

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, February 1, 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, **FEBRUARY 1, 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. PUBLIC COMMENT

4. CONSENT AGENDA

- A. Consider approval of the January 18, 2024, City Council Workshop minutes.
- B. Consider approval of the January 18, 2024, City Council meeting minutes.
- C. Consider Resolution 24-R-03, calling and establishing the procedures for the May 4, 2024, General Election in Alvin, Texas, and providing for related matters thereto.
- D. Consider Ordinance 24-F, ordering a special election to be held on the adoption of amendments to the Charter of the City of Alvin; designating May 4, 2024 as the date of the election; designating the hours, election precincts and polling places; authorizing a joint election; providing for an election contract; providing for the election to be conducted by Brazoria County; providing for notice and holding of the election; providing for early voting; designating the official newspaper of the City; and providing for other matters related thereto.
- E. Consider a contract for Election Services with Joyce Hudman, County Clerk, Brazoria County, Texas, for the May 4, 2024, General and Special Election; and authorize the Mayor to sign upon legal review.
- F. Consider Resolution 24-R-05, adopting the Alvin Recreation Center Rules and Regulations; and setting forth other matters related thereto.
- G. Consider Ordinance 24-G, amending Chapter 28, Comprehensive Fee Ordinance, of the

Code of Ordinances of the City of Alvin, Texas, for the purpose of adding fees for memberships, room rentals, and party packages for the Alvin Recreation Center located at 3201 State Highway 35, Alvin, Texas; providing for publication; providing for an effective date; and setting forth other provisions related thereto.

- H. Consider Resolution 24-R-04, amending the Alvin Museum Agreement related to the Alvin Museum Society's utilization of the former Alvin Post Office building; and authorize the Mayor to sign the Agreement upon legal review.
- I. Acknowledge receipt of the FY 24-Q1 Quarterly Investment Report ending December 31, 2023.
- J. Consider a final plat of Laurel Landing (located along the east side of North Gordon 0.25 miles south of the Victory Ln.) being a planned unit development of 30.52 acres of land situated in Section 22, Hooper & Wade survey, Abstract No. 491, City of Alvin, Brazoria County, Texas.
- K. Consider a master preliminary plat of Preservation Creek Phase I (located along the south side of FM 1462, 1.0 mile east of the SH-288 intersection), being a Planned Unit Development of 65.30 acres out of the C.M. Hayes survey, Section 8, Abstract No. 534, City of Alvin, Brazoria County, Texas.
- L. Consider a master preliminary plat of Preservation Creek MUD Lift Station No. 1 (located along the south side of FM1462, 1.0 mile east of the SH-288 intersection), being a Planned Unit Development of 0.19 acres of land, out of the W.D.C. Hall survey, Abstract No. 69, City of Alvin, Brazoria County, Texas.
- M. Consider an amendment to the Agreement with American Janitorial Services, LTD to provide janitorial services at the Alvin Recreation Center located at 3201 Highway 35 for an amount not to exceed \$38,456; and authorize the City Manager to sign the Agreement upon legal review.
- N. Consider an amendment to the Agreement with The Brandt Companies, LLC to include HVAC equipment at the Recreation Center located at 3201 Highway 35 as part of the HVAC preventative maintenance and repair scope of services for an additional annual amount not to exceed \$15,489.00; and authorize the City Manager to sign the Agreement upon legal review.
- O. Consider an amendment to the Agreement with LTS Lawncare to include manicured mowing services at the Recreation Center located at 3201 Highway 35 as part of the manicured mowing services agreement for an additional annual amount not to exceed \$31,500.00; and authorize the City Manager to sign the Agreement upon legal review.

5. OTHER BUSINESS

- A. Discuss and consider Resolution 24-R-06, appointing Mohamad "Mo" Ghuneim as the Presiding Municipal Judge for the City of Alvin Municipal Court for a two (2) year term ending March 5, 2026; and authorize the Mayor to sign the Employment Agreement.
- B. Consider Resolution 24-R-07, appointing Mike Merkel to serve as an Associate Municipal Judge for the City of Alvin Municipal Court for a two (2) year term ending March 5, 2026; and authorize the Mayor to sign the Employment Agreement.
- C. Consider authorizing an expenditure for the rehabilitation of the Verhalen and North Bypass 35 Elevated Water Towers to Maguire Iron Inc. through the Interlocal Purchasing System (TIPS) in the amount not to exceed \$766,670.00; and authorize the City

Manager to sign related documents upon legal review.

- D. Consider an Agreement with E-Contractors through the Choice Partners Cooperative Purchasing Network in an amount not to exceed \$415,000, for improvements to the Alvin Recreation Center; and authorize the City Manager to sign the Agreement upon legal review.
- E. Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

6. REPORTS FROM THE CITY MANAGER

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

7. 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.

8. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, on **MONDAY January 29, 2024, at 5:45 p.m.**



/s/ Dixie Roberts

Dixie Roberts, City Secretary

Removal Date: _____

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

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP MEETING
THURSDAY, JANUARY 18, 2024
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, 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 Nesrsta, Parks and Recreation Superintendent and Robert E. Lee, Police Chief.

WORKSHOP BUSINESS

Discuss Recreation Center Rules/Regulation/Fees.

Dan Kelinske, Director of Parks and Recreation presented this item before City Council with explanation. Michelle Nesrsta, Parks and Recreation Superintendent, was also in attendance. Both Mr. Kelinske and Ms. Nesrsta summarized the rules, regulations, memberships, and fees for the new Recreation Center (old YMCA). Staff stated that the rules, regulations, and fees were modeled from surrounding cities with recreation centers. City Council discussed adding a provision for a Companion Pass for \$5 for guests attending with members and removing redundant language found throughout the rules and regulations relating to the prohibited use of alcohol and cigarettes throughout the premises. Council felt that the facility should be open on Sunday. Staff also presented information regarding providing free individual membership to city employees, which will be placed in the personnel policy when updated. The council asked that volunteer firefighters also be included in this provision. A resolution and ordinance will be brought to City Council for consideration of these rules, regulations, and fees at the February 5, 2024, regular meeting.

ADJOURNMENT

Mayor Adame adjourned the meeting at 6:35 p.m.

PASSED and APPROVED the 1st of February 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, JANUARY 18, 2024
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; Brandon Moody, Director of Public Services and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Chad Bertrand with South Park Baptist Church gave the invocation. Council member Castro led the Pledge of Allegiance to the American Flag. Council member DeKeyzer led the Pledge to the Texas Flag.

PRESENTATION

Engineering Department - Annual Departmental Presentation.

Michelle Segovia, City Engineer, gave the annual presentation of the Engineering Department

PUBLIC COMMENT

Alex Kamkar presented comments to introduce himself, as he is running for State Representative. Also regarding the Republican Party primary event on Saturday, February 17, 2024, from 1:00 to 2:30 p.m.

CONSENT AGENDA

Consider approval of the January 4, 2024, City Council Workshop minutes.

Consider approval of the January 4, 2024, City Council meeting minutes.

Consider a 60-month contract renewal with FLOCK Group Inc. for twenty-six (26) FLOCK ALPR cameras for an amount not to exceed \$325,000.00 (\$65,000.00 yearly); and authorize the City Manager to sign upon legal review.

On November 17, 2022, Council approved the purchase and installation of 26 FLOCK ALPR (automated license plate reading) cameras. The original approval included a 24-month contract and included a yearly fee of \$65,000.00 for the hardware/software maintenance of the cameras, unlimited user licenses, State and National database usage, etc. This contract is set to expire in November 2024. Currently, we have the opportunity to renew this contract early and to lock in the current yearly price for the next 60 months. If we wait until the current contract expires to renew, the cost per camera increases from \$2,500 per year to \$3,000 per year. This would be \$78,000.00 per year, an almost 17% increase. Technically, this opportunity to renew early ended at the close of 2023. However, we have been able to work with FLOCK and received an extension to the early renewal and price lock. As with the original contract, we may add cameras at any point during the life of the contract. Staff recommends approving a 60-month contract renewal with FLOCK Group Inc. for an amount not to exceed \$325,000.00 (\$65,000.00 per year) and authorize the City Manager to sign upon legal review.

Consider approval of Ordinance 24-D, amending the City of Alvin 2022-2023 fiscal year-end budget by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in the attached Exhibit A.

Each fiscal year-end, the City amends the budget to appropriate expenditures and revenues which occur during the year. Reason being, under certain circumstances, the City has more definite revenue and cost information at year-end. For accounting purposes, the proposed budget adjustments are a way to put the final FY 2022-2023 budget in line with actual (approved and/or authorized) expenditures and revenues. These adjustments include increases and decreases in budgeted revenue and appropriations in comparison to actual expenditures and revenues. Per the City's auditor's recommendation, we should do a batch or closing budget amendment at fiscal year-end to capture expenditures and/or revenues from the year that require a budget amendment.

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

OTHER BUSINESS

Consider a License Agreement for the Exclusive Use of City Property between the City of Alvin and the Alvin Sunrise Rotary Foundation for the Music Festival and Bar-B-Q Cook-Off at Briscoe Park from Monday, March 18, 2024, to Sunday, March 24, 2024, with the actual event scheduled for Friday, March 22 through Saturday, March 23, 2024; and authorize the City Manager to sign the Agreement upon legal review.

This License Agreement for Exclusive Use of City Property is used as an annual instrument to acknowledge dates of exclusive use of Briscoe Park and capture other City-owned resources such as equipment and personnel requested by the Alvin Sunrise Rotary Club for the purpose of holding the fundraising event "Music Fest and Bar-B-Q Cook-Off." This year, exclusive park use is requested by Alvin Sunrise Rotary Club from Monday, March 18, 2024, to Sunday, March 24, 2024, with the actual event scheduled for Friday, March 22 through Saturday, March 23, 2024, in Briscoe Park to include food, alcoholic beverages, music, and other entertainment.

Pursuant to the Licensing Agreement, Alvin Sunrise Rotary Club agrees to:

- *Adhere to governmental regulations concerning the sale of food and alcohol and obtain appropriate permits*
- *Adhere to the City's Noise ordinance and obtain an appropriate sound/noise permit*
- *Fence the park area used exclusively for the event*
- *Ensure the deployment of police for security and pay the cost of City of Alvin police officers to perform security and/or traffic control*
- *Maintain the property in clean condition*
- *Abide by all terms of the Event Application, including insurance requirements*
- *Maintain Comprehensive General Liability Insurance naming the City of Alvin as an additional insured*
- *Construction of a concrete slab with drain*

Pursuant to the Licensing Agreement, the City agrees to:

- *Contribute \$20,000 of Hotel Occupancy Tax funds from the HOT fund grant program*
- *Authorize Alvin Sunrise Rotary to sell alcoholic beverages on City property*
- *Waive tent fees for individual participating cooks/cook teams*
- *Waive Park user fees as outlined in the Event Application*
- *Reimbursement to Alvin Sunrise Rotary not to exceed \$1,500 for rental of a portable restroom trailer*
- *Provide up to 15 hours of Alvin Fire Marshal or Assistant Fire Marshal's time for inspection of cooks and other Fire Safety and Prevention services required by the City*
- *Provide barricades and cones for street closure*
- *Provide EMS personnel and ambulance*
- *Provide Mobile Command Truck*
- *Provide up to 20 picnic tables and 30 trash barrels with liners*
- *Provide electricity and water where not already furnished*

Staff recommends approval of this Agreement.

Dan Kelinske, Director of Parks and Recreation Department, presented this item before City Council with explanation. The only difference from last year's agreement was the inclusion of a \$1500.00 reimbursement for use of portable restrooms.

Council member Castro moved to approve a License Agreement for the Exclusive Use of City Property between the City of Alvin and the Alvin Sunrise Rotary Foundation for the Music Festival and Bar-B-Q Cook-Off at Briscoe Park from Monday, March 18, 2024, to Sunday, March 24, 2024, with the actual event

scheduled for Friday, March 22 through Saturday, March 23, 2024; and authorize the City Manager to sign the Agreement upon legal review. Seconded by Council member Vaughn; motion carried with all members present voting Aye.

Discuss and consider Ordinance 24-E, amending the City of Alvin, Texas, Ordinance 23-V, passed and approved on September 7, 2023, an ordinance approving and adopting the City of Alvin's budget for Fiscal Year 2023-2024, by approving a budget amendment to the original 2023-2024 budget; providing for a transfer of funds for the purpose of amending the budget and the organizational chart of the Economic Development Department by funding an Economic Development Director and unfunding the Economic Development Coordinator position as set forth in "Exhibit A;" providing for severability; and providing for other matters related thereto.

Article V, Section 4 of the current City of Alvin Charter requires that all changes to the organizational charts recommended by the City Manager shall be submitted to Council for approval prior to implementation. With the resignation of the Economic Development Coordinator -- effective February 1, 2024 -- I am recommending that the Economic Development Coordinator be unfunded and an Economic Development Director be funded. The Economic Development Director will administer the economic development program, providing leadership in the areas of business development, business growth, and business retention. This director-level position will work to proactively address the evolving economic landscape, positioning Alvin as an attractive destination for businesses and residents alike.

Funding for the Economic Development Director position will be sourced from the FY 2023-24 budget allocations originally designated for the Coordinator role. Additional funding may be necessary to fully support the Economic Development Director position, depending on the hire date of the Economic Development Director. The pay range for this position will be equivalent to the pay range classification of other directors of the City. As with all Director-level positions, City Council will have the opportunity to consent to the City Manager's recommendation for this position. Staff recommends adoption of Ordinance 24-E.

Junru Roland, City Manager, presented this item before City Council with explanation.

Council member Starkey and Mayor Adame thanked Josh Dearing, current Economic Development Coordinator, for his service to the City of Alvin.

Council member Moore moved to approve Ordinance 24-E, amending the City of Alvin, Texas, Ordinance 23-V, passed and approved on September 7, 2023, an ordinance approving and adopting the City of Alvin's budget for Fiscal Year 2023-2024, by approving a budget amendment to the original 2023-2024 budget; providing for a transfer of funds for the purpose of amending the budget and the organizational chart of the Economic Development Department by funding an Economic Development Director and unfunding the Economic Development Coordinator position as set forth in "Exhibit A;" providing for severability; and providing for other matters related thereto. Seconded by Council member Starkey; motion carried with all members present voting Aye.

Acknowledge receipt of the 2023 Charter Review Commission Report and discuss potential propositions for consideration in a Special Charter Election in May 2024.

During the Council workshop on January 4, 2024, the Charter Review Commission presented and discussed the recommended changes to the Charter and obtained Council's input regarding several of the recommended changes. Those changes have been incorporated into the Report and will be worded into propositions for the Special Charter Election in May 2024.

Suzanne Hanneman, City Attorney, presented this item before City Council with explanation. Ms. Hanneman summarized the changes recommended by Council concerning term limits, Regular Council meeting attendance and clarification of the definition of a majority. She further reviewed the residency requirements for City Manager and Municipal Judges. Ms. Hanneman also explained how the recommendation concerning the Parks Board will remain established by Charter and the governance of the board will be by Ordinance and no longer by Charter Amendment.

Council member Starkey moved to acknowledge receipt of the 2023 Charter Review Commission Report. Seconded by Council member Castro; motion carried with all members present voting Aye.

Consider increasing the current hiring incentive for hiring certified police officers to \$15,000.00, exclusive of the \$3,000.00 moving reimbursement, and increasing the required employment period as set forth in the Certified Officer Hiring Incentive Agreement.

In an effort to stay competitive in a very tight job market, Alvin Police Department is requesting that the current hiring incentive of \$6,000.00, exclusive of the \$3,000.00 moving reimbursement, be increased. Currently, nearby cities which we compete with for the same applicant pool, have exceeded, or are in the process of exceeding our incentive. Pearland and Friendswood have an incentive of \$15,000.00, with Friendswood having an additional 1-1 pay match for certified officers. Webster is currently at \$10,000.00 and League City is planning on raising their current \$5,000.00 incentive to \$10,000.00 - \$12,000.00, dependent on what they can get approved. As the council is aware, officers' pay has been increased in FY24, which assisted in attracting certified officers. However, with a hiring incentive more than double what we offer and higher overall (topout) pay, these agencies continue to attract more applicants. By increasing the incentive to \$15,000.00 and retaining the \$3,000.00 moving reimbursement, for those moving 50 miles or more, we will stay competitive and as such, hopefully, attract more applicants. We are also the only agency in our area that currently offers a moving reimbursement.

If the hiring incentive is increased, the Certified Officer Hiring Agreement which authorizes and sets conditions for the incentive, and which must be signed in order to receive the incentive, will be expanded to require the employee receiving the incentive to remain employed for 60-months after completion of the probationary period. If the employee leaves voluntarily during this period, they are required to pay the incentive they have received back to the city based on a prorated amount. As a point of interest, hiring certified officers saves the City a considerable amount of time and expense. A non-certified hire that we send to the 6-month academy will cost \$34,575.54 with benefits. This cost does not include the cost of the academy (tuition, books, clothing), which averages \$5,000.00 to \$6,000.00, depending on in or out of district cost. All this is a cost that is incurred before they become a sworn officer. Staff recommends approval of the increased hiring incentive and increased employment period as part of the Certified Officer Hiring Incentive Agreement.

Police Chief Robert Lee, presented this item before City Council with explanation.

Council member Castro moved to approve increasing the hiring incentive for hiring certified officers to \$15,000.00, exclusive of the \$3,000.00 moving reimbursement, and to increasing the required employment period as set forth in the Certified Officer Hiring Incentive Agreement. Seconded by Council member Moore; motion carried with all members present voting Aye.

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

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

REPORTS FROM THE CITY MANAGER

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

Mr. Junru Roland announced items of community interest; and he reviewed the preliminary list for the February 1, 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 reminded everyone of the free Writing Seminar on January 23-25 at the Senior Center and the Lego exhibit coming up in March at the Alvin Museum.

Mayor Adame announced the Lions Club Casino Night event at Alvin Community College on February 16th, and the Men Who Cook event will be on March 2nd.

EXECUTIVE SESSION

Mayor Adame called for executive session at 7:38 p.m. in accordance with the following:

Section 551.87 (1) of the Local Government Code provides as follows: Deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the

governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations.

RECONVENE TO OPEN SESSION

Mayor Adame reconvened the meeting to open session at 8:45 p.m.

ADJOURNMENT

Mayor Adame adjourned the meeting at 8:45 p.m.

PASSED and APPROVED the 1st of February 2024.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 2/1/2024

Department: City Secretary

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

Agenda Item: Consider Resolution 24-R-03, calling and establishing the procedures for the May 4, 2024, General Election in Alvin, Texas, and providing for related matters thereto.

Type of Item: Resolution

Summary: This Resolution is calling the City of Alvin General Election for Saturday, May 4, 2024, to elect members to City Council District B, District C, and At Large Position 1.

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

The first day to file for a place on the May 2024 General Election ballot was Wednesday, January 17, 2024, and continues through Friday, February 16, 2024.

Early Voting will begin on Monday, April 22, 2024, and will go through Tuesday, April 30, 2024, and will be held at the Alvin Library. Voters can cast their ballot at any Early Voting location throughout Brazoria County.

Early Voting Locations (subject to change)

- Angleton (Main): East Annex, 1524 E. Mulberry
- Alvin: Alvin Library, 105 S. Gordon
- Brazoria: Brazoria Library, 620 S. Brooks
- Freeport: Freeport Library, 410 Brazosport Blvd.
- Lake Jackson: Doris Williams Civic Center, 333 E. Hwy 332
- Manvel: Manvel Annex, 7313 Corporate Dr.
- Pearland East: Tom Reid Library, 3522 Liberty Dr.
- Pearland West: West Pearland Community Center, 2150 Countryplace Pkwy.
- Shadow Creek: West Pearland Library, 11801 Shadow Creek Pkwy.
- Sweeny: Sweeny Community Center, 205 W. Ashley Wilson Rd.
- West Columbia: Precinct 4 Building #2, 121 N. 10th Street

Early voting dates and hours:

- April 22-27; 8am-5pm
 - April 29-30; 8am-5pm
-

Election Day voting will be held at the Alvin Library. Voters can also cast their ballot at any Voting Center in Brazoria County. An election contract with Brazoria County for the May 4th General Election will be also be considered at this meeting.

Staff recommends approval of Resolution 24-R-03.

Funding Expected:	Revenue ☐ Expenditure ☒ N/A ☐	Budgeted Item:	Yes ☒ No ☐ N/A ☐
Funding Account:	☐	Amount:	☐
Legal Review Required:	N/A ☐ Required ☒	1295 Form Required?	Yes ☐ No ☐
Finance Review Required:	N/A ☒ Required ☐	Date Completed:	<u>1/24/2024 SLH</u>
		Date Completed:	☐

Supporting documents attached:

1. Res 24-R-03; Calling General Election for May 4, 2024
 2. Attachment A; EV Vote Centers 050424
 3. Attachment B; Election Day Vote Centers 050424
-

Recommendation: Move to approve Resolution 24-R-03, calling and establishing the procedures for the May 4, 2024, General Election in Alvin, Texas, and providing for related matters thereto.

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

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

RESOLUTION 24-R-03

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ESTABLISHING THE PROCEDURE FOR THE MAY 4, 2024, GENERAL ELECTION IN ALVIN, TEXAS; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, on May 4, 2024, there shall be elected the following officials for this City: a member to City Council District B, City Council District C, and At Large Position 1; for a term of three (3) years; and

WHEREAS, the *Texas Election Code* is applicable to the election and this Resolution establishes procedures consistent with the Code, and designates the voting places and times for the election; and

WHEREAS, the City of Alvin, Texas (hereinafter the “City”), has made provision to contract with Brazoria County to conduct the City’s election, pursuant to Chapter 31 of the *Texas Election Code*, and Chapter 791 of the *Texas Government Code* (the Joint Election Agreement and Contract for Election Services, hereafter called the “Election Agreement”), and such election agreement provides for political subdivisions subject to the election agreement that hold elections on the same day in all or part of the same territory to hold a joint election as authorized by Chapter 271 of the *Texas Election Code*;

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

Section 1. General Election Ordered. The General Election of the City shall be held on Saturday, May 4, 2024, to elect members to City Council District B, City Council District C, and At Large Position 1; for a term of three (3) years.

Section 2. Filing Period. Candidates at the election for the above offices shall file their application to become candidates with the City Secretary of the City at City Hall, 216 W. Sealy, Alvin, Texas 77511, beginning January 17, 2024, and continuing through February 16, 2024. Candidates shall file their applications with the City Secretary on any weekday that is not a City holiday, between 7:00 a.m. and 6:00 p.m., Monday through Thursday. On Friday, February 16, 2024, the office hours will be from 8:00 a.m. to 5:00 p.m. All applications for candidacy shall be on a form as prescribed by the *Texas Election Code*.

Section 3. Drawing. The order in which the names of the candidates for each office are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary as provided by the *Texas Election Code*. Such drawing will be held in the Office of the City Secretary at City Hall on Tuesday, February 20, 2024, at 5:31 p.m., for the general election.

Section 4. Notice of Election. Notice of the election shall be given and the election shall be held in compliance with the provisions of the *Texas Election Code*, the *Federal Voting Rights Act of 1965, as amended*, and the *City Charter* in all respects. Notice of the election shall be made by publishing the Notice of Election, in both English and Spanish, at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in a newspaper of general circulation published within the City; and by posting of the notice on the bulletin board used for posting notices of meetings of City Council at City Hall as required by state law.

Section 5. Ballots. The ballots for the election shall comply with the *Texas Election Code* and be in the form provided by the City to the Brazoria County Election Officer for use on the voting devices and ballots used by Brazoria County.

Section 6. Election Procedures. The Brazoria County Election Officer and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by the Election Agreement and the law governing the holding of general elections by home rule cities of the State of Texas; and the official ballots, together with such other election materials as are required by the *Texas Election Code*, shall be prepared in both the English and Spanish languages and shall contain such provisions, markings and language as is required by law.

Section 7. Early Voting. Early voting, both by personal appearance and by mail, will be conducted by the Brazoria County Election Officer, who is designated and appointed as the Early Voting Clerk, in accordance with the *Texas Election Code*. Early voting by personal appearance shall be conducted at places and locations authorized by state law and the Brazoria County Election Officer as described in “Attachment A.” Early voting shall commence on Monday, April 22, 2024, through Tuesday, April 27, 2024, and then April 29, 2024, through April 30, 2024; and early voting polls shall remain open for the time specified by the *Texas Election Code*. Early voting shall also be held at any time and location authorized by the Brazoria County Election Officer. Early voting by City residents may be conducted at any Brazoria County early voting location and any location exclusively designated by the Brazoria County Election Officer.

Section 8. Election Precincts and Polling Places. The election precincts for the election shall be the election precincts established by Brazoria County, provided that each shall contain and include geographic area that is within the City. The polling place for each such election precinct shall be the polling place established by Brazoria County for such election precincts in Brazoria County and voting by residents of the City. Voting by City residents may be conducted at any Brazoria County voting location and any location exclusively designated by the Brazoria County Election Officer for City residents. The polls, found in “Attachment B,” shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The returns for precincts in Brazoria County will be provided by precinct and the Brazoria County Election Officer shall tabulate and provide the election returns for the election.

Section 9. Joint Election. The City agrees to conduct a joint election with other political subdivisions within Brazoria County, provided that such political subdivision holds an election on May 4, 2024, in all or part of the same territory as the City (the “Political Subdivisions”). The joint election shall be conducted in accordance with state law, this Resolution, and the 2024 Joint Election Agreement and Contract for Election Services with Brazoria County to be approved by the City Council.

Section 10. Duties of City Secretary and Election Officer. The City Secretary, or designee, is instructed to aide the Brazoria County Election Officer in the acquisition and furnishing of all election supplies and materials necessary to conduct the election as provided by the Election Agreement. The City Secretary is further authorized to give or cause to be given notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the *Texas Election Code*; provided that, pursuant to the Election Agreement between Brazoria County and the City, the Brazoria County Election Officer shall have the duty and be responsible for organizing and conducting the election in compliance with the *Texas Election Code*; and for providing all services specified to be provided in the Election Agreement. The Brazoria County Election Officer

shall give the notices required by the *Texas Election Code* to be given for the election not required to be given by the City under the Election Agreement.

Section 11. Election Judges. The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Brazoria County and its appointees in compliance with the requirements of state law, and such judges and clerks so selected by Brazoria County and its appointees are hereby designated and appointed by the City Council as the election officers, judges, and clerks, respectively, for the holding of said general election. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law. The City Council confirms and appoints the election judges and alternate election judges that are appointed by Brazoria County for the election.

Section 12. Official Newspaper. It is hereby found and determined that *The Alvin Sun* is a newspaper published within the City of Alvin, Texas; is a newspaper of general circulation within the City; and is the official newspaper of the City of Alvin. Brazoria County and/or the City Secretary is hereby authorized and directed to cause notice to be given as directed above in Section 4. Further orders are reserved until the returns of the election are made by the duly authorized election officials and received by this body.

Section 13. General. The election shall be held and conducted by the Brazoria County Election Officer in compliance with the *Texas Election Code* and the Election Agreement.

Section 14. Effective Date. This Resolution shall be in force and effect from and after its passage on the date shown below.

Section 15. Open Meetings Act. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED on this the 1st day of February 2024.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

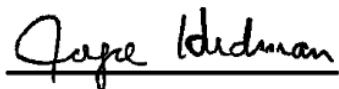
NOTICE OF EARLY VOTING AT BRANCH POLLING PLACES

Early voting by personal appearance will be conducted at the following locations:

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Shadow CreekWest Pearland Library, 11801 Shadow Creek Pkwy
Sweeny.....Sweeny Community Center, 205 W Ashley Wilson Rd
West Columbia.....Precinct 4 Building #2, 121 N 10th St

DATES AND HOURS:

April 22-27.....8 AM – 5 PM
April 29-30.....8 AM – 5 PM



Early Voting Clerk

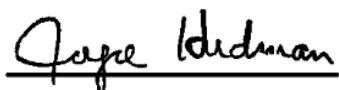
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FECHAS Y HORAS

22-27 de abril.....8 AM – 5 PM
29-30 de abril.....8 AM – 5 PM



Secretaria de la Votación Adelantada

	NOTE: Subject to change due to cancellation	
Home Pct #	Polling Place	Zip Code
1	East Annex (Old Walmart), 1524 E Mulberry, Angleton	77515
2	Precinct 4 Building #2, 121 N 10th St, West Columbia	77486
4	Brazoria Library, 620 S Brooks, Brazoria	77422
8	Oyster Creek City Hall, 3210 FM 523, Oyster Creek	77541
9	Bonney Annex Building, 19025 FM 521, Bonney	77583
11	Alvin ISD Heritage Complex, Liberty Alumni Hall, 10855 Iowa Colony Blvd, Iowa Colony	77583
12	Drainage District No. 4 Building, 4813 W Broadway, Pearland	77581
14	Sweeny Community Center, 205 W Ashley Wilson Rd, Sweeny	77480
15	Danbury Community Center, 6115 5th St, Danbury	77534
17	Freeport Library, 410 Brazosport Blvd, Freeport	77541
19	Clute Event Center, 100 Parkview Dr, Clute	77531
20	Jones Creek Comm House, 7207 Stephen F Austin Rd, Jones Creek	77541
23	Doris Williams Civic Center, 333 Hwy 332 East, Lake Jackson	77566
26	Brookside Village Community Center, 6243 Brookside Rd, Brookside Village	77581
29	West Pearland Community Center, 2150 Countryplace Pkwy, Pearland	77584
37	Pearland Recreation Center, 4141 Bailey Rd, Pearland	77584
38	Surfside Beach City Hall, 1304 Monument Dr, Surfside Beach	77541
39	Alvin Library, 105 S Gordon, Alvin	77511
44	Silverlake Recreation Center, 2715 Southwyck Pkwy, Pearland	77584
46	Tom Reid Library, 3522 Liberty Dr, Pearland	77581
50	West Pearland Library, 11801 Shadow Creek Pkwy, Pearland	77584
65	Manvel Annex, 7313 Corporate Dr, Manvel	77578
75	Richwood City Hall, 1800 N Brazosport Blvd, Richwood	77531
Open only if city has an election:		
6	Liverpool City Hall, 8901 County Road 171, Liverpool	77577
25	Hillcrest Village Municipal Building, 200 W Timberlane, Alvin	77511



AGENDA COMMENTARY

Meeting Date: 2/1/2024

Department: City Secretary

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

Agenda Item: Consider Ordinance 24-F, ordering a special election to be held on the adoption of amendments to the Charter of the City of Alvin; designating May 4, 2024 as the date of the election; designating the hours, election precincts and polling places; authorizing a joint election; providing for an election contract; providing for the election to be conducted by Brazoria County; providing for notice and holding of the election; providing for early voting; designating the official newspaper of the City; and providing for other matters related thereto.

Type of Item: Resolution

Summary: The City Charter requires special elections to be called by ordinance. This Ordinance calls for a special election for the purpose of submitting amendments to the City's Charter to the public for a vote. These amendments are the recommendations of the Charter Review Commission and additional amendments initiated by City Council. This Ordinance calls for 36 propositions for voter consideration. Upon approval of this Ordinance by Council, these amendments will be submitted to the public for vote at a Special Election on May 4, 2024.

In 2009, four propositions were submitted to the voters and all four were approved.

In 2013, ten propositions were submitted to the voters and eight were approved.

In 2017, fifty-seven (57) propositions were submitted to the voters and 39 were approved.

In 2021, thirty-nine (39) propositions were submitted to the voters and all 39 were approved.

This year, there are thirty-six (36) propositions that will be submitted to the voters pending the adoption of Ordinance 24-F.

The propositions will be placed on the city's website after the special election has been called through the adoption of this Ordinance. The Charter Review's report that includes the rationale behind each change is currently listed on the website for public review.

Staff recommends approval of Ordinance 24-F.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐

Budgeted Item: Yes ☒ No ☐ N/A ☐

Funding Account: Elections **Amount:**

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 1/24/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed:

Supporting documents attached:

1. Ord 24-F; Calling Special Election Charter Amendments 050424
-

2. Attachment A; EV Vote Centers 050424
 3. Attachment B; Election Day Vote Centers 050424
-

Recommendation: Move to approve Ordinance 24-F, ordering a special election to be held on the adoption of amendments to the Charter of the City of Alvin; designating May 4, 2024 as the date of the election; designating the hours, election precincts and polling places; authorizing a joint election; providing for an election contract; providing for the election to be conducted by Brazoria County; providing for notice and holding of the election; providing for early voting; designating the official newspaper of the City; and related matters.

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

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

ORDINANCE NO. 24-F

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, ORDERING AND ESTABLISHING THE PROCEDURES FOR A MAY 4, 2024, SPECIAL ELECTION FOR THE PURPOSE OF AMENDING THE HOME RULE CHARTER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Charter Review Commission has studied and reviewed the City Charter of the City of Alvin and made recommendations for the amendment of the City Charter; and

WHEREAS, the City Council desires to submit the charter amendments recommended by the Charter Review Commission and the City Council to the voters of the City of Alvin, Texas; and

WHEREAS, the City Council desires to contract with Brazoria County to hold and conduct the special election for the City, and such may be held as a joint election pursuant to Resolution 24-R-03 adopted by the City Council on February 1, 2024;

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

Section 1. It is hereby ordered that a special election be held in the City of Alvin on May 4, 2024, in conformance with all applicable laws and as provided in this Ordinance, for the purpose of submitting to the voters certain proposed amendments to the Charter of the City of Alvin.

Section 2. Special Election; Charter Amendments. A special election is ordered to be held on Saturday, May 4, 2024, between the hours of 7:00 a.m. and 7:00 p.m., for the purpose of submitting to the qualified voters of the city propositions on whether the Charter of the City of Alvin, Texas should be amended. The special election shall be held and conducted by Brazoria County, pursuant to a contract authorized by State law, and such election may be held as a joint election. Early voting, both by personal appearance and by mail, will be conducted by the Brazoria County Election Officer, who is designated and appointed as the Early Voting Clerk, in accordance with the Texas Election Code. Early voting by personal appearance shall be conducted at places and locations authorized by state law and the Brazoria County Election Officer as described in "Attachment A."

The proposed amendments shall take effect upon their adoption and the entering of an order by the City Council declaring the amendments adopted. The proposed amendments affect only the Articles and sections listed below which are submitted for amendment to read as follows:

Proposition A

Shall the Alvin Charter be amended to correct typographical/grammatical/spelling errors found within the document without changing intended meaning?

FOR _____ AGAINST _____

Proposition B

Shall the Alvin Charter be amended to include the wording “in accordance with state law” throughout the charter when applicable?

FOR _____ AGAINST _____

Proposition C

Shall the Alvin Charter be amended to replace “Director of Administrative Services,” with “Director of Finance” throughout the document to reflect current practice?

FOR _____ AGAINST _____

Proposition D

Shall Article I. – Incorporation, Form of Government, and General Powers, Section 1 – Incorporation, of the Alvin Charter be amended to add wording that clarifies that the corporate limits of the city are revised by ordinance?

FOR _____ AGAINST _____

Proposition E

Shall Article I. – Incorporation, Form of Government, and General Powers, Section 5 – Annexation and Disannexation, of the Alvin Charter, be amended to reflect that cities no longer have authority to annex property without first going through the steps as required by state law, therefore removing the word “unilaterally” and adding “in accordance with state law” within this section?

FOR _____ AGAINST _____

Proposition F

Shall Article II. – The Council, Section 1 – Governing Body, of the Alvin Charter, be amended to move paragraphs around within the section to enhance comprehension?

FOR _____ AGAINST _____

Proposition G

Article II. – The Council, Section 1 – Governing Body of the Alvin Charter, be amended by

removing the term “vacant office” and replacing it with the term “unexpired term” to describe a city council seat that has been relinquished to reflect current terminology?

FOR _____ AGAINST _____

Proposition H

Shall Article II. – The Council, Section 7 – Interference in Administrative Matters, of the Alvin Charter, be amended by adding wording to clarify that neither the Council nor any ‘individual members’ or ‘the Mayor’, shall direct or request the City Manager or any of his/her subordinates to appoint or to remove from office or employment any person except a person whose office is filled by the appointment of the Council under the provisions of the Charter?

FOR _____ AGAINST _____

Proposition I

Shall Article II. – The Council, Section 10 – Rules of Procedure, of the Alvin Charter, be amended to remove the phrase ‘presiding officer’ to clarify the requirements for a quorum of the Council?

FOR _____ AGAINST _____

Proposition J

Shall Article II. – The Council, Section 10 – Rules of Procedure, of the Alvin Charter, be amended so that the language used clearly defines that a quorum of four (4) Councilmembers is needed to conduct regular business?

