invoice. Upon any default or breach by Buyer hereunder and to the extent applicable, MCA shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, which rights shall be cumulative. MCA shall have the right to enter Buyer's premises and repossess and remove any Products if full payment has not been timely received by MCA.



Buyer shall not and acknowledges that it will have no right, under these T&Cs or any other agreement, document, or law to withhold, offset or debit any amounts owed or due to MCA or any of its Affiliates, whether under these T&Cs or any other agreement between the Parties against any other amount owed or due to MCA or any of its Affiliates under any other document or agreement between MCA and/or any of its Affiliates, on the one hand, and Buyer and/or any of its Affiliates, on the other.

STANDARD TERMS WITHOUT CREDIT: If Buyer has not established preliminary credit with MCA, prepayment of full amount under the Agreement is required, unless such requirement is waived by MCA in its sole and absolute discretion.

STANDARD TERMS WITH CREDIT:

- A. Up to \$50,000.00 - Net within thirty (30) days after date of invoice submitted by MCA.
- B. Over \$50,000.00 require the below milestone payments:
 - 40% down once an Order is accepted by MCA
 - 50% once materials shipped for Buyer's use
 - 10% within thirty (30) days of the earlier of invoice or completion of installation, if applicable.

NON-STANDARD CREDIT TERMS: Negotiable prior to Order acceptance.

NON-STANDARD PAYMENT TERMS:

- A. Cash
- B. Credit card payments by customers with credit terms with MCA

Non-standard payment terms may be subject to convenience fees, in MCA's sole and absolute discretion.

LATE FEES: Without prejudice to any other rights or remedies of MCA, if payment is outstanding after a seven (7) day grace period, 1.5% of the total past due amount will be added to the balance.

TAXES: The prices stated in any quote or Order may not include any provision for sales, use, excise, or similar taxes. The amount of any and all such present or future taxes or other government charges applicable to the Services and, if applicable, the Products will be added by MCA to the sales price and shall be paid by the Buyer, unless Buyer provides MCA with a tax-exemption certificate acceptable to the taxing authority. If MCA is required to pay or bear the burden of any excluded tax, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty assessed, and Buyer shall pay to MCA the full payment of any such increase no later than ten (10) days after receipt of invoiced charges.

DELIVERY: Unless otherwise specifically stated in an agreement between the Parties, delivery of all Products shall be FOB MCA's shipping facility or at MCA's option, FOB point of manufacture. Ground shipment charges through carrier chosen by MCA, unless carrier agreed upon by Buyer and MCA, will be prepaid and added to invoice. Title and risk of loss or damage shall pass to Buyer upon MCA's delivery of the goods to a common carrier or other delivery agency for shipment to Buyer. MCA assumes no liability in connection with shipment nor shall the carrier in any way be construed to be an agent of MCA. MCA shall not be liable for any damages or penalty for delay caused by transportation or failure to give notice of such delay. The Equipment shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, if applicable, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course. The Equipment shall be delivered to the delivery address stated in the order on the date or within the period stated in the order, in either case during the Buyer's usual business hours. If MCA is unable to make deliveries as specified by Buyer, MCA shall notify Buyer immediately. Insurance is not included in the price unless requested by Buyer at the time of order placement. It shall be the responsibility of the Buyer to file claims with the carrier for loss or damage to goods while in transit.

INSPECTION: MCA shall take any steps necessary to comply with any reasonable request by the Buyer to inspect or test the Products prior to installation. If as a result of inspection or testing the Buyer is not satisfied that such Products will perform as anticipated per the written guidelines of the applicable manufacturer of a particular Product (each, a "Manufacturer"), and if the Buyer so informs MCA within seven (7) days of inspection or testing, MCA shall take commercially reasonable steps as are necessary to ensure compliance. Failure to so inform MCA within such seven (7)-day period shall constitute Buyer's irrevocable waiver of its rights under this Section.

LIMITED WARRANTY:

- A. **MANUFACTURER'S WARRANTIES.** Manufacturers of the Products provide warranties, including, a software warranty and a license warranty, of varying periods and coverage (collectively, "Manufacturer Warranties"). Written copies of Manufacturer Warranties are available upon request. Buyer acknowledges and agrees that MCA shall have no obligation whatsoever in respect of Manufacturer Warranties and makes no warranty with respect to any goods or supplies supplied by any third party.
- B. **LIMITED SERVICES WARRANTY.** MCA warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Agreement ("Limited Services Warranty"). The Limited Services Warranty shall survive for a period of twelve (12) months following the date Services commences (the "Warranty Period"). The Limited Services Warranty is not assignable or transferrable to any third party (including any Affiliate of Buyer).
- C. **WARRANTY DISCLAIMER. EXCEPT FOR THE LIMITED SERVICES WARRANTY, MCA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO SERVICES AND/OR ANY PRODUCT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; OR (E) OTHER WARRANTY WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**
- D. **WARRANTY CONDITIONS.** MCA shall not be liable for a breach of the Limited Services Warranty unless: (A) Buyer gives written notice of breach thereof, reasonably described, to MCA within twenty (20) days of the time when Buyer discovers or ought to have discovered the breach and such notice is given during the Warranty Period and (B) MCA reasonably verifies Buyer's claim that the Services was defective. MCA shall not be liable for a breach of the Limited Services Warranty if (i) Buyer makes any further use of such Products after giving such notice; (ii) the defect arises because Buyer failed to follow MCA's oral or written instructions as to the storage, installation,



commissioning, use or maintenance of the Products; or (iii) Buyer alters or repairs such Products without the prior written consent of MCA.

- E. **EXCLUSIVE REMEDIES.** Subject to Buyer's compliance with the paragraph titled "Warranty Conditions" above, Buyer's sole and exclusive remedy for breach of the Limited Services Warranty shall be, in MCA's sole discretion, (i) to repair or re-perform the applicable Services or (ii) to credit or refund the price of such Services at the pro rata contract rate. **SUCH REMEDY SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND MCA'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED SERVICES WARRANTY.**

SHORTAGES AND DEFECTS OF PRODUCTS: Buyer will be deemed to have accepted the Products upon shipment unless MCA is notified in writing of the rejection of any unit of the Product. Any claim of shortages or defects must be made within three (3) days of delivery to Buyer. Claims must be provided to MCA in writing and must detail for MCA the specific reason(s) for rejection. Buyer shall afford MCA prompt and reasonable opportunity to inspect all Products against which any claim is made. Buyer shall not return any Equipment to MCA without prior authorization. After MCA has reviewed the rejection notice and authorized the return, Buyer will return the unit to MCA (or MCA's designee) in the same condition as when it was received. All returns must be in the original container and packaging along with all accessories and instructions included must be shipped freight prepaid. Notwithstanding the foregoing, (a) in the event MCA reasonably determines that the basis for rejection relates to a matter covered by a Manufacturer Warranty, MCA shall have no liability under this Section other than to inform Buyer of such determination.

FORCE MAJEURE: MCA shall not be responsible for any failure to perform due to causes beyond its reasonable control, such as, but not limited to, acts of God, flood, fire, earthquake, explosion, acts of the Buyer, acts of civil or military authority, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, embargoes or blockades, national or regional emergency, judicial action, pandemic, epidemic, default of subcontractors or vendors, labor disputes, accident, failure or delays on transportation, and inability to obtain necessary power, labor or materials (each, a "Force Majeure Event"). In the event of any delay due to such causes, or other difficulties, (whether or not similar in nature to any of those specified) the date of delivery shall be extended in writing for a period equal to the time lost.

CANCELLATION: Special order items are not cancelable due to restrictions in third party vendor terms and conditions. Orders of (i) Products regularly stocked by MCA and (ii) Services may be cancelled, subject to the following terms. If Buyer provides written notice of cancellation prior to shipment of Products or commencement of the Services (whichever occurs first), the Order may be cancelled without charge. If Buyer provides written notice of cancellation once shipment of Products has occurred or Services have commenced, but prior to delivery and installation (with respect to Products) or completion (with respect to Services), Equipment may be returned at Buyer's expense and may be subject to restocking charges and Buyer will be charged and agrees to pay for all Services (or portion thereof) rendered to Buyer. Programmed Equipment may be returned at MCA's discretion and will be subject to a reprogramming fee. Orders may not be cancelled once Products are delivered and installed. Orders may not be cancelled, and Buyer will be charged for and agrees to pay for all Equipment actually delivered or Services rendered, upon the earlier of (x) the completion of the Services and (y) the delivery and installation of the Products.

ASSIGNMENT: The Buyer shall not assign in whole or in part these T&Cs or any interest therein or any rights hereunder without the written consent of MCA, which shall not be unreasonably withheld or delayed. Any such assignment without consent shall be void. Notwithstanding the foregoing, MCA may assign these T&Cs or any other agreement between the Parties, without consent in whole or in part, for the purposes of corporate reconstruction, reorganization, or analogous proceeding, or to (a) any Affiliate; or (b) a third party in the event of a merger, recapitalization, conversion, consolidation, other business combination or sale of all or substantially all of the assets of MCA to such third party.

TERMINATION FOR DEFAULT: In the event that a Party (the "Breaching Party") is in breach of a material provision of the Agreement, the other Party (the "Non-Breaching Party") shall submit a written cure notice to the Breaching Party advising of such breach. Except in the case of amounts due to MCA from Buyer, which shall be paid immediately upon Buyer's receipt of the notice, the Breaching Party shall have thirty (30) days from receipt of such notice to cure the breach. If the Breaching Party does not cure the breach within the thirty (30) day cure period, the Non-Breaching Party may terminate the Order.

SEVERABILITY: If any provision or part-provision of these T&Cs is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these T&Cs.

DISPUTES: MCA and Buyer shall attempt in good faith to resolve any dispute, controversy, or claim arising under or relating to an Order or these T&Cs by negotiation between the representatives of each Party who have the authority to settle the dispute. If the Parties are unable to resolve such dispute, either Party may refer the dispute to arbitration. The arbitration shall be conducted in English and in accordance with the Commercial Rules of the American Arbitration Association, which shall administer the arbitration and act as appointing authority. The arbitration, including the rendering of the decision and/or award, shall take place in Spartanburg County South Carolina, United States of America, and shall be the exclusive forum for resolving the dispute, controversy, or claim. The arbitrator shall make the final determination as to any discovery disputes between the Parties. Examination of witnesses by the Parties and by the arbitrator shall be permitted. A written transcript of the hearing shall be made and furnished to the Parties. The cost of this transcript shall be borne equally by the Parties. The award or decision of the arbitrator shall state the reasons upon which the award or decision is based and shall be final and binding upon the Parties. The prevailing Party shall be entitled to compensation for the expense of the arbitration, including, but not limited to, the award of attorneys' fees, at the discretion of the arbitrator. The award shall be enforceable before any court of competent jurisdiction upon the application to such court by either Party. Each Party irrevocably and unconditionally waives any right to a trial by jury in respect to any legal action arising from these T&Cs or any other agreement between the Parties.

GENERAL: Both Parties will comply with all applicable federal, state and local laws. These T&Cs shall be governed by the laws of the State of South Carolina, without regard for conflict of laws provisions thereof. If any term or provision of these T&Cs shall to any extent be held by a court or other tribunal to be invalid, void or unenforceable, then that term or provision shall be inoperative and void insofar as it is



conflict with the law, but the remaining terms and provisions shall nevertheless continue in full force and effect and the rights and obligations of the Parties shall be construed and enforced as if these T&Cs did not contain the particular term or provision held to be invalid, void or unenforceable. The failure of MCA to insist, in any one or more instances, upon the performance of any such term, covenant or conditions of these T&Cs or to exercise any right herein, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of the Buyer with respect to such future performance shall continue in full force and effect.

GOVERNMENT CONTRACTS: In the event that the Buyer's customer is the United States Government, the Services and, if applicable, Products are purchased as Commercial Services or Commercial Products, respectively, under the Federal Acquisition Regulation ("FAR"), and MCA will agree to comply with, if applicable, FAR 52.212-5 (Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Products and Commercial Services). Any other Government flow downs shall be negotiated by the Parties and agreed upon between the Parties in writing prior to acceptance of an Order by MCA.

FCC AND OTHER GOVERNMENT MATTERS: Although MCA may assist in the preparation of FCC License Applications as a courtesy, Buyer is solely responsible for obtaining any licenses dictated under the FCC's rules and regulations or required by any other Federal, State or Local government agency. Neither MCA nor any of its employees is an agent of the Buyer in FCC or other governmental matters.

LIMITATIONS:

- A. **LIMITATIONS OF MCA LIABILITY.** IN NO EVENT SHALL MCA BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY MATTER ARISING OUT OF OR RELATED TO THESE T&Cs IN RESPECT OF ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- B. **MAXIMUM LIABILITY.** IN NO EVENT SHALL MCA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE T&Cs, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PARTICULAR PRODUCTS SOLD AND/OR SERVICES RENDERED HEREUNDER WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.
- C. **EXCLUSIONS.** Notwithstanding the foregoing, the limitations of MCA's liability set forth herein shall not apply to (i) liability resulting from MCA's willful misconduct and (ii) death or bodily injury resulting exclusively from MCA's acts or omissions.
- D. **INSURANCE:** It is further understood that MCA is not an insurer, and that Buyer shall obtain and maintain all necessary and appropriate policies of insurance in respect of its obligations under these T&Cs. MCA does not represent or warrant, and MCA hereby expressly disclaims any responsibility for, that Products will avert or prevent occurrences, or the consequences therefrom, which are monitored, detected, or controlled with the use of the Equipment sold herein.
- E. **NO REPRESENTATIONS.** MCA's representatives are only authorized to fill in the blanks on any agreement, sales order or quote form governed by these T&Cs. The issuance of information, advice, approvals, instructions or cost projections by MCA sales or service personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect MCA and Buyer's rights and obligations hereunder, unless that same is in writing and signed by an officer of MCA with the explicit statement that it constitutes an amendment to this Agreement.

INDEMNIFICATION: Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party, its officers, directors, and employees (the "Indemnified Party") from and against any and all liabilities, losses, damages, expenses, liens, claims, demands, actions, judgments, settlements, interest, awards, penalties, fines costs and expenses, including, without limitation, reasonable attorneys' fees, costs of collection, costs of recovering insurance, and costs of enforcing this indemnification provision ("Claims") for death, personal injury, or property damage arising out of any negligent act or omission of the Indemnifying Party in the performance of an Order, except to the extent such Claims are contributed to by (i) the negligence or willful misconduct of the Indemnified Party or (ii) the negligence or willful misconduct of any third parties. Buyer agrees to indemnify, defend, and hold harmless MCA, its officers, directors, and employees for any and all claims, including claims asserted by third parties, related to any Equipment or Services performed in whole or in part by MCA. The Indemnified Party agrees to (i) notify the Indemnifying Party in writing of any Claims as soon as reasonably practicable; (ii) allow the Indemnifying Party to control the defense of any such Claim and related settlement negotiations; and (iii) reasonably cooperate with the Indemnifying Party in any defense actions.

PATENT, COPYRIGHT AND TRADEMARKS:

- A. **COPYRIGHT AND MASK WORKS:** Laws in the United States and other countries preserve for manufacturers certain exclusive rights, in the manufacturer's software incorporated into any Product ("Manufacturer's Software") or included in Services, mask works and other works of authorship furnished hereunder, including, without limitation, the exclusive rights to prepare work derived from same, reproduce copies in same and distribute copies of same. Such Manufacturer's Software, mask works and other works of authorship may be used in, and redistributed with, only the equipment which incorporates the same. No other use, including without limitation, the reproduction, modification, or disassembly of such Manufacturer's Software, mask works and other works of authorship or exclusive rights in same is permitted.
- B. **REVERSE ENGINEERING:** Buyer acknowledges manufacturer's claim that the Manufacturer's Software and Equipment furnished hereunder contain valuable trade secrets of manufacturer and therefore agrees that it will not translate, reverse engineer, decompile, or disassemble, or make any other unauthorized use of such manufacturer's software and equipment. Since unauthorized use of such Manufacturer's Software and equipment will greatly diminish the value of such trade secrets.
- C. **LOGOS AND TRADEMARKS:** Buyer shall not have a right to use any trademarks, names, slogans, or designations of MCA or any manufacturer of products incorporated into or included in any Products and/Services.



AGENDA COMMENTARY

Meeting Date: 1/4/2024

Department: Legal Department

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider Ordinance 24-B, granting consent to the creation of the Preservation Creek Municipal Utility District No. 1; containing various provisions related to the foregoing subject; and making certain findings related thereto.

Type of Item: Ordinance

Summary: On December 6, 2023, the City received a Petition for the Consent to the Creation of the Preservation Creek Municipal Utility District (MUD) #1 from WB West Alvin Land LLC. This MUD will serve approximately 2,692.37 acres of land that resides within the corporate limits and extraterritorial jurisdiction of the City of Alvin, Texas.

The Developer proposes to develop this land as a Master Planned Community to include single family and multi family residential properties and claims that there is not now available within the area an adequate waterworks system, sanitary sewer system, or drainage and storm sewer system. Petitioner states that a public necessity exists for the creation of the District to provide for such systems to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community. The landowner has consented to conditions, which are attached to the Ordinance as Exhibit B. These conditions will ensure the approval by the City of all plans and specifications for the construction of certain water, sewer and drainage infrastructure facilities, the sale of bonds, and the coordination and allocation of projects.

Staff recommends approval of Ordinance 24-B.

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: 12/28/2023 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 12/28/23

Supporting documents attached:

1. Ord 24-B; Consent to Creation of MUD 1
2. Petition for Consent Cover Ltr.
3. Petition for Consent to Creation of Preservation Creek signed (final conditions)
4. Preservation Creek Municipal Utility District No 1 VIC Map
5. Preservation Creek Municipal Utility District No 1 Map

Recommendation: Move to approve Ordinance 24-B, granting consent to the creation of the Preservation Creek Municipal Utility District No. 1; containing various provisions related to the foregoing subject; and making certain findings related thereto.

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: X

Reviewed by City Manager, if applicable: __

ORDINANCE NO. 24-B

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, GRANTING CONSENT TO CREATION OF PRESERVATION CREEK MUNICIPAL UTILITY DISTRICT NO. 1; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

WHEREAS, pursuant to Chapters 49 and 54 of the Texas Water Code, WB WEST ALVIN LAND LLC, the owner of real property in Brazoria County, Texas, has petitioned the City for consent to creation of Preservation Creek Municipal Utility District No. 1 (the “District”) to serve the approximately 2,692.37 acres of land in Brazoria County, Texas, described in the attached Exhibit “A;” and

WHEREAS, some or all 2,692.37 acres of the land within the District is located within the corporate limits or extraterritorial jurisdiction of the City of Alvin, Texas (the “City”); and

WHEREAS, Texas Local Government Code, Section 42.042 provides that land within the extraterritorial jurisdiction of a city may not be included within a municipal utility district without the written consent of such city, town, or village; and

WHEREAS, Petitioner has submitted to the Mayor and City Council of the City, a petition for Consent to Creation of Preservation Creek Municipal Utility District No. 1; and

WHEREAS, the general nature of the work to be done in the District is the (i) purchase, design, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of a waterworks and sanitary sewer system for residential and commercial purposes; (ii) construction, acquisition, improvement, extension, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide more adequate drainage for the District; (iii) control, abate and amend local storm waters or other harmful excesses of waters; (iv) and such other purchase, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of such additional facilities, including roads, parks and recreation facilities, systems, and enterprises as shall be consistent with all of the purposes for which the District is created; and

WHEREAS, the City Council of the City desires to adopt Ordinance 24-B as set forth herein for the purpose of consenting to the creation of the District.

