

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, March 21, 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, **MARCH 21, 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 March 7, 2024, City Council Workshop minutes.
- B. Consider approval of the March 7, 2024, City Council meeting minutes.
- C. Proclaim the month of April 2024 as Fair Housing Month in the City of Alvin, Texas.
- D. Consider awarding Request for Proposal 24-01 to DataProse for Bill Printing and Mailing Services for the Utility Billing Department; and authorize the City Manager to sign the Agreement upon legal review.
- E. Consider Resolution 24-R-13, adopting Rules and Regulations for the Bob S. Owen Pool and Facilities located at 919 Bayou Drive, Alvin, Texas; aligning said Rules and Regulations with those of the Alvin Recreation Center Pool for uniformity; and setting forth other matters related thereto.
- F. Consider Resolution 24-R-15, suspending the April 10, 2024, effective date of CenterPoint Energy Houston Electric, LLC's requested rate change to permit the City time to study the request and to establish reasonable rates; approving continued cooperation with the Gulf Coast Coalition of Cities; hiring Lloyd Gosselink attorneys and consulting services to negotiate with the Company and direct any necessary litigation and appeals; requiring reimbursement of Cities' rate case expenses; finding that the meeting at which this Resolution is passed is open to the public as required by law;

requiring notice of this Resolution to the Company and Legal Counsel for the Gulf Coast Coalition of Cities.

5. OTHER BUSINESS

- A. Consider Resolution 24-R-16, accepting the Petition for Annexation of an 18.23 acre tract of land, and a 0.44 acre tract of land, both located along State Highway 6, in Brazoria County, Texas; setting an annexation schedule; setting public hearings; providing for open meetings; and providing for other matters related thereto.
- B. Consider Ordinance 24-J, granting consent to the addition of approximately 42.648 acres of land to the Brazoria County Municipal Utility District No. 81; making findings of fact; providing a severability clause; and providing an effective date.
- C. Consider Resolution 24-R-14, approving the Second Amendment to the Utility Services Contract with Brazoria County Municipal Utility District Number 81; and setting forth other provisions related thereto.
- D. Consider Ordinance 24-I, establishing a "No Parking" zone along a portion of W. Cleveland Street; authorizing the installation of appropriate signage; providing for a penalty and publication; and making other findings related thereto.
- E. Consider Ordinance 24-H, amending the City of Alvin, Code of Ordinances, Chapter 3, Alcoholic Beverages, for the purpose of adding definitions, revising language, and providing for a variance; providing for severability; providing for a penalty; providing for publication; and providing for other matters related thereto.
- F. Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

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, March 18, 2024, at 5:00 p.m.**



/s/ Dixie Roberts

Dixie Roberts, City Secretary

Removal Date: _____

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

551.074 (certain personnel deliberations), or 551.087 (qualifying economic development negotiations).

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP MEETING
THURSDAY, MARCH 7, 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; Councilmembers: Martin Vela, Keko Moore, Glenn Starkey, Richard Garivey and Meagan DeKeyzer.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Chris Thomas, Director of Administrative Services; Brandon Moody, Director of Public Services and Robert E. Lee, Police Chief.

WORKSHOP BUSINESS

Discuss Chapter 3 Alcoholic Beverages of the City of Alvin Code of Ordinances.

Suzanne Hanneman, City Attorney, presented this item before City Council with explanation. Ms. Hanneman provided Council and Staff with proposed changes to Chapter 3 of the City of Alvin Code of Ordinances, related to Alcoholic Beverages. Many of her proposed edits involved grammar and/or updating wording, including consolidating scattered definitions throughout the chapter into one location in Chapter 3 for centralized information. She also listed the allowable licenses and permits within the City of Alvin, mirroring the terminology and verbiage used by the Texas Alcoholic Beverage Commission. In the event that a Local Election Option is placed on the ballot and passes a vote of the people, this section can be amended to accommodate the results of said election. Ms. Hanneman summarized the location restrictions related to where an establishment can be located with respect to other buildings (schools, daycares, dwellings, churches, etc.) and those distance requirements. She explained that per Section 109.57 of the Texas Alcoholic Beverage Code, municipalities can impose a more strict distance requirement if a business earns 75 percent or more of its gross revenue from on-premise alcohol sales, leading to the past implementation of a 500-foot restriction for the placement of bars near residential dwellings. Discussion was had on the distance requirements and how they apply to different types of businesses. Ms. Hanneman also reviewed the addition of a variance process to this Chapter and the guidelines for reviewing variance requests. Further discussion addressed how the Code of Ordinances customizes regulations for the community's needs, while TABC standards ensure compliance with state laws. The consensus of City Council members regarding the distance requirement was to remove the 500-foot distance requirement, leaving the state mandated 300 foot distance requirement for schools, daycares, etc. and adding "dwellings" to that described list. The ordinance with City Council's requested amendments will be brought back at a future City Council meeting for consideration.

ADJOURNMENT

Mayor Adame adjourned the meeting at 6:50 p.m.

PASSED and APPROVED the 21st of March 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, MARCH 7, 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; Michelle Segovia, City Engineer; Brandon Moody, Director of Public Services and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Kenny Carter with Alvin Methodist Church gave the invocation. Council member DeKeyzer led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

PRESENTATION

City Secretary - Annual Departmental Presentation.

Dixie Roberts, Assistant City Manager/City Secretary, gave the annual departmental update for the City Secretary's Office.

PUBLIC COMMENT

Laura Myers presented comments regarding conditions at the Alvin Library during the recent elections.

Suzanne Dillman presented comments regarding homeless individuals being present at the Alvin Library during recent election activities.

Mike Fulton introduced himself as a candidate-elect for Brazoria County Constable Precinct 1.

CONSENT AGENDA

Consider approval of the February 1, 2024, City Council Workshop minutes.

Consider approval of the February 1, 2024, City Council meeting minutes.

Consider approval of the February 15, 2024, City Council Workshop minutes.

Consider approval of the February 17, 2024, City Council Workshop minutes.

Consider Addendum No. 1 for a one (1) year renewal agreement with Hawkins, Inc. to provide Sodium Bisulfite for an amount not to exceed \$15,000; and authorize the City Manager to sign the Addendum upon legal review.

Sodium Bisulfite is a product used in the wastewater treatment process to remove chlorine disinfection prior to discharging the final effluent into the receiving waters. City Council awarded the bid (B-23-05) to Hawkins, Inc. as the vendor to provide sodium bisulfite at \$2.71 per gallon on March 16, 2023. Hawkins has been reliable, dependable, and has delivered the product timely to date. The current contract has an option to extend for one (1) additional one (1) year term at the same terms and conditions, as long as both

parties are in agreement. Hawkins has agreed to extend the contract for providing sodium bisulfite for an additional one (1) year at the same terms and conditions. Staff recommends extending the contract with Hawkins for providing sodium bisulfite.

Consider Addendum No. 1 for a one (1) year renewal agreement with Hawkins, Inc. to provide Polyphosphate for an amount not to exceed \$35,000; and authorize the City Manager to sign the Addendum upon legal review.

Phosphates have many uses in the treatment of drinking water. They are used to prevent "red" (from iron) and "black" (from manganese) water; to prevent and/or retard scale formation (from mineral depositing) and corrosion (from low pH and/or dissimilar metals) in the water distribution system; and to reduce soluble lead and copper in potable water delivered to the consumer's tap. The Council awarded the bid (B-23-06) to Hawkins, Inc. as the vendor to provide polyphosphate at \$7.68 per gallon on March 16, 2023. Hawkins has been reliable, dependable, and has delivered the product timely to date. The current contract has an option to extend for one (1) additional one (1) year term at the same terms and conditions, as long as both parties are in agreement. Hawkins has agreed to extend the contract for providing polyphosphate for an additional one (1) year at the same terms and conditions. Staff recommends extending the contract with Hawkins for providing polyphosphate.

Consider Addendum No. 1 for a one (1) year renewal agreement with DXI Industries, Inc., now known as PVS DX Inc., to provide Sodium Hypochlorite in an amount not to exceed \$65,000; and authorize the City Manager to sign the Addendum upon legal review.

Sodium Hypochlorite (liquid bleach) is a chemical used to disinfect the effluent (treated wastewater) from the city's wastewater treatment plant. The Council awarded the bid (B-23-04) to DXI Industries, Inc. as the vendor to provide sodium hypochlorite at \$2.14 per gallon on March 16, 2023. The ownership of DXI changed effective January 1, 2024, to the new name, PVS DX, Inc. The company has been reliable, dependable, and has delivered the product timely to date. The current contract has an option to extend for one (1) additional one (1) year term at the same terms and conditions, as long as both parties are in agreement. PVS DX, Inc. (former DXI) has agreed to extend the contract for providing sodium hypochlorite for an additional one (1) year at the same terms and conditions. Staff recommends extending the contract with PVS DX, Inc. for providing sodium hypochlorite.

Consider ratification of Resolution 24-R-08, finding that the Statement of Intent of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy, to change rates filing within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and legal counsel.

The City, along with other similarly situated cities served by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas, is a member of the Gulf Coast Coalition of Cities ("GCCC"). The coalition has been in existence since the early 1990's. GCCC has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on utility regulation matters for over 20 years. On October 30, 2023, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas (CenterPoint or Company) filed a Statement of Intent to Increase Rates application with Houston, Texas Coast, Beaumont/East Texas, and South Texas Divisions. In the filing, the Company asserted that it is entitled to a \$37.4 million increase or a 5.8% increase over current adjusted revenues, excluding gas costs.

In November, the Cities Served by CenterPoint Gas (Cities) engaged the services of consultants to review the Company's filing. The consultants identified numerous unreasonable expenses and proposed significant reductions to the Company's request. Accordingly, Cities' attorney recommends that all Cities members adopt the Resolution denying the rate change. Once the Resolution is adopted, CenterPoint will have 30 days to appeal the decision to the Railroad Commission where the appeal will be consolidated with CenterPoint's filing for the environs and those cities that have relinquished their jurisdiction (i.e. Gas Utility Docket 15513), currently pending at the Commission. Under the law, cities with original jurisdiction over this matter have 125 days from the initial filing to take final action on the application. Since the application was filed on October 30, 2023, all cities with original jurisdiction need to adopt the Resolution by March 3, 2024. Mayor Adame signed this Resolution on February 1st to facilitate its processing by the relevant parties. This action constitutes the ratification of the Resolution.

Consider Resolution 24-R-09, a Resolution by the City Council of the City of Alvin, Texas, approving the Utility Conveyance and Security Agreement Accepting the Water Distribution, Wastewater Collection, and Storm Water Facilities that serve Imperial Forest, Section One (1); and authorize the Mayor to sign upon legal review.

This conveyance of utility facilities conforms with the initial Utility Services Contract dated September 21, 2007, with the developer, Rooted Development Group, LLC. Rooted Development Group contracted with the City to obtain water supply and wastewater treatment services for MUD #73 serving the Imperial Forest Subdivision. The Developer provided for the construction and financing of the water and wastewater facilities to serve the MUD district. These services (water supply and wastewater treatment services) are to be transferred to the City for ownership, operation, and maintenance after completion. Staff recommends approval of the Utility Conveyance and Security Agreement for MUD No. 73, Imperial Forest, Section One (1).

Consider Resolution 24-R-10, a Resolution by the City Council of the City of Alvin, Texas, approving the Utility Conveyance and Security Agreement Accepting the Water Distribution, Wastewater Collection, and Storm Water Facilities that serve Imperial Forest, Section Two (2); and authorize the Mayor to sign upon legal review.

This conveyance of utility facilities conforms with the initial Utility Services Contract dated September 21, 2007, with the developer, Rooted Development Group, LLC. Rooted Development Group contracted with the City to obtain water supply and wastewater treatment services for MUD #73 serving the Imperial Forest Subdivision. The Developer provided for the construction and financing of the water and wastewater facilities to serve the MUD district. These services (water supply and wastewater treatment services) are to be transferred to the City for ownership, operation, and maintenance after completion. Staff recommends approval of the Utility Conveyance and Security Agreement for MUD No. 73, Imperial Forest Section Two (2).

Consider Resolution 24-R-11, a Resolution by the City Council of the City of Alvin, Texas, approving the Utility Conveyance and Security Agreement Accepting the Water Distribution, Wastewater Collection, and Storm Water Facilities that serve Mustang Crossing, Section Seven (7); and authorize the Mayor to sign upon legal review.

This conveyance of utility facilities conforms with the initial Utility Services Contract dated September 21, 2007, with the developer, Rooted Development Group, LLC. Rooted Development Group contracted with the City to obtain water supply and wastewater treatment services for MUD #73 serving the Imperial Forest Subdivision. The Developer provided for the construction and financing of the water and wastewater facilities to serve the MUD district. These services (water supply and wastewater treatment services) are to be transferred to the City for ownership, operation, and maintenance after completion. Staff recommends approval of the Utility Conveyance and Security Agreement for MUD No. 73, Mustang Crossing, Section Seven (7).

Consider Resolution 24-R-12, a Resolution by the City Council of the City of Alvin, Texas, approving the Utility Conveyance and Security Agreement Accepting the Water Distribution, Wastewater Collection, and Storm Water Facilities that serve Mustang Ridge, Sections One (1) and Two (2); and authorize the Mayor to sign upon legal review.

This conveyance of utility facilities conforms with the initial Utility Services Contract dated September 21, 2007, with the developer, Rooted Development Group, LLC. Rooted Development Group contracted with the City to obtain water supply and wastewater treatment services for MUD #73 serving the Imperial Forest Subdivision. The Developer provided for the construction and financing of the water and wastewater facilities to serve the MUD district. These services (water supply and wastewater treatment services) are to be transferred to the City for ownership, operation, and maintenance after completion. Staff recommends approval of the Utility Conveyance and Security Agreement for MUD No. 73, Mustang Ridge, Sections One (1) and Two (2).

Acknowledge receipt of the 2023 Racial Profiling Report submitted annually to the Texas Commission on Law Enforcement (TCOLE) and the Alvin City Council as required by Article 2.134 of the Texas Code of Criminal Procedure.

Article 2.134 of the Texas Code of Criminal Procedure requires that no later than March 1st of each year, law enforcement agencies submit a report containing the previous year's incident-based data to the Texas Commission on Law Enforcement (TCOLE) and to the governing body of that agency's city or county. The 2023 report includes data on: gender, race or ethnicity, if race was known prior to the stop, reason for the stop, street address or approximate location of the stop, if a search was conducted, the reason for the search, if contraband was discovered, description of contraband, result of the stop (verbal warning, written warning, citation, arrest and if use of force resulting in bodily injury occurred), if an arrest occurred whether it was a penal law, traffic law, city ordinance or warrant. A comparison of demographic data collected with the latest demographic data estimate of the City of Alvin (census.gov), <https://www.census.gov/quickfacts/alvincitytexas>, was completed and submitted to TCOLE as well as the required data on traffic stops for the year. The actual demographic makeup of the city is considered to be outside this data set as no data set indicates that work, shopping or travel demographics within the city were included. The 2023 racial profiling report is believed to be representative of our population in general and does not indicate racial profiling bias. One complaint involving racial profiling was made to the Alvin Police Department in 2023. The racial profiling portion of that complaint was deemed unfounded.

Consider awarding a bid (Bid 24-01 Ambulance Chassis) to Ron Carter Ford for the purchase of one (1) ambulance chassis utilizing American Rescue Plan Act (ARPA) funds in a total amount not to exceed \$53,815.

The ARPA is a \$1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law on March 11, 2021. Of the \$1.9 trillion, the City of Alvin was allocated approximately \$6.6 million. Several public meetings were held to discuss and consider various projects that could be funded using the funds allocated to the City of Alvin. The purchase of an ambulance module and chassis were identified as a viable project and funds were appropriated by City Council on March 17, 2022 (per Ordinance 22-V). Upon approval of Ordinance 22-V, staff indicated that before funds were expended, final authorization would come before City Council for approval. BID-24-01 Ambulance Chassis opened on January 30, 2024, and advertised on January 14, 2024, and January 21, 2024. Bids were received by the deadline from: Ron Carter Ford and Platinum Ford North LLC. The E.M.S. Department is requesting to purchase a new ambulance chassis using American Rescue Plan Act (ARPA) funds and procure the

equipment. The council has previously approved the purchase of the Ambulance Module that will be fitted to this chassis on September 21, 2023.

Consider awarding a bid (Bid 24-01 Ambulance Chassis) to Ron Carter Ford for the purchase of one (1) ambulance chassis utilizing funds as budgeted in the FY23-24 budget, for a total amount not to exceed \$53,815.

Ambulance Unit #845 was a 2016 Chevrolet 3500 damaged in an accident in January 2023 that resulted in a total loss (at no fault of the City). This unit was due to be replaced in FY 23/24 and had 219,000 miles at the time of the accident. The City received \$31,150.00 from TML insurance. BID-24-01 Ambulance Chassis opened on January 30, 2024, and advertised on January 14, 2024, and January 21, 2024. Bids were received by the deadline from: Ron Carter Ford and Platinum Ford North LLC. This purchase is for the replacement of the ambulance chassis (F450) which will be attached to an ambulance module purchased separately and previously approved by City Council on September 21, 2023.

Consider a proposal with Horizon International Group through the Choice Partners JOC Cooperative Purchasing network for electro-mechanical lock set replacement for the Alvin Police Department Jail doors, in an amount not to exceed \$151,530; and authorize the City Manager to sign related documents upon legal review.

The existing sliding door devices and key switches were installed in the Alvin City Jail upon original construction of the Police Department in 1997. These jail cell locking components are worn and in need of replacement. The proposal includes replacement of two (2) sliding door devices with key switch and nineteen (19) electro-mechanical lock sets and twelve (12) mogul cut keys (matching existing key codes). Existing mogul cylinders will be re-used along with door and door frames. The price includes performance & payment bonds along with 6% contingency.

Advantages of using Choice Partners Cooperative Purchasing Network:

- * Fast track procurement process
- * Lower procurement and administrative costs
- * Fewer change orders
- * 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

Consider approval of the updated Gulf Region Information and Dispatch (GRID) Interlocal Agreement for Implementation and Operation of GRID system with the City of League City.

Alvin is a member of the Gulf Region Information and Dispatch (GRID) System. The GRID consists of a consortium of area agencies consisting of League City, Port of Houston Authority, Morgans Point, Dickenson, Sante Fe, Sugarland, Texas City, University of Texas Medical Branch Galveston, Seabrook, La Marque, Lakeview, Kemah, Deer Park, La Porte, Nassau Bay, and Webster. The GRID shares a computer-aided dispatch and records management system (CAD/RMS). The sharing of the CAD/RMS system allows for a cost reduction of operating an independent, stand alone, CAD/RMS while simultaneously allowing all member agencies to have access to critical records and information across the shared system. The GRID is currently in the process of updating the current CAD/RMS system to the Motorola PremierOne CAD/RMS. Alvin Council approved our portion of the CAD/RMS purchase on May 29, 2022. This system is expected to go operational in September 2024. The current interlocal was enacted at the time of the creation of GRID, more than 15 years ago. Since GRID is transitioning to the new CAD/RMS system, we have chosen this time to update the interlocal agreement to include updated language and the agencies that have joined since the original interlocal was created. The maintenance cost of the GRID is an already budgeted expense. Staff recommends approval of the Interlocal Agreement for Implementation and Operation of GRID System.

Consider the authorization of the sale of out-of-service police Motorola radios to Sunny Communications in an amount not to exceed \$41,500; and authorize the City Manager to sign related documentation upon legal review.

In FY22, Council approved the replacement of the Police handheld and mobile radios. In FY23, Council approved the upgrade of dispatch including the replacement of the "end of service life" radio consolettes. The City of Alvin Purchasing Policies & Procedures Manual requires that city property must be disposed of in one of the following ways:

- Public Auction
- Trade-in on new equipment
- Sealed bids (standard bidding procedures will apply)
- Scrap material, taken to recycling center by user department
- Destruction as unsalvageable; or
- Negotiated price, approved by City Council

The police department was able to locate a vendor, Sunny Communications, who specializes in refurbishing radios and, after some negotiation, has agreed to purchase our replaced radios for \$41,400.00. This price is significantly more than what we would expect to recoup if we placed the radios in a public auction. Two-thirds of the proceeds will be credited to the General Fund, the remaining one-third will go to the EMS fund. Staff recommends approving the sale of the outgoing radios to Sunny Communications.

Consider an Engineering Services Agreement with Freese and Nichols Engineering for an amount not to exceed \$180,000, for engineering services for the Environmental Protection Agency (EPA) Lead and Copper Rule Revisions (LCRR) Compliance Program - Phase 2; and authorize the City Manager to sign the Agreement upon legal review.

The Environmental Protection Agency (EPA) released Lead and Copper Rule Revisions (LCRR) on January 15, 2021, that significantly improve the actions that public water systems must take to reduce lead in drinking water. This is the EPA's first major overhaul of the Lead and Copper Rule since 1991. Under the LCRR, a public water system will be required to take new actions, including, but not limited to:

- Identifying the most impacted areas by requiring water systems to prepare and update a publicly-available inventory of lead service lines and requiring water systems to "find-and-fix" sources of lead when a sample in a home exceeds 15 parts per billion (ppb).*
- Strengthening drinking water treatment by requiring corrosion control treatment based on tap sampling results and establishing a new trigger level of 10 ppb*
- Replacing lead service lines by requiring water systems to replace the water system-owned portion of a lead service line when a customer chooses to replace their portion of the line.*
- Increasing drinking water sampling reliability by requiring water systems to follow new, improved sampling procedures and adjust sampling sites to better target locations with higher lead levels.*
- Improving risk communication to customers by requiring water systems to notify customers within 24 hours if a sample collected in their home is above 15 ppb. Water systems will also be required to conduct regular outreach to homeowners with lead service lines.*
- Better protecting children in schools and child care facilities by requiring systems to take drinking water samples from the schools and child care facilities served by the system.*

The LCRR has a compliance date of October 16, 2024. To assist the City in meeting the compliance deadline, staff recommends the execution of an Engineering Services Agreement with Freese and Nichols (FNI) to provide the phase 2 portion of the LCRR Compliance Program. Phase 1 was approved by City Council on 2/2/2023. Phase 2 assessment will consist of: project management, public communication planning for October 2024, funding initial application and support, review and submittal of initial service line inventory, LCRI compliance plan with budget estimates, participation in community meetings, and school and childcare sampling planning. The EPA encourages states and cities to leverage federal resources to support local lead service line replacement projects. This is a budgeted item in the FY24 budget. Staff recommends approval of this Agreement.

Consider the purchase of Microsoft Software & Related Services for the City of Alvin from SHI Government Solutions through DIR Contract DIR-CPO-5237 for a term of three (3) years for an annual cost not to exceed \$85,855.84; and authorize the City Manager to sign related documents upon legal review.

Staff across the city extensively utilize Microsoft Office 365 for diverse tasks. Outlook is the primary communication tool, Word is employed for documentation and report writing, while Excel is pivotal for spreadsheet management and document reviews. Additionally, various other applications within the suite cater to specific needs, collectively contributing to a comprehensive and efficient work environment. The primary reasons for the proposed cost increase are outlined below. The anticipated budget for the Microsoft Enterprise Agreement was initially set at \$56,960. However, due to the following factors, a revised yearly budget of \$85,855.84 is necessary for the new three-year agreement:

1. Increased Staff Count:

- a. Since the last agreement in 2020, there has been a substantial increase in the overall staff count.*
- b. Notably, the Police Department has seen significant growth in personnel and their staff require the highest licensing tier for Office 365 to meet their operational needs effectively.*
- c. Providing officers and staff at the Alvin Police Department with the elevated licensing tier empowers them to efficiently perform essential tasks using Outlook, Word, and Excel. For instance, patrol officers can seamlessly draft reports, whether in their patrol vehicles or at their desks, all while managing email correspondence through their Outlook mail application.*

2. Price Increases for Microsoft Licensing:

- a. The prices of individual items within the new Microsoft Enterprise Agreement, such as user licensing and server licensing, have experienced notable increases.*
- b. User licensing operates on a per-user basis, resulting in a proportional rise in costs for the new agreement.*

- c. Certain items have witnessed price spikes of up to 33.23%, contributing to an overall increase in the total licensing expenditure.

3. Introduction of Defender P2 Email Security Suite:

- a. The new Office 365 Agreement includes the implementation of Defender P2, an advanced suite of email security features.
- b. The current email security framework relies exclusively on custom filtering implemented by the IT Staff, constituting a minimal security measure that operates reactively rather than proactively.
- c. Defender P2 offers a comprehensive set of security tools, enhancing protection against evolving cyber threats, and ensuring a robust defense for the city staff.
- d. Investing in Defender P2 aligns with best practices for safeguarding sensitive data and maintaining the integrity of city services.

4. Funding Source:

- a. The increased costs associated with the Microsoft Enterprise Agreement renewal will be sourced from the IT Support & Maintenance Fund Reserves.

This revised budget of \$85,855.84 represents a strategic and imperative investment to fortify our organizational capabilities. By allocating these funds, we not only meet the immediate demands but also proactively secure a resilient, efficient, and scalable digital environment for the next three years. This financial commitment is pivotal in safeguarding our operations against emerging security challenges and positioning us for sustained success in the dynamic landscape of digital governance. Your support in approving this adjustment is paramount for fortifying our digital infrastructure and ensuring the continued excellence of our services to the community.

Consider the purchase of a 2024 Caterpillar Excavator from Mustang Machinery Company, LLC through the Sourcewell Cooperative Purchasing Program in an amount not to exceed \$57,473.29; and authorize the City Manager to sign related documents upon legal review.

The acquisition of a new 2024 Caterpillar Mini-Excavator was approved and adopted by City Council in the FY24 budget. The new mini-excavator will replace a 2010 Case Mini-Excavator utilized by Utility Staff to install, repair, maintain, and improve water/wastewater services for the City of Alvin community. The new Caterpillar unit will be purchased utilizing the Sourcewell Cooperative Purchasing Program Contract #032119-CAT. Pricing of the new unit is valid until April 2024. The current unit, a 2010 Case Mini, will be auctioned in a public auction sale once the new unit arrives and is put into service. In addition, Caterpillar is providing credit for two very old units that were removed from service many years ago, a 1993 Case 580 backhoe and a 1994 Case 580 backhoe. Both of these units have not been operable and have been stored at the Wastewater Treatment Plant (WWTP) and Public Services Facility (PSF) for many years. Both units had been advertised in previous public auctions, but were not sold or bid on.

Consider authorizing the City Manager to send a letter to the Brazoria County Mosquito Control District for the continuation of aerial spraying services for the 2024 season.