FOR _____ AGAINST _____

Proposition K

Shall Article II. – The Council, Section 10– Rules of Procedure, of the Alvin Charter, be amended to include the term ‘regularly scheduled’ to provide clarity regarding meeting attendance requirements for council members to reflect current practice?

FOR _____ AGAINST _____

Proposition L

Shall Article III. – Elections, Section 2 –Filing for Office, of the Alvin Charter, be amended to reflect that candidate filings for office must be filed no later than 5:00 p.m. on the 78th day before election day to conform with the current requirements of state law?

FOR _____ AGAINST _____

Proposition M

Shall Article IV. – Initiative Referendum and Recall, Section 8 – Referendum-suspension of Ordinance, of the Alvin Charter, be amended to include providing council with the option to ‘adopt the proposed initiative,’ in addition to the current provisions of suspension until repealed or upheld by an election, to be consistent with other Charter sections regarding referendums?

FOR _____ AGAINST _____

Proposition N

Shall Article IV. – Initiative, Referendum and Recall, Section 11 – Power of Recall, of the Alvin Charter, be amended to require that petitions to recall the mayor or an at-large council position must be signed by qualified voters equal to at least 51%, instead of the current 20%, of the votes cast in the last general city election?

FOR _____ AGAINST _____

Proposition O

Shall Article IV. – Initiative, Referendum and Recall, Section 11 – Power of Recall, of the Alvin Charter, be amended to require that petitions to recall a councilmember from a single member council district must be signed by qualified voters residing within that district, equal to at least 51% of the votes cast in the last general city election, instead of the current 25%?

FOR _____ AGAINST _____

Proposition P

Shall Article IV. – Initiative, Referendum and Recall, Section 11 – Power of Recall, of the Alvin Charter, be amended to relocate the provision that only the voters residing in a district can vote in a recall election to recall a councilmember from a single member council district to another location within the Section for easier reading and understanding?

FOR _____ AGAINST _____

Proposition Q

Shall Article V. – Administrative Services, Section 1 – Appointment and Qualifications of the City Manager, of the Alvin Charter, be amended to include language clarifying that a city manager appointed by council shall become a resident of the City within a mutually agreeable timeframe?

FOR _____ AGAINST _____

Proposition R

Shall Article V. – Administrative Services, Section 2 – Term and Salary of the City Manager, of the Alvin Charter, be amended to clarify that the hiring or firing of a city manager requires a majority

vote of the ‘entire’ council?

FOR _____ AGAINST _____

Proposition S

Shall Article V. – Administrative Services, Section 4 – Administrative Departments, of the Alvin Charter, be amended granting the city manager the authority to assign or transfer the duties of any department to another department or change titles of any employee, provided that such changes do not exceed the budget, with notification to council?

FOR _____ AGAINST _____

Proposition T

Shall Article V. – Administrative Services, Section 7 – City Attorney, of the Alvin Charter, be amended adding language allowing the city attorney to ‘notify’ council before seeking outside legal counsel instead of the existing requirement to ‘gain approval,’ to align with current practice?

FOR _____ AGAINST _____

Proposition U

Shall Article V. – Administrative Services, Section 10 – Employee Pay Plans, Classification, Personnel Policies, etc., of the Alvin Charter, be amended to replace language related to police officers covered under Chapter 143 of the Local Government with provisions for civil service or collective bargaining, aligning with the fact that the Alvin Police Department operates under both Civil Service and collective bargaining regulations?

FOR _____ AGAINST _____

Proposition V

Shall Article VI. – Municipal Court, Section 2 – Judge of the Municipal Court, of the Alvin Charter, be amended by allowing a municipal court judge or associate judge to reside in Brazoria County or in a county that is contiguous to Brazoria County?

FOR _____ AGAINST _____

Proposition W

Shall Article VI. – Municipal Court, Section 2 – Judge of the Municipal Court, of the Alvin Charter, be amended to remove outdated language that includes ‘or anyone acting in the judges place’ as there would not be anyone acting in the judge’s place except for an associate judge?

FOR _____ AGAINST _____

Proposition X

Shall Article VII. – Municipal Finance, Section 7 – Vote Required for Adoption, of the Alvin Charter, be amended by requiring that the budget be adopted by favorable vote of a majority of the ‘entire’ council?

FOR _____ AGAINST _____

Proposition Y

Shall Article VII. – Municipal Finance, Section 10 – Budget Establishes Appropriations, of the Alvin Charter, be amended to include words to clarify the city’s actual practice of appropriating expenditures both within and between single offices or departments within one fund?

FOR _____ AGAINST _____

Proposition Z

Shall Article VII. – Municipal Finance, Section 24 – Tax Liens, of the Alvin Charter, be amended to remove Section 24 in its entirety, as this process is provided for in state law?

FOR _____ AGAINST _____

Proposition AA

Shall Article VII. – Municipal Finance, Section 25 – Tax Remission, Discount and Compromises, Correction of Error, of the Alvin Charter, be amended to remove Section 25 in its entirety, as this process is provided for in state law?

FOR _____ AGAINST _____

Proposition BB

Shall Article VIII. – Municipal Planning, Section 1 – Planning Commission, of the Alvin Charter, be amended to reflect that the Planning Commission shall consist of seven (7) members?

FOR _____ AGAINST _____

Proposition CC

Shall Article VIII. – Municipal Planning, Section 1 – Planning Commission, of the Alvin Charter, be amended to reflect that the Planning Commission members shall be qualified voters of the city?

FOR _____ AGAINST _____

Proposition DD

Shall Article VIII. – Municipal Planning, Section 1 – Planning Commission, of the Alvin City

Charter, be amended to reflect that the Planning Commission members shall have resided within the city for a period of not less than twelve (12) months prior to their appointment?

FOR _____ AGAINST _____

Proposition EE

Shall Article VIII. – Municipal Planning, Section 2 – Term of Office, of the Alvin Charter, be amended to include language specifying that Planning Commission members shall be appointed annually in a staggered format with terms lasting three years, which follows the same pattern as city council members, for consistency?

FOR _____ AGAINST _____

Proposition FF

Shall Article IX . – Parks and Recreation, Section 1, Parks and Recreation Board, of the Alvin Charter, be amended to specify that the Parks Board is governed by Ordinance as current practice found in Chapter 16 ½ of the Alvin Code of Ordinances?

FOR _____ AGAINST _____

Proposition GG

Shall Article IX . – Parks and Recreation, Sections 2 through 7 of the Alvin Charter be amended to remove these sections in their entirety, as these are covered verbatim in Chapter 16 ½ of the Alvin Code of Ordinances?

FOR _____ AGAINST _____

Proposition HH

Shall Article XI. – General Provision, Section 9 – Meetings of Boards, Committees, and Commissions, of the Alvin Charter, be amended to include language stating that all boards and commissions established by charter or by ordinance shall meet at least quarterly if necessary for the consideration of matters?

FOR _____ AGAINST _____

Proposition II

Shall Article XI. – General Provision, Section 16 – Charter Review Commission, of the Alvin Charter, be amended to specify that the Charter Review Commission shall be appointed every four (4) years in June?

FOR _____ AGAINST _____

Proposition JJ

Shall Article XI. – General Provision, Section 16 – Charter Review Commission, of the Alvin Charter, be amended allowing the Charter Review Commission report to be placed on the city’s website instead of the current requirement to publish the report in the city’s official newspaper?

FOR _____ AGAINST _____

Section 3. Election Procedures. The Brazoria County Election Officer and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by the Joint Election Agreement and Contract for Election Services, (hereafter called the “Election Agreement”) with the City and the law governing the holding of city charter elections by home rule cities of the State of Texas; and the official ballots, together with such other election materials as are required by the *Texas Election Code*, shall be prepared in both the English and Spanish languages and shall contain such provisions, markings and language as is required by law.

Section 4. Notice of Election. Notice of the election shall be given and the election shall be held in compliance with the provisions of Chapter 9 of the *Texas Local Government Code* and the *Texas Election Code*. Notice of the election shall be by publishing the Notice of Election, in both English and Spanish. Notice of the election shall be published in a newspaper of general circulation published in the City; and shall be published on the same day in each of two successive weeks, and by posting of the notice on the bulletin board used for posting notices of meetings of City Council at City Hall as required by state law. The notice shall include a fiscal note providing that the estimated fiscal impact of the amendments will be less than \$100.00.

Section 5. Early Voting. Early voting, both by personal appearance and by mail, will be conducted by the Brazoria County Election Officer, who is designated and appointed as the Early Voting Clerk, in accordance with the *Texas Election Code*. Early voting by personal appearance shall be conducted at places and locations authorized by state law and the Brazoria County Election Officer as described in “Attachment A” (subject to change as prescribed by the Brazoria County Election Officer). Early voting shall commence on Monday, April 22, 2024, through Tuesday, April 27, 2024, and then April 29, 2024, through April 30, 2024; and early voting polls shall remain open for the time specified by the *Texas Election Code*. Early voting shall also be held at any time and location authorized by the Brazoria County Election Officer. Early voting by City residents may be conducted at any Brazoria County early voting location and any location exclusively designated by the Brazoria County Election Officer.

Section 6. Election Precincts and Polling Places. The election precincts for the election shall be the election precincts established by Brazoria County, provided that each shall contain and include geographic area that is within the City. The polling place for each such election precinct shall be the polling place established by Brazoria County for such election precincts in Brazoria County and voting by residents of the City “Attachment B” (subject to change as prescribed by the Brazoria County Election Officer). The polls shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The returns for precincts in Brazoria County will be provided by precinct and the Brazoria County Election Officer shall tabulate and provide the election returns for the election.

Section 7. Joint Election. The City agrees to conduct a joint election with other political

subdivisions within Brazoria County, provided that such political subdivision holds an election on May 4, 2024, in all or part of the same territory as the City (the “Political Subdivisions”). The joint election shall be conducted in accordance with State law, this Ordinance, and the Joint Election Agreement and Contract for Election Services with Brazoria County (“Election Agreement”) considered by the City Council on February 1, 2024.

Section 8. Duties of City Secretary and Election Officer. The City Secretary, or designee, is instructed to aide the Brazoria County Election Officer in the acquisition and furnishing of all election supplies and materials necessary to conduct the election as provided by the Election Agreement. The City Secretary is further authorized to give or cause to be given notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the *Texas Election Code*; provided that, pursuant to the Election Agreement between Brazoria County and the City, the Brazoria County Election Officer shall have the duty and be responsible for organizing and conducting the election in compliance with the *Texas Election Code*; and for providing all services specified to be provided in the Election Agreement. The Brazoria County Election Officer shall give the notices required by the *Texas Election Code* to be given for the election not required to be given by the City under the Election Agreement.

Section 9. Official Newspaper. It is hereby found and determined that THE ALVIN SUN is a newspaper published within the City of Alvin, Texas, is a newspaper of general circulation within the City, and is the official newspaper of the City of Alvin. The City Secretary is hereby authorized and directed to cause notice to be given as directed above in Section 4 of this Ordinance. Further orders are reserved until the returns of the election are made by the duly authorized election officials and received by this body.

Section 10. General. The election shall be held and conducted by the Brazoria County Election Officer in compliance with the *Texas Election Code* and the Election Agreement.

Section 11. Effective Date. This Ordinance shall be in force and effect from and after its passage as required by law, and it is so ordained.

Section 12. Open Meetings Act. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*.

PASSED AND APPROVED on this the 1st day of February 2024.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

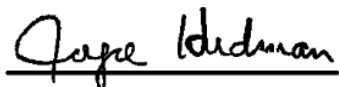
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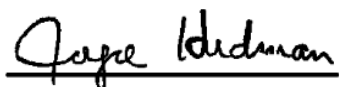
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West ColumbiaPrecinct 4 Building #2, 121 N 10th St

FECHAS Y HORAS

22-27 de abril.....8 AM – 5 PM
29-30 de abril.....8 AM – 5 PM



Secretaria de la Votación Adelantada

	NOTE: Subject to change due to cancellation	
Home Pct #	Polling Place	Zip Code
1	East Annex (Old Walmart), 1524 E Mulberry, Angleton	77515
2	Precinct 4 Building #2, 121 N 10th St, West Columbia	77486
4	Brazoria Library, 620 S Brooks, Brazoria	77422
8	Oyster Creek City Hall, 3210 FM 523, Oyster Creek	77541
9	Bonney Annex Building, 19025 FM 521, Bonney	77583
11	Alvin ISD Heritage Complex, Liberty Alumni Hall, 10855 Iowa Colony Blvd, Iowa Colony	77583
12	Drainage District No. 4 Building, 4813 W Broadway, Pearland	77581
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15	Danbury Community Center, 6115 5th St, Danbury	77534
17	Freeport Library, 410 Brazosport Blvd, Freeport	77541
19	Clute Event Center, 100 Parkview Dr, Clute	77531
20	Jones Creek Comm House, 7207 Stephen F Austin Rd, Jones Creek	77541
23	Doris Williams Civic Center, 333 Hwy 332 East, Lake Jackson	77566
26	Brookside Village Community Center, 6243 Brookside Rd, Brookside Village	77581
29	West Pearland Community Center, 2150 Countryplace Pkwy, Pearland	77584
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44	Silverlake Recreation Center, 2715 Southwyck Pkwy, Pearland	77584
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Open only if city has an election:		
6	Liverpool City Hall, 8901 County Road 171, Liverpool	77577
25	Hillcrest Village Municipal Building, 200 W Timberlane, Alvin	77511



AGENDA COMMENTARY

Meeting Date: 2/1/2024

Department: City Secretary

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

Agenda Item: Consider a contract for Election Services with Joyce Hudman, County Clerk, Brazoria County, Texas, for the May 4, 2024, General and Special Election; and authorize the Mayor to sign upon legal review.

Type of Item: Action Item

Summary: This is a contract for election services with Brazoria County to conduct the May 4, 2024, General Election for City Council District B, District C, and At Large Position 1. This contract is similar to the contract authorized by City Council every year to conduct city elections. The cost for this General and Special Election could range anywhere from \$5,000 to \$12,000. The cost depends on how many other jurisdictions will be holding a May election. The City Secretary's Office will handle all the required notices, filings, and general paperwork as required by state election law.

Historical Election Cost (General May Election):

May 2018:	\$ 4,700
May 2019:	\$11,000
Nov 2020:	\$12,300 – (May 2020 election moved to November because of COVID)
May 2021:	\$ 6,200
May 2022:	\$10,600
May 2023:	\$ 8,020

Early voting and Election Day voting will take place at the Alvin Library. Registered voters have the flexibility to cast their votes at any Early Voting location within the County during the Early Voting period. On Election Day, they also have the option to vote at any Voting Center located in Brazoria County.

Staff recommends approval of said contract.

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: 1/24/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed:

Supporting documents attached:

1. Election Contract; Brazoria County
 2. Attachment A; Voting Centers; Election Day
 3. Attachment B; EV Polling Centers
-

4. Rate Sheets

Recommendation: Move to approve a Contract for Election Services with Joyce Hudman, County Clerk, Brazoria County, Texas for the May 4, 2024, General Election; and authorize the Mayor to sign upon legal review.

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Manager, if applicable: X

JOINT CONTRACT FOR ELECTION SERVICES

THIS CONTRACT (this "Agreement") is made effective as of the Effective Date (as defined below) by and between the CITY OF ALVIN, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and the County Clerk of Brazoria County, Texas, hereinafter referred to as "County," and by authority of Section 31.092(a), Texas Election Code, and Chapter 791, Texas Local Government Code, for the conduct and supervision of the Political Subdivision's election to be held on MAY 4, 2024. Political Subdivision and the County may be referred to individually as a "Party" and collectively as "the Parties."

This contract is made by and between the CITY OF ALVIN, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and the County Election Officer of Brazoria County, defined by statute as the County Clerk through the authority set forth in Texas Election Code §§31.091 and 31.092. The purpose of this contract is for the performance of election services as authorized by statute. This contract shall serve as the general contract for each election for which the Political Subdivision requests the assistance of the County Clerk. Provisions specific to each particular election will be included as an attachment to the original contract. Political Subdivision and County Clerk may be referred to individually as "Party" or collectively as "Parties."

RECITALS

The County Clerk has care, custody, and control over the electronic voting system, the Hart InterCivic Verity Voting System (Version 2.5.3), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the electronic voting system to compensate the County Clerk for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The Parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this Agreement. The County Clerk shall coordinate, supervise, and handle all aspects of administering the Joint Election as this Agreement provides. Political Subdivision agrees to pay the County Clerk for equipment, supplies, services, and administrative costs as provided in this Agreement. The County Clerk shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The County Clerk shall provide advisory services in connection with decisions to be made and measures to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the electronic voting system and polling places, and it is agreed that the County Clerk may enter into

other joint election agreements and contracts for election services for those purposes on terms and conditions set forth in the Election Code. Political Subdivision agrees that County Clerk may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and, in such case, all parties sharing common territory shall share a joint ballot on the electronic voting system at the applicable polling places. In such cases, total costs shall be divided among the participants.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall prepare, adopt, and publish all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code or Political Subdivision's governing body, charter, or ordinances. Regarding publications, the County Clerk will publish the "Notice of Test of Automatic Tabulating Equipment" and the "Notice of Election." If a Political Subdivision holds any Special Election, it may have to publish its own "Notice of Election" to meet additional requirements. Please advise the County Clerk's Elections Office if the Political Subdivision must publish a separate notice so the Political Subdivision's Notice is not included in the Notice published by the County Clerk.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the County Clerk's Election Department.

III. STATUTORY COMPLIANCE

Political subdivisions shall follow all applicable State and Federal laws related to elections, including, but not limited to, Section 52.072 of the Election Code, which states in part, "A proposition shall be printed on the ballot in the form of a single statement."

Failure to do so may prohibit the political subdivision's participation in a Joint Election.

IV. VOTING LOCATIONS

The County Clerk's Election Office shall select and arrange for the use of and payment for all election-day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the County. The proposed voting locations will be provided once the final candidate filing deadline has been met and listed as Attachment "A." If a voting location is unavailable, the Elections Department will arrange for an alternate location with the approval of the Political Subdivision. The Elections Department shall notify the Political Subdivision of any changes from the locations listed in Attachment "A."

If polling places for the joint election in Attachment "A" are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than the date of the election described in Attachment "A," at the entrance to any previous polling places in the jurisdiction, stating that the polling location has changed, and displaying the political subdivision's polling place name(s) and address(s) in effect for the election described in Attachment "A." Any voting location changes from those used in the most recent COUNTYWIDE JOINT election will be posted by the County Clerk's Election Office.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Brazoria County Commissioners Court shall appoint the presiding judge and alternate judge for each polling location per Chapter 32 of the Texas Election Code. If an emergency appointment is necessary, the appointment shall be made in accordance with Election Code §32.007, which authorizes the presiding officer of the Brazoria County Commissioners Court to make an emergency appointment. Should that officer not be available, the County Clerk's office shall make emergency appointments of election officials. Upon request by the County Clerk, the Political Subdivision agrees to assist in recruiting bilingual polling place officials (fluent in English and Spanish).

The County's Elections Department shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code. It will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The County Clerk shall arrange for the training and compensation of all election judges and clerks. The Elections Department shall set the date, time, and place for the presiding election judge to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Department notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge will receive compensation at an hourly rate of \$14.00. Each election clerk will receive compensation at an hourly rate of \$12.00. The election judge will receive an additional \$25.00 for picking up the election supplies before Election Day and returning the supplies and equipment to the central counting station after the polls close. All judges and clerks who attend training will be compensated at an hourly rate of \$8.00 as compensation for the same.

All Parties agree that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are temporary part-time employees subject only to those benefits available to such employees.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The County Clerk Elections Department shall arrange for all election supplies and voting equipment, including, but not limited to, official ballots, sample ballots, voter registration lists, and all forms, signs, and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The County Clerk Elections Department shall provide the necessary voter registration information, instructions, and other information to enable the election judges in the voting locations with more than one ballot style to conduct a proper election. If special maps are needed for a particular Political Subdivision, the County Clerk's Election Department will order the maps and pass that charge on to that specific Political Subdivision.

Political Subdivision shall furnish the County Clerk a list of candidates and propositions showing the order and the exact manner in which the candidate names and proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). THE POLITICAL SUBDIVISION SHALL PROVIDE A COPY OF EACH CANDIDATE'S APPLICATION TO THE COUNTY CLERK ELECTIONS OFFICE. This list shall be delivered to the County Clerk Elections Department as soon as possible after each participating authority has determined ballot positions. Each participating authority shall proofread and approve the ballot pertaining to that authority's candidates and propositions. If any error or changes are discovered after the Logic and Accuracy test has been conducted and ballots prepared, then the Political Subdivision will be responsible for all costs.

VII. EARLY VOTING

The Parties agree to conduct joint early Voting and appoint the County Clerk as the Early Voting Clerk per Sections 31.097 and 271.006 of the Texas Election Code. Political Subdivision agrees to appoint the County Clerk's permanent county employees as deputy early voting clerks. The Parties further agree that each Early Voting Location will have an "Officer in Charge" who will receive compensation at an hourly rate of \$14.00. The clerks at each location will receive compensation at an hourly rate of \$12.00. Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the County Clerk shall receive applications for early voting ballots to be voted by mail in accordance with Chapter 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Department for processing.

The Early Voting Clerk will post a copy of the daily early voting report on the county election website and a cumulative final early voting report following the election. We shall provide the Political Subdivision with the reports with written advance notice.

VIII. EARLY VOTING BALLOT BOARD

The County Clerk shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. With the assistance of the County Clerk Elections Department, the Presiding Judge shall appoint three or more additional members to constitute the EVBB. The County Clerk Elections Department shall determine the number of EVBB members required to efficiently process the early voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The County shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and this Agreement.

The participating authorities hereby, in accordance with Sections 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Lisa Mujica
Alternate Counting Station Manager:	Brandy Pena
Tabulation Supervisor:	Susan Cunningham
Alternate Tabulation Supervisor:	Johnathan Escamilla
Presiding Judge:	Dottie Cornett
Alternate Presiding Judge:	Tamara Reynolds

After counting all precincts, the County Clerk Elections Department will prepare the unofficial canvass reports. It will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The County Clerk Elections Department shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

The County Clerk Elections Department shall electronically submit all Cities' precinct-by-precinct returns to the Texas Secretary of State's Office.

The County Clerk Elections Department shall post all election night results to the County website on election night. <https://www.brazoriacountyclerktx.gov>.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The Parties agree to share the costs of administering the Joint Election. Unless specifically stated otherwise, allocation of costs is mutually agreed to be shared. The County participates in "Vote Centers"; therefore, all political subdivisions can vote at any location.

It is agreed that the standard rental rate charged for the County's voting equipment used on Election Day shall be calculated per polling location and among the participants utilizing each polling location. (See "Exhibit 1" for rental rates.) The total cost will be calculated and then multiplied by the Political Subdivision percentage number of registered voters or with the minimum of \$2000.00; for those with a lesser amount, additional costs associated will be itemized and billed.

Costs for Early Voting by Personal Appearance will also be charged with the same formula as Election Day. Those political subdivisions with a percentage of registered voters less than the amount equal to \$2000.00 will be a minimum amount of \$2000.00 for the early voting period.

Political Subdivision conducting a runoff shall be responsible for all associated costs.

XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this Agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. Political Subdivision is fully liable for any expenses incurred by the County Clerk on behalf of the Political Subdivision. Any monies deposited with the County by the withdrawing authority shall be refunded minus the aforementioned expenses.

XII. RECORDS OF THE ELECTION

The County Clerk is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority and the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the County Clerk or an alternate facility used to keep county records. The County Clerk Elections Department shall ensure that the records are maintained orderly so that they are identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the County Clerk shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the County Clerk any notice of pending election contest, investigation, litigation, or open records request that may be filed with the participating authority.

XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the County Clerk and that the County Clerk shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The County Clerk Elections Department agrees to provide advisory services to the Political Subdivision as necessary to conduct a proper recount, and the cost of the recount depends on the size of the election and the number of precincts to be recounted.

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the election equipment and voting places; it is agreed that the County Clerk may contract with such other districts or political subdivisions for such purposes and that in such event, there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The County Clerk shall file copies of this document with the County Treasurer and the County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed contesting the Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the County Clerk, and additional election personnel as necessary.
4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and other election personnel for a breach of this contract or a violation of the Texas Election Code; however, any action taken is subject to any immunity provided by statute or common law to governmental entities. For purposes of this contract, the County Clerk's office acts as a governmental entity covered by any immunity available to Brazoria County.
5. The parties agree that under the Constitution and laws of the State of Texas, neither Brazoria County nor Political Subdivision can enter into an agreement whereby either Party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.
7. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement

shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and other entities with local jurisdiction.
9. The waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
10. Any amendments to this Agreement shall be of no effect unless in writing and signed by all parties.
11. **Authorization of Agreement.** This Agreement has been approved and authorized by the governing body of the Political Subdivision.
12. **Purpose, Terms, Rights, and Duties of the Parties.** The purpose, terms, rights, and duties of the Parties shall be as set forth in this Agreement.
13. **Payments from Current Revenues.** Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to that paying Party.
14. **Fair Compensation.** The Parties acknowledge and agree that each payment contemplated by this Agreement fairly compensates the performing Party.
15. **Termination.** At any time and for any reason, either Party may terminate this Agreement by providing forty-five (45) days written Notice of termination to the other Party.
16. **Funding.** The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's ***sole and exclusive remedy*** shall be to terminate this Agreement.
17. **No Joint Enterprise.** The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.
18. **Public Information.** This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552, et seq., as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

19. **No Third-Party Beneficiaries**. This Agreement is entered solely by and between and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.
20. **No Personal Liability**. Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any Party to this Agreement.
21. Nothing in this Agreement requires the Political Subdivision or County to incur debt, assess or collect funds, or create a sinking fund.
22. **Sovereign Immunity Acknowledged and Retained**. **THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY AND THE COUNTY RETAIN ALL GOVERNMENTAL IMMUNITIES.**

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that the Political Subdivision's obligation under the terms of this Agreement shall be DETERMINED AFTER THE ELECTION. Political Subdivision agrees to pay the County a deposit of \$4,500.00. This Deposit shall be paid to the County within 10 business days after the final candidate filing deadline. The final candidate filing deadline is February 16, 2024. Therefore, the Deposit is due by March 1, 2024.

The exact amount of the Political Subdivision's obligation under the terms of this Agreement shall be calculated after the election on MAY 4, 2024. If the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay the County the balance due within forty-five (45) days after receipt of the final invoice from the County's Election Department. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, the County shall refund the excess amount paid to the Political Subdivision within forty-five (45) days after the final costs are calculated.

IN TESTIMONY HEREOF, this Agreement, its multiple originals all of equal force, has been executed on behalf of the parties.

(1) On the _____ day of _____, 2024, been executed on behalf of the County Clerk by the County Clerk pursuant to the Texas Election Code;

(2) On the _____ day of _____, 2024, has been executed on behalf of the Political Subdivision by its Mayor or authorized representative, pursuant to an action of the Political Subdivision.

BRAZORIA COUNTY, COUNTY CLERK by

Joyce Hudman, County Clerk

ATTEST:

CITY OF ALVIN, TEXAS

_____ By _____
Presiding Officer or Authorized Representative
CITY OF ALVIN

	NOTE: Subject to change due to cancellation	
Home Pct #	Polling Place	Zip Code
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2	Precinct 4 Building #2, 121 N 10th St, West Columbia	77486
4	Brazoria Library, 620 S Brooks, Brazoria	77422
8	Oyster Creek City Hall, 3210 FM 523, Oyster Creek	77541
9	Bonney Annex Building, 19025 FM 521, Bonney	77583
11	Alvin ISD Heritage Complex, Liberty Alumni Hall, 10855 Iowa Colony Blvd, Iowa Colony	77583
12	Drainage District No. 4 Building, 4813 W Broadway, Pearland	77581
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Open only if city has an election:		
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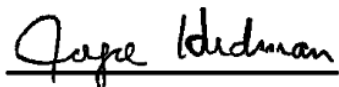
NOTICE OF EARLY VOTING AT BRANCH POLLING PLACES

Early voting by personal appearance will be conducted at the following locations:

Angleton (Main)East Annex, 1524 E Mulberry
AlvinAlvin Library, 105 S Gordon
BrazoriaBrazoria Library, 620 S Brooks
FreeportFreeport Library, 410 Brazosport Blvd
Lake Jackson.....Doris Williams Civic Center, 333 Hwy 332 East
ManvelManvel Annex, 7313 Corporate Dr
Pearland EastTom Reid Library, 3522 Liberty Dr
Pearland West.....West Pearland Community Center, 2150 Countryplace Pkwy
Shadow CreekWest Pearland Library, 11801 Shadow Creek Pkwy
Sweeny.....Sweeny Community Center, 205 W Ashley Wilson Rd
West Columbia.....Precinct 4 Building #2, 121 N 10th St

DATES AND HOURS:

April 22-27.....8 AM – 5 PM
April 29-30.....8 AM – 5 PM



Early Voting Clerk

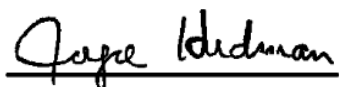
AVISO DE VOTACIÓN ADELANTADA EN LOS SITIOS DE VOTACIÓN AUXILIARES

La votación adelantada en persona se llevará a cabo en los siguientes sitios de esta manera:

Angleton (Ubicación Principal).....East Annex, 1524 E Mulberry
AlvinAlvin Library, 105 S Gordon
BrazoriaBrazoria Library, 620 S Brooks
FreeportFreeport Library, 410 Brazosport Blvd
Lake JacksonDoris Williams Civic Center, 333 Hwy 332 East
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West ColumbiaPrecinct 4 Building #2, 121 N 10th St

FECHAS Y HORAS

22-27 de abril.....8 AM – 5 PM
29-30 de abril.....8 AM – 5 PM



Secretaria de la Votación Adelantada

RATE SHEETS FOR BRAZORIA COUNTY ELECTIONS:

MAY (COUNTYWIDE JOINT)

EQUIPMENT RENTAL

CONTROLLER	\$350.00 each
SCANNER UNIT.....	\$425.00 each
ACCESS WITH TOUCH UNIT (DAU).....	\$375.00 each
TOUCH UNITS	\$325.00 each
POLLPADS	\$50.00 each
MI-FI/ HOTSPOT	\$50.00 each

This is not a daily charge. This price is for the entire election even if it is for 12days of voting.

OTHER CHARGES

Programming	\$300.00
Tabulating.....	\$150.00
Equipment Delivery and Pickup	
Truck Rental (per delivery location)	\$25.00
Labor (Per delivery location)	\$75.00
Supply tubs EV-ED (see attached list for contents)	\$75.00
Mail Ballots will be billed per entity kits including postageDomestic...\$1.74...Overseas...\$2.36	
Publications charged based on % of registered voters.....	

Workers-Judges	\$14.00 per hour -Overtime rate \$21.00 per hour
Clerks	\$12.00 per hour- Overtime rate \$18.00 per hour

ELECTION DAY

For Election Day, we will calculate the cost for each location (see Exhibit ‘A2”) the total cost for Election Day will then calculated per percentage of registered voters of each political subdivision. All political subdivisions in Brazoria County less than 1000 registered voters, charges will be the minimum of \$1500.00 for Election Day.

EARLY VOTING

For Early Voting we also calculate worksheets for each of the 10-11 early voting locations. Once we have the total cost for all locations, we do a spreadsheet that divides the cost between all political subdivisions based on the percentage of registered voters in each. Since we have large and small cities in our county, the minimum charge for early voting will be \$1500.00.

OVERTIME

We keep a record of our overtime for the May Elections and the staff gets paid overtime. Since we charge for programming and tabulations that money goes towards the employee’s overtime. If we have more overtime than covered by a calculated programming and tabulation fees, we will add in the additional overtime when sending the final bills.

RATE SHEETS FOR BRAZORIA COUNTY ELECTIONS:

NOVEMBER (COUNTYWIDE JOINT)

For November Elections, the Election Day and Early voting charges are just like the countywide joint in May. If the only political subdivisions at a location are Brazoria County and one entity, total cost calculated will be per percentage of registered voters for the entity.

Runoffs Elections will be the responsibility of whichever entity will be conducting a runoff election.

Any errors or changes related to a Political Subdivision oversight and if it results in reprogramming the entirety election, will be responsible for all associated cost.



AGENDA COMMENTARY

Meeting Date: 2/1/2024

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider Resolution 24-R-05, adopting the Alvin Recreation Center Rules and Regulations; and setting forth other matters related thereto.

Type of Item: Resolution

Summary: Over the previous months, City staff have met routinely to discuss the ownership and operational transition of the YMCA facility to the City. Part of these meetings required staff to create Rules, Regulations & Fees for the usage of the Recreation Center. Staff utilized Lake Jackson and Angleton recreation center policies as a framework to create this policy. The Parks Board reviewed and provided recommendations at their January 6, 2024, meeting. These recommendations were incorporated into the policy which was presented to City Council at the January 18, 2024, workshop. The recommendations from City Council, which are as follows, have been incorporated into the policy:

- offer no cost memberships to City of Alvin employees & members of the Alvin Volunteer Fire Department
- offer \$5 member guest pass
- eliminate redundancy in recreation center rules
- operate seven (7) days per week

* no cost memberships for employees and AVFD will be added to the personnel policy and not included in the rules and regulations

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: CT 1/29/24

Supporting documents attached:

1. Res 24-R-05; Recreation Center Rules and Regulations
2. Exhibit A; Res 24-R-05

Recommendation: Move to approve Resolution 24-R-05, adopting the Alvin Recreation Center Rules and Regulations; establishing an effective date; and setting forth other matters related thereto.

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

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

RRESOLUTION 24-R-05

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ADOPTING THE ALVIN RECREATION CENTER – RULES AND REGULATIONS; AND SETTING FORTH OTHER MATTERS RELATED THERETO.

WHEREAS, the Alvin Recreation Center is a public facility owned by the City of Alvin located at 3201 Texas State Highway 35, Alvin, Texas where community members in the Alvin and surrounding areas can meet for recreational, social, and fitness opportunities; and

WHEREAS, the Alvin Recreation Center is available for recreational and community-related activities and programs for which rules and regulations are needed to govern the rental of this facility; and

WHEREAS, rules and regulations for such city owned facilities are to be established by the City Council and may be changed from time to time to meet the needs of the Alvin Recreation Center; and

WHEREAS, the Alvin Recreation Center – Rules and Regulations, attached hereto as Exhibit “A,” and incorporated herein by reference, upon review and consideration by the City Council, deem it in the public interest to authorize this action, **NOW, THEREFORE**,

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

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

Section 2. Proceedings. That the Alvin Recreation Center – Rules and Regulations attached hereto as Exhibit “A” are hereby adopted.

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

Section 4. Effective Date. This resolution shall take effect upon its adoption.

PASSED AND APPROVED on this the 1st day of February 2024.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

Exhibit A



ALVIN RECREATION CENTER

3201 Texas State Highway 35, Alvin, Texas 77511

Rules & Regulations

Resolution 24-R-05

Adopted by City Council on February 1, 2024



Alvin Recreation Center

Rules & Regulations

Membership Rates and Discounts *(Also included in Chapter 28 of the Alvin Code of Ordinances)*

Monthly Memberships

- Individual Alvin Resident – \$30.00
- Individual Non-Resident – \$45.00
- Family Alvin Resident – \$40.00
- Family Non-Resident – \$55.00

To be eligible for the residential rate, residents must submit a copy of their water bill under their name when registering for a membership. Alternate methods for verifying residency will be at the sole discretion of the Parks and Recreation Department.

Annual Memberships

- Individual Alvin Resident – \$300.00
- Individual Non-Resident – \$400.00
- Family Alvin Resident – \$400.00
- Family Non-Resident – \$550.00

Annual Membership fee will be collected in full at time of registration.

Discounts

One discount per household per account.

- Senior (65+) Discount – \$15.00 monthly / \$175 annually
- Veterans Discount – \$15.00 monthly / \$175 annually (must show veterans ID or DD214).

Promotional fees will be periodically offered at the discretion of the Recreation Superintendent or the Parks Director.

Day Pass

- \$10 per person
- \$5 per person for Member guests (Member must be present with guests)

Hours of Operation

- Monday - Friday: 5:30 a.m. – 9:30 p.m.
 - *Kids' Club hours: 8:00 a.m. – 12:00 p.m. and 4:00 p.m. – 8:00 p.m.*
- Saturday: 8:00 a.m. – 8:00 p.m.
 - *Kids Club hours: 8:00 a.m. – 12:00 p.m.*
- Sunday: 12:00 p.m. – 6:00 p.m.
 - *Kids Club hours: 12:00 p.m. – 4:00 p.m.*

Holidays

The Rec will be closed on the following Holidays:

- New Year's Day
- Easter Sunday
- Independence Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day

Holiday Hours for the following Holidays 8:00 a.m. – 6:00 p.m.:

- New Years Day (Day before or After)
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Labor Day
- Day before Thanksgiving
- Day after Thanksgiving
- Day after Christmas

Membership

Membership cards must be valid and must be scanned at the Rec Desk before entering the Recreation Center. New cards are issued when enrolling in a new membership. A \$5.00 fee will be charged to replace membership cards.