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

Section 1. The findings contained in the preamble of this Ordinance are declared to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. The City Council of the City of Alvin, Texas, hereby specifically gives its written consent, as provided by Section 42.042 of the Texas Local Government Code, to the creation of the Preservation Creek Municipal Utility District No. 1, some or all of which is currently within the extraterritorial jurisdiction of the City of Alvin, the boundaries of such land being described by metes and bounds described in Exhibit “A,” attached hereto and made a part of hereof for all purposes.

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

PASSED AND APPROVED on this the 4th day of January 2024.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



HOUSTON
3200 Southwest Freeway,
Suite 2600
Houston, TX 77027
(713) 860-6400

Mai Lynn Womack
Legal Assistant
mwomack@abhr.com
(713) 800-8061

December 5, 2023

VIA EMAIL

VIA FEDERAL EXPRESS

Ms. Dixie Roberts, City Secretary
City of Alvin
216 West Sealy Street
Alvin, TX 77511

Re: Proposed Creation of Preservation Creek Municipal Utility District No. 1
(the "District")

Dear Ms. Roberts:

Enclosed please find a Petition for Consent to Creation of the District. Please present this petition to City Council for consideration and approval at the next Council meeting.

If you should have any questions regarding the Petition or need additional information, please contact me at the number above or the attorneys for the District, Angie Lutz at 713-860-6470 or Nellie Connally at 713-860-6497.

Sincerely,

Mai Lynn Womack

Enclosure

cc via email: Mr. Junru Roland, City Manager
Ms. Angela Lutz (Firm)
Ms. Nellie Connally (Firm)
Mr. Andrew Vaughn (Firm)

1149951

CENTRAL TEXAS
919 Congress Avenue, Suite 1500
Austin, TX 78701
(512) 518-2424

NORTH TEXAS
4514 Cole Avenue, Suite 1450
Dallas, TX 75205
(972) 823-0800

abhr.com

PETITION FOR CONSENT TO THE CREATION
OF A MUNICIPAL UTILITY DISTRICT

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF ALVIN,
TEXAS:

The undersigned, WB WEST ALVIN LAND LLC, a Texas limited liability company (herein the "Petitioner"), acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, as amended, respectfully petitions the City Council of the CITY OF ALVIN, TEXAS, for its written consent to the creation of a municipal utility district and would show the following:

I.

The name of the proposed District shall be PRESERVATION CREEK MUNICIPAL UTILITY DISTRICT NO. 1 (the "District").

II.

The District shall be created and organized under the terms and provisions of Article XVI, Section 59 and Article III, Section 52 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto.

III.

The District shall contain an area of 2,962.37 acres of land, more or less, situated in Brazoria County, Texas. All of the land is either within the corporate limits or extraterritorial jurisdiction (as such term is defined in Local Government Code Section 42.021 et. seq., as amended) of the City. All of the land proposed to be included may properly be included in the District. The land proposed to be included within the District is described by metes and bounds in Exhibit A, which is attached hereto and incorporated herein for all purposes (the "Land").

IV.

The Petitioner holds fee simple title to a majority in value of the Land. The Petitioner hereby represents that it owns a majority in value of the Land, as indicated by the certificate of ownership provided by the Brazoria County Appraisal District.

V.

The Petitioner represents that there are no lienholders on the Land other than Brazoria Meadows, L.P., a Texas limited partnership and Star State Land, L.P., a Texas limited partnership and that there are no residents on the Land.

VI.

The general nature of the work to be done by the District at the present time is the purchase, design, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of a waterworks and sanitary sewer system for residential and commercial purposes, and the construction, acquisition, improvement, extension, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate and amend local storm waters or other harmful excesses of waters, and such other purchase, construction, acquisition, maintenance, ownership, operation, repair, improvement, and extension of such additional facilities, including parks and recreational facilities, and road facilities, systems, plants and enterprises as shall be consistent with all of the purposes for which the District is created.

VII.

There is, for the following reasons, a necessity for the above-described work. The Land is urban in nature, is within the growing environs of the City, and is in close proximity to populous and developed sections of Brazoria County, Texas. There is not now available within the area, which will be developed for residential and commercial uses, an adequate waterworks system, sanitary sewer system, or drainage and storm sewer system or adequate road facilities, or parks and recreational facilities. The health and welfare of the present and future inhabitants of the area and of the territories adjacent thereto require the purchase, design, construction, acquisition, ownership, operation, repair, improvement and extension of an adequate waterworks system, sanitary sewer system, and drainage and storm sewer system and road facilities and parks and recreational facilities. A public necessity, therefore, exists for the creation of the District, to provide for the purchase, design, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of such waterworks system, sanitary sewer system, and drainage and storm sewer system and road facilities and parks and recreational facilities, to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VIII.

Petitioner, by submission of this Petition, requests the City's consent to the creation of the District containing the Land under the same conditions as set forth in **Exhibit B** attached hereto and incorporated herein for all purposes. Petitioner hereby covenants that if the requested consent to creation of the District is given, Petitioner will adopt and abide by said conditions.

IX.

A preliminary investigation has been made to determine the cost of the proposed District's waterworks system, sanitary sewer system, and drainage and storm sewer system projects, and it is now estimated by the Petitioner, from such information as it has at this time, that such cost will be approximately \$140,490,362.

X.

A preliminary investigation has been made to determine the cost of the proposed District's road projects, and it is now estimated by the Petitioner, from such information as it has at this time, that such cost will be approximately \$91,441,997.

XI.

A preliminary investigation has been made to determine the cost of the proposed District's park and recreational facilities, and it is now estimated by the Petitioner, from such information as it has at this time, that such cost will be approximately \$154,627,945.

XII.

The total cost of the proposed District's projects is estimated by the Petitioner to be approximately \$386,560,304.

WHEREFORE, the Petitioner prays that this petition be heard and that the City Council duly pass and approve an ordinance or resolution granting the consent to the creation of the District and authorizing the inclusion of the Land within the District.

[EXECUTION PAGE FOLLOWS]

RESPECTFULLY SUBMITTED this 1st day of December, 2023.

WB WEST ALVIN LAND LLC,
a Texas limited liability company

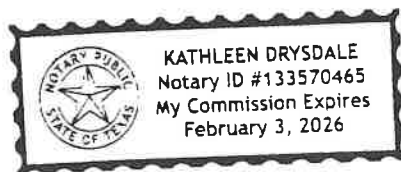
By: 

Name: Ting Qiao

Title: Manager

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on The 1st day of December, 2023, by Ting Qiao, as Manager of WB WEST ALVIN LAND LLC, a Texas limited liability company, on behalf of said limited liability company.



(NOTARY SEAL)


Notary Public, State of Texas

Attachments:

Exhibit A: Description of the Land

Exhibit B: Conditions of City of Alvin

EXHIBIT A

**METES AND BOUNDS DESCRIPTION
PRESERVATION CREEK MUNICIPAL UTILITY DISTRICT NUMBER 1
BEING A 2,962.37 ACRE TRACT OF LAND
IN THE H.T. & B. R.R. CO. SURVEY, ABSTRACT 236,
H.T. & B. R.R. CO. SURVEY, ABSTRACT 252,
W.D.C. HALL SURVEY, ABSTRACT 69,
C. M. HAYS SURVEY, ABSTRACT 534,
S.F. AUSTIN SURVEY, ABSTRACT 24,
BRAZORIA COUNTY, TEXAS**

DESCRIPTION OF A 2,962.37 ACRE TRACT OF LAND SITUATED IN THE H.T. & B. R.R. COMPANY SURVEY, ABSTRACT 236, H.T. & B. R.R. COMPANY SURVEY, ABSTRACT 252, THE W.D.C. HALL SURVEY, ABSTRACT 69, THE C. M. HAYS SURVEY, ABSTRACT 534 AND THE S.F. AUSTIN SURVEY, ABSTRACT 24, BRAZORIA COUNTY, TEXAS, SAID 2,962.37 ACRE TRACT BEING A COMPOSITE OF THREE TRACTS OF LAND CONVEYED TO WB WEST ALVIN LAND LLC UNDER BRAZORIA COUNTY CLERK'S FILE NO. (B.C.C.F. No.) 2022033165 (CALLED 2,698.28 ACRES), B.C.C.F. No. 2022033167 (CALLED 168.36 ACRES) AND B.C.C.F. NO. 2022033174 (CALLED 95.72 ACRES); SAID 2,962.37 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at the intersection of the southerly right-of-way line of FM 1462 (150-foot wide at this location based on TxDOT right-of-way maps dated March, 1968) with the easterly right-of-way line of State Highway No. 288 (variable width at this location), said corner being at the northerly end of a 265.70-foot cutback corner and marking the northwesterly corner of said 2,698.28 acre tract and having Texas State Plane coordinates, South Central Zone 1983, of X=3,107,125.60 and Y=13,692,851.01, from which a Type I Concrete Monument bears, South 50°23' West, 1.63 feet;

THENCE, along the southerly right-of-way lines of said FM 1462 the following eight (8) courses and distances;

- (1) South 85°19'46" East, for a distance of 173.00 feet to a point for corner from which a Type I TxDOT monument bears South 38°54' East, 0.69 feet;
- (2) North 04°39'54" East, for a distance of 25.00 feet to a point for corner from which a Type I TxDOT monument bears South 71°11' East, 0.52 feet;
- (3) South 85°19'46" East, for a distance of 160.84 feet to a point for corner from which a Type I TxDOT monument bears South 52°07' West, 1.52 feet;
- (4) South 82°28'01" East, for a distance of 100.12 feet to a point for corner from which a Type I TxDOT monument bears South 58°43' West, 0.56 feet;
- (5) South 85°19'46" East, for a distance of 400.00 feet to a point for corner from which a Type I TxDOT monument bears South 84°46' West, 2.77 feet;
- (6) North 87°32'44" East, for a distance of 201.56 feet to a point for corner from which a Type I TxDOT monument bears South 80°09' West, 1.83 feet;
- (7) South 85°19'46" East, for a distance of 875.45 feet to a found 3/4-inch iron rod found marking a point of curvature;
- (8) in a southeasterly direction along the arc of said curve to the left having a radius of 1461.76 feet, a central angle of 05°59'34", an arc length of 152.89 feet, and a chord bearing of South 88°19'33" East, for a distance of 152.82 feet to a 1/2-inch iron found for corner;
- (9) **THENCE**, South 02°10'16" East, for a distance of 3,613.48 feet to a 3/4-inch pinched top iron pipe called for and found for corner;
- (10) **THENCE**, North 87°09'51" East, for a distance of 2,465.62 feet to a 1 1/2-inch iron pipe called for and found for corner;
- (11) **THENCE**, North 87°18'48" East, for a distance of 10.58 feet to 5/8-inch iron rod found for corner;

- (12) **THENCE**, North 02°08'49" West, for a distance of 3,643.30 feet to a point for corner in the southerly right-of-way line of FM 1462 (100 feet wide at this location based on TxDOT right-of-way maps dated January 1950), from which a 3/4-inch pinched top iron pipe bears South 02°08'49" East, 2.21 feet;
- (13) **THENCE**, North 85°40'14" East, along said southerly right-of-way line of FM 1462 for a distance of 1,117.57 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" called for and found for corner;
- (14) **THENCE**, South 02°51'46" East, for a distance of 3,670.77 to a 5/8-inch iron rod with cap stamped "S. Adams 3666" called for and found for corner;
- (15) **THENCE**, North 86°53'01" East, for a distance of 2,594.08 feet to a 5/8-inch iron rod called for and found for corner;
- (16) **THENCE**, North 03°03'17" West, for a distance of 1,349.78 feet to a 1/2-inch iron rod called for and found for corner;
- (17) **THENCE**, South 49°57'13" East, for a distance of 1,185.28 feet to 1/2-inch iron pipe called for and found for corner;
- (18) **THENCE**, South 49°46'26" East, for a distance of 238.20 feet to a 1/2-inch iron pipe called for found for corner;
- (19) **THENCE**, South 49°41'40" East, for a distance of 1,180.22 feet to a 3/4-inch iron pipe called for found for corner;
- (20) **THENCE**, South 86°54'59" West, for a distance of 1,739.86 feet to a 5/8-inch iron rod called for and found for corner;
- (21) **THENCE**, South 03°00'29" East, for a distance of 1,178.57 feet to a 1/2-inch iron pipe called for and found for corner;
- (22) **THENCE**, South 02°56'54" East, for a distance of 5,264.85 feet to an axle called for and found for corner;
- (23) **THENCE**, South 02°55'35" East, for a distance of 4,527.81 feet to an axle called for and found for corner;
- (24) **THENCE**, North 86°55'04" East, for a distance of 2,737.17 feet to an axle called for and found for corner;
- (25) **THENCE**, South 03°14'39" East, for a distance of 853.88 to a 4-inch concrete monument called for and found for corner;
- (26) **THENCE**, South 03°05'26" East, for a distance of 4,181.74 feet to a 1-1/2-inch iron pipe called for and found for corner;
- (27) **THENCE**, South 86°57'54" West, for a distance of 5,518.87 feet to a 4-inch concrete monument called for and found for corner;
- (28) **THENCE**, North 03°03'11" West, for a distance of 5,027.44 feet to a 1/2-inch iron rod called for found for corner;
- (29) **THENCE**, South 86°56'26" West, for a distance of 2,208.96 feet to a found 3/4-inch iron rod called for found for corner;
- (30) **THENCE**, North 03°05'44" West, for a distance of 2,677.13 feet to a point for corner;
- (31) **THENCE**, South 86°46'18" West, for a distance of 2,568.13 feet to a point for corner;
- (32) **THENCE**, North 02°59'46" West, for a distance of 60.14 feet to a point for corner in the northerly right-of-way line of County Road 51 as shown on the aforementioned SH 288 right-of-way maps

from which a Type I TxDOT monument bears North 67°17' West, 1.03 feet;

- (33) **THENCE**, South 87°00'14" West, along the northerly right-of-way line of said County Road 51 for a distance of 150.00 feet to a point for corner at the southerly end of a cutback corner in the easterly right-of-way of said State Highway 288 from which a 1/2-inch iron rod bears South 67°22' East, 0.93 feet;

THENCE, along the easterly right-of-way of said State Highway 288 the following ten (10) courses and distances:

- (34) North 49°33'41" West, for a distance of 72.61 feet to a point of curvature from which a Type I TxDOT monument bears North 55°01' West, 0.66 feet;
- (35) in a northwesterly direction along the arc of said curve to the left having a radius of 458.37 feet, a central angle of 44°14'59", an arc length of 354.00 feet, and a chord bearing of North 31°22'16" West, for a distance of 345.27 feet to a point of tangency from which a 1/2-inch iron rod bears North 60°41' West, 0.71 feet;
- (36) North 53°29'46" West, for a distance of 80.13 feet to a point of curvature;
- (37) in a northwesterly direction along the arc of said curve to the right having a radius of 1,273.24 feet, a central angle of 50°30'00", an arc length of 1122.22 feet, and a chord bearing of North 28°14'46" West, for a distance of 1,086.25 feet to a point for corner from which a 1/2-inch iron rod bears North 79°03' West, 0.84 feet;
- (38) South 87°00'14" West, for a distance of 60.00 feet to a point for corner from which a 1/2-inch iron rod bears North 79°41' West, 0.76 feet;
- (39) North 02°59'46" West, for a distance of 7,517.41 feet to a point of curvature from which a Type I TxDOT monument bears South 10°57' East, 2.78 feet;
- (40) in a northwesterly direction along the arc of said curve to the left having a radius of 11,669.16 feet, a central angle of 02°17'57", an arc length of 468.26 feet, and a chord bearing of North 04°08'44" West, for a distance of 468.23 feet to a point of tangency from which a Type I TxDOT monument bears South 04°17' West, 0.75 feet;
- (41) North 05°17'43" West, for a distance of 1,947.71 feet to a point for corner, from which a 1/2-inch iron rod called for and found bears North 25°36' East, 0.48 feet;
- (42) North 02°04'42" West, for a distance of 1,036.10 feet to a point for corner from which a Type I TxDOT monument bears South 26°16' East, 0.96 feet;
- (43) North 46°17'46" East, for a distance of 265.70 feet to the **POINT OF BEGINNING** and containing 2,962.37 acres of land.

This document was prepared under 22 TAC 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

EDMINSTER, HINSHAW, RUSS AND ASSOCIATES, INC. dba EHRA, Inc. TBPELS No. 10092300

Robert L. Boelsche

Robert L. Boelsche, R.P.L.S.
Texas Registration No. 4446
10011 Meadowglen Lane
Houston, Texas 77042
713-784-4500



Date: October 11, 2023
Job No: 211-084-00
File No: R:\2021\211-084-00\Docs\Description\Boundary\District Boundary\21108400V-PBMB01.doc

Exhibit B
Consent Conditions

(a) The District may issue bonds, including refunding bonds, for any purposes authorized by law, including but not limited to, purchasing, refinancing, designing and constructing, or otherwise acquiring water works systems, sanitary sewer systems, storm sewer systems, and drainage facilities, recreational facilities, road facilities or parts of such systems or facilities, and to make any and all necessary purchases, constructions, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. None of such bonds, other than refunding bonds, will be sold for less than 97 percent of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date of the sale of such bonds.

(b) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the City, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage and road facilities to serve the District and obtain the approval of such plans and specifications therefrom. All plans will conform to the design criteria of the City. Prior to the construction of such facilities within or by the District, the District or its engineer will give written notice to the City, stating the date that construction will be commenced. The construction of the District's water, sanitary sewer, drainage and road facilities will be in accordance with the approved plans and specifications; and during the progress of the construction and installation of such facilities, the City may make on-the-ground inspections.

(c) In the event that the District operates a sewage treatment plant, the District will agree to employ a sewage plant operator holding an applicable, valid certificate of competency issued under the direction of the Texas Department of Health. The District will agree to make periodic analyses of its discharge pursuant to the rules of the Texas Commission on Environmental Quality ("TCEQ") and further, to send copies of all such effluent data to the City, as well as to the TCEQ. The District will agree that representatives of the City may supervise the continued operations of the sewage treatment facility by making periodic inspections thereof.