This is an annual request for authorization from the Brazoria County Mosquito Control District for the continuance of aerial spraying over the City of Alvin. The spraying is performed during massive outbreaks of mosquitoes (typically in summer and fall months) by the contracted aerial sprayer. The County will put out notifications through their respective social media accounts and other means available. The flying schedule depends heavily upon the landing-rate counts, weather and wind conditions. As a result of the variables listed, the County is unable to give notice of the specific flying time in advance. Aerial spraying has proven to be an effective measure for mosquito control in Brazoria County. More information can be obtained by calling the Brazoria County Mosquito Control Office at 979-864-1532 or by visiting: www.brazoriacountytx.gov Residents can also submit spray requests by calling their office, or by visiting the website listed above. Staff recommends approval.

Consider a master preliminary plat of Preservation Creek Phase 2 (located along the south side of Farm to Market 1462 1.0 mile east of the SH-288 intersection), being a Planned Unit Development of 175.26 acres out of the C.M. Hayes survey, Section 8, Abstract No. 534, and the W.D.C Hall Survey, Abstract No. 69 and portions of the Kanawha Texas Company's Subdivision City of Alvin, Brazoria County, Texas.

On January 22, 2024, the Engineering Department received the master preliminary plat of Preservation Creek Phase 2 for review. The property is located along the south side of Farm to Market 1462 1.0 mile east of the SH-288 intersection), being a Planned Unit Development of 175.26 acres containing 330 lots and 24 reserves in 12 sections and 24 blocks and complies with the Preservation Creek Development Agreement (Ordinance 23-O) approved June 15, 2023, and the General Plan previously approved by Council on December 7, 2023. The City Planning Commission unanimously approved the plat unanimously at their meeting on February 20, 2024. Staff recommends approval of the plat.

Acknowledge receipt of the Parks and Recreation Board's five-year list of recommended park improvement projects.

The City Charter requires the Parks and Recreation Board to make recommendations to the City Council for improvement and betterment of public parks and recreational facilities by March 1st of each year. At the regular park board meeting on February 6, 2024, the board recommended and unanimously approved a five-year forecast list of park improvements. The park improvement projects will remain part of the City's comprehensive Capital Improvement Project list, reviewed by the Planning Commission and presented again to City Council. The five-year park improvement projects list is a planning document. City staff and Parks Board recognize funding may not be available to fund all projects listed.

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

OTHER BUSINESS

Consider an Agreement for Use of Public Water System Identification Number with W Land Development; and authorize the Mayor to sign the Agreement upon legal review.

A public water system (PWS) is a system that supplies water to be used for human consumption and includes any collection, treatment, storage, and distribution facilities as well as any collection of pre-treatment storage facilities. PWS's are assigned an identification number (ID) to identify each water system that provides potable water and to reference correspondence and documentation. Texas Commission on Environmental Quality (TCEQ) requires a PWS ID to be included with any construction plans submitted to TCEQ by or on behalf of a public entity (municipality, county, special district etc.). W Land Development Management LLC, developer of Preservation Creek (PC) (the 2,900 acre master planned community) is requesting approval of an agreement with the City that would allow the developer to use the City's PWS ID on behalf of the future Preservation Creek Municipal Utility District Number 1 (PCMUD) for TCEQ's review and approval of the PC MUD's public water system engineered plans. Currently, the developer is in the process of creating PCMUD that will provide water and wastewater services to serve the future residents in Preservation Creek. However, until PCMUD is created, PCMUD will not be able to obtain its own PWS ID. As a result, the developer is requesting to temporarily use the City's PWS ID in order to continue to submit plans to TCEQ for approval while PCMUD is being created. Lisa Clark, Senior Vice President of W Land Development, has apprised staff that if City Council does not approve the PWS ID Agreement, the Preservation Creek development could "come to a halt" until PC MUD is created, which could take up to six months.

Terms of the proposed PWS ID Agreement include but are not limited to:

- *The City will not incur or pay any costs associated with the developer's submission and approval of plans to TCEQ using the City's PWS ID*
- *Once PCMUD is created, the developer will transfer any plans submitted by the City's PWS ID over to PCMUD's PWS ID*
- *Before the public water system goes online, the developer will transfer any plans submitted by the City's PWS ID over to PCMUD's PWS ID*

The City's Public Works Director has reviewed and staff recommends approval of the Agreement.

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

Council member Garivey moved to approve an Agreement for Use of Public Water System Identification Number with W Land Development; and authorize the Mayor to sign the Agreement upon legal review. Seconded by Council member Starkey; motion carried with all members present voting Aye.

Consider a Memorandum of Understanding between the Community Health Network and the City of Alvin, to provide for a Qualified Mental Health Professional to work in conjunction with the Community Health Network and the City; and authorize the Mayor to sign the Memorandum of Understanding upon legal review.

In August 2023, Community Health Network (CHN) announced that they were expanding services in the Alvin area, including increasing mental health services. With this information, Chief Lee developed and conceptualized an idea of forming an equal, 50/50, partnership between the City of Alvin and CHN to provide a dedicated Qualified Mental Health Professional (QMHP) to work in conjunction with Alvin Police Department (APD) Mental Health Detective (MHD). The focus of the proposed partnership is to be on the aftercare of the mental health consumer (MHC) that APD encounters during calls for service. The call for service that involved an MHC would be noted, and the information would be forwarded to the QMHP/MHD team (TEAM). The TEAM would then reach out to the MHC and, depending on the nature of the call, work with them toward obtaining help either through the MHN network, available County or State resources, regional mental health/addiction non-profits or other identified resources. The TEAM would also help educate the MHC on what Federal or State benefits they may be entitled to, and help the MHC apply for those benefits. If the MHC is a suspect in a lower level of offense, then the TEAM would approach the victim of the offense to try to work out a diversion solution instead of formally charging the MHC with the offense. This would potentially keep the MHC from entering the criminal justice system. A diversion would involve the city prosecutor and Brazoria County District Attorney's Office, depending on the nature

and type of offense. Both are amenable to this proposed program. Staff recommends approval of the MOU between the City of Alvin and Community Health Network.

Robert Lee, Police Chief, presented this item before City Council with explanation. Ezreal Garcia, Vice President, Government Affairs and Public Relations for Community Health Network was also in attendance and stated his vision for partnering with Alvin Police Department to serve the Alvin community.

Council member Starkey moved to approve the Memorandum of Understanding between the Community Health Network and the City of Alvin, to provide for a Qualified Mental Health Professional to work in conjunction with the Community Health Network and the City; and authorize the Mayor to sign the Memorandum of Understanding upon legal review. Seconded by Council member DeKeyzer; 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.

Council member Vela asked that some solutions be drafted for consideration at a future meeting to alleviate issues with the homeless in Alvin.

Council member Vaughn asked for an item to be added to a future agenda to address the VFW trying to acquire the old EMS building on House Street.

Council member Moore asked staff to look at options to improve parking conditions at the Library during elections.

Council member Starkey asked staff and the City Manager to review options to adding a second Mental Health Officer to the Alvin Police Department during the next budget cycle.

REPORTS FROM THE CITY MANAGER

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

Mr. Junru Roland announced various items of community interest.

ITEMS OF COMMUNITY INTEREST

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

Council member Garivey mentioned the Alvin Music Festival on March 18th. Opportunities are still available for judging; details can be found on the website.

EXECUTIVE SESSION

Mayor Adame called for executive session at 7:42 p.m. in accordance with the following:

Section 551.074 of the Local Government Code: Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

RECONVENE TO OPEN SESSION

Mayor Adame reconvened the meeting to open session at 8:21 p.m.

Consider and take action on the City Manager's recommendation for the appointment of an Economic Development Director.

Council member DeKeyzer moved to approve the City manager's recommendation for the appointment of Paul Chavez to the Economic Development Director's position in the City of Alvin. Seconded by Council member Starkey; motion carried with all members present voting Aye.

ADJOURNMENT

Mayor Adame adjourned the meeting at 8:22 p.m.

PASSED and APPROVED the 21st of March 2024.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 3/21/2024

Department: City Secretary

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

Agenda Item: Proclaim the month of April 2024 as Fair Housing Month in the City of Alvin, Texas.

Type of Item: Action Item

Summary: This proclamation is listed under the Consent Agenda as it will not be formally presented at the City Council meeting. This is required by Brazoria County for Community Development Block Grants. Staff recommends proclaiming the Month of April 2024 as Fair Housing Month in the City of Alvin as requested.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☒ Required ☐

Date Completed: _____

Finance Review Required: N/A ☒ Required ☐

Date Completed: _____

Supporting documents attached:

1. Fair Housing Proclamation 2024
-

Recommendation: Move to approve the month of April 2024 as Fair Housing Month in the City of Alvin.

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: _____

PROCLAMATION

WHEREAS, the Department of Housing and Urban Development has initiated the sponsorship of activities during the month of April of each year designed to reinforce the Department's commitment to the concept of Fair Housing and Equal Opportunity; and

WHEREAS, the City of Alvin affirmatively supports the efforts of the Federal Government and the State of Texas to assure equal access to all Americans to rental housing and homeownership opportunities; and

WHEREAS, the City of Alvin welcomes this opportunity to reaffirm its commitment to provide equal access to housing to all of its residents without regard to race, color, religion, sex, disability, familial status, national origin or source of income; and

WHEREAS, the City of Alvin affirmatively supports programs that will educate the public concerning their rights to equal housing opportunities and to participate in efforts with other organizations to assure every person their right to fair housing; and

WHEREAS, the City of Alvin is honored to join the Federal Government, the State of Texas, and local jurisdictions across America in celebrating the rich diversity of our people and the right of all citizens to live where they choose without fear of discrimination.

NOW, THEREFORE, be it resolved, the City of Alvin, does hereby proclaim April as the month to celebrate and honor all efforts which guarantee the right to live free of discriminatory housing practices and proclaim this month as:

“FAIR HOUSING MONTH”

and urge all local officials and public and private organizations to join activities designed to further Fair Housing objectives.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of the City of Alvin to be affixed this the 21st day of March 2024.

Gabe Adame, Mayor



AGENDA COMMENTARY

Meeting Date: 3/21/2024

Department: Utility Billing

Contact: Amy Mallett, Utility Billing Manager

Agenda Item: Consider awarding Request for Proposal 24-01 to DataProse for Bill Printing and Mailing Services for the Utility Billing Department; and authorize the City Manager to sign the Agreement upon legal review.

Type of Item: Action Item

Summary: On February 27, 2024, bids were opened and Dataprose offered the third-lowest bid with an estimated annual cost of \$85,500 for three (3) years, effective June 1, 2024, with two (2) additional one (1) year renewable options. Each bidder was reviewed and graded based upon their organization and qualifications, service quality, product appearance and quality, and pricing and fees. Dataprose emerged with the highest overall average score. We have been using Dataprose since 2003, and their compatibility with our software provider, Incode, has been seamless. Additionally, an existing deposit with Dataprose remains in place, and there will be no alterations to current services upon the awarding of this RFP/Agreement.

The lowest bidders were not selected based upon the basic bids provided. Peregrine did not provide electronic tracking availability, bill viewing capability or same-day mailing or provide samples of their products. SPM did not provide information regarding their company, skills or qualifications and the proposed total was incomplete.

Staff recommends awarding this proposal to Dataprose. Upon Council approval, an award letter will be sent to vendors.

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: 3/13/2024 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 3/18/24

Supporting documents attached:

1. DataProse Proposal; RFP 24-01; Utility Bill Print Mail
 2. RFP 24-01 Scores Average
 3. RFP24-01 Pricing Sheet
 4. DataProse Contract; 2015
 5. RFP 24-01 Utility Bill Print Mail Bid Packet with Addendum
-

Recommendation: Move to award the Request for Proposal 24-01 to DataProse for Bill Printing and Mailing Services for the Utility Billing Department; and authorize the City Manager to sign the Agreement upon legal review.

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

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

PREPARED FOR:



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Proposal Cover Sheet

Due Date: Tuesday, February 27, 2024, by 2:00 p.m.

Matrix Imaging Solutions, LLC., dba DataProse, LLC.

Name of Firm/Company

Harry Vasquez, Director of Business Development

Agent's Name (Please Print) Agent's Title

1122 W. Bethel Road, Suite 100, Coppell, TX 75019

Mailing Address City State Zip

713-320-9956

Telephone Number

hvasquez@matriximaging.com

Email Address

Harry Vasquez

Authorized Signature

February 21, 2024

Date

Proposal Submission Checklist

X	Proposal Cover Sheet
X	Proposal (3) hard copies (1) electronic PDF version (via flash drive)
X	Proposal Cost Sheet
X	Public Information Act Form
X	Conflict of Interest Questionnaire

LETTER OF TRANSMITTAL

February 26, 2024

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

RE: RFP #24-01 Utility Bill Printing and Mailing Services

Dear Dixie,

DataProse thanks you for the opportunity to submit our response to your Request for Proposal in support of your Utility Bill Printing and Mailing Services requirements. As a current vendor to the city, DataProse understands what it takes to meet and exceed your expectations. Please note the following as it relates to our response:

- DataProse exceeds all the minimum requirements of the City's request for this Proposal. Our response has been developed with every effort to meet your unique needs for output services.
- DataProse is in receipt of all formal RFP related documents, including addendum #1.
- DataProse is taking no exceptions to the terms, conditions, specifications, or other requirements listed in the RFP.
- DataProse complies with all insurance requirement coverage levels and will provide the required endorsements should we be the chosen vendor.
- As requested in the RFP, this proposal is a firm and irrevocable offer valid for 90 days.
- DataProse requests that our *samples and client references* remain confidential.

We believe the key to success is building long-term relationships with our clients as not just a vendor, but a partner. DataProse offers decades of experience in the critical transactional document production industry, including more than thirty (30) years serving city and county governments and municipal utilities. We currently provide output billing services to over 400 clients across the U.S. including more than 350 municipal utilities, courts and taxing agencies. Our experience includes extensive knowledge of Tyler Technologies Utility Product Suite including Incode, New World, Munis, Enterprise, Eden, and many others. Although we are large enough to offer you comprehensive solutions, we are small enough to provide you with the one-on-one service and attention you should expect. I can personally assure you that DataProse will continue to provide you with the highest level of quality and responsive service available in the market today. We have appreciated working with the City of Alvin, and we look forward to continuing that relationship.

Our team thanks you for the opportunity and we welcome your questions and input.

Best Regards,



Proposal Follow-up Contact:

Harry Vasquez, MBA
Director of Business Development
713-320-9956
hvasquez@matriximaging.com

With Binding Authority From:

Brian Snyder, CSO
Matrix Imaging Solutions, LLC. dba DataProse, LLC.
1122 W. Bethel Rd., Suite 100
Coppell, TX 75019
bsnyder@matriximaging.com

EXECUTIVE SUMMARY

For over 30 years the DataProse team has managed document design, composition, print and electronic delivery capabilities by serving the most demanding transaction-oriented consumer markets. We have made the production of customer documents a core part of our business and understand how mission critical it is for all our clients.

Our history of designing, implementing and managing complex applications has been praised by many of our business partners. To exceed your expectations, we will work closely as a team to ensure the entire process is handled in a professional and timely manner consistent with your specifications. Our advanced technology and expertise, coupled with the variety of services we offer can dramatically reduce costs and risk. Our goal is to exceed your expectations in quality, timeliness and responsive customer service.

Below are some examples of what makes DataProse one of the leading providers of critical document management and print/mail services in the nation:

- Completely integrated electronic and printed output options.
- A primary focus on critical transactional document services in the Utility Market Vertical.
- Highest quality processing with secure and auditable processes.
- Online customer portal: DPAuto, for file uploading, proofing, job tracking, CASS and NCOA online detailed reporting, detailed processing and postage cost, and SLA & production details.
- Hosted document archive and web presentment options.
- Full Service USPS Postal Unit (DMU).
- Utilization of “best-in-class” industry software: OpenText Exstream – Dialogue, to compose and develop applications for print and electronic solutions.
- Expandable processing/mailing capacity to ensure SLA's are always met or exceeded.
- Experienced, professional programming, implementation and account management team.
- Financially secure company that extensively invests in technology, infrastructure, security, quality, equipment and new services and solutions each and every year.

DataProse has and continues to invest in creating online applications that help you manage your business with us as well as the communications with your customers. With these tools, you can monitor production, gather statistics, create dynamic and personal messages on documents, manage inserts, create and submit dynamic letters, file review and approve and track both outgoing and reply mail. Below is a brief description of our online applications.

- [DPAuto Customer Portal](#) provides 24/7 file downloading, CASS and NCOA, variable messaging on individually selected documents and inserts, online document proofing prior to printing, online ability to make last minute changes before printing, real time job tracking to monitor your project throughout the entire process, detailed reporting, address updates/corrections reports from CASS and NCOA, including postage costs by job upon job completion, weekly and monthly summary reports, and mail tracking of your project from departure to delivery.

- [DPSearch & View](#): This feature is a fully hosted web application that electronically stores exact replicas of your statements. This provides you with the ability to search, view or print a document exactly as it appears to your customers, online 24/7.
- [DPView and Approve](#): This online tool provides the ability to view and approve your proofs or hold entire jobs for reviewing individual documents. This allows for your ability to set specific jobs on hold and perform business validation at the document level.
- [DPMessage Manager](#): This online tool gives you the ability to add or change messaging on your bill quickly before production begins, search existing messages, or create new messages by state, zip code, or user defined data fields.
- [DPJobTrax](#): This online feature gives you the ability to track your project throughout the production process.
- [DPMailTrax](#): This online tool gives you the ability to track your inbound/outbound mail throughout the USPS postal system up to the point of delivery.
- [DPeBill](#): This service provides personalized html based graphic email delivery, 24/7 viewing and access, directs bill-payer to your EBPP Website, click-through & bounce-back reporting – 24/7 access to back-end reporting on any user-defined fields.

DataProse Locations and Contact Information	
Southwest Production: (DMU)	1122 W. Bethel Rd., Suite 100
	Coppell, TX 75019
	(800) 876-5015 - Phone
	(972) 462-5428 - Fax
East Coast Production Facilities: (DMU)	6341 Inducon Dr. E.
	Sanborn, NY 14132
	95 Monocacy Blvd.
	Frederick, MD 21701
West Coast Production: (DMU)	2930 Ramona Ave., Suite 100
	Sacramento, CA 95826
Primary Point of Contact:	Harry Vasquez
	(713) 320-9956
	hvasquez@matriximaging.com

STAFF PROFILES

Curtis Nelson, SVP – Operations

Curtis Nelson's 32+ year tenure in the billing industry with DataProse includes a special focus on electronic bill presentment and payment systems. "I always try to employ a creative, strategic leadership approach, combined with a strong technical knowledge and continuous education, but our success ultimately depends on a very simple focus: always do what is right for the customer." Managing operations for DataProse, Curtis also focuses in procedural analysis and systems project execution, SAS70, other IT Control Objectives as well as Payment Card Industry standards and guidelines. (PCI, NACHA, etc.)

Tony Yeveerino, Production Manager

Tony currently manages the overall Production Operations at DataProse. In his 22+ year tenure with DataProse, he has managed several aspects of the production environment. He is well-versed in the operation, servicing and production scheduling & planning for many types of Digital Imaging, inserting and other ancillary equipment environments. (Including, Xerox, OCE Canon, Ricoh, MBO, Bell & Howell, Pitney Bowes, Document Data Solutions, and more). Tony was a critical team member as DataProse deployed its Automated Document Factory back in 2001. During a time when many operations had not yet begun to investigate ADF technology, Tony was helping DataProse implement this best-in-class technology.

Brian Ray, SVP - Management Information and Technology Solutions

Brian has spent over 16 years managing transactional document production with Xerox. This tenure includes an extensive background in providing technology solutions supporting off-site outsourcing agreements. Brian is a Texas Tech graduate with a BS in Electrical Engineering and has worked several different Information Technology assignments with Xerox before moving into a management role in 2002. In addition to working as an IT design architect with application design, networking, programming and billing - Brian eventually worked his way into a full-time Solution Architect with Xerox. Brian has spent most of the last 15 years improving overall workflow and creating technology efficiencies – including architecting the migration of the people, processes and equipment for one of Xerox's largest banking customers. Brian was the 1999 recipient of the Xerox National Champion of Customer Satisfaction award and in 2004, earned his Lean Six Sigma Greenbelt. Brian joined DataProse in 2013 and has put his talents to use improving on our, already strong processing and production systems.

Gina Randall, Project Implementation Manager

Gina oversees major project implementations and manages DataProse account relationships for over 18 years. Her dedication and hard work includes detailing project specifications, facilitating communication with various internal and external teams, analyzing client data/statistics and providing client education and training. Gina's vast experience and can-do attitude are valuable assets in meeting and exceeding client expectations.

Rachel Alanis, Client Services Manager

Rachel's offers several years of experience as an Account Manager and has served our clients with DataProse for over 13 years. Her dedication and hard work not only ensure that her client's questions are answered, but she also maintains a strong relationship with each and every one of her contacts. She encourages open communication and always goes the extra mile to take care of her clients. Rachel is a graduate of Texas A&M University.

PROJECT IMPLEMENTATION PLAN

The general scope associated with any new project is estimated at twelve (12) weeks understanding that all requested items are returned to DataProse in the timeframe stated. If provided with PDF input, the implementation time frame is significantly less. **As a current client, this timeline does not apply.** Any changes to the Project Schedule will be documented and updated on your plan and provided to all parties involved.

In order to begin your implementation, the following items will be required:

- Test Data File
- Data Layout
- Client Logo
- New Client Checklist
- NCOA-Link documentation
- Mockup (if applicable)

Your Project Manager will provide you with all documentation necessary to begin development and is able to assist you with any questions you may have about the items listed above. After the completion of the initial development, you will receive samples from DataProse. You and your Project Manager will complete a series of correction and revisions as deemed necessary in order to create your desired new statement design. Once the design of the statement is complete, you will be asked to perform a Parallel Test.

For each project implemented by DataProse, you will be assigned a dedicated Account Manager to facilitate all client communication and funnel all questions or concerns. Your Account Manager will represent DataProse and will be equipped with the necessary information to complete the project. In turn, we ask that one point of contact be established at the client level to facilitate client changes, revisions and final approval for the application to be built. Although various components of the project may be assigned to specific individuals on your team, it is ultimately the main point of contact that the Account Manager will consult regarding format changes and final decisions that may arise while the project is in production. Each project is also assigned a DataProse developer. This person is responsible for the data programming associated with your application including data mapping and bill design. The Project Manager and Developer work closely to produce your final product. The developer is the person that will be a technical resource for the development of your application in the event data specific questions arise.

It is imperative that all items be received and returned in a quick and efficient manner. Failure to return items as requested may result in a delayed live date. Your project cannot begin until a test data file, data layout and checklist are received. Your project completion date will be assessed once all components are returned and submitted for scheduling. A conference call may be needed within two weeks of project submission in order to answer questions regarding your data set by the assigned development programmer. In most cases, an initial sample of the project can be expected within two to three weeks from project submission. Again, this date is subject to change and will be defined on your project plan from the point of receipt of requested items.

There may be components of your project that will need to be assessed outside of printing and mail delivery. If this is the case, this project will receive its own timeline and requirements in order to obtain the desired product.

As with any new change, you may see a need to alter the initial sample as presented by DataProse. Your Project Manager will provide you with a Corrections and Revisions Form in order to alter the initial sample. This form is necessary to obtain your final desired project. Your preference may be to increase the font of one section or add your website and office hours. In any case, be sure to clearly define your requested revisions to your PM and on the correction and revisions form. We understand that it may be necessary to complete a series of corrections and revisions. As a general rule, we anticipate a maximum of three rounds of corrections and revisions.

PROJECT TIMELINE

Project Plan

Phase 1 – Project Overview and Scope Defined – Three (3) Weeks

- Schedule a project kick-off session with your team.
- Identify client stakeholders involved and confirm overall project scope.
- Review selected documents components and process. Identify any future changes/recommendations if applicable.
- Review project input checklist (format, fonts, color, messaging, graphing, etc.).
- Following kickoff, build the project schedule and review and gain agreement on project calendar and due dates with key stakeholders.
- Weekly, documented updates will be provided by the DataProse Project Manager assigned to the implementation. These updates will detail the progress made each week as well as review the responsibilities and accountability of each stakeholder. Updates will also identify any potential risks to project completion.

Project Development

Phase 2 – Application Development – Six (6) Weeks

- Working collaboratively with your team, create/review layouts, present, refine, and gain final approval (sign-off) regarding offset materials if applicable.
- Working collaboratively with you, design technical specs, map/code test data, and gain final approval on data map. Included in this segment – scan line testing and preliminary approval of lock box processor.

Project Execution

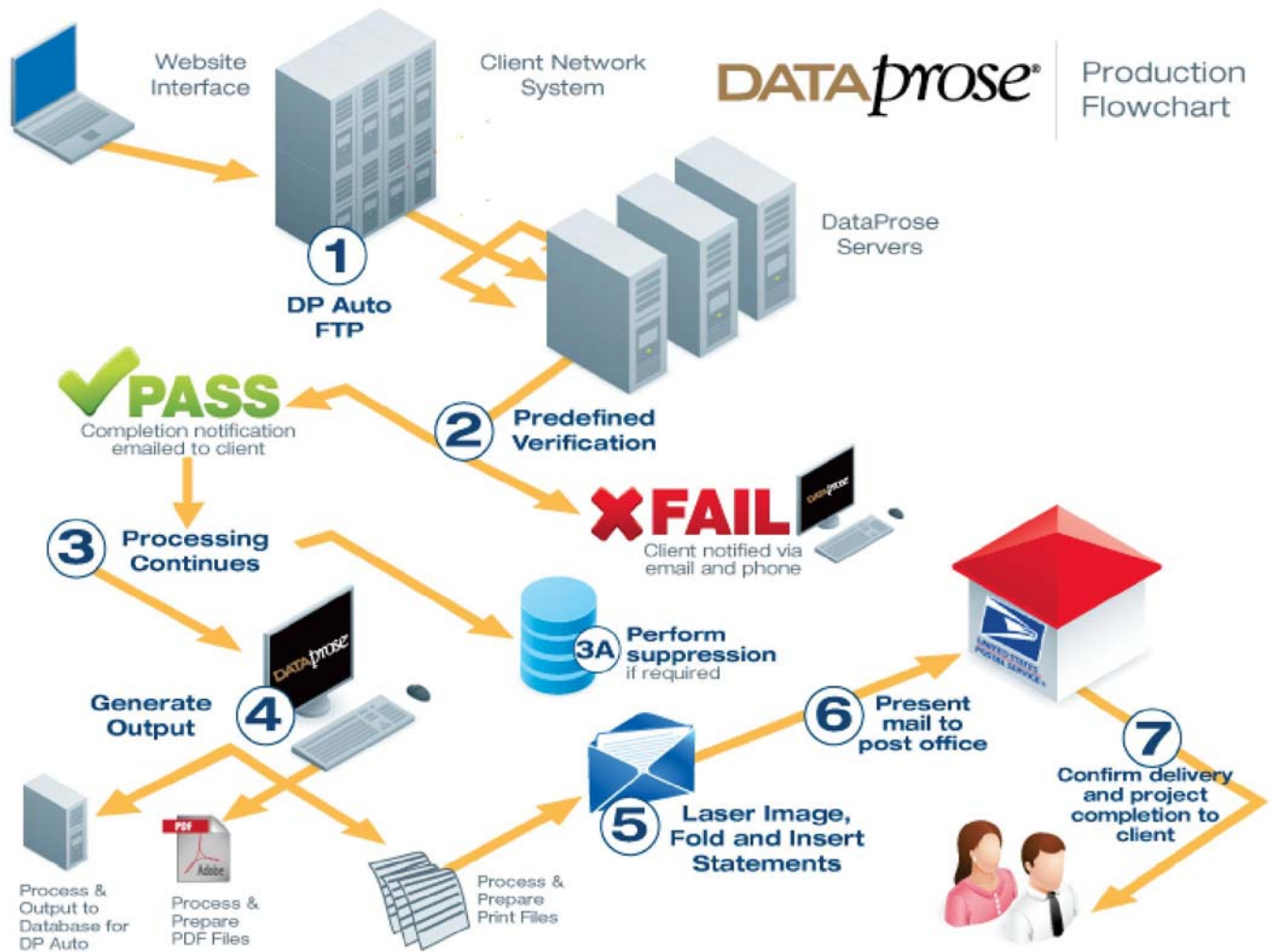
Phase 3 – We will work together to finalize the project. The estimated time is three (3) weeks.