Programs and Fees: Alvin Parks and Recreation offers a wide range of fitness programs (Group Fitness and Water Fitness classes) for our members at no additional cost. Other programs/activities and special events offer discounts to Alvin Recreation Center members. A complete listing of fitness classes and other opportunities can be found online or at the Recreation Center.

Pool: The Recreation Center Pool will be available to members only during open swim hours. Non-members may register for swim lessons or lifeguard classes held at the Recreation Center. Private pool rentals will be available to members and non-members.

Facility Closures: Alvin Parks and Recreation Department (APARD) reserves the right to close all or any portion of the Alvin Recreation Center for any reason. Fee refunds will not be issued, except in cases of extended full-facility closure.

Lost or Stolen Items: Members should not bring valuables, including money, onto the facility premises, lockers, or parking areas. Each Member understands and agrees that APARD will not be liable for the loss, theft of, and/or damage to, the personal property of Members or guests.

Personal Training: Is prohibited unless offered by APARD, no member may train or coach other Members (as determined solely by the Alvin Parks and Recreation Department) or engage in any type of business or commercial activity while at APARD facilities. For more information on offering or obtaining personal training contact the Front Desk.

Behavior/Drug Policy/Membership Suspension and Termination: No drugs, alcohol, smoking, vaping, weapons, violence, profanity, or other inappropriate behavior or violations of Alvin Parks and Recreation Policies and Procedures is permitted. Members must comply with all posted rules; all City, State, and Federal laws, rules, or regulations; Parks policies; and staff instructions. Failure to do so may result in temporary removal from the center, suspension, or termination of membership.

General Facility Rules

1. Children ages 11 and under are required to be accompanied by a person at least 18 years or older to enter the facility.
2. The City of Alvin Parks & Recreation Department will not be held responsible for theft or loss of unattended valuables.
3. Smoking, vaping, alcohol, smokeless tobacco, and illegal drugs are prohibited in the Recreation Center.
4. No person under the influence of drugs or alcohol will be allowed on the premises.
5. No person shall engage in conduct infringing upon the rights of other participants.
6. No person shall use profanity, threaten, or intimidate another person in a physical or verbal manner.
7. Fighting is strictly prohibited.
8. Misuse, abuse or damage to the facility, staff or equipment will be grounds for suspension or restitution.
9. No glass containers or chewing gum is allowed in the Recreation Center.
10. Inappropriate displays of affection are not allowed.
11. Parks and Recreation Department programs take precedence over all other activities and facility availability is subject to change.
12. Supervisory staff have final say on all rule interpretations and may adapt rules if they feel safety is a concern to any patron.
13. A ping pong table is available on a first come, first served basis, and may not be reserved in advance. Individuals wanting to play ping pong must ask the front desk for equipment.

Spin Studio

1. The Spin Studio is for scheduled classes, programs, and personal training only.
2. Individuals 12-15 years are permitted in the Spin Studio with a parent/guardian 18 years or older present at their side.

3. Individuals 11 years and under are not permitted in Spin Studio.
4. Proper footwear (i.e. closed-toed tennis shoes) and work out attire clothing are required.
5. Weights and equipment must be returned to their proper location.
6. Weights and dumbbells may not be dropped on the floor.
7. All equipment and/or mats must be sanitized and wiped down equipment and mats after use.
8. Report any problems with equipment to Recreation Center staff.

Gymnasium

1. Individuals utilizing the gym must wear non-marking court shoes only.
2. Hanging on nets, rims, or equipment is prohibited.
3. No slam dunking.
4. Dodge ball, bombardment, wall ball, etc. is not allowed during open gym.
5. Open Gym times may change without warning. Every effort will be made to maintain consistent open gym times. Open gym schedules will change seasonally in September, January, and May.

Weight Room

1. Individuals 12-13 years of age must have a parent/guardian 18 years or older and present at their side or assisting with equipment.
2. Individuals 14-15-year-olds may workout alone but must take a weight room safety class prior to use. Please see the Recreation Center Desk to register for the weightroom safety class.
3. Individuals 11 years and under are not permitted in the Weight Room.
4. Proper footwear (i.e. rubber soled athletic shoes that cover the entire foot) and proper work out attire should be worn at all times.
5. No food or drinks, except water, is allowed in the Weight Room.
6. Weights and dumbbells must be returned to their proper location.
7. Do not drop weights or dumbbells on the floor or benches.
8. Equipment must be sanitized after use to lower the risk of spreading germs.
9. When using heavy weightlifting equipment for safety purposes we recommend using a spotter.
10. Do not abuse or overload equipment.
11. Report any problems with equipment to the Recreation Center staff.

Locker Rooms

1. All patrons are expected to be respectful to other patrons and do not bring anyone of the opposite sex into the Locker Rooms. Parents with children must use the

Family Restroom located by the vending area or single restrooms near the front desk.

2. Individuals may use lockers but must bring their own lock. All personal items and locks must be removed at the end of the day. Locks left on a locker will be cut off and the items removed.
3. Individuals are asked to keep the locker areas clean and dispose of all trash.
4. Individuals are asked to inform staff members if the facilities require attention.
5. Individuals shall report the presence of suspicious individuals to a staff member.

Kid's Club

1. The Kid's Club is open to children of members only. You must pre-register for the Kid's Club before you can check in.
2. Children must be 6 months to 11 years old.
3. Children must have the ability to independently use the restroom, or a parent will be notified for assistance with changing if necessary.
4. The Kid's Club hours:
 - Monday-Friday: 8:00 a.m. – 12:00 p.m. and 4:00 p.m. – 8:00 p.m.
 - Saturday: 8:00 a.m. – 12:00 p.m.
 - Sunday: 12:00 p.m. – 4:00 p.m.
5. Children may remain in the Kid's Club for a maximum of two (2) hours after check-in. Parents will be issued a warning along with a reminder of the Kid's Club policy for the first late pickup, after that each late pickup will result in a \$5.00 charge for every 5 minutes late, after 15 minutes, admission to Kid's Club will be suspended.
6. No food, strollers, toys, or personal items in the Kid's Club. Kids may bring a labeled water bottle.
7. Parent/guardian may not leave the Recreation Center while the child is in the Kid's Club.
8. For the safety of all children and Kid's Club personnel, children displaying any signs of illness, or engaging in disruptive, or unmanageable behavior will not be allowed to remain in the Kid's Club.

General Pool Rules

1. Children under the age of 10 must be accompanied by an adult at least 18 years of age.
2. All children 4 years old and under must have an adult within arm's reach at all times. (No more than 3 children per adult).
3. All swimmers under the age of 18 that attend the pool without an adult will be required to sign in.
4. All swimmers must be in a swimsuit (**NO CUT-OFFS ALLOWED**). Spectators may accompany a person attired in a swimsuit into the pool grounds provided the

spectators remain in the concession area or on benches. Spectators wearing street clothes are not allowed in the water. **SPECTATORS MUST PAY THE REGULAR ADMISSION FEE.**

5. All patrons aged 3 and over must pay the full price of admission. Patrons who leave the pool must pay to re-enter, unless they have a membership.
6. Admission to the pool may be denied for any individual for any of the following reasons:
 - a. When it is apparent that the individual is physically or mentally unable to care for him or herself.
 - b. Intoxication or under the influence of drugs.
 - c. Evidence of contagious disease.
 - d. Open wounds or sores.
 - e. Any person whose admittance, in the opinion of the Pool Manager, would be detrimental to the safety of patrons and the operation of the pool.
7. The Pool Manager or designee has the authorization to request anyone to take a soapy shower before entering the pool.
8. Abusive or profane language will not be permitted.
9. No fireworks are permitted on pool grounds.
10. Glass bottles and containers are not permitted. Food and beverages brought into the facility must be in plastic containers and confined to the designated areas.
11. There shall be no running, rough play, or fighting on the pool deck, in the locker rooms, or in the water. Dunking, riding shoulders, etc., is not allowed. Patrons are not allowed to throw other patrons into the water. Diving off the shoulders or hands of other patrons is not permitted.
12. Excessive or inappropriate displays of affection are not allowed.
13. Swimmers must stay off lane ropes, safety lines, and lifeguard stands.
14. Loitering is not permitted adjacent to the pool entrance.
15. **Only U.S. Coast Guard** approved floatation devices are allowed. NO other type of flotation device is permitted except during designated times.
16. No fins or snorkels are allowed.
17. Some guests may be required by lifeguard staff to wear a lifejacket if deemed necessary.
18. Only employees are permitted in the filter areas, mechanical rooms, storage rooms, guard rooms, etc.
19. Animals are not allowed inside the pool area.
20. Diving is not permitted in water less than 5 feet deep or where NO DIVING is posted.

21. Swimmers are not allowed in water past shoulder depth unless they pass the following swim test:
 - a. Jump (feet first) into deep water (defined as water level at the chin).
 - b. Level off into swimming position.
 - c. Swim the width of the pool using any stroke.
 - d. Demonstrate an ability to breathe while swimming.
22. Unnecessary conversation with lifeguards while they are on duty is not permitted.
23. Infants must wear the appropriate waterproof diaper while in the pool.
24. No thong or other inappropriate bathing suits allowed. Suits will be determined inappropriate at the discretion of pool or recreation center staff.
25. Lifeguards may impose additional rules to ensure the safety or enjoyment of patrons.

Splash Area

1. Children of any age are permitted in the Splash Area.
2. Children must be supervised by a responsible person at least 18 years of age near or around the Splash Area.
3. All general rules and regulations for the pool grounds apply to the use of the splash pad area.
4. Balls and small toys are permitted in the splash pad area.
5. No regular diapers are to be worn. Infants and children must have on a swim diaper.

Slide Rules

1. Swimmers must be able to swim safely to the exit ladder.
2. Adults must not wait beneath the slide to catch a child; they must wait at the bottom of the stairs until the rider safely exits the slide and then promptly vacate the area.
3. Only one person may go down each slide at a time.
4. Must go feet first.
5. Only one person is allowed on ladders at a time.
6. Swimmers under the age of 12 must pass a swim test and be issued a wristband before being allowed down the slide without a lifejacket.
7. No running, standing, kneeling, rotating, tumbling, crawling, or stopping in the slide.
8. Hands must remain inside the slide at all times.
9. No diving from the slide.
10. No horseplay.

The pool manager or designee may eject and suspend persons from the pool area for violation of pool rules, not following lifeguards or managers, or any other action detrimental to the safety and orderly operation of the pool. In case of serious misconduct, the police department will be called. In cases involving children, parents will be notified.

The Aquatic staff, including lifeguards and swim instructors, have the final say in what is allowed and safe and will use full discretion to ensure the safety of the pool.

Party Packages *(Also included in Chapter 28 of the Alvin Code of Ordinances)*

Nerf Party Package

Includes one (1) hour in private party room with tables and chairs for 25 guests and one (1) hour of private gym time with inflatables to hide behind and a variety of games led by staff or just free play ...Nerf said.

- \$225.00 Member Rate
- \$300.00 Non-members Rate

Game-On Party Package

Includes one (1) hour in a private party room with tables and chairs for 25 guests and one (1) hour of private gym time and GAME ON party planner to keep you playing.

- \$225.00 Member Rate
- \$300.00 Non-Member Rate

Lego Party Package

Includes two (2) hours in a party room with tables and chairs for 25 guests building, creating, and completing Lego challenges with your own assigned Lego master.

- \$225.00 Member Rate
- \$300.00 Non-Member Rate

Personalized Escape Room Party Package

Includes two (2) hours in a party room with tables and chairs for 25 guests and a personalized escape room puzzles to open the chest for awesome prizes. The Rec desk will help you select your puzzles.

- \$225.00 Members Rate
- \$300.00 Non-Member Rate

Nailed-It Party Package

Includes two (2) hours in a party room with tables and chairs for 25 guests recreating two (2) baking projects. Nailed it project options are available upon booking.

- \$325.00 Members
- \$400.00 Non-Members

Private Pool Parties

Includes two (2) hours at the Recreation Center Pool for up to 100 guests and a birthday attendant to help set up and carry party items in and out.

- \$225.00 Member Rate
- \$300.00 Non-member Rate

Rental Policy

1. Party packages must be paid for in full at the time of rental.
2. Going beyond the specified guest limit could lead to either the refusal of entry for those extra guests or incurring an extra charge of up to \$25 per guest, depending on the party arrangements.
3. No refunds will be issued for the hours or equipment not used.
4. All customer cancelations are subject to a \$25 cancellation fee. Cancelations within two (2) weeks of the reservation date shall be subject to an additional \$75 fee. Full or partial refunds will be considered for rentals canceled by the Parks and Recreation Department. Patrons are encouraged to reschedule to another open date in lieu of a refund. Refunds will be returned in the form of a check 4-6 weeks after the request is received.

Room Rental Rules

1. Animals Prohibited – no animals are permitted in or around the Recreation Center except service animals or approved by the Recreation Superintendent.
2. Equipment – the audio-visual equipment shall not be removed from the Recreation Center unless expressed written authorization by the Director of Parks and Recreation.
3. Decorations – decorations may not be displayed in a manner that would damage, puncture, or leave residue upon removal (ex. thumbtacks, tape, staples, etc.).
4. Open Flames – the use of open flames and flammable material is not allowed inside the Recreation Center. These include but are not limited to, torches, incense burners, charcoal grills, and candle center pieces. Exceptions may be granted for the use of small flame producing devices such as candles on cakes and in ceremonies, and sterno-type materials used to maintain food temperature.
5. Thermostat Controls – the user shall not attempt to adjust the thermostat controls. Users of the Center may be held liable for any damage caused from tampering with these instruments.
6. Personal Losses and Damages – the City of Alvin is not responsible for lost, damaged or misplaced property placed in or on its facilities or grounds. Furthermore, the City of Alvin is released and discharged from any and all liability for loss injury, or damage to persons or property that may be sustained arising out of the use or occupancy of the Recreation Center and its grounds.
7. Clean-Up – failure to properly clean the reserved area will result in a forfeiture of the room rental deposit (if applicable) and/or subject to actual cleaning and repair costs.
 - a. All spillages will be properly cleaned.
 - b. All floors must be swept, and spills mopped.
 - c. All trash and debris must be removed from the building and parking lot and placed in the onsite dumpster provided.
 - d. All tables and chairs must be returned to their original location.

8. Damages to Center – the renter is responsible for any damages caused during their rental times. To the extent the deposit is insufficient to pay for all the damages the renter shall be liable for the difference.
9. On Site Representative – the renter or his/her designated representative is required to be present at the Recreation Center and must be available to City personnel during the entire course of the rental period.
10. Arrival – a staff member will greet renters upon arrival and escort them to their rented space and be available to answer any questions. Prior to leaving, it is necessary for the renter to check in with a staff member to confirm that the room has been restored to its original condition prior to rental.
11. Advertising – the use of the Recreation Center by an individual or group does not constitute endorsement of that individual, group, vendor, agency, philosophy, opinion or product by the Center or the City of Alvin. No advertisement or announcement implying endorsement will be permitted. All promotional or advertising copies that includes the Recreation Center name must be approved prior to release by the Recreation Superintendent or a designated representative.
12. Abuse of Operational Rules – any person who abuses the operational rules or any other laws or policies applicable to the Center may be required to vacate the Center and may be barred from further use of the Center.
13. Marquee Use – marquee use shall be at the discretion of the Parks Director with the primary use for advertisement related to recreational programs, events, and related information.

Reservation Requirements

1. Reservations may be made by contacting the Alvin Recreation Center, 3201 TX 35, Alvin, Texas 77511, or by calling 281-388-4299.
2. Recreation activities and programs will have priority use of the Center. All other reservations will be made on a first-come, first-serve basis.
3. Rental reservations may not be made more than (3) three months in advance.
4. Groups or individuals may not reserve a rental space on a standing, weekly basis for more than six (6) months. This will allow the renter time to locate a permanent meeting place. Future rental periods and/or extension of rentals will be evaluated by the Recreation Superintendent.
5. Reservations shall be made by an adult (18 or older) having a minimum of three (3) hours which includes set up and clean up by renter.
6. Recreation Center order of priority usage – Rec Center activities and programs, or programs sponsored by the City of Alvin.
7. To qualify for the member rate, membership must be active at minimum ninety days (90) days prior to rental.
8. City staff may enter the Recreation Center at any time for any purpose necessary, incidental to or connected with any other program's use of the Recreation Center or

in the exercise of the City's governmental functions. Any such re-entry shall not constitute a trespass or create a cause of action for damages against the City.

9. All cancellations of rentals must be requested in writing to the Recreation Center staff. The following refund schedule will apply:

- Two (2) weeks or more notice: full refund less a \$25 refund processing fee.
- Less than two (2) weeks' notice: \$75.00 Cancellation Fee, \$25.00 Refund Processing Fee.

This area intentionally left blank.

Room Rental Fees

Rec Room

Refundable Deposit – Clean-up/Damage Deposit	\$100.00
Member Rate	\$60.00 per hour
Non-Member Rate	\$70.00 per hour

Gym

Refundable Deposit – Clean-up/Damage Deposit	\$150.00
Member Rate	\$80.00 per hour
Non-Member Rate	\$90.00 per hour

Exercise Room 1

Refundable Deposit – Clean-up/Damage Deposit	\$100.00
Member Rate	\$70.00 per hour
Non-Member Rate	\$80.00 per hour

Exercise Room 2

Refundable Deposit – Clean-up/Damage Deposit	\$100.00
Member Rate	\$60.00 per hour
Non-Member Rate	\$70.00 per hour

**The entire facility is available for rental upon request at the discretion of the Parks Director*

- The rental fees for the Alvin Recreation Center can be found in Chapter 28 of the Comprehensive Fee Ordinance.
- The hourly rental fees will be calculated by the half hour and hour only.
- Deposit is required at the time of reservation.
- Payment for rental period shall be paid in full two (2) business days prior to rental date.
- Payment made within two (2) business days of rental date, excluding holidays, must be made in cash or credit card.



AGENDA COMMENTARY

Meeting Date: 2/1/2024

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider Ordinance 24-G, amending Chapter 28, Comprehensive Fee Ordinance, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of adding fees for memberships, room rentals, and party packages for the Alvin Recreation Center located at 3201 State Highway 35, Alvin, Texas; providing for publication; providing for an effective date; and setting forth other provisions related thereto.

Type of Item: Ordinance

Summary: Over the previous months, City staff has met routinely to discuss the ownership and operational transition of the YMCA facility to the City. Part of these meetings required staff to create Rules, Regulations & Fees for the usage of the Recreation Center. Staff utilized Lake Jackson and Angleton recreation center policies as a framework to create this policy. The Parks Board reviewed and provided recommendations at the January 6, 2024 Park Board meeting. These recommendations were included in the policy which was presented to City Council at the January 18, 2024 workshop. City Council recommendations were as follows, and have been included in the ordinance:

- offer \$5 member guest pass

Staff recommends approval of Ordinance 24-G.

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: 1/24/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Ord 24-G; Recreation Center Fees

Recommendation: Move to approve Ordinance 24-G, amending Chapter 28, Comprehensive Fee Ordinance, of the Code of Ordinances of the City of Alvin, Texas for the purpose of adding fees for memberships, room rentals, and party packages for the Alvin Recreation Center located at 3201 State Highway 35, Alvin, Texas; providing for publication; providing for an effective date; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒

ORDINANCE NO. 24-G

AN ORDINANCE AMENDING CHAPTER 28, COMPREHENSIVE FEE ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF ADDING FEES FOR MEMBERSHIPS, ROOM RENTALS, AND PARTY PACKAGES FOR THE ALVIN RECREATION CENTER LOCATED AT 3201 STATE HIGHWAY 35, ALVIN, TEXAS; PROVIDING FOR PUBLICATION; PROVIDING FOR AN EFFECTIVE DATE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

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

“Sec. 28-2. In General.

...

PARKS AND RECREATION

...

(7) Recreation Center Fees

Monthly Memberships:

Individual Alvin Resident\$30.00

Individual Non-Resident\$45.00

Family Alvin Resident\$40.00

Family Non-Resident\$55.00

Annual Memberships

Individual Alvin Resident\$300.00

Individual Non-Resident\$400.00

Family Alvin Resident\$400.00

Family Non-Resident\$550.00

Discounts

One discount per household per account.

Senior (65+) Discount.....\$15.00 monthly / \$175 annually

Veterans Discount\$15.00 monthly / \$175 annually (must show veterans ID or DD214).

Day Pass

Per Person.....\$10.00

Per Person for Member guests (Member must be present with guests)\$5.00

Party Packages

Nerf Party Package

Member Rate.....\$225.00

Non-Member Rate.....\$300.00

Game-On Party Package

Member Rate.....\$225.00

Non-Member Rate.....\$300.00

Lego Party Package

Member Rate.....\$225.00

Non-Member Rate.....\$300.00

Personalized Escape Room Party Package

Member Rate.....\$225.00

Non-Member Rate.....\$300.00

Nailed-It Party Package

Member Rate.....\$325.00

Non-Member Rate.....\$400.00

Private Pool Parties

Member Rate.....\$225.00

Non-Member Rate.....\$300.00

• • •

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

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

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

Section 5. Proper Notice and Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*. Notice was also provided as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

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

PASSED and APPROVED on the 1st day of February 2024.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 2/1/2024

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Consider Resolution 24-R-04, amending the Alvin Museum Agreement related to the Alvin Museum Society's utilization of the former Alvin Post Office building; and authorize the Mayor to sign the Agreement upon legal review.

Type of Item: Resolution

Summary: The City owns the former Alvin Post Office facility located at 300 W. Sealy Street, Alvin. In 1998, 2016 and 2017, 2019, the City adopted resolutions providing for the Alvin Museum Society's right to occupy and utilize the building for the purpose of collecting, maintaining, preserving and showcasing documentation, artifacts and relics of Alvin's past.

This Resolution amends the current agreement to reflect the following minor changes recommended by staff and the Alvin Museum Society:

1. remove wording that refers to the building as the 'former old Alvin Post Office' and using the word 'museum'
2. includes telephone services as a responsibility of the city (to reflect current practice as the city currently pays for telephone services at the museum)
3. grammatical changes

Staff recommends approval of Resolution 24-R-04.

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: 1/29/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Res 24-R-04; Alvin Museum Agreement
2. Museum City Agreement 2024; Final
3. Museum City Agreement 2024; Redlined

Recommendation: Move to approve Resolution 24-R-04, amending the Alvin Museum Agreement related to the Alvin Museum Society's utilization of the former Alvin Post Office building; and authorize the Mayor to sign the Agreement upon legal review.

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

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

RESOLUTION NO. 24-R-04

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, MODIFYING THE ALVIN MUSEUM AGREEMENT RELATED TO THE ALVIN MUSEUM SOCIETY'S UTILIZATION OF THE FORMER ALVIN POST OFFICE BUILDING.

WHEREAS, the City of Alvin owns the former federal Alvin Post Office building located at 300 W. Sealy Street, Alvin; and

WHEREAS, the City Council of the City of Alvin finds and determines that allowing the Alvin Museum Society (the "Museum Society") to utilize the former post office building (the "Building") for office space, exhibits, storage, functions, and other events would be in the best interest of the residents of Alvin and visitors to the City of Alvin; and

WHEREAS, on May 19, 2016, the City Council adopted Resolution 16-R-15 authorizing the Museum Society to occupy and utilize the former Alvin Post Office building with certain conditions; and

WHEREAS, on January 19, 2017, the City Council adopted Resolution 17-R-03 approving an agreement to establish the Alvin Museum Society's utilization of the former Alvin Post Office building

WHEREAS, on February 1, 2019, the City adopted Resolution 19-R-07 approving the Alvin Museum Agreement, establishing the Alvin Museum Society's utilization of the former Alvin Post Office building owned by the City; and

WHEREAS, both the City and the Museum Society desire to modify the terms of their agreement; and

WHEREAS, Resolution 24-R-04, modifies the current agreement and supersedes any and all previous agreements entered into between the City and the Museum; **NOW, THEREFORE**,

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

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

Section 2. Proceedings. That the Amended Alvin Museum Agreement attached hereto is approved and the Mayor is authorized to execute the Agreement.

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

Section 4. Effective Date. This resolution shall take effect upon its adoption.

PASSED AND APPROVED on this the 1st day of February, 2024.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA §

ALVIN MUSEUM AGREEMENT

This Agreement (the “Agreement”) is made and entered into on this the 1st day of February 2024, by and between the City of Alvin, a home rule city and municipal corporation of the State of Texas (the “City”), and the Alvin Museum Society (the “Museum Society”), a non-profit organization under Section 501 (c) (3) of the Internal Revenue Code.

W I T N E S S E T H :

WHEREAS, the City is the owner of a facility located at 300 W. Sealy, Alvin, Texas; and

WHEREAS, in 1998, the City adopted Resolution No. 98-R-18 which stated its commitment to the establishment of the Alvin Historical Museum and defined provisions between the City and the Museum Society; and

WHEREAS, the citizens of Alvin voted a bond issue to renovate 300 W. Sealy, Alvin, Texas (the former post office building) for use as a Museum; and

WHEREAS, the Museum Society offers the preservation of Alvin’s historical past; and

WHEREAS, on May 19, 2016, the City adopted Resolution 16-R-15 authorizing the Museum Society to occupy and utilize the former Alvin Post Office building with certain conditions; and

WHEREAS, on January 19, 2017, the City adopted Resolution 17-R-03 approving the Alvin Museum Agreement, establishing the Alvin Museum Society’s utilization of the former Alvin Post Office building; and

WHEREAS, on February 1, 2019, the City adopted Resolution 19-R-07 approving the Alvin Museum Agreement, reestablishing the Alvin Museum Society’s utilization of the former Alvin Post Office building owned by the City; and

WHEREAS, both the City and the Museum Society agree that it would be mutually beneficial for the Museum Society to collect, maintain, preserve and showcase documentation, artifacts and relics of Alvin’s past for current and future generations to enjoy in the museum building located at 300 W. Sealy, Alvin, Texas; and

WHEREAS, the parties desire to modify the terms of the current agreement; and

WHEREAS, Resolution 24-R-04, approving this Agreement, supersedes any and all previous agreements entered into between the City and Museum Society;

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained, the City and the Museum Society hereby covenant and agree as follows:

ARTICLE I.

USE OF THE MUSEUM

1.01 Permitted Uses

The Museum Society shall utilize the ground and second floor (mezzanine) of the Museum to collect, preserve, hold, and display documentation, artifacts and relics of Alvin's history. The Museum Society shall determine regular hours of operation for the public to view and tour the museum. The Museum Society shall establish and post entry or event fees for visitors.

The Museum Society shall be allowed use of the Museum to provide a place to:

- a. hold meetings
- b. office space
- c. storage
- d. functions
- e. exhibits
- f. serve alcohol at private events; and
- g. other related purposes.

The Museum Society shall be allowed to utilize the first floor, including the storage/work area. If the Museum Society desires to use additional space, an amendment to this Agreement shall be required. The City shall continue to utilize the basement area of the Museum for City purposes and may allow the Museum Society to utilize a portion of the basement for storage at the discretion of the City Manager, taking into consideration storage space needed by the City.

1.02 Quarterly Report

The Museum Society shall submit an Operational Report to the City Manager by the 10th day of January, April, July, and October of each year.

1.03 Maintenance

The Museum Society agrees to accept the Museum in its present condition and confirms its suitability and sufficiency for the use proposed by the Museum Society. The Museum Society agrees to maintain the Museum in a clean condition. The Museum Society shall not make any improvements in or changes to the Museum building without written approval of the City Manager.

Responsibilities of the Museum Society:

- The Museum Society shall notify the City Manager before any event or function scheduled to occur outside of normal city business hours
- The Museum Society agrees to be the sole responsible party for patrons attending any event or function serving alcohol
- Creation and maintenance of all displays including any changes in the electrical or lighting required for the displays
- Security systems
- Furniture and equipment not part of the building
- Volunteers or paid staff to enable the public entry and the operation of the Museum
- Supplies
- Front sign

Responsibilities of the City:

- Utilities including electricity, water, sewer, garbage collection, and fire equipment monitoring
- Weekly Janitorial service or in response to special situations
- Maintenance of the exterior of the building and grounds, including lighting, mowing, edging, trimming, cleaning, landscaping, and repair
- Maintenance of the interior of the building including all portions of the original building or parts of the renovation of the building
- Internet & telephone service

In the event that the building and/or infrastructure (i.e., electrical, plumbing, roofing, pipes, etc.) should require maintenance and/or repairs which costs exceed the City budget for the Museum and the City does not have funds during the fiscal year to make such repairs, the City shall not be held liable to make such repairs until funding shall become available unless repairs or alternative measures are required to protect the assets of the Museum Society. During such an interim period, the Museum may be required to close to the public if such issues are a risk to public health and safety.

1.04 No Waste, Nuisance or Unlawful Use

The Museum Society shall not permit, or allow to be permitted, any waste on or at the Museum, nor shall the Museum Society create or allow any nuisance or unsafe condition to exist on or at the Museum. The Museum Society shall not allow the Museum to be used for any unlawful purpose.

1.05 Right-of-Entry

The City may enter the Museum at any time for any purpose necessary, incidental to, or connected with, the Museum Society or in the exercise of the City's governmental functions. Any such entry or re-entry shall not constitute a trespass or create a case of action for damages against the City. The Museum Society shall provide to the City Manager or his designee a master key to the building and codes to all alarm systems.

1.06 Security Measures

The Museum Society shall comply with the City's security requirements with respect to the Museum building.

- All alarm systems shall be activated and the building secured when the building is not occupied.
- When alcohol is served at private events, the Museum Society shall comply with all state, county and local rules.
- In the event alcohol is to be present for rental of the Museum premises, an Alvin Police Officer is required for security purposes. The City Manager shall be the point of contact for any specific requirements.

This shall also include meeting all City codes and regulations unless waived in writing by the City Manager.

ARTICLE II. TERM AND TERMINATION

2.01 Term

The term of this Agreement shall be five (5) years and commence on February 1, 2024, and shall end on February 1, 2029. Either party may send written notice to the other not less than one-hundred eighty (180) days prior to expiration of the Agreement indicating its desire to end this Agreement. This Agreement shall continue in force until such time that it is terminated by either party according to the requirements stated above.

2.02 Modification of Agreement

Terms of the Agreement may be renegotiated from time to time. Any changes to this Agreement must be in writing and shall require the City Council's and the Museum Society's approval.

2.03 Termination of Agreement

- a) Termination of this Agreement by the City shall be by Resolution adopted by the City Council. Before any such Resolution is adopted, Museum Society shall be given at least thirty (30) days advance written notice. Notice shall set forth the causes and reasons for the proposed termination, shall advise Museum Society that it will be provided an opportunity to be heard by City Council regarding such proposed action before any such action is taken, and shall set forth the time, date, and place of the meeting where Council will consider the termination of this Agreement.
- b) In the event of termination for cause, the City shall have the right to retain possession of the museum building, subject to the provisions of this Agreement.
- c) In the event that the Museum Society can no longer operate and maintain the Museum in a manner acceptable to the City, the Museum Society will relinquish control of the museum building to the City, thereby terminating this Agreement.
- d) In the event of a natural or man-made disaster causing substantial damage to the museum building, the City, at its option, may select another site to locate the Museum. Should insurance not provide ample funds to repair the existing building and/or to construct a new building, the City, at its option, may elect to transfer such insurance monies to the Museum Society to proceed on its own to renovate an existing building or to construct a new facility and then terminate this Agreement.

ARTICLE III. **INSURANCE**

- 3.01 The City agrees that at its sole cost, it will procure and maintain in full place and effect during the term hereof, a policy of insurance to cover damages of the physical building and shall include general liability insurance.
- 3.02 The Museum Society shall provide insurance for its contents and personal property under its care, custody and control and liability insurance for any and all visitors and its volunteers in an amount satisfactory to the City. The Museum Society shall indemnify and hold the City harmless for any and all claims that arise during the Museum Society's utilization of the museum building.

- 3.03 The Museum Society shall reimburse the City for any deductible amount(s) charged by the insurance carrier for the City charged as a result of damages to the physical building caused by the Museum Society.

ARTICLE IV.
MISCELLANEOUS PROVISIONS

4.01 Modifications

This Agreement cannot be modified except upon written authorization of the City Council. No officer or employee shall have the right to extend, modify, or change the terms hereof except by written authority of the City Council and the Museum Society.

4.02 Assignment

This Agreement cannot be assigned without prior written approval of the City Council and the Museum Society.

4.03 Notice

All notices required or provided pursuant to this Agreement shall be in writing and includes electronic communication. Notice by electronic communication shall be effective with a 'read receipt' confirmation. Notice by mail shall be effective when deposited in the United States mail, either certified or registered mail. All notices shall be addressed or emailed to the respective party at the addresses set forth below:

City of Alvin
City Manager
216 W. Sealy
Alvin, Texas 77511
jroland@cityofalvin.com

Alvin Museum Society
President
P.O. Box 1902
Alvin, Texas 77512-1902
alvinms@att.net

4.04 Applicable Laws

The Museum Society covenants and agrees that it will fully comply with all laws, ordinances, rules and regulations of the City, the State of Texas, and the United States applicable to, related to, or touching upon its operations within the Museum building located at 300 W. Sealy, Alvin, Texas.

4.05 Licenses and Permits

The Museum Society shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation of any regulatory body having jurisdiction over the conduct of its operation, unless waived in writing or covered by the City.

4.06 Entire Agreement

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

4.07 Severability

In the event any covenant, condition, or provision contained herein is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition, or provision shall in no way affect any other covenant, condition, or provision contained herein, provided that the invalidity of any such covenant, condition, or provision does not materially prejudice either the City or the Museum Society in its respective rights and obligation contained in the valid covenants, conditions, and provisions of the Agreement.

4.08 Remedies Cumulative

The City's right to terminate the Agreement under Section 2.03 is not exclusive, and the City's termination of the Agreement shall not constitute an election of remedies. Instead, it shall be in addition to any and all other legal and equitable rights and remedies which the City may have.

4.09 Place or Performance

This Agreement shall be performable and enforceable in Brazoria County, Texas, and shall be construed in accordance with the laws of the State of Texas.

4.10 Benefit

This Agreement is made for the sole and exclusive benefit of the City of Alvin and the Museum Society and is not made for the benefit of any third party.

4.11 Ambiguities

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

4.12 Successors and Assigns.

This Agreement may not extend to any successor of the Museum Society without the written consent of the Alvin City Council.

ALVIN MUSEUM SOCIETY

CITY OF ALVIN

By: _____

Name: Donna Starkey

Title: President

By: _____

Gabe Adame

Mayor

ATTEST/SEAL

ATTEST/SEAL

By: _____

Name: Tom Stansel

Title: Chief Operations Officer

By: _____

Dixie Roberts

City Secretary

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA §

ALVIN MUSEUM AGREEMENT

This Agreement (the “Agreement”) is made and entered into on this the 1st day of February 2024, by and between the City of Alvin, a home rule city and municipal corporation of the State of Texas (the “City”), and the Alvin Museum Society (the “Museum Society”), a non-profit organization under Section 501 (c) (3) of the Internal Revenue Code.

WITNESSETH:

WHEREAS, the City is the owner of a facility located at 300 W. Sealy, Alvin, Texas; and

WHEREAS, in 1998, the City adopted Resolution No. 98-R-18 which stated its commitment to the establishment of the Alvin Historical Museum and defined provisions between the City and the Museum Society; and

WHEREAS, the citizens of Alvin voted a bond issue to renovate 300 W. Sealy, Alvin, Texas (the former post office building) for use as a Museum; and

WHEREAS, the Museum Society offers the preservation of Alvin’s historical past; and

WHEREAS, on May 19, 2016, the City adopted Resolution 16-R-15 authorizing the Museum Society to occupy and utilize the former Alvin Post Office building with certain conditions; and

WHEREAS, on January 19, 2017, the City adopted Resolution 17-R-03 approving the Alvin Museum Agreement, establishing the Alvin Museum Society’s utilization of the former Alvin Post Office building; and

WHEREAS, on February 1, 2019, the City adopted Resolution 19-R-07 approving the Alvin Museum Agreement, reestablishing the Alvin Museum Society’s utilization of the former Alvin Post Office building owned by the City; and

WHEREAS, both the City and the Museum Society agree that it would be mutually beneficial for the Museum Society to collect, maintain, preserve and showcase documentation, artifacts and relics of Alvin’s past for current and future generations to enjoy in the museum (the former old Alvin Post Office) building located at 300 W. Sealy, Alvin, Texas; and

WHEREAS, the parties desire to modify the terms of the current agreement; and

WHEREAS, Resolution 24-R-___, approving this Agreement, supersedes any and all previous agreements entered into between the City and Museum Society;

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained, the City and the Museum Society hereby covenant and agree as follows:

ARTICLE I.
USE OF THE MUSEUM

1.01 Permitted Uses

The Museum Society shall utilize the ground and second floor (mezzanine) of the Museum to collect, preserve, hold, and display documentation, artifacts and relics of Alvin's history. The Museum Society shall determine regular hours of operation for the public to view and tour the museum. The Museum Society shall establish and post entry or event fees for visitors.