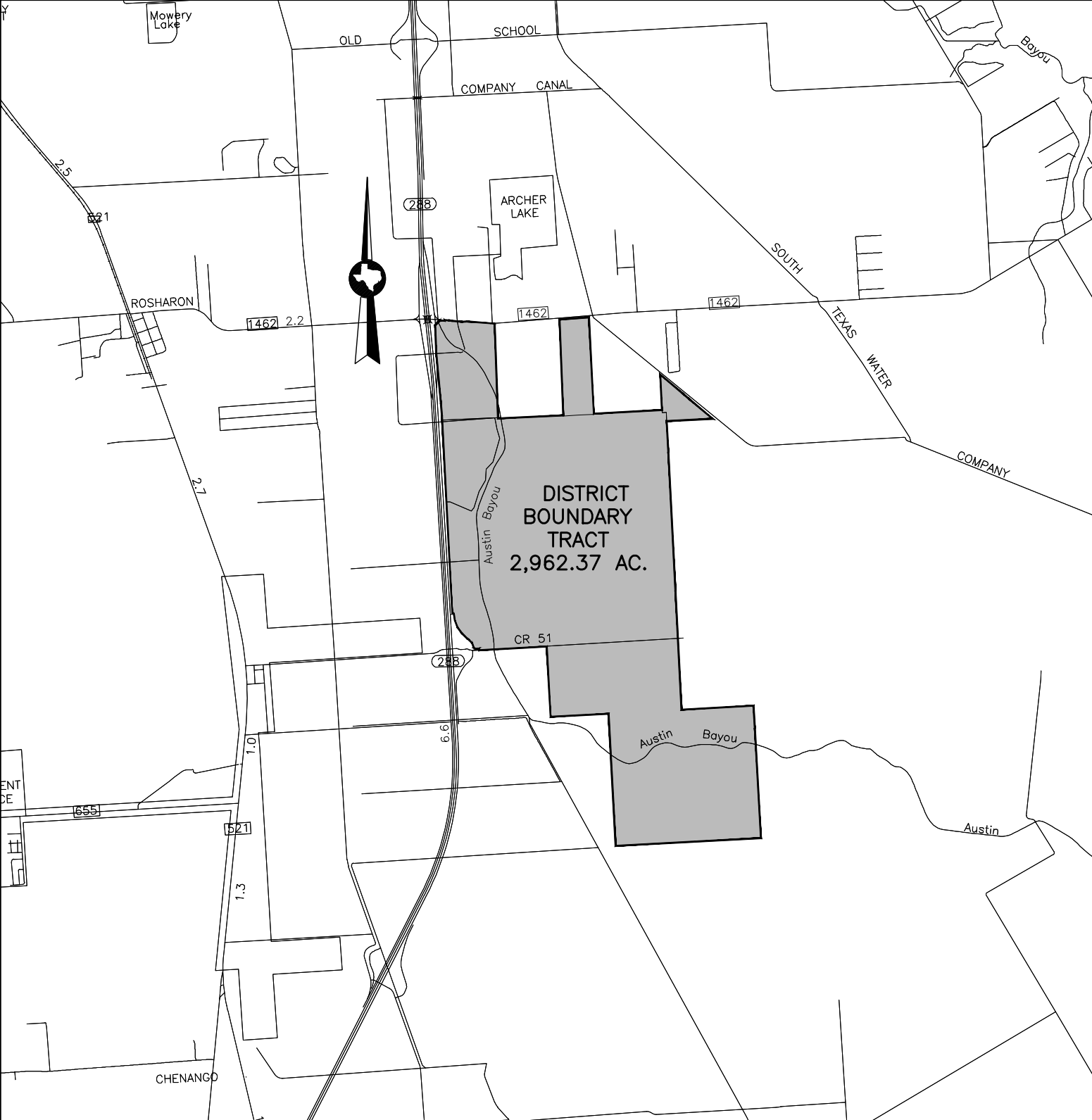
(d) The District, its board of directors, officers, developers, and or landowners will not permit the construction, or commit to any development within, the District that will result in a wastewater flow to the serving treatment facility which exceeds that

facility's legally permitted average daily flow limitations or the District's allocated capacity therein.

(e) Prior to the sale of any lot or parcel of land, the owner or the developer of the land included within the limits of the District will obtain the approval of the appropriate officials of the City of a plat which will be duly recorded in the Official Records of Brazoria County, Texas, submitted in accordance with the approved PUD for the property.

(f) The District Obligations shall not constitute a debt of the City or a pledge of the faith and credit of the City, and all District Obligations shall contain on the face thereof a statement to the effect that the City shall not be obligated to pay the same or the interest thereon and that neither the faith and credit nor the taxing power of the City or any political corporation, subdivision, or agency thereof, other than the District is pledged to the payment of the principal of the interest on such District Obligations.

**PRESERVATION CREEK
MUNICIPAL UTILITY DISTRICT NUMBER 1**
(Key Map Page No. 728 & 762)



VICINITY MAP
1" = 1 MILE

P.O.B.—DISTRICT
BOUNDARY TRACT
X= 3,107,125.60
Y= 13,692,851.01
TYPED BRS. S82°2'W, 1.63'

H.T. & B.R.R. CO.
ABSTRACT 236

FM 1464
(100' ROW)

"FTD" BRS. S06°14'E, 0.98'

1/2" IR BRS. N25°56'E, 0.48'

"FTD" BRS. S04°12'W, 0.75'

"FTD" BRS. S10°57'E, 2.78'

CALLLED 130.63 ACRES
WB WEST ALVIN LAND LLC
B.C.C.F. NO. 2022033165

C.M. HAYS SURVEY
ABSTRACT 534

W.D.C. HALL
ABSTRACT 69

DISTRICT BOUNDARY
TRACT
2,962.37 Acres

H.T. & B.R.R. CO.
ABSTRACT 252

CALLLED 2,698.28 ACRES
WB WEST ALVIN LAND LLC
B.C.C.F. NO. 2022033165

H.T. & B.R.R. CO.
ABSTRACT 244

L.P. EHRLMANN
ABSTRACT 524

W.D.C. HALL
ABSTRACT 69

CALLLED 2,698.28 ACRES
WB WEST ALVIN LAND LLC
B.C.C.F. NO. 2022033165

N86°55'04"E 2,737.17'

CALLLED 2,698.28 ACRES
WB WEST ALVIN LAND LLC
B.C.C.F. NO. 2022033165

S.F. AUSTIN
ABSTRACT 24

H.T. & B.R.R. CO.
ABSTRACT 249

LINE	BEARING	DISTANCE
L1	S86°19'46"E	173.00'
L2	N04°39'54"E	25.00'
L3	S86°19'46"E	160.84'
L4	S86°28'01"E	100.13'
L5	S86°19'46"E	400.00'
L6	N87°32'44"E	201.56'
L7	S86°19'46"E	675.45'
L8	N87°18'48"E	10.58'
L9	N85°40'14"E	1,117.57'
L10	N03°03'17"W	1,349.78'
L11	S49°57'13"E	1,185.28'
L12	S49°46'26"E	238.20'
L13	S49°41'40"E	1,180.22'
L14	S86°54'59"W	1,739.86'
L15	S03°00'29"E	1,178.57'
L16	S03°14'39"E	853.88'
L17	N02°59'46"W	69.14'
L18	S87°00'14"W	150.00'
L19	N49°33'41"W	72.61'
L20	N53°29'46"W	89.13'
L21	S87°00'14"W	60.00'
L22	N02°04'42"W	1,036.10'
L23	N46°17'46"E	265.70'

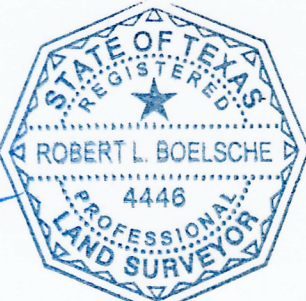
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	1,461.76'	152.89'	5°59'34"	S88°19'33"E	152.82'
C2	458.37'	354.00'	44°14'59"	N31°22'16"W	345.29'
C3	1,233.24'	1,122.22'	57°30'00"	N38°14'46"W	1,066.25'
C4	11,669.16'	468.26'	2°17'57"	N04°08'44"W	468.23'

NOTES:

- FOR ADDITIONAL INFORMATION ABOUT THESE TRACTS SEE THE METES AND BOUNDS DESCRIPTIONS PREPARED SEPARATELY.
- BEARING ORIENTATION IS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 SOUTH CENTRAL ZONE AS DETERMINED BY GPS MEASUREMENTS.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

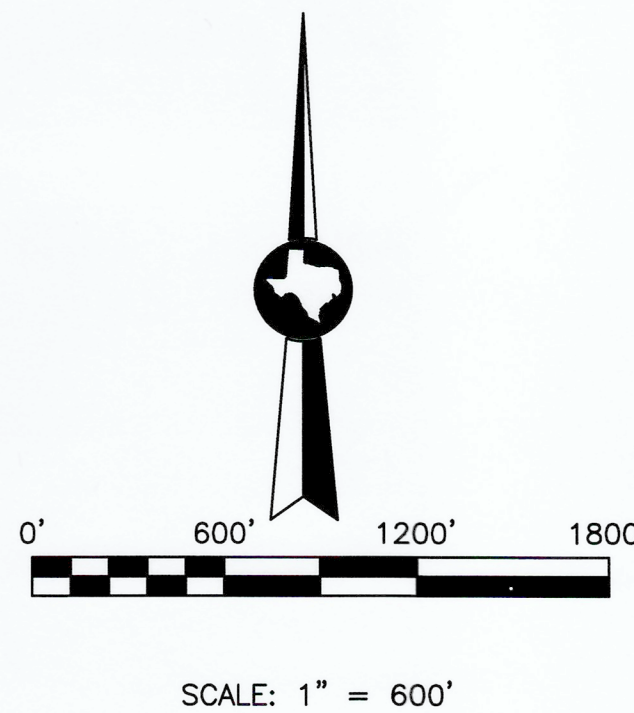
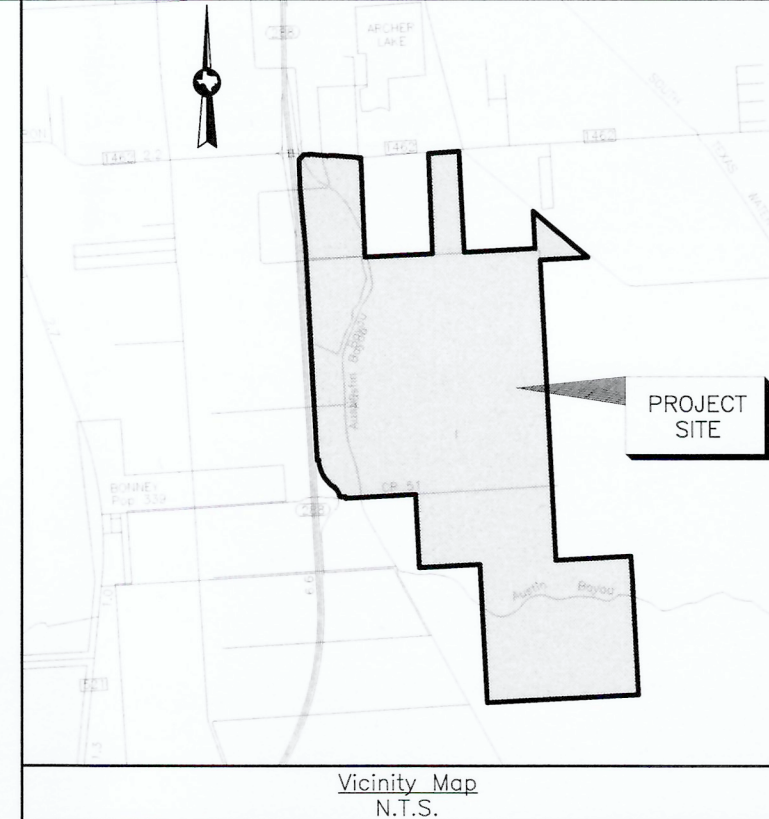
ROBERT L. BOELSCH
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4446



10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRAINCO.COM
TBPE No. F-726
TBPLS No. 10092300

BOUNDARY MAP OF
PRESERVATION CREEK MUNICIPAL UTILITY DISTRICT NO. 1
2,962.37 ACRES SITUATED IN THE
H.T. & B. R.R. CO. SURVEY, ABSTRACT 236,
H.T. & B. R.R. CO. SURVEY, ABSTRACT 252,
W.D.C. HALL SURVEY, ABSTRACT 69,
C.M. HAYS SURVEY, ABSTRACT 534,
S.F. AUSTIN SURVEY, ABSTRACT 24,
BRAZORIA COUNTY, TEXAS

DATE: October 11, 2023
DWN: NAME: 21108400V-PBMD-01.DWG
SCALE: 1"= 600'
JOB NO.: 21108400
DRAWING NO.: E-4441



EXECUTED, AFFIRMED AND ACKNOWLEDGED BY THE UNDERSIGNED MEMBERS OF THE BOARD OF DIRECTORS OF PRESERVATION CREEK MUNICIPAL UTILITY DISTRICT NO. 1 PURSUANT OF SECTION 49.455 (c), TEXAS WATER CODE, AS AMENDED.

PRESIDENT

VICE PRESIDENT

ASSISTANT VICE PRESIDENT

SECRETARY

ASSISTANT SECRETARY

THE STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, THE UNDERSIGNED, ON THIS DAY PERSONALLY APPEARED, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED ABOVE, AND AFFIRMED AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 2023.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS



AGENDA COMMENTARY

Meeting Date: 1/4/2024

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a variance request for the property owner at 702 S. Gordon Street to deviate from two building setback requirements set forth in Chapter 35 Corridor Land Use Regulations, Section 35-12(c)(2) Interior Side Yard and Section 35-12(c)(4) Rear Yard, for the construction of a medical complex.

Type of Item: Action Item

Summary: On November 16, 2023, the Engineering Department received a variance request for 702 S. Gordon Street to encroach 15 feet into the 20-foot rear building setback requirement and 1 foot 9 inches into the 10-foot side building setback requirement for the construction of a medical complex. Variance request letter and site plan attached.

The City Planning Commission considered this variance request at their meeting on December 19, 2023, and a tie vote occurred, with three commission members (Brooks, Burkey, and Davis) voting for approval of the variance request and three commission members (Garza, Jones, and Jordan) voting against the variance request. The members that voted against the variance request stated that they did so because they felt that the property owner was wanting the variance for financial gain.

Staff recommends approval of the variance.

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: 12/28/2023 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Variance Request; 702 S. Gordon St.
 2. Property Layout
-

Recommendation: Move to approve a variance request for the property owner at 702 S. Gordon Street to deviate from two building setback requirements set forth in Chapter 35, Corridor Land Use Regulations, Section 35-12(c)(2), Interior Side Yard and Section 35-12(c)(4) Rear Yard, for the construction of a medical complex.

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: ☒

Husein Z. S.
563 W Bay Area Blvd,
Webster, TX 77598
studio@idowonders.com
832-672-2608
October 4th, 2023

Respected Michael Medwedeff, CFM
Executive Secretary
Engineering Department
City of Alvin
1100 W. Hwy 6
Alvin, TX 77511
Office: 281-388-4351
mmedwedeff@psf.cityofalvin.com

Subject: Variance Application for Construction at 702 S Gordon St, Alvin, TX 77511

Dear Mr. Medwedeff,

I am writing to formally request a *variance* for the property located at *702 S Gordon St, Alvin, TX 77511*, under the City of Alvin's zoning regulations. The purpose of this request is to seek permission to deviate from specific zoning requirements to construct a 5000 sq ft building that will house a dental office and a psychiatry doctor's office. The current setbacks present significant challenges to the feasibility of this project.

Property Details:

Legal Description: North 33.33' of Lot 1 & 2, & All of Lots 7 & 8

Property Owner: Kazim & Zaidi Investment LLC

Property Address: 702 Gordon Street

Current Zoning Classification: 'X'

Our request for variance primarily pertains to the existing setback requirements for the aforementioned property.

Under the '*Corridor Land Use Regulation*', we encounter considerable impediments in designing a suitable structure accommodating the intended medical facilities.

Corridor Land Use Regulation mandates a 25' Front Setback along Gordon St., a 15' side setback along House St., a 10' non-streetside interior setback, and a 20' rear setback. However, incorporating these setbacks alongside other stipulations leaves insufficient space for a building on our 100' deep lot.

Despite proposed reductions by the planning department, adhering strictly to these setback requirements results in a structure measuring only 86' x 33' (2,838 sq ft), insufficient for the dual-purpose medical offices intended to serve the Alvin community.

Our Proposal:

In alignment with the guidelines, we propose a revised layout, facilitating the construction of a more substantial 37' deep building by adjusting setbacks and other stipulations.

Moreover, we propose alterations allowing for a broader 135' wide building, covering 31.5% of the lot, ensuring a viable space for the intended healthcare facilities.

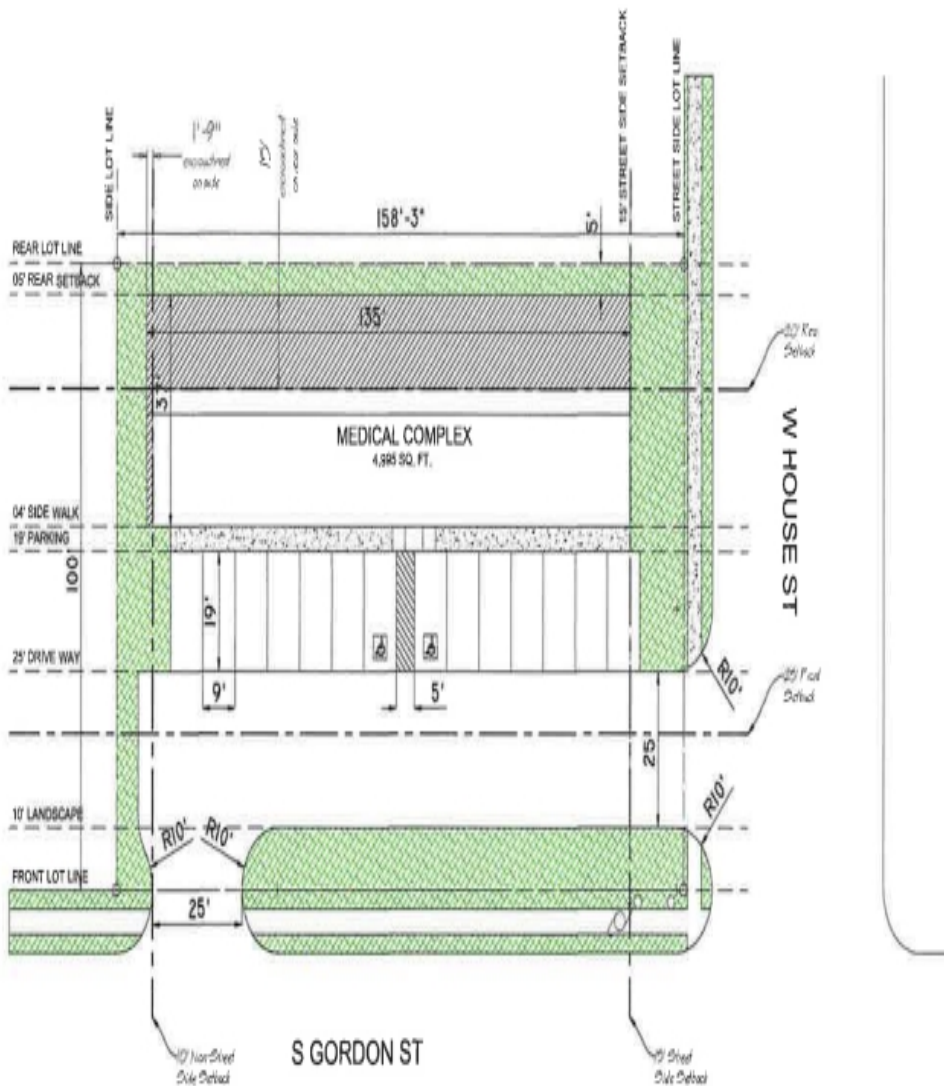
Granting this variance is pivotal in enabling two highly skilled medical professionals to establish clinics, significantly benefiting the public and the local community.