- Custom stock ordered and received if applicable.
- Postage deposit received or verified with USPS. DataProse requires a 2-month postage deposit and will reconcile the postage each month on the monthly statement for services and postage rendered. Actual postage will apply.
- Create “live samples”, present, and gain approval. Lock box approves remit samples.
- Schedule parallel production and confirm cycle schedule with you.
- Train client contact(s) on DPAuto – your online dashboard for process management, available 24/7 from any internet-connected computer. Includes
 - FTP Process, Archive, Job Tracking, Proofing and Custom Message Management.
- Receive final sign off to proceed.

Project LIVE

Final Phase – LIVE Production Run

DATAPROSE PRODUCTION FLOW CHART



DPAUTO – YOUR SECURE CUSTOMER PORTAL 24/7

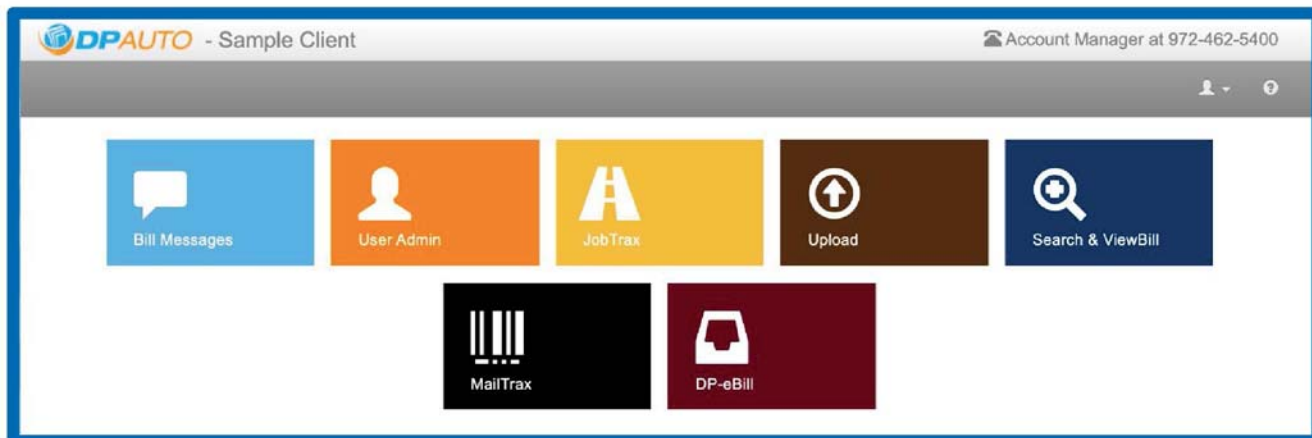
DPAuto – Job Processing at your finger tips! DPAuto is our 24/7 printing and mailing Secure Customer Portal service. You send your data files to the DataProse Secure DPAuto Internet site. The billing documents are printed, inserted, and mailed within one business day of receiving your data or same day if specified. DPAuto provides a full menu of processing tracking, cost and CASS/NCOA reports. In addition, you may proof documents and add messages to your documents through DPAuto.

Secure Access:

Our clients are provided a safe and secure login to access our DPAuto Customer Portal.

Inside DPAuto Client Portal:

Our client portal is very user friendly and contains help information throughout the site. Simply click on the process selection needed for your project needs.



Secure FTP

Get the convenience of your favorite web browser and the security of FTP. It's a simple and secure way to deliver your valuable billing data to our servers.

 - Sample Client

Account Manager at 972-462-5400

[Bill Messages](#) [User Admin](#) [JobTrax](#) [Upload](#) [Search & ViewBill](#) [DP-iDocs Admin](#) [DP-iDocs](#) [DP-eBill](#) [User Profile](#) [Help](#)

Home / File Upload

File Upload

Test File ☐

Application

Utility Bill

of Statements

Bill Date

Files

File Name

Size

Status

+ Add files...

Start upload

DPAUTO JOB TRAX

Stay updated by logging in and watching your project move through data processing, printing and mail services.

- Sample Client

Account Manager at 972-462-5400

[Bill Messages](#)
[User Admin](#)
[JobTrax](#)
[Upload](#)
[Search & ViewBill](#)
[MailTrax](#)

Home / JobTrax

JobTrax

Jobs

Show 10 entries

Search:

Job Number	Description	Mail Pieces	Started	Progress	Mail Date																								
126670CA09	Statements	2121	Sep 09 2021 09:22AM	50%																									
Detailed Status by Mailing Group as of 9/9/2021 1:06:20 PM <table> <thead> <tr> <th>Group</th> <th>Pieces</th> <th>LD</th> <th>Imaging</th> <th>Inserting</th> <th>IDx</th> </tr> </thead> <tbody> <tr> <td>1A</td> <td>2113</td> <td></td> <td>50%</td> <td></td> <td></td> </tr> <tr> <td>1B</td> <td>3</td> <td></td> <td>50%</td> <td></td> <td></td> </tr> <tr> <td>1C</td> <td>5</td> <td></td> <td>50%</td> <td></td> <td></td> </tr> </tbody> </table> Reports - ClientReports_PL_C_bar.txt - DPSYS_Report_126670CA09.pdf Inserts - BRE - Water Wise Landscape Tour - Fire Prevention Open House						Group	Pieces	LD	Imaging	Inserting	IDx	1A	2113		50%			1B	3		50%			1C	5		50%		
Group	Pieces	LD	Imaging	Inserting	IDx																								
1A	2113		50%																										
1B	3		50%																										
1C	5		50%																										
126670BA09	Delinquent Statements	400	Sep 09 2021 09:22AM	50%																									
126670CA08	Statements	2646	Sep 08 2021 11:00AM	50%																									
126670BA08	Delinquent Statements	255	Sep 08 2021 11:00AM	50%																									
126670CA07	Statements	2491	Sep 07 2021 10:46AM	100%	Sep 08 2021 10:15AM																								
126670BA07	Delinquent Statements	169	Sep 07 2021 10:46AM	100%	Sep 08 2021 10:15AM																								
126670DA03	Delinquent Statements	123	Sep 03 2021 09:52AM	100%	Sep 03 2021 10:00PM																								
126670CA03	Statements	2413	Sep 03 2021 09:52AM	100%	Sep 03 2021 03:15PM																								
126670CA02	Statements	2177	Sep 02 2021 10:34AM	100%	Sep 03 2021 10:00PM																								
126670BA02	Delinquent Statements	225	Sep 02 2021 10:34AM	100%	Sep 03 2021 10:15PM																								

Search Job Number

Search Description

Search Mail Pieces

Search Started

Search Progress

Search Mail Date

Showing 1 to 10 of 502 entries

Previous

1

2

3

4

5

...

51

Next

Powered By **DATAprose**

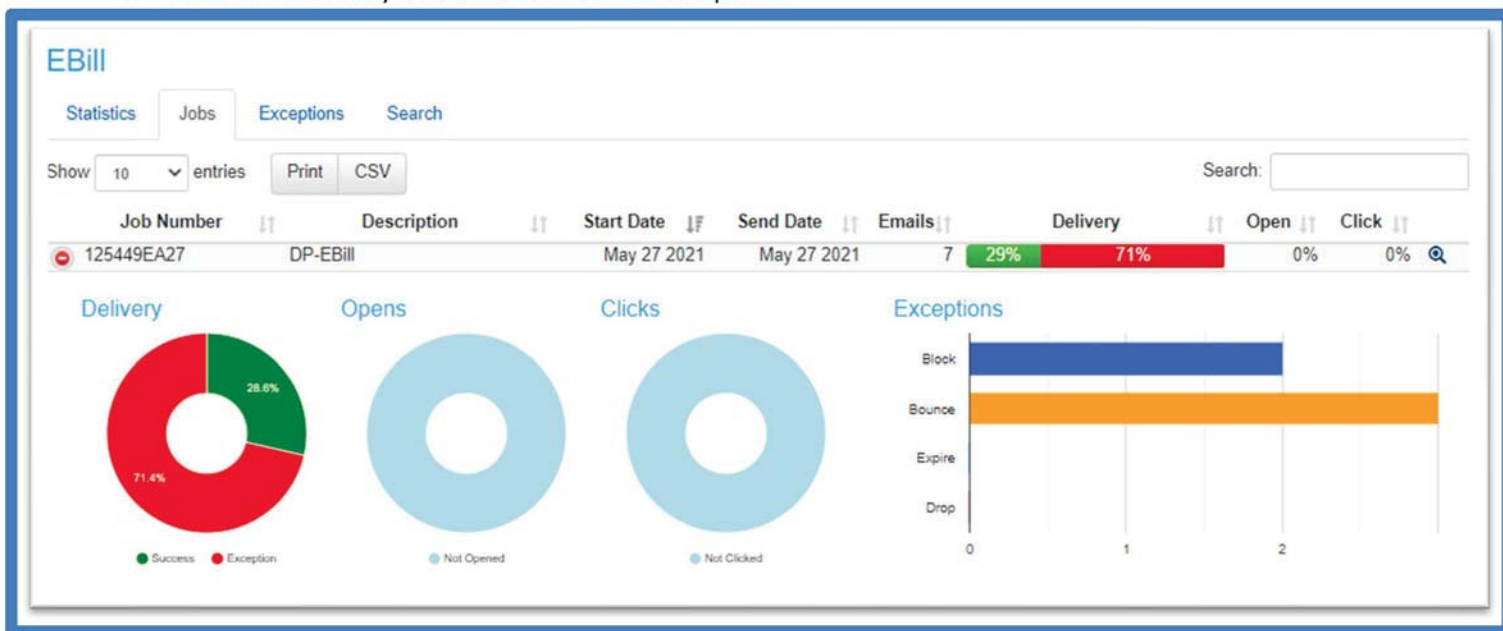
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DP EBILL

Example 1

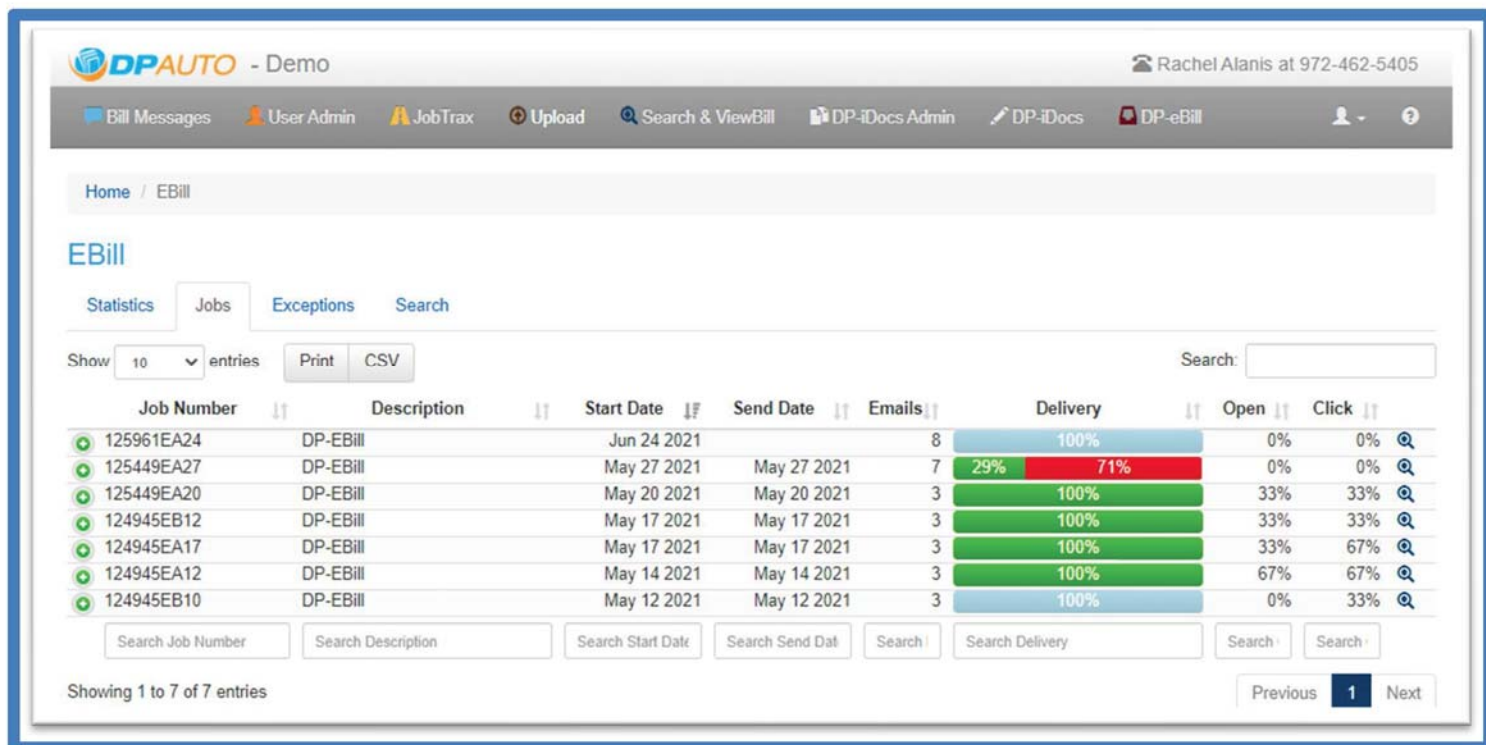
Job 125449EA47, in this example 29% of the recipients received their email. 71% did not receive their email.

- Exceptions with email delivery.
- Action is necessary to deliver emails with exceptions.



Example 2

Job 125961EA24, in this example 100% in blue but no send date. These emails are loaded and waiting to be sent. Jobs begin sending at 10:00 pm Central time.



DPAUTO MESSAGE MANAGER

Manage your statement messaging:

The Message Manager tool is found inside the DPAuto Client Portal. It allows DataProse customers to create ad hoc messages that will appear in a message field on the bill itself. Customers can determine if messages appear in a complete bill cycle group or a subset of the bill cycle group. The typical size of the message can be up to 500 characters. DataProse Account Managers assist our customers at no cost regarding the graphic requirements for bill messaging.

Self Service Messaging enables business users to own and manage content and personalize communications for customers. With Self Service Messaging, business users have access to manage the messages and targeting rules for pre-defined content blocks. Remove the frustration, cost and delays of requesting IT to change communications content by opening the communication content to the most appropriate subject matter experts in the business. Proof your designs according to communication channel or device, including print, email, SMS, dynamic HTML5, or mobile notifications.

Configure approval processes to ensure all content and communications are appropriately checked and approved before sending to ensure the communications are fully compliant. Before deploying, enforce approval processes for all appropriate content, from individual content pieces to personalized templates.

DPAUTO - Sample Client Account Manager at 972-462-5400

Bill Messages User Admin JobTrax Upload Search & ViewBill DP-iDocs Admin DP-iDocs DP-eBill

Home / Bill Messages

Bill Messages

Show 10 entries Search:

Application	Type	Name/Number	Message	Start Date	End Date
Utility Bill	All Bills		Stage one Water C...	09/09/2021	09/16/2021
Full Message Text (247 characters) Stage one Water Conservation Effective April 1st- through October 31st. There is no outside watering permitted between 10am and 6pm on any day of the week. For water saving tips visit www.watermyyard.org and http://home-water-works.org/calculator .					
Utility Bill	Selective	MSGBox2	Effective 07/01/2...	09/09/2021	
Full Message Text (307 characters) Effective 07/01/2021, the moratorium on shutoffs and penalties will be lifted and all collection activities will resume. Payments can be made online or by calling customer service at (800) 867-5309. If you are experiencing hardship and unable to pay your bill in full, please contact our billing department.					

Showing 1 to 2 of 2 entries

Previous 1 Next

[+ Add Message](#)

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COMPREHENSIVE REPORTING

DataProse provides a wide range and types of reporting for client reconciliation for each job/project submitted for production as you can see under the Reports area in this screenshot.

The screenshot displays the 'Jobs' section of the DataProse application. At the top, there's a 'Show 10 entries' dropdown and a search bar. Below is a table with columns: Job Number, Description, Mail Pieces, Started, Progress, and Mail Date. The table lists several jobs, with job 103550RA11 highlighted. A detailed status view for this job is expanded, showing a progress bar for 'Group 1A' at 100% and a list of reports including ClientReports_PDR_bar.txt, DPSYS_Report_103550RA11.pdf, MU_Output.dat, MU_OutputSummary.pdf, and MU_Summary.pdf. The interface also includes search filters and pagination controls.

Job Number	Description	Mail Pieces	Started	Progress	Mail Date
103550FA11	Final Notices	28	Sep 11 2017 11:00AM	100%	Sep 12 2017 12:03PM
103550RA11	Regular Statements	1731	Sep 11 2017 10:12AM	100%	Sep 12 2017 02:48PM
103550FA23	Final Notices	14	Aug 23 2017 11:00AM	100%	Aug 24 2017 12:05PM
103550RA23	Regular Statements	3095	Aug 23 2017 09:56AM	100%	Aug 24 2017 11:49AM
102693FA11	Final Notices	43	Aug 11 2017 11:06AM	100%	Aug 14 2017 01:16PM
102693RA11	Regular Statements	1708	Aug 11 2017 10:10AM	100%	Aug 14 2017 01:18PM
102693FA21	Final Notices	6	Jul 21 2017 11:00AM	100%	Jul 25 2017 06:27AM
102693RA21	Regular Statements	3100	Jul 21 2017 09:56AM	100%	Jul 24 2017 02:06PM
102244RB12	Regular Statements	1715	Jul 12 2017 01:00PM	100%	Jul 13 2017 04:12PM
102244FA12	Final Notices	30	Jul 12 2017 10:46AM	100%	Jul 13 2017 03:38PM

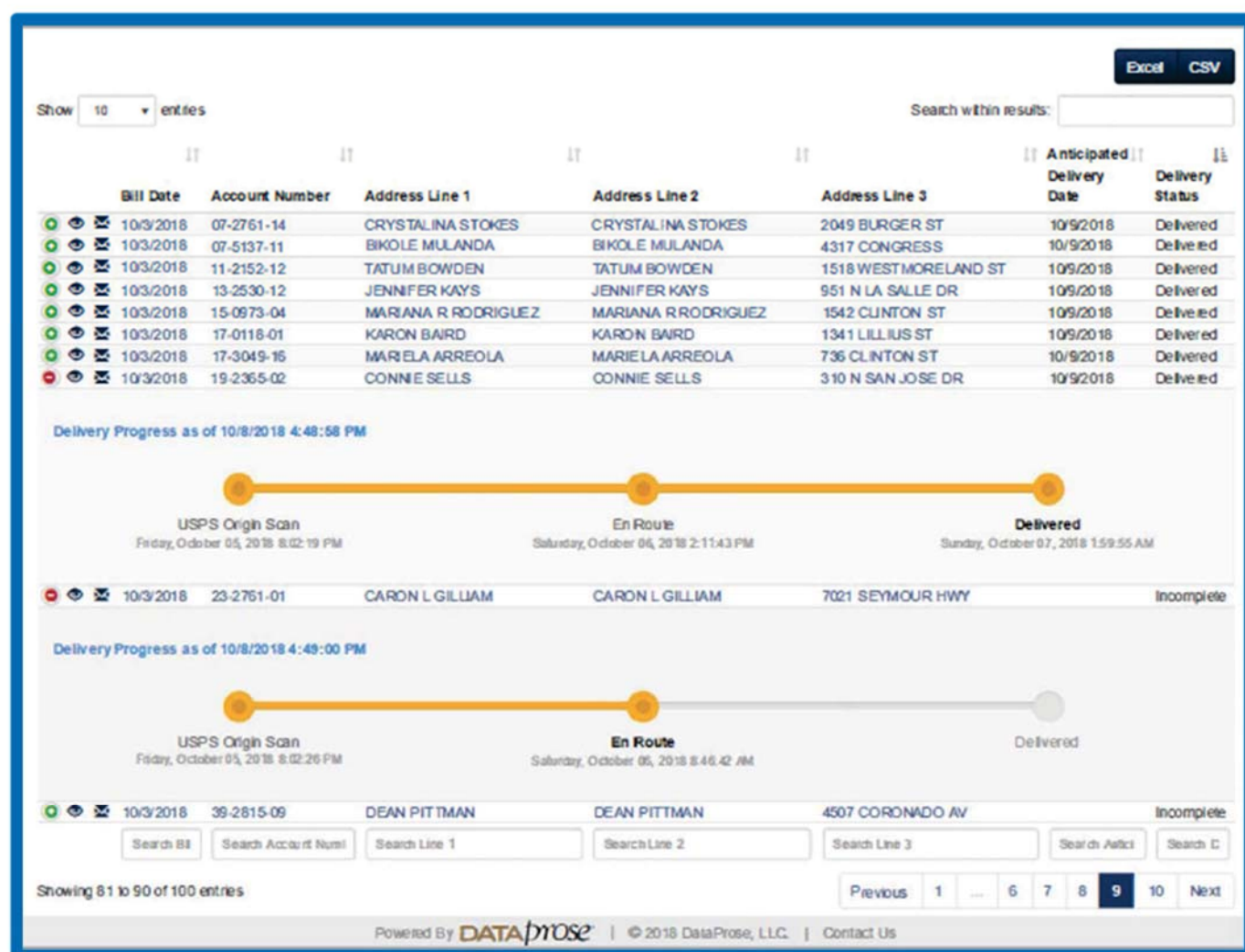
The most important report that most easily details the breakdown of records received and processed is the “DPSYS Report”. This report is presented in PDF format and is available immediately after processing is complete. SEE DPSYS report sample following this page. Although the DPSYS report and MU Output Summary Report are the only reports that have been included in the RFP response, there are many others available after processing that provide additional detail.

- DP MailTrax Progress Report
- DPSYS Report – PDF
- MU Output Summary Report – PDF (Move Update)
- MU Output Report – DAT (Move Update)
- MU Summary – PDF
- Client Reports – TXT (invalid address report)

DPAUTO REPORT SAMPLES

DP MailTrax Progress Report:

DP MailTrax is our mail tracking service that utilizes USPS IMb barcode scans to track mail through the USPS system. This allows your personnel to know the status of each document/piece in the mail stream. DataProse offers tracking on both incoming (Origin) and outgoing (Destination) mail. DP MailTrax leverages the USPS IMb Tracing solution which provides clients with near real-time tracking information about your First-Class Mail®. This tracking is performed by retaining all scanning information as it is performed by the USPS and retained by DataProse. You can have visibility to the location of any document, as well as the return payments, which we believe is helpful during customer service interactions.



DPSYS Report Sample:

PROCESSING DESCRIPTION REPORT				2/13/20 11:16	
Client: Sample City				ABC	
File Processed: reg_Statement_20021394728.txt					
Project Description: Statements				Project #: 117265CA13	
Mailing Group	# of Bills	# of Impressions	Postage		
A (1 ounce)	2541	2554	\$988.80		
B (2 ounce)	11	43	\$7.15		
C (8 to 99 pages)	4	83	\$0.00		
D (100 to 499 pages)	0	0	\$0.00		
E (500+ pages)	0	0	\$0.00		
I (International)	0	0	\$0.00		
X (Hold Bill\Invalid)	0	0	\$0.00		
(Bills Suppressed)	688	688	-		
TOTALS	2556	2680	\$995.95		
INSERT SUMMARY					
Insert Description	Weight	# of Inserts			
BRE	0.13	1500			
Recycling	0.16	2556			
Taking Care	0.06	2556			
TOTAL INSERTS		6612			
ADDITIONAL INFORMATION					
Records Expected	Records Processed	Pieces Processed	Pieces Printed		
3361	3361	3244	2556		
Total Flow Pages In Output = 0					
*****WARNING - EXPECTED RECORDS DOES NOT EQUAL RECORDS PROCESSED*****					
Expected Bill Date - 02/13/2020		Actual Bill Date - 02/13/2020			
Total Current Charges of Records Processed \$456,950.01					
Total Amount Due of Records Processed \$451,213.72					
Total Amount Due of Records Processed (No Credits) \$461,724.42					
Due Date (From Source Data File) March 9, 2020					
SIMPLEX					
PLCI013120RI86122		3361			
2553	42	78	0	0	688

MOVE UPDATE Summary Output Report Sample:

This report displays the original address from your data files and the new updated address after the Move Updates were performed.