The Museum Society shall be allowed use of the Museum to provide a place to:

- a. hold meetings
- b. office space
- c. storage
- d. functions
- e. exhibits
- f. serve alcohol at private events; and
- g. other related purposes.

The Museum Society shall be allowed to utilize the first floor, including the storage/work area. If the Museum Society desires to use additional space, an amendment to this Agreement shall be required. The City shall continue to utilize the basement area of the Museum for City purposes and may allow the Museum Society to utilize a portion of the basement for storage at the discretion of the City Manager, taking into consideration storage space needed by the City.

1.02 Quarterly Report

The Museum Society shall submit an Operational Report to the City Manager by the 10th day of January, April, July, and October of each year.

1.03 Maintenance

The Museum Society agrees to accept the Museum in its present condition and confirms its suitability and sufficiency for the use proposed by the Museum Society. The Museum Society agrees to maintain the Museum in a clean condition. The Museum Society shall not make any improvements in or changes to the Museum building without written approval of the City Manager.

Responsibilities of the Museum Society:

- The Museum Society shall notify the City Manager before any event or function scheduled to occur outside of normal city business hours
- The Museum Society agrees to be the sole responsible party for patrons attending any event or function serving alcohol
- Creation and maintenance of all displays including any changes in the electrical or lighting required for the displays
- Security systems
- Furniture and equipment not part of the building
- Volunteers or paid staff to enable the public entry and the operation of the Museum
- Supplies
- Front sign

Responsibilities of the City:

- Utilities including electricity, water, sewer, garbage collection, and fire equipment monitoring
- Weekly Janitorial service or in response to special situations
- Maintenance of the exterior of the building and grounds, including lighting, mowing, edging, trimming, cleaning, landscaping, and repair
- Maintenance of the interior of the building including all portions of the original building or parts of the renovation of the building
- Internet & telephone service

In the event that the building and/or infrastructure (i.e., electrical, plumbing, roofing, pipes, etc.) should require maintenance and/or repairs which costs exceed the City budget for the Museum and the City does not have funds during the fiscal year to make such repairs, the City shall not be held liable to make such repairs until funding shall become available unless repairs or alternative measures are required to protect the assets of the Museum Society. During such an interim period, the Museum may be required to close to the public if such issues are a risk to public health and safety.

1.04 No Waste, Nuisance or Unlawful Use

The Museum Society shall not permit, or allow to be permitted, any waste on or at the Museum, nor shall the Museum Society create or allow any nuisance or unsafe condition to exist on or at the Museum. The Museum Society shall not allow the Museum to be used for any unlawful purpose.

1.05 Right-of-Entry

The City may enter the Museum at any time for any purpose necessary, incidental to, or connected with, the Museum Society or in the exercise of the City's governmental functions. Any such entry or re-entry shall not constitute a trespass or create a case of action for damages against the City. The Museum Society shall provide to the City Manager or his designee a master key to the building and codes to all alarm systems.

1.06 Security Measures

The Museum Society shall comply with the City's security requirements with respect to the Museum building.

- All alarm systems shall be activated and the building secured when the building is not occupied.
- When alcohol is served at private events, the Museum Society shall comply with all state, county ~~or~~ and local rules.
- In the event alcohol is to be present for rental of the Museum premises, an Alvin Police Officer is required for security purposes. The City Manager shall be the point of contact for any specific requirements.

This shall also include meeting all City codes and regulations unless waived in writing by the City Manager.

ARTICLE II. TERM AND TERMINATION

2.01 Term

The term of this Agreement shall be five (5) years and commence on February 1, 2024, and shall end on February 1, 2029. Either party may send written notice to the other not less than one-hundred eighty (180) days prior to expiration of the Agreement indicating its desire to end this Agreement. This Agreement shall continue in force until such time that it is terminated by either party according to the requirements stated above.

2.02 Modification of Agreement

Terms of the Agreement may be renegotiated from time to time. Any changes to this Agreement must be in writing and shall require the City Council's and the Museum Society's approval.

2.03 Termination of Agreement

- a) Termination of this Agreement by the City shall be by Resolution adopted by the City Council. Before any such Resolution is adopted, Museum Society shall be given at least thirty (30) days advance written notice. Notice shall set forth the causes and reasons for the proposed termination, shall advise Museum Society that it will be provided an opportunity to be heard by City Council regarding such proposed action before any such action is taken, and shall set forth the time, date, and place of the meeting where Council will consider the termination of this Agreement.
- b) In the event of termination for ~~default~~cause, the City shall have the right to retain possession of the museum building, subject to the provisions of this Agreement.
- c) In the event that the Museum Society can no longer operate and maintain the Museum in a manner acceptable to the City, the Museum Society will relinquish control of the museum building to the City, thereby terminating this Agreement.
- d) In the event of a natural or man-made disaster causing substantial damage to the museum building, the City, at its option, may select another site to locate the Museum. Should insurance not provide ample funds to repair the existing building and/or ~~a-to~~ construct a new building, the City, at its option, may elect to transfer such insurance monies to the Museum Society to proceed on its own to renovate an existing building or to construct a new facility and then terminate this Agreement.

ARTICLE III. INSURANCE

- 3.01 The City agrees that at its sole cost, it will procure and maintain in full place and effect during the term hereof, a policy of insurance to cover damages of the physical building and shall include general liability insurance.
- 3.02 The Museum Society shall provide insurance for its contents and personal property under its care, custody and control and liability insurance for any and all visitors and its volunteers in an amount satisfactory to the City. The Museum Society shall indemnify and hold the City harmless for any and all claims that arise during the Museum Society's utilization of the museum building.

- 3.03 The Museum Society shall reimburse the City for any deductible amount(s) charged by the insurance carrier for the City charged as a result of damages to the physical building caused by the Museum Society.

ARTICLE IV.
MISCELLANEOUS PROVISIONS

4.01 Modifications

This Agreement cannot be modified except upon written authorization of the City Council. No officer or employee shall have the right to extend, modify, or change the terms hereof except by written authority of the City Council and the Museum Society.

4.02 Assignment

This Agreement cannot be assigned without prior written approval of the City Council and the Museum Society.

4.03 Notice

All notices required or provided pursuant to this Agreement shall be in writing and includes electronic communication. Notice by electronic communication shall be effective with a 'read receipt' confirmation. Notice by mail shall be effective when deposited in the United States mail, either certified or registered mail. All notices shall be addressed or emailed to the respective party at the addresses set forth below:

City of Alvin
City Manager
216 W. Sealy
Alvin, Texas 77511
jroland@cityofalvin.com

Alvin Museum Society
President
P.O. Box 1902
Alvin, Texas 77512-1902
alvinms@att.net

4.04 Applicable Laws

The Museum Society covenants and agrees that it will fully comply with all laws, ordinances, rules and regulations of the City, the State of Texas, and the United States applicable to, related to, or touching upon its operations within the Museum building located at 300 W. Sealy, Alvin, Texas.

4.05 Licenses and Permits

The Museum Society shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation of any regulatory body having jurisdiction over the conduct of its operation, unless waived in writing or covered by the City.

4.06 Entire Agreement

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

4.07 Severability

In the event any covenant, condition, or provision contained herein is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition, or provision shall in no way affect any other covenant, condition, or provision contained herein, provided that the invalidity of any such covenant, condition, or provision does not materially prejudice either the City or the Museum Society in its respective rights and obligation contained in the valid covenants, conditions, and provisions of the Agreement.

4.08 Remedies Cumulative

The City's right to terminate the Agreement under Section 2.03 is not exclusive, and the City's termination of the Agreement shall not constitute an election of remedies. Instead, it shall be in addition to any and all other legal and equitable rights and remedies which the City may have.

4.09 Place or Performance

This Agreement shall be performable and enforceable in Brazoria County, Texas, and shall be construed in accordance with the laws of the State of Texas.

4.10 Benefit

This Agreement is made for the sole and exclusive benefit of the City of Alvin and the Museum Society and is not made for the benefit of any third party.

4.11 Ambiguities

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

4.12 Successors and Assigns.

This Agreement may not extend to any successor of the Museum Society without the written consent of the Alvin City Council.

ALVIN MUSEUM SOCIETY

CITY OF ALVIN

By: _____

Name: Donna Starkey

Title: President

By: _____

Gabe Adame

Mayor

ATTEST/SEAL

ATTEST/SEAL

By: _____

Name: Tom Stansel

Title: Chief Operations Officer

By: _____

Dixie Roberts

City Secretary



AGENDA COMMENTARY

Meeting Date: 2/1/2024

Department: Finance

Contact: Chris Thomas, Director of
Administrative Services

Agenda Item: Acknowledge receipt of the FY 24-Q1 Quarterly Investment Report ending December 31, 2023.

Type of Item: Action Item

Summary: Per the City's investment policy, the investment officer shall provide the governing body with a report detailing the investment activities of the City not less than quarterly. The report provides an overview of the financial health of the City and shows the results of the various investment options used. Commentary and the results of FY23-Q4 investment report are included to provide scope and historical data.

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: 1/29/2024 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: 1/23/24 CT

Supporting documents attached:

1. Investment Report Ending Dec 23

Recommendation: Acknowledge receipt of the FY 24-Q1 Quarterly Investment Report ending December 31, 2023.

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: ☒

Quarterly Investment Report – City of Alvin Ended December 31, 2023

The City of Alvin has 23 accounts based across five different investment institutions (Wells Fargo, TexSTAR, LOGIC, TEXPOOL, and Texas CLASS). Additionally, the City had investments in five (5) separate CDs and/or investment securities at the beginning of the quarter. Two of the investments matured during the quarter leaving three (3) investments remaining to mature during the calendar year. The cash investments for the City as of December 31, 2023, totaled \$140,978,291.85. This represents an increase of \$25,073,022.60 over the previous quarter's total. A large portion of the increase is due to the sale of a new revenue bond during the quarter. Without the bond deposit, the total would have remained constant with a slight increase. 75% of the funds are allocated to investment pools for the City.

The City uses a benchmark of a 91-day T-Bill to measure the investments of each account. There is a low interest rate and high interest rate used as the target range based on the actual coupon value and discounted rates for coupons. For the quarter, many of the investment accounts fell within the targeted range (5.2822% - 5.4419%) or were close to the benchmark percentages. Many of the depository accounts do not approach the benchmark. However, the City must use standard banking depositories to pay vendors and transact daily business that investment pools are not designed for, so the lower interest rates cannot be avoided. The investment officers must balance amounts needed for daily operations with amounts that can be transferred to other higher-yield accounts in order to earn more interest. The benchmark interest rates stayed fairly constant from the previous quarter to the current.

The Weighted Average Maturity (WAM) for the entire portfolio was 8.026 days during the quarter, which is a significant decrease from the previous quarters. This value will trend towards one day as the City continues to move away from longer developing maturities of CDs and investment securities. These investments offer little-to-no liquidity and do not offer a substantially higher interest rate to compensate for the committed time of investment. The City's maximum allowable maturity time varies with the type of investment and can range from 30 days to 3 years. When interest rates are low and extra funds are available, some investment in higher-yielding accounts with longer investment life is advisable. During the current economic climate, investment pools are providing similar interest rates with much better liquidity, and the City has little need to use these long-term investment strategies.

The investment staff is monitoring the market and always looking for potential investments that are safe, have a favorable yield, and allow the City to diversify the investment funds. Any investment method the City uses must maintain at least a AAA rating from one rating agency, so the investment staff monitors the current institutions while looking to add other sources. Should any of the institutions fall below that rating level, funds will be reallocated to ensure the safety of the principal.

ACCOUNT NAME	INSTITUTION	FY 23 - Q1 As of 12-31-22	FY 23 - Q2 As of 3-31-23	FY 23 - Q3 As of 6-30-23	FY 23 - Q4 As of 9-30-23	Prev Qtr Change	Investment Avg Rate
Consolidated	Wells Fargo				\$16,811,310.43		
Utility Billing	Wells Fargo				\$6,517,782.87		
TIRZ	Wells Fargo				\$1,389,558.26		
EMS Medicare	Wells Fargo				\$103,158.97		
Consolidated	TexSTAR				\$9,459,809.70		
2015 CO Bonds	TexSTAR				\$574,411.57		
2018 Revenue Bonds	TexSTAR				\$85,713.36		
2019 CO Bonds	TexSTAR				\$926,509.94		
2019 Revenue Bonds	TexSTAR				\$28,932.82		
COVID	TexSTAR				\$19,427.99		
2021 Water/Sewer Revenue	TexSTAR				\$4,789,058.71		
Operating	LOGIC				\$2,311,943.53		
2022 WS Rev Bonds	LOGIC				\$15,408,461.32		
Series 2023 WSSR Rev Bonds	LOGIC				\$0.00		
General Fund	TEXPOOL				\$1,192,657.64		
TIRZ - Kendall Lakes	TEXPOOL				\$1,425,094.34		
General Account	TEXAS CLASS				\$20,049,938.95		
2020 CO - Fund 319	TEXAS CLASS				\$4,038,664.86		
2020 W&S - Fund 238	TEXAS CLASS				\$7,176,397.11		
CRF 2020	TEXAS CLASS				\$3,481.34		
ARP 2021	TEXAS CLASS				\$740,767.87		
2022 W/S Revenue Bonds	TEXAS CLASS				\$10,743,982.40		
2023 CO	TEXAS CLASS				\$6,161,205.27		
CD (Mature 11/10/23)	JPMORGAN				\$247,000.00		
CD (Mature 9/30/24)	FANNIE MAE				\$1,000,000.00		
CD (Mature 11/6/23)	FREDDIE MAC				\$2,000,000.00		
CD (Mature 12/16/24)	FREDDIE MAC				\$2,000,000.00		
CD (Mature 1/26/24)	FARMER MAC				\$700,000.00		

Total Cash Investments

\$115,905,269.25

91 Day T-Bill Rate (low)

5.2900%

91 Day T-Bill Rate (High)

5.4498%

The investment portfolio of the City of Alvin is in compliance with the investment strategies expressed in the City's investment policy and relevant provisions of Chapter 2256 of the Local Government Code.

ACCOUNT NAME	INSTITUTION	FY 24 - Q1	FY 24 - Q2	FY 24 - Q3	FY 24 - Q4	Prev Qtr	Investment
		As of 12-31-23	As of 3-31-24	As of 6-30-24	As of 9-30-24	Change	Avg Rate
Consolidated	Wells Fargo	\$21,820,669.30				\$5,009,358.87	0.9516%
Utility Billing	Wells Fargo	\$7,920,522.78				\$1,402,739.91	0.9213%
TIRZ	Wells Fargo	\$1,108,904.19				(\$280,654.07)	0.9666%
EMS Medicare	Wells Fargo	\$270,065.36				\$166,906.39	0.8655%
Consolidated	TexSTAR	\$9,587,473.31				\$127,663.61	5.3303%
2015 CO Bonds	TexSTAR	\$282,163.49				(\$292,248.08)	5.3303%
2018 Revenue Bonds	TexSTAR	\$86,870.12				\$1,156.76	5.3304%
2019 CO Bonds	TexSTAR	\$939,013.56				\$12,503.62	5.3303%
2019 Revenue Bonds	TexSTAR	\$29,323.27				\$390.45	5.3301%
COVID	TexSTAR	\$19,690.16				\$262.17	5.3299%
2021 Water/Sewer Revenue	TexSTAR	\$4,777,798.11				(\$11,260.60)	5.3302%
Operating	LOGIC	\$1,129,216.38				(\$1,182,727.15)	5.5469%
2022 WS Rev Bonds	LOGIC	\$15,624,925.03				\$216,463.71	5.5478%
Series 2023 WSSR Rev Bonds	LOGIC	\$24,746,926.70				\$24,746,926.70	5.5400%
General Fund	TEXPOOL	\$1,208,864.01				\$16,206.37	5.3656%
TIRZ - Kendall Lakes	TEXPOOL	\$1,444,459.15				\$19,364.81	5.3656%
General Account	TEXAS CLASS	\$20,333,469.45				\$283,530.50	5.5704%
2020 CO - Fund 319	TEXAS CLASS	\$4,095,776.52				\$57,111.66	5.5704%
2020 W&S - Fund 238	TEXAS CLASS	\$4,841,915.87				(\$2,334,481.24)	5.5699%
CRF 2020	TEXAS CLASS	\$3,530.63				\$49.29	5.5771%
ARP 2021	TEXAS CLASS	\$716,152.30				(\$24,615.57)	5.5704%
2022 W/S Revenue Bonds	TEXAS CLASS	\$10,042,230.01				(\$701,752.39)	5.5704%
2023 CO	TEXAS CLASS	\$6,248,332.15				\$87,126.88	5.5704%
CD (Mature 11/10/23)	JPMORGAN	\$0.00				(\$247,000.00)	4.6000%
CD (Mature 9/30/24)	FANNIE MAE	\$1,000,000.00				\$0.00	5.2500%
CD (Mature 11/6/23)	FREDDIE MAC	\$0.00				(\$2,000,000.00)	2.5000%
CD (Mature 12/16/24)	FREDDIE MAC	\$2,000,000.00				\$0.00	5.0000%
CD (Mature 1/26/24)	FARMER MAC	\$700,000.00				\$0.00	0.8750%

Total Cash Investments

\$140,978,291.85

\$25,073,022.60

91 Day T-Bill Rate (low)

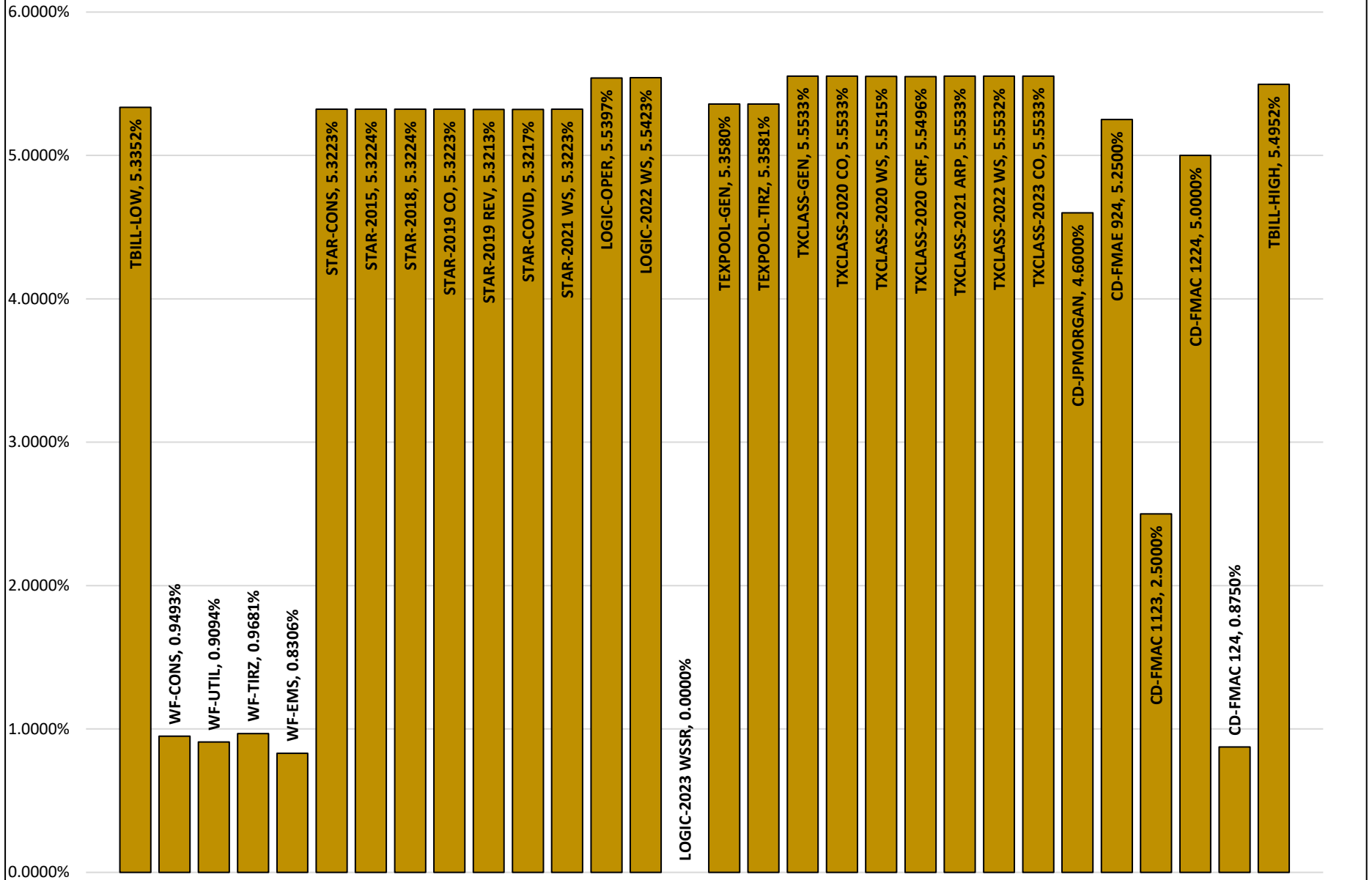
5.2822%

91 Day T-Bill Rate (High)

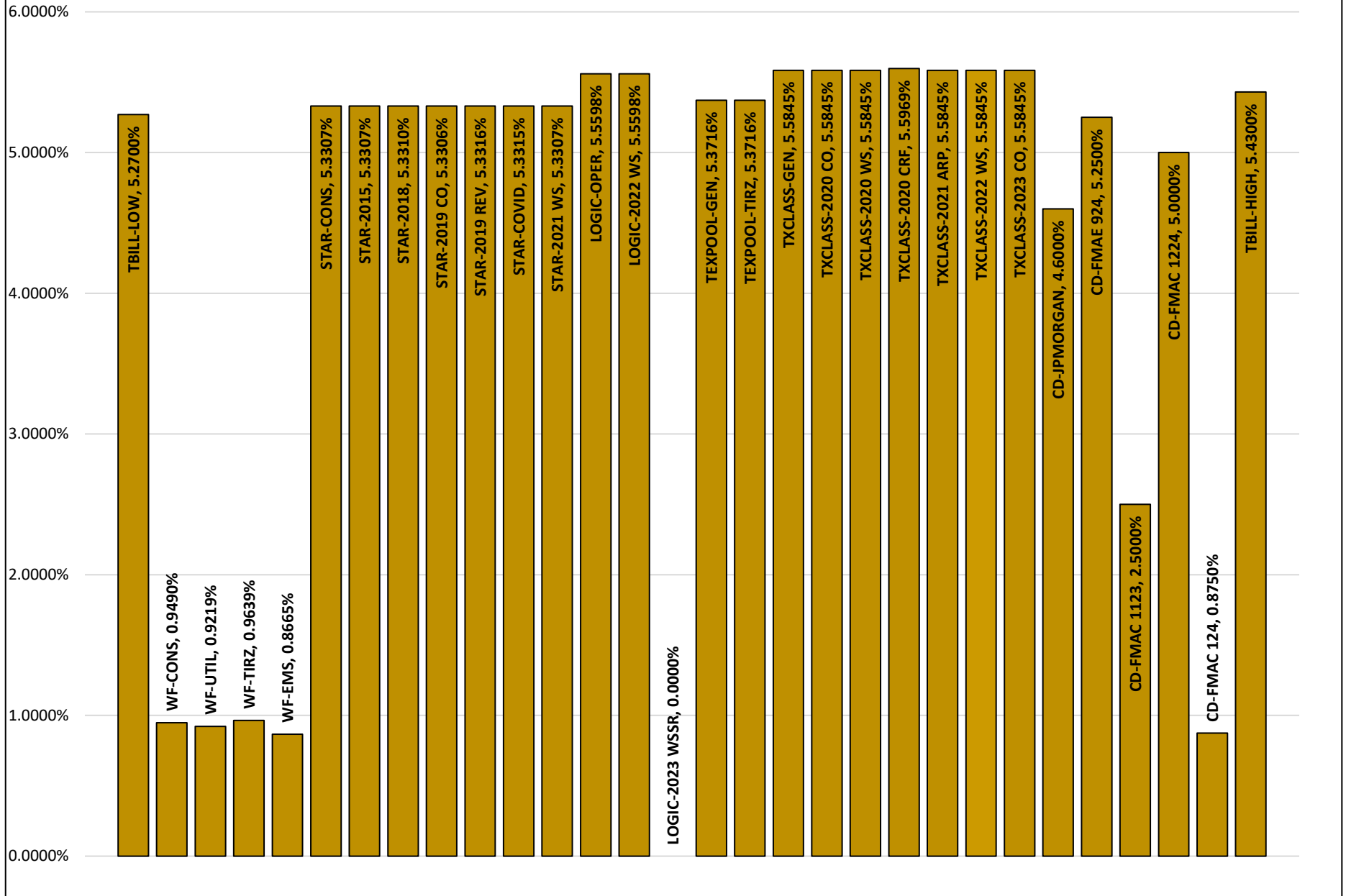
5.4419%

The investment portfolio of the City of Alvin is in compliance with the investment strategies expressed in the City's investment policy and relevant provisions of Chapter 2256 of the Local Government Code.

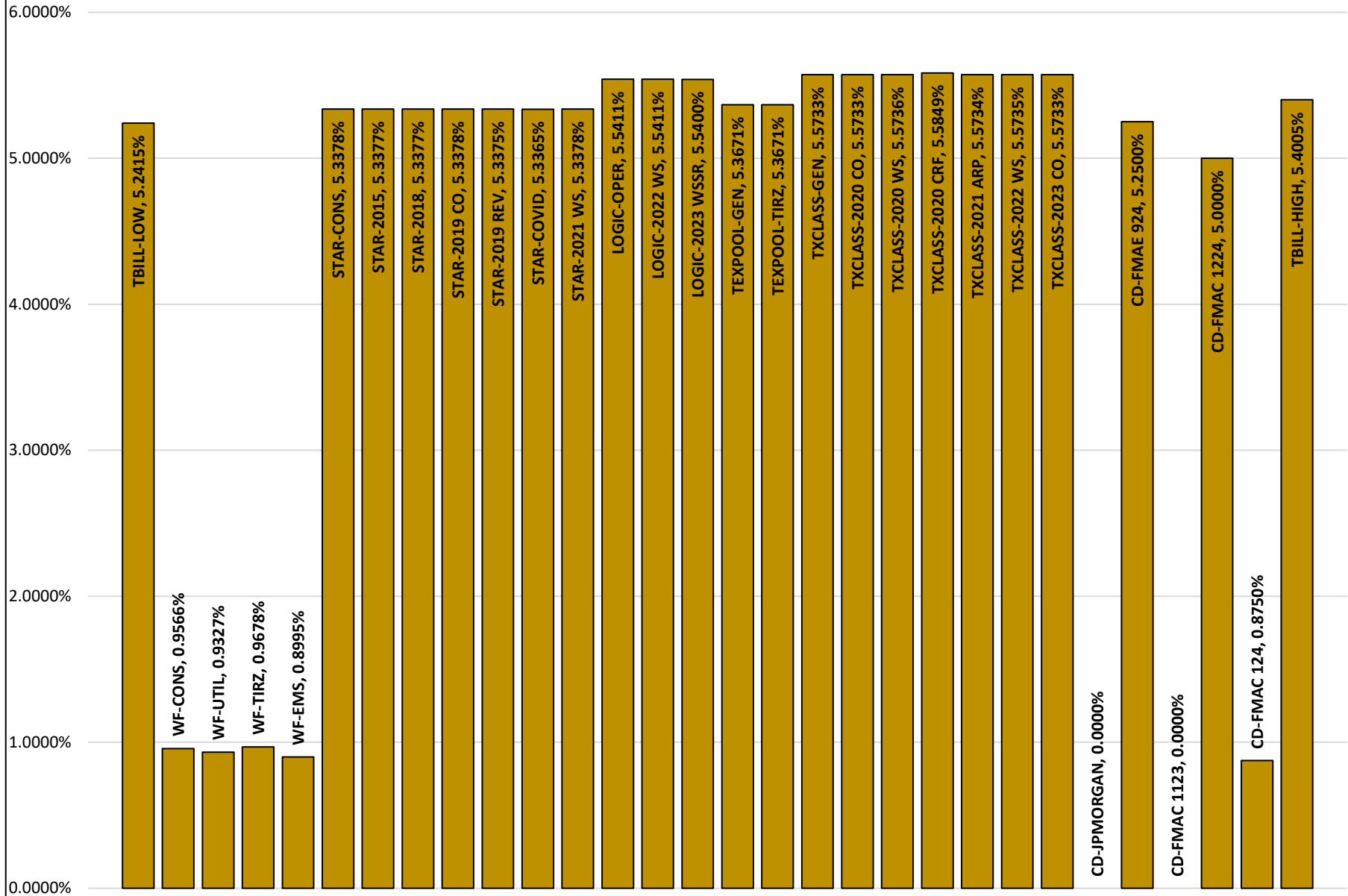
Interest Rate Comparison - October



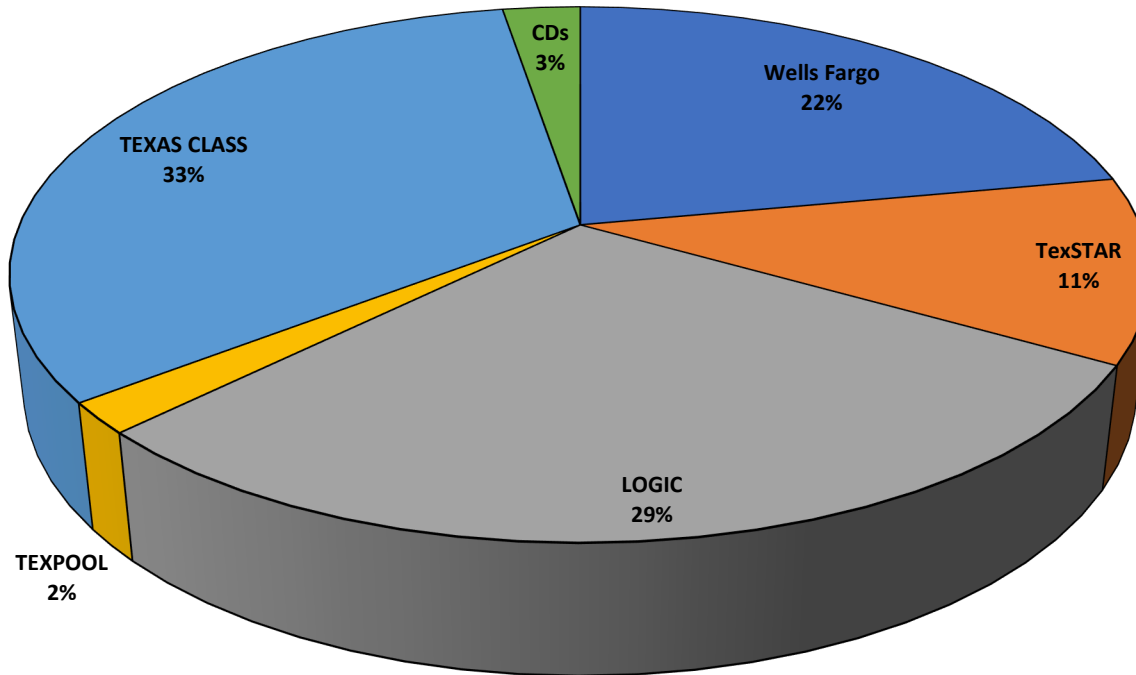
Interest Rate Comparison - November



Interest Rate Comparison - December



Funds Distribution



Christopher Thomas

Christopher Thomas, Investment Officer



AGENDA COMMENTARY

Meeting Date: 2/1/2024

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Laurel Landing (located along the east side of North Gordon 0.25 miles south of the Victory Ln.) being a planned unit development of 30.52 acres of land situated in Section 22, Hooper & Wade survey, Abstract No. 491, City of Alvin, Brazoria County, Texas.

Type of Item: Plat

Summary: On November 14, 2023, the Engineering Department received the final plat of Laurel Landing for review. The property is located along the east side of North Gordon 0.25 miles south of Victory Lane, being 30.52 acres of land containing 125 lots, 2 reserves, and 2 blocks. This plat complies with the City's Subdivision Ordinance and with the previously approved MUD 51 Utility Services Contract that was approved by City Council on October 21, 2021 via Resolution 21-R-26.

The City Planning Commission unanimously approved the plat at their meeting on January 23, 2024. Staff recommends approval of the plat.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: **Amount:**

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☒ Required ☐

Date Completed: 1/24/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed:

Supporting documents attached:

1. Final Plat of Laurel Landing
-

Recommendation: Move to approve a final plat of Laurel Landing (located along the east side of North Gordon 0.25 miles south of the Victory Ln.) being a planned unit development of 30.52 acres of land situated in Section 22, Hooper & Wade survey, Abstract No. 491, City of Alvin, Brazoria County, Texas.