I eagerly anticipate your prompt consideration of this variance application, vital for addressing the regulatory challenges and facilitating the construction of a facility aimed at delivering essential healthcare services to our community. Should you require further information or clarification, please do not hesitate to contact me at **studio@idowonders.com** or **(832) 672-2608**.

Thank you immensely for your attention to this crucial matter.

Sincerely,

Husein Z. S.
I Do Wonders
(832) 672-2608



BUILDING INFORMATION:

LEGAL DESCRIPTION:
702 S GORDON ST ALVIN, TX 77511
BRAZORIA COUNTY

BUILDING DATA:
NEW BUILDING: 4,995 SQ. FT.
TOTAL: 4,995 SQ. FT.

BUILDING LINES:
MAJOR THOROUGHFARES: 25 FT. MIN
COLLECTOR STREETS: 15 FT. MIN
OTHER BUILDING LINES:

LOT SIZE: 15,825.00 SQ. FT.
LOT COVERAGE: 4,995 SQ. FT.
31.5% TOTAL LOT COVERAGE

CLIENT NAME & ADDRESS

KAZMI AND ZAIDI INVESTMENTS LLC
4218 SILVER RUN LN
MISSOURI CITY, TX 77459-6703

PROPOSAL

FIRM NAME & ADDRESS



I DO WONDERS LLC.
563 W BAY AREA BLVD
WEBSTER, TX 77598



AGENDA COMMENTARY

Meeting Date: 1/4/2024

Department: Legal Department

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider Resolution 24-R-02, approving the Purchase and Sale Agreement between the City of Alvin, Texas, and the Young Men's Christian Association of the Greater Houston Area, a Texas Nonprofit Corporation also known as YMCA of the Greater Houston Area Doing Business As the Thelma Ley Anderson Family YMCA.

Type of Item: Contract/Agreement

Summary: In October 1989, the property known as Briscoe Park was donated to the City of Alvin by the Briscoe Family, conditioned upon the property being used for park and recreation purposes. In November 2005, the City and the YMCA entered into a Ground Lease agreement, in which the YMCA agreed to finance, design, construct, maintain, and operate the Thelma Ley Anderson YMCA facility for the Alvin community. YMCA officials expressed a desire to sell the Thelma Ley Anderson YMCA facility. On June 1, 2023, the City Council authorized the City Manager to negotiate and execute a non-binding Letter of Intent dated June 6, 2023. Through negotiations, the City and the YMCA agreed upon a purchase price of \$5,600,000 for the YMCA facility.

The enclosed Agreement has undergone thorough review by the legal representatives from both parties and received official approval from the Board of the YMCA of the Greater Houston Area during their meeting on December 12, 2023, and has been subsequently signed by President and CEO, Stephen Ives. Upon City Council's approval of this Agreement, the closing process will commence.

Certificate of Obligation bonds in the amount of \$6,150,000 were issued through Ordinance 23-R adopted by City Council on August 17, 2023, for the acquisition and subsequent renovations as have been identified but not limited to:

- Building rebranding
- Sign Re-branding
- Replace basketball court
- Replace Fire Alarm System per FCA recommendation
- Replace perimeter fence per FCA recommendation
- Boiler safety relief valve
- Information Technology needs

Staff recommends approval of the Purchase and Sales Agreement.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: 321-7001-00-9090 **Amount:** \$5,600,000

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 12/28/2023 SLH

Finance Review Required: N/A ☐ Required ☒ **Date Completed:** CT 12/28/23

Supporting documents attached:

1. Resolution 24-R-02; Purchase and Sale Agreement; YMCA
-

Recommendation: Move to approve Resolution 24-R-02, approving the Purchase and Sale Agreement between the City of Alvin, Texas, and the Young Men's Christian Association of the Greater Houston Area, a Texas Nonprofit Corporation also known as YMCA of the Greater Houston Area doing business as the Thelma Ley Anderson Family YMCA; and authorize the Mayor to sign all related documents.

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☒

Reviewed by City Manager, if applicable: ☒

RESOLUTION 24-R-02

A RESOLUTION OF THE CITY OF ALVIN, TEXAS, APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF ALVIN, TEXAS, AND THE YOUNG MEN’S CHRISTIAN ASSOCIATION OF THE GREATER HOUSTON AREA, A TEXAS NONPROFIT CORPORATION, ALSO KNOWN AS YMCA OF THE GREATER HOUSTON AREA DOING BUSINESS AS THE THELMA LEY ANDERSON FAMILY YMCA.

WHEREAS, on or about October 16, 1989, the property known as Briscoe Park was donated to the City of Alvin by the Briscoe Family, conditioned upon the property being used for park and recreation purposes; and

WHEREAS, on or about November 23, 2005, the City of Alvin and the Young Men’s Christian Association of the Greater Houston Area, a Texas nonprofit corporation, also known as the YMCA of the Greater Houston Area, doing business as the Thelma Ley Anderson Family YMCA (hereinafter referred to as the “YMCA”), entered into a Ground Lease Agreement, in which the YMCA agreed to finance, design, construct, maintain and operate at its sole cost, risk and expense a YMCA facility (hereinafter referred to as “YMCA facility”), on the ground lease premises, for recreational, educational and community activities to benefit the Alvin community; and

WHEREAS, officials from the YMCA expressed a desire to sell the Thelma Ley Anderson Family facility to the City of Alvin, Texas, and on June 1, 2023, City Council authorized the City Manager to negotiate and execute a non-binding Letter of Intent dated June 6, 2023, and subsequent purchase agreement with the officials from the YMCA for the purpose of purchasing the Thelma Ley Anderson YMCA, subject to City Council approval; and

WHEREAS, through negotiations, the City and the YMCA agreed upon a purchase price of Five Million Six Hundred Thousand Dollars (\$5,600,000.00), for the YMCA facility; and

WHEREAS, on August 17, 2023, in Ordinance 23-R, the City Council for the City of Alvin, Texas, authorized a 20-Year Certificate of Obligation Bond to purchase the facility located at 3201 Texas State Highway 35, the Thelma Ley Anderson YMCA; and

WHEREAS, the Purchase and Sale includes the “Facility” and “Improvements” located at 3201 Texas State Highway 35, Alvin, Texas 77511.

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

Section 1. The City Council for the City of Alvin, Texas, hereby approves the Purchase and Sale Agreement, attached as Exhibit A to this Resolution, between the City of Alvin and the Young Men’s Christian Association of the Greater Houston Area, a Texas nonprofit organization,

also known as the YMCA of the Greater Houston Area, doing business as the Thelma Ley Anderson Family YMCA, and hereby authorizes the Mayor to sign all related documents pertaining to the purchase.

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

AND, IT IS SO RESOLVED.

PASSED AND APPROVED on this the 4th day of January, 2024.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “**Agreement**”) is hereby entered on this _____ day of _____, 2024 (the “**Effective Date**”), between the City of Alvin, Texas, a home rule municipal corporation (“**Buyer**”), and the Young Men’s Christian Association of the Greater Houston Area, a Texas nonprofit corporation, also known as the YMCA of the Greater Houston Area, doing business as the Thelma Ley Anderson Family YMCA (“**Seller**”).

RECITALS

A. Seller owns a certain facility described on Exhibit A attached hereto (the “**Facility**”), which has a street address of 3201 Texas State Highway 35, Alvin, Texas 77511, and includes other improvements as herein described.

B. As of the Effective Date, Seller has possession of the Facility pursuant to a Ground Lease, entered into between the Buyer and the Seller on or about November 23, 2005 (the “**Ground Lease**”).

C. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Facility and any other Improvements, which items of personal property are described on Exhibit I, attached hereto and will be included in the Bill of Sale.

AGREEMENT

1. **Purchase and Sale.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions set forth in this Agreement: (a) the Facility; (b) all of Seller’s right, title, and interest in and to all building systems, fixtures, equipment, machinery, irrigation systems and equipment and other items of personal property owned by Seller and used in connection with the operation, maintenance, and/or repair of the Facility (the “**Improvements**”); (c) all rights, privileges, interests, licenses, claims, easements, benefits, covenants, conditions and servitudes of any type or nature that are appurtenant to or otherwise benefit the Facility (collectively, the “**Appurtenances**”); (d) to the extent assignable, all of Seller’s interest in all licenses, permits, approvals, certificates of occupancy, dedications, and entitlements issued, approved or (granted by any governmental entity or public utility in connection with the Facility, together With all renewals and modifications thereof (collectively, the “**Licenses and Permits**”); (e) all of Seller’s interest in any as-built plans, drawings and specifications for the improvements on the Facility and all architectural, structural, mechanical, electrical and landscaping plans and specifications, surveys, engineering studies and reports relating to the Facility (collectively, the “**Plans**”); (f) to the extent assignable, any warranties or guarantees received by Seller from any contractors, subcontractors, suppliers or materialmen in connection with any construction, repairs or alterations of the Facility (collectively, the “**Warranties**”); and (g) the Lease Agreement dated January 19, 2007, between Seller, as Landlord, and Memorial Hermann Hospital System, a Texas not for profit corporation, as Tenant, covering the Leased Premises described therein, the First Amendment thereto dated January 31, 2017, and Second Amendment thereto dated June 30, 2021 (collectively, the “**Memorial Hermann Lease**”). The

items described in clauses (a) through (g) of this Section 1 shall hereinafter be collectively referred to as the “Property.” The items of personal property that will not remain in the Facility, will not be included in the Bill of Sale and will be removed by Seller are described in Exhibit J attached hereto.

2. **Purchase Price.** The purchase price for the Property (the “Purchase Price”) shall be the sum of Five Million Six Hundred Thousand Dollars (\$5,600,000). On or before the Closing Date (as such term is defined in Section 3.2 of this Agreement), Buyer shall deposit into escrow with the Title Company (as such term is defined in Section 3.1 of this Agreement), in the form of cash or wire transfer of funds, the Purchase Price, subject to adjustments and credits as set forth in this Agreement, which the Title Company shall disburse to Seller at Closing (as such term is defined in Section 3.2 of this Agreement).

3. **Escrow.**

3.1 **Opening of Escrow.** Buyer shall open escrow at Stewart Title Company, Attention: Alicia Hicks, Email: Alicia.Hicks@stewart.com, Address: 1360 Post Oak Boulevard, 10th Floor, MC#10-1, Houston, Texas 77056 (the “**Title Company**”), for consummating the transaction that is the subject of this Agreement. Seller or Buyer shall deliver a copy of this Agreement, fully executed, to the Title Company. Buyer and Seller hereby authorize their respective attorneys to execute and deliver into escrow any additional or supplemental instructions as may be necessary or convenient to implement the terms of this Agreement and to close this transaction. In the event of any conflict between such additional or supplemental instructions and the express terms of this Agreement, the terms of this Agreement shall control.

3.2 **Closing Date.** This transaction shall close at or through the office of the Title Company on a date selected by Buyer that is reasonably acceptable to Seller and that is not more than thirty (30) days after the Due Diligence Date (as such term is defined in Section 7.2 of this Agreement). “**Closing**” shall occur when the Bill of Sale (as such term is defined in Section 8.1 (b) of this Agreement) is delivered to Buyer and the Purchase Price is disbursed to Seller pursuant to Section 2 of this Agreement. The date on which the Closing occurs shall hereinafter be referred to as the “**Closing Date.**”

4. **Title Report, Survey and Lease.**

4.1 **Title Report.** A preliminary title report for issuing title insurance related to the City Property (the “**Title Report**”), together with copies of documents affecting title referenced in the Title Report, shall be ordered from the Title Company by Buyer and provided to Seller and Buyer.

4.2 **Objectionable Exceptions.** Within thirty (30) days after the last to occur of the Execution Date (as such term is defined in Section 22.12 of this Agreement) and Buyer’s receipt of the Title Report (the “**Objection Period**”), Buyer shall notify Seller in writing of all title exceptions to which Buyer objects (the “**Objectionable Exceptions**”). Those exceptions not objected to by Buyer within the Objection Period shall be deemed “Permitted Exceptions.” Within fifteen (15) days after receiving Buyer’s notice of Objectionable Exceptions, Seller will notify

Buyer whether Seller will remove, prior to Closing, the Objectionable Exceptions. (If Seller fails to provide such notice to Buyer within such fifteen (15)-day period, Seller shall be deemed to have elected not to remove the Objectionable Exceptions.) If Seller is unable or unwilling to remove any Objectionable Exceptions, Buyer shall, within ten (10) days after receiving Seller's response (or within ten (10) days after the expiration of the fifteen (15) day period for Seller's response if Seller fails to provide notice to Buyer within such fifteen (15) day period), by notice to Seller, elect whether to purchase the Property subject to the Objectionable Exceptions that will not be removed by Seller, or terminate this Agreement. If Buyer elects to terminate this Agreement, Buyer shall have no further obligations under this Agreement. If Buyer fails to notify Seller within such ten (10) day period that Buyer elects to terminate this Agreement, or if Buyer elects to purchase the Property subject to the Objectionable Exceptions that will not be removed by Seller, Buyer shall be deemed to have waived its objection to such Objectionable Exceptions, and they shall be deemed "**Permitted Exceptions.**" Notwithstanding any other term or provision of this Agreement, any monetary liens (i) against the Property (which shall include, without limitation, judgment liens, construction or mechanic's liens, mortgages, and trust deeds affecting the Property or any portion thereof) shall not be deemed Permitted Exceptions and shall be removed by Seller prior to Closing; and (ii) the matters listed on Exhibit G attached hereto and described herein as the "**Permitted Exceptions.**"

4.3 **Survey.** Seller will deliver to Buyer and the Title Company a copy of Seller's existing survey, if any.

4.4 **Lease and Estoppel Certificate.** At Closing, the Memorial Hermann Lease must be in full force and effect according to its terms. Seller may not enter into any new leases, fail to comply with the Memorial Hermann Lease, or make any amendment or modification to the Memorial Hermann Lease without Buyer's written consent. Within thirty (30) days after the Effective Date, Seller will deliver to Buyer an Estoppel Certificate executed by the Tenant of the Memorial Hermann Lease not earlier than five (5) days after the Effective Date. The Estoppel Certificate will include the certifications contained in the current version of TAR Form 1938-Commercial Tenant Estoppel Certificate.

5. **Seller's Documents and Buyer's Inspections.**

5.1 Within fifteen (15) days after the Execution Date, Seller shall deliver to Buyer the documents described on Exhibit C attached hereto ("**Seller's Documents**"), to the extent such documents are in the possession, custody, or control of Seller.

5.2 **Buyer's Inspections.** Buyer and its representatives may conduct any inspection, investigation, test, or survey, including without limitation environmental assessments, of the Property as Buyer deems necessary. Buyer shall promptly repair any damage to the Property resulting from any such inspection, investigation, test, or survey.

6. **Seller's Contingencies.** In addition to the other conditions set forth in this Agreement, Seller's obligation to close this transaction shall be subject to the following conditions:

(a) Buyer shall have complied in all material respects with all of Buyer's covenants and agreements to be performed under this Agreement; and the representations and warranties of Buyer under this Agreement shall, in all material respects, as of the Execution Date and Closing Date, be true and complete.

(b) Buyer's delivery to the Title Company on or before the Closing Date, for disbursement as provided herein, the Purchase Price pursuant to Section 2 of this Agreement, and any other amounts due to Seller pursuant to this Agreement, and the documents and materials described in Section 8.2 of this Agreement.

(c) The termination of the Ground Lease pursuant to a termination agreement (the "**Agreement Terminating the Ground Lease**"), executed by Buyer, that is satisfactory in the form attached hereto as Exhibit H.

(d) Seller's execution and delivery of the Assignment and Assumption of Lease in the form attached hereto as Exhibit B.

(e) Seller's execution and delivery of the Tenant Notification Letter in the form attached hereto as Exhibit D.

7. Buyer's Contingencies

7.1 Conditions. Buyer's obligation to purchase the Property is subject to the satisfaction of each of the following conditions:

(a) Buyer's satisfaction, in Buyer's sole and absolute discretion, with the Property and every aspect thereof, including without limitation the physical condition of the Property, all systems, utilities, and access rights relating to the Property, the condition of title, subject to the Permitted Exceptions, any survey of the Property, the economic feasibility of the Property to Buyer, Seller's Documents, the suitability of the Property for Buyer's intended use, and the environmental condition of the Property.

(b) Seller having complied in all material respects with all of Seller's covenants and obligations to be performed by Seller under this Agreement (including, without limitation, the delivery of the documents and materials described in Section 8.1 of this Agreement), and the representations and warranties of Seller under this Agreement shall, in all material respects, as of the Effective Date and Closing Date, be true and complete.

(c) Issuance to Buyer at Closing of the Title Policy (as such term is defined in Section 12 of this Agreement) in the amount of the Purchase Price.

(d) There shall have been no material adverse changes to the Property or to the condition of the Property created or caused by Seller between the Effective Date and the Closing Date.

(e) Seller's execution and delivery to the Title Company, at or prior to Closing, of the Agreement Terminating the Ground Lease.

(f) Buyer's execution and delivery of the Assignment and Assumption of Lease in the form attached hereto as Exhibit B.

(g) Buyer's execution and delivery of the Tenant Notification Letter in the form attached hereto as Exhibit D.

7.2 Due Diligence Date. If on or before one hundred sixty (160) days after the Effective Date (the "**Due Diligence Date**"), any of the conditions described in 7.1 of this Agreement are not satisfied or waived by Buyer, or if Buyer otherwise determines, in Buyer's sole and absolute discretion, that the Property, or any aspect thereof, for any reason or no reason whatsoever, is not satisfactory to Buyer, Buyer may terminate this Agreement by written notice to Seller given on or before the Due Diligence Date, in which event Buyer shall have no further obligations under this Agreement. If Buyer fails to provide such written notice of termination on or before the Due Diligence Date, the conditions set forth in Section 7.1 above shall be deemed to have been satisfied or waived by Buyer. Buyer may elect to provide written notice to Seller, prior to the Due Diligence Date, of the satisfaction of or Buyer's waiver of the conditions set forth in Section 7.1 of this Agreement; and if Buyer provides such notice, the date on which such notice is given to Seller shall be deemed the due diligence Date.