MOVE UPDATE Summary Output

Page - 1 of 1

Client: Sample City Description: Statements Date / Time Processed: 10/19/17 11:38		Client/App Code: Project #:	
Old Address Information (Changed From)		Updated Address Information (Changed To)	
1 - Acct# - 01-0001-01			
JOHN Q SAMPLE 500 MAIN STREET SAMPLE TX 70000		Effective Date - 201708 USPS Barcode Carrier Route:	
		Move Type - F JOHN Q SAMPLE 1234 2nd STREET SAMPLE TX 70000	
		Match Flag - A USPS Barcode Carrier Route:	
2 - Acct# - 02-0002-02			
JANE Q SAMPLE 100 MAIN STREET SAMPLE TX 70000		Effective Date - 201609 USPS Barcode Carrier Route:	
		Move Type - I JANE Q SAMPLE 4321 MAIN STREET SAMPLE TX 70000	
		Match Flag - A USPS Barcode Carrier Route:	

Move Type Codes

B - Business / F - Family / I - Individual

Common Match Flag Codes

A - COA MATCH / 01 - FOREIGN MOVE / 02 - MOVED LEFT NO ADDRESS / 03 - BOX CLOSED NO ORDER

DATAPROSE PRINTING SOLUTIONS

Equipment- Coppell, TX

Printers:

- Ricoh VC60000 duplex print system. Full color print technology with inline perforating
 - 3 years old, installed October 2020
- Canon varioPRINT iX-series. Full color inkjet print system
 - 3 years old, installed July 2021
- iGen 5 Print System. Full color, cut-sheet print technology
 - iGen 5 – 6 years old, installed in 2018
- Xerox DT180HLC. Monochrome and high-light color, cut-sheet print technology- two
 - 20 years old, installed in 2004
- Canon Océ Ultra 6250 w/BLM. Monochrome, cut-sheet print technology
 - 9 years old, installed in 2015
- Riso ComColor 9150. Full color, cut-sheet technology- two
 - 8 and 9 years old, installed in 2016 and 2015

Inserters:

- Pitney Bowes Flowmaster. Highspeed intelligent insert systems, #10 and 6 x 9
 - 13 years old, installed in 2011
- Pitney Bowes FPS. High speed intelligent insert systems; #10, 6 x 9 and 9 x 12
 - 18 years old, installed in 2006

All inserters are equipped with DDS iDataScan & iDataRepair inserting integrity Camera Systems for piece level verification. We have onsite service technicians to maintain all equipment.

Variable Data / Full-Color Inkjet Printing

DataProse employs the most advanced Full-Color Inkjet Printer available in the marketplace. Designed to produce graphic communications at exceptional speeds, the Pro VC60000 delivers high speed inkjet output at up to 494 feet (150 meters) per minute with 600 x 600 dpi resolution. For jobs where image quality is critical, you can produce 1200 x 1200 dpi output at an impressive 164 feet (50 meters) per minute. Deliver over 100,000 Letter/A4 images per hour and up to 40 million impressions monthly.



The Canon varioPRINT iX-series revolutionizes the commercial printing business experience. It combines stunning image quality and a wide media range with the high productivity of inkjet.

For short run inserts, we utilize our Xerox iGen 5.



MAIL FINISHING AND DELIVERY

DataProse utilizes Bell & Howell and Pitney Bowes inserting equipment which can produce a wide variety of statements. Using bar-coding techniques that keep each run in order.

100% output verification is becoming the standard of service for all intelligent mail applications. Document Reliability System (DRS) delivers better service to your customers through automated mail piece verification.

DRS utilizes an innovative camera system to read and report each document as it is processed, providing correct sequence assurance, and producing a full audit trail verifying each envelope's completion. The system allows us to quickly identify and fix any doubles, missing documents, or insertion errors mid-stream without compromising the production process or audit trail.

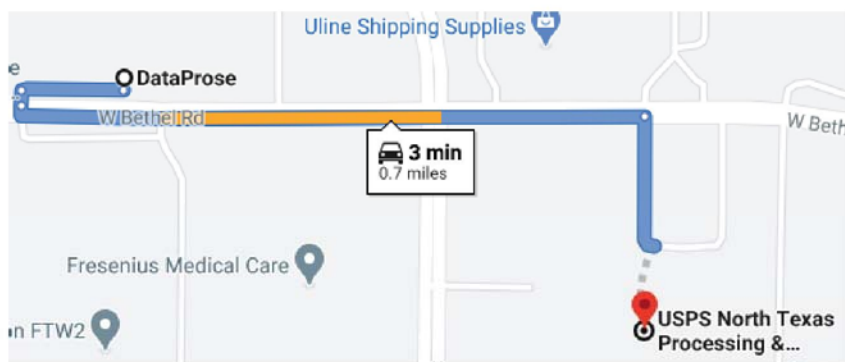


Currently, DataProse has six (6) Pitney-Bowes Mailstream Evolution Inserting System 12's for inserting and finishing at a rate of up to 12,000 pieces per hour, each.

Mail Verification and USPS Information

As a designated DMU of the United States Postal Service, all outbound first class presorted mail is inspected, prepared and loaded onto trucks daily at our Coppell facility. The USPS trucks leave 2x per day to deliver to the North Texas Processing and Distribution Center in Coppell, TX ([see complete address below](#)). This is located less than a mile from our facility in Coppell. This expedites the movement of all mail into the postal distribution system and allows for the best possible postal rates.

USPS NORTH TEXAS PROCESSING & DISTRIBUTION CENTER 951 W. BETHEL ROAD COPPELL, TX 75019



Mail Delivery Timeline

DataProse processes, prints and mails in 24 hours after receipt and approval of data file. Files should be sent by 12:00 PM CST to ensure same day mailing. Files received after 12:00 PM CST will be processed and mailed within 24 hours upon receipt of the file.

AUTOMATED DOCUMENT FACTORY / INSERTING INTEGRITY

DataProse utilizes a camera verification system to track and verify document specific data to ensure the integrity of each mail piece. The camera captures images of the mail pieces (address window) as they travel through the inserting process in a predefined sequence. The images are transmitted to our system and OCR software reads the barcodes to spot any breaks in the sequence or document specific information.

The information that we check and verify includes:

- Envelope Id
- Print Id
- First Page Indicator
- Envelope Sequence Id
- Component Id
- Job Id
- Address Type Id
- Client Id
- Custom Stock



Maximizing your Postage Savings

Preprocessing to Maximize Postage Savings

To ensure the highest postage discounts while guaranteeing the accuracy of the addresses and zip codes supplied by you, DataProse will:

- Utilize our software to verify valid addresses from the client's data
- Create a data stream for documents with missing zip codes or bad addresses
- Sort data into mail streams required by the USPS for postage discounts
- Add and verify Zip+4 Post-Net barcode to all addresses to aid presorting, if necessary
- DataProse requires a 2-month postage deposit and will reconcile the postage each month on the monthly statement for services and postage rendered. Actual postage will apply.

QUALITY ASSURANCE / GUARANTEED PERFORMANCE

The success of an alliance with DataProse would be based on a consistent level of excellence in ongoing service dependability. Equally important is the assurance of long-term excellence in customer service responsiveness, problem solving, and solutions.

DataProse has in place measures to ensure:

- Quality control
- Availability and uninterrupted workflow
- On-time delivery
- Pricing and contract adherence
- Corporate identity and specification adherence
- Strict data security and confidentiality
- Customer service responsiveness
- Accurate and verifiable billing and cost allocation
- Accurate history and usage reports



After-hours Support and Escalation

DataProse after-hours support guarantee defined below:

Standard Production Requests:	Urgent Production Requests:	After-Hours Production Requests:
Contact your assigned Account Manager Escalation Contact – Client Relations Manager 972.462.5405	Email – DPList- FirstResponseTeam@dataprose.com Phone – 972.462.5411 Escalation Contact – Client Relations Manager 972.462.5405	Email – DPList- FirstResponseTeam@dataprose.com Phone – 972.462.5411 IF NO RESPONSE IN 30 MINS, Call After-Hours HOTLINE 888.856.3185



SOC 2 Type 2

Under our SOC 2 Type 2 Compliance, all processes are certified compliant and annually audited.

DATAPROSE QUALITY CONTROL PROCESS OVERVIEW

Quality is at the forefront of the DataProse business model. DataProse will provide quarterly, bi-annual or annual account reviews depending on the client's business needs, which allow DataProse to gauge the satisfaction level of our customers. A typical meeting will address any processing issues and establish planning for product enhancements, document changes or quality control procedures. In addition, we expect open communication and encourage our clients to keep regular contact. Ultimately, the measure of value is left to our customers. With the extremely high contract renewal rate that DataProse has sustained, we have confirmed that our services add value to our clients and are high quality.

DataProse feels the key to a successful vendor customer relationship is matching resources. Having key resources in place that understands the client and their business needs will ensure continued success. DataProse will match resources at the operational level for daily activity, as well as at the executive level for primary decision-making, strategy and key development tasks.

Our ADF (Automated Document Factory) utilizes a Problem Fault Management system called ITSM (IR "Incident Report" System). Each problem, or IR, is tracked as a ticket using an internal computer program. Tickets are entered, updated and closed within this system, allowing users to trace the IR from the reporting of the problem to its closure. Clients are given ticket information, including the ticket number, so that they can call their Account Manager for information regarding a ticket's status.

DataProse's mindset of "zero defects" is the high standard to which DataProse holds itself. The zero defects philosophy encourages everyone to accept no mistakes, delays or rework as a business practice, but rather to learn from the mistakes, set an obtainable goal, develop a plan to reach that goal, and then raise the goal. As employees utilize their quality training, the results have proven to be beneficial to both the employee and more importantly - to the customer. At our Production Centers, quality issues are tracked on a weekly basis and evaluated by management.

DataProse has constructed the Production Centers to have key checkpoints throughout the facilities where each job is scanned, and the data is automatically integrated into a database that is available to our customers 24/7. Automated Document Factory (ADF) has been installed and is an internal platform that provides the ability to track mail to the piece level versus job level, presenting greater quality and mail piece integrity for our clients. ADF provides an enhanced level of tracking for documents and related materials for our customers, improving the quality of products produced and operational efficiencies.

DataProse also employs both manual and automated checks to facilitate our total quality management as well. First there are several manual checks where a print operator may stop and review the output for errors, streaks, alignment, etc. The insert operators also pause production to review output like checking for sealed envelopes. We use in-house engineers to do regular machine maintenance. We also employ software and hardware audits to ensure quality. For example, there is software running on each inserter that tracks the total number of documents in addition to cameras scanning the documents as they process. It's this combination of human, machine and software, each auditing each other, that provides the highest quality.

Along with manual and automated cross checks by production managers and supervisors, our facilities utilize a report known as the "JOBS IN PROGRESS" report. This production related report allows management a physical check-off for all jobs residing within our production centers and aids in maintaining our high-quality standards.

DataProse also utilizes a unique feature known as "storyboards", which follows each and every job throughout the facility and is a physical reporting tool used to ensure quality processing for all customers. The storyboard contains specific information related to the job such as SLAs, time stamps, quantities, materials, visual references for production personnel, and customer information. During each phase of the job, it is scanned into the database and the personnel or operator is required to initial the physical storyboard.

In summary, the zero defects philosophy encourages everyone to accept no mistakes, delays, or rework as a business practice, but rather to learn from the mistakes, set an obtainable goal, develop a plan to reach that goal and then raise the goal. As employees utilize their quality training, the results have proven to be beneficial to both the employee and more importantly - to the customer.

CONFIDENTIALITY & SECURITY

It is the policy of DataProse to ensure the privacy and security of our client's data. Destruction/disposal of client data shall be carried out in accordance with federal and state law and as defined in the organizational retention policy. The schedule for destruction/disposal shall be suspended for records involved in any open investigation, audit, or litigation.

In order to protect all client data from an unauthorized access, DataProse systems are secured at many levels, including 128bit SSL encryption from multiple firewalls, physical and logical segregation of processing systems. Rights and roles are closely managed and monitored to ensure only those people and systems requiring access are granted access.

Finally, DataProse has automated systems pruning non-essential data to ensure data that is not required, is not retained. Furthermore, the DataProse production facilities are card-key access controlled, 100% monitored by camera systems. DataProse off-site data centers are controlled in a similar manner with the added protection of biometric scanning access. DataProse's sophisticated piece level processing and tracking systems (Automated Document Factory- ADF) is our internal platform that provides the ability to track mail to the piece level versus job level, presenting greater quality and mail piece integrity for our clients. Every page of every bill or document is "fingerprinted" with sequencing numbers and characters (piece IDs embedded in our 2D symbology), which allows 100% integrity of every mail piece. The production centers have key checkpoints throughout the facility where each job is scanned, and the data is automatically integrated into a database and web application (DP JobTrax) that is available to our customers 24/7. Manual and automated cross checks are deployed throughout the facility and process and production employees receive monthly bonuses for zero defects. It is this combination of human, machine and software, each auditing each other, that provides the highest quality.

DATAPROSE SFI / RECYCLED PAPER INITIATIVE

DataProse utilizes non-toxic, vegetable-based inks for any pieces that need to be printed offset instead of digitally. As technology has evolved, DataProse has moved from laser print to inkjet for most of our statement output. This includes our Ricoh Pro vc60000 and our new iX-Series printer. Digital inkjet printing technology is a prime example of a printing method that will support a reduction of environmental contamination.

DataProse offers a wide selection of eco-friendly paper options. All DataProse paper suppliers are certified as SFI (Sustainable Forest Initiative) providers and are recyclable. The SFI logo can be found on all DataProse standard-stock envelopes. DataProse has been a longtime supporter of American Forests. Our annual support continues to enhance their reforestation efforts.

DataProse uses Domtar Vivid Jet as the paper type for all our billing statements. Below are some of the key environmental characteristics for this paper.

- Forest Stewardship Council® (FSC®) certified • Member of Domtar EarthChoice® family of products
 - SFI® Certified Sourcing • Made with Elemental Chlorine Free (ECF) virgin fiber content
- Manufactured under alkaline (acid-free) conditions for increased longevity and performance

DATA SECURITY & BUSINESS CONTINUITY PLAN

1. Business Continuity Planning Strategy

Business Continuity Planning (BCP) aims to prevent or minimize damage from disruptions in operations.

DataProse Business Continuity Plans are intended to:

- Prevent a minor incident from becoming a major issue
- Clearly outline roles and responsibilities
- Minimize loss of data and revenue
- Protect the DataProse reputation
- Satisfy the DataProse obligations to its employees, customers, and community
- Comply with applicable laws and regulations

2. DataProse Business Continuity Policy

It is the policy of DataProse that plans are developed and maintained to ensure adequate continuity in the event of a disaster. DataProse business continuity plans are designed to protect the interest of our customers, and employees.

3. Assumptions

Not all incidents or events will lead to a disaster declaration. The declaration of a disaster will be reserved for major system and/or infrastructure failures (network, facility, or computer hardware/software) where initiation of BCP recovery procedures is required.

BCP Plans and recovery procedures are developed around a single disaster or event impacting the DataProse business-critical functions.

Alternate sites/vendors/resources will be available to DataProse at the time of need.

Qualified personnel in sufficient quantities are available to perform recovery activities.

Organizations external to DataProse, such as vendors and government agencies will be reasonably cooperative during the recovery period.

4. Recovery Sites

Our DataProse business continuity strategy integrates alternate DataProse facilities (Coppell, TX, Sanborn, NY and Sacramento, CA) and 3rd Party Alternate Work Site Agreements.

5. Recovery Strategy

Recovery facilities are stand-alone production facilities encompassing statement production, warehousing and administrative departments. All plans are developed so that work can be moved from facility to facility and in this way, serve to back one another up.

Business Continuity Plans are consistent with the following steps:

Declaration:

DataProse will communicate to all customers that a disaster has been declared and that DataProse is operating in disaster recovery mode.

DataProse will be responsible for vendor notification - obtaining additional forms and materials for transport to the alternate processing facilities.

All statements from the impacted facility will be transferred and processed through one of the alternate processing facilities where printing, inserting, and mailing functions will take place.

Data Transmission:

Upon a disaster declaration by DataProse, customers will not need to make any change to their statement file transmission method. Customers with dedicated circuits would have to provide statement data via tape or over the internet. (DataProse will provide assistance to those customers wishing to use the internet to ensure connectivity).

Printing:

Printing will be performed by the alternate processing facilities or the third-party print and mail vendor.

DataProse will attempt to use all available custom forms; however, we may elect to use plain white forms without logos to ensure mail is processed in as timely a manner as possible.

DataProse will make every attempt in a disaster to print utilizing the same type/model of printers as used in non-disaster situations but may elect not to provide highlight color or full business color as an option.

Inserting:

Inserting will be performed by the alternate processing facilities or the third-party print and mail vendor.

Custom inserts will not be included as part of the inserting process. Dynamically created inserts can be included. The decision to include/not to include inserts will be reviewed as the resumption process continues.

DataProse will continue to handle and be responsible for special handling needs - processing holds, etc.

Generic carrier and remit envelopes will be used at the onset of the disaster declaration. The decision to include/not to include custom carrier and remit envelopes will be reviewed as the resumption process continues.

Zip Sorting:

DataProse will continue to process mail pieces in zip code order for presentment to the USPS to ensure the best Postal rate is achieved.

DataProse will provide a report of volume for work processed each day.

Production Services:

DataProse will continue to perform job reconciliation and postage payment functions.

DataProse will continue to perform reprint capabilities.

Warehousing:

All incoming, receiving, and warehousing functions will be performed by the alternate processing facilities or the third-party print and mail vendor.

6. Client Communications

As part of a comprehensive communications plan that outlines the management, escalation and communication processes during a disaster situation, the facility general manager will coordinate communications to its internal customers. Working together and in accordance with the overall business continuity plans, communications will share information and/or impacts with clients as timely as is possible.



Proposal Cost Sheet
Due Date: Tuesday, February 27, 2024, by 2:00 p.m.

<u>Description</u>	<u>Rate</u>	<u>Estimated Quantity for contract life of three (3) years</u>	<u>Extended Price</u>
Programming Services Initial Set Up or Formatting Fee	\$	1	\$ Waived During Implementation
Graphic Design Services Design of Utility Bill	\$	1	\$ Waived During Implementation
Regular Billing Statements (With Back Page Pre-printed)	\$ 0.0537	316,800	\$ 17,012.16
Regular Billing Statements (With Back Page not Pre-printed)	\$ 0.0537	316,800	\$ 17,012.16
Delinquent Statements (With No Back Page)	\$ 0.0537	71,280	\$ 3,827.74
Inserts 8,800 inserts per run (Minimum - \$500)	\$500.00	6	\$ 3,000.00
#10 Envelopes	\$ 0.0277	388,080	\$ 10,750.00
#9 Envelopes	\$ 0.0237	388,080	\$ 9,197.50
Postage	\$ 0.504	388,080	\$ 195,592.32
Estimated Postage - Based on a 1-3-ounce piece and the lowest possible 5-digit zip code rate. Actual postage will apply as determined by the USPS. All postage is billed as a pass-through cost.		Total Proposal Cost	\$ 256,391.88

Unit prices listed above are good for ninety (90) calendar days after receipt of proposal.

ADDITIONAL/OPTIONAL SERVICES PRICING

Implementation/Utility Set-up	Waived	One-Time
Additional Impressions	\$0.035	Each
Oversized Bills (8-99 pages) - Includes 9 x 12" Envelope - Inserting of Statements More than 8 Pages	\$0.55	Each
Oversized Bills (100 + pages) Includes the Window Box	\$4.00	Each
Additional Inserts – Cost to Insert (Newsletter, Reports, Buck Slips, etc.)	\$0.01	Each
Offline Folding for Flat Client-Supplied Inserts	\$0.01	Each
Bill Suppressions	\$0.035	Suppression
API – Allows clients already utilizing the S&V service or their eBill payment vendor, a back-end path to access PDFs from our system. This product is a connector service between the client application or website and the indexed billing PDFs.	\$100.00	Month
Search & View Bill Archive – Includes 12 Months of Storage	\$0.015	Each
NCOALink – Corrections made from the USPS National Change of Address database. Corrections are provided in our standard reports so you can update your records and prevent future charges.	\$0.40	Correction
Additional Programming – Client Requested/Approved Change Requests	\$125.00	Hour
Special Handling – Overnight + FedEx or UPS Delivery	Cost	Each
Estimated Postage - Based on a 1–3-ounce piece and the lowest possible 5-digit zip code rate. Actual postage will apply as determined by the USPS. Postage is billed as a pass-through cost.	\$0.504	Each

**Pricing Does Not Include Applicable Sales Tax*

DP E-BILL – ELECTRONIC DELIVERY

PRODUCT OVERVIEW

DataProse provides several different electronic delivery products. This document describes the DataProse email delivery. This document does not include any Electronic Bill Presentment/Payment (EBPP) functionality. The email itself is delivered in html format and can be customized to include graphical content and variable data. This core product is intended to be one email template per application, but multiple templates may be set up at the fee structure defined below. There is a robust reporting module in support of all documents delivered electronically. This reporting includes information such as, when the documents are delivered, which email messages were returned as undeliverable, which email documents were opened, and more.

PRODUCT FEATURES

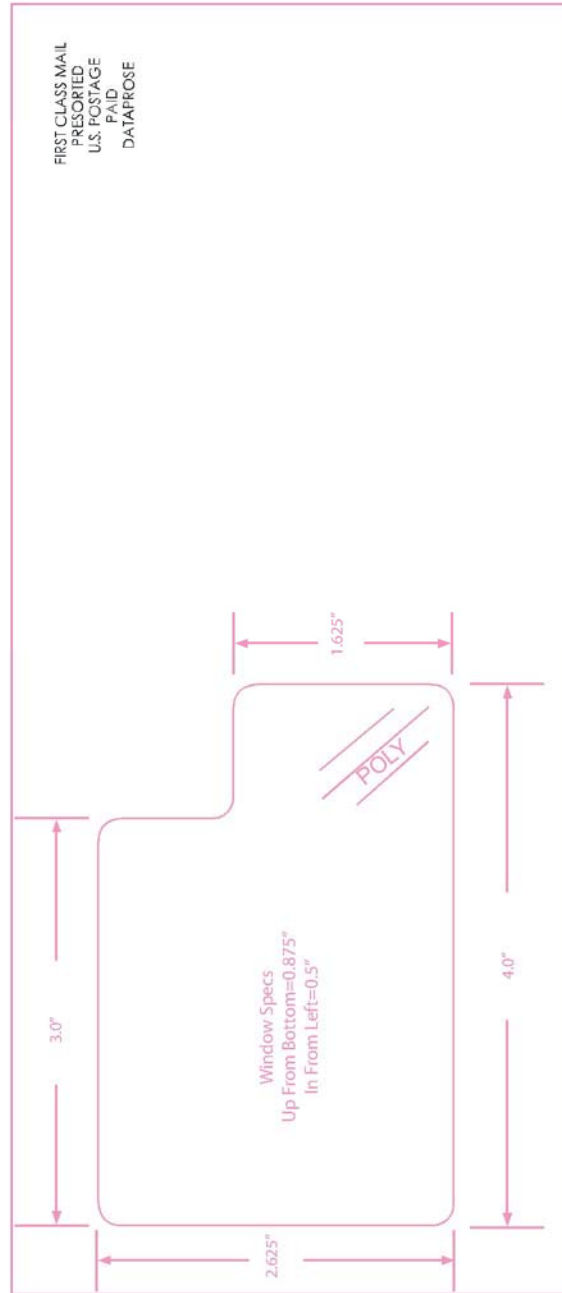
DP-eBill – Email delivery with a link back to the original bill-payer invoice. This link and the source document are stored by DataProse and is made available seamlessly to the bill-payer.

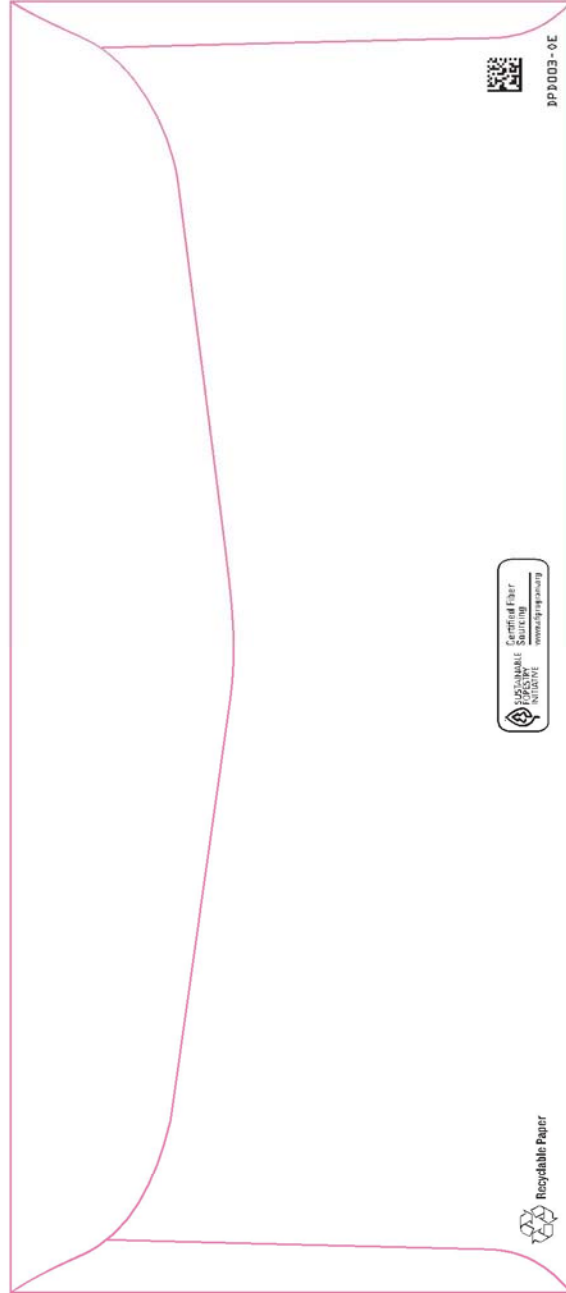
PRODUCT IMPLEMENTATION TIMING

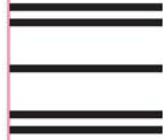
Standard implementation time for one email template into our normal process is 2-3 weeks. Each additional email template can be added in the same 2-3-week time frame.

PRODUCT PRICING

Description Frequency	Fee	Frequency
Implementation - Includes one email template and initial setup.	\$300.00	One Time
Annual License/Subscription Fee	Waived	Annually
Additional Email Template Setup	\$300.00	Per Email Template
Standard Email Transaction	\$0.05	Per Email







PLACE
POSTAGE
HERE



Window Specs
W=3.25" X H= 0.875"
UFB=0.75",
IFL=4.875"



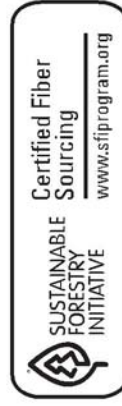
HAVE YOU REMEMBERED TO...

- Enclose your signed check?
- Write your account number on the check?
- Enclose the payment coupon so our address appears in the window?

THANK YOU!



DPD002-RE



Texas Public Information Act

Steps to Assert that Information is Confidential or Proprietary

All proposals, data, and information submitted to the City of Alvin are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information should be printed on colored paper (such as yellow or pink paper). At a minimum, the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and further state: (Please check one):

- ☐ The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.
- ☒ The proposal/bid submitted contains confidential information which is labeled and which may be found on the following pages: 25, References and any information contained on page number not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: Matrix Imaging Solutions, LLC., dba DataProse, LLC.