Reviewed by Department Head, if applicable: ☒

Reviewed by City Attorney, if applicable: ☒

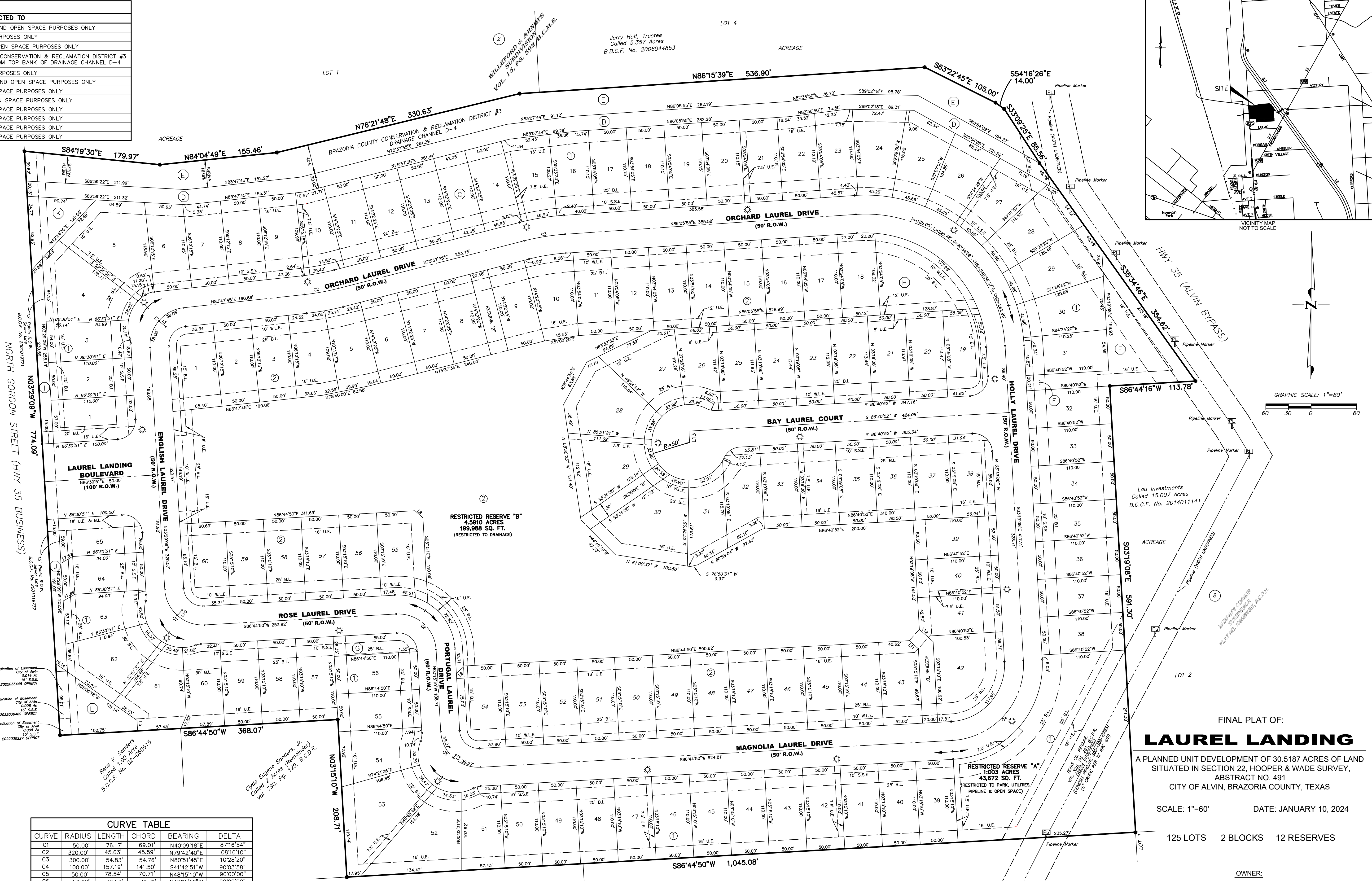
Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒

RESERVE TABLE			
RESERVE	SQ. FT.	ACRES	RESTRICTED TO
(A)	43,672	1.003	PARK, UTILITIES, PIPELINE AND OPEN SPACE PURPOSES ONLY
(B)	207,560	4.765	DRAINAGE PURPOSES ONLY
(C)	4,659	0.107	DRAINAGE, UTILITIES AND OPEN SPACE PURPOSES ONLY
(D)	27,819	0.639	20-FT BRAZORIA COUNTY CONSERVATION & RECLAMATION DISTRICT #3 DRAINAGE EASEMENT FROM TOP BANK OF DRAINAGE CHANNEL D-4
(E)	48,005	1.102	DRAINAGE PURPOSES ONLY
(F)	12,471	0.286	PARK, UTILITIES, PIPELINE AND OPEN SPACE PURPOSES ONLY
(G)	2,764	0.064	UTILITIES AND OPEN SPACE PURPOSES ONLY
(H)	11,932	0.274	PARK, UTILITIES AND OPEN SPACE PURPOSES ONLY
(I)	3,718	0.085	UTILITIES AND OPEN SPACE PURPOSES ONLY
(J)	3,105	0.071	UTILITIES AND OPEN SPACE PURPOSES ONLY
(K)	4,402	0.101	UTILITIES AND OPEN SPACE PURPOSES ONLY
(L)	5,603	0.128	UTILITIES AND OPEN SPACE PURPOSES ONLY
TOTAL	375,710	8.625	

LOT TABLE BLOCK 1			
LOT	SQ.FT.	Lot Width ● B.L.	
1	6,136	57.00'	
2	5,500	50.00'	
3	5,500	50.00'	
4	8,700	50.00'	
5	10,288	50.00'	
6	5,745	50.00'	
7	5,515	50.00'	
8	5,500	50.00'	
9	5,500	50.00'	
10	5,978	50.36'	
11	5,500	50.00'	
12	5,500	50.00'	
13	5,500	50.00'	
14	5,500	50.00'	
15	6,027	50.73'	
16	5,577	50.15'	
17	5,500	50.00'	
18	5,500	50.00'	
19	5,500	50.00'	
20	5,500	50.00'	
21	5,500	50.00'	
22	5,534	50.00'	
23	6,674	50.00'	
24	6,705	51.08'	
25	6,443	51.10'	
26	5,870	51.10'	
27	6,332	51.10'	
28	7,319	51.10'	
29	7,555	51.10'	
30	6,525	50.09'	
31	5,765	51.20'	
32	5,500	50.00'	
33	5,500	50.00'	
34	5,500	50.00'	
35	5,500	50.00'	
36	5,500	50.00'	
37	5,500	50.00'	
38	5,500	50.00'	
39	5,500	50.00'	
40	5,500	50.00'	
41	5,500	50.00'	
42	5,500	50.00'	
43	5,500	50.00'	
44	5,500	50.00'	
45	5,500	50.00'	
46	5,500	50.00'	
47	5,500	50.00'	
48	5,500	50.00'	
49	5,500	50.00'	
50	5,500	50.00'	
51	5,886	52.93'	
52	9,140	52.11'	
53	10,268	53.10'	
54	6,508	56.48'	
55	5,500	50.00'	
56	5,500	50.00'	
57	5,500	50.00'	
58	5,500	50.00'	
59	5,500	50.00'	
60	5,500	50.25'	
61	7,450	50.87'	
62	7,657	50.85'	
63	5,843	50.40'	
64	5,500	50.00'	
65	5,540	51.00'	

LOT TABLE BLOCK 2			
LOT	SQ.FT.	Lot Width ● B.L.	
1	6,787	50.00'	
2	5,500	50.00'	
3	5,500	50.00'	
4	5,754	50.32'	
5	5,753	50.38'	
6	5,500	50.00'	
7	5,500	50.00'	
8	5,500	50.00'	
9	5,500	50.00'	
10	6,166	61.11'	
11	5,500	50.00'	
12	5,500	50.00'	
13	5,500	50.00'	
14	5,500	50.00'	
15	5,500	50.00'	
16	5,500	50.00'	
17	5,500	50.00'	
18	5,500	50.23'	
19	6,002	54.74'	
20	5,711	50.00'	
21	5,686	50.00'	
22	5,653	50.00'	
23	5,635	50.00'	
24	5,609	50.00'	
25	5,584	50.00'	
26	5,507	52.01'	
27	7,481	50.98'	
28	8,926	50.98'	
29	8,033	50.61'	
30	9,991	50.98'	
31	5,534	50.43'	
32	5,914	56.50'	
33	5,500	50.00'	
34	5,500	50.00'	
35	5,500	50.00'	
36	5,500	50.00'	
37	5,500	50.00'	
38	6,129	56.94'	
39	5,775	50.00'	
40	5,500	50.00'	
41	5,620	51.50'	
42	9,471	127.48'	
43	5,655	52.00'	
44	5,500	50.00'	
45	5,500	50.00'	
46	5,500	50.00'	
47	5,500	50.00'	
48	5,500	50.00'	
49	5,500	50.00'	
50	5,500	50.00'	
51	5,500	50.00'	
52	5,500	50.00'	
53	5,500	50.00'	
54	6,416	50.00'	
55	6,840	62.40'	
56	5,500	50.00'	
57	5,500	50.00'	
58	5,500	50.00'	
59	5,500	50.00'	
60	6,518	60.34'	



LEGEND	
R.O.W.	RIGHT OF WAY
B.L.	BUILDING LINE
S.S.E.	SANITARY SEWER EASEMENT
U.E.	UTILITY EASEMENT
A.E.	AERIAL EASEMENT
E.E.	ELECTRICAL EASEMENT
W.L.E.	WATER LINE EASEMENT
STM. E.	STORM SEWER EASEMENT
B.C.C.F. No.	BRAZORIA COUNTY CLERK'S FILE NUMBER
B.C.P.R.	BRAZORIA COUNTY PLAT RECORDS
B.C.M.R.	BRAZORIA COUNTY MAP RECORDS
SQ. FT.	SQUARE FEET
—131.00—	EXISTING CONTOURS
Rad.	RADIUS
Em't.	EASEMENT
Rest. Res.	RESTRICTED RESERVE
Vol.	VOLUME
Pg.	PAGE
①	BLOCK DESIGNATION
Ⓐ	RESTRICTED RESERVE DESIGNATION
☼	STREET LIGHT

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	50.00'	76.17'	69.01'	N40°09'18"E	87°16'54"
C2	320.00'	45.63'	45.59'	N79°42'40"E	08°10'10"
C3	300.00'	54.83'	54.76'	N80°51'45"E	10°28'20"
C4	100.00'	157.19'	141.50'	S41°42'51"W	90°03'58"
G5	50.00'	78.54'	70.71'	N48°15'10"W	25°50'28"
C6	50.00'	78.54'	70.71'	N48°15'10"W	90°00'00"
C7	50.00'	78.34'	70.57'	N48°22'10"W	89°46'01"
C8	25.00'	39.27'	35.36'	S48°29'09"E	90°00'00"
C9	25.00'	39.27'	35.36'	S41°30'51"W	90°00'00"
C10	25.00'	6.47'	6.45'	S10°54'12"E	14°50'05"
C11	50.00'	66.56'	61.76'	S19°49'01"W	76°16'31"
C12	25.00'	11.28'	11.18'	N70°52'31"E	25°50'28"
C13	25.00'	39.27'	35.36'	S41°40'52"E	90°00'00"
C14	25.00'	39.27'	35.36'	S48°19'08"E	90°00'00"
C15	25.00'	28.98'	27.39'	N53°28'13"E	66°25'19"
C16	50.00'	233.40'	72.26'	S26°00'36"E	267°27'41"
C17	25.00'	9.18'	9.13'	N82°47'57"W	21°02'22"
C18	25.00'	10.74'	10.66'	N74°26'09"E	24°37'23"
C19	50.00'	121.51'	93.74'	N48°15'10"W	139°14'45"
C20	25.00'	10.74'	10.66'	S29°03'31"W	24°37'23"
C21	25.00'	7.49'	7.46'	S78°09'48"W	17°10'05"
C22	50.00'	108.30'	88.34'	N48°22'10"W	124°06'11"
C23	25.00'	7.49'	7.46'	N05°05'53"E	17°10'05"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N49°50'42"W	12.00'
L2	S41°44'50"W	5.00'
L3	N03°19'08"W	20.00'
L4	S86°30'51"W	64.93'
L5	N03°15'10"E	14.00'
L6	S86°30'51"W	92.41'
L7	S86°30'51"W	64.88'
L8	S41°44'50"W	14.14'
L9	S48°15'10"E	14.14'
L10	S41°37'50"W	10.00'
L11	S48°17'09"E	16.09'
L12	S48°17'09"W	13.40'
L13	N03°19'08"W	15.00'

STATE OF TEXAS §
COUNTY OF BRAZORIA §

WE, BEAZER HOMES TEXAS LP., a DELAWARE LIMITED PARTNERSHIP, ACTING BY AND THROUGH JEFF ANDERSON, VICE PRESIDENT OF LAND ACQUISITION AND DEVELOPMENT, BEING OFFICER OF BEAZER HOMES TEXAS LP., a DELAWARE LIMITED PARTNERSHIP, HERINAFTER REFERRED TO AS OWNERS OF THE 30.5187 ACRES OF LAND DESCRIBED IN THE ABOVE AND FOREGOING MAP OF LAUREL LANDING, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION AND DEVELOPMENT PLAN OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS, AND NOTATIONS ON SAID MAPS OR PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS (EXCEPT THOSE STREETS DESIGNATED AS PRIVATE STREETS, OR PERMANENT ACCESS EASEMENTS), ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION OF LAUREL LANDING, WHERE BUILDING SETBACK LINES OR PUBLIC UTILITY EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

IN TESTIMONY WHEREOF, BEAZER HOMES TEXAS LP., a DELAWARE LIMITED PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE SIGNED BY JEFF ANDERSON, VICE PRESIDENT OF LAND ACQUISITION AND DEVELOPMENT, THEREUNTO AUTHORIZED THIS _____ DAY OF _____, 2024.

BEAZER HOMES TEXAS LP., a DELAWARE LIMITED PARTNERSHIP

BY: _____
JEFF ANDERSON,
VICE PRESIDENT OF LAND ACQUISITION AND DEVELOPMENT

STATE OF TEXAS §
COUNTY OF BRAZORIA §

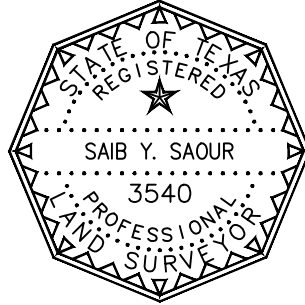
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JEFF ANDERSON, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED AND AS THE ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES: _____

I, SAIB Y. SAOUR, AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND ACCURATE; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT, EXCEPT AS SHOWN ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON (OR OTHER OBJECTS OF A PERMANENT NATURE) PIPES OR RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN FIVE EIGHTHS (5/8) INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET; AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE.

SAIB Y. SAOUR, R.P.L.S.,
TEXAS REGISTRATION NO. 3540



APPROVED BY THE CITY OF ALVIN ON THIS _____ DAY OF _____, 2024.

MAYOR, GABE ADAME

CITY SECRETARY, DIXIE ROBERTS

CITY ENGINEER, MICHELLE H. SEGOMIA, P.E., CFM

BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT No. 3 NOTES:

- DRAINAGE EASEMENTS MAY BE USED BY ANY GOVERNMENT BODY FOR THE PURPOSES OF DRAINAGE WORK, PROVIDED BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT No. 3 (B.C.C.R.D. #3) IS PROPERLY NOTIFIED.
- ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES. LANDSCAPING SHALL BE PERMITTED WITHIN THE DETENTION PONDS LOCATED WITHIN THIS SUBDIVISION.
- MAINTENANCE OF DETENTION FACILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER OF THE PROPERTY. B.C.C.R.D. #3 SHALL PROVIDE MAINTENANCE OF REGIONAL FACILITIES OWNED AND CONSTRUCTED BY B.C.C.R.D. #3 OR SUB-REGIONAL FACILITIES CONSTRUCTED BY DEVELOPER(S) FOR WHICH OWNERSHIP HAS BEEN TRANSFERRED TO B.C.C.R.D. #3 WITH THEIR APPROVAL. B.C.C.R.D. #3 SHALL BE RESPONSIBLE ONLY FOR THE MAINTENANCE OF FACILITIES OWNED BY THEM, UNLESS B.C.C.R.D. #3 SPECIFICALLY CONTACTS OR AGREES TO MAINTAIN OTHER FACILITIES.
- THE SIDES OF DRAINAGE CHANNELS AND DETENTION FACILITIES SHALL BE HYDOMULCH SEEDDED.
- OUTFALL STRUCTURES AND CULVERTS SHALL COMPLY WITH SECTION LLL S. 2 OF THE BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT No. 3 REGULATIONS. BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT No. 3 HAS ADOPTED THE BRAZORIA COUNTY DRAINAGE DISTRICT CRITERIA MANUAL AS ITS GUIDE. EROSION PROTECTION FOR OUTFALL STRUCTURES MUST BE REINFORCED CONCRETE. CONCRETE RUBBLE IS NOT ALLOWED.
- B.C.C.R.D. #3 APPROVAL OF THE FINAL DRAINAGE PLANS AND FINAL PLAT (IF REQUIRED) DOES NOT AFFECT THE PROPERTY RIGHTS OF THIRD PARTIES. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING AND MAINTAINING ANY AND ALL EASEMENTS, FEE STRIPS AND/OR ANY OTHER RIGHT-OF-WAY ACROSS THIRD PARTY DRAINAGE FACILITIES AS CONTEMPLATED BY THE FINAL DRAINAGE PLANS AND THE FINAL PLAT.
- B.C.C.R.D. #3 PERSONNEL SHALL HAVE THE RIGHT TO ENTER UPON THE PROPERTY FOR INSPECTION AT ANY TIME DURING CONSTRUCTION OR AS MAY BE WARRANTED TO ENSURE THE DETENTION FACILITIES ARE OPERATING PROPERLY.
- DETENTION IS REQUIRED BY B.C.C.R.D. #3 IN ORDER TO OFFSET ADDITIONAL STORM RUNOFF DUE TO THE INCREASED IMPERVIOUS COVER FROM THE DEVELOPMENT.

THIS IS TO CERTIFY THAT BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT NO. 3 HAS APPROVED THE PLAT OF _____ AS SHOWN HEREON ON THE _____ DAY OF _____, 202 .

RICKY KUBECZKA
COMMISSIONER

JODY SCHIBI
COMMISSIONER

ALFRED FROBERG, JR.
COMMISSIONER

DONG NGUYEN, P.E., C.F.M.
DISTRICT ENGINEER

EXHIBIT A—1
METES AND BOUNDS DESCRIPTION
30.5187 ACRES
BRAZORIA COUNTY, TEXAS

All that 30.5187 acre (1,329,394 square foot) tract of land being all of a called 13.098 acre tract of land as conveyed by Correction Warranty Deed dated April 24, 2018 to Lando Development, Ltd. as recorded under Clerk's File No. 2018020160 of the Official Public Records of Real Property, Brazoria County, Texas, a portion of a called 18.00 acre tract as conveyed by Correction Warranty Deed dated April 24, 2018 to Lando Development, Ltd. as recorded under Clerk's File No. 2018020156 of the Official Public Records of Real Property Brazoria County, Texas and being out of Lots 1 and 4, Block 2 and Lots 2 and 3, Block 1 of the Willeford & Arnim's Subdivision as recorded under Volume 15, Page 592 of the Map Records of Brazoria County, Texas and all being situated Section No. 22 of the Hooper & Wade Survey, Abstract No. 491, Brazoria County, Texas and being more particularly described by metes and bounds as follows; (all bearings herein are based on the Texas State Plane Coordinate System, South Central Zone No. 4204)

BEGINNING at a 5/8-inch iron rod with cap stamped "Pro-Surv RPLS 5565" found for corner in the north line of a called 1.00 acre tract as conveyed by Warranty Deed dated November 20, 2002 to Rene K. Sanders as recorded under Clerks's File No. 02-060515 of the Official Public Records of Real Property, Brazoria County, Texas and being situated in the east right-of-way line of North Gordon Street (State Highway 35 Business);

THENCE North 03°29'09" West, along the east right-of-way line of said North Gordon Street (State Highway 35 Business) and the west lines of said 18.00 acre and 13.097 acre tracts, for a distance of 774.09 feet to a point for corner situated in the centerline of a drainage ditch;

THENCE in an easterly direction, along the north line of said 13.097 acre tract and the south line of a called 5.357 acre tract as conveyed by Warranty Deed dated July 26, 2008 to Jerry Holt, Trustee as recorded under Clerk's File No. 2006044853 of the Official Public Records of Real Property, Brazoria County, Texas and along the centerline of said drainage ditch the following calls:

South 84°19'30" East, for a distance of 179.97 feet to a point for corner;
North 84°04'49" East, for a distance of 155.46 feet to a point for corner;
North 78°21'48" East, for a distance of 330.63 feet to a point for corner;
North 86°15'39" East, for a distance of 536.90 feet to a point for corner;
South 63°22'45" East, for a distance of 105.00 feet to a point for corner;
South 54°16'26" East, for a distance of 14.00 feet to a point for corner in the west right-of-way line of State Highway 35 (Bypass);

THENCE South 33°09'25" East, along the east line of said 13.097 acre tract and the west right-of-way line of said State Highway 35 (Bypass), for a distance of 85.56 feet to a 5/8-inch iron rod with cap stamped "BenchmarkEngr" set for corner;

THENCE South 35°34'46" East, continuing along the east line of said 13.097 acre tract and the west right-of-way line of said State Highway 35 (Bypass), for a distance of 354.62 feet to a 5/8-inch iron rod with cap stamped "BenchmarkEngr" set for corner at the southeast corner of said 13.097 acre tract, the northeast corner of a called 15.007 acre tract as conveyed by General Warranty Deed dated March 21, 2014 to Lau Investments as recorder under Clerk's File No. 2014011141 of the Official Public Records of Real Property, Brazoria County, Texas and being situated in the north line of Lot 2, Block 8 and the south line of Lot 1, Block 7 of said Willeford & Arnim's Subdivision situated in the centerline of a 40-foot wide road as platted under Volume 15, Page 592 of the Map Records of Brazoria County, Texas;

THENCE South 86°44'16" West, along the south line of said 13.097 acre tract, the centerline of said 40-foot wide road, the south line of said Lot 1, Block 7, the north line of said Lot 2, Block 8 and the north line of said 15.007 acre tract, for a distance of 113.78 feet to a concrete monument found at the southeast corner of said Lot 4, Block 2, the northeast corner of said Lot 3, Block 1 and the northeast corner of said 18.00 acre tract;

THENCE South 03°19'08" East, along the east line of said 18.00 acre tract and the interior west line of said 15.007 acre tract, for a distance of 591.30 feet to a concrete monument found at the southeast corner of said Lot 3, Block 1 and the southeast corner of said 18.00 acre tract;

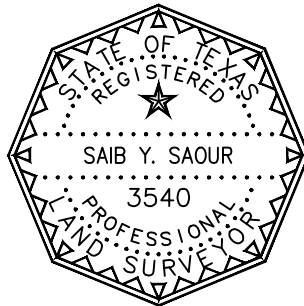
THENCE South 86°44'50" West, along the south line of said 18.00 acre tract and the north line of said 15.007 acre tract, for a distance of 1,045.08 feet to a 5/8-inch iron rod with cap stamped "BenchmarkEngr" set for corner at the south east corner of a called 2 acre tract as conveyed by Warranty Deed dated April 12, 1961 to Clyde Eugene Sanders, Jr. as recorded under Volume 790, Page 129 of the Deed Records of Brazoria County, Texas;

THENCE North 03°15'10" West, along the east line of said 2 acre tract, for a distance of 208.71 feet to a 5/8-inch iron rod with cap stamped "BenchmarkEngr" set for corner;

THENCE South 86°44'50" West, along the north line of said 2 acre tract and the north line of said 1.00 acre tract, for a distance of 368.07 feet to the POINT OF BEGINNING of herein described tract and containing 30.5187 acres or 1,329,394 square feet of land.

This description was prepared in connection with an exhibit map prepared by Benchmark Engineering Corporation. Job No. 17011.

Saib Y. Saour, R.P.L.S.
Texas Registration No. 3540
TBPLS Firm Registration Number 10009000



FINAL PLAT OF:

LAUREL LANDING

A PLANNED UNIT DEVELOPMENT OF 30.5187 ACRES OF LAND
SITUATED IN SECTION 22, HOOPER & WADE SURVEY,
ABSTRACT NO. 491
CITY OF ALVIN, BRAZORIA COUNTY, TEXAS

SCALE: 1"=60'

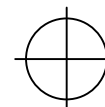
DATE: JANUARY 10, 2024

125 LOTS 2 BLOCKS 12 RESERVES

OWNER:

BEAZER HOMES TEXAS LP
a Delaware limited partnership
10235 West Little York, Suite #200
Houston, Texas 77040

PREPARED BY:



BENCHMARK ENGINEERING CORPORATION

Consulting Engineers — Planners — Surveyors

2401 Fountainview Suite #500
Houston, Texas 77057 U.S.A.

(713)266-9930 Fax (713)266-3804

Texas Board of Professional Engineers
Registration Number F-6788
TBPLS Firm Registration Number 10009000



AGENDA COMMENTARY

Meeting Date: 2/1/2024

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a master preliminary plat of Preservation Creek Phase I (located along the south side of FM 1462, 1.0 mile east of the SH-288 intersection), being a Planned Unit Development of 65.30 acres out of the C.M. Hayes survey, Section 8, Abstract No. 534, City of Alvin, Brazoria County, Texas.

Type of Item: Plat

Summary: On December 18, 2023, the Engineering Department received the master preliminary plat of Preservation Creek Phase I for review. The property is located along the south side of Farm to Market 1462, 1.0 mile east of the SH-288 intersection. The development consists of 139 lots, 10 reserves, and 7 blocks. The plat complies with the Preservation Creek Development Agreement (Ordinance 23-O) approved June 15, 2023 and the Preservation Creek General Plan approved by Council on December 7, 2023.

The City Planning Commission unanimously approved the plat at their meeting on January 23, 2024. Staff recommends approval of the plat.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: **Amount:**

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☒ Required ☐

Date Completed: 1/24/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed:

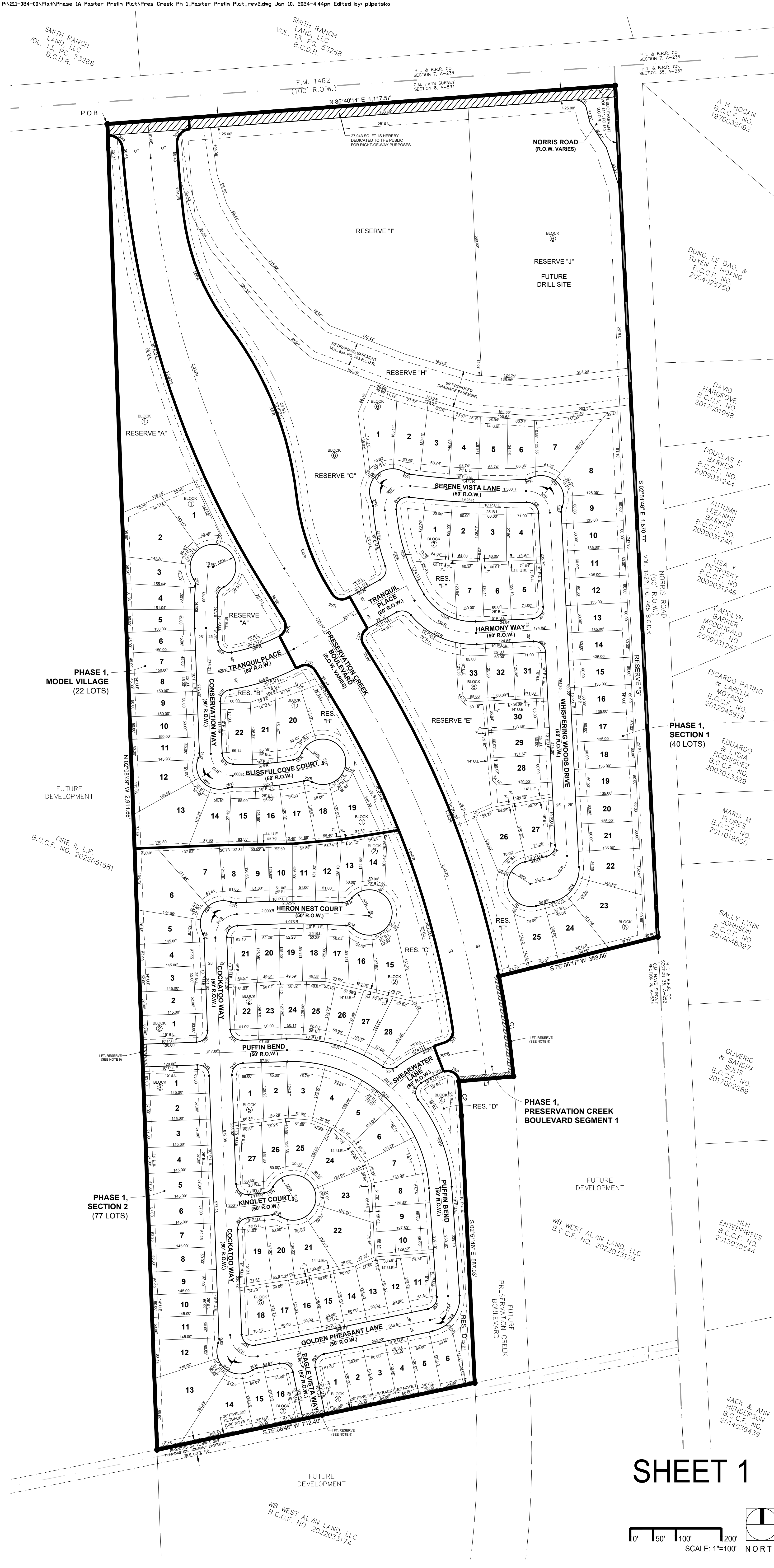
Supporting documents attached:

1. Master Preliminary Plat of Preservation Creek - Phase 1
-

Recommendation: Move to approve a master preliminary plat of Preservation Creek Phase I (located along the south side of FM 1462, 1.0 mile east of the SH-288 intersection), being a Planned Unit Development of 65.30 acres out of the C.M. Hayes survey, Section 8, Abstract No. 534, City of Alvin, Brazoria County, Texas.

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

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



- GENERAL NOTES:**
- Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
 - The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following scale factor: 1.0
 - According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 480350275K, dated December 30, 2020, the property lies within Zone A and Zone X.
- This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.
- B.C.C.F. indicates Brazoria County Clerk's File.
B.L. indicates Building Line.
D.E. indicates Drainage Easement.
M.H. indicates Manhole.
PG. indicates Page.
P.A.E. indicates Permanent Access Easement.
P.O.B. indicates Point of Beginning.
P.U.E. indicates Public Utility Easement.
P.V.T. indicates Private.
R indicates Radius.
R.O.W. indicates Right-Of-Way.
S.S.E. indicates Sanitary Sewer Easement.
STM/S.E. indicates Storm Sewer Easement.
U.E. indicates Utility Easement.
VOL. indicates Volume.
W.L.E. indicates Water Line Easement.
X indicates change in street name.
- The property subdivided in the foregoing plat lies in the City of Alvin, Brazoria County, Preservation Creek M.L.D., Angleton Independent School District, and Brazoria County Drainage District #5.
 - Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
 - No residential, commercial, or industrial structure, other than structures necessary to operate the pipeline, shall be erected or moved to a location nearer than 20 feet to any pipeline, except for low pressure distribution system pipeline as defined in the Planned Unit Development Ordinance 23-0.
 - Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
 - One foot reserve dedicated to the public in fee as a buffer separation between the side or ends of streets where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re-subdivided in a record plat the one foot reserve shall hereupon become vested in the public for right-of-way purposes and the fee title there shall revert to and revest in the dedicators, his heirs, assigns, or successors.
 - This proposed 30' easement is intended to redefine the blanket easement recorded at Vol. 733, Pg. 44 B.C.D.R.
 - Lots 5-8, Block 1 are Patio Home lots.

LINE TABLE		
LINE	ANGLE	DISTANCE
L1	S 84°53'33" W	120.00'

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2,060.00'	222.40'	S 08°11'42" E	222.30'
C2	1,940.00'	75.82'	S 03°58'57" E	75.62'

RESERVE TABLE			
RESERVE	RESTRICTIONS	SQ. FT.	ACREAGE
A	LANDSCAPE, OPEN SPACE, RECREATION, & UTILITY PURPOSES	93,771.87	2.15
B	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	25,440.16	0.58
C	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	37,698.63	0.87
D	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	27,620.48	0.63
E	LANDSCAPE, OPEN SPACE, RECREATION, & UTILITY PURPOSES	91,310.71	2.10
F	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	15,745.50	0.36
G	LANDSCAPE, OPEN SPACE, RECREATION, & UTILITY PURPOSES	153,351.24	3.52
H	DRAINAGE, LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	100,834.93	2.31
I	DRAINAGE, DETENTION, LANDSCAPE, OPEN SPACE, RECREATION, & UTILITY PURPOSES	244,455.67	5.61
J	DRILL SITE, LANDSCAPE, OPEN SPACE, RECREATION, & UTILITY PURPOSES	187,596.84	4.31
TOTAL		977,826.03	22.44

MASTER PRELIMINARY PLAT OF: PRESERVATION CREEK PHASE 1

BEING A PLANNED UNIT DEVELOPMENT OF 65.30 ACRES OUT OF THE C.M. HAYES SURVEY, SECTION 8 ABSTRACT NO. 534 CITY OF ALVIN BRAZORIA COUNTY, TEXAS.

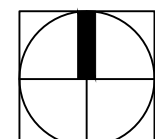
139 LOTS 7 BLOCKS 10 RESERVES 4 SECTIONS

JANUARY 10, 2024

OWNER
WB WEST ALVIN LAND, LLC
5210 SPRUCE STREET
BELLAIRE, TX 77401
832-295-1056

SHEET 1

0' 50' 100' 200'
SCALE: 1"=100'
NORTH



EHRA JOB NO.
211-084-00

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

No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land or facilities are subject to change without notice.

LOT SIZE TABLE

BLOCK NO.	LOT NO.	LOT AREA (SQ. FT.)	LOT WIDTH (FT.)
1	1	9,842.78	63.49'
	2	17,055.50	60.91'
	3	8,194.56	52.30'
	4	8,050.89	50.00'
	5	7,095.20	45.00'
	6	6,750.00	45.00'
	7	6,750.00	45.00'
	8	6,750.00	45.00'
	9	7,500.00	50.00'
	10	7,500.00	50.00'
	11	7,478.21	50.00'
	12	11,314.54	51.05'
	13	16,562.73	50.63'
	14	8,232.45	50.10'
	15	7,339.87	55.00'
	16	7,428.83	55.00'
	17	7,771.32	55.00'
	18	7,104.07	55.00'
	19	9,908.29	66.95'
	20	10,653.97	90.48'
	21	7,940.03	55.06'
	22	8,802.05	66.14'
2	1	9,000.87	63.00'
	2	7,540.00	52.00'
	3	7,540.00	52.00'
	4	7,540.00	52.00'
	5	8,797.77	52.76'
	6	15,949.98	50.63'
	7	11,151.61	51.41'
	8	6,537.65	51.05'
	9	6,544.91	51.00'
	10	6,525.55	51.00'
	11	6,678.55	51.00'
	12	7,005.76	51.00'
	13	6,676.87	50.00'
	14	6,113.14	50.00'
	15	9,585.25	62.90'
	16	6,938.93	52.62'
	17	6,465.38	50.04'
	18	6,431.36	52.28'
	19	6,431.36	52.28'
	20	6,463.96	52.28'
	21	7,939.96	63.10'
	22	7,478.95	63.00'
	23	6,325.95	50.00'
	24	6,834.30	50.11'
	25	7,130.56	50.00'
	26	7,207.21	50.00'
	27	7,664.66	50.00'
	28	8,461.78	50.00'
3	1	8,265.00	63.00'
	2	8,265.00	57.00'
	3	8,265.00	57.00'
	4	8,265.00	57.00'
	5	8,265.00	57.00'
	6	8,265.00	57.00'
	7	7,575.95	52.25'
	8	7,250.00	50.00'
	9	7,250.00	50.00'
	10	7,250.00	50.00'
	11	7,250.00	50.00'
	12	9,037.63	50.02'
	13	18,322.68	50.63'
	14	13,207.13	51.07'
	15	6,364.50	50.01'
4	16	7,795.87	61.00'
	1	7,795.87	61.00'
	2	6,500.00	50.00'
	3	6,500.00	50.00'
	4	6,500.00	50.00'
	5	6,500.00	50.00'
5	6	6,531.78	50.92'
	1	8,661.13	66.00'
	2	6,993.09	55.00'
	3	8,578.63	78.78'
	4	8,617.21	79.61'
	5	8,601.71	79.61'
	6	8,274.63	76.71'
	7	8,299.93	76.71'
	8	7,397.26	63.14'
	9	6,992.82	55.00'
	10	7,065.20	55.00'
	11	8,078.57	74.74'
	12	6,584.06	50.00'
	13	6,534.88	50.00'
	14	6,250.00	50.00'
	15	6,250.00	50.00'
	16	6,250.00	50.00'
	17	6,318.91	50.00'
	18	8,726.07	75.43'
	19	9,600.22	61.03'
	20	7,134.59	50.00'
	21	8,896.21	50.00'
	22	13,355.94	50.00'
	23	9,815.16	50.00'
	24	9,678.83	50.00'
	25	8,874.46	50.00'
	26	7,026.34	50.00'
6	27	9,223.37	60.60'
	1	13,219.23	70.60'
	2	10,361.49	60.40'
	3	9,402.01	63.74'
	4	8,727.08	63.74'
	5	8,468.70	63.74'
	6	7,861.14	60.06'
	7	13,261.26	61.25'
	8	16,861.94	62.01'
	9	7,961.20	60.03'
	10	8,100.00	60.00'
	11	8,100.00	60.00'
	12	8,100.00	60.00'
	13	8,100.00	60.00'
	14	8,100.00	60.00'
	15	8,100.00	60.00'
	16	8,100.00	60.00'
	17	8,100.00	60.00'
	18	8,100.00	60.00'
	19	8,100.00	60.00'
	20	8,100.00	60.00'
	21	8,100.00	60.00'
	22	10,888.96	65.97'
	23	16,753.28	65.00'
	24	11,088.35	66.06'
	25	9,255.87	70.00'
	26	10,550.55	70.09'
	27	9,905.13	71.28'
	28	7,791.81	60.00'
	29	7,960.54	60.00'
	30	8,759.80	65.00'
	31	8,767.70	71.00'
	32	7,522.70	60.00'
	33	8,194.26	65.00'
7	1	7,929.70	60.00'
	2	7,945.79	60.00'
	3	7,927.94	60.00'
	4	9,114.12	71.00'
	5	7,907.20	71.00'
	6	7,776.25	60.00'
	7	8,989.07	60.00'

1) LOT WIDTH MEASURED AT FRONT BUILDING LINE.
2) WIDTH OF LOTS ON CONVEX CURVE OF A STREET
MEASURED AT INTERSECTION OF TANGENT OF FRONT
BUILDING LINE WITH SIDE LOT LINES.

MASTER
PRELIMINARY PLAT OF:
PRESERVATION CREEK
PHASE 1

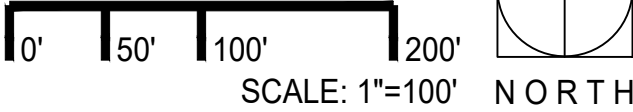
BEING A PLANNED UNIT DEVELOPMENT
OF 65.30 ACRES OUT OF THE
C.M. HAYES SURVEY, SECTION 8
ABSTRACT NO. 534
CITY OF ALVIN
BRAZORIA COUNTY, TEXAS.