7.3 Closing Conditions. If any of the conditions described in Section 7.1 of this Agreement have not been satisfied or waived by Buyer on or before the Due Diligence Date, Buyer may terminate this Agreement by written notice to Seller given at any time before the Closing, in which event Buyer shall have no further obligations under this Agreement.

8. Deliveries to Title Company

8.1 By Seller. On or before the Closing Date, Seller shall deliver the following in escrow to the Title Company:

(a) A Bill of Sale (the "**Bill of Sale**"), executed by Seller and in substantially the same form and content as that which is attached hereto as Exhibit E, transferring the Facility to Buyer. (The "Effective Date" of the Bill of Sale shall be the Closing Date.)

(b) An Assignment of Appurtenances, Licenses and Permits, Plans, and Warranties (the "**Assignment of Appurtenances**"), executed by Seller and in substantially the same form and content as that which is attached hereto as Exhibit F, pursuant to which Seller assigns to Buyer Seller's right, title, and interest in and to the Appurtenances, the Licenses and Permits, the Plans, and the Warranties. (The "**Effective Date**" of the Assignment of Appurtenances shall be the Closing Date.)

(c) The Agreement Terminating the Ground Lease in the form attached hereto as Exhibit H, executed by Seller.

(d) A certification of Seller, executed by Seller, representing and warranting that Seller is not a “**foreign person**” as defined in the Internal Revenue Code, Section 1445.

(e) Such proof of Seller’s authority and authorization to enter into this Agreement and to consummate the transaction contemplated by it, as may be reasonably required by the Title Company.

(f) Such affidavits or other documents, executed by Seller, that may be reasonably required by the Title Company to issue to Buyer the Title Policy and any extended coverage title insurance or title endorsements that may be purchased by Buyer.

(g) An Assignment and Assumption of Lease executed by Seller and in substantially the same form and content as that which is attached as Exhibit B, pursuant to which Seller assigns to Buyer Seller’s interest in the Memorial Hermann Lease.

(h) A Tenant Notification Letter executed by Seller and in substantially the same form and content as that which is attached as Exhibit D.

8.2 By Buyer. On or before the Closing Date, Buyer shall deliver the following in escrow to the Title Company:

(a) The Purchase Price in accordance with Section 2 of this Agreement.

(b) The amount due to Seller, if any, after the adjustments and prorations are computed in accordance with Sections 11 and 12 of this Agreement.

(c) The Assignment of Appurtenances, executed by Buyer.

(d) The Agreement Terminating the Ground Lease in the form attached hereto as Exhibit H, executed by Buyer.

(e) Such proof of Buyer’s authority and authorization to enter into this Agreement and to consummate the transaction contemplated by it, as may be reasonably required by the Title Company.

(f) An Assignment and Assumption of Lease executed by Seller and in substantially the same form and content as that which is attached as Exhibit B, pursuant to which Seller assigns to Buyer Seller’s interest in the Memorial Hermann Lease.

(g) A Tenant Notification Letter executed by Buyer and in substantially the same form and content as that which is attached as Exhibit D.

9. Delivery of Possession. On the Closing Date, Seller shall deliver to Buyer exclusive possession of the Property.

10. Title Insurance. At Closing, Buyer may, at Buyer’s expense, obtain an TLTA standard owner’s title insurance policy (the “**Title Policy**”), issued by the Title Company, in the amount of the Purchase Price, insuring fee title to the Real Property vested in Buyer, subject only to the usual preprinted exceptions. Buyer shall have the right, if Buyer so elects, to cause the Title

Policy to be issued as an extended coverage policy, provided that Buyer pays the additional premiums and all survey costs associated therewith.

11. **Adjustments.** At Closing, Seller shall pay for one-half of all escrow fees and costs, all real property transfer taxes and excise taxes (including without limitation the Brazoria County transfer tax), if any, Seller's share of prorations (if any) pursuant to Section 14 of this Agreement, and any and all dues and/or assessments that are then due and owing or otherwise payable from or in connection with the Property. At Closing, Buyer shall pay all charges relating to the recordation of any security instruments relating to Buyer's financing, one-half of all escrow fees and costs, and Buyer's share of prorations (if any) pursuant to Section 12 of this Agreement. Buyer and Seller shall pay their own respective legal and professional fees.

12. **Prorations.** Any real property taxes and other assessments with respect to the Facility for the tax or assessment year in which the Closing occurs shall be prorated as of the Closing Date. Seller shall pay any and all delinquent taxes and assessments on or before the Closing Date. For the purpose of calculating prorations, Buyer will be deemed to be in title to the Property and entitled to the income and responsibility for the expenses therefor, beginning at 12:01 a.m. on the Closing Date. Except as otherwise stated herein, all prorations shall be made in accordance with the customary practice in Brazoria County, Texas. Such prorations, if and to the extent known and agreed on as of the Closing Date, shall be paid by Buyer to Seller (if the prorations result in a net credit to Seller) or by Seller to Buyer (if the prorations result in a net credit to Buyer) by increasing or reducing the cash to be paid by Buyer at Closing. Except as otherwise provided herein, any such prorations not determined or not agreed on as of the Closing Date shall be paid by Buyer to Seller, or by Seller to Buyer, as the case may be, in cash as soon as is practicable following the Closing Date. The terms and provisions of this Section 12 shall survive the Closing.

13. **Seller's Representations and Warranties.**

13.1 Seller represents and warrants to Buyer as of the Effective Date and, unless Seller notifies Buyer otherwise in writing, as of the Closing, as follows:

(a) Seller has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transaction contemplated herein.

(b) The execution, delivery and performance by Seller of Seller's obligations under this Agreement do not constitute a default under any of the provisions of any law, governmental rule, regulation, judgment, decree or order by which such Seller is bound, or under any provision of any contract to which such Seller is a party.

(c) There is no litigation, claim, or arbitration pending or, to Seller's knowledge, threatened with regard to the Facility or its operation.

(d) There are no leases, subleases, or other tenancies relating to the Property except for the Ground Lease and the Memorial Hermann Lease.

(e) To Seller's Knowledge, the Facility is not currently in violation of any law, including Environmental Laws. "Environmental Laws" includes any present and future local, state and federal laws, regulations, rules, or ordinances relating to the environment and environmental conditions, including without limitation the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. § 6901 et seq., the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Clean Water Act, 33 U.S.C. §§ 125] et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., the Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq., and all federal, state, or local regulations, orders and decrees now or hereafter promulgated thereunder. There are no underground storage tanks in or beneath the surface of the Facility. Seller has not received any notice or notices from any regulatory agency regarding any violation of Environmental Laws with respect to the Property.

(f) Seller has not granted an option and has not executed a contract with any other party regarding a purchase or sale of the Property or any portion thereof or interest therein that remains in effect as of the Effective Date. There are no existing rights of first refusal or first offer or options to purchase the Property or any portion thereof. Seller has not sold, transferred, conveyed, or entered into any agreement regarding "air rights" or other development rights or restrictions relating to the Property.

(g) All persons and entities supplying labor, materials, and/or equipment to the Property at the request of Seller have been paid in full and, to Seller's Knowledge, no person or entity is entitled to file or record a construction lien or mechanic's lien with respect to the Property.

13.2 Seller's Knowledge. The term "**Seller's Knowledge**," as used in Section 13.1 above, shall mean the current actual knowledge of Seller, with no duty of inquiry or investigation, except for a review of Seller's files by Seller's CEO. Seller's Representations and Warranties set forth in Section 13.1 will survive Closing for three (3) months, and shall thereafter be null and void.

14. Buyer's Representations and Warranties. In addition to any express agreements of Buyer contained herein, the following constitute representations and warranties of Buyer to Seller as of the Effective Date and, unless Buyer notifies Seller otherwise in writing, as of the Closing:

(a) Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transaction contemplated herein.

(b) The execution, delivery and performance by Buyer of Buyer's obligations under this Agreement do not constitute a default under any of the provisions of any law, governmental rule, regulation, judgment, decree or order by which Buyer is bound, or under any provision of any contract to which Buyer is a party or by which Buyer is bound.

15. **As Is.** Except as expressly set forth in this Agreement or in the Bill of Sale or any of the other documents that are to be delivered by Seller to the Title Company or Buyer at Closing (collectively, the “**Other Closing Documents**”), Buyer acknowledges that no warranties, guarantees or representations have been or are being made by Seller or any agent or representative of Seller concerning the Property. Buyer accepts the Property, “AS IS, WITH ALL FAULTS” without any representations or warranties by Seller or any agent or representative of Seller, expressed or implied, except as set forth in this Agreement, the Bill of Sale, or the Other Closing Documents. Seller shall not be responsible for any failure to investigate the Property on the part of Buyer.

16. **Casualty and Condemnation.** If, prior to Closing, any portion of the Facility is damaged or destroyed by fire or other cause or taken or threatened to be taken under power of eminent domain, Seller shall give Buyer written notice thereof within ten (10) days after Seller first receives knowledge or notice of such damage, destruction, taking, or threatened taking, and Buyer may elect to terminate this Agreement by giving written notice of its election to Seller within fifteen (15) days after receiving notice of such damage, destruction, taking, or threatened taking. If Buyer does not give such written notice within such fifteen (15)-day period, then Closing shall occur as scheduled, with no reduction in the Purchase Price, and Seller will assign to Buyer the physical damage proceeds of any insurance policies payable to Seller or Seller’s portion of any condemnation award; and, if it is an insured casualty, the amount of any deductible of Seller’s insurance (not to exceed the amount of the loss) shall be credited against the Purchase Price. If Buyer elects to terminate this Agreement as provided above, this Agreement shall be deemed canceled and of no further force or effect. In such event, Seller shall be entitled to retain all insurance and/or condemnation proceeds received by Seller with respect to such destruction or condemnation.

17. **Notices.** All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered (including by means of professional messenger service), which notice or other communication shall be deemed given on the date of its receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, which notice or other communication shall be deemed given two (2) business days after the date of its deposit in the United States mail; (c) sent by overnight delivery using a nationally recognized overnight courier service, which notice or other communication shall be deemed given one business day after the date of its deposit with such courier; or (d) if an email address is shown below, sent by email, which notice or other communication shall be deemed given on the date sent as long as such date is a business day and is received by 5:00 p.m. on that day; if the email is sent on a day that is not a business day or is received after 5:00 p.m. on a business day, the notice or other communication that is contained in such email shall be deemed given on the first business day after the day on which the email is sent. Notices shall be sent to the following addresses:

To Seller:	Stephen Ives
	President and CEO
	YMCA of the Greater Houston Area
	1331 Augusta, 3rd Floor

Houston, Texas 77057

With copy to: John R. Jones, P.C.
Attn: John R. Jones
123 N. Post Oak Lane, Suite 400
Houston, Texas 77024

To Buyer: Gabe Adame
Mayor
City of Alvin, Texas
216 West Sealy Street
Alvin, Texas 77511

Notice of change of address shall be given by written notice in the manner detailed in this Section 17.

18. **Brokers.** Buyer represents and warrants to Seller that no broker or finder has been engaged by Buyer in connection with the transaction contemplated by this Agreement. Seller represents and warrants to Buyer that no broker or finder has been or engaged by Seller in connection with the transaction contemplated by this Agreement. Seller shall indemnify Buyer for, hold Buyer harmless from, and defend Buyer against any claims for commissions or fees asserted by any broker or finder claiming by, through, or under Seller; and Buyer shall indemnify Seller for hold Seller harmless from, and defend Seller against any claims for commissions or fees asserted by any broker or finder claiming by, through, or under Buyer.

19. **Required Actions of Buyer and Seller.** Buyer and Seller agree to execute all such reasonable instruments and documents and to take all reasonable actions pursuant to the provisions of this Agreement in order to consummate the purchase and sale contemplated herein, and shall use their respective commercially reasonable efforts to accomplish the Closing in accordance with the provisions herein. The immediately preceding sentence shall not affect Buyer's right to terminate this Agreement pursuant to this Agreement.

20. **Remedies.**

20.1 **Buyer's Remedies.** If the conditions set forth in Section 7.3 of this Agreement are satisfied or waived by Seller and Seller fails to convey the Property to Buyer as the result of Seller's breach of or default under this Agreement or failure to perform as required by this Agreement, through no fault of Buyer, Buyer may as its sole remedy elect (a) to terminate this Agreement, or (b) seek and enforce specific performance of this Agreement.

20.2 **Seller's Remedies.** If the conditions set forth in Section 7.1 of this Agreement are satisfied or waived by Buyer and the Closing of the sale of the Property fails to occur as the result of Buyer's breach of or default under this Agreement or failure to perform as required under this Agreement, through no fault of Seller, Seller's sole remedy hereunder shall be to terminate this Agreement by giving notice to Buyer of such termination. In the event of such termination, neither Seller nor Buyer shall have any further duties or obligations under this Agreement.

21. **Assignment.** Buyer may not assign Buyer's rights and obligations under this Agreement without the prior written consent of Seller. No assignment shall release the Buyer herein named from any obligation or liability under this Agreement; the Buyer herein named, and any assignee or assignees shall be jointly and severally liable for all such obligations and liabilities.

22. **Miscellaneous**

22.1 **Partial Invalidity.** If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

22.2 **Waivers.** No waiver of any breach of any covenant or provision contained herein shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

22.3 **Exhibits.** The exhibits referenced in this Agreement are a part of this Agreement as if fully set forth in this Agreement.

22.4 **Successors and Assigns.** Subject to Section 22 of this Agreement, this Agreement shall be binding on and shall inure to the benefit of the permitted successors and permitted assigns of the parties to it.

22.5 **Representation.** The initial draft of this Agreement was prepared by the City Attorney of Alvin, which represents Buyer. Seller acknowledges that Seller had an opportunity to consult with separate legal counsel prior to executing this Agreement. Seller and Buyer waive any claim that any term or condition of this Agreement should be construed against the drafter. This Agreement will be construed as if it had been prepared by both of the parties hereto.

22.6 **Attorney Fees.** In the event that Seller or Buyer institutes against the other a suit, action, arbitration, or other legal proceeding of any nature whatsoever, relating to this Agreement or to the rights or obligations of the parties with respect thereto, the prevailing party shall be entitled to recover from the other party the prevailing party's reasonable attorney, paralegal, accountant, expert witness (whether or not called to testify at trial or other proceeding) and other professional fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, including but not limited to deposition transcript and court reporter costs, as determined by the judge or arbitrator at trial or other proceeding, and including such fees, costs and expenses incurred in any appellate or review proceeding, or in collecting any judgment or award, or in enforcing any decree rendered with respect thereto, in addition to all other amounts provided for by law. This cost and attorney

fees provision shall apply with respect to any litigation or other proceedings in bankruptcy court, including litigation or proceedings related to issues unique to bankruptcy law.

22.7 Entire Agreement. This Agreement (including any exhibits attached to it) is the final expression of and contains the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes all prior letters of intent and understandings with respect to the subject matter of the Agreement, This Agreement may not be modified, changed, supplemented, or terminated, and no obligations under it may be waived, except by written instrument signed by both parties. The parties do not intend to confer any benefit on any person, firm, or corporation other than the parties hereto.

22.8 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

22.9 Time of Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision of this Agreement.

22.10 Construction. Headings at the beginning of each section and subsection of this Agreement are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural, and the masculine shall include the feminine, and vice versa. Unless otherwise indicated, all references to sections are to this Agreement. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. As used in this Agreement, “**business day**” means a day other than a Saturday, Sunday or legal holiday.

22.11 Governing Law. The parties expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Texas.

22.12 Execution Date. The “**Execution Date**” of this Agreement is the later of the dates shown beneath the parties’ signatures below.

SELLER

BUYER

Stephen Ives
President and CEO
YMCA of the Greater Houston Area
1331 Augusta, 3rd Floor
Houston, Texas 77057
Date: _____

Gabe Adame
Mayor
City of Alvin, Texas
216 West Sealy Street
Alvin, Texas 77511
Date: _____

Exhibits

- A Legal Description of the Land
- B Assignment and Assumption of Lease
- C Seller's Documents
- D Tenant Notification Letter
- E Bill of Sale
- F Assignment of Appurtenances
- G Permitted Exceptions
- H Agreement Terminating the Ground Lease
- I Description of Items of Personal Property that will remain in the Facility as part of the Sale
- J Items of personal property that will not remain in the Facility, will not be included in the Bill of Sale and will be removed by Seller

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

Lot 2 of the Alvin Recreation Facility, according to the recorded map or plat thereof in Volume 24, Page 350 of the Plat Records, Brazoria County, Texas.

EXHIBIT B

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (“**Assignment**”) is made as of _____, 2024 (“**Effective Date**”) by and between the **YOUNG MEN’S CHRISTIAN ASSOCIATION OF THE GREATER HOUSTON AREA**, a Texas nonprofit corporation, also known as the YMCA of the Greater Houston Area, doing business as the Thelma Ley Anderson Family YMCA (“**Assignor**”), and the **CITY OF ALVIN, TEXAS**, a home rule municipal corporation (“**Assignee**”).

RECITALS

WHEREAS, Assignor, as Seller, and Assignee, as Buyer, entered into that certain Purchase and Sale Agreement dated _____ (the “**Purchase Agreement**”), under which Assignor has agreed to sell, and Assignee has agreed to purchase, the certain “**Facility**,” together with improvements thereon, located at 3201 Texas State Highway 35, Alvin, Texas 77511, and particularly described in **Exhibit B-1**, attached hereto and incorporated herein by this reference (“**Real Property**”).

WHEREAS, in accordance with the Purchase Agreement and in connection with the sale of the Facility to Assignee, Assignor wishes to assign, and Assignee wishes to assume, as of the Effective Date, all of Assignor’s right, title, and interest in, to and under that certain lease (including all amendments and modifications thereto and subleases related thereto) relating to the Facility, which lease is identified in **Exhibit B-2**, attached hereto and incorporated in this Agreement by reference (“**Lease**”).

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee (“**Parties**”) agree as follows:

1. **Assignment**. Assignor hereby irrevocably and unconditionally sells, assigns, conveys, transfers, and sets over unto Assignee, as of the Effective Date, all of Assignor’s right, title, and interest in, to, under, and with respect to the Lease and security deposit as set forth within the Lease.
2. **Assumption**. Assignee hereby accepts the assignment of all of Assignor’s right, title, and interest in, to, under, and with respect to the Lease and assumes and shall be liable for any and all liabilities, claims, obligations, losses, and expenses under and with respect to the Lease accruing on or after the Effective Date.
3. **Indemnification by Assignor**. Assignor shall indemnify, defend with counsel reasonably acceptable to Assignee, and hold Assignee harmless from and with respect to any and all damages, liabilities, claims, obligations, losses, and expenses of any nature in connection with the Lease that accrue or are incurred before the Effective Date or arise as a

result of any acts or omissions of Assignor occurring before the Effective Date.

4. **Indemnification by Assignee.** Assignee shall indemnify, defend with counsel reasonably acceptable to Assignor, and hold Assignor harmless from and with respect to any and all damages, liabilities, claims, obligations, losses, and expenses of any nature in connection with the Lease that accrue or are incurred on or after the Effective Date or arise as a result of any acts or omissions of Assignee occurring on or after the Effective Date.