Signature: Harry Vasquez **Date:** February 21, 2024

Print Name: Harry Vasquez **Print Title:** Director of Business Development

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Matrix Imaging Solutions, LLC., dba DataProse, LLC.

N/A
Signature of vendor doing business with the governmental entity

February 21, 2024
Date

RFP 24-01: Utility Bill Printing and Mailing Services				
Vendor/Bidder Name	Scorer 1	Scorer 2	Scorer 3	Average
Infosend	75	80	75	77
Peregrine	50	90	55	65
Moonlight BPO	55	75	30	53
Dataprose	90	96	100	95
SPM	20	50	15	28

RFP 24-01; Utility Bill Print and Mail	
Vendor/Bidder Name	Grand Total
Infosend	\$ 426,430.45
Peregrine	\$ 238,944.96
Moonlight BPO	\$ 318,165.26
Dataprose	\$ 256,391.88
SPM	\$ 243,049.50

This Production Agreement ("Agreement") is made and entered into by and between DataProse LLC, a Texas limited liability company ("DataProse"), and the City of Alvin, organized under the laws of Texas ("Client"). The effective date of this Agreement is October 1, 2015. In consideration of the mutual promises and benefits contained herein, the parties hereby agree as follows:

ARTICLE 1 SCOPE OF PRODUCTION AGREEMENT. DataProse agrees to provide to Client goods and/or services as described in Schedule 1.0 (the "Goods and Services"), and Client agrees that DataProse shall be its exclusive provider of these Goods and Services during the term of this Agreement. During the term of this Agreement, the Client agrees to furnish data and documentation for, and DataProse agrees to produce a minimum monthly quantity of 8,000 statements ("Minimum Commitment"), based upon the rates and terms provided herein. In the event that the Client does not fulfill the Minimum Commitment, then Client shall pay to DataProse a minimum processing fee ("Minimum Processing Fee") in an amount that shall be calculated based upon the Minimum Commitment and the rates and terms provided herein.

ARTICLE 2 COMPENSATION. In full and complete compensation for all Goods and Services provided by DataProse hereunder, Client agrees to pay DataProse according to rates set forth in Schedule 1.0. DataProse will provide an invoice to Client after each production run consisting of the fees, as outlined in Schedule 1.0 and postage used. Invoices are due upon receipt and will be considered past due if not paid within 30 days. A monthly late charge will be assessed on invoices not paid within thirty (30) days. The late payment charge will be the lesser of (i) 1-1/2% per month, and (ii) the applicable maximum lawful rate of interest, applied to the invoice amount unpaid (30) thirty days after billing to Client. The prices charged by DataProse to Client for the Goods and Services listed in Schedule 1.0 will not be increased for a period of twelve (12) months from the Effective Date of this Agreement ("Pricing Period"). All DataProse prices are subject to increase following this initial Pricing Period or any subsequent Pricing Period, upon written notice to Client. The rate of any price increase shall not exceed ten percent (10%) at the completion of any Pricing Period. In the event Client cancels the Agreement as allowed under the provisions of this Agreement, then payment for all Goods and Services delivered and/or rendered between the cancellation notification date and the effective date of the cancellation shall be due concurrently upon delivery and/or rendering of such Goods and Services. If Client is a city, county, municipality or other government entity and the compensation payable to DataProse under this Agreement is subject to future appropriation of funds; Client will notify DataProse at least thirty (30) days in advance of the completion date of each appropriation cycle during the term of this Agreement.

ARTICLE 3 TERM. The initial term of this Agreement shall commence as of the Effective Date, and shall continue for a period of not less than four (4) years, ending on the fourth anniversary of the effective date, unless terminated earlier in accordance with provisions found elsewhere in this Agreement. This Agreement shall renew itself for successive one (1) year terms unless written notice of cancellation is received by one party from the other at the end of the initial term or at the end of any succeeding one (1) year renewal term(s) by sending written notice of non-renewal to the other party no earlier than one hundred fifty (150), and no later than ninety (90), days before the expiration of the then current term.

ARTICLE 4 POSTAGE. Client must maintain a permanent postage deposit in connection with this Agreement. Client shall deposit in advance with DataProse the initial sum specified on Schedule 2.0 as the permanent postage deposit. The amount required to be maintained on deposit with DataProse may be changed by DataProse on a periodic basis due to changes in Client's volume, postage usage, postal rates or payment history. Client will be notified in writing and in advance if the deposit amount is changed. Upon termination of this Agreement, DataProse shall return the deposit amount to Client after payment for all Goods and Services and postage has been paid by the Client. If this Agreement is terminated due to default of Client, DataProse may apply any of Client's funds it holds against any sum owed by Client to DataProse upon termination of this Agreement. If Client fails to maintain the deposit at the required levels, or if Client fails to maintain current status of all invoices as described in article 2, or fails to notify DataProse that funds have been appropriated to meet Client's obligations under this agreement, DataProse may immediately suspend its performance under this agreement and will hold Client's materials until the deposit is received.

ARTICLE 5 EXPENSES. When Client has approved the amount of such costs and expenses in advance and in writing, Client will reimburse DataProse for costs and expenses associated with the delivery and performance of Goods and Services for Client, such as cost of travel, expenses associated with travel, freight, delivery service and other required supplies in connection with providing the DataProse Goods and Services associated with this Agreement.

ARTICLE 6 TERMINATION. Client or DataProse may terminate this Agreement for an event of default committed by the other party and defined below if such default remains uncured (30) thirty days after written notice of the default from the party declaring the default has been received by the other party in accordance with Article 15.

- (1) Failure of Client to pay for all Goods and Services when due in accordance with the terms of this Agreement. In addition to other remedies provided by this Agreement and pursuant to law, DataProse has the right to withhold production and mailing of any further production cycles until Client's account is brought current.
- (2) Any other breach by Client or DataProse of a term or condition of this Agreement.
- (3) Non-appropriation of funds by government entities if Client is a city, county, municipality or other government entity.

If DataProse terminates this Agreement due to Client's default or the Client terminates this Agreement for any reason other than those specified in Article 3 or this Article 6 prior to satisfying its Minimum Commitment, the Client agrees that it shall be liable to DataProse for liquidated damages ("Liquidated Damages") for its early termination, it being understood and agreed to by the parties that the measure of actual damages noted would be difficult to determine. The Liquidated Damages shall be an amount equal to the product of (a) the Minimum Commitment determined on a monthly basis and (b) the sum of the number of months remaining in the current term of the Agreement. Any monthly invoices that are unpaid by the Client at the time of such termination shall be paid in full.

ARTICLE 7 FORCE MAJEURE. Neither party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such party, including, without limitation: fire, explosion, power failure, flood, earthquake or other act of God; war, revolution, civil commotion, terrorism, or acts of public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts. In such event, the party affected shall be excused from such performance (other than any obligation to pay money) on a day-to-day basis to the extent of such interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so interfered with).

ARTICLE 8 CONFIDENTIALITY. Each party agrees that any and all data, reports and documentation supplied by the disclosing party or its affiliates or third parties on disclosing party's behalf, which are confidential shall be, subject only to the disclosure required for the performance of receiving party's obligations hereunder, held in strict confidence and shall not be disclosed or otherwise disseminated by receiving party without the consent of disclosing party, except as required by applicable law, regulation or legal proceeding.

ARTICLE 9 INDEMNIFICATION. Client agrees to indemnify and hold DataProse and its affiliates, and their respective officers, directors, employees, consultants, partners, shareholders, members and contractors harmless for any and all claims, actions, damages, costs (including, without limitation, attorneys' fees), injuries or liabilities from any person, firm, or entity whatsoever that may arise in connection with (a) the data, reports or other documentation supplied by Client in connection with this Agreement or the Goods and Services or (b) Client's gross negligence or willful misconduct.

ARTICLE 10 WARRANTIES. DataProse shall provide all Goods and Services in a good and first class workmanlike manner in accordance with the terms specifically set forth in Schedule 1.0. The parties hereto agree that this Agreement is only for the Goods and Services. This warranty constitutes the only warranty with respect to the Goods and Services to be provided to Client and is in lieu of all other warranties, written or oral, statutory, express or implied, including, without limitation, the warranties of merchantability and the warranty of fitness for particular purpose. Except and expressly set forth in this Section 10, DATAPROSE EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH REGARD TO THE GOODS AND SERVICES, AND SUCH GOODS AND SERVICES WILL BE DELIVERED AND PERFORMED "AS IS" AND "WITH ALL FAULTS".

ARTICLE 11 LIMITATION OF LIABILITY. The liability of DataProse with respect to any failure to provide the Goods and Services as required under this Agreement shall in each case be limited to the compensation paid to DataProse for the defective Goods and Services. DataProse IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFIT OR INCOME, even if DataProse has been advised of the possibility of such loss or damage. This provision will not be affected by DataProse's failure to correct any defect or replace any defective work product to Client's satisfaction. Client has accepted this restriction on its right to recover consequential damages as a part of its bargain with DataProse. Client acknowledges what DataProse charges for its Goods and Services would be higher if DataProse were required to bear

Client: PH DataProse: _____

responsibility for Client's damages.

ARTICLE 12 GOVERNING LAW. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the state of Texas to the exclusion of its conflict of laws provision.

ARTICLE 13 SEVERABILITY. If a court holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

ARTICLE 14 WAIVER; MODIFICATION OF AGREEMENT. No waiver, amendment or modification of any of the terms of this Agreement shall be valid unless in writing and signed by authorized representatives of both parties hereto. Failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of such rights, nor shall a waiver by either party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

ARTICLE 15 NOTICE. All notices must be in writing and if not personally delivered, be sent by facsimile, first class mail, nationally recognized overnight delivery service or by electronic mail. Mailed notices will be effective on the third day after mailing. Notice by personal delivery or delivery service will be effective when delivered. When sent by facsimile or electronic mail, notice will be effective on the day the transmission is received by the recipient provided that (a) a duplicate copy of the notice is promptly given by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Either party may change the address to which notices are to be sent by giving notice of such a change to the other party. Addresses for purpose of giving notice are as follows:

If to DataProse:

DataProse
1122 W. Bethel Road
Coppell, TX 75019
Attention: COO

If to Client:

City of Alvin
216 West Sealy Street
Alvin, TX, 77511
Attention: Financial Officer

ARTICLE 16 ENTIRE AGREEMENT. This Agreement and its exhibits constitute the final, complete, and exclusive statement of the terms of the Agreement between the parties pertaining to the production of goods and services for Client by DataProse, and supersede all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

ARTICLE 17 ATTORNEY FEES. In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief, the prevailing party in such action or proceeding shall be entitled to recover its court costs and reasonable out-of-pocket expenses not limited to taxable costs, including but not limited to phone calls, photocopies, expert witness, travel, etc., and reasonable attorney fees to be fixed by the court. Such recovery shall include court costs, out-of-pocket expenses and attorney fees on appeal, if any.

ARTICLE 18 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, provided that, Client shall not be permitted to assign its rights or obligations under this Agreement without the express written consent of DataProse. Any such assignment in violation of the foregoing sentence shall be null and void.

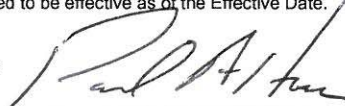
IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be executed to be effective as of the Effective Date.

DataProse

By: _____
COO

Date: _____

Client:

By:  _____

Title: Mayor Date: 8/6/15

Schedule 1.0 – Fees for Goods & Services

Bill Package (Includes: data processing & simplex, 1-color, laser imaging, 8.5x11 white paper printed 3 colors front/1 color back, perforated at 3.5" from bottom, #10 window OE, single window RE, folding, inserting, presorting and delivery to USPS)	\$0.105	Per Bill
Search & ViewBill (Archive Package Includes: data processing, archive creation, search, access & hosting of archive files for 12 months from creation date – Minimum Monthly fee - \$150)	\$0.015	Per Bill
NCOALink – Automated address update service	\$0.400	Per Address Correction
NetBill (Includes: Internet bill presentment, 24x7 access to customer bills, hosted on DataProse servers, posting of invoices, email notification of bill availability to customer, payment facilitation)	\$400.000	Per Month
• Credit Card Transaction Fee	\$0.350	Per CC Transaction
• ACH Transaction Fee	\$0.60 or 1.25% (Whichever is greater)	Per ACH Transaction
Additional Impressions		
- Starting with 2 nd Physical Page – Simplex	\$0.035	Per Simplex Page
- Starting with 2 nd Physical Page – Duplex	\$0.07	Per Duplex Page
Spot Color Overlay – application specific (ex. delinquent notice)	\$0.01	Per Impression
Bill Suppression (data processing only – Group Y & Z)	\$0.050	Per Bill
Oversize Surcharge (8-99 page bills – Group C)	\$0.200	Per Bill
Oversize Surcharge (100+ page bills – Group D & E)	\$4.000	Per Bill
Search & ViewBill Transmission Fee (CD or FTP – Shipping will be charged separately)	\$100.000	Per Transmission/CD
Additional Inserts (Inserting fee / above and beyond what is included in the Bill Package)	\$0.010	Per Insert
Offline Folding (As requested)	\$0.005	Per Piece
Technical Services (including additional set-up beyond standard, formatting or custom reports, conditional logic & insert/forms composition)	\$125.000	Per Hour
Freight, Courier & Air Delivery	Cost	Per Request
Postage (1 oz.)	\$0.416	Per Bill

Schedule 2.0 – Permanent Postage Deposit

Permanent Postage Deposit (Based on two (2) months estimated volume – 17,000 x \$0.416)	\$7,072.00	(2 months @ .416)
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Schedule 3.0 – Performance Guarantee

DataProse will deliver Client's bills within an average of 24 hours from the applicable Determination Date (defined below). Such average time period will be determined by measuring the number of elapsed business days between each respective Determination Date and the date which 95% or more of the Client's bills were mailed for consecutive three (3) month period or a minimum of six (6) production cycles.

Schedule 3.1 – Determination Date

The "Determination Date" is the date which data is received via electronic transmission if prior to 12:00 PM (Noon), Central Time. If data is received after 12:00 PM (Noon), Central Time, the Determination Date is the business day immediately following the date data is received. If data is received on a non-business day (weekend or national holiday) the Determination Date will be the next consecutive business day.

Schedule 3.2 – Approval and/or Business Rule Exception

If an Approval has been required by the Client and defined in the business rules for each production run, then the Determination Date will be set by the date and time of the Approval instead of the receipt of data as defined above. As to any production run, the Performance Guarantee will not apply if Client has not provided all data and documentation necessary (as dictated by required business rules) to permit DataProse to produce the bills in a timely manner, or if Client fails to approve or report required changes to DATAPROSE in order to complete the work in a timely manner.

Schedule 4.0 – Glossary of Terms

Impression	Laser Imaging of one side of one piece of paper. Each physical piece of paper can contain two (2) impressions.
USPS	United States Postal Service
Laser Imaging	The process where the application of dry toner (ink) is electro statically applied and bonded to a piece of paper.
Simplex	Laser Imaging of one (1) side of a piece of paper only.
Duplex	Laser Imaging of both (2) sides of a piece of paper.
OE	Outer Envelope – This envelope is used as the carrier mechanism for all information contained in a package to be mailed.
RE	Reply Envelope – This envelope is usually utilized by a customer to return information/payment requested by on organization.
Presorting	The act of organizing mail according to the rules and regulations defined by the USPS in order to achieve lower postage rates and increase deliverability of mail.
Business Day	Any day in which the USPS as well as the U.S. Federal Reserve are open for business.
U.S. federal holiday	All Holidays as defined by the U.S. Federal Reserve.
24x7	24 hours a day, 7 days a week.
Additional Inserts	Any item requested to be placed into the mail container above and beyond (a) the bill and (b) the RE .
Container	One complete piece of mail packaged into one OE.
Electronic Transmission	The act of sending data via DataProse online utility, FTP or Modem
Bill	Data and other information pertaining to one (1) account number and usually in reference to one customer
Group	The term used by DataProse to define how bills are gathered & produced in order to maximize production capabilities. These groups are defined as follows: Group A – 1 ounce bills Group B – 2 ounce bills Group C – 8-99 page bills Group D – 100-499 page bills Group E – 500+ page bills Group I – International bills Group P – Pull bills (Pulled and returned to Account Manager for further action) Group X – Hold bills (combined and sent back to Client) Group Y – Online only bills (Suppress from print only) Group Z – Suppress all
Suppress or Suppression	The act of excluding records or bills (based on Client defined criteria) that have been received in the input data stream received from the Client



Request for Proposal

UTILITY BILL PRINTING & MAILING

City of Alvin, Texas

216 West Sealy Street
Alvin, Texas 77511
citysecretary@cityofalvin.com

ADVERTISEMENT

CITY OF ALVIN
REQUEST FOR PROPOSALS
RFP 24-01
UTILITY BILL PRINTING AND MAILING SERVICES

The City of Alvin is accepting sealed proposals from qualified professional companies to provide Utility Bill Printing and Mailing Services for City utility billing needs. Interested firms are invited to submit their qualifications and pricing for consideration. A copy of the Request for Proposal will be made available on the City's website, www.alvin-tx.gov.

Proposals must be received in the Office of the City Secretary in a **clearly marked envelope** that states "**RFP 24-01 - Utility Bill Printing and Mailing Services**" no later than Tuesday, February 27, 2024, at 2:00 p.m. local time with the information listed below. Proposals received after the deadline will not be opened and will be considered void and unacceptable.

Proposals must be addressed and delivered to:

City of Alvin
Attn: Dixie Roberts, City Secretary
216 West Sealy, Alvin, Texas 77511

Proposals will be publicly opened at 2:15 p.m. in the City Secretary's Office at the address listed above. Only the names of the vendors submitting an RFP will be read aloud. All inquiries about this RFP must be submitted in writing to the City Secretary via email: citysecretary@cityofalvin.com.

Advertisements:

- February 11, 2024
- February 18, 2024

INFORMATION FOR PROPOSAL

RECEIPT AND OPENING OF PROPOSALS

The City of Alvin, Texas (herein called the “City”), invites responses on the form(s) attached hereto for a **Request for Proposal for Utility Bill Printing and Mailing Services**. The City will receive proposals until 2:00 p.m. on Tuesday, February 27, 2024, at the Alvin City Hall, 216 West Sealy Street, Alvin, Texas, 77511.

The envelope containing the proposal must be sealed, and clearly marked “**RFP 24-01 - Utility Bill Printing and Mailing Services**” and shall be addressed to: City of Alvin, Attn: Dixie Roberts, City Secretary, 216 West Sealy, Alvin, Texas 77511, and must contain the information requested herein.

Any proposal received after the time and date specified shall not be considered.

QUALIFICATIONS OF PROPOSALS

The City may make such investigations as they deem necessary to determine the ability of the Proposer to supply the necessary services, and the Proposer shall furnish to the City all such information and data for the purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer’s failure? to satisfy the City that such Proposer is properly qualified to carry out the obligation of the contract by supplying the service contemplated therein. Conditional proposals will not be accepted.

OBLIGATION OF PROPOSER

At the time of the opening of proposals, each Proposer will be presumed to have read and be thoroughly familiar with the specifications required.

SCOPE OF SERVICE

The City of Alvin, Texas, is soliciting proposals to outsource its utility bill printing and mailing services. The City processes approximately 8,000 bills per month, and approximately 1,800 delinquent bills per month.

SOFTWARE COMPATIBILITY

The City uses INCODE software through Tyler Technologies. The City will provide samples and testing files to the awarded proposer prior to the contract start date to ensure the Proposer’s software is compatible with the City’s software vendor. The company chosen **must** be compatible with INCODE Version 10 government software; if not, the proposal will be deemed nonresponsive.

TERMINATION OF CONTRACT

Upon failure of the Contractor to perform the described services, the contract may be canceled by the City of Alvin with thirty (30) days written notice prior to date of termination. However, such

termination may be stayed at the sole discretion of the City if the Contractor cures the default within the 30-day notice period to the satisfaction of the City.

QUALIFICATIONS

Each firm submitting a request for proposal will also submit a package containing the following information on your qualifications to complete the project in a timely and professional manner. Submit (3) three hard copies and (1) electronic (PDF) version of the following information:

- Portfolio on your firm
- Identification of (3) three similar projects and any other supporting information by your company that may benefit the City of Alvin and better explain your proposal.

REQUIREMENTS

These services should include but not be limited to:

- Efficient, high-quality print/finish/mail services;
- Complete maintenance services to maintain, modify, and enhance all documents and systems;
- Statements shall be 1 and/or 2 sided, with laser imaging, 2-color, mailed in #10 window envelopes and include a #9 single reply envelope;
- Statements shall be perforated with a payment stub;
- Statements shall include barcode compatible with Symbol barcode scanners;
- Postage shall be First Class Automation Rated, presorted down to the lowest possible USPS rate;
- Statements shall be sent the same day if the file is received before noon or the next consecutive business day following the date the file is received if sent after noon;
- Print/create and/or insert mailers with utility bills; and
- City will assist in design and have the final approval of any and all forms.

PRICING

Submit pricing in two ways:

1. The basis of Utility Bill Print, Stuff and Mail services as listed above; and
2. The basis of Utility Bill Print, Stuff and Mail with Pre-printed Bill backer.

Price proposals must remain consistent through the term of the contract.

TERM

Provide an annual contract after a Proposal has been selected for a period of one (3) year period with two (2) additional one (1) year renewable options. Each renewal extension must be evidenced in writing thirty (30) days prior to the term of the contract and approved by the appropriate authorities of each party.

PROPOSAL EVALUATION PROCESS

All proposals will be screened by an evaluation committee. The evaluation committee shall screen

and rate all the submitted responses. Evaluation ratings will be on a 100-point scale. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

The City's evaluation process is as follows:

1. City staff shall recommend an evaluation committee which will be used to evaluate all proposals. During the evaluation process, Proposers may be asked for additional information or clarification of proposal as needed. The City will evaluate all proposals based on the following criteria.

Criteria	Points
Organization and Qualification	20
Service Quality	30
Product Appearance and Quality	20
Pricing and Fees	30

2. Once proposals are scored, the evaluation team will select finalists and decide whether interviews should be conducted. Should interviews be conducted, each evaluation team member will award each finalist up to 30 points for their oral presentation and can amend proposal scores based on the interview.
3. Proposal and interview scores will be combined, and the highest overall proposal identified. City will then begin contract negotiations with that Proposer.
4. Should negotiations be unsuccessful, the City shall enter negotiations with the next, highest ranked vendor. The process shall continue until an agreement is reached with a qualified vendor.
5. This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for and attending interviews.
6. The City reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.

The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City's judgement as the appropriateness of an award to the best evaluated proposer. The information may be appended to proposal evaluation process results.

CONTRACT TERMS AND CONDITIONS

- A. **General** - This will be a three (3) year contract, with two (2) one (1) year renewal terms

available upon the mutual agreement of the parties with no more than a 3% escalation factor per renewal. The renewable agreement is meant as an option for either party to terminate the contractual obligation at its discretion. The City reserves the right to make a single or multiple awards, whichever are of the best value to the City to accomplish all services outlined in this proposal.

- B. **Indemnification** - It is understood that any resulting contract executed will contain the following language:

It is further agreed that the firm (separately and collectively the "Indemnatee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the firm under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Firm, or any third party.

- C. **Release** - It is understood that any resulting contract executed will contain the following language:

The firm assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the firm's work to be performed hereunder.

This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the firm, or any third party.

LATE PROPOSALS

Proposals received by the City after the submission deadline will be considered void and unacceptable. City of Alvin is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the City Secretary's Office at Alvin City Hall, 216 West Sealy, Alvin, Texas, 77511, shall be the official time of receipt.

ALTERING PROPOSALS:

Proposals cannot be altered or amended after the submission deadline. Any alterations or erasures made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

AWARD

The City has the right to award a contract upon the conditions, terms and specifications contained in a proposal submitted to the City for a period of up to ninety (90) days following the date specified for the opening of proposals.

Because the City is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the City requires that certain terms be included in the contract that result from this solicitation. Your response to this solicitation is an offer to contract with the City based on the terms, conditions, and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.

CONFLICTING PROVISIONS

The contract consists only of the City prepared contract and any additional City or Proposer contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the City prepared contract and a document incorporated by reference, the City prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the City's additional contract document takes precedence over the Proposer's additional contract document.

PAYMENT PROVISIONS

The City's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code.

LIABILITY AND INDEMNITY

Any provision of the contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (see Section 5, Article XI, Texas Constitution).

CONFIDENTIALITY

Any provision in the contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (see Chapter 552 of the Texas Government Code).

GOVERNING LAW AND VENUE

Texas law governs this contract and any lawsuit on this contract must be filed in a court that has jurisdiction in Brazoria County, Texas.

CONFLICT OF INTEREST

No public official shall have interest in this contract accept in accordance with Chapter 171 of the Texas Local Government Code.

ETHICS

The Proposer shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of Alvin. More than one proposal on any one contract from a Proposer or individual under different names shall be grounds for rejection of all proposals in which the Proposer or individual has an interest. One or all proposals will be

rejected if there is any reason to believe that collusion exists between Proposers. Proposers must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Alvin, including affiliations and business and financial relationships such persons may have with City of Alvin officers. By doing business or seeking to do business with the City of Alvin, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest Questionnaire found within this document must be completed and turned in with each proposal.



RFP 24-01
Utility Billing Printing and Mailing Services

Proposal Cover Sheet
Due Date: Tuesday, February ____, 2024, by 2:00 p.m.

Name of Firm/Company

Agent's Name (Please Print) Agent's Title

Mailing Address City State Zip

Telephone Number

Email Address

Authorized Signature

Date

Proposal Submission Checklist	
☐	Proposal Cover Sheet
☐	Proposal (3) hard copies (1) electronic PDF version (via flash drive)
☐	Proposal Cost Sheet
☐	Public Information Act Form
☐	Conflict of Interest Questionnaire



Proposal Cost Sheet
Due Date: Tuesday, February ____, 2024, by 2:00 p.m.

<u>Description</u>	<u>Rate</u>	<u>Estimated Quantity for contract life of three (3) years</u>	<u>Extended Price</u>
Programming Services Initial Set Up or Formatting Fee	\$	1	\$
Graphic Design Services Design of Utility Bill	\$	1	\$
Regular Billing Statements (With Back Page Pre-printed)	\$	316,800	\$
Regular Billing Statements (With Back Page not Pre-printed)	\$	316,800	\$
Delinquent Statements (With No Back Page)	\$	71,280	\$
Inserts	\$	6	\$
#10 Envelopes	\$	388,080	\$
#9 Envelopes	\$	388,080	\$
Postage	\$	388,080	\$
		Total Proposal Cost	\$

Unit prices listed above are good for ninety (90) calendar days after receipt of proposal.