139 LOTS 7 BLOCKS 10 RESERVES 4 SECTIONS

JANUARY 10, 2024

OWNER
WB WEST ALVIN LAND, LLC
5210 SPRUCE STREET
BELLAIRE, TX 77401
832-295-1056

SHEET 2



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

EHRA JOB NO.
211-084-00

No warranty or representation of intended use, design or
proposed improvements are made herein. All Plans for land
or facilities are subject to change without notice.



AGENDA COMMENTARY

Meeting Date: 2/1/2024

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a master preliminary plat of Preservation Creek MUD Lift Station No. 1 (located along the south side of FM1462, 1.0 mile east of the SH-288 intersection), being a Planned Unit Development of 0.19 acres of land, out of the W.D.C. Hall survey, Abstract No. 69, City of Alvin, Brazoria County, Texas.

Type of Item: Plat

Summary: On December 18, 2023, the Engineering Department received the master preliminary plat of Preservation Creek Phase MUD Lift Station No. 1 for review. The property is located along the south side of Farm to Market 1462, 1.0 mile east of the SH-288 intersection, and consists of 0.19 acres containing 1 reserve and 1 block. The plat complies with the Preservation Creek Development Agreement (Ordinance 23-O) approved June 15, 2023 and the Preservation Creek General Plan approved by City Council on December 7, 2023.

The City Planning Commission unanimously approved the plat at their meeting on January 23, 2024. Staff recommends approval of the plat.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: **Amount:**

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☒ Required ☐

Date Completed: 1/24/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed:

Supporting documents attached:

1. Master Preliminary Plat of Preservation Creek MUD LS #1

Recommendation: Move to approve a master preliminary plat of Preservation Creek MUD Lift Station No. 1 (located along the south side of FM1462, 1.0 mile east of the SH-288 intersection), being a Planned Unit Development of 0.19 acres of land, out of the W.D.C. Hall survey, Abstract No. 69, City of Alvin, Brazoria County, Texas.

Reviewed by Department Head, if applicable: ☒

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒

GENERAL NOTES:

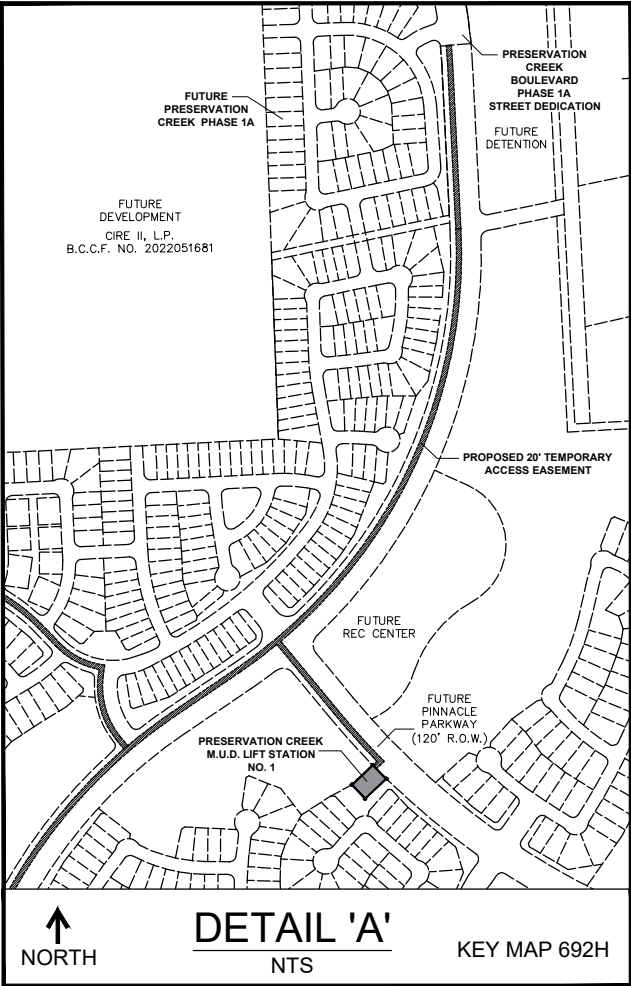
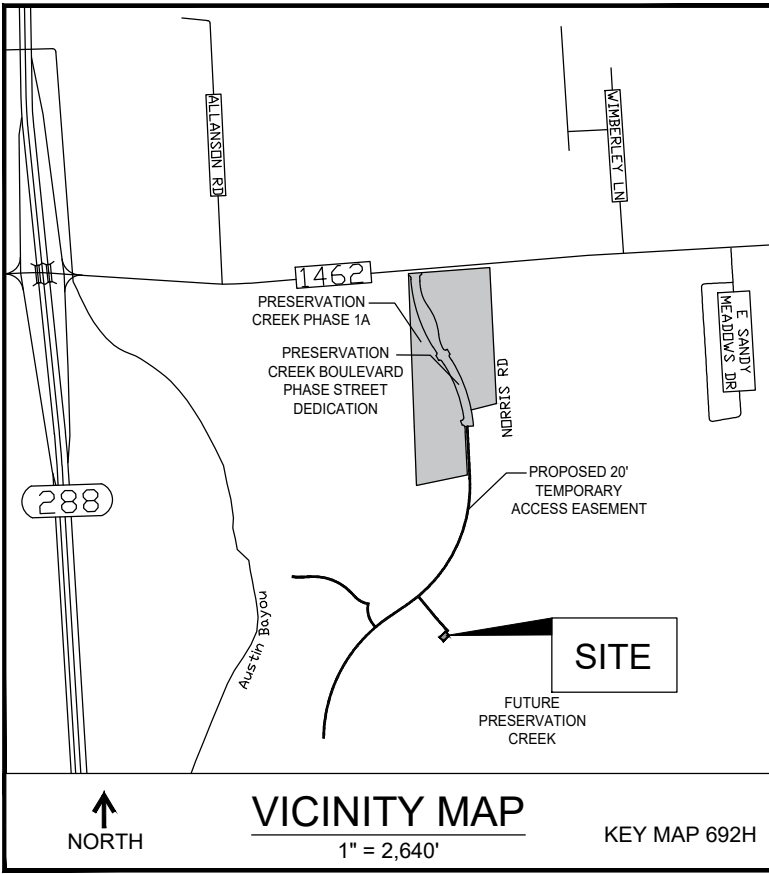
- Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
- The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following scale factor: 1.0.
- According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No.4859C0275K, dated December 30, 2020, the property lies within Zone A and Zone X.

This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. db/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.
- B.C.C.F. indicates Brazoria County Clerk's File.
B.L. indicates Building Line.
D.E. indicates Drainage Easement.
M.H. indicates Manhole.
P.G. indicates Page.
P.A.E. indicates Permanent Access Easement.
P.O.B. indicates Point of Beginning.
P.U.E. indicates Public Utility Easement.
P.V.T. indicates Private.
R indicates Radius.
R.O.W. indicates Right-Of-Way.
S.S.E. indicates Sanitary Sewer Easement.
STM.S.E. indicates Storm Sewer Easement.
U.E. indicates Utility Easement.
VOL. indicates Volume.
W.L.E. indicates Water Line Easement.
X indicates change in street name.
- The property subdivided in the foregoing plat lies in the City of Alvin, Brazoria County, Preservation Creek M.U.D., Angleton Independent School District, and Brazoria County Drainage District #5.
- Contour lines shown hereon are based on the NGS Benchmark E 306 being noted hereon.
- No residential, commercial, or industrial structure, other than structures necessary to operate the pipeline, shall be erected or moved to a location nearer than 20 feet to any pipeline, except for low pressure distribution system pipeline as defined in the Planned Unit Development Ordinance 23-O.
- Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
- The access easement provided must be 20-feet in width and have a load rating of H-20 as specified by the American Association of State and Highway Officials (AASHTO).
- This temporary access will be released and abandoned and revert to the dedicatior when the underlying property is subdivided in a recorded plat.

LINE TABLE		
LINE	ANGLE	DISTANCE
L1	S 46°56'23" W	114.16'
L2	N 43°03'37" W	75.00'
L3	N 46°56'23" E	111.56'

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	3060.00'	75.05'	S 45°02'28" E	75.04'

RESERVE TABLE			
RESERVE	RESTRICTIONS	SQ. FT.	ACREAGE
A	LIFT STATION	8,452.92	0.19



MASTER PRELIMINARY PLAT OF:
PRESERVATION CREEK
MUNICIPAL UTILITY DISTRICT
LIFT STATION NO. 1

BEING A PLANNED UNIT DEVELOPMENT OF 0.19 ACRES
ALSO BEING OUT OF THE
W.D.C. HALL SURVEY,
ABSTRACT NO. 69
CITY OF ALVIN
BRAZORIA COUNTY, TEXAS.

1 BLOCK 1 RESERVE

JANUARY 10, 2024

OWNER

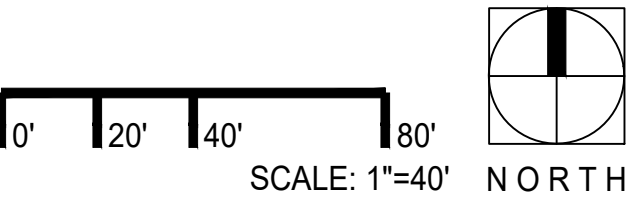
WB WEST ALVIN LAND, LLC
5210 SPRUCE STREET
BELLAIRE, TX 77401
832-295-1056



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

EHRA JOB NO.
221-045-23

No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land or facilities are subject to change without notice.



BENCHMARK(S):
NGS MONUMENT # E 306 DISK SET IN TOP OF CONCRETE MONUMENT, LOCATED 2.0 MILES WEST OF MANVEL, 2 MILES WEST ALONG THE GULF, COLORADO AND SANTA FE RAILWAY FROM THE STATION AT MANVEL, BRAZORIA COUNTY, 0.2 MILE WEST OF A SHELL-ROAD CROSSING, 5-1/2 FEET NORTHWEST OF MILE POLE 38, 39 FEET SOUTH OF THE SOUTH RAIL, 33 FEET NORTH OF THE CENTERLINE OF A DIRT ROAD, 6.7 FEET NORTH OF THE RIGHT-OF-WAY FENCE, 3 FEET WEST OF A WHITE WOODEN WITNESS POST AND SET IN THE TOP OF A CONCRETE POST ABOUT FLUSH WITH THE GROUND. ELEV.=52.00 (NAVD '88) 1991 ADJUSTMENT



AGENDA COMMENTARY

Meeting Date: 2/1/2024

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider an amendment to the Agreement with American Janitorial Services, LTD to provide janitorial services at the Alvin Recreation Center located at 3201 Highway 35 for an amount not to exceed \$38,456; and authorize the City Manager to sign the Agreement upon legal review.

Type of Item: Contract/Agreement

Summary: American Janitorial Services, LTD currently provides janitorial service for all city facilities. AJS was originally awarded the contract through public bid process B-22-04 on April 21, 2022, for \$140,976 and renewed for the first of three annual renewals on May 4, 2023 for \$143,136. The current agreement expires September 30, 2024, and remains eligible for renewal.

AJS currently provides janitorial service for the Alvin YMCA. Staff recommends maintaining the current janitorial schedule of seven days per week and including a day porter Monday through Friday, six hours per day.

Janitorial Services (March 1 through Sept 30, 2024) - \$38,456	
Evening Services 7 days per week	\$3,558 per month
Day Porter Monday through Friday 6 hours per day	\$1,935.70

Staff recommends approval as their performance continues to provide good value to the City of Alvin. Staff intends to recommend an annual renewal of the agreement with AJS at the October 1, 2024 city council meeting that would extend the agreement through September 30, 2025.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐

Budgeted Item: Yes ☒ No ☐ N/A ☐

Funding Account: 616-8003-00-3270 **Amount:** \$38,456.00

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 1/29/2024 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 1/29/24

Supporting documents attached:

1. AJS Amendment; Adding Recreation Center
2. American Janitorial Letter; Recreation Center Amendment

Recommendation: Move to approve an amendment to the Agreement with American Janitorial

Services LTD to include adding janitorial services to the Recreation Center located at 3201 Highway 35 for an additional amount not to exceed \$38,456.00; and authorize the City Manager to sign the Agreement upon legal review.

Reviewed by Department Head, if applicable: X

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: X

Reviewed by City Manager, if applicable: X

AMENDMENT NO. 1
TO THE
CITY OF ALVIN
JANITORIAL SERVICES AGREEMENT

THIS Amendment No. 1 to the City of Alvin Janitorial Agreement (“Amendment No. 1”) is made on this _____ day of _____ 2024, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the “City”), and American Janitorial Services, Ltd. (the “Contractor”).

WHEREAS, on April 21, 2022, the City approved and entered into a Janitorial Services Agreement for janitorial services for the City of Alvin facilities (the “Agreement”); and

WHEREAS, this Agreement provided for a term ending on September 30, 2024; and

WHEREAS, the City and American Janitorial Services, Ltd. entered into Addendum No. 1 on or about May 4, 2023, agreeing to extend the term of the Agreement for an additional year ending September 30, 2024; and

WHEREAS, this Amendment No. 1 adds pricing and frequency of the cleaning for the Recreation Center the remaining months of the 2024 fiscal year as follows:

- 1) \$3,558.00 per month for janitorial cleaning of the Recreation Center for seven (7) days per week;
- 2) \$1,935.70 per month for daytime porter cleaning of the Recreation Center for (5) days per week (Monday – Friday) 6 hours per day;

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the City and American Janitorial Services, Ltd. hereby agree as follows:

I.

This Amendment No. 1 shall include the remaining portions of Fiscal Year 203-2024 from March 1 through September 30, 2024.

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 1 to the Janitorial Services Contract in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

AMERICAN JANITORIAL SERVICES

CITY OF ALVIN, TEXAS

By: _____

By: _____
Junru Roland, City Manager

Name: _____

Title: _____

ATTEST/SEAL

ATTEST/SEAL

By: _____

Name:

Title:

By: _____
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

By: _____
Suzanne L. Hanneman
City Attorney

SALES QUOTE

PREPARED FOR

PREPARED DATE
January 29, 2024

City of Alvin

ITEM	QTY	PRICE	TOTAL
YMCA Alvin Current Pricing			\$3455/month
Evening Services 7 days/week			\$1730/month
Day porter M-F 6 hrs			
YMCA Alvin Pricing effective January 2024			\$3558/month
Evening Services 7 days/week			\$1935.70/month
Day porter M-F 6 hrs			

AGREED AND ACCEPTED: (will send an agreement after signature)

NAME	TITLE	DATE
------	-------	------



AGENDA COMMENTARY

Meeting Date: 2/1/2024

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider an amendment to the Agreement with The Brandt Companies, LLC to include HVAC equipment at the Recreation Center located at 3201 Highway 35 as part of the HVAC preventative maintenance and repair scope of services for an additional annual amount not to exceed \$15,489.00; and authorize the City Manager to sign the Agreement upon legal review.

Type of Item: Contract/Agreement

Summary: The Brandt Companies, LLC currently provides Heating Ventilation and Air Conditioning preventative maintenance and repair for all City buildings. The original agreement which included the first full year of service was approved by City Council on August 4, 2022, for an amount of \$84,667.00. The agreement was renewed for the first of three annual renewals on May 2, 2023 for an amount of \$84,667.00. The current agreement expires September 30, 2024, and remains eligible for renewal.

This proposal is for an amendment to the existing agreement, adding HVAC preventative maintenance and repair to the Alvin Recreation Center, at a cost of \$15,489.00 (annually), beginning March 1 through September 30, 2024.

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

Advantages of using Choice Partners Cooperative Purchasing Network:

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

Staff recommends approval as their performance continues to provide good value to the City of Alvin. Staff intends to recommend an annual renewal of The Brandt Companies, LLC Agreement at the October 1, 2024 council meeting that would extend the agreement through September 30, 2025.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐

Funding Account: 616-8003-00-3270 **Amount:** \$15,489.00

Budgeted Item: Yes ☒ No ☐ N/A ☐

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 1/29/2024 SLH
Finance Review Required: N/A ☐ Required ☒ **Date Completed:** CT 1/29/24

Supporting documents attached:

1. Brandt Amendment; Adding Recreation Center
 2. Brandt Letter; Recreation Center Addition Amendment
-

Recommendation: Move to approve an amendment to the Agreement with The Brandt Companies, LLC to include adding Heating, Ventilation and Air Conditioning preventative maintenance and repair to the Recreation Center located at 3201 Highway 35 for an additional amount not to exceed \$15,489.00; and authorize the City Manager to sign the agreement upon legal review.

X

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

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

AMENDMENT NO. 1
TO THE
CITY OF ALVIN
HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT

THIS Amendment No. 1 to the City of Alvin HVAC Preventative Maintenance and Repair Agreement (“Amendment No. 1”) is made on this _____ day of _____ 2024, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the “City”), and The Brandt Companies LLC. (the “Contractor”).

WHEREAS, on August 4, 2022, the City approved and entered into a HVAC Preventative Maintenance and Repair Agreement for Heating, Ventilation and Air Conditioning services for the City of Alvin facilities (the “Agreement”); and

WHEREAS, this Agreement provided for a term ending on September 30, 2024; and

WHEREAS, the City and The Brandt Companies, LLC. entered into Addendum No. 1 on or about May 2, 2023, agreeing to extend the term of the Agreement for an additional year ending September 30, 2024; and

WHEREAS, this Amendment No. 1 adds pricing and frequency of the HVAC Preventative Maintenance for the Recreation Center the remaining months of the 2024 fiscal year as follows:

- 1) \$15,489 for one quarterly and one annual preventative maintenance service visit

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the City and The Brandt Companies, LLC. hereby agree as follows:

I.

This Amendment No. 1 shall include the remaining portions of Fiscal Year 2023-2024 from March 1 through September 30, 2024.

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 1 to the HVAC Preventative Maintenance and Repair Contract in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

The Brandt Companies, LLC

CITY OF ALVIN, TEXAS

By: _____

By: _____
Junru Roland, City Manager

Name: _____

Title: _____

ATTEST/SEAL

ATTEST/SEAL

By: _____

Name:

Title:

By: _____
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

By: _____
Suzanne L. Hanneman
City Attorney

January 25, 2024

The City of Alvin
3201 TX-35
Alvin, TX 77511

Attn: Javier Lopez & Dan Kelinske
Re: PM Agreement for Thelma Ley Anderson Facility

Mr.Lopez & Mr. Kelinske,

Below is the total annual cost for Brandt to perform (1) Quarterly & (1) Annual Service Maintenance Agreement. Coverage to provide early detection of problematic operating conditions to avoid costly repairs and equipment failures along with industry standard recommended maintenance functions to (2) Trane Chillers, (1) PTAC, (3) Pumps, (2) Trane AHU's, (2) Boilers, (10) VAV boxes, (1) BAS Controls System and (5) Exhaust Fans identified in this proposal. Additionally, Brandt will perform (2) quarterly filter replacement on all AHU's and (1) Annual filter replacement on all VAV boxes. Brandt will replace all belts annually and perform Annual coil cleaning and oil sampling to both chillers. All labor, parts and materials associated with repairing the equipment will be charged to the owner as an additional charge as a separate invoice from the agreement invoice. Brandt will perform (1) quarterly PM and (1) Annual PM for all HVAC equipment except for the VAV Boxes and Exhaust Fans which will be PM'd once a year.

It is anticipated that this service agreement coverage would go into effect March 1, 2024 and end September 30, 2024.

Year-1:
\$15,489.00

We appreciate the opportunity to work with you and your organization to ensuring the quality and service to be provided in taking care of your equipment. Should you have any questions or concerns, please do not hesitate to contact me.

Respectfully submitted,

Christopher Clegg
281-639-6119

AUSTIN

19001 N. Heatherwilde Blvd., Ste. 120
Pflugerville, TX 78660
512.491.9100
TACLA 30430C
TECL 20109
M 41312

DALLAS

1728 Briercroft Court
Carrollton, TX 75006
972.395.6000
TACLA 19981C
TECL 20109
M 40211

FORT WORTH

1001 NE Loop 820, Ste. 300
Fort Worth, TX 76131
817.626.0033
TACLA 60298C
TECL 20109
M 40211

HOUSTON

8848 N Sam Houston Pkwy W., Ste 410
Houston, TX 77064
832.714.3200
TACLA 15221C
TECL 20109
M 40211

SAN ANTONIO

6023 Corridor Parkway, Ste. 100
Schertz, TX 78154
210.599.6120
TACLA 18441C
TECL 20109
M 41312

WACO

205 Schroeder Dr.
Waco, TX 76710
254.772.1693
TACLA 26979C
TECL 20109
M 40211



AGENDA COMMENTARY

Meeting Date: 2/1/2024

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider an amendment to the Agreement with LTS Lawncare to include manicured mowing services at the Recreation Center located at 3201 Highway 35 as part of the manicured mowing services agreement for an additional annual amount not to exceed \$31,500.00; and authorize the City Manager to sign the Agreement upon legal review.

Type of Item: Contract/Agreement

Summary: LTS Lawncare currently provides manicured mowing services for select City-owned and State Right of Way property including parkland, life stations, water wells, and various building grounds. LTS is currently awarded two different manicured mowing agreements. The Recreation Center would be added to the agreement originally awarded through the public bid process B-21-11 on May 2, 2021, at an original bid price of \$114,355.59, renewed on April 21, 2022 for the first of three renewals at the price of \$118,956.64, renewed for the second of three renewals on May 4, 2023 for the current price of \$123,714.91. The current agreement expires September 30, 2024, and remains eligible for one more annual renewal.

Manicured Mowing Services (March 1 through Sept. 30, 2024) - \$31,500	
Lawn care per cut price \$875 @ 28 cuts	\$24,500
Maintain front ditch per cut price \$250 @ 28 cuts	\$ 7,000

Staff recommends approval as their performance continues to provide good value to the City of Alvin. Staff intends to recommend the third and final annual renewal of the LTS Lawncare Agreement (B-21-11) at a future City Council meeting, which would renew the agreement through September 30, 2025.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐

Budgeted Item: Yes ☒ No ☐ N/A ☐

Funding Account: 616-8003-00-3270

Amount: \$31,500.00

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 1/29/2024 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 1/29/24

Supporting documents attached:

1. LTS Amendment; adding Recreation Center
2. LTS Letter; Recreation Center Addition Amendment

Recommendation: Move to approve the amendment to the Agreement with LTS Lawncare to

include adding manicured mowing services to the Recreation Center located at 3201 Highway 35 for an additional amount not to exceed \$31,500.00; and authorize the City Manager to sign the Agreement upon legal review.

Reviewed by Department Head, if applicable: X

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: X

Reviewed by City Manager, if applicable: X

AMENDMENT NO. 1
TO THE
CITY OF ALVIN
MANICURED MOWING SERVICES AGREEMENT

THIS Amendment No. 1 to the City of Alvin HVAC Preventative Maintenance and Repair Agreement (“Amendment No. 1”) is made on this _____ day of _____ 2024, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the “City”), and LTS Lawncare. (the “Contractor”).

WHEREAS, on May 2, 2021, the City approved and entered into a Manicured Mowing Services Agreement (the “Agreement”); and

WHEREAS, this Agreement provided for a term ending on September 30, 2022; and

WHEREAS, the City and LTS Lawncare entered into Addendum No. 1 on or about April 21, 2022, agreeing to extend the term of the Agreement for an additional year ending September 30, 2023; and

WHEREAS, the City and LTS Lawncare entered into Addendum No. 2 on or about May 4, 2023, agreeing to extend the term of the Agreement for an additional year ending September 30, 2024; and

WHEREAS, this Amendment No. 1 adds pricing and frequency of the Manicured Mowing Services Agreement for the Recreation Center the remaining months of the 2024 fiscal year as follows:

- 1) \$15,489 for one quarterly and one annual preventative maintenance service visit

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the City and The Brandt Companies, LLC. hereby agree as follows:

I.

This Amendment No. 1 shall include the remaining portions of Fiscal Year 2023-2024 from March 1 through September 30, 2024.

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have made and executed this Amendment No. 1 to the HVAC Preventative Maintenance and Repair Contract in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

The Brandt Companies, LLC

CITY OF ALVIN, TEXAS

By: _____

By: _____

Junru Roland, City Manager

Name: _____

Title: _____

ATTEST/SEAL

ATTEST/SEAL

By: _____

By: _____

Name:

Dixie Roberts, City Secretary

Title:

APPROVED AS TO FORM:

By: _____

Suzanne L. Hanneman
City Attorney

ESTIMATE

LTS Lawn Care
P.O. Box 314
Alvin, TX 77512

I.dietrich1313@gmail.com
+1 (281) 433-2590

City of Alvin, Parks Department

Bill to
City of Alvin, Parks Department

Ship to
City of Alvin, Parks Department

Estimate details

Estimate no.: 1098 Estimate date: 1/29/24

Product or service		Amount
1.	LAWN CARE Lawn Care for YMCA Highway 35 South Bypass, Mow, Edge, Weed Eat, Blow Clippings, per trip pricing	1 unit × \$875.00 \$875.00
2.	LAWN CARE Maintain front Ditch bordering Hwy 35 South	1 unit × \$250.00 \$250.00
3.	CONTRACT LABOR Mulch all flower beds and trees, hardwood mulch, supply and install mulch per trip pricing	1 unit × \$975.00 \$975.00
Total		\$2,100.00



AGENDA COMMENTARY

Meeting Date: 2/1/2024

Department: Administration - Asst. City Manager

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

Agenda Item: Discuss and consider Resolution 24-R-06, appointing Mohamad "Mo" Ghuneim as the Presiding Municipal Judge for the City of Alvin Municipal Court for a two (2) year term ending March 5, 2026; and authorize the Mayor to sign the Employment Agreement.

Type of Item: Resolution

Summary: Judge Mohamad "Mo" Ghuneim assumed the role of Presiding Judge in March 2020, was reappointed in 2022, and expresses a desire to extend his service to the City of Alvin in the capacity of Presiding Judge. His current Employment Agreement is set to expire on March 5, 2024. Judge Mo is responsible for presiding over trials and other court proceedings, performing certain magistrate functions, and overseeing the general administration of the court.

Staff recommends approval of Resolution 24-R-06 for the reappointment and the approval of the Employment Agreement with Judge Ghuneim.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐ **Budgeted Item:** Yes ☒ No ☐ N/A ☐

Funding Account: Court **Amount:** \$3750 per month **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 1/24/2024 SLH

Finance Review Required: N/A ☐ Required ☒ **Date Completed:** CT 1/29/24

Supporting documents attached:

1. Res 24-R-06; Appointing Mo Ghuneim Presiding Judge
2. Exhibit 1; Employment Agreement Presiding Judge Ghuneim 2024-2026

Recommendation: Move to approve Resolution 24-R-06, appointing Mohamad "Mo" Ghuneim as the Presiding Municipal Judge for the City of Alvin Municipal Court for a two (2) year term ending March 5, 2026; and authorize the Mayor to sign the Employment Agreement.

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-06

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, APPOINTING MOHAMAD (“MO”) GHUNEIM AS THE PRESIDING MUNICIPAL COURT JUDGE FOR THE ALVIN MUNICIPAL COURT FOR A TWO (2) YEAR TERM; APPROVING AN EMPLOYMENT AGREEMENT WITH MOHAMAD (“MO”) GHUNEIM AS THE PRESIDING MUNICIPAL COURT JUDGE OF THE CITY OF ALVIN MUNICIPAL COURT; AUTHORIZING THE MAYOR TO SIGN THE EMPLOYMENT AGREEMENT; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, Article VI Section 2 of the Charter of the City of Alvin provides for the Council’s authority to elect a Presiding Judge of the Municipal Court; and

WHEREAS, the City Council authorizes the City of Alvin to enter into the Employment Agreement with Mohamed (“Mo”) Ghuneim for the Appointment as the Presiding Judge of the City of Alvin Municipal Court; **NOW THEREFORE**,

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

Section 1. That the City Council of the City of Alvin hereby approves of the appointment of Mohamed (“Mo”) Ghuneim as the Presiding Judge of the City of Alvin Municipal Court for a two (2) year term.

Section 2. That the Employment Agreement for the Appointment of Mohamed (“Mo”) Ghuneim as the Presiding Judge of the Alvin Municipal Court, attached hereto as Exhibit 1 and made a part hereof, is hereby approved, and the Mayor is hereby authorized to execute said Agreement on behalf of the City of Alvin.

Section 3. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED on this 1st day of February 2024.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

**EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF ALVIN
AND
PRESIDING MUNICIPAL COURT JUDGE OF
THE CITY OF ALVIN MUNICIPAL COURT**

This Agreement is made by and between the City of Alvin, Texas, a home rule municipal corporation located in Brazoria County, Texas (hereinafter called “City”), and Mohamad (“Mo”) Ghuneim, the Presiding Municipal Court Judge of the City of Alvin Municipal Court.

**ARTICLE I.
APPOINTMENT**

1.1 The City, acting by and through its City Council, exercising its discretion pursuant to the City Charter, Code of Ordinances, and the laws of the State of Texas, hereby appoints Mohamad (“Mo”) Ghuneim, the Presiding Municipal Court Judge for the City of Alvin Municipal Court.

1.2 The City Charter and Section 29.005 of the Texas Government Code provides for a term of office for the judge of a municipal court to be two (2) years, unless the municipality provides for a longer term pursuant to Article XI, Section 11, of the Texas Constitution.

1.3 The Presiding Municipal Court Judge shall perform the services of Presiding Municipal Court Judge for the City of Alvin Municipal Court and maintain eligibility to serve in such capacity for a term of two (2) years commencing the 5th day of March 2024, and concluding the 5th day of March 2026, unless terminated earlier.

1.4 The Presiding Municipal Court Judge shall perform all services in accordance with the Code of Judicial conduct himself in a judicial demeanor at all times Conduct applicable to judges of courts in the State of Texas and agrees to in representing the City.

1.5 The Presiding Municipal Court Judge, in coordination with the Municipal Court Administrator, shall schedule Court dockets for adult and juvenile cases to facilitate optimal court efficiency in support of the City.

**ARTICLE II.
MUNICIPAL COURT**

2.1 The Presiding Municipal Court Judge shall operate court proceedings, including but not limited to, court technology and court security, within the allocated budget and staffing as approved by the City Council of the City of Alvin.

2.2 The Presiding Municipal Court Judge's responsibilities and duties include, but are not limited to, the following:

- (a) Coordinate/communicate with the Associate Judge(s), if any.
- (b) Preside over court dockets and trials (Class C Misdemeanors, City ordinances, traffic violations, criminal misdemeanors, property matters, criminal jury and non-jury trials, pre-trial conferences, juvenile matters, and other cases appropriately tried in Municipal Court).
- (c) Preside over jury and non-jury cases and levy fines commensurate with the violation in such a manner to preserve equity and uniformity in the application of existing laws and ordinances.
- (d) Review and/or sign Administrative Search Warrants.
- (e) Coordinate court activities with the Municipal Court Administrator, and other city departments.
- (f) Conduct any special hearings as may be associated with Alvin Municipal Court.
- (g) Provide arraignment duties as needed and shall be available for magistrate services, or delegate to another Judge to provide coverage (as required by law), or as may be needed.
- (h) Collaborate with the applicable city department(s) to ensure policies and orders are within the parameters of state law and consistent with the values of the community and the needs of other departments.
- (i) Prepare an annual report to the City Council regarding judicial performance and productivity of the Court.
- (j) Coordinate and oversee the Court Security Committee, as required by State law.
- (k) Perform other duties as permitted by Texas state law.

2.3 The Presiding Municipal Court Judge shall review and sign court-related paperwork in a timely and efficient manner to promote efficient and effective court operations and collections.

2.4 The Presiding Municipal Court Judge shall be a Magistrate and shall perform the necessary magistrate services and duties as outlined in Texas state law for the City of Alvin.

2.5 The Presiding Municipal Court Judge shall be proficient in using the Court software(s) and/or technology. The Presiding Municipal Court Judge shall be provided with a reasonable level of training for such software and technology.

2.6 The Presiding Municipal Court Judge will serve as an Official for the City of Alvin and will be afforded all protections of the applicable City Charter provisions and immunities provided by the State Constitution and law.

ARTICLE III. COMPENSATION

3.1 As compensation for all required services, as outlined herein, the City agrees to pay the Presiding Municipal Court Judge \$3,750.00 monthly, which equates to an annual compensation of \$45,000.00. The Employee's base rate may be increased on October 1 of each year based on the amount or formula used to adjust the cost of living pay for other City employees, and this Agreement will be automatically amended to reflect any compensation adjustments provided by the city. No other compensation or benefits shall be paid to the Presiding Municipal Court Judge.

3.2 The Parties shall comply with all provisions of the Internal Revenue Code, as amended.

3.3 The city agrees to budget for and to pay for tuition, travel expenses, and subsistence expenses for mandatory judicial continuing education and for membership in the following organizations: State Bar of Texas, the Texas Municipal Court Association, and other employment-related memberships as approved by Council, subject to budget allowances.

3.4 The City shall provide the Presiding Municipal Court Judge with a, laptop, software, fax/modem required to perform the job and to maintain communication with the Municipal Court, Prosecutor, Alvin Police Department, and other city departments, including necessary technology to communicate and work outside of the office such as cell phone, electronic devices and the data and internet plans associated therewith.

ARTICLE IV. GENERAL PROVISIONS

4.1 This Agreement consists of this document, upon which the parties have affixed their signatures. This is the entire agreement between the parties, with respect to the subject matter hereof, and supersedes all other previous statements, communications, or agreements, whether oral or written. No modification, alteration, or waiver of any provision hereof shall be binding upon the parties unless evidenced in writing and signed by both parties.

4.2 The City or the Presiding Municipal Court Judge may terminate this Agreement in accordance with state law.

4.3 The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the law of the State of Texas, and any venue

for any action concerning this Agreement shall be in Brazoria County, Texas.

4.4 This Agreement shall be payable out of current revenues only and is subject to and limited by the City's annual budget. The City represents and warrants that it has appropriated current funds available to pay its obligations under this Agreement.

4.5 In the event one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the Contract shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained in it.

IN WITNESS WHEREOF, the City and the Presiding Municipal Court Judge have executed this Agreement effective as of the 1st day of February 2024.

PRESIDING MUNICIPAL JUDGE

CITY OF ALVIN, TEXAS

By: _____
Mohamad ("Mo") Ghuneim,
Presiding Municipal Judge

By: _____
Gabe Adame, Mayor

ATTEST:

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 2/1/2024

Department: Administration - Asst. City Manager

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

Agenda Item: Consider Resolution 24-R-07, appointing Mike Merkel to serve as an Associate Municipal Judge for the City of Alvin Municipal Court for a two (2) year term ending March 5, 2026; and authorize the Mayor to sign the Employment Agreement.

Type of Item: Resolution

Summary: Article VI Section 2 of the Code of Ordinance authorizes City Council to appoint Associate Judges as deemed appropriate and necessary by the presiding judge. Presiding Judge Mohamad Ghuneim consents to the reappointment of Mike Merkel as Associate Judge of the City of Alvin. Judge Mike Merkel began serving as an Associate Judge for the City of Alvin in 2013 – overseeing the City’s magistrations in the City jail on a volunteer basis. As an associate judge, Judge Merkel will receive direction from the Presiding Judge, Mohamad Ghuneim, for his duties which include, but are not limited to, arraigning prisoners in the City jail.

The terms and conditions of the proposed Employment Agreement are the same, minus a few grammatical corrections.

Staff recommends approval of Resolution 24-R-07 and the Employment Agreement.

Funding Expected: Revenue ☒ Expenditure ☐ N/A ☐

Budgeted Item: Yes ☒ No ☐ N/A ☐

Funding Account: Court **Amount:** \$600/mo

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 1/24/2024 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 1/29/24

Supporting documents attached:

1. Res 24-R-07; Appointing Mike Merkel Associate Judge
2. Exhibit 1; Employment Agreement Associate Judge Merkel 2024-2026

Recommendation: Move to approve Resolution 24-R-07, appointing Mike Merkel to serve as an Associate Municipal Judge for the City of Alvin Municipal Court for a two (2) year term ending March 5, 2026; and authorize the Mayor to sign the Employment Agreement.