5. **Rent and Other Income.** Subject to the terms and conditions of the Agreement, Assignor shall be entitled to receive all income accruing under the Lease prior to the Effective Date and Assignee shall be entitled to receive all income accruing under the Lease from and after the Effective Date. Assignor shall direct the tenant under the Lease to pay to Assignee the rent and all other monetary obligations due or to become due under the Lease for the period beginning on the Effective Date.

6. **Ownership.** Assignor represents and warrants to Assignee that (a) Assignor is the sole owner of all rights, titles, and interests in and to the Lease as landlord under the Lease, (b) those rights, titles, and interests are free and clear of and from all claims, liens, charges, and other encumbrances of any nature whatsoever, and (c) Assignor has the sole and full right, power, and authority to assign all those rights, titles, and interests without the approval or consent of any person or entity that has not been obtained.

7. **Binding Effect.** The provisions of this Assignment shall be binding upon, and shall inure to the benefit of, the successors and assigns of Assignor and Assignee, respectively.

8. **Headings.** The section headings in this Agreement shall have no legal significance and are used solely for convenience of reference.

9. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature and acknowledgment pages of any counterpart may be detached therefrom without impairing the legal effect of the signatures and acknowledgments thereon, provided such signature and acknowledgment pages are attached to any other counterpart identical thereto except having additional signature and acknowledgment pages executed and acknowledged by other Parties to this Assignment attached thereto.

10. **Governing Law.** This Assignment shall be governed by, and construed and interpreted in accordance with, the laws of the state of Texas.

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized representatives to execute this Assignment as of the Effective Date.

ASSIGNOR:

**YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE
GREATER HOUSTON AREA,**
a Texas nonprofit corporation,
also known as the YMCA of the Greater Houston Area

By: _____
Name: _____
Title: _____

ASSIGNEE:

CITY OF ALVIN, TEXAS

By: _____
Gabe Adame
Mayor

EXHIBIT B-1

REAL PROPERTY

Lot 2 of the Alvin Recreation Facility, according to the recorded map or plat thereof in Volume 24, Page 350 of the Plat Records, Brazoria County, Texas.

EXHIBIT B-2

LEASE

The Lease Agreement dated January 19, 2007, between Seller, as Landlord, and Memorial Hermann Hospital System, a Texas not for profit corporation, as Tenant, covering the Leased Premises described therein, the First Amendment thereto dated January 31, 2017, and Second Amendment thereto dated June 30, 2021.

EXHIBIT C
SELLER'S DOCUMENTS

1. Memorial Hermann Lease

EXHIBIT D
TENANT NOTIFICATION LETTER

[DATE]

VIA OVERNIGHT DELIVERY

Memorial Hermann Hospital System

Re: Notice of Change of Ownership with respect to the building located at 3201 Texas State Highway 35, Alvin, Texas 77511, Brazoria County, Texas (the “**Property**”), and assignment of that certain Lease Agreement (the “**Lease**”) dated January 10, 2007 (and January 31, 2017 Amendment and June 30, 2021 Amendment), by and between the YMCA (“**Landlord**”), and the Memorial Hermann Hospital System (“**Tenant**”).

Dear Tenant:

Please be advised that the Landlord has sold its ownership interest in the Facility, including its interest as landlord under the Lease to the City of Alvin (“**New Landlord**”). The New Landlord shall assume the title of “Landlord” as provided for in the Lease from and after the date hereof.

In connection with such purchase, Landlord, as Seller has transferred your security deposit in the amount of \$_____ the (“**Security Deposit**”) to the New Landlord, as Purchaser. Purchaser specifically acknowledges the receipt and sole responsibility for the return of the Security Deposit.

Accordingly, effective as of the date hereof, you are hereby notified and directed to deliver all future rent payments due under the Lease to New Landlord at shown below.

CITY OF ALVIN, TEXAS

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

You are also notified and directed, effective as of the date hereof, to deliver all notices inquires or requests relating to your Lease to New Landlord at the foregoing address.

Questions regarding this transaction may be directed to Attention: _____,
phone _____.

SELLER: YMCA OF THE GREATER HOUSTON AREA

Stephen Ives
President and CEO
YMCA of the Greater Houston Area
1331 Augusta, 3rd Floor
Houston, Texas 77057

NEW LANDLORD: THE CITY OF ALVIN, TEXAS

Gabe Adame
Mayor

EXHIBIT E
BILL OF SALE

This Bill of Sale, effective as of the ____ day of _____, 2024 (the “Effective Date”), is given by the Young Men’s Christian Association of the Greater Houston Area, a Texas Nonprofit Corporation, doing business as The Thelma Ley Anderson Family YMCA (“Seller”), in favor of the City of Alvin, Texas (“Buyer”).

A. Seller and Buyer entered into a Purchase and Sale Agreement with an effective date of _____, 2024 (the “Sale Agreement”), pursuant to which Seller agreed to sell to Buyer and Buyer agreed to purchase from Seller a certain Facility described on Exhibit A attached hereto (the “Facility”), together with associated personal property.

B. For valuable consideration, the receipt of which is hereby acknowledged, Seller hereby sells, transfers and assigns to Buyer all of Seller’s right, title, and interest in and to all building systems, fixtures, equipment, machinery, irrigation systems and equipment, and other items of personal property owned by Seller and used in connection with the Facility including, without limitation, the items of personal property described on the attached Exhibit A (collectively, the “Personal Property”). Seller hereby represents, covenants and warrants to Buyer that the Personal Property is being sold, transferred, and assigned to Buyer free and clear of all liens, encumbrances, and security interests whatsoever, and that Seller has the right to sell, transfer, and assign the Personal Property to Buyer.

C. BY ACCEPTANCE OF THIS BILL OF SALE, BUYER ACKNOWLEDGES AND AGREES THAT SELLER HEREBY SELL AND TRANSFERS TO BUYER AND BUYER HEREBY ACCEPTS THE PROPERTY “AS-IS, WHERE-IS, WITH ALL FAULTS”.

Stephen Ives
President and CEO
YMCA of the Greater Houston Area
1331 Augusta, 3rd Floor
Houston, Texas 77057
Date: _____

Exhibit A
(attached to Bill of Sale)

EXHIBIT F

ASSIGNMENT OF APPURTENANCES, LICENSES AND PERMITS, PLANS, AND WARRANTIES

This Assignment of Appurtenances, Licenses and Permits, Plans, and Warranties (this “Assignment”) is entered into as of this day of _____, 2024 (the “Effective Date”), between the Young Men’s Christian Association of the Greater Houston Area, a Texas nonprofit corporation, doing business as the Thelma Ley Anderson Family YMCA (“Assignor”), and the City of Alvin, Texas, a home rule municipal corporation (“Assignee”).

RECITALS

A. Assignor and Assignee entered into a Purchase and Sale Agreement with an effective date of _____, 2024 (the “Sale Agreement”). Pursuant to the Sale Agreement, Assignor is selling to Assignee, and Assignee is purchasing from Assignor, simultaneously with the delivery of this Assignment, all of Assignor’s right, title, and interest in that certain Facility located in Alvin, Texas, and described on Exhibit A attached hereto (the “Property”).

B. Pursuant to the Sale Agreement, Assignor agreed to transfer and assign to Assignee all of Assignor’s rights, title, and interest in and to all Appurtenances, Licenses and Permits, Plans, and Warranties, as such terms are defined in the Sale Agreement.

ASSIGNMENT

NOW, THEREFORE, for valuable consideration, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers and sets over unto Assignee all of Assignor’s rights, title, and interest in and to all Appurtenances, Licenses and Permits, Plans, and Warranties, as such terms are defined in the Sale Agreement, free and clear of all liens, encumbrances, and security interests whatsoever.

2. In the event that any party to this Assignment institutes a suit, action, arbitration, or other legal proceeding of any nature whatsoever against the other party relating to this Assignment or to the rights or obligations of the parties with respect thereto, the prevailing party shall be entitled to recover from the other party the prevailing party’s reasonable attorney, paralegal, accountant, expert witness (whether or not called to testify at trial or other proceeding) and other professional fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, including but not limited to deposition transcript and court reporter costs, as determined by the judge or arbitrator at trial or other proceeding, and including such fees, costs and expenses incurred in any appellate or review proceeding, or in collecting any judgment or award, or in enforcing any decree rendered with respect thereto, in addition to all other amounts provided for by law. This cost and attorney fees provision shall apply with respect to any litigation

or other proceedings in bankruptcy court, including litigation or proceedings related to issues unique to bankruptcy law.

3. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors in interest and assigns.

4. This Assignment may be signed in one or more counterparts, each of which shall be deemed an original and all of which counterparts shall be deemed one and the same instrument.

SELLER

Stephen Ives
President and CEO
YMCA of the Greater Houston Area
1331 Augusta, 3rd Floor
Houston, Texas 77057
Date: _____

BUYER

Gabe Adame
Mayor
City of Alvin, Texas
216 West Sealy Street
Alvin, Texas 77511
Date: _____

EXHIBIT G

PERMITTED EXCEPTIONS

1. Building setback line 25 feet in width along the northwest property line as reflected by the recorded plat in Volume 24, Page 350 of the Plat Records of Brazoria County, Texas.
2. Utility easement 20 feet wide along the Southwest property line as reflected by the recorded plat in Volume 24, page 350 of the Plat Records of Brazoria County, Texas.
3. A drainage easement and utility easement 20 feet wide along the Northeasterly property line as reflected by the recorded plat in Volume 24, Page 350 of the Plat Records of Brazoria County, Texas.
4. A water and waste water easement 20 feet wide along the Northwest property line as reflected by the recorded plat in Volume 24, Page 350 of the Plat Records of Brazoria County, Texas.
5. A State of Texas drainage easement in the Northwesterly corner as reflected by the recorded plat in Volume 24, Page 350 of the Plat Records and Volume 1143, Page 583 of the Deed Records of Brazoria County, Texas.
6. All the oil, gas and other mineral, the royalties, bonuses, rentals and all other rights in connection with the same as set forth in instrument recorded in Volume 447, Page 429 of the Deed Records of Brazoria County, Texas. Surface rights waived. The reserved mineral rights are limited and subject to the terms of the City of Alvin ordinance.
7. All the oil, gas and other mineral, the royalties, bonuses, rentals and all other rights in connection with the same as set forth in instrument recorded in Volume (84)61, Page 321 of the Deed Records of Brazoria County, Texas. Surface rights waived. The reserved mineral rights are limited and subject to the terms of the City of Alvin ordinance.

EXHIBIT H

AGREEMENT TERMINATING THE GROUND LEASE

This Agreement Terminating the Ground Lease (the “Agreement”), is executed as of _____, 2024 (the “Effective Date”), by and among the City of Alvin, Texas (the “City”); and YMCA of the Greater Houston Area, a Texas nonprofit corporation (“YMCA”). The City and YMCA are collectively referred to as the “Parties.”

RECITALS

- A. The Parties entered into a Ground Lease (the “Ground Lease”) dated November 23, 2005, for the land described on Exhibit A attached to this Agreement.
- B. The Parties desire to terminate the Agreement.

AGREEMENT

NOW, THEREFORE, the Parties hereby agree to terminate the Agreement effective as of the Effective Date.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the day and year first above written.

[Signature on following page]

EXECUTED as of the Effective Date.

YMCA:

YMCA OF THE GREATER HOUSTON AREA

Stephen Ives
President and CEO
YMCA of the Greater Houston Area
1331 Augusta, 3rd Floor
Houston, Texas 77057

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 2024, by the
YMCA OF THE GREATER HOUSTON AREA, a Texas nonprofit corporation, on behalf of said
corporation.

Notary Public, State of Texas

ALVIN:

CITY OF ALVIN, TEXAS

By: _____
Gabe Adame
Mayor

ATTEST/SEAL

By: _____
Dixie Roberts
City Secretary

Exhibit A

(attached to Agreement Terminating Ground Lease)

EXHIBIT I

Description of Items of Personal Property that will remain with Facility as part of the sale
See attached