Texas Public Information Act

Steps to Assert that Information is Confidential or Proprietary

All proposals, data, and information submitted to the City of Alvin are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information should be printed on colored paper (such as yellow or pink paper). At a minimum, the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and further state: (Please check one):

- ☐ The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

- ☐ The proposal/bid submitted contains confidential information which is labeled and which may be found on the following pages: _____ and any information contained on page number not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: _____

Signature: _____ **Date:** _____

Print Name: _____ **Print Title:** _____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Addendum No 1 – RFP 24-01: Utility Bill Printing and Mailing Services

The proceeding documents provide response to the following questions regarding this Request for Proposal:

1. What is the anticipated award date? **4-1-2024 or sooner**
2. What is the anticipated go-live (first production run) date? **6-1-2024**
3. How many billing cycles does the City have per month? **1**
4. Will you please provide the following samples?
 - a. Bills
 - b. Delinquent Statements
 - c. #10 envelope
 - d. #9 envelope**Yes, sample is attached**
5. There are inserts referenced on the Proposal Cost Sheet. Will you please provide specs and/or samples so we can provide exact pricing? **Yes, sample is attached.**
6. Is the pricing to remain firm for the first three years or are annual CPI price increases allowed after year one? **Remain Firm**
7. Regarding Postage on the Proposal Cost Sheet- the USPS raised prices twice per year the last couple of years and it appears that trend will continue. We bill postage as a true pass-through cost so it always reflects the current rate. To that end, how do we accurately provide pricing on the Proposal Cost Sheet to reflect the anticipated increases? **Use the current rate but please indicate that you bill as a true pass through.**
8. Will you be providing the vendor a PDF or data file when uploading your statements? **Data file**
9. There are several forms to be included with our submission. Do the signatures on the forms need to be original or will electronic signatures suffice? **Electronic Signatures will be acceptable.**

ACCOUNT STATEMENT



BILLING AND COLLECTIONS
CITY OF ALVIN
216 W SEALY ST
ALVIN, TX 77511-2341



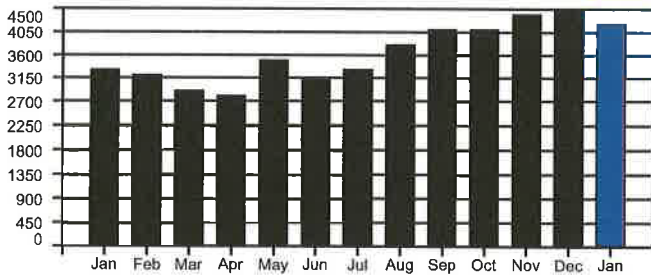
**SINGLE-PIECE 31 SGL 142919AA18-A-1
7867 1 SP 0.630



ALVIN TX 77511



YOUR WATER USAGE (in gallons)



IMPORTANT MESSAGES (See additional information on back of bill)

Residential Single Unit Customers: Water used from Nov. 2 thru Feb. 8 will be used to re-calculate sewer charges beginning with your April bill. Repair or supply receipts must be provided to adjust your winter average. Conserving usage will help lower your average.

***New rates are effective October 1, 2023. See the rate schedule at www.alvin-tx.gov/296/Billing-Rates ***

Account Number	Due Date	Amount Due
153-0085-●	02/05/2024	141.95

ACCOUNT INFORMATION

SERVICE ADDRESS: ● DICKINSON RD
SERVICE PERIOD: 11/30/2023 to 12/31/2023
LAST PAYMENT: -\$145.70
BILLING DATE: 01/18/2024

HOW TO CONTACT US

For Inquiries call: (281) 388-4264
Office Hours: 7:00 am - 6:00 pm, Monday-Thursday
Closed on Fridays and Scheduled Holidays
Visit us Online: www.alvin-tx.gov

CURRENT METERED USAGE (in gallons)

Meter	Previous	Current	Usage	Amount
●	2,060	2,102	4,200	39.30

OTHER CHARGES

BCGCD FEE	0.17
TCEQ FEE	0.50
SEWER	52.61
GARBAGE	39.14
EMS UTILITY FEE- RESIDENTIAL	7.00
Sales Tax	3.23

AMOUNT DUE

TOTAL CURRENT CHARGES	141.95
BALANCE FORWARD	0.00

Total Amount Due Now 141.95

Total Due If Paid After 02/05/2024 155.05

Payment Coupon - Please return this portion along with your payment. Make your check payable to City of Alvin.

ACCOUNT INFORMATION

SERVICE ADDRESS: 360 DICKINSON RD
SERVICE PERIOD: 11/30/2023 to 12/31/2023
LAST PAYMENT: -\$145.70
BILLING DATE: 01/18/2024

ALVIN TX 77511

Account Number	Due Date	Amount Due
153-0085-●	02/05/2024	141.95

Amount Due After 02/05/2024 155.05

Amount Enclosed: \$

Return this coupon with your payment made payable to:



CITY OF ALVIN
216 W SEALY ST
ALVIN TX 77511-2341



DID YOU KNOW?

Visit our website TO VIEW YOUR ACCOUNT information (payment & usage history, balance due) along with current events and web alerts at: www.alvin-tx.gov. To add your home phone, cell phone and/or e-mail address to receive alerts, visit the website or call Alvin Police Dept 281-388-4370.

E-Billing is available. Please email us at [U_Utilitybilling@cityofalvin.com](mailto:Utilitybilling@cityofalvin.com) with your email address to sign up. Also provide phone #. Choose e-bill only or both.

An EMS Utility fee has been established to be collected for the provision of emergency ambulance service by the city. See Ordinance 19-U.

Late Payment and Penalty. Bills are past due on the 19th day after billing. A ten percent (10%) penalty is assessed on the 20th day. If you experience mail service delays it does not release or diminish customer's penalty. Ordinance 06-F. If your due date is on a holiday, payments in the NIGHT DROP before 7:00 a.m. next working day will be posted before penalties are applied. All payments received after 7:00 a.m. on the penalty day will be assessed the penalty.

Previous Balance, if you have a previous balance your account is subject to disconnection on the due date of this statement without further notice. Penalty is added, but Delinquent statement date does not apply.

All Residential Carts/Trash and Small Business Commercial Carts should be at the curb by 7:00 a.m. on the day of collection. **Residential Collection** is one day per week (Monday through Friday). SEE MAP ON THE WEB SITE AT www.alvin-tx.gov or call Texas Pride Disposal (TPD) at 281-342-8178 for SCHEDULES. This includes regular trash, recyclables listed on cart lid, and up to 8 cu yards of bulk trash and/or limb and brush that is cut, bundled and tied in 4-foot lengths and weigh less than 50 pounds. You will be provided 2 separate carts: one for trash/one for recycling. If you have additional trash or recycling it can be placed in bags, strong enough to hold the contents and set beside the appropriate cart. When a garbage HOLIDAY occurs any weekday, from the day of the Holiday, your pick-up day will shift to the next day. Friday's collection will be on Saturday. **Garbage Holidays:** New Year's Day, Thanksgiving Day & Christmas Day.

UNCUT LIMB AND BRUSH can be picked up by the city contractor, at a cubic yard charge established in the ordinance, by customer request. Please call Texas Pride Disposal for pricing and pick-up information. Spring and Fall Cleanups are still available, watch for dates.

Garbage services are provided by Texas Pride Disposal. Should you have a service or collection problem, please contact TPD at Ph 281-342-8178. Questions concerning your bill or changes in commercial service should be directed to the **City of Alvin, Billing/Collection Office at 281-388-4264.** For collection of Commercial heavy trash you **MUST call TPD for estimate and collection Ph 281-342-8178.**

Sewer charges for "residential" single units only, are based on winter average. If you should have a leak between November and February, you must provide a receipt of repair to have your average adjusted. No adjustments are given for refilling of swimming pools.

GWD Fee: (Brazoria County Groundwater Conservation District) is a fee charged for pumping water from city wells.

TCEQ Fee: (Texas Commission on Environmental Quality) is a public health service fee & consolidated water quality fee.

AFTER HOURS EMERGENCY SERVICE: CONTACT ALVIN POLICE DEPARTMENT AT 281-388-4370.

"Disconnects for non-payment will not be connected after hours." Contact Billing Office during regular scheduled office hours.

Bills are mailed approximately every 30 days. **Sec.25-14, City Code** allows 19 (nineteen) days to pay from the date of billing, before it becomes past due. Payment is due upon receipt. If payment is not received in our office on the 19th day, a 10% (ten percent) penalty will be assessed. Delinquent statements are mailed allowing 6 additional days before disconnection of service. Should your service go out for disconnection, the total past due amount, penalties, a disconnect/reconnect fee and possibly an increased deposit will be collected before service is restored. When service is disconnected for nonpayment, your payment must be received in our office before 4pm to have service restored the same day. If payment is received after 4pm, service will be restored the next working day after 10a.m.

Payment Options

- **Bank Drafting:** available for payment of utility bill and assist in avoiding penalties. To apply come by the office or we can fax the form or go to our website at www.alvin-tx.gov select water utility billing, select forms, and then select bank draft. Drafting occurs on the due date of the bill. **This is a free service.**
- **Payment at Office:** Your bill can be paid at our office Monday – Thursday 7:00 a.m. till 6:00 p.m. We are Closed on Friday. Closed Holidays. A 2.5% Fee is charged for all credit/debit card transactions.
- **Payment by Phone:** 1-866-249-0553. Please have your utility account number ready. Your bill can be paid by credit card ONLY. \$1.25 Plus a 2.5% Fee is charged for all credit/debit card transactions.
- **Payment by Mail:** Your bill can be mailed to City of Alvin, 216 W. Sealy St., Alvin TX 77511. Payment must be received by our office by the due date to avoid penalty.
- **Payment on the Internet:** Your bill can be paid on the internet with credit card ONLY. Visit our website www.alvin-tx.gov. Select Pay Utilities. \$1.25 Plus a 2.5% Fee is charged for all credit/debit card transactions
- **Payment in Night Drop:** Your bill can be paid via the Night Drop on the wall at City Hall Drive-Thru Window. You can pay by check or money order. **DO NOT PUT CASH IN NIGHT DROP. YOU MUST USE YOUR ENVELOPE.**
- **Holiday:** If your due date is on a holiday, payments in the NIGHT DROP before 7:00 a.m. next working day will be posted before penalties are applied. ALL payments received after 7:00 a.m. on the penalty day will be assessed the penalty.



CITY OF ALVIN
216 W SEALY ST
ALVIN, TX 77511-2341



AUTOSCH 5-DIGIT 77511 6 PSS 143509BA06-A-1
1479 1 AV 0.504



PO BOX [REDACTED]
ALVIN TX 77512-1029

Account Number	Amount Due
155- [REDACTED]	181.84
Due Date	Disconnect Date
02/05/2024	02/14/2024
Service Address	
[REDACTED] HIGHWAY 6 E	

HOW TO CONTACT US

For Inquiries Call: (281) 388-4264
Office Hours: 7:00 am - 6:00 pm, Monday-Thursday
Closed on Fridays and Scheduled Holidays
Visit us online: www.alvin-tx.gov

LATE NOTICE

If you have a PREVIOUS BALANCE, your account is subject to DISCONNECTION on or before the DUE DATE ON THIS STATEMENT WITHOUT FURTHER NOTICE. The Delinquent date on this statement will NOT apply to you.

The nineteen (19) days allowed on the original bill by The City Code Sec 25-14 has now expired. If you do not have a PREVIOUS BALANCE this notice allows you six (6) days from our mailing date, before disconnection. To avoid disruption of service and additional fees, this statement must be paid by the PAST DUE DATE printed above.

IF DISCONNECT ORDER IS PROCESSED: If services are disconnected payment in full including penalties, reconnection fee, and additional deposit (if required) must be received.

*****NO RECONNECTIONS WILL BE MADE BETWEEN 4:00PM AND 10:00AM*****

AFTER DISCONNECTION: If your outstanding balance has not been paid and service has not been restored by the next billing date, your account will be closed and your deposit applied to the outstanding balance. To reinstate service after your account is closed, you must pay all remaining balances, complete a new application, and fulfill current deposit requirements.

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Please return this portion with your payment. Make your check payable to City of Alvin. A 10% penalty has been applied.



CITY OF ALVIN
213 W SEALY ST
ALVIN, TX 77511-2341

ALVIN TX 77512-1029

Account Number	Amount Due
155- [REDACTED]	181.84
Due Date	Disconnect Date
02/05/2024	02/14/2024
Service Address	
[REDACTED] HIGHWAY 6 E	



CITY OF ALVIN
216 W SEALY ST
ALVIN TX 77511-2341







PLACE
POSTAGE
HERE



2024 TURTLE RACE & 5K FUN RUN



Adopt a Turtle for
your chance to WIN!!

Only \$5 each

Schedule of Events

7:45 am	1K/5K Check-In
8:30 am	Kids 1K Begins
9:00 am	5K Begins
9:00 am	Vendor Booths Open
11:45 am	Mascot Race
12:00 pm	Turtle Race Begins

Saturday, February 10, 2024
National Oak Park, Alvin

Fun Run/Walk

Kids 1K (up to 11 years)

5K Run/Walk (officially certified & timed)

Event shirts for all
registrants & medals for
all finishers!

1K: \$25
Students: \$30
Adults: \$35
Prices increase
by \$5 January 26

For all things related to the turtle race,
scan the code below or go to
<https://tinyurl.com/turtlerace2024>



- become a sponsor
- adopt turtles
- sign up for the 5K or 1K
- vendor booth rental

Need Additional Information?

Email mpurcell@alvinisd.net or
contact the Alvin ISD Education
Foundation office at:

(281) 315-2526





AGENDA COMMENTARY

Meeting Date: 3/21/2024

Department: Parks and Recreation

Contact: Michelle Nesrsta, Recreation
Superintendent

Agenda Item: Consider Resolution 24-R-13, adopting Rules and Regulations for the Bob S. Owen Pool and Facilities located at 919 Bayou Drive, Alvin, Texas; aligning said Rules and Regulations with those of the Alvin Recreation Center Pool for uniformity; and setting forth other matters related thereto.

Type of Item: Resolution

Summary: On February 1, 2024, City Council adopted Resolution 24-R-05, establishing rules and regulations for the Alvin Recreation Center, including its onsite pool. At that time, staff recommended for future City Council consideration, adopting the same pool rules at the Bob Owen Pool. At this time, staff recommends adopting the pool rules per Resolution 24-R-13 for the Bob S. Owen pool. By doing so, it provides consistency and uniformity at each location.

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: 3/13/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Res 24-R-13; Bob S. Owens Pool Rules
 2. Exhibit A; Bob S. Owen Pool Rules; 2024
 3. Bob S. Owen Pool Rules; 2012
-

Recommendation: Move to approve Resolution 24-R-13, adopting Rules and Regulations for the Bob S. Owen Pool and Facilities located at 919 Bayou Drive, Alvin, Texas; aligning said Rules and Regulations with those of the Alvin Recreation Center Pool for uniformity; 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: ☒

RESOLUTION 24-R-13

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ADOPTING UPDATED RULES AND REGULATIONS FOR THE BOB S. OWEN POOL AND FACILITIES LOCATED AT 919 BAYOU DRIVE, ALVIN, TEXAS; ALIGNING SAID RULES AND REGULATIONS WITH THOSE OF THE ALVIN RECREATION CENTER POOL FOR UNIFORMITY; AND SETTING FORTH OTHER MATTERS RELATED THERETO.

WHEREAS, the Bob S. Owen Pool and facilities located at 919 Bayou Drive, Alvin, Texas, are public facilities owned by the City of Alvin, serving the community with recreational, social, and fitness opportunities; and

WHEREAS, consistent rules and regulations are necessary to govern the operations and rental of the Bob S. Owen Pool and its associated facilities; and

WHEREAS, the City Council of the City of Alvin has the authority to establish and amend rules and regulations for city-owned facilities, including the Bob S. Owen Pool; and

WHEREAS, in the interest of uniformity and efficiency, it is deemed beneficial to align the rules and regulations of the Bob S. Owen Pool with those of the Alvin Recreation Center Pool; and

WHEREAS, after review and consideration, the City Council finds it in the public interest to authorize the adoption of the updated rules and regulations for the Bob S. Owen Pool and facilities, **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 Bob S. Owen Pool and Facilities – 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 21st day of March 2024.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



BOB S. OWEN POOL RULES

919 Bayou Drive, Alvin, Texas 77511

Resolution 24-R-13

Adopted by City Council on March 21, 2024

General Pool Rules

1. No smoking, vaping, alcoholic beverages, tobacco, drugs, gambling, or chewing gum.
2. Children under the age of 10 must be accompanied by an adult at least 18 years of age.
3. 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).
4. All swimmers under the age of 18 that attend the pool without an adult will be required to sign in.
5. 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.**
6. 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.
7. 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.
8. The Pool Manager or designee has the authorization to request anyone to take a soapy shower before entering the pool.
9. Abusive or profane language will not be permitted.
10. No fireworks are permitted on pool grounds.
11. 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.
12. 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.
13. Excessive or inappropriate displays of affection are not allowed.
14. Swimmers must stay off lane ropes, safety lines, and lifeguard stands.
15. Loitering is not permitted adjacent to the pool entrance.

16. **Only U.S. Coast Guard** approved floatation devices are allowed. NO other type of flotation device is permitted except during designated times.
17. No fins or snorkels are allowed.
18. Some guests may be required by lifeguard staff to wear a lifejacket if deemed necessary.
19. Only employees are permitted in the filter areas, mechanical rooms, storage rooms, guard rooms, etc.
20. Animals are not allowed inside the pool area.
21. Diving is not permitted in water less than 5 feet deep or where NO DIVING is posted.
22. 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.
23. Unnecessary conversation with lifeguards while they are on duty is not permitted.
24. Infants must wear the appropriate waterproof diaper while in the pool.
25. No thong or other inappropriate bathing suits allowed. Suits will be determined inappropriate at the discretion of pool or recreation center staff.
26. Lifeguards may impose additional rules to ensure the safety or enjoyment of patrons.
27. Staff will clear the water area(s) 15 minutes prior to closing time.

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.

2012 BOB S. OWENS

SWIMMING POOL RULES & REGULATIONS

GENERAL RULES

1. Children under the age of 7 must be accompanied by a person 15 years of age or older to be admitted into the pool.
2. 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 ADMISION FEE.**
3. All patrons age 3 and over must pay the full price of admission. Patrons who leave the pool must pay to re-enter, unless they have a season pass.
4. 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.
5. The Pool Manager has the authorization to request anyone to take a soapy shower before entering the pool.
6. Abusive or profane language will not be permitted.
7. Smoking, alcoholic beverages, tobacco (of any kind), drugs, gambling and chewing gum are not permitted.
8. No fireworks are permitted on pool grounds.
9. 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.
10. 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 shoulders or hands of other patrons is not permitted.
11. Acts of physical affection are not permitted.
12. Swimmers must stay off lane ropes, safety lines, and lifeguard stands.
13. Loitering is not permitted adjacent to the pool entrance.
14. **Only U.S. Coast Guard** approved floatation devices are allowed. NO other type of flotation device is permitted except during designated times.
15. No fins are allowed.
16. Only employees are permitted in the filter areas, mechanical rooms, storage rooms, guard rooms, etc.
17. Animals are not allowed inside the pool area.
18. Diving is not permitted in water less than 5 feet deep or where NO DIVING is posted.
19. Swimmers are not allowed in water past shoulder depth unless they pass the following 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 and back using any stroke.
 - d. Demonstrate an ability to breathe while swimming.
20. Unnecessary conversation with lifeguards while on duty is not permitted.
21. Infants must wear swim pants with elastic around the legs or the appropriate waterproof diaper while in the pool.
22. The City of Alvin Parks & Recreation or pool staff will not be held responsible for theft or loss of unattended valuables.
23. No thongs allowed.

SPLASH AREA

- 1. Children of any age are permitted in the splash area.
- 2. It is recommended that all children be supervised by a responsible person at least 15 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 “0 depth” pool.
- 4. Balls and small toys are permitted in the “0 depth” pool.
- 5. No diapers are to be worn. Infants and children must have one a swim diaper.

SLIDE RULES

- 1. Swimmers must be able to swim safely to the exit ladder.
- 2. Parents may not wait under the slide to catch a child going down the slide.
- 3. Only one person may go down each slide at a time.
- 4. Only one person is allowed on ladders at a time.

The pool manager 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.



AGENDA COMMENTARY

Meeting Date: 3/21/2024

Department: Legal Department

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider Resolution 24-R-15, suspending the April 10, 2024, effective date of CenterPoint Energy Houston Electric, LLC's requested rate change to permit the City time to study the request and to establish reasonable rates; approving continued cooperation with the Gulf Coast Coalition of Cities; hiring Lloyd Gosselink attorneys and consulting services to negotiate with the Company and direct any necessary litigation and appeals; requiring reimbursement of Cities' rate case expenses; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and Legal Counsel for the Gulf Coast Coalition of Cities.

Type of Item: Resolution

Summary: CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company") filed an application on March 6, 2024 with cities retaining original jurisdiction, seeking to increase system-wide transmission and distribution rates by \$60 million per year. The Company asks the City to approve an increase of \$17 million in retail transmission and distribution rates (an increase of about 1%) and \$43 million in wholesale transmission rates (an increase of about 6.6%). According to CenterPoint, the impact on an average residential customer would be an increase of about \$1.25 per month.

This Resolution suspends the April 10, 2024, effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with other members of GCCC served by CenterPoint to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective.

Staff recommends approval of Resolution 24-R-15.

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: 3/13/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Res 24-R-15 CenterPoint Suspension Resolution
-

2. GCCC Suspension Model Staff Report

Recommendation: Move to approve Resolution 24-R-15, suspending the April 10, 2024, effective date of CenterPoint Energy Houston Electric, LLC's requested rate change to permit the City time to study the request and to establish reasonable rates; approving continued cooperation with the Gulf Coast Coalition of Cities; hiring Lloyd Gosselink attorneys and consulting services to negotiate with the Company and direct any necessary litigation and appeals; requiring reimbursement of Cities' rate case expenses; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and Legal Counsel for the Gulf Coast Coalition of Cities.

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Manager, if applicable: X

RESOLUTION 24-R- 15

RESOLUTION OF THE CITY OF ALVIN, TEXAS, SUSPENDING THE APRIL 10, 2024 EFFECTIVE DATE OF CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING CONTINUED COOPERATION WITH THE GULF COAST COALITION OF CITIES; HIRING LLOYD GOSSELINK ATTORNEYS AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE GULF COAST COALITION OF CITIES

WHEREAS, on or about March 6, 2024, CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company"), pursuant to the Public Utility Regulatory Act ("PURA") §§ 33.001 and 36.001 filed with the City of Alvin, Texas ("City"), a Statement of Intent to change electric delivery rates in all municipalities exercising original jurisdiction within its service area, effective April 10, 2024; and

WHEREAS, the City is a member of the Gulf Coast Coalition of Cities ("GCCC") and will cooperate with the other similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, GCCC's member cities have previously authorized intervention in electric utility rate case proceedings before the Public Utility Commission of Texas ("Commission"); and

WHEREAS, GCCC has previously authorized the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, to make recommendations regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or the Commission; and

WHEREAS, PURA §36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA §33.023 provides that costs incurred by cities in ratemaking activities are to be reimbursed by the regulated utility.

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

Section 1. That the April 10, 2024, effective date of the rate request submitted by CenterPoint on or about March 6, 2024, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

Section 2. That the City is authorized to cooperate with GCCC to coordinate efforts to protect the interests of the City and protect the interests of CenterPoint's end-use customers residing and conducting business within municipal limits.

Section 3. That the City's reasonable rate case expenses shall be reimbursed by CenterPoint on a timely basis.

Section 4. 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*.

Section 5. A copy of this Resolution shall be sent to CenterPoint, care of Patrick Peters, CenterPoint Energy, Inc., 1005 Congress Avenue, Suite 650, Austin, Texas 78701 (patrick.peters@centerpointenergy.com), and to Roslyn Dubberstein at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (rdubberstein@lglawfirm.com).

PASSED AND APPROVED this 21st day of March 2024.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

Suzanne L. Hanneman, City Attorney

MODEL STAFF REPORT

*****ACTION MUST BE TAKEN TO SUSPEND THE EFFECTIVE DATE
BEFORE APRIL 10, 2024*****

PURPOSE:

CenterPoint Energy Houston Electric, LLC (“CenterPoint” or “Company”) filed an application on March 6, 2024 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by \$60 million per year. The Company asks the City to approve an increase of \$17 million in retail transmission and distribution rates (an increase of about 1%) and \$43 million in wholesale transmission rates (an increase of about 6.6%). According to CenterPoint, the impact on an average residential customer would be an increase of about \$1.25 per month.

The resolution suspends the April 10, 2024 effective date of the Company’s rate increase for the maximum period permitted by law to allow the City, working in conjunction with other members of GCCC served by CenterPoint to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, CenterPoint’s rate request is deemed approved.**

DISCUSSION

The City of Alvin, Texas is a member of a coalition of political subdivisions in the Greater Houston area known as the Gulf Coast Coalition of Cities (“GCCC”). GCCC has been in existence since the early 1990s. The GCCC represents the interests of its members on gas and electric utility matters before the Public Utility Commission of Texas, the Railroad Commission of Texas, the Electric Reliability Council of Texas, and the courts. For the past 20 years, GCCC has protected the authority of municipalities over monopoly electric and natural gas providers and has defended the interests of the residential and small commercial customers within the cities. Cities are often the only consumer advocates that work to keep utility rates reasonable. The work undertaken by GCCC has saved ratepayers millions of dollars in unreasonable charges. GCCC has previously approved the hiring of Lloyd Gosselink Rochelle & Townsend, P.C. and consultants to intervene in matters related to the electric utility rate case filings, representing GCCC members’ interests.

Current members include the following 44 cities: Alvin, Brazos Country, Brookshire, Bunker Hill Village, Clear Lake Shores, Deer Park, Dickinson, Fairchilds, Friendswood, Fulshear, Galveston, Hedwig Village, Hilshire Village, Hunters Creek, Iowa Colony, Jersey Village, Jones Creek, Kemah, La Marque, Lake Jackson, Manvel, Missouri City, Mont Belvieu,

Morgan's Point, Nassau Bay, Oyster Creek, Pattison, Piney Point Village, Pleak, Prairie View, Rosenberg, Santa Fe, Seabrook, Sealy, Simonton, South Houston, Spring Valley Village, Stafford, Sugar Land, Taylor Lake Village, Texas City, Tiki Island, Webster, and Weston Lakes.