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-07

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, APPOINTING MIKE MERKEL AS AN ASSOCIATE JUDGE FOR THE ALVIN MUNICIPAL COURT FOR A TWO (2) YEAR TERM; APPROVING AN AGREEMENT WITH MIKE MERKEL AS ASSOCIATE JUDGE OF THE CITY OF ALVIN MUNICIPAL COURT; AUTHORIZING THE MAYOR TO SIGN THE EMPLOYMENT AGREEMENT; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, Article VI Section 2 of the Charter of the City of Alvin provides for the Council's authority to elect an Associate Judge of the Municipal Court; and

WHEREAS, the City Council authorizes the City of Alvin to enter into the Employment Agreement with Mike Merkel for the Appointment of the Associate Municipal Judge of the City of Alvin Municipal Court; **NOW THEREFORE**,

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

Section 1. That the City Council of the City of Alvin hereby approves of the appointment of Mike Merkel as an Associate Judge of the City of Alvin Municipal Court for a two (2) year term.

Section 2. That the Employment Agreement for the Appointment of Mike Merkel as the Associate Judge of the Alvin Municipal Court, attached hereto as Exhibit 1 and made a part hereof, is hereby approved, and the Mayor is hereby authorized to execute said Agreement on behalf of the City of Alvin.

Section 3. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED on this 1st day of February 2024.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

THE STATE OF TEXAS §
COUNTY OF BRAZORIA §

WITNESSETH:

- Page 126 of 202

7. The Associate Judge shall perform all services in accordance with the Code of Judicial Conduct applicable to judges of courts in the State of Texas and agrees to conduct himself in a judicial demeanor at all times in representing the City.

8. The Associate Judge shall serve at the pleasure of the City Council. The City may terminate the services of the Associate Judge at any time, without cause, with 60 days' notice. The Associate Judge may terminate this Agreement at any time, without cause, with 60 days' notice.

9. The Parties to this Agreement hereby acknowledge that the Associate Judge can be removed for cause in accordance with State Law as provided for in such cases.

10. The City shall be obligated to pay its obligations hereunder from funds budgeted and appropriated for that purpose. Should the City, not appropriate funds to pay its obligations hereunder for any budget year during the term of this Agreement other than the City's current budget year, this Agreement shall be deemed terminated at the end of the budget year preceding the budget year for which such appropriation is not made. Termination in accordance with this Section shall not constitute an act of default by the City.

11. The City agrees, regarding the services provided herein, to indemnify and hold harmless the Associate Judge for any act, claim, or liability for negligence or gross negligence acting on behalf of the City and shall maintain adequate insurance or liability coverage to effectuate this provision.

12. This Agreement consists of this document, upon which the parties have affixed their signatures. This Agreement is the entire agreement between the parties, with respect to the subject matter hereof, and supersedes all other previous statements, communications, or agreements, whether oral or written. No modification, alteration, or waiver of any provision hereof shall be binding upon the parties unless evidenced in writing and signed by both parties.

13. Both Associate Judge and City represent that they have full capacity and authority to grant all rights and assume all obligations they have granted and assumed under this Agreement.

14. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the law of the State of Texas and any venue for any action concerning this Agreement shall be in Brazoria County, Texas.

15. In the event one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the Agreement shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained in it.

This Agreement is entered into and executed on this 1st day of February 2024.

ASSOCIATE JUDGE

CITY OF ALVIN

By: _____
Mike Merkel

By: _____
Gabe Adame, Mayor

ATTEST:

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 2/1/2024

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider authorizing an expenditure for the rehabilitation of the Verhalen and North Bypass 35 Elevated Water Towers to Maguire Iron Inc. through the Interlocal Purchasing System (TIPS) in the amount not to exceed \$766,670.00; and authorize the City Manager to sign related documents upon legal review.

Type of Item: Contract/Agreement

Summary: Public water systems are required by the Texas Commission on Environmental Quality (TCEQ) to have potable water tanks/towers inspected annually. In years past, these inspections were done by scuba divers or remote operated vehicles (ROV). The diver process is essentially a human diver that inspects the tank by diving underwater in the tank to perform the inspection. The ROV process is a remotely-operated vehicle having a camera with the ability to operate underwater while being controlled by a trained inspector. The City of Alvin has used both methods completed by reputable companies annually in previous years, and both methods are approved by TCEQ.

Over the last year, staff noticed the deterioration of the exterior coatings on the Verhalen and Bypass 35 water towers, and, as a result, we opted to have a more in-depth inspection that would include structural integrity, corrosion prevention, improving water quality, and regulatory compliance. During the in-depth inspection, several defects were revealed to the staff. For example, the Verhalen water tower inspection revealed excessive steel loss (minor holes forming in the roof), delamination of the existing coating, excessive coating materials from previous coatings, corrosion, and minimal sediment buildup inside the tank. Based on these findings, the Verhalen tank will need to be drained and sand blasted; the roof access hatch and the corroded steel will need to be repaired/replaced; coatings will need to be applied, and lastly, the tower will need to be cleaned and disinfected before being put back into service. The current cost to complete this work is \$608,420.00.

On the other hand, the Bypass 35 water tower's inspection results were much better than the Verhalen tank's inspection. The interior and exterior of the tank need to be cleaned (pressure washed), coating applied -- with City logos -- and disinfected. This tank's scope of work is not as invasive as the Verhalen tank because it is newer, but the life of the current coating is deteriorating, showing signs of corrosion and will continue to get worse as time goes on unless addressed. The cost for the work for the Bypass 35 tower is \$158,250.00.

The Verhalen water tower was constructed in 1988 and last re-coated in 2012. The Bypass 35 tower was constructed in 2008 and has the original coating from that construction. The typical life of these coatings is around 15 years. These water towers are essential for storing 1,250,000 million gallons of water, distributing drinking water to our community, and are crucial for public health and safety. The needed repairs and the re-coating are crucial for the structural integrity of the towers, ensuring they

can withstand the environmental elements they are often exposed to. The re-coating on the interior and exterior will extend the lifespan of the structure, reduce the risk of contamination of the water supply, and ensure that TCEQ compliance is met.

Staff recommends Maguire Iron Inc. to service/repair the Verhalen and Bypass 35 water towers. Maguire Iron Inc. has been in the water storage tank industry since 1915. They offer a full spectrum of water storage tank services, including new and pre-owned tanks, relocation of existing tanks, repairs and replacement parts, lead abatement services, exterior painting, interior linings, service agreements, full-service maintenance programs, tank mixing, tank chemical cleaning, year-round emergency services, and tank inspections by National Association of Corrosion Engineers (NACE) certified inspectors. Maguire Iron Inc. is a member of a cooperative purchasing agency -- The Interlocal Purchasing System (TIPS). If approved, the contract for each water tower will be procured utilizing TIPS under the contract number 23010401.

The following documents are included in the city council packet: tank inspection photos, proposals including the scope of work for each tank, and the Maguire Iron qualification statement.

Funding for this project will come from interest earnings on the 2020 Water & Sewer Revenue Bonds.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐	Budgeted Item: Yes ☐ No ☒ N/A ☐
Funding Account: <u>238-6001-00-9085</u> Amount: <u>\$766,670.00</u>	1295 Form Required? Yes ☒ No ☐
Legal Review Required: N/A ☐ Required ☒	Date Completed: _____
Finance Review Required: N/A ☐ Required ☒	Date Completed: <u>CT 1/29/24</u>

Supporting documents attached:

1. Alvin Tank Inspection
 2. TCEQ Inspection Alvin-Verhalen-500MG-PED
 3. TCEQ Inspection Alvin 750MG-N Bypass 35 Composite Tank
 4. Alvin-Verhalen Proposal
 5. Alvin 35 Bypass Proposal
 6. Maguire Iron Qualifications
 7. Water Tower Logo Examples
-

Recommendation: Move to authorize an expenditure for the rehabilitation of the Verhalen and North Bypass 35 Elevated Water Towers to Maguire Iron Inc. through the Interlocal Purchasing System (TIPS) in the amount not to exceed \$766,670.00; and authorize the City Manager to sign related documents 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: ☒





CITY OF ALVIN, TEXAS

TANK PHOTO OVERVIEW



2022

by the numbers

25



STATES
WORKED IN

881



PROJECTS COMPLETED

OVER

6.1

MILLION
NEW STORAGE GALLONS CREATED

198

PAINT JOBS

OVER

25,000



GALLONS
OF PAINT USED

22

TANKS
COMPLETED



OVER

4.5

MILLION
POUNDS OF STEEL USED





35 BYPASS-750MG-COMPOSITE-EXTERIOR



COMPOSITE ROOF EXTERIOR



COMPOSITE-ROOF OPEN HOLES



COMPOSITE-INTERIOR



COMPOSITE APPURTENANCES



COMPOSITE SAFETY ITEMS



COMPOSITE SUMMARY

Exterior:

- Install new paint coating system
- Repair roof hatch
- Repair roof holes-TCEQ sanitary violation
- Repair overflow flapper-TCEQ violation
- Remove exterior biological growth every 3-5 years.

Interior:

- Washout during exterior paint.
- Install dry tube ladder stand offs for coax.

VERHALEN 500MG-PEDESPHERE



VERHALEN PED-EXTERIOR



VERHALEN-EXTERIOR



VERHALEN ROOF HOLES



VERHALEN ROOF HOLES



VERHALEN DRY TUBE



VERHALEN DRY TUBE HOLES



VERHALEN INTERIOR



VERHALEN SAFETY



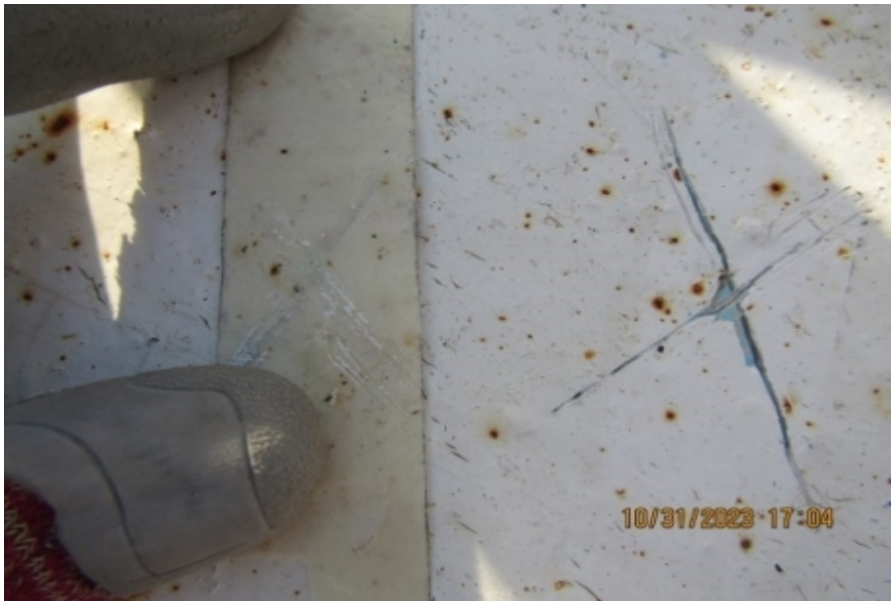
VERHALEN APPURTENANCES



VERHALEN OVERFLOW



VERHALEN MISC



VERHALEN SUMMARY

Exterior

- Install new coating system
- Blast with containment
- **Extensive steel repair/replacement to seal roof holes (TCEQ sanitary violation)
- Replace roof hatch
- Install new overflow+flapper
- Install standoffs for coax
- Install new riser collar on roof

Interior+Dry Tube

- Install new NSF 61/600coating system-blast prep
- Steel repair
- Dry tube steel patches
- Dry platform repair-level 1
- Dry tube corrosion repair
- Install ladder messenger pipe or ladder stand offs for coax.



MAGUIRE

WATER TANK EXPERTS

CONSTRUCTION | MAINTENANCE

POTABLE WATER STORAGE TANK Inspection Form

Section 290.46(f)(3)(D)(ii) of the Texas Commission on Environmental Quality's *Rules and Regulations for Public Water Systems* requires documentation of annual ground, elevated, and pressure storage tank maintenance inspections. [See also 290.46(m)(1) and 290.46(m)(2)]

Location:
Description: Alvin-500MG-Pedesphere 700 Varhalen Rd., Alvin, TX
Date & Material of Exterior Coating System: unknown
Date & Material of Interior Coating System: unknown

Exterior of Tank

O.K.	Problem	NA	Description
X			Foundation: settling, cracks, deterioration
	X		Protective Coating: rust, pitting, corrosion, leaks
X			Water Level Indicator: operable, cable access opening protected
	X		Overflow Pipe: flap valve cover accessible, operable, sealed
X			Access Ladder: loose bolts or rungs
	X		Roof: low spots for ponding water, holes along seams, rust
X			Air Vents: proper design, screened, sealed edges and seams
		X	Cathodic Protection Anode Plates: secured and sealed
	X		Roof Hatch: proper design, locked, hinge bolts secured, gasket delaminated
		X	Pressure Tank Operational Status: pressure release device, pressure gauge, air-water volume device

Interior of Tank

O.K.	Problem	NA	Description
	X		Water Quality: insects, floating debris, sediment on the bottom
	X		Protective Coating: rust, corrosion, scaling

Date: N/A	Last Inspection of Pressure Tank Interior
------------------	--

Comments

Several holes open to the environment on the roof (qty 8). Overflow is delaminated. Roof hatch is delaminated and unable to obtain seal. Interior ladder is delaminated. Sediment on tank floor.
Name of Inspector: Roxana Bagwell, Maguire
Date of Inspection: 10-31-23

POTABLE WATER STORAGE TANK Inspection Form

Section 290.46(f)(3)(D)(ii) of the Texas Commission on Environmental Quality's *Rules and Regulations for Public Water Systems* requires documentation of annual ground, elevated, and pressure storage tank maintenance inspections. [See also 290.46(m)(1) and 290.46(m)(2)]

Location:
Description: Alvin 750MG-Composite 3625 N. Bypass 35, Alvin, TX
Date & Material of Exterior Coating System: unknown
Date & Material of Interior Coating System: unknown

Exterior of Tank

O.K.	Problem	NA	Description
X			Foundation: settling, cracks, deterioration
	X		Protective Coating: rust, pitting, corrosion, leaks Corrosion on roof, coating failure
X			Water Level Indicator: operable, cable access opening protected
	X		Overflow Pipe: flap valve cover accessible, operable, sealed not sealed
X			Access Ladder: loose bolts or rungs
X			Roof: low spots for ponding water, holes along seams, rust
X			Air Vents: proper design, screened, sealed edges and seams
	X		Cathodic Protection Anode Plates: secured and sealed open to environment
X			Roof Hatch: proper design, locked, hinge bolts secured, gasket no gasket
		X	Pressure Tank Operational Status: pressure release device, pressure gauge, air-water volume device

Interior of Tank

O.K.	Problem	NA	Description
	X		Water Quality: insects, floating debris, sediment on the bottom sediment
X			Protective Coating: rust, corrosion, scaling
Date: N/A		Last Inspection of Pressure Tank Interior	

Comments

Name of Inspector: Roxana Bagwell, Maguire
Date of Inspection: 10-31-23



CONTRACT FOR SERVICES

This contract made and entered into this 04 day of January, 2024, by and between Alvin, TX - City of hereinafter called the "Owner" or "Customer" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" or "Company" for and in consideration of the mutual covenants and promises hereinafter contained.

City of Alvin-Verhalen Tank

WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

Exterior Renovation with Class 3A Containment

- Contractor will abrasive blast clean the complete exterior (100%) to an SSPC - SP No. 6 "Commercial Blast". After abrasive blast cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- Contractor will apply one (1) prime coat of zinc to the complete exterior (100%) shall be applied to manufacturer's recommended film thickness (2.5 - 3.5 mils DFT).
- Contractor will apply one (1) intermediate coat of epoxy to the complete exterior (100%) shall be applied to the manufacturer's recommendations (3.0 - 5.0 mils DFT).
- Contractor will apply one (1) finish coat of urethane to the complete exterior (100%) shall be applied to the manufacturer's recommendations (2.0 - 5.0 mils DFT).

Interior Wet Renovation

- Contractor will abrasive blast clean the complete interior (100%) to an SSPC - SP No. 10 "Near White Metal". After abrasive blast cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- Contractor will apply one (1) prime coat of NSF-61 approved zinc rich primer to the complete interior (100%) shall be applied to manufacturer's recommended film thickness (2.5 - 3.5 mils DFT).
- Contractor will apply one (1) additional coat of NSF-61 approved epoxy to be applied by brush and roller to all edges, weld seams and sharp angles.
- Contractor will apply one (1) finish coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (8.0 - 14.0 mils DFT).

Interior Wet Disinfection Method

- Contractor will disinfect the interior of the tank as per AWWA Standard C652-02, Chlorine Method #3 prior to the owner filling the tank.
- Water samples and testing is the responsibility of the owner.



Interior Dry Renovation

- Contractor will pressure wash the complete interior in accordance with SSPC SP No. 12.
- Contractor will SSPC SP No. 2 / 3 Hand tool clean / Power tool clean all rusted areas.
- Contractor will apply one (1) spot prime coat of epoxy to the rusted and cleaned areas. Coatings to shall be applied to manufacturer's recommended film thickness (2.0 - 4.0 mils DFT).
- Contractor will apply one (1) additional spot prime coat of epoxy to the spot primed areas for a two coat system. Coatings to shall be applied to manufacturer's recommended film thickness (2.0 - 4.0 mils DFT).

Coax Stand off Repairs

Roof Access

- Contractor will remove existing roof manway and install new 30 inch round manway.

Ped Door Corrosion Repair

Flapper Gate

- Contractor will install one (1) 6 inch flapper / Screen combination to the overflow.

Overflow screen Repair

Roof Repairs

TIPS



Pressure Tank

- A date shall be coordinated by both parties for the owner to allow access to the water tanks site. Plumbing to fire hydrant to be provided by Maguire Iron. Pump controls will need to be determined and provided by the city of required.
 - A 10,000 gallon temporary storage tank shall be installed at a designated location near the water tank. If water sampling is required per state regulations prior to introducing into the system, these tests shall be performed and submitted by the city or water supplier.
 - * This proposal covers all mobilization, setup, and breakdown of the temporary storage. Temporary storage proposal is based on (2) month rental.
- * Note additional materials may be required based on tank location and set up which could incur minimal extra cost for piping.

Hold Harmless Agreement:

By signing and dating our issued proposal for a project you will also agree to release, waive, discharge and covenant not to sue and hold harmless from any and all liability, claims, costs and expenses whatsoever arising out of or related to any loss, damage, or injury, that may be sustained in the process of renting this temporary water storage.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Contract Notes

- Contractor will apply one (1) new logo to the tank. Logo design will be approved by the Owner. Owner will also approve the location of the logo.
- Roof Repairs includes plating all existing holes, cathodic protection ports and fixing corroded steel around the top of the dry tube and roof.
- This contract is being procured through The Interlocal Purchasing System (TIPS), of which Maguire Iron Inc. is an Awarded and Approved Vendor, under the contract number 23010401.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of **\$ 608,420.00** plus applicable sales, excise, and/or use tax shall become due and payable in full.



Terms: Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1½% per month (annual rate of 18%) will be charged on past due accounts. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage. Contractor will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner. Contractor may apply a temporary surcharge to amounts otherwise payable under this Agreement to reflect significant cost increases for materials, supplies, and/or fuel during high inflationary periods. Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State. Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the contract amount.**

Quote ID: DQ007713-1
Page 161 of 202



CONTRACT FOR SERVICES

This contract made and entered into this 04 day of January, 2024, by and between Alvin, TX - City of hereinafter called the "Owner" or "Customer" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" or "Company" for and in consideration of the mutual covenants and promises hereinafter contained.

City of Alvin-North Bypass 35 Tank

WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

Exterior Renovation

- Contractor will pressure wash the complete exterior (100%) in accordance with SSPC SP No. 12 "Waterjetting."
- Contractor will SSPC SP No. 2 / 3 Hand tool clean / Power tool clean all rusted areas.
- Contractor will apply one (1) full prime coat of epoxy to the complete exterior (100%) shall be applied to manufacturer's recommended film thickness (2.0 - 4.0 mils DFT).
- Contractor will apply one (1) finish coat of polyurethane to the complete exterior (100%) shall be applied to the manufacturer's recommendations (2.5 - 4.0 mils DFT).

Disinfection Method

- Contractor will disinfect the interior of the tank as per AWWA Standard C652-02, Chlorine Method #2 Spray down method prior to the owner filling the tank.
- Water samples and testing is the responsibility of the owner.

Coax Stand off Repairs

Prepare and Paint Inside of Roof Hatch

TIPS

Plate and Seal Weld Four (4) Existing Cathodic Protection Ports that Currently are Covered with a "Rubber Boot"



Cleanout

- Contractor will furnish tools, labor, and materials as well as necessary insurance to perform the work in a good and workmanlike manner.
- Contractor will furnish a pressure relief valve / blow off valve for use by the Owner if needed at no charge.
- Contractor will wash out heavy sediment once the tank is emptied by the owner.
- Contractor will power wash the bottom 6' of the interior wet area of the tank after heavy sediment has been removed from the tank. Some staining may remain.
- Contract is based on up to one half-day of crew onsite. Projects over one-half day will be charged at \$575/hour. Additional days required will be charged at \$2500/day.
- Should any emergency repair or renovation be necessary, cost and details to be submitted. No extra work will be done without the owner's authorization.
- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tank.

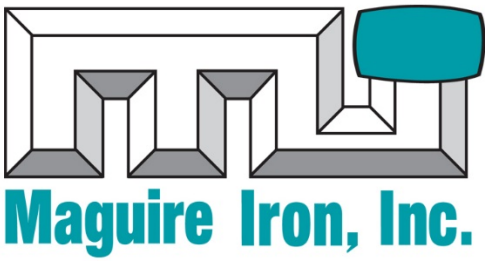
Contract Notes

- Contractor will apply two (2) new logos to the tank. Logo design will be approved by the Owner. Owner will also approve the location of the logo. The second logo will be placed 180 degrees opposite of the first approved location.
- This contract is being procured through The Interlocal Purchasing System (TIPS), of which Maguire Iron Inc. is an Awarded and Approved Vendor, under the contract number 23010401.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of **\$ 158,250.00** plus applicable sales, excise, and/or use tax shall become due and payable in full.

Terms: Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1½% per month (annual rate of 18%) will be charged on past due accounts. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage. Contractor will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner. Contractor may apply a temporary surcharge to amounts otherwise payable under this Agreement to reflect significant cost increases for materials, supplies, and/or fuel during high inflationary periods. Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State. Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the contract amount.**

Quote ID: DQ007714-1
Page 164 of 202



Roxana Bagwell

bagwellr@maguirewater.com

Phone: 737-990-7656

QUALIFICATIONS STATEMENT



City of Alvin, TX

2023

TANK MAINTENANCE

TANK MANAGEMENT | INSPECTIONS | CLEANING | REPAIR | COATINGS | WATER QUALITY

NEW TANK

DESIGN | ENGINEERING | FABRICATION | CONSTRUCTION

MAGUIREIRON.COM

OUR STORY

At Maguire Iron, Inc. we believe in building a better tomorrow by providing unmatched services to deliver life-sustaining water. We do this by creating products, delivering services and partnering with communities to build and maintain the infrastructure that delivers the most important resource to live...water!

Maguire Iron is a family-owned and operated company based in Sioux Falls, South Dakota that has been in the water storage tank industry since 1915.



We offer a full spectrum of water storage tank services including new and pre-owned tanks, relocation of existing tanks, repairs and replacement parts, lead abatement services, exterior painting, interior linings (both conventional epoxy and 100% solids), service agreements, full-service maintenance programs, tank mixing, tank chemical cleaning, year around emergency services, and tank inspections by NACE certified inspectors.

We also operate a 60,000-square foot facility that includes an ASME Certified fabrication shop.

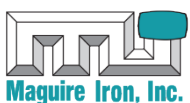


Our range of operational capability consists primarily of 23 states from the Rocky Mountains to Ohio, and North Dakota to the Gulf Coast, with occasional work in outlying states.

We employ approximately 130 full-time professional employees consisting of office staff, fabricators, welders, erectors, steelworkers, painters, inspectors and repair specialists. This includes 16 field crews performing field and site operations. We also have the expertise of an in-house engineering department, 4 SSPC C3/C5 Lead Abatement certified personnel, and National AWWA D100 Steel Tank, D101 Tank Inspection, and M42 committee members.

CORE VALUES

- Strive for Excellence
- Commit to Safety
- Build on Integrity
- Serve with Passion
- Grow the Family



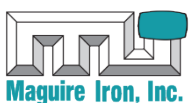
THE FULL-SERVICE MAGUIRE MAINTENANCE PLAN

The Maguire Iron Full-Service Maintenance Plan is a comprehensive program to better manage the liabilities associated with your water tank maintenance. For a predictable cost, the City of Hitchcock will know that these important assets are being properly maintained at a fair price. Our Maintenance Plan:

- provides turn-key project completion from start to end, including permitting and professional engineering services
- spreads the capital of the costs of initial renovations
- provides emergency services for repairs such as leaks and graffiti removal
- provides yearly inspections of the tanks with clean outs every other year with tank inspection reports
- protects the tank's structural, safety, sanitation, security, and the interior and exterior coatings
- is GASB 34 compliant
- provides future interior and exterior coatings renovations
- provides predictable budgeting for all aspects of tank maintenance

The Maguire Iron Full-Service Maintenance Plan is designed to be a “worry free” solution for maintaining your tanks at their highest level.

OPERATIONS



MAGUIREIRON.COM

The following full-time employees will be the “Principal Employees” associated with the operations and management of Maguire Iron Projects.

1. **Scott Jones**, Vice President

- As the company’s Vice President, Scott has experience in all facets of managing tank rehabilitation projects. Scott received his BS in Chemistry with a Mathematics minor from the University of South Dakota. He is NACE 3 certified, with over 30 years of experience in municipal water tank projects. Scott will be involved as the administrative head for the entire project, overseeing all of the administrative department heads, as well as heading contract execution and overall scheduling.

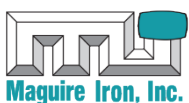
2. **Mike Farnsworth**, Director of Operations

- Mike is responsible for scheduling and oversight of all projects and operational personal. Mike is a retired Navy Veteran and has over 25 years’ experience in Management.

3. **Dan Drake**, P.E. Lead Engineer

- Dan will be responsible for all engineering and permitting of each of your projects. Dan will work with our project managers and management to ensure design and specification is sound and the best practice to maintain your assets.

QUALITY CONTROL



Maguire Iron has many employees with NACE certification. This ensures the quality of our workmanship is at its highest level.

NACE Certified Employees

1. NACE Certified Coating Inspector – Level 3

Scott Jones	Vice-President	#5707
Richard Kemmis	Field Representative	#10226
David Humble	Director of Field Crews	#22067
Jamie Mays	Director of Sales	#6754

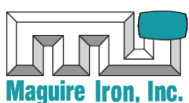
2. NACE Certified Coating Inspector – Level 2

Chad Edwards	Field Representative	#22064
Nathan Johnson	Quality Control Inspector	#72326
Thomas Montelongo II	Quality Control Inspector	#79366

3. NACE Certified Coating Inspector – Level 1

Haskell Parada	Field Safety Inspector	#59085
Jack Powell	Sales Manager - South	#64128
Jason Wipf	Field Foreman	#50716
Migdad Mustafa	Project Coordinator	#81133
Jake Dugger	Field Representative	#81132

CERTIFICATIONS



Maguire Iron has many employees with SSPC-C3/C5 certifications. These professionals are informed on different aspects of industrial painting to insure high quality workmanship.

SSPC Certified Employees

1. SSPC – C3/C5 Certified: Supervisors/Competent Person for De-leading of Industrial Structures

Dave Humble
Jason Wipf

Director of Field Crews
Field Foreman

IN-HOUSE CREWS



MAGUIREIRON.COM

Maguire Iron has 7 in house paint crews dedicated to performing 90% of our maintenance contract projects. Each of these crews has one certified welder on site at all times. We employ 3 crews dedicated to performing washouts and inspections of water storage tanks under maintenance plan contract.

Two examples of our in-house crews include:

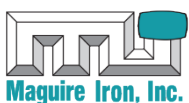
1. **Jason Wipf** – Foreman/Superintendent – 9 years' experience
 - NACE Coating Inspector Level 1 – Certified
 - OSHA 30 HR
 - SSPC-C3 Certified
2. **Eddie Hofer** – Foreman/Superintendent – 6 years' experience
 - OSHA 10 HR

PROJECT MANAGERS

The following full-time employees are the project managers committed to making sure that our projects are completed on time, on budget, and to our customer's complete satisfaction.

- **Dave Humble**, Director of Iron Field Crews
- **Alex Rapp**, Project Manager (Maintenance)
- **Cory Timmerman**, Project Manager
- **Tyson Rosenbloom**, Project Coordinator

SALES

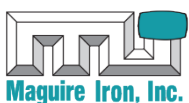


Maguire Iron has been maintaining water storage tanks of all kinds for over 100 years. We have acquired roughly \$20 million in new tank sales yearly, as well as \$30 million in annual sales. Maguire Iron is proud to offer a variety of services to meet all our customer needs.

The following full-time employees are our Sales Representatives dedicated to providing quality service throughout the entire project.

- Roxana Bagwell, North/Central TX
- Michael Bruck, West/South TX
- Teddy Krein, East TX, LA
- Brian Bridgers, AR/OK
- Darin Clark, IL/Eastern MO
- Jake Dugger, NE/IA
- Chad Edwards, SD/Southern MN
- Kyle Fischer, ND/Northern MN
- Tony Grant, KS/Western MO
- Rich Kemmis, CO/WI
- Jack Powell, MS/LA
- Kal Tucker, ID/MT/WY

MAINTENANCE PLAN REFERENCES -- TEXAS



MAGUIREIRON.COM

Crowley, TX

Matt Elgin
817-297-2201
500MG Elevated

Jourdanton, TX

Lamar Schultz
830-769-3589
3 Tanks

Olton, TX

Keeley Adams
806-285-2611
2 Tanks

References for Engineered/Bid Jobs in
Texas

Brookesmith SUD, TX

Paint Interior and Exterior - 85MG Standpipe
Steve Adams, GM
325-646-5731
Contract - \$72,000.00
Completion – 2015

City of Stockdale, TX

Paint interior and Exterior - 75MG sphere
Banks Ankins
830-996-3128
Contract - \$68,900.00
Completion – 2015

New Tank Construction Reference in Texas

Wellborn, TX

500MG Sphere
Winn Professional Engineers
(903) 553-0500
Contract - \$1,490,040
Completion – 2016

El Campo, TX

Jerry Lewis
979-637-0248
7 Tanks

Dayton, TX

Jose Silva
936-641-4160
2 Tank Rehabs

Nixon, TX

Jeremy Bustus
830-582-1924
4 Tanks

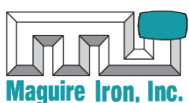
Hitchcock, TX

Leroy Thomas
409-761-0737
4 Tanks

Harlingen, TX

Interior/Exterior Painting & Steel Work – 1.5
MG Composite
Dunham Engineering – College Station, TX
Jimmy Dunham
Certified Paint Inspector on numerous
Maguire Iron projects
979-690-6555
Contract \$426,000.00
Completion – 2016

SUBMITTALS



Certificates and letters upon request:

- Certificate of Insurance
- Lead Abatement Certification
- Additional References and Maintenance Customers
- Sample Contract
- Pricing and Work for Full-Service Maintenance Program
- Available Equipment List
- Safety/AWAIR Program
- Banking Reference Letter
- Audited Financial Statement



Eric Zimmerman – Business Development Manager – 6300 NE St. James Rd. Ste 106, Vancouver, WA. 98663
Phone: (360)605-9734 Email: eric.a.zimmerman@sherwin.com / [www. http://protective.sherwin-williams.com](http://protective.sherwin-williams.com)

April 7, 2021

City of Grand Island Utilities Department
Attn: Lynn Mayhew, Asst. Utilities Director
Platte Generating Station
Grand Island, NE. 68801

RE: Water Tank Storage Maintenance Program – Maguire Iron

Asst. Utilities Director Mayhew,

This letter is to confirm Maguire Iron's competency as an applicator of steel water tank linings and coatings. Maguire Iron regularly successfully installs Sherwin Williams and competitive systems for water storage including:

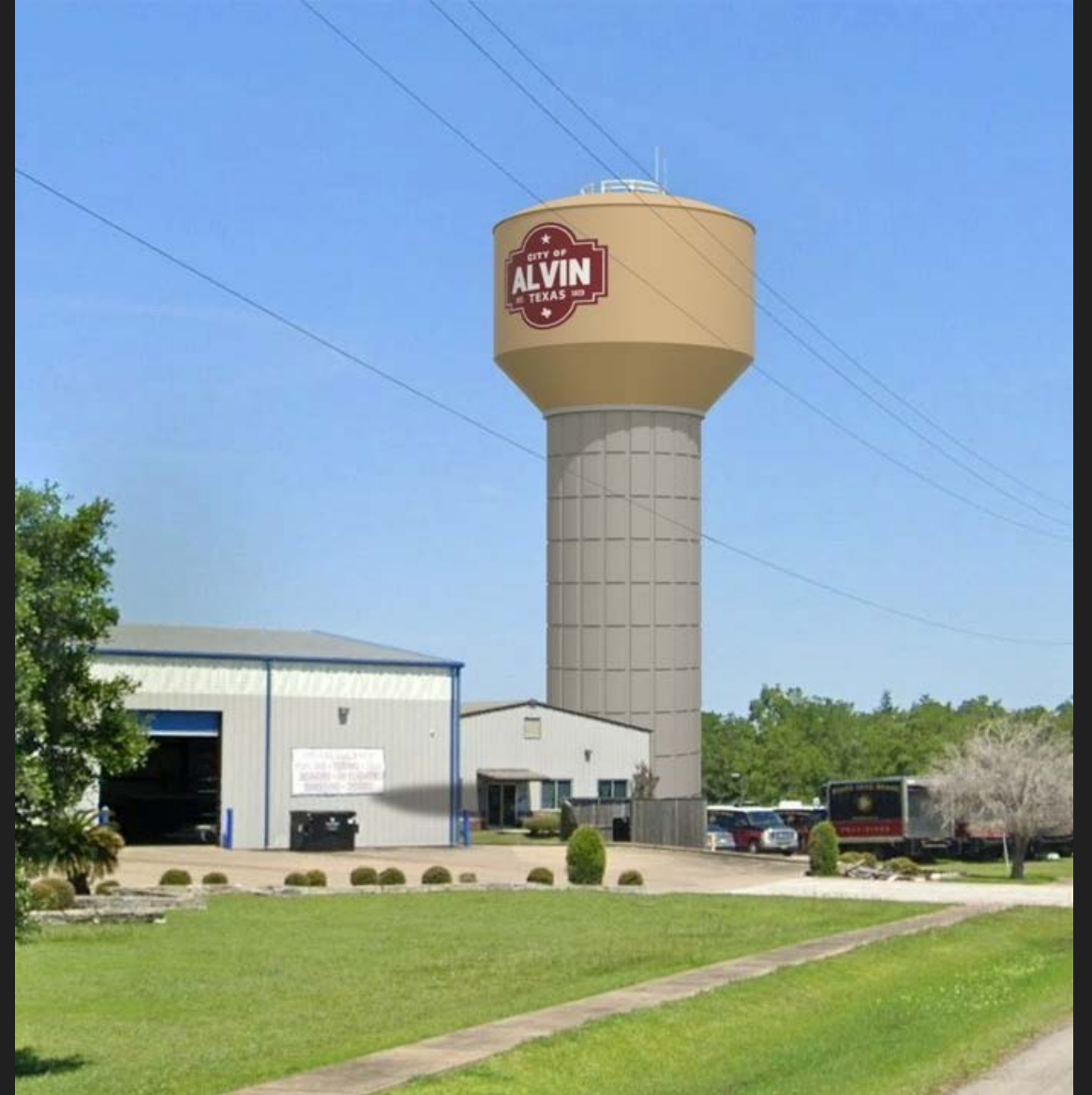
- AWWA D102 ICS Systems 1,2, 5 &6 Thin Film Epoxy Linings
- AWWA D102 ICS System 3 & 4 Ultra High Solids Epoxy & Polyurethane Linings
- AWWA D102 OCS Coatings Systems – All Exterior systems (Acrylics, Polyurethanes, Fluoropolymers)

Maguire Iron should be considered an approved applicator from Sherwin Williams for steel water storage systems. Should you have any additional questions or concerns on particular products, systems or applications, please contact me directly.

Sincerely,

Eric Zimmerman

Eric Zimmerman
Business Development Manager -Water Infrastructure Manager
Western North America
The Sherwin Williams Company - Protective & Marine Division











AGENDA COMMENTARY

Meeting Date: 2/1/2024

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider an Agreement with E-Contractors through the Choice Partners Cooperative Purchasing Network in an amount not to exceed \$415,000, for improvements to the Alvin Recreation Center; and authorize the City Manager to sign the Agreement upon legal review.