Unit Number	Description	Manufacturer/Supplier	Purchase Date	Purchase Cost	Group	Model Number	Serial Number	Notes
SFIT-142-807-10	MEGA Rack	Matrix	9/1/2018	\$2,100.00	Strength Equipment	MG-MR47	MGRB61802126	New Unit *
CFIT-116-808-10	Spin Bike	Keiser	11/1/2017	\$2,000.00	Cardio Equipment	0055068B1	170515-87502	New Unit
CFIT-116-808-11	Spin Bike	Keiser	11/1/2017	\$2,000.00	Cardio Equipment	0055068B1	170515-87555	New Unit
CFIT-116-808-12	Spin Bike	Keiser	11/1/2017	\$2,000.00	Cardio Equipment	0055068B1	170515-87539	New Unit
CFIT-142-800-01A	Treadmill PVS	Precor	12/3/2013	\$0.00	Cardio Equipment	PVS15-DT	AAHFH27130661	Old Unit
CFIT-142-800-02	Treadmill	Precor	12/3/2013	\$5,895.00	Cardio Equipment	TRM 833	AMWZK13130081	Old Unit
CFIT-142-800-02A	Treadmill PVS	Precor	12/3/2013	\$0.00	Cardio Equipment	PVS15-DT	AAHFH27130667	Old Unit
CFIT-142-800-03	Treadmill	Precor	12/3/2013	\$0.00	Cardio Equipment	TRM 833	AMWZK13130064	Old Unit
CFIT-142-800-03A	Treadmill PVS	Precor	12/3/2013	\$0.00	Cardio Equipment	PVS15-DT	AAHFH27130683	Old Unit
CFIT-142-800-04	Treadmill	Precor	12/3/2013	\$0.00	Cardio Equipment	TRM 833	AMWZK13130065	Old Unit
CFIT-142-800-04A	Treadmill PVS	Precor	12/3/2013	\$0.00	Cardio Equipment	PVS15-DT	AAHFH27130664	Old Unit
CFIT-142-800-05	Treadmill	Precor	12/3/2013	\$0.00	Cardio Equipment	TRM 833	AMWZK13130083	Old Unit
CFIT-142-800-05A	Treadmill PVS	Precor	12/3/2013	\$0.00	Cardio Equipment	PVS15-DT	AAHFH27130663	Old Unit
CFIT-142-800-06A	Treadmill PVS	Precor	12/3/2013	\$0.00	Cardio Equipment	PVS15-DT	AAHFH27130685	Old Unit
CFIT-142-800-07	Treadmill	Precor	12/3/2013	\$0.00	Cardio Equipment	TRM 833	AMWZK13130094	Old Unit
CFIT-142-800-07A	Treadmill PVS	Precor	12/3/2013	\$0.00	Cardio Equipment	PVS15-DT	AAHFH27130684	Old Unit
CFIT-142-800-08	Treadmill	Precor	12/3/2013	\$0.00	Cardio Equipment	TRM 833	AMWZK14130106	Old Unit
CFIT-142-800-08A	Treadmill PVS	Precor	12/3/2013	\$0.00	Cardio Equipment	PVS15-DT	AAHFH27130689	Old Unit
CFIT-142-800-09A	Treadmill PVS	Precor	12/3/2013	\$0.00	Cardio Equipment	PVS15-DT	AAHFH27130660	Old Unit
CFIT-142-801-01	Stair Climber	Stair Master	1/0/1900	\$3,899.00	Cardio Equipment	15005	150005DAY13340121	Old Unit
CFIT-142-801-01A	Stair Climber PVS	Stair Master	1/0/1900	\$0.00	Cardio Equipment	150005-D1050-0035DAY13330148		Old Unit
CFIT-142-801-02	Stair Climber	Stair Master	1/0/1900	\$3,899.00	Cardio Equipment	15005	150005DAY13260128	Old Unit
CFIT-142-802-01	Upright Bike	Precor	12/3/2013	\$3,195.00	Cardio Equipment	UBK 835	AYZGK18130020	Old Unit
CFIT-142-802-01A	Upright Bike PVS	Precor	12/3/2013	\$0.00	Cardio Equipment	PVS15-DT	AAHFH27130682	Old Unit
CFIT-142-802-02A	Upright Bike PVS	Precor	12/3/2013	\$0.00	Cardio Equipment	PVS15-DT	AAHFH27130665	Old Unit
CFIT-142-802-03A	Upright Bike PVS	Precor	12/3/2013	\$0.00	Cardio Equipment	PVS15-DT	AAHFH27130692	Old Unit
CFIT-142-803-01	Recumbent Bike	Precor	12/3/2013	\$3,495.00	Cardio Equipment	RBK 835	AXHGJ30130005	Old Unit
CFIT-142-803-01A	Recumbent Bike PVS	Precor	12/3/2013	\$0.00	Cardio Equipment	PVS15-DT	AAHFH27130170	Old Unit
CFIT-142-803-02	Recumbent Bike	Precor	12/3/2013	\$3,495.00	Cardio Equipment	RBK 835	AXHGA27140015	Old Unit
CFIT-142-803-02A	Recumbent Bike PVS	Precor	12/3/2013	\$0.00	Cardio Equipment	PVS15-DT	AAHFH19140689	Old Unit
CFIT-142-803-03A	Recumbent Bike PVS	Precor	12/3/2013	\$0.00	Cardio Equipment	PVS15-DT	AAHFH27130171	Old Unit
CFIT-142-804-01	Rowing Machine	Concept 2	1/0/1900	\$1,500.00	Cardio Equipment	D	1020150-2711-430172376	Old Unit
CFIT-142-805-01	Elliptical - AMT	Precor	12/3/2013	\$6,295.00	Cardio Equipment	AMT 12 83AJTEJ30130005		Old Unit
CFIT-142-805-01A	Elliptical - AMT PVS	Precor	12/3/2013	\$0.00	Cardio Equipment	PVS15-DT	AAHFH27130670	Old Unit
CFIT-142-805-02A	Elliptical - AMT PVS	Precor	12/3/2013	\$0.00	Cardio Equipment	PVS15-DT	AAHFH27130666	Old Unit
CFIT-142-805-03	Elliptical - AMT	Precor	12/3/2013	\$6,295.00	Cardio Equipment	AMT 12 83AJTEJ30130007		Old Unit
CFIT-142-805-03A	Elliptical - AMT PVS	Precor	12/3/2013	\$0.00	Cardio Equipment	PVS15-DT	AAHFH27130679	Old Unit
CFIT-142-805-04	Elliptical - AMT	Precor	12/3/2013	\$6,295.00	Cardio Equipment	AMT 12 83AJTEJ30130056		Old Unit
CFIT-142-805-04A	Elliptical - AMT PVS	Precor	12/3/2013	\$0.00	Cardio Equipment	PVS15-DT	AAHFH27130668	Old Unit
CFIT-142-805-05	Elliptical - AMT	Precor	12/3/2013	\$6,295.00	Cardio Equipment	AMT 12 83AJTEJ29130058		Old Unit
CFIT-142-805-05A	Elliptical - AMT PVS	Precor	12/3/2013	\$0.00	Cardio Equipment	PVS15-DT	AAHFH27130669	Old Unit
CFIT-142-805-06A	Elliptical PVS	Precor	12/3/2013	\$0.00	Cardio Equipment	PVS15-DT	AAHFH27130687	Old Unit
CFIT-142-805-07A	Elliptical PVS	Precor	12/3/2013	\$0.00	Cardio Equipment	PVS15-DT	AAHFH27130688	Old Unit
CFIT-142-805-08A	Elliptical PVS	Precor	12/3/2013	\$0.00	Cardio Equipment	PVS15-DT	AAHFH27130690	Old Unit
CFIT-142-805-09	Elliptical	Precor	12/3/2013	\$5,795.00	Cardio Equipment	EFX 835	ADFXK05130017	Old Unit
CFIT-142-805-09A	Elliptical PVS	Precor	12/3/2013	\$0.00	Cardio Equipment	PVS15-DT	AAHFH27130147	Old Unit
CFIT-142-805-10	Elliptical	Precor	12/3/2013	\$4,995.00	Cardio Equipment	EFX 835	ADFXK06130001	Old Unit
CFIT-142-805-10A	Elliptical PVS	Precor	12/3/2013	\$0.00	Cardio Equipment	PVS15-DT	AAHFH27130691	Old Unit
CFIT-142-805-11	Elliptical	Precor	12/3/2013	\$5,795.00	Cardio Equipment	EFX 835	ADFXK05130047	Old Unit
CFIT-142-805-11A	Elliptical PVS	Precor	12/3/2013	\$0.00	Cardio Equipment	PVS15-DT	AAHFH27130686	Old Unit
CFIT-142-812-12	Upper Body Ergometer	SCIFIT	1/0/1900	\$2,100.00	Cardio Equipment	PRO2	660-018927	Old Unit
SFIT-142-806-06	Barbell Rack	Cybox	1/0/1900	\$0.00	Strength Equipment	5541-90	B04-020554190-2956	Old Unit - 10 bars 20-110lbs
SFIT-142-806-07	Back Extension Bench	Hammer Str	1/0/1900	\$0.00	Strength Equipment	16022	H051616022788N	Old Unit
SFIT-142-806-08	Flat Bench	Hammer Str	1/20/2007	\$649.00	Strength Equipment	FWFB		6137 Old Unit
SFIT-142-806-12	Seated Arm Curl Bench	Precor	1/0/1900	\$0.00	Strength Equipment	No Tag	No Tag	Old Unit
SFIT-142-806-13	Box Jump - Large	Unknown	1/0/1900	\$0.00	Strength Equipment	No Tag	No Tag	Old Unit
SFIT-142-806-14	Box Jump - Med	Unknown	1/0/1900	\$0.00	Strength Equipment	No Tag	No Tag	Old Unit
SFIT-142-806-15	Box Jump - Small	Unknown	1/0/1900	\$0.00	Strength Equipment	No Tag	No Tag	Old Unit
SFIT-142-806-16	Medicine Ball Rack	Power System	1/0/1900	\$0.00	Strength Equipment	No Tag	No Tag	Old Unit
SFIT-142-806-17	Olympic Bar Stand	Unknown	1/0/1900	\$0.00	Strength Equipment	No Tag	No Tag	Old Unit
SFIT-142-806-18	Stretch Trainer	Precor	1/0/1900	\$700.00	Strength Equipment	No Tag	No Tag	Old Unit
SFIT-142-806-19	T Bar Row Plate	Unknown	1/0/1900	\$0.00	Strength Equipment	No Tag	No Tag	Old Unit
SFIT-142-806-20	Adjustable Decline Bench	Precor	12/10/2019	\$700.00	Strength Equipment	DBR0113	PWDBR0113NN9923EN	New Unit
SFIT-142-807-01	Olympic Bench - Incline	Hammer Str	1/0/1900	\$749.00	Strength Equipment	ONB		4160 Old Unit - Plate Loaded - Includes Model OBWS 5N:6732
SFIT-142-807-02	Olympic Military Bench	Hammer Str	1/0/1900	\$0.00	Strength Equipment	ONB		1513 Old Unit - Plate Loaded - Includes Model OBWS 5N:6733
SFIT-142-807-03	Seated Leg Curl	Life Fitness	1/20/2007	\$3,799.00	Strength Equipment	FZSLC	FZSLC001451	Old Unit - Pin Select
SFIT-142-807-07	Olympic Bench	Hammer Str	1/0/1900	\$649.00	Strength Equipment	FZFCB		8548 Old Unit - Plate Loaded
SFIT-142-807-08	Olympic Bench - Decline	Hammer Str	1/0/1900	\$0.00	Strength Equipment	ONB		2800 Old Unit - Plate Loaded
CFIT-142-808-01	Spin Bike	Keiser	7/27/2012	\$1,100.00	Cardio Equipment	005501PB1	120717-19970	Old Unit
CFIT-142-808-02	Spin Bike	Keiser	7/27/2012	\$1,100.00	Cardio Equipment	005501PB1	120717-19995	Old Unit
CFIT-142-808-03	Spin Bike	Keiser	7/27/2012	\$1,100.00	Cardio Equipment	005501PB1	120717-19948	Old Unit
CFIT-142-808-04	Spin Bike	Keiser	7/27/2012	\$1,100.00	Cardio Equipment	005501PB1	120717-19987	Old Unit
CFIT-142-808-05	Spin Bike	Keiser	7/27/2012	\$1,100.00	Cardio Equipment	005501PB1	120717-19990	Old Unit
CFIT-142-808-06	Spin Bike	Keiser	7/27/2012	\$1,100.00	Cardio Equipment	005501PB1	120717-19997	Old Unit
CFIT-142-808-07	Spin Bike	Keiser	7/27/2012	\$1,100.00	Cardio Equipment	005501PB1	120717-19991	Old Unit
CFIT-142-808-08	Spin Bike	Keiser	7/27/2012	\$1,100.00	Cardio Equipment	005501PB1	120717-19985	Old Unit
CFIT-142-808-09	Spin Bike	Keiser	7/27/2012	\$1,100.00	Cardio Equipment	005501PB1	120717-19986	Old Unit
CFIT-142-808-10	Spin Bike	Keiser	7/27/2012	\$1,100.00	Cardio Equipment	005501PB1	120717-19993	Old Unit
CFIT-142-808-11	Spin Bike	Keiser	7/27/2012	\$1,100.00	Cardio Equipment	005501PB1	120717-19996	Old Unit
CFIT-142-808-12	Spin Bike	Keiser	7/27/2012	\$1,100.00	Cardio Equipment	005501PB1	120717-19994	Old Unit
CFIT-142-808-13	Spin Bike	Keiser	7/27/2012	\$1,100.00	Cardio Equipment	005501PB1	120717-19992	Old Unit
CFIT-142-808-14	Spin Bike	Keiser	7/27/2012	\$1,100.00	Cardio Equipment	005501PB1	120717-19949	Old Unit
CFIT-142-808-15	Spin Bike	Keiser	7/27/2012	\$1,100.00	Cardio Equipment	005501PB1	120717-20014	Old Unit
CFIT-142-808-16	Spin Bike	Keiser	7/27/2012	\$1,100.00	Cardio Equipment	005501PB1	120717-19998	Old Unit
CFIT-142-808-17	Spin Bike	Keiser	7/27/2012	\$1,100.00	Cardio Equipment	005501PB1	120717-19989	Old Unit
CFIT-142-808-18	Spin Bike	Keiser	7/27/2012	\$1,100.00	Cardio Equipment	005501PB1	120717-19984	Old Unit
CFIT-142-808-19	Spin Bike	Keiser	7/27/2012	\$1,100.00	Cardio Equipment	005501PB1	120717-20000	Old Unit
CFIT-142-808-20	Spin Bike	Keiser	7/27/2012	\$1,100.00	Cardio Equipment	005501PB1	120717-19999	Old Unit
SFIT-142-810-01	Dip/Chin Assist	Precor	1/0/1900	\$0.00	Strength Equipment	320	BG32824140001	Old Unit - Pin Select
SFIT-142-810-02	Cable Crossover	Life Fitness	1/20/2007	\$3,899.00	Strength Equipment	CMACO	CMAC0000836	Old Unit - Pin Select
SFIT-142-810-03	Seated Leg Press	Life Fitness	2/11/2008	\$5,900.00	Strength Equipment	FXSLP	FZSLP001849	Old Unit - Pin Select
SFIT-142-810-04	Leg Extension	Life Fitness	1/20/2007	\$3,669.00	Strength Equipment	FZLE	FZLE001714	Old Unit - Pin Select
SFIT-142-810-05	Shoulder Press	Life Fitness	1/20/2007	\$3,399.00	Strength Equipment	FZSP	FZSP001336	Old Unit - Pin Select
SFIT-142-810-06	Fly/Rear Delt	Life Fitness	3/21/2007	\$3,399.00	Strength Equipment	FZPEC	FZPEC000023	Old Unit - Pin Select
SFIT-142-810-07	Glute	Life Fitness	1/20/2007	\$3,399.00	Strength Equipment	FZGL	FZGL001327	Old Unit - Pin Select
SFIT-142-810-08	Low Row	Life Fitness	1/20/2007	\$3,399.00	Strength Equipment	FZRW	FZRW001036	Old Unit - Pin Select
SFIT-142-810-09	Bicep Curl	Life Fitness	1/20/2007	\$3,399.00	Strength Equipment	FZBC	FZBC001205	Old Unit - Pin Select
SFIT-142-810-10	Tricep Press	Life Fitness	3/21/2007	\$3,299.00	Strength Equipment	FZTP	FZTP001547	Old Unit - Pin Select
SFIT-142-810-11	Calf Extension	Life Fitness	1/20/2007	\$3,299.00	Strength Equipment	FZCE	FZCE000822	Old Unit - Pin Select
SFIT-142-810-12	Rotary Torso	Life Fitness	1/20/2007	\$3,599.00	Strength Equipment	FZTR	FZTR001040	Old Unit - Pin Select
SFIT-142-810-13	Abdominal	Life Fitness	1/20/2007	\$3,399.00	Strength Equipment	FZAB	FZAB001172	Old Unit - Pin Select
SFIT-142-810-14	Hip Adduction	Life Fitness	1/20/2007	\$3,299.00	Strength Equipment	FZHAD	FZHAD000838	Old Unit - Pin Select
SFIT-142-810-15	Hip Abduction	Life Fitness	1/20/2007	\$3,299.00	Strength Equipment	FZHAD	FZHAD000834	Old Unit - Pin Select
SFIT-142-810-16	Back Extension	Life Fitness	3/21/2007	\$3,299.00	Strength Equipment	FZBE	FZBE000870	Old Unit - Pin Select
SFIT-142-810-17	Lat Pulldown	Life Fitness	1/20/2007	\$3,499.00	Strength Equipment	FZPD	FZPD001165	Old Unit - Pin Select
SFIT-142-810-18	Chest Press	Life Fitness	1/20/2007	\$3,599.00	Strength Equipment	FZCP	FZCP001373	Old Unit - Pin Select

*Includes: MG-MOPT11-02 SN:MGAS10311808012; MG-OPT32-8-0 SN:MGAS11141809001; MG-OPT7R-02 SN:MGAS10691808009; MG-OPT8R-04 SN:MGAS11661808031; MG-OPT8R-04 SN:MGAS11361808014; MG-OPT8R-04 SN:MGAS11661808008; MG-OPT8R-04 SN:MGAS11661808007; MG-MOPT13-03 SN:AS1819W1806G058; MG-OPT1-03 SN:AS1925W1808G057; MG-OPT16-03 SN:AS1820W1806G003; MG-OPT0F-03 SN:AS1927W1805G074; MG-OPT9R-04 SN:MGAS11661808009; MG-OPT31 SN:AS1825W1807G025; MG-OPT8R-04 SN:MGAS11661808012; MG-OPT46-02 SN:MGAS11621808010; MGAS11621808011; MGAS11621808009; MGAS11621808010; MGAS11621808027; MGAS11621808013; MGAS11621808015; MGAS11621808012; MGAS11621808004; MGAS11621808008; MGAS11621808028; MGAS11621808024; MGAS10691808019; MG-OPT8R-04 SN:MGAS11661808006; MG-MOPT41-02 SN:MGAS11421808004

EXHIBIT J

Items of personal property that will not remain in the Facility, will not be included in the
Bill of Sale and will be removed by Seller
See attached

Description

Ball/sports equipment

Jump ropes

Catch/outdoor x2

Metal A frames x4

Book shelf

Pillows x4

Buffalo drums x3

T Bat stands x13

Steel Storage cabinet x2

Steel storage cabinet x1

Freebies

Balls/outdoor equipment

Box of water bottles

Box of balls, cones

Craft box (bait box)

Ping pong balls

Glass cups

Box of scotch guard

Stevenson Bin

Balls/outdoor equipment x2

Catch box + book

Blow dryers x3

Catch box x3

Box of books

First aid kits x2

Code equipment x2

Air hockey

Big black bags x2

Box of rope

Tote of games and puzzles x2

Box of banners

3 drawer storage bin

Fender speakers with stands

Glasses

Desert tower

Box of utensils

Christmas stuff

Poring paint

Crayon carver

Post it's

Tote of books

All items in OST closet(craft supplies, cleaning supplies, office supplies, games, etc....)

All items minus office furniture and file cabinets in office (Shannon)

any boxes of personal information of former staff and children, holiday decorations

Y Aquatic Shirts & Trunks

Y Polos

Y Tshirts
AED
Crash Bag
3 Adult dummy's for CPR
2 Adult Blue dummy's for CPR
2 Babies Blue dummy's for CPR
C5200 HP all-in-one printer
Alaris tablets (2) & tablet holder
PC, monitor, mouse/keyboard, external speakers (3 in Welcome Center, approx 5 or 6 in offices)
3 phones
3 scanners
1 clover
1 set of speakers
2 check readers
2 cash drawers & Cash
MFD copier
AP check scanner (property of our bank)
Xfinity cable box
Small Pair of Computer Speakers
Zoom Camera (attached to computer)
Reach (box for TV, TV itself stays)
Satellite radio
Xfinity box
Contents of the wall mount data cabinet (rack will stay)
Masterlock Keybox
(8) Wifi Access Points
(1) Meraki MX Firewall
(2) Meraki Data Switches
(1)UPS
Housekeeping items (buffing machines, mops, brooms, etc)
Pool items - chemical controller, 2 chemical pumps, 2 chemical tanks (chlorine)
2 vending machines
Microwave
Blackhawk tool cabinet
DeWalt drill combo with light
Chicago double cut saw
Channel Lock set
Hack Saw
8 ft ladder
2 Blowers in mechanical room
Extension ladder
12 ft ladder
DeWalt grinder
Stanley wrench set
6ft Ladder
Hand saw
Vise grip set

Miscellaneous tools (Screw drivers, wrenches, pliers, etc.)
8 ft ladder in pool mechanical room
Single man lift

Admin (RS)	Admin Cubicle
Admin (RS)	Admin Cubicle
Admin (RS)	Admin Cubicle
Admin (RS)	Admin Cubicle
Admin (RS)	Admin Cubicle
Admin (RS)	Admin Cubicle
Info Technology (MH)	Multi Purpose Room
Info Technology (MH)	Child Watch
Info Technology (MH)	Welcome Center, Offices
Info Technology (MH)	Welcome Center
Info Technology (MH)	Welcome Center
Info Technology (MH)	Welcome Center
Info Technology (MH)	Welcome Center
Info Technology (MH)	Welcome Center
Info Technology (MH)	Welcome Center
Info Technology (MH)	Welcome Center
Info Technology (MH)	Back Offices
Info Technology (MH)	Back Offices
Info Technology (MH)	Office 1
Info Technology (MH)	Office 1
Info Technology (MH)	Lobby
Info Technology (MH)	Lobby
Info Technology (MH)	Lobby
Info Technology (MH)	Data Closet
Info Technology (MH)	Data Closet
Info Technology (MH)	Data Closet
Info Technology (MH)	Data Closet
Info Technology (MH)	Data Closet
Info Technology (MH)	Data Closet
Facilities (GC)	Owned by AJS - Cleaning Crew
Facilities (GC)	Owned by PoolSure
Facilities (GC)	Owned by Vendors - YMCA or City will need to contact vendor
Facilities (GC)	Maintenance office
Facilities (GC)	Maintenance office
Facilities (GC)	Maintenance office
Facilities (GC)	Maintenance office
Facilities (GC)	Maintenance office
Facilities (GC)	Maintenance office
Facilities (GC)	Maintenance office
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Facilities (GC)	Maintenance office
Facilities (GC)	Maintenance office
Facilities (GC)	Maintenance office
Facilities (GC)	Maintenance office
Facilities (GC)	Maintenance office
Facilities (GC)	Maintenance office

VENDORS TO CONTACT FOR SALE
Fire Safe
Yellowstone
AJS
Pool Sure
DAC
ADT
Waste Mgmt
Utilites (Water,

Facilities (GC)	Maintenance office
Facilities (GC)	Maintenance office
Facilities (GC)	Maintenance office

Description

Ball/sports equipment

Jump ropes

Catch/outdoor x2

Metal A frames x4

Book shelf

Pillows x4

Buffalo drums x3

T Bat stands x13

Steel Storage cabinet x2

Steel storage cabinet x1

Freebies

Balls/outdoor equipment

Box of water bottles

Box of balls, cones

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Glass cups

Box of scotch guard

Stevenson Bin

Balls/outdoor equipment x2

Catch box + book

Blow dryers x3

Catch box x3

Box of books

First aid kits x2

Code equipment x2

Air hockey

Big black bags x2

Box of rope

Tote of games and puzzles x2

Box of banners

3 drawer storage bin

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Glasses

Desert tower

Box of utensils

Christmas stuff

Poring paint

Crayon carver

Post it's

Tote of books

All items in OST closet(craft supplies, cleaning supplies, office supplies, games, etc....)

All items minus office furniture and file cabinets in office (Shannon)

any boxes of personal information of former staff and children, holiday decorations

Y Aquatic Shirts & Trunks

Y Polos

NTACT FOR THEIR SUPPLIES, ITEMS, AND ACCOUNTS PRIOR PRIOR TO

	Facilities
	Facilities
	Facilities
	Facilities
	Facilities
	Facilities
Gas, Power)	Business office / purchacing
	Business office / purchacing
	Business office / purchacing





AGENDA COMMENTARY

Meeting Date: 1/4/2024

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider Ordinance 24-C, amending Chapter 21, Subdivisions and Property Development, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Section 21-42 Sidewalks, ADA ramps, driveways and driveway approaches; providing for penalties; providing for severability; and setting forth other provisions related thereto.

Type of Item: Ordinance

Summary: This Ordinance is amending Chapter 21, Subdivision and Property Development, of the City of Alvin Code of Ordinances. The requirement for sidewalks was discussed by City Council at the workshop on December 7, 2023. At the workshop Council directed Staff to amend section 21-42 by adding exceptions to the sidewalk requirement in existing areas of the City where there is an open ditch drainage system and limited space in the existing right-of-way to construct the sidewalk.