Explanation of "Be It Resolved" Paragraphs:

Section 1. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as "the maximum period allowed by law" rather than ending by a specific date. This is because the Company controls the effective date and can extend the deadline for final city action to increase the time that the City retains jurisdiction if necessary to reach settlement on the case. If the suspension period is not otherwise extended by the Company, the City must take final action on CenterPoint's request to raise rates by April 10, 2024.

Section 2. This provision authorizes the City to participate in a coalition of cities served by CenterPoint, GCCC, in order to more efficiently represent the interests of the City and their citizens.

Section 3. The Company will reimburse the cities for their reasonable rate case expenses. Legal counsel and consultants approved by GCCC cities will submit monthly invoices that will be forwarded to CenterPoint for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 5. This section provides that both CenterPoint's counsel and GCCC's counsel will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.



AGENDA COMMENTARY

Meeting Date: 3/21/2024

Department: Legal Department

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider Resolution 24-R-16, accepting the Petition for Annexation of an 18.23 acre tract of land, and a 0.44 acre tract of land, both located along State Highway 6, in Brazoria County, Texas; setting an annexation schedule; setting public hearings; providing for open meetings; and providing for other matters related thereto.

Type of Item: Resolution

Summary: On or about February 20, 2024, the City received a Petition for Annexation from the Alvin Independent School District, requesting the annexation of an 18.23 acre tract and a 0.44 acre tract of land, contiguous to the Alvin ISD Transportation Center, on Highway 6.

This Resolution sets public hearings for the Annexation for May 2 and May 16, 2024. Staff recommends approval of Resolution 24-R-16.

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: 3/13/2024 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 3/18/24

Supporting documents attached:

1. Res. 24-R-16; Annexation for AISD
2. Exhibit A - Map
3. Exhibit B - Metes and Bounds
4. Exhibit C - Municipal Service Plan AISD
5. Annexation Schedule for AISD
6. Petition for Annexation

Recommendation: Move to approve Resolution 24-R-16, accepting the Petition for Annexation of an 18.23 acre tract of land, and a 0.44 acre tract of land, both located along State Highway 6, in Brazoria County, Texas; setting an annexation schedule; setting public hearings; providing for open meetings; and providing for 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: ☒

RESOLUTION NO. 24-R-16

A RESOLUTION OF THE CITY OF ALVIN, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF AN 18.23 ACRE TRACT OF LAND, AND A 0.44 ACRE TRACT OF LAND, BOTH LOCATED ALONG STATE HIGHWAY 6, IN BRAZORIA COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND PROVIDING FOR OTHER RELATED MATTERS RELATED THERETO.

WHEREAS, the owner of certain property located within Brazoria County, Texas, has petitioned the City of Alvin, Texas (herein the “City”), a home-rule City, for annexation of said property, more particularly described herein, into the City limits; and

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City and the owners have made application for annexation; and

WHEREAS, the petitioner has agreed and consented to the annexation of the subject property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

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. The petition for annexation of all portions of the following property not previously annexed into the City, and the Municipal Service Plan, attached as Exhibit C, submitted by Petitioner, are hereby accepted:

Being a tract of land containing 18.23 acres located within the H. C. H. & B. Survey, Abstract No. 412, Brazoria County, Texas and being a portion of Restricted Reserve “A” of the Alvin I.S.D. Transportation Center, a subdivision plat of 44.770 acres recorded in Volume 23, Page 311 of the Brazoria County Plat Records, being more particularly shown in Exhibit “A” and described in Exhibit “B,” attached hereto and incorporated herein for all purposes.

Being a tract of land containing 0.44 acre located within the H. C. H. & B. Survey, Abstract No. 412, Brazoria County, Texas and being a portion of the dedication to the public for additional right-of-way in County Road 148 as shown on the Alvin I.S.D. Transportation Center, a subdivision plat of 44.770 acres recorded in Volume 23, Page 311 of the Brazoria County Plat Records, particularly shown in Exhibit “A” and described in Exhibit “B,” attached hereto and incorporated herein for all purposes

Two (2) public hearings are set for the dates of May 2, 2024 and May 16, 2024. Notice of such hearings shall be posted and the hearings shall be open to the public to accept public comment on the

annexation request.

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

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

PASSED AND APPROVED this the 21st day of March 2024.

THE CITY OF ALVIN, TEXAS

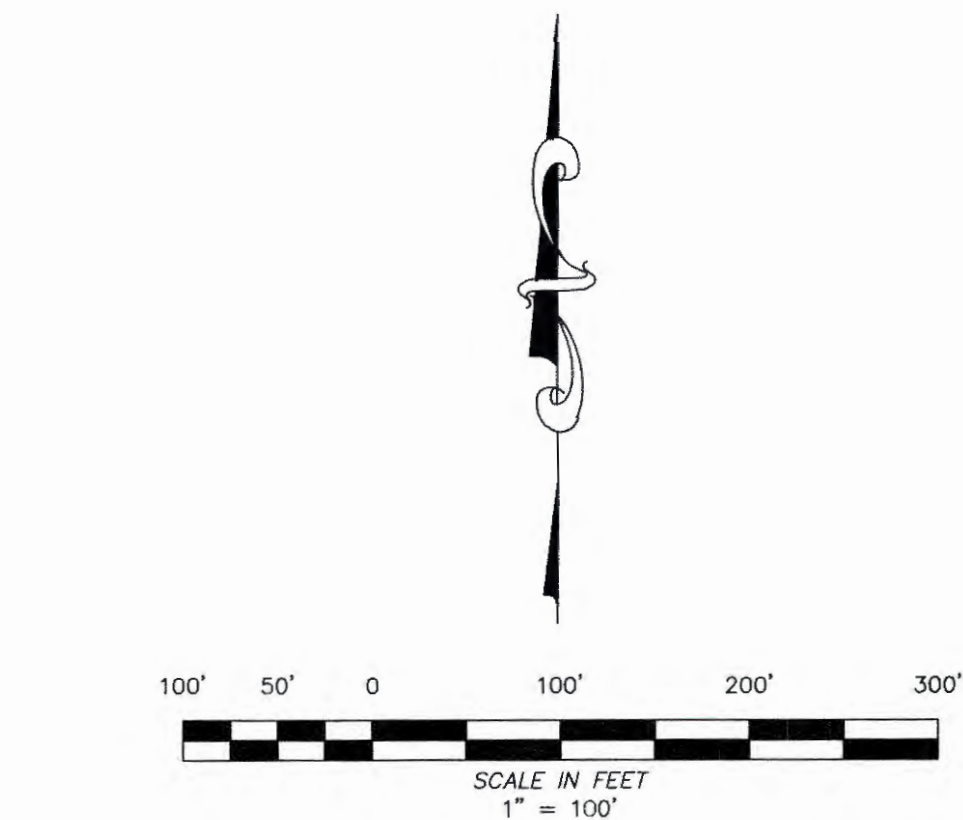
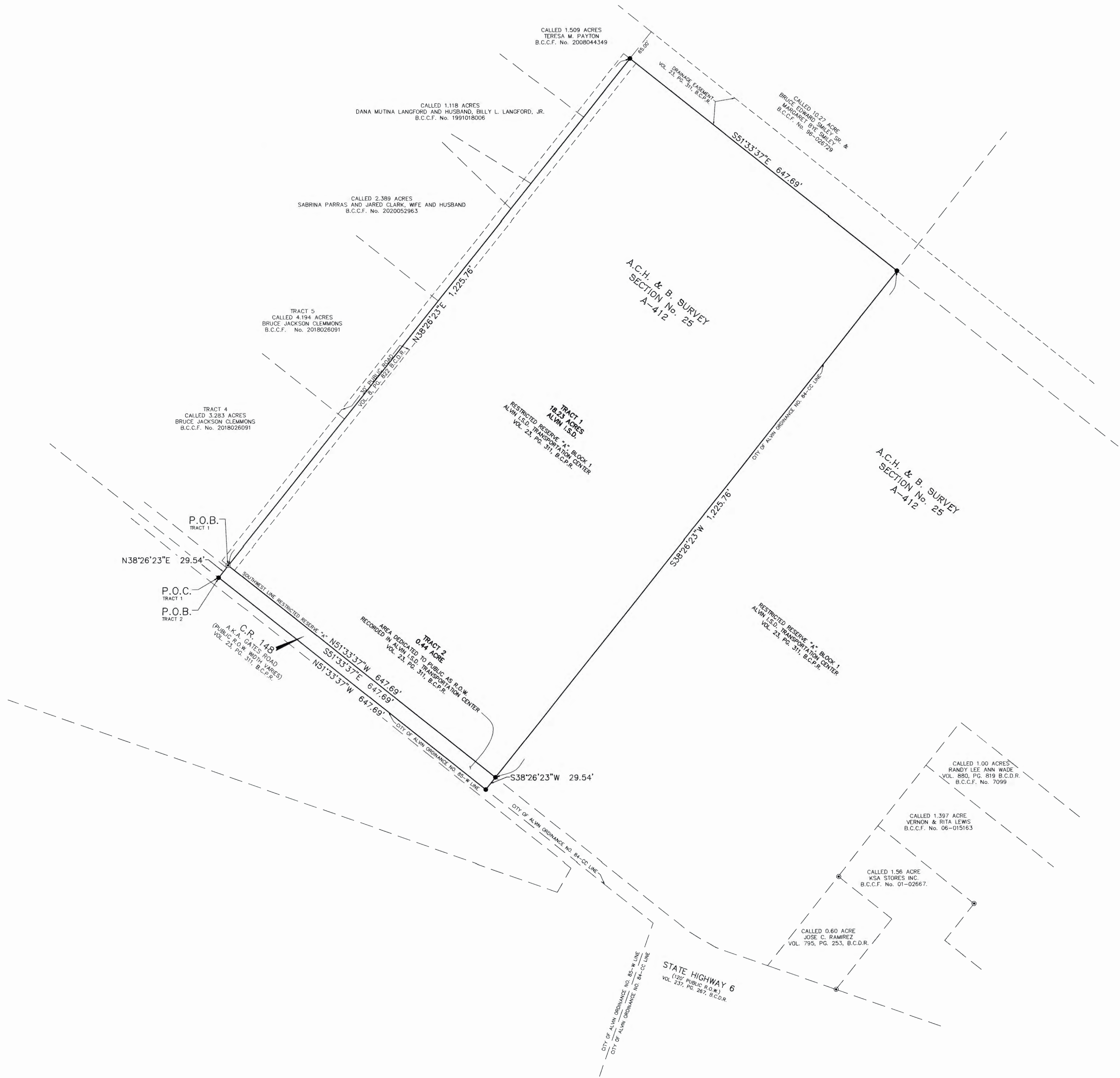
ATTEST

Gabe Adame, Mayor

Dixie Roberts, City Secretary

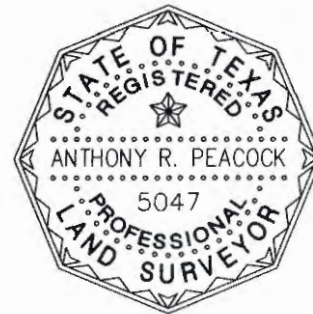
- SYMBOLS
- = FOUND 5/8-INCH IRON ROD (UNLESS OTHERWISE NOTED)
 - = ANGLE POINT (UNLESS OTHERWISE NOTED)
 - = A.C. PAD
 - = BLOW OFF VALVE
 - = BOLLARD
 - ☒ = CABLE BOX
 - = CABLE MARKER
 - = CLEAN-OUT
 - = E-INLET
 - ☒ = ELECTRIC BOX
 - ⚡ = FIRE DEPARTMENT CONNECTION
 - 🚩 = FLAG POLE
 - 🚰 = FLUSH VALVE (FIRE HYDRANT)
 - ⛽ = GAS METER
 - ⛽ = GAS VALVE
 - ☒ = GRATE INLET
 - ☒ = GREASE TRAP
 - = GUY ANCHOR
 - ♿ = HANDICAPPED PARKING SPACE
 - ✴ = LIGHT STANDARD
 - ⚡ = POWER POLE
 - ⊙ = SAMPLE WELL
 - ⊙ = SANITARY MANHOLE
 - ⊙ = SERVICE POLE
 - ⊙ = SIGN
 - ⊙ = STORM MANHOLE
 - 🌳 = TREE
 - △ = TELEPHONE PEDESTAL
 - ⊙ = WATER METER
 - ⊙ = WATER VALVE

- LEGEND
- AC. = ACRE
 - A.E. = AERIAL EASEMENT
 - B.L. = BUILDING LINE
 - CHB = CHORD BEARING
 - CHD = CHORD LENGTH
 - D.E. = DRAINAGE EASEMENT
 - ESMT = EASEMENT
 - B.C.C.F. = BRAZORIA COUNTY CLERK'S FILE
 - B.C.D.R. = BRAZORIA COUNTY DEED RECORDS
 - B.C.P.R. = BRAZORIA COUNTY MAP RECORDS
 - L. = LENGTH
 - L.E. = LANDSCAPE EASEMENT
 - LTD. = LIMITED
 - No. = NUMBER
 - NR = NON-RADIAL
 - P.U.E. = PUBLIC UTILITY EASEMENT
 - PVT. = PRIVATE
 - S.F. = SQUARE FEET
 - SAN.S.E. = SANITARY SEWER EASEMENT
 - STM.S.E. = STORM SEWER EASEMENT
 - U.E. = UTILITY EASEMENT
 - W.L.E. = WATER LINE EASEMENT
 - P.O.B. = POINT OF BEGINNING
 - I.R. = IRON ROD
 - I.P. = IRON PIPE
 - H.L.&P. = HOUSTON LIGHTING AND POWER
 - R.O.W. = RIGHT-OF-WAY



- NOTES:
1. ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), WITH A PROJECT SCALE FACTOR OF: 0.999867266635, AS PER GPS OBSERVATIONS.
 2. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP No. 48039C0135K, EFFECTIVE DATE OF 12/30/2020, THE SURVEYED PROPERTY LIES WITHIN ZONE "X" (SHADED), AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.
 3. THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.
 4. A METES AND BOUNDS DESCRIPTION OF THE SUBJECT TRACT HAS BEEN PREPARED BY MILLER SURVEY AND ACCOMPANIES THIS ANNEXATION MAP.

Anthony R. Peacock
ANTHONY R. PEACOCK, R.P.L.S.
TEXAS REGISTRATION NO. 5047
PEACOCK@MILLERSURVEY.COM



2790 HWY 6
ALVIN, TX 77511

REVISED:			
ANNEXATION MAP TRACT 1 18.23 ACRES TRACT 2 0.44 ACRE ALVIN I.S.D. TRANSPORTATION CENTER LOCATED IN THE A.C.H. & B. SURVEY, A-412 BRAZORIA COUNTY, TEXAS			
MILLER SURVEY		Miller Survey Firm Reg. No. 10047100	
DCCM		1760 W. Sam Houston Pkwy N. Houston, TX 77043	
713.413.1900 millersurvey.com			
JOB No.: 4648-DS	SCALE: 1"= 100'	DATE: 1/31/2024	FIELD BOOK: N/A
DWG. No.: 4648-DS - ANNEXDWG	DRAWN BY: ARH	CHECKED BY: ARP	M&B No.: 241013, 241014

County: Brazoria
Project: Alvin I.S.D. Transportation Center Annexation
M.S.G. No.: 241013
Job Number: 4648-DS

**FIELD NOTES FOR 18.23 ACRES
TRACT 1**

Being a tract of land containing 18.23 acres located within the H. C. H. & B. Survey, Abstract No. 412, Brazoria County, Texas and being a portion of Restricted Reserve "A" of the Alvin I.S.D. Transportation Center, a subdivision plat of 44.770 acres recorded in Volume (Vol.) 23, Page (Pg.) 311 of the Brazoria County Plat Records (B.C.P.R.). Said 18.23 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System of 1983 (NAD83), South Central Zone):

COMMENCING at a point on the City of Alvin Ordinance No. 85-W line at the northwest corner of said Alvin I.S.D. Transportation Center subdivision plat in County Road 148 (a.k.a. Gates Road) (width varies);

Thence, North 38 degrees 26 minutes 23 seconds East along the north line of said 44.770 acre subdivision plat, a distance of 25.94 feet to the **POINT OF BEGINNING**, being the northwest corner of Restricted Reserve "A", Block 1 of said Alvin I.S.D. Transportation Center subdivision plat;

Thence, North 38 degrees 26 minutes 23 seconds East continuing along said north line and the line common to a called 3.283 acre tract (Tract 4) recorded in the name of Bruce Jackson Clemmons of the Brazoria County Clerk's File Number (B.C.C.F. No.) 2018026091 and continuing along the line common to a called 4.194 acres (Tract 5) recorded in the name of Bruce Jackson Clemmons of the B.C.C.F. No. 2018026091, a called 2.389 acre tract recorded in the name of Sabrina Parras and Jared Clark, wife and husband B.C.C.F. No. 2020052963, a called 1.118 acre tract recorded in the name of Dana Mutina Langford and husband, Billy L. Langford, Jr. B.C.C.F. No. 1991018006, a called 1.509 acre tract recorded in the name of Teresa M. Payton B.C.C.F. No. 2008044349, for a total distance of 1,225.76 feet to the northeast corner of said Restricted Reserve "A", the northwest corner of a Drainage Easement recorded in Vol. 23, Pg. 311 of the Brazoria County Plat Records B.C.P.R. and the herein described tract;

Thence, South 51 degrees 33 minutes 37 seconds East, along the line common to said Restricted Reserve "A" and said Drainage Easement, a distance of 647.69 feet to a point on the City of Alvin Ordinance No. 84-CC line;

Thence, through and across said Restricted Reserve "A" and along said City of Alvin Ordinance No. 84-CC line, South 38 degrees 26 minutes 23 seconds West, a distance of 1,225.76 to a point on the southwesterly line of said Restricted Reserve "A", in the northeasterly line of County Road 148;

Thence, North 51 degrees 33 minutes 37 seconds West, along said southwesterly line, a distance of 647.69 feet to the **POINT OF BEGINNING** and containing 18.23 acres of land.

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

An Annexation Map of the described tract has been prepared by Miller Survey and accompanies this description.

Anthony R. Peacock

Anthony R. Peacock, R.P.L.S.
Texas Registration No. 5047



Miller Survey | DCCM
www.millersurvey.com
Texas Firm Reg. 10047100
Ph: (713) 413-1900
M&B No. 241013
Date: January 31, 2024

County: Brazoria
Project: Alvin I.S.D. Transportation Center Annexation
M.S.G. No.: 241014
Job Number: 4648-DS

**FIELD NOTES FOR 0.44 ACRE
TRACT 2**

Being a tract of land containing 0.44 acre located within the H. C. H. & B. Survey, Abstract No. 412, Brazoria County, Texas and being a portion of the dedication to the public for additional right-of-way in County Road 148 as shown on the Alvin I.S.D. Transportation Center, a subdivision plat of 44.770 acres recorded in Volume (Vol.) 23, Page (Pg.) 311 of the Brazoria County Plat Records (B.C.P.R.). Said 0.44 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System of 1983 (NAD83), South Central Zone):

BEGINNING at a point on the City of Alvin Ordinance No. 85-W line at the northwest corner of said Alvin I.S.D. Transportation Center subdivision plat in County Road 148 (a.k.a. Gates Road) (width varies);

Thence, North 38 degrees 26 minutes 23 seconds East along the north line of said 44.770 acre subdivision plat, a distance of 25.94 feet to a point, being the northwest corner of Restricted Reserve "A", Block 1 of said Alvin I.S.D. Transportation Center subdivision plat;

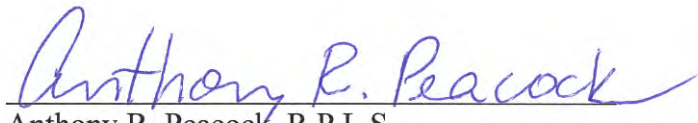
Thence, South 51 degrees 33 minutes 37 seconds East, along the southwesterly line of said Restricted Reserve "A", a distance of 647.69 feet to a point on the City of Alvin Ordinance No. 84-CC line;

Thence, South 38 degrees 26 minutes 23 seconds West along said City of Alvin Ordinance No. 84-CC line, a distance of 25.94 to a point at the intersection of said City of Alvin Ordinance No. 84-CC line and City of Alvin Ordinance No. 85-W line in County Road 148;

Thence, North 51 degrees 33 minutes 37 seconds West, along said City of Alvin Ordinance No. 85-W line in County Road 148, a distance of 647.69 feet to the **POINT OF BEGINNING** and containing 0.44 acre of land.

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

An Annexation Map of the described tract has been prepared by Miller Survey and accompanies this description.


Anthony R. Peacock, R.P.L.S.
Texas Registration No. 5047



Miller Survey | DCCM
www.millersurvey.com
Texas Firm Reg. 10047100
Ph: (713) 413-1900
M&B No. 241013
Date: January 31, 2024

Exhibit C

MUNICIPAL SERVICES PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF ALVIN

WHEREAS, the City of Alvin, Texas (the “City”) intends to institute annexation proceedings for a tract of land described more fully hereinafter (referred to herein as the “subject property”);

WHEREAS, Section 43.056 of the Texas Local Government Code, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that are existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits, and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by Chapter 43 of the Texas Local Government Code to annex the subject property into the City;

NOW, THEREFORE, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD and the volunteer fire department.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the regulatory jurisdiction of the City shall be extended to include the annexed area, and all property therein shall be subject to the City's police power regulations as set forth in state law and duly adopted ordinances.

(2) **Scheduled Municipal Services.** Due to the location of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subject property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

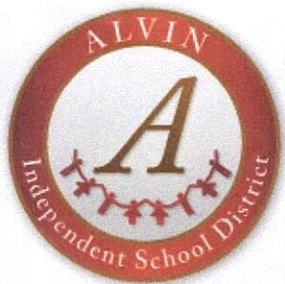
(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subject property, or applicable portions

thereof, by the utility holding a wastewater CCN for the subject property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject property's owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject property as required in City ordinances. Upon acceptance of the wastewater lines within the subject property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service.

**SCHEDULE FOR VOLUNTARY ANNEXATION
AISD**

DATE	ACTION/EVENT	LEGAL AUTHORITY
March 21, 2024	COUNCIL BY WRITTEN RESOLUTION Directs notification to landowners; and sets two (2) Public Hearings May 2, 2024 and May 16, 2024 ; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings – on or after the 40th day but before 20th day before First Reading of Ordinance
April 1, 2024	NOTICE TO PROPERTY OWNERS & utility providers	Loc. Gov't Code § 43.062
April 21, 2024* Publish notice of First Public Hearing (1 time) Send School District Notice	NEWSPAPER NOTICE RE: FIRST PUBLIC HEARING ; (If applicable Notice to Railroad) SCHOOL DISTRICT NOTICE (notify each school district of possible impact) POST NOTICE ON WEB SITE and MAINTAIN UNTIL COMPLETE	Not less than 10 days nor more than 20 days before 1st public hearing. Loc. Gov't Code, §43.063 (c).
May 5, 2024* Publish notice of Second Public Hearing (1 time)	NEWSPAPER NOTICE RE: SECOND PUBLIC HEARING	Not less than 10 days nor more than 20 days before 2nd public hearing. Loc. Gov't Code, § 43.063 (c).
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 20 adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
May 2, 2024*	1st PUBLIC HEARING AND PRESENT SERVICE PLAN (Not more than 40 days before the reading of ordinance) <i>Regular Meeting</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.065 & 43.063(a).
May 16, 2024*	2nd PUBLIC HEARING AND PRESENT SERVICE PLAN (At least 20 days before reading of ordinance.) <i>Regular Meeting</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.065 & 43.063 (a).
Institution Date June 6, 2024*	READING OF ORDINANCE <i>Regular Meeting</i>	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
Within 30 days of Reading (before July 3, 2024)	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Reading (before August 5, 2024)	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads	

***Dates in BOLD are MANDATORY dates to follow this schedule. Please advise if deviation.**



ALVIN INDEPENDENT SCHOOL DISTRICT

Carol Nelson
Superintendent of Schools

February 15, 2024

PETITION FOR ANNEXATION

The Alvin Independent School District owns the following real property "the Property" in Brazoria County, Texas;

Tract 1, an 18.23 acre tract of land located within the H.C.H. & B. Survey, Abstract No. 412, Brazoria County, Texas and being a portion of Restricted Reserve "A" and, Tract 2, a 0.44 acre tract of land located within the H.C.H. & B. Survey, Abstract No. 412, Brazoria County, Texas and being a portion of the dedication to the public for additional right-of-way in County Road 148, as shown on the Alvin ISD Transportation Center, a subdivision plat of 44.770 acres recorded in Volume (Vol.) 23, Page (Pg.) 311 of the Brazoria County Plat Records (B.C.P.R.)
(see attached)

The Alvin Independent School District hereby petitions the City of Alvin, Texas, to annex the remaining portions of our property located at 2790 Hwy 6.

The Property is one half mile or less in width, contiguous to the City of Alvin, and has no qualified voters residing on it.

OWNER: Alvin Independent School District

Carol Nelson

Signature of Authorized Agent

Printed Name: Carol Nelson

Title: Superintendent of Schools

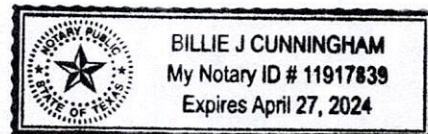
THE STATE OF TEXAS \$
COUNTY OF BRAZORIA \$

This instrument was acknowledged before me, on the 20 day of February 2024, by

Carol Nelson, as the Superintendent on behalf of

Alvin ISD

Billie J Cunningham



301 E. House Street ♦ Alvin, TX 77511 ♦ Phone 281-388-1130 ♦ FAX 281-331-3319



AGENDA COMMENTARY

Meeting Date: 3/21/2024

Department: Legal Department

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider Ordinance 24-J, granting consent to the addition of approximately 42.648 acres of land to the Brazoria County Municipal Utility District No. 81; making findings of fact; providing a severability clause; and providing an effective date.

Type of Item: Ordinance

Summary: On August 5, 2021, the City consented to the creation of Brazoria County Municipal Utility District No. 81 (the "District") by Resolution 21-R-18 within the corporate limits of the City.

On February 28, 2022, the City received a Petition for Consent to Include Additional Land from the District and D.R. Horton – Texas, LTD., to include approximately 42.648 acres into the District. Section 54.016 of the Texas Water Code provides that no land within the corporate limits of a city or within the extraterritorial jurisdiction of a city, shall be included within a municipal utility district unless such city grants its written consent to the inclusion of the land within the district.