Type of Item: Contract/Agreement

Summary: In the months leading up to the purchase of the YMCA facility, staff conducted several site visits in addition to hiring a consultant to complete a facility condition assessment. Staff utilized Choice Partners Cooperative Purchasing Network and solicited E-Contractors to provide construction services. The total not to exceed the scope of work cost includes an anticipated 2.5% for performance & payment bond and 6% contingency.

Scope of Work - \$415,000	
Replacement of wooden basketball gym floor	\$121,709.00
Pressure wash exterior of entire building	\$31,143.00
Remove YMCA branding & Stripe Parking Lot	\$48,980.00
Replacement of exterior perimeter fence	\$108,702.00
Replacement of fire alarm	\$102,485.00

Advantages of using Choice Partners Cooperative Purchasing Network:

- * Fast track procurement process
- * Lower procurement and administrative costs
- * Fewer change orders and claims
- * Competitively bid local pricing in lump sum proposal
- * Ability to accomplish a substantial number of individual projects with competitively bid contract
- * Oversight through Choice Partners, which audits the accuracy of all job order contract proposals

Staff recommends approval of the Agreement with Choice Partners.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐

Budgeted Item: Yes ☒ No ☐ N/A ☐

Funding Account: 321-7001-00-4120 Amount: \$293,361.00
321-7001-00-4155 Amount: \$96,817.00
321-7001-00-3530 Amount: \$22,840.00

1295 Form Required? Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒

Date Completed: 1/29/2024 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 1/29/24

Supporting documents attached:

1. Alvin YMCA Fire Alarm Upgrades Proposal
 2. Alvin YMCA Pool Area New Fence Proposal
 3. Alvin YMCA Sign Removal Rebranding and Parking Lot Striping Proposal
 4. Alvin_YMCA_Gym_Floor_Replacement_Proposal
 5. Alvin YMCA Building Pressure Washing Proposal
-

Recommendation: Move to approve an Agreement with E-Contractors through the Choice Partners Cooperative Purchasing Network in an amount not to exceed \$415,000, for improvements to the Alvin Recreation Center; and authorize the City Manager to sign the Agreement upon legal review.

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

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



November 3, 2023

City of Alvin
Dan Kelinske, Director of Alvin Parks Dept.
1100 W. Highway 6, Alvin, TX 77511

RE: Alvin YMCA Fire Alarm Upgrades

Dear Mr. Kelinske

E Contractors is pleased to provide the following pricing for the above reference project. The project proposal is priced in accordance with our Choice Partners JOC Cooperative Contract.

Scope of Work

- Replace ceiling acoustical tiles as needed.
- Provide all the electrical to power the new fire alarm systems as required.
- Fire Alarm Control Panel with Voice Evacuation Panel.
- Speaker strobes and strobes in all common areas and rooms for occupant notification.
- Manual pull stations at the exits.
- Smoke detectors at the fire alarm control panel, remote power supplies, mechanical, and electrical room, and additionally in the Corridors, Weight Room, Aerobics Room, and Small Aerobics room.
- Existing duct smoke detectors with fire alarm shut down relay will be replaced, Total of 6 in the air handler units that are equal to or greater than 2000cfm. There will be an additional cost for any extra duct detector/relay shut down relay combination(s).
- Back boxes and ceiling supports for new fire alarm devices where needed.
- Submittals, Fire Alarm permit, owner training, final inspection, and record documents.

NOTE: Project Cads shall be provided to Impact Fire Services at no cost for design purposes, if cads are not available there will be an extra charge to develop the submittal drawings.

Clarifications

- Existing fire alarm cable will be re used where possible, new cable will be ran for all the speaker circuits.
- The removal of or protection from any asbestos, lead, or other hazardous materials.
- Fire alarm system devices ordered by the Fire Marshal that are additional to the currently published fire code minimum requirements for this project will require a change order.

16554 Creek Bend Drive, Suite 200. Sugar Land, Texas 77478
T: 713-493-2500 | F: 713-493-2501



- Standard working hours from 7:00am – 3:30pm
- Core drilling, patching, and painting are excluded.
- BDA or ECCRS system is excluded. A separate quote for a BDA system can be provided upon request.

Pricing for scope of work is as follows of the total project:

RS Means Estimate	\$ 129,534.21
City Cost Index (.828)	\$ (22,279.88)
Choice Partners Coefficient (.89)	\$ (11,797.98)
Sub Total	\$ 95,456.35
Permit	\$ 0.00
Bond @ 2.5%	\$ 2,386.41
Total Base Bid	\$ 97,842.76

E Contractors is available for review of this estimate at your convenience. Please feel free to contact me at (713) 540-6614 or by email at amireles@econtractors.com.

Sincerely,

Armando Mireles

Armando Mireles
Project Manager

Attachments:

RS Means Estimate

Warranty Details

E Contractors guarantees materials and workmanship against defect due to faulty materials or faulty workmanship or negligence for a period of twelve (12) months following completion of the work. Where the manufacturer's warranty on equipment or parts thereof exceeds twelve (12) months, the guarantee period on such equipment or parts thereof shall be extended to include the full warranty of the manufacturer. The contractor shall repair or replace such defective materials, equipment, or workmanship to the full satisfaction of the Owner and within the stipulated guarantee period without cost to the Owner.

Costs based on RSMeans data

Estimate Name: 23-0129 City of Alvin YMCA Fire Alarm Upgrades

ESTIMATE INFORMATION

Client Name: City of Alvin
Estimate Address: 3201 SH-35, Alvin,
Texas, 77511

Notes:

ESTIMATE

Quantity	LineNumber	Description	Unit	Ext. Mat. O&P	Ext. Labor O&P	Ext. Equip. O&P	Ext. Total O&P	Notes
2.00	013113200020	Field personnel, clerk, average	Week	\$ -	\$ 1,580.00	\$ -	\$ 1,580.00	
1.50	013113200160	Field personnel, general purpose laborer, average	Week	\$ -	\$ 4,500.00	\$ -	\$ 4,500.00	
2.00	013113200200	Field personnel, project manager, average	Week	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00	
3.00	013113200260	Field personnel, superintendent, average	Week	\$ -	\$ 11,175.00	\$ -	\$ 11,175.00	
70.00	280505101210	Fire alarm horn and strobe light, electrical demolition, remove	Ea.	\$ -	\$ 3,605.00	\$ -	\$ 3,605.00	
6.00	280505101230	Duct detector, electrical demolition, remove	Ea.	\$ -	\$ 498.00	\$ -	\$ 498.00	
36.00	280505101240	Smoke detector, electrical demolition, remove	Ea.	\$ -	\$ 1,296.00	\$ -	\$ 1,296.00	
6.00	280505101241	Fire alarm duct smoke remote test station, electrical demolition, remove	Ea.	\$ -	\$ 231.00	\$ -	\$ 231.00	
36.00	280505101250	Fire alarm pull station, electrical demolition, remove	Ea.	\$ -	\$ 1,296.00	\$ -	\$ 1,296.00	
1.00	280505101270	Fire alarm control panel, 12 to 16 zone, electrical demolition, remove	Ea.	\$ -	\$ 620.00	\$ -	\$ 620.00	
1.00	280505101300	Tamper switch, electrical demolition, remove	Ea.	\$ -	\$ 22.00	\$ -	\$ 22.00	
1.00	280505101310	Flow switch, electrical demolition, remove	Ea.	\$ -	\$ 22.00	\$ -	\$ 22.00	
6.00	284611275400	Detection system, smoke detector, duct type, excl. wires & conduit	Ea.	\$ 2,190.00	\$ 1,554.00	\$ -	\$ 3,744.00	
28.00	284611275240	Detection system, smoke detector, addressable type, excl. wires & conduit	Ea.	\$ 7,420.00	\$ 3,864.00	\$ -	\$ 11,284.00	
36.00	284611505430	Fire alarm, fire alarm temporal horn/strobe, 102/98 DB, lumin15/75cd, indoor/wall, red	Ea.	\$ 5,688.00	\$ 2,898.00	\$ -	\$ 8,586.00	
1.00	284620504170	Detection system, fire alarm control panel, addressable with voice, up to 400 points, excluding wires & conduits	Ea.	\$ 12,500.00	\$ 2,275.00	\$ -	\$ 14,775.00	
1.00	284620504200	Detection system, fire alarm control panel, battery & rack, excluding wires & conduits	Ea.	\$ 570.00	\$ 207.00	\$ -	\$ 777.00	
1.00	284620504400	Detection system, fire alarm control panel, battery & rack, automatic charger, excluding wires & conduits	Ea.	\$ 650.00	\$ 103.00	\$ -	\$ 753.00	
32.00	284620505610	Detection system, strobe & horn, ADA type, excluding wires & conduits	Ea.	\$ 4,640.00	\$ 4,992.00	\$ -	\$ 9,632.00	
36.00	284620505425	Detection system, duct smoke and heat detector 2 wire	Ea.	\$ 7,056.00	\$ 3,708.00	\$ -	\$ 10,764.00	
6.00	284620505430	Detection system, fire alarm duct detector controller	Ea.	\$ 1,464.00	\$ 1,656.00	\$ -	\$ 3,120.00	
1.00	284620505440	Detection system, remote test station for smoke detector duct type	Ea.	\$ 65.00	\$ 156.00	\$ -	\$ 221.00	
1.00	284620508000	Detection system, remote annunciator, 12 zone lamp, excluding wires & conduits	Ea.	\$ 500.00	\$ 635.00	\$ -	\$ 1,135.00	
15.00	260533160220	Outlet boxes, pressed steel, 4" square, 2-1/8" deep, 1" KO	Ea.	\$ 114.75	\$ 622.50	\$ -	\$ 737.25	
15.00	260533160250	Outlet boxes, pressed steel, covers, blank, 4" square	Ea.	\$ 23.40	\$ 194.25	\$ -	\$ 217.65	
200.00	260533135020	Electric metallic tubing (EMT), 3/4" diameter, to 10' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF	L.F.	\$ 426.00	\$ 1,270.00	\$ -	\$ 1,696.00	
10.00	260533135220	Electric metallic tubing (EMT), field bends, 45 Deg. to 90 Deg., 3/4" diameter	Ea.	\$ -	\$ 103.50	\$ -	\$ 103.50	
8.00	260533135340	EMT offsets, 3/4" diameter, to 15' H	Ea.	\$ -	\$ 106.80	\$ -	\$ 106.80	
100.00	260533136220	EMT couplings, set screw, steel, 3/4" diameter, to 15' H	Ea.	\$ 285.00	\$ 440.00	\$ -	\$ 725.00	
75.00	260533136760	EMT boxes connectors, insulated, set screw, 3/4" diameter, to 15' H	Ea.	\$ 227.25	\$ 562.50	\$ -	\$ 789.75	
4.00	260533139990	Conduit, to 10' high, minimum labor/equipment charge	Job	\$ -	\$ 828.00	\$ -	\$ 828.00	
12.00	260529207830	Conduit hangers, steel, 3/4" diameter, incl bolt & 12" rod	Ea.	\$ 152.40	\$ 68.40	\$ -	\$ 220.80	

83.00	260519901200	Wire, copper, stranded, 600 volt, #12, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	C.L.F.	\$ 4,938.50	\$ 6,225.00	\$ -	\$ 11,163.50	
208.00	090505101200	Ceiling demolition, suspended ceiling, mineral fiber, 2 x 2 or 2 x 4, remove	S.F.	\$ -	\$ 166.40	\$ -	\$ 166.40	
2.00	090505109000	Ceiling demolition, minimum labor/equipment charge	Job	\$ -	\$ 600.00	\$ -	\$ 600.00	
208.00	095123101165	Suspended acoustic ceiling tiles, mineral fiber tile, tegular, fine textured, 2' x 2' or 2' x 4', 3/4" thick	S.F.	\$ 919.36	\$ 345.28	\$ -	\$ 1,264.64	
2.00	095123109000	Suspended acoustic ceiling tiles, minimum labor/equipment charge	Job	\$ -	\$ 372.00	\$ -	\$ 372.00	
2.00	271501191900	Fire alarm cable, FEP teflon, 150 V, to 200 Deg.C, #18, 2 pair	C.L.F.	\$ 850.00	\$ 254.00	\$ -	\$ 1,104.00	
15.00	017413200052	Cleaning up, cleanup of floor area, continuous, per day, during construction	M.S.F.	\$ 75.00	\$ 1,282.50	\$ 93.00	\$ 1,450.50	
15.00	017413200100	Cleaning up, cleanup of floor area, final by GC at end of job	M.S.F.	\$ 79.50	\$ 1,785.00	\$ 129.75	\$ 1,994.25	
11.00	212116503400	Automatic fire suppression system, manual pull station	Ea.	\$ 1,232.00	\$ 1,628.00	\$ -	\$ 2,860.00	
11.00	013114200160	Fire alarm pull station lock out	Ea.	\$ 385.00	\$ 49.17	\$ -	\$ 434.17	
6.00	230953103560	Control component, pressure sensor, temperature	Ea.	\$ 4,620.00	\$ 444.00	\$ -	\$ 5,064.00	

Grand Total	\$ 57,071.16	\$ 72,240.30	\$ 222.75	\$ 129,534.21
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R S Means Estimate	\$ 129,534.21
City Cost Index .828	\$ (22,279.88)
Choice Partners Coefficient .89	\$ (11,797.98)
Sub Total	\$ 95,456.35
Bond @ 2.5%	\$ 2,386.41
Grand Total	\$ 97,842.76



October 27, 2023

City of Alvin
Dan Kelinske, Director of Alvin Parks and Recreation
1100 W. Highway 6, Alvin, TX 77511

RE: Alvin YMCA Pool Area New Fencing

Dear Mr. Kelinske

E Contractors is pleased to provide the following pricing for the above reference project. The project proposal is priced in accordance with our Choice Partners JOC Cooperative Contract.

Scope of Work

- Mobilize, stage tools and materials. All work to be performed during regular business hours Monday - Friday 7:30am to 4:30pm.
- Remove and dispose of existing ornamental fencing surrounding pool area.
- Replace existing tubular posts for each section of fencing.
- Replace existing ornamental fencing with like kind to match existing.
- Remove and replace 4 double gates and hardware.
- Remove and replace 1 single gate and hardware.
- Clean up the area and ensure no miscellaneous materials are left on sight or any remaining hazards are in the area.

Clarifications

- Temporary utilities are not included in this proposal.
- The removal of or protection from any asbestos, lead or other hazardous materials
- Any scope of work not specifically listed above.

Pricing for scope of work is as follows of the total project:

RS Means Estimate	\$ 135,951.72
Galveston CCI (.922)	\$ (23,383.70)
Choice Partners Coefficient (.89)	\$ (12,382.48)
Sub Total	\$ 100,185.54
Permit	\$ 0.00
P&P Bond	\$ 2,504.64

Total Base Bid **\$ 102,690.18**



E Contractors is available for review of this estimate at your convenience. Please feel free to contact me at 281-903-6734 or by email at cjay@econtractors.com.

Sincerely,

Chris Jay

Chris Jay
Operations Manager

Attachments:
RS Means Estimate

Warranty Details

E Contractors guarantees materials and workmanship against defect due to faulty materials or faulty workmanship or negligence for a period of twelve (12) months following completion of the work. Where the manufacturer's warranty on equipment or parts thereof exceeds twelve (12) months, the guarantee period on such equipment or parts thereof shall be extended to include the full warranty of the manufacturer. The contractor shall repair or replace such defective materials, equipment, or workmanship to the full satisfaction of the Owner and within the stipulated guarantee period without cost to the Owner.

Costs based on RSMeans data

Estimate Name: Alvin YMCA Pool New Fence

ESTIMATE INFORMATION

Client Name:

Estimate Address:

ESTIMATE

Quantity	LineNumber	Description
2.00	013113200020	Field personnel, clerk, average
2.00	013113200160	Field personnel, general purpose laborer, average
2.00	013113200200	Field personnel, project manager, average
4.00	013113200260	Field personnel, superintendent, average
358.00	024113601700	Fencing demolition, remove chain link posts & fabric, 8' to 10' high
4.00	024119190840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost
45.00	024119192040	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, hand carried, cost to be added to demolition cost
45.00	024119193040	Selective demolition, rubbish handling, 50' haul, loading & trucking, hand loading truck, cost to be added to demolition cost
80.00	033113250340	Concrete, hand mix, for small quantities or remote areas, 4000 psi, using wheelbarrow, includes bagged pre-mixed dry ingredients (80-Lb bag = 0.6 C.F.) and water, excludes, forms, reinforcing, placing & finishing
80.00	050521900020	Welding structural steel in field, cost per welder, 1/8" dia, type 6011, excl operating engineer
160.00	055319202400	Floor grating, steel, expanded mesh, 3.0lb./S.F., field fabricated from panels
5.00	087120401400	Door hardware, lockset, heavy duty, cylindrical, with sectional trim, keyed, single cylinder function
5.00	087120410011	Door hardware, deadlocks, mortise, heavy duty

14.00	087120910020	Door hardware, special hinges, paumelle, high frequency, steel base, US10, 6" x 4-1/2"
2864.00	099113300210	Paints & coatings, fences, stockade, one side, latex, roll & brush, first coat
2864.00	099113300220	Paints & coatings, fences, stockade, one side, latex, roll & brush, second coat
4.00	099113309000	Paints & coatings, fences, minimum labor/equipment charge
2.00	115710104300	Vocational shop equipment, welder, AC arc, 30 amp capacity
4.00	312316160900	Structural excavation for minor structures, bank measure, heavy soil or clay, 12' to 18' deep, hand pits
21.00	323113306680	Fence, chain link, gates & posts, end posts, chain link fence, galvanized steel, (1/3 post length in ground), 3" OD, 8', set in concrete, includes excavation
53.00	323113306725	Fence, chain link, gates & posts, corner posts, chain link fence, galvanized steel, (1/3 post length in ground), 4" OD, 8', set in concrete, includes excavation
358.00	323119105600	Decorative metal fences and gates, tubular picket, steel, 6' sections, 2" posts, 6' high, includes excavation
9.00	323119106500	Decorative metal fences and gates, tubular picket, steel, gates, 6' high, 4' wide, includes excavation

Grand Total

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Ext. Mat. O&P	Ext. Labor O&P	Ext. Equip. O&P	Ext. Total O&P	Notes
\$ -	\$ 1,580.00	\$ -	\$ 1,580.00	
\$ -	\$ 6,000.00	\$ -	\$ 6,000.00	
\$ -	\$ 8,000.00	\$ -	\$ 8,000.00	
\$ -	\$ 14,900.00	\$ -	\$ 14,900.00	
\$ -	\$ 1,564.46	\$ 243.44	\$ 1,807.90	
\$ 3,400.00	\$ -	\$ -	\$ 3,400.00	
\$ -	\$ 3,285.00	\$ -	\$ 3,285.00	
\$ -	\$ 2,385.00	\$ 816.75	\$ 3,201.75	
\$ 1,076.00	\$ 1,000.00	\$ -	\$ 2,076.00	
\$ 704.00	\$ 8,560.00	\$ 1,600.00	\$ 10,864.00	
\$ 1,544.00	\$ 595.20	\$ 28.80	\$ 2,168.00	
\$ 2,350.00	\$ 372.50	\$ -	\$ 2,722.50	
\$ 1,625.00	\$ 415.00	\$ -	\$ 2,040.00	

\$ 5,180.00	\$ -	\$ -	\$ 5,180.00	
\$ 429.60	\$ 1,718.40	\$ -	\$ 2,148.00	
\$ 429.60	\$ 1,489.28	\$ -	\$ 1,918.88	
\$ -	\$ 1,260.00	\$ -	\$ 1,260.00	
\$ 5,000.00	\$ 740.00	\$ -	\$ 5,740.00	
\$ -	\$ 1,200.00	\$ -	\$ 1,200.00	
\$ 2,688.00	\$ 945.00	\$ 213.15	\$ 3,846.15	
\$ 16,430.00	\$ 2,146.50	\$ 487.60	\$ 19,064.10	
\$ 23,986.00	\$ 3,365.20	\$ 816.24	\$ 28,167.44	
\$ 3,735.00	\$ 1,647.00	\$ -	\$ 5,382.00	

\$ 68,577.20 \$ 63,168.54 \$ 4,205.98 \$ 135,951.72

Target RS Means Estimate	\$	135,951.72
Galveston CCI .828	\$	(23,383.70)
Choice Partners Coefficient .89	\$	(12,382.48)
Sub Total	\$	100,185.54
Bond @ 2.5%	\$	2,504.64
Grand Total	\$	102,690.18



December 18, 2023

City of Alvin
Dan Kelinske, Director of Alvin Parks Dept.
1100 W. Highway 6, Alvin, TX 77511

RE: Alvin YMCA Signage Rebranding and Parking Lot Striping

Dear Mr. Kelinske

E Contractors is pleased to provide the following pricing for the above reference project. The project proposal is priced in accordance with our Choice Partners JOC Cooperative Contract.

Scope of Work – Parking Lot Striping

- Power washing existing stripes for restriping.
- Restriping Yellow parking spots w/ caution walkways and 2ea arrows.
- Restriping Red curbs w/fire lane stencil.
- Repainting 7ea Blue handicap parking spots w/stencil.

Pricing for parking lot striping scope of work is as follows of the total project:

RS Means Estimate	\$ 40,671.94
City Cost Index (.828)	\$ (6,995.57)
Choice Partners Coefficient (.89)	\$ (3,704.40)
Sub Total	\$ 29,971.97
Permit	\$ 0.00
Bond @ 2.5%	\$ 0.00

Total Striping Base Bid **\$ 29,971.97**

Scope of Work - Rebranding

- Removal of sign lettering on front entry canopy.
- Repair/Repaint of green face panel on front entry canopy ONLY.
- Removal of large YMCA logo on main building.
- Repair/Repaint of stucco behind removed YMCA logo of main building ONLY.



- Haul/Disposal of demolition debris (sign materials)
- The product used will be Sherwin Williams.

Pricing for re branding scope of work is as follows of the total project:

RS Means Estimate	\$ 20,585.35
City Cost Index (.828)	\$ (3,540.68)
Choice Partners Coefficient (.89)	\$ (1,874.91)
Sub Total	\$ 15,169.76
Permit	\$ 0.00
Bond @ 2.5%	\$ 0.00

Total Re Branding Base Bid **\$ 15,169.76**

Clarifications

- Standard working hours from 7:00am – 3:30pm

Exclusions

- Any scope of work not specifically listed above.

E Contractors is available for review of this estimate at your convenience. Please feel free to contact me at (713) 540-6614 or by email at amireles@econtractors.com.

Sincerely,

Armando Mireles

Armando Mireles
Project Manager

Attachments:

RS Means Estimate

Warranty Details

E Contractors guarantees materials and workmanship against defect due to faulty materials or faulty workmanship or negligence for a period of twelve (12) months following completion of the work. Where the manufacturer's warranty on equipment or parts thereof exceeds twelve (12) months, the guarantee period on such equipment or parts thereof shall be extended to include the full warranty of the manufacturer. The contractor shall repair or replace such defective materials, equipment, or workmanship to the full satisfaction of the Owner and within the stipulated guarantee period without cost to the Owner.

Costs based on RSMeans data

Estimate Name: 23-0132 City of Alvin YMCA Parking Lot Striping

ESTIMATE INFORMATION

Client Name: City of Alvin
Estimate Address: 3201 SH-35, Alvin, Texas, 77511
Notes:

ESTIMATE

Quantity	LineNumber	Description	Unit	Ext. Mat. O&P	Ext. Labor O&P	Ext. Equip. O&P	Ext. Total O&P	Notes
0.50	013113200240	Field personnel, superintendent, minimum	Week	\$ -	\$ 1,700.00	\$ -	\$ 1,700.00	
0.25	013113200180	Field personnel, project manager, minimum	Week	\$ -	\$ 868.75	\$ -	\$ 868.75	
0.50	013113200160	Field personnel, general purpose laborer, average	Week	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	
0.25	013113200020	Field personnel, clerk, average	Week	\$ -	\$ 197.50	\$ -	\$ 197.50	
9835.00	040120520440	Cleaning pavement, high pressure wash, heavy soil, biological and mineral staining, paint, water only, excludes scaffolding	S.F.	\$ -	\$ 23,604.00	\$ 4,524.10	\$ 28,128.10	
5.00	015433405460	Pressure Washer 7 gpm, 3000 psi, Incl. Hourly Oper. Cost.	Day	\$ -	\$ -	\$ 854.90	\$ 854.90	
7.00	321723141200	Pavement markings, handicap symbol, painted	Ea.	\$ 276.50	\$ 220.50	\$ -	\$ 497.00	
232.00	321723140825	Pavement markings, parking stall, paint, white, small quantities, 4" wide	Stall	\$ 3,201.60	\$ 3,642.40	\$ -	\$ 6,844.00	
7.00	321723140800	Pavement markings, parking stall, paint, white, 4" wide	Stall	\$ 48.30	\$ 24.29	\$ 9.10	\$ 81.69	

Grand Total	\$ 3,526.40	\$ 31,757.44	\$ 5,388.10	\$ 40,671.94
			RS Means Cost of Work	\$ 40,671.94
			CCI .828	\$ (6,995.57)
			Choice Coefficient .89	\$ (3,704.40)
			Total Cost of Work	\$ 29,971.97
			Bond @ 2.5%	\$ -
			Grand Total	\$ 29,971.97

Costs based on RSMeans data

Estimate Name: 23-0132 City of Alvin YMCA Sign Removal and Rebranding

ESTIMATE INFORMATION

Client Name: City of Alvin

Estimate Address: 3201 SH-35, Alvin,
Texas, 77511

Notes:

ESTIMATE

Quantity	LineNumber	Description	Unit	Ext. Mat. O&P	Ext. Labor O&P	Ext. Equip. O&P	Ext. Total O&P	Notes
0.50	013113200240	Field personnel, superintendent, minimum	Week	\$ -	\$ 1,700.00	\$ -	\$ 1,700.00	
0.25	013113200180	Field personnel, project manager, minimum	Week	\$ -	\$ 868.75	\$ -	\$ 868.75	
0.50	013113200160	Field personnel, general purpose laborer, average	Week	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	
0.25	013113200020	Field personnel, clerk, average	Week	\$ -	\$ 197.50	\$ -	\$ 197.50	
0.00	110505100412	Building equipment, sign, logo, to 28' high, selective demolition	Ea.	\$ -	\$ -	\$ -	\$ -	
1.00	110505100412	Building equipment, sign, logo, to 28' high, selective demolition	Ea.	\$ -	\$ 3,300.00	\$ 790.00	\$ 4,090.00	
1.00	100505104300	Letter, signs or plaques, exterior on wall, selective demolition	Ea.	\$ -	\$ 2,200.00	\$ -	\$ 2,200.00	
2.00	015433400070	Rent aerial lift, articulating boom, to 45' high, 500 lb. capacity, diesel, Incl. Hourly Oper. Cost.	Day	\$ -	\$ -	\$ 1,472.10	\$ 1,472.10	
200.00	099113601000	Paints & coatings, siding, exterior, alkyd (oil base), paint 2 coats, spray	S.F.	\$ 34.00	\$ 92.00	\$ -	\$ 126.00	
400.00	099113601400	Paints & coatings, siding, exterior, stucco, rough, oil base, paint 2 coats, roller	S.F.	\$ 148.00	\$ 308.00	\$ -	\$ 456.00	
1.00	099113609000	Paints & coatings, stucco, exterior, minimum labor/equipment charge	Job	\$ -	\$ 7,975.00	\$ -	\$ 7,975.00	

Grand Total	\$ 182.00	\$ 18,141.25	\$ 2,262.10	\$ 20,585.35
			RS Means Cost of Work	\$ 20,585.35
			CCI .828	\$ (3,540.68)
			Choice Coefficient .89	\$ (1,874.91)
			Total Cost of Work	\$ 15,169.76
			Bond @ 2.5%	\$ -
			Grand Total	\$ 15,169.76



December 11, 2023

City of Alvin
Dan Kelinske, Director of Alvin Parks Dept.
1100 W. Highway 6, Alvin, TX 77511

RE: Alvin YMCA Gym Floor Replacement –

Dear Mr. Kelinske

E Contractors is pleased to provide the following pricing for the above reference project. The project proposal is priced in accordance with our Choice Partners JOC Cooperative Contract.

Scope of Work

- Replace existing gym floor with ¾" maple wood flooring; includes Basketball, Volleyball, and Pickleball Courts with an oil-based finish.
 - Demo existing floor
 - Prep floor to receive new floor
 - Replace subfloor surfaces
 - Install new cove base/corners (trim)
- Restripe game lines on gym floor.

Clarifications

- Standard working hours from 7:00am – 3:30pm

Exclusions

- Scope does not include painting of City of Alvin logo on gym floor
- Any scope of work not specifically listed above.



Pricing for scope of work is as follows of the total project:

RS Means Estimate	\$ 152,219.67
Galveston CCI (.828)	\$ (26,181.78)
Choice Partners Coefficient (.89)	\$ (13,864.17)
Sub Total	\$ 112,173.72
Permit	\$ 0.00
Bond @ 2.5%	\$ 0.00
Total Base Bid	\$ 112,173.72

E Contractors is available for review of this estimate at your convenience. Please feel free to contact me at (713) 540-6614 or by email at amireles@econtractors.com.

Sincerely,

Armando Mireles

Armando Mireles
Project Manager

Attachments:

RS Means Estimate

Warranty Details

E Contractors guarantees materials and workmanship against defect due to faulty materials or faulty workmanship or negligence for a period of twelve (12) months following completion of the work. Where the manufacturer's warranty on equipment or parts thereof exceeds twelve (12) months, the guarantee period on such equipment or parts thereof shall be extended to include the full warranty of the manufacturer. The contractor shall repair or replace such defective materials, equipment, or workmanship to the full satisfaction of the Owner and within the stipulated guarantee period without cost to the Owner.

Costs based on RSMeans data

Estimate Name: Alvin - YMCA Gym Flooring Revised - New cove base/corner (trim)

ESTIMATE INFORMATION

Client Name: City of Alvin
Estimate Address: 3201 SH-35, Alvin,
 Texas, 77511

Notes:

ESTIMATE

Quantity	LineNumber	Description	Unit	Ext. Mat. O&P	Ext. Labor O&P	Ext. Equip. O&P	Ext. Total O&P	Notes
4.00	013113200100	Field personnel, field engineer, junior engineer	Week	\$ -	\$ 7,508.00	\$ -	\$ 7,508.00	
3.00	013113200200	Field personnel, project manager, average	Week	\$ -	\$ 12,000.00	\$ -	\$ 12,000.00	
4.00	013113200260	Field personnel, superintendent, average	Week	\$ -	\$ 14,900.00	\$ -	\$ 14,900.00	
22.00	024119192045	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, wheeled, cost to be added to demolition cost	C.Y.	\$ -	\$ 1,056.00	\$ -	\$ 1,056.00	
22.00	024119192085	Selective demolition, rubbish handling, haul and return, add per each extra 100' haul, wheeled, cost to be added to demolition cost	C.Y.	\$ -	\$ 484.00	\$ -	\$ 484.00	
3600.00	090505203400	Flooring demolition, wood strip flooring, interior, 2-1/4" x 25/32" thick	S.F.	\$ -	\$ 8,244.00	\$ -	\$ 8,244.00	
3600.00	090505204000	Flooring demolition, wood, subfloor, plywood, nailed	S.F.	\$ -	\$ 4,464.00	\$ -	\$ 4,464.00	
1200.00	017613200020	Temporary protection, flooring, taped seams, 1/8" tempered hardboard	S.F.	\$ 612.00	\$ 1,188.00	\$ -	\$ 1,800.00	
850.00	101423139990	Labels, interior, replace gym striping	L.F.	\$ 7,437.50	\$ 671.50	\$ -	\$ 8,109.00	
5.00	017413200052	Cleaning up, cleanup of floor area, continuous, per day, during construction	M.S.F.	\$ 25.00	\$ 427.50	\$ 31.00	\$ 483.50	
5.00	017413200100	Cleaning up, cleanup of floor area, final by GC at end of job	M.S.F.	\$ 26.50	\$ 595.00	\$ 43.25	\$ 664.75	
2.00	024119190840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	Week	\$ 1,700.00	\$ -	\$ -	\$ 1,700.00	
3600.00	096466102600	Athletic flooring, wood strip, maple, #2 & better, on padding, w/two 1/2" subfloors, 25/32" thick	S.F.	\$ 50,040.00	\$ 35,280.00	\$ -	\$ 85,320.00	
264.00	096513130700	Wall base, vented, straight or cove, standard colors, 4" high, 1/8" thick	L.F.	\$ 4,620.00	\$ 578.16	\$ -	\$ 5,198.16	
14.00	096513130720	Wall base, vinyl corners, standard colors, 2-1/2" high, 1/8" thick	Ea.	\$ 257.60	\$ 30.66	\$ -	\$ 288.26	

Grand Total	\$ 64,718.60	\$ 87,426.82	\$ 74.25	\$ 152,219.67	
				RS Means Cost of Work	\$ 152,219.67
				CCI .828	\$ (26,181.78)
				Choice Coefficient .89	\$ (13,864.17)
				Total Cost of Work	\$ 112,173.72
				Bond @ 2.5%	\$ -
				Grand Total	\$ 112,173.72



October 30, 2023

City of Alvin
Dan Kelinske, Director of Alvin Parks and Recreation
1100 W. Highway 6, Alvin, TX 77511

RE: Alvin YMCA Building Pressure Washing

Dear Mr. Kelinske

E Contractors is pleased to provide the following pricing for the above reference project. The project proposal is priced in accordance with our Choice Partners JOC Cooperative Contract.

Scope of Work

- Mobilize, stage tools and materials. All work to be performed during regular business hours Monday - Friday 7:30am to 4:30pm.
- Provide and install scaffolding in areas where required to reach over (6) feet.
- Pressure wash entire building envelope and existing pool flat surface area.

Clarifications

- Temporary utilities are not included in this proposal.
- The removal of or protection from any asbestos, lead or other hazardous materials
- Any scope of work not specifically listed above.

Pricing for scope of work is as follows of the total project:

RS Means Estimate	\$ 38,949.26
Galveston CCI (.922)	\$ (6,699.27)
Choice Partners Coefficient (.89)	\$ (3,547.50)
Sub Total	\$ 28,702.49
Permit	\$ 0.00
P&P Bond	\$ 0.00
Total Base Bid	\$ 28,702.49



E Contractors is available for review of this estimate at your convenience. Please feel free to contact me at 281-903-6734 or by email at cjay@econtractors.com.

Sincerely,

Chris Jay

Chris Jay
Operations Manager

Attachments:
RS Means Estimate

Warranty Details

E Contractors guarantees materials and workmanship against defect due to faulty materials or faulty workmanship or negligence for a period of twelve (12) months following completion of the work. Where the manufacturer's warranty on equipment or parts thereof exceeds twelve (12) months, the guarantee period on such equipment or parts thereof shall be extended to include the full warranty of the manufacturer. The contractor shall repair or replace such defective materials, equipment, or workmanship to the full satisfaction of the Owner and within the stipulated guarantee period without cost to the Owner.

Costs based on RSMeans data

Estimate Name: Alvin YMCA Building Power Washing

ESTIMATE

Quantity	LineNumber	Description	Unit	Ext. Mat. O&P	Ext. Labor O&P	Ext. Equip. O&P	Ext. Total O&P	Notes
0.75	013113200020	Field personnel, clerk, average	Week	\$ -	\$ 592.50	\$ -	\$ 592.50	
0.75	013113200200	Field personnel, project manager, average	Week	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00	
1.50	013113200260	Field personnel, superintendent, average	Week	\$ -	\$ 5,587.50	\$ -	\$ 5,587.50	
15.00	015423700560	Scaffolding, steel tubular, regular, labor only to erect & dismantle, building interior, wall face, 6'-4" x 5' frames, 16' to 40' high, excludes planks	C.S.F.	\$ -	\$ 3,345.00	\$ -	\$ 3,345.00	
11.00	015433405460	Pressure Washer 7 gpm, 3000 psi, Incl. Hourly Oper. Cost.	Day	\$ -	\$ -	\$ 1,880.82	\$ 1,880.82	
9158.00	040120520820	Cleaning masonry, high pressure wash, average soil, biological staining, water and chemical, excludes scaffolding	S.F.	\$ 2,747.40	\$ 18,316.00	\$ 3,480.04	\$ 24,543.44	

Grand Total	\$ 2,747.40	\$ 30,841.00	\$ 5,360.86	\$ 38,949.26
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RS Means Estimate	\$ 38,949.26
Galveston CCI .828	(\$6,699.27)
Choice Partners Coefficient .89	(\$3,547.50)
Sub Total	\$28,702.49
Bond @ 2.5%	\$0.00
Grand Total	\$28,702.49