Ordinance 24-C amends section 21-42 by adding the following exceptions to the sidewalk requirement:

- Sidewalks shall not be required in existing subdivisions with open ditch drainage systems and limited available space in the right-of-way, as determined by the City Engineer.
- Sidewalks may not be required when, in the judgment of the planning commission, the safety of the pedestrians does not require such sidewalks.

Staff recommends approval of Ordinance 24-C.

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: 12/27/2023 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Ord. 24-C; Amend Ch. 21 Subdivision_Sidewalks

Recommendation: Ordinance 24-C, amending Chapter 21, Subdivisions and Property Development, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Section 21-42 Sidewalks, ADA ramps, driveways and driveway approaches; 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. 24-C

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 SECTION 21-42 SIDEWALKS, ADA RAMPS, DRIVEWAYS AND DRIVEWAY APPROACHES; 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

...

Section 21-42. – Sidewalks, ADA ramps, driveways and driveway approaches

(a) Sidewalks are required along all roadways.

Sidewalks, Americans with Disabilities Act (ADA) ramps, driveways and driveway approaches shall be required and shall be constructed in accordance with the city's design criteria. ADA ramps shall be constructed at all street intersections and other locations deemed necessary for adequate accessibility. The construction of ADA ramps shall be included in the paving contract and are therefore the responsibility of the developer. If not constructed prior to issuance of a building permit, sidewalks, driveways, and driveway approaches must be constructed as part of the issuance of the building permit for each tract.

(b) Exceptions.

1. Sidewalks shall not be required in existing subdivisionssingle-family residential (SFR) with here-open ditch drainage systems and limited available space in the right-of-way, as determined by the City Engineerstreets are approved.
2. Sidewalks may not be required when, in the judgment of the planning commission, the safety of the pedestrians does not require such sidewalks.

(a)(c) *Fee payment in lieu of sidewalk installation.* Where a sidewalk is required by the City of Alvin Subdivision Ordinance and the installation is not feasible due to construction or site constraints, the city engineer may require the developer/property owner to satisfy the sidewalk requirement by payment of a fee to the city's sidewalk fund in lieu of installing the sidewalk. Said payment shall be at the current rate of construction per square foot or square yard of sidewalk, and such rate shall be based on the city's most recent annual concrete maintenance contract bid pricing. Once approved by the city engineer payment of the fee shall be rendered at the time of building permit issuance.

(b)(d) *Sidewalk fund.* There is hereby established a special fund for the deposit of all sums paid in lieu of sidewalk installation under this section or any preceding ordinance, this fund shall be known as the "sidewalk fund". Funds shall only be utilized to build, maintain, or replace sidewalks within the city.

...

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 4th day of January 2024.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 1/4/2024

Department: Police Department

Contact: Robert Lee, Police Chief

Agenda Item: Consider the purchase of Lexipol policy management software for use by the Police Department for an initial amount not to exceed \$18,339.75 and authorize the City Manager to sign the Master Service Agreement upon legal review.

Type of Item: Action Item

Summary: In 2013, as the Police Department began to transition to best practice policies on the road to accreditation, we purchased a policy management software called PolicyTech. Originally, PolicyTech was chosen due to the ease of use and the functionality in being able to create, modify, track, test, and promulgate policies to all employees, even remotely. Unfortunately, as often occurs with decent software, the company was bought out by a larger company called Navex. The PolicyTech suite, which was originally geared toward public safety, fell by the wayside as development, modifications, and basic support were delayed, or altogether halted, as the new company focused development in other areas. PolicyTech, since the buyout, can no longer be accessed from anywhere other than on police department desktop computers, which means that officers can no longer access policies or procedures from the field. When we reported the issue to the new company, the response was that it was our problem, and they would not help. The software is no longer user-friendly nor is it easy to create or modify policies as practices, legislation, or case law requires. In fact, the PolicyTech sub-site from the Navex web-page no longer addresses or mentions law enforcement or any of the product features or uses for which we originally chose the product. There are various other reasons to transition from this software, but the basic is that it no longer meets the needs of our organization. Nor will it meet our needs in the future as we are progressing, they remain stagnated.

After careful comparison of available options, we have chosen Lexipol software for policy and accreditation management as the best replacement. Lexipol is entirely online (cloud) based and accessible from anywhere there is internet. It has all the original functions that we had and the added benefit that it specifically is public safety and government focused with a dedicated legal staff to review our policies and to suggest changes based upon legislative changes and case law as it occurs. Lexipol is used by 150+ agencies in Texas, the majority of which are also accredited, as it works hand in hand with accreditation. A better understanding of why Lexipol is preferred over PolicyTech is attached.

The initial cost of implementation is \$18,339.75 and as it was unbudgeted, State Equitable Sharing (seized) funds will be used initially. The subsequent yearly renewals will be budgeted starting the following budget year and will be \$14,890.50 for FY25. This is an annual increase of approximately \$8,000 over what we are currently paying for the PolicyTech software.

The purchase, if approved, will be through Sourcewell, a cooperative purchasing board.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☐ **Budgeted Item:** Yes ☐ No ☒ N/A ☐
Funding Account: 123 **Amount:** \$18,339.75 **1295 Form Required?** Yes ☒ No ☐
Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 12/19/2023 SLH
Finance Review Required: N/A ☐ Required ☒ **Date Completed:** CT 12/28/23

Supporting documents attached:

1. Memo; Proposed Move to Lexipol
 2. Alvin PD LE Policy MSA-Sourcewell
-

Recommendation: Move to approve the purchase of Lexipol policy management software for police department use in an initial amount not to exceed \$18,339.75 and approve the City Manager to sign the Master Service 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: ☒

Proposed move from PolicyTech (Navex) to Lexipol for Alvin PD policy management.

Below are our reasons for requesting the switch from PolicyTech to Lexipol. Each section will have a brief synopsis of the issue followed by a (sometimes longwinded) explanation of the issue. Also, there will be a comparison and feature section explaining some VERY much desired features of Lexipol.

1) Lack of support for PolicyTech

A few years ago, PolicyTech was purchased by Navex along with the original parent company's suite of products. As we (and many other public safety entities) have learned, this is almost always a negative. The new company, Navex in this case, has placed PolicyTech on what is essentially a holding pattern or back burner as they focus on other parts of their business. There is no significant innovation or product improvement. There is certainly no focus on public safety, which was a selling point during the initial purchase. As an example, the PolicyTech sub-website does not even mention public safety, law enforcement, or anything related to why we initially purchased the product.

As the product has stagnated and the company has moved farther away from public safety, other products, like Lexipol, have focused on our needs and made strides to help rather than water down the product for other entities.

2) Lack of on-line accessibility to PolicyTech

When first installed, PolicyTech had a feature that allowed remote viewing of policies. The process was outdated and somewhat arcane even then, but as part of our initial purchase we were able to pressure their techs to walk through the process with our IT manager at the time. After a long and complex series of meetings, we were able to access policy remotely with our City credentials. At some point, changes to our network broke the connection and we were no longer able to view policy remotely. We could only view or work on changes while at the PD computers. Due to network slowdowns and glitchy programming, even accessing PolicyTech via Netmotion was difficult and crashes often ruined chunks of work.

Calls to the new company, Navex, were unsuccessful in resolving the problem. We have been told that any remote viewing is strictly our responsibility, and they will not assist with it (as I recall there were not contractual requirements in the first place). When Paul Salvo took over in IT, he was unable to make any headway and did not understand the process. Current City IT Nick Newell has been made aware, but the process is outside of his knowledge and appears to be an outdated (and probably insecure) process.

Meanwhile, Lexipol presents the entire process in an online format. It is made to be accessible from anywhere in the world that has Internet connectivity.

3) Complicated process for creating and modifying policy.



In PolicyTech, creating and modifying policy is fairly complex. While I became well versed in it, others without any IT background have struggled to understand the process.

Additionally, there is no automatic way that we are notified of needed policy changes. As we become aware of changes either legislative, through the courts, or best practices, it is dependent on time and local knowledge whether the needed change gets addressed.

Adding onto the problem, the current method of approval is not automated and has consistently caused problems when a person in the approval change misses a notification or gets interrupted during review. There is no system (apart from a manual inspection) to track a policy change once it is submitted for review.

All of these things combined have caused our policy manual to lag behind and have outdated information included. Legislative changes have been up to our interpretation when designing policy and none of us are trained lawyers.

Meanwhile, Lexipol has a number of systems that handle all of these items.

- a. Dedicated legal staff to review our current policy, suggest changes, and streamline our manual during the onboarding process.
 - b. Immediate updates when court cases, legislative changes, or best practices suggest changes to policy.
 - c. Transparent policy approval process that can tell you at-a-glance where the policy stands in the process.
 - d. Their staff suggests exact wording policy changes without any of us having to take the time and make the attempt at interpreting sometimes complex legal issues. That said, we have complete control over the final product and can implement or disregard any suggested changes.
- 4) Current Recognition/Accreditation process takes a significant amount of time in tracking policy.

PolicyTech, while initially billed as a cheap alternative to much more expensive policy management systems, has no built-in support for Recognition/Accreditation.

Lexipol is specifically designed to support Recognition/Accreditation. Their built-in reporting automatically generates the majority of “proofs” need. This specific process has taken weeks (if not longer) in the past and eaten up most of an employee's time during the process. Lexipol has these policy proofs at the touch of a button.

Lexipol is also in the process of becoming an official partner with the Texas Police Chiefs Association. A number of Recognition/Accreditation agencies already successfully use Lexipol to manage their policy manual (as an example, Pearland Police Department’s policy manual).

- 5) Poor reporting capabilities in PolicyTech



Currently, the reporting capabilities of PolicyTech are behind industry standards. There are some “canned” reports but no ability to make ad hoc reporting or to save repetitive reports without going in and recreating all of the variables, manually, each time.

Lexipol presents a much more robust system of reporting. Tied to our on-line training platform, Police1Academy, which we already know how to navigate, the Lexipol reporting is much more tailored to our needs.

6) Insecurity by unintended design

Currently, because of some weird networking issues (related to #2 above), I cannot create users in PolicyTech with generic password that they can change. The passwords must match their actual password in Active Directory for the system to work for them. The only way for that to happen is the user must give me their actual password that I then type in to PolicyTech. This is highly insecure and violates general IT security rules. Again, this issue has been presented to Navex and their response has been to deflect any responsibility and suggest that it is entirely our problem.

Lexipol allows users to freely change and request changes to their passwords and other security features. Notification emails can be built with a modern outlook and do not rely on our IT resources at all.

	Lexipol	PolicyTech
Basic Policy Management	Yes	Yes
On-line availability	Yes	**Currently unfeasible due to IT issues
Integration with Texas Police Chief's Accreditation	Yes +	No
Document Management workflow	Good	Poor
Certified legal policy review	Yes	No
Policy Update based on judicial and legislative requirements	Yes	No
Recurring cost/year	~\$14k	~\$7k

by Lt. Jake Schauer with input from Lt. Shawn Sewell and Sgt Keith Kingham.

EXCEPTIONAL TEAM, EXCEPTIONAL SERVICE



MASTER SERVICE AGREEMENT

Agency's Name: Alvin Police Department
Agency's Address: 1500 S Gordon St
Alvin, Texas 77511

Agency's Sourcewell Member ID: 230068

Attention: Lieutenant Shawn Sewell

Sales Rep: Jean Farmer
Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Effective Date:

(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions of Service

This Agreement is entered into subject to the terms and conditions contained in **Sourcewell Contract Number 011822-LXP (the Sourcewell Contract)**. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions set forth in the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall control.

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Alvin Police Department

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Lexipol, LLC

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Lexipol LE Policy Manual-pro-rated 2023/24

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service (Start: 12/1/2023 End: 9/30/2024)	USD 13,787.50	10%	USD 1,378.75	USD 12,408.75
1	Law Enforcement Accreditation Workbench Basic (Start: 12/1/2023 End: 9/30/2024)	USD 0.00		USD 0.00	USD 0.00
	Subscription Line Items Total			USD 1,378.75	USD 12,408.75
				USD 1,378.75	USD 12,408.75
Lexipol LE Policy Manual-pro-rated 2023/24 Sourcewell Discount:					USD 1,378.75
Lexipol LE Policy Manual-pro-rated 2023/24 TOTAL:					USD 12,408.75

Implementation Project

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
1	Law Enforcement Standard Policy Cross-Reference	USD 2,445.00	25%	USD 611.25	USD 1,833.75
1	Law Enforcement Agency-Specific Content Extraction	USD 2,195.00	25%	USD 548.75	USD 1,646.25
1	Law Enforcement Tier I Implementation	USD 4,627.00	25%	USD 1,156.75	USD 3,470.25
1	Law Enforcement Tier II Implementation	USD 4,205.00	25%	USD 1,051.25	USD 3,153.75
1	Law Enforcement Tier III Implementation	USD 3,513.00	25%	USD 878.25	USD 2,634.75
1	Law Enforcement Tier IV Implementation	USD 4,883.00	25%	USD 1,220.75	USD 3,662.25
1	Law Enforcement Tier V Implementation	USD 2,585.00	25%	USD 646.25	USD 1,938.75
	One-Time Line Items Total			USD 6,113.25	USD 18,339.75
				USD 6,113.25	USD 18,339.75
Implementation Project Sourcewell Discount:					USD 6,113.25
Implementation Project TOTAL:					USD 18,339.75

Lexipol LE Policy Manual-fiscal
year 2024/25

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service (12 Months)	USD 16,545.00	10%	USD 1,654.50	USD 14,890.50
1	Law Enforcement Accreditation Workbench Basic (12 Months)	USD 0.00	10%	USD 0.00	USD 0.00
	Subscription Line Items Total			USD 1,654.50	USD 14,890.50
				USD 1,654.50	USD 14,890.50
Lexipol LE Policy Manual-fiscal year 2024/25 Sourcewell Discount:					USD 1,654.50
Lexipol LE Policy Manual-fiscal year 2024/25 TOTAL:					USD 14,890.50

*Law Enforcement pricing is based on 49 Law Enforcement Sworn Officers. Cross Reference Professional Services pricing is based on 250 pages.

The foregoing pricing has been prorated for the benefit of Agency and Agency therefore agrees that they will waive the right to cancel this agreement until the end of the first renewal period.

Discount Notes

25% Implementation
10% Customer Loyalty

Notes

Sourcewell Discount 5% Member ID / 230068
Lexipol agrees to limit SAS subscription increases years 3-5 to 3%

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “party” and collectively as the “parties.”

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section 1. Other capitalized terms are defined within their respective sections, below.

1.1 “Agency” means the department, agency, office, organization, company, or other entity purchasing and/or otherwise subscribing to the Lexipol Services set forth in Exhibit A.

1.2 “Agency Data” means data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service.

1.3 “Agreement” means the combination of the cover sheet (signature page); Exhibit A (“Selected Services and Associated Fees”); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 “Effective Date” means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the “Effective Date.”

1.5 “Initial Term” means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 “Lexipol Content” means all content in any format including but not limited to: written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.7 “Services” means all products and services, including but not limited to all software subscriptions, professional services, and ancillary support services, as may be offered by Lexipol and/or its affiliates from time to time.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency’s authorized representative, with an Effective Date as indicated on the cover page. Unless expressly stated in the “Custom Agreement Terms” section of Exhibit A, this Agreement shall automatically renew in successive one-year periods (each, a “Renewal Term”) on the anniversary of the Effective Date unless a party provides written notice of non-renewal to the other party at least sixty (60) days prior to such renewal. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated at any time for convenience (including due to lack of appropriation of funds) upon sixty (60) days written notice.¹

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency’s access to Lexipol’s Services shall immediately cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

¹ Note: fees paid for Online Services are not eligible for refund, proration, or offset in the event of Agency’s termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services are eligible for refund, proration, or offset to the extent such Services have not been delivered or utilized by Agency.

4. **Fees; Invoicing.** Lexipol will invoice Agency at the commencement of the Initial Term and at the commencement of each Renewal Term. Agency agrees to remit payment within thirty (30) calendar days following receipt of Lexipol's invoice. Payments may be made electronically or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All fee amounts stated in Exhibit A are exclusive of taxes and similar fees now in force or enacted in the future. Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees). Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income.

5. **Terms of Service.** The following terms and conditions govern access to and use of Lexipol's Services:

5.1 **Online Services.** Lexipol's Online Services include all cloud-based services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Knowledge Management System ("KMS") for policy, Learning Management System ("LMS")², GrantFinder, and Cordico wellness applications (collectively, the "Online Services"). Lexipol's Online Services are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency receives a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms.

5.2 **Professional Services.** Lexipol's Professional Services include all Services that are not part of Lexipol's Online Services, and which require the professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals, technical support for online learning, accreditation consulting, grant writing and consulting³, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Lexipol shall provide all Professional Services in accordance with industry best practices.

5.3 **Intellectual Property; License.** Lexipol's Services and all Lexipol Content are the proprietary intellectual property of Lexipol and/or its licensors, and are protected where applicable by copyright, trademark, and patent laws. Nothing contained in this Agreement or these Terms shall be construed as conferring any right of ownership or use to Lexipol's Services or Lexipol Content. Notwithstanding the foregoing, Agency may, in limited circumstances (e.g. creation, modification, and updating of Agency's policy manuals) create Derivative Works based on Lexipol's Content and shall retain a personal, non-commercial, non-sublicensable and non-assignable license to use such Derivative Works, including beyond the expiration or termination of this Agreement. "Derivative Works" include all work product based on or which incorporates any Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update Lexipol Content used by Agency beyond the Term of this Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works.

5.4 **Account Security.** Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.5 **Agency Data.** Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through Lexipol or the Services is 100% secure. Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations.

6. **Confidentiality.** During the Term of this Agreement, each party may disclose information to the other party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any such Confidential Information to the receiving party's authorized representatives; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. A party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of

² LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

³ Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

Information Act (FOIA) request, Public Records Act (PRA) request, or equivalent, provided that the disclosing party promptly notifies, to the extent practicable, the other party in writing prior to such disclosure so that the other party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents. The parties may also disclose the fact that they are working together, including for promotional purposes, and include each other's name and logo(s) for such purposes.

7. Warranty. LEXIPOL WARRANTS THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, THAT THEY SHALL BE FIT FOR THE PURPOSES SET FORTH HEREIN, AND THAT SUCH SERVICES SHALL NOT INFRINGE THE RIGHTS OR INTELLECTUAL PROPERTY OF THIRD PARTIES. NOTWITHSTANDING THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8. Indemnification. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's gross negligence or willful misconduct in providing Services pursuant to this Agreement. Agency shall likewise indemnify, defend, and hold Lexipol harmless from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising out of acts or omissions by Agency, Agency's personnel, or any party acting on Agency's behalf.

9. Limitation of Liability. Each party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Services, or the use of any Lexipol Content shall not exceed the larger of: the aggregate amount of fees paid to Lexipol by Agency during the twelve-month period immediately prior to the assertion of such claim, demand, or action; or \$10,000.00. In no event shall either party be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if such party has been advised of the possibility of such damages.

10. General Terms.

10.1 Entire Agreement. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 Compliance; Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 Waiver. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.