Since receiving the Petition, the City and the District have been working on the details for water and wastewater capacity for the additional acreage.

Staff recommends approval of Ordinance 24-J.

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: 3/18/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Ord 24-J; Consent to annex into MUD 81 (Georgetown) for 42.648 acres
2. Exhibit A - Metes and Bounds and Map
3. Petition - Annex Additional 42.648 acres - MUD 81
4. Res 21-R-19; Utility Services Contract for MUD 81
5. Res 23-R-05; First Amendment to the Utility Services Contract for MUD 81

Recommendation: Move to approve Ordinance 24-J, granting consent to the addition of approximately 42.648 acres of land to the Brazoria County Municipal Utility District No. 81; making findings of fact; providing a severability clause; and providing an effective date.

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

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

ORDINANCE 24-J

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, GRANTING CONSENT TO THE ADDITION OF APPROXIMATELY 42.648 ACRES OF LAND TO BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 81; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvin, Texas (the “City”), consented to the creation of Brazoria County Municipal Utility District No. 81 (the “District”) by Resolution 21-R-18, passed and adopted by City Council on August 5, 2021; and

WHEREAS, the District and D.R Horton – Texas, LTD., the owner of the land herein described, have petitioned the City to consent to the addition to the District approximately 42.648 acres of land more fully described in the Petition and the Exhibit attached hereto as Exhibit A; and

WHEREAS, the land sought to be annexed into the District is situated wholly within the corporate limits of the City of Alvin, Texas, and is not within such jurisdiction of any other city; and

WHEREAS, Section 54.016 of the Texas Water Code, as amended, provides that no land within the corporate limits of a city or within the extraterritorial jurisdiction of a city, shall be included within a municipal utility district unless such city grants its written consent to the inclusion of the land within the district; and

WHEREAS, the City Council of the City desires to create Ordinance No. 24-J as set forth herein for the purpose of consenting to the addition of said land to the District and establishing the terms and conditions of such consent.

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

Section 1. The facts and recitals set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The City Council of the City of Alvin, Texas, hereby grants its specific written consent to the addition of the approximately 42.648 acres of land referenced above that are situated within the corporate limits of the City of Alvin, Texas, into the District as described in the Petition and the exhibit, attached hereto as Exhibit A. This Ordinance shall not impair the effectiveness of any agreement between the City and the District dated prior to the effective date hereof or conditions contained in Resolution 21-R-18, consenting to the creation of the District.

Section 3. In addition to all the rights and remedies provided by the laws of the State of Texas, in the event the District violates the terms and provisions of the City’s written consent, the City shall be entitled to injunctive relief or a writ of mandamus issued by a court of

competent jurisdiction restraining, compelling or requiring the District and its officials to observe and comply with the terms and provisions of this Ordinance.

Section 4. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.

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

PASSED AND APPROVED on this the 21st day of March 2024.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

**METES AND BOUNDS DESCRIPTION
FOR**

A 42.648 acre, or 1,857,761 square feet more or less, tract of land, being a portion of a 132.008 acre tract of land conveyed to D.R. HORTON -TEXAS, LTD., and described as "Parcel 1" in a deed recorded in Galveston Harris County Clerk's File No. 2021029966, and co-recorded in Brazoria County Clerk's File No. 2021027288 tract being out partially out of Blocks 12 and 13 of the Willeford and Arnim's Addition to Alvin, as shown on the map recorded in Volume 15, Page 592 of the Deed Records of Brazoria County, Texas, situated in Section 22 of the Hooper and Wade Survey, Abstract No. 491, Block 1, Section 22 of the I&GN RR Co. Survey, Abstract No. 693, Block 1, Section 23, I&GN RR Co. Survey, Abstract No. 740, in Brazoria County, and Galveston County, Texas, and being more fully described as follows, with bearings based on the Texas Coordinate System of 1983, established for the South Central Zone, from the North American Datum of 1983 (NA2011), epoch 2010.00:

- BEGINNING:** At a 1/2 inch iron rod found on the southeast right-of-way line of F.M. 528, a 180-foot wide right-of-way, on the south line of said Block 12, the north line of said Block 11, in the center of a called 40-foot wide road (unimproved, not open) as shown on the map of said Willeford and Arnim's Addition to Alvin, at the southwest corner of said 132.008 acre tract, for a southwest corner of this tract;
- THENCE:** N 29°11'07" E, along and with the southeast right-of-way line of said F.M. 528 and the west line of said 132.008 acre tract, at a distance of 1408.58 feet passing a found 1/2 inch iron rod, at a distance of 1488.58 feet passing a found 1/2 inch iron rod, and continuing an additional 41.28 feet, for a total distance of 1529.86 feet to a 5/8 inch iron rod with a cap marked "Pape-Dawson" found for a northwest corner of said 132.008 acre tract, on the west line of a called 15.0859 acre tract of land, conveyed to George A. Bofysil, Jr., Trustee and described in a deed recorded in Galveston County Clerk's File No. 8612043;
- THENCE:** Departing the southeast right-of-way line of said F.M. 528, along and with the north line of said 132.008 acre tract, the following courses and distances:
- S 60°48'53" E, a distance of 150.00 feet to a found 5/8 inch iron rod with a cap marked "Pape-Dawson",
- S 29°11'07" W, a distance of 108.59 feet to a found 5/8 inch iron rod with a cap marked "Pape-Dawson",

Northeasterly, along a non-tangent curve to the left, having a radial bearing of N 08°17'49" E, a radius of 540.00 feet, a central angle of 27°52'57", a chord bearing and distance of N 84°21'20" E, 260.20 feet, for an arc length of 262.79 feet to a found 5/8 inch iron rod with a cap marked "Pape-Dawson",

N 70°24'52" E, a distance of 120.95 feet to a found 5/8 inch iron rod with a cap marked "Pape-Dawson",

Northeasterly, along a tangent curve to the right, having a radius of 860.00 feet, a central angle of 14°24'27", a chord bearing and distance of N 77°37'05" E, 215.69 feet, for an arc length of 216.25 feet to a point on the approximate line between the City of Friendswood and the City of Alvin, also being the approximate line between Brazoria and Galveston counties;

THENCE: S 32°08'09" E, departing the north line of said 132.008 acre tract, over and across said 132.008 acre tract, along and with said approximate line, a distance of 2029.69 feet to a point on the south line of said 132.008 acre tract, the north line of Hall's Addition to Alvin, Texas, a subdivision recorded in Volume 14, Page 304, of the Deed Records of Galveston County, Texas;

THENCE: S 87°07'02" W, along and with the common line between said 132.008 acre tract and said Hall's Addition, a distance of 452.96 feet to a found 5/8 inch iron rod with a cap marked "Pape-Dawson" for the southwest corner of said 132.008 acre tract, at the northwest corner of said Hall's Addition;

THENCE: N 03°18'16" W, along and with a west line of said 132.008 acre tract, a distance of 579.06 feet to a 5/8 inch iron rod found for an interior corner of said 132.008 acre tract;

THENCE: S 86°39'50" W, along and with a south line of said 132.008 acre tract, and the south line of Block 13 and said Block 12, and the north line of said Block 14 and said Block 11, in the center of a called 40-foot wide road (unimproved, not open) as shown on the map of said Willeford and Arnim's Addition to Alvin, at a distance of 5.26 feet passing a found 1 inch iron pipe, and continuing, at a distance of 25.81 feet passing a found 2 inch iron pipe, and continuing, at a distance 1833.74 feet passing a found 1/2 inch iron rod, and continuing for a total distance of 2004.86 feet to the POINT OF BEGINNING, and containing 42.648 acres in the City of Alvin, Brazoria County, Texas. Said tract being described in accordance with a survey made on the ground, and a survey map prepared under job number 49187-20 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: November 2, 2021
Job No.: 49163-20
DOC. ID. K:\Survey\Survey20\49187-20\Word\FN49187-20 42.648 AC ALVIN.docx



A handwritten signature in blue ink that reads "Jonathan Franz".

- NOTES:**
- THIS EXHIBIT IS ATTACHED TO AND IS MADE A PART OF A METES & BOUNDS DESCRIPTION OF THE SAME EASEMENT.
 - ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (4204), NAD-83 (NA 2011), EPOCH 2010.00.

LEGEND:

- BCDR BRAZORIA COUNTY DEED RECORDS
- BCCF NO. BRAZORIA COUNTY CLERK'S FILE NUMBER
- FD. FOUND
- GCCR GALVESTON COUNTY DEED RECORDS
- GCCF NO. GALVESTON COUNTY CLERK'S FILE NUMBER
- IR IRON ROD
- P.O.B. POINT OF BEGINNING
- (PD) 5/8" IRON ROD WITH CAP "PAPE DAWSON"
- R.O.W. RIGHT-OF-WAY



Jonathan Franz

D.R. HORTON - TEXAS, LTD.
PORTION OF "PARCEL 1"
132.008 ACRES
GCCF NO. 2021029966
BCCF NO. 2021027288



GEORGE A. BOFYSIL, JR.,
TRUSTEE
CALLED 15.0859 ACRES
GCCF NO. 8612043

I&GN RR CO SURVEY
BLOCK 1, SECTION 22
ABSTRACT 693 (PD)

HOOPER AND WADE SURVEY
SECTION 22
ABSTRACT 675

**APPROXIMATE
CITY LIMIT LINE, COUNTY LINE,
& SURVEY ABSTRACT LINE**

HOOPER AND WADE SURVEY
SECTION 22
ABSTRACT 491

F.M. 528
(180' R.O.W.)
N29°11'07"E 1529.86'

42.648 ACRES
(1,857,761 SQ. FT. MORE OR LESS)
D.R. HORTON - TEXAS, LTD.
PORTION OF "PARCEL 1"
132.008 ACRES
GCCF NO. 2021029966
BCCF NO. 2021027288

BLOCK 13
NORTH ALVIN
WILFORD & ARNOLD
ADDITION TO ALVIN
VOLUME 15, PAGE 592, BCDR

LINE TABLE		
LINE	BEARING	LENGTH
L1	S60°48'53"E	150.00'
L2	S29°11'07"W	108.59'
L3	N70°24'52"E	120.95'

CURVE TABLE			
CURVE	RADIUS	DELTA	CHORD BEARING
C1	540.00'	27°52'57"	N84°21'20"E
C2	860.00'	14°24'27"	N77°37'05"E

I&GN RR CO SURVEY
BLOCK 1
SECTION 23
ABSTRACT 740 (PD)

S87°07'02"W 452.96'

HALL'S ADDITION TO ALVIN, TEXAS
VOLUME 14, PAGE 304, GCCR

JOB No.: 49187-20 - SHEET 1 OF 1

NOV. 2021

**PAPE-DAWSON
ENGINEERS**

NORTH HOUSTON | SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
24445 TOMBALL PARKWAY, STE 200 | TOMBALL, TX 77375 | 281.655.0634
TEPE FIRM REGISTRATION #4270 | TEPLS FIRM REGISTRATION #10193974

**EXHIBIT OF
42.648 ACRES
IN THE CITY OF ALVIN
BRAZORIA COUNTY, TEXAS**

BLOCK 11

BLOCK 12

P.O.B.
FD. 1/8" IR

S86°39'50"W 2004.86'

FD. 5/8" IR

BLOCK 4

BLOCK 3

BLOCK 1

BLOCK 2

BLOCK 3

PETITION FOR CONSENT TO INCLUDE ADDITIONAL LAND IN
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 81

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

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

D.R. HORTON – TEXAS, LTD., being the holder of title to all of, and therefore, a majority in value of the land hereinafter described, as such values are indicated by the tax rolls of the central appraisal district of Brazoria County, Texas ("Landowner"), and Brazoria County Municipal Utility District No. 81 ("District") (Landowner and District hereinafter called "Petitioner"), acting pursuant to the provisions of Section 54.016, Texas Water Code, as amended, respectfully petition for consent to include additional land in a municipal utility district. In support of this petition, Petitioner shows as follows:

I.

The District, to which the land hereinafter described is sought to be annexed, exists under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code, as amended and was created by order of the Texas Commission on Environmental Quality dated January 13, 2022. Landowner is the sole owner and holder of fee simple title to the land sought to be annexed to the District, as indicated by the tax rolls of the central appraisal district of Brazoria County, Texas. Landowner represents and warrants that there are no holders of liens against said land.

II.

The land sought to be added to the District contains approximately 42.648 acres of land, more or less, and lies wholly within Brazoria County, Texas. Under the provisions of Vernon's Texas Civil Statutes, Local Government Code, Section 42.001 et seq., as amended, said area is within the corporate limits of the City of Alvin and is not within such jurisdiction of any other city. All of the territory to be annexed may properly be annexed to the District.

III.

The land sought to be added to the area of the District is described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes.

IV.

The general nature of the work proposed to be done in the area sought to be annexed shall be the purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment and appliances necessary to:

- (1) provide a water supply for municipal, domestic and commercial purposes;
- (2) collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;
- (3) gather, conduct, divert and control local storm water or other harmful excesses of water in the area; and
- (4) finance, develop and maintain recreational facilities for the people of the District if and as allowed by applicable law;
- (5) design, acquire, construct, finance and issue bonds for roads pursuant to applicable law, as amended ("Road Powers"), as, if, and when required; and
- (6) to provide such other facilities, systems, plants and enterprises as shall be consistent with the purposes for which the District is created and permitted under state law.

V.

The area of the District is urban in nature, is within the growing environs of the City of Alvin and is in close proximity to populous and developed sections of Brazoria County. The District's area will, within the immediate future, experience a substantial and sustained residential and commercial growth. Therefore, there is a necessity for the improvements described above for the following reasons:

- (1) The land sought to be added to the District is not supplied with adequate water and sanitary sewer facilities and services, or with adequate drainage facilities nor is it presently economically feasible for such facilities to be added to said land. The health and welfare of the present and future inhabitants of the District, the land sought to be added to the District, and of territories adjacent thereto require the installation and acquisition of adequate water, sanitary sewer, and drainage facilities for and within the land sought to be added to the District.
- (2) The present and future inhabitants of the District, the land sought to be added to the District, and of territories adjacent thereto require recreational facilities, as same are necessary and desirable for the health and well-being of such inhabitants. The land sought to be added to the District does not currently include adequate recreational facilities.
- (3) The present and future inhabitants of the District, the land sought to be added to the District and of territories adjacent thereto require adequate road facilities, as same are

necessary and desirable for the health and welfare of such inhabitants, and for the orderly growth of residential and commercial development within the area and territories adjacent thereto. Road Powers are of necessity to the land within the District and the land sought to be added to the District as such powers will allow the District to construct, acquire, improve, and provide financing for road facilities that may not otherwise be constructed in a manner that will proactively address safety, capacity, durability, economic feasibility, and regional mobility issues.

A public necessity exists for the addition of said lands to the District to promote and protect the purity and sanitary condition of the State's waters and the public health and welfare of the community, by and through the purchase, construction, extension, improvement, maintenance and operation of a water supply and sanitary sewer system, drainage facilities, recreational facilities (if allowed by applicable law), and road facilities.

VI.

The Petitioner agrees and hereby covenants that if the requested consent to the annexation of the land to the District is given, the Petitioner will adopt and abide by the conditions set forth in Exhibit "B" attached hereto and incorporated herein for all purposes.

VII.

It is now estimated by the Petitioner from such information as is available at this time, that the amount of bonds necessary to be issued to finance development costs contemplated within the area proposed to be annexed will be approximately \$13,881,000.

WHEREFORE, Petitioner respectfully prays that this petition be granted in all respects and that the City of Alvin give its consent to the annexation of the aforesaid land into said District.

{Signature Pages Follow}

WHEREFORE, Petitioner respectfully prays that this petition be granted in all respects and that the City of Alvin give its consent to the annexation of the aforesaid land into said District.

Dated this the 23rd day of February, 2022.

D.R. HORTON – TEXAS, LTD., a Texas limited partnership

By: D.R. Horton, Inc., a Delaware corporation,
its Authorized Agent

By: [Signature]
Name: Jonathan Woodruff
Title: Assistant Vice President

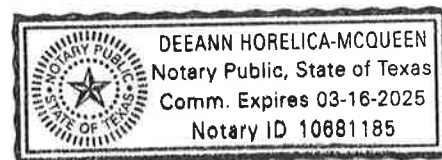
Petitioner

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on this 23rd day of February, 2022, by Jonathan Woodruff, Assistant Vice President of D.R. Horton, Inc., a Delaware corporation in its capacity as Authorized Agent, of D.R. Horton – Texas, Ltd., a Texas limited partnership, on behalf of said entities.

[Signature]
Notary Public in and for the
State of TEXAS

(SEAL)



BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 81

By: Alan Veenendaal
Name: Alan Veenendaal
Title: President, Board of Directors

By: Jarvis Franke
Name: JARRIS FRANKE
Title: Secretary, Board of Directors

(SEAL)

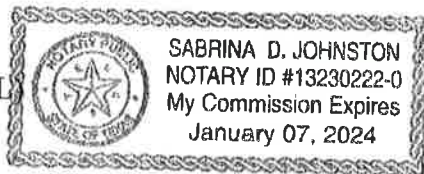


THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 27th day of January, 2022, by Alan Veenendaal, the President of BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 81, on behalf of said district.

Sabrina D. Johnston
Notary Public in and for the
State of TEXAS

(SEAL)



**METES AND BOUNDS DESCRIPTION
FOR**

A 42.648 acre, or 1,857,761 square feet more or less, tract of land, being a portion of a 132.008 acre tract of land conveyed to D.R. HORTON -TEXAS, LTD., and described as "Parcel 1" in a deed recorded in Galveston Harris County Clerk's File No. 2021029966, and co-recorded in Brazoria County Clerk's File No. 2021027288 tract being out partially out of Blocks 12 and 13 of the Willeford and Arnim's Addition to Alvin, as shown on the map recorded in Volume 15, Page 592 of the Deed Records of Brazoria County, Texas, situated in Section 22 of the Hooper and Wade Survey, Abstract No. 491, Block 1, Section 22 of the I&GN RR Co. Survey, Abstract No. 693, Block 1, Section 23, I&GN RR Co. Survey, Abstract No. 740, in Brazoria County, and Galveston County, Texas, and being more fully described as follows, with bearings based on the Texas Coordinate System of 1983, established for the South Central Zone, from the North American Datum of 1983 (NA2011), epoch 2010.00:

- BEGINNING:** At a 1/2 inch iron rod found on the southeast right-of-way line of F.M. 528, a 180-foot wide right-of-way, on the south line of said Block 12, the north line of said Block 11, in the center of a called 40-foot wide road (unimproved, not open) as shown on the map of said Willeford and Arnim's Addition to Alvin, at the southwest corner of said 132.008 acre tract, for a southwest corner of this tract;
- THENCE:** N 29°11'07" E, along and with the southeast right-of-way line of said F.M. 528 and the west line of said 132.008 acre tract, at a distance of 1408.58 feet passing a found 1/2 inch iron rod, at a distance of 1488.58 feet passing a found 1/2 inch iron rod, and continuing an additional 41.28 feet, for a total distance of 1529.86 feet to a 5/8 inch iron rod with a cap marked "Pape-Dawson" found for a northwest corner of said 132.008 acre tract, on the west line of a called 15.0859 acre tract of land, conveyed to George A. Bofysil, Jr., Trustee and described in a deed recorded in Galveston County Clerk's File No. 8612043;
- THENCE:** Departing the southeast right-of-way line of said F.M. 528, along and with the north line of said 132.008 acre tract, the following courses and distances:
- S 60°48'53" E, a distance of 150.00 feet to a found 5/8 inch iron rod with a cap marked "Pape-Dawson",
- S 29°11'07" W, a distance of 108.59 feet to a found 5/8 inch iron rod with a cap marked "Pape-Dawson",

Northeasterly, along a non-tangent curve to the left, having a radial bearing of N 08°17'49" E, a radius of 540.00 feet, a central angle of 27°52'57", a chord bearing and distance of N 84°21'20" E, 260.20 feet, for an arc length of 262.79 feet to a found 5/8 inch iron rod with a cap marked "Pape-Dawson",

N 70°24'52" E, a distance of 120.95 feet to a found 5/8 inch iron rod with a cap marked "Pape-Dawson",

Northeasterly, along a tangent curve to the right, having a radius of 860.00 feet, a central angle of 14°24'27", a chord bearing and distance of N 77°37'05" E, 215.69 feet, for an arc length of 216.25 feet to a point on the approximate line between the City of Friendswood and the City of Alvin, also being the approximate line between Brazoria and Galveston counties;

THENCE: S 32°08'09" E, departing the north line of said 132.008 acre tract, over and across said 132.008 acre tract, along and with said approximate line, a distance of 2029.69 feet to a point on the south line of said 132.008 acre tract, the north line of Hall's Addition to Alvin, Texas, a subdivision recorded in Volume 14, Page 304, of the Deed Records of Galveston County, Texas;

THENCE: S 87°07'02" W, along and with the common line between said 132.008 acre tract and said Hall's Addition, a distance of 452.96 feet to a found 5/8 inch iron rod with a cap marked "Pape-Dawson" for the southwest corner of said 132.008 acre tract, at the northwest corner of said Hall's Addition;

THENCE: N 03°18'16" W, along and with a west line of said 132.008 acre tract, a distance of 579.06 feet to a 5/8 inch iron rod found for an interior corner of said 132.008 acre tract;

THENCE: S 86°39'50" W, along and with a south line of said 132.008 acre tract, and the south line of Block 13 and said Block 12, and the north line of said Block 14 and said Block 11, in the center of a called 40-foot wide road (unimproved, not open) as shown on the map of said Willeford and Arnim's Addition to Alvin, at a distance of 5.26 feet passing a found 1 inch iron pipe, and continuing, at a distance of 25.81 feet passing a found 2 inch iron pipe, and continuing, at a distance 1833.74 feet passing a found 1/2 inch iron rod, and continuing for a total distance of 2004.86 feet to the POINT OF BEGINNING, and containing 42.648 acres in the City of Alvin, Brazoria County, Texas. Said tract being described in accordance with a survey made on the ground, and a survey map prepared under job number 49187-20 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: November 2, 2021
Job No.: 49163-20
DOC. ID. K:\Survey\Survey20\49187-20\Word\FN49187-20 42.648 AC ALVIN.docx



A handwritten signature in blue ink that reads "Jonathan Franz".

- NOTES:**
- THIS EXHIBIT IS ATTACHED TO AND IS MADE A PART OF A METES & BOUNDS DESCRIPTION OF THE SAME EASEMENT.
 - ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (4204), NAD-83 (NA 2011), EPOCH 2010.00.

LEGEND:

- BCDR BRAZORIA COUNTY DEED RECORDS
- BCCF NO. BRAZORIA COUNTY CLERK'S FILE NUMBER
- FD. FOUND
- GCCR GALVESTON COUNTY DEED RECORDS
- GCCF NO. GALVESTON COUNTY CLERK'S FILE NUMBER
- IR IRON ROD
- P.O.B. POINT OF BEGINNING
- (PD) 5/8" IRON ROD WITH CAP "PAPE DAWSON"
- R.O.W. RIGHT-OF-WAY



Jonathan Franz

D.R. HORTON - TEXAS, LTD.
PORTION OF "PARCEL 1"
132.008 ACRES
GCCF NO. 2021029966
BCCF NO. 2021027288



I&GN RR CO
SURVEY
BLOCK 1
SECTION 23
ABSTRACT 740

S87°07'02"W 452.96'

HALL'S ADDITION TO ALVIN, TEXAS
VOLUME 14, PAGE 304, GCCR

JOB No.: 49187-20 - SHEET 1 OF 1

NOV. 2021

GEORGE A. BOFYSIL, JR.,
TRUSTEE
CALLED 15.0859 ACRES
GCCF NO. 8612043

I&GN RR CO SURVEY
BLOCK 1, SECTION 22
ABSTRACT 693

HOOPER AND
WADE SURVEY
SECTION 22
ABSTRACT 675

APPROXIMATE
CITY LIMIT LINE, COUNTY LINE,
& SURVEY ABSTRACT LINE

HOOPER AND WADE SURVEY
SECTION 22
ABSTRACT 491

CITY OF FRIENDSWOOD
GALVESTON COUNTY
CITY OF ALVIN
BRAZORIA COUNTY

42.648 ACRES
(1,857,761 SQ. FT. MORE OR LESS)

D.R. HORTON - TEXAS, LTD.
PORTION OF "PARCEL 1"
132.008 ACRES
GCCF NO. 2021029966
BCCF NO. 2021027288

WILFORD & ARNOLD'S
ADDITION TO ALVIN
VOLUME 15, PAGE 592, BCCR
BLOCK 14

S86°39'50"W 2004.86'

N03°18'16"W 579.06'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S60°48'53"E	150.00'
L2	S29°11'07"W	108.59'
L3	N70°24'52"E	120.95'

CURVE TABLE			
CURVE	RADIUS	DELTA	CHORD BEARING
C1	540.00'	27°52'57"	N84°21'20"E
C2	860.00'	14°24'27"	N77°37'05"E

**PAPE-DAWSON
ENGINEERS**

NORTH HOUSTON | SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
24445 TOMBALL PARKWAY, STE 200 | TOMBALL, TX 77375 | 281.655.0634
TEPE FIRM REGISTRATION #4270 | TEPLS FIRM REGISTRATION #10193974

EXHIBIT OF
42.648 ACRES
IN THE CITY OF ALVIN
BRAZORIA COUNTY, TEXAS

Block 11

Block 12

Block 13

Block 3

Block 4

F.M. 528
(180' R.O.W.)
N29°11'07"E 1529.86'

P.O.B.
FD. 1/8" IR

Date: Nov 02, 2021, 2:56pm User: JF: jfranz
File: K:\Survey\49187-20\42.648 ALVIN.dwg

EXHIBIT "B"
Consent Conditions

(a) The District may issue notes, bonds, including refunding bonds, or other obligations (collectively, the "District Obligations") for any purposes authorized by law, including, but not limited to, purchasing, refinancing, designing and constructing or otherwise acquiring roads, waterworks systems, sanitary sewer systems, storm sewer systems, and drainage facilities, park and recreational facilities or parts of such systems or facilities, and to make any and all necessary purchases, constructions, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, rights-of-way, easements, sites, equipment, buildings, plants, structures and facilities therefore (the "System").

(b) The following conditions shall apply to the sale of the District Obligations:

1. No District Obligations may be issued until all terms of the ordinance or resolution of the City granting consent to the creation of the District have been satisfied.
2. The District Obligations must provide that the District reserves the right to redeem said District Obligations on any date on or before the 15th anniversary of the date of issuance without premium.
3. No District Obligations, other than refunding bonds, will be sold for less than 95 percent (95%) of par.
4. The net effective interest rate on District Obligations so sold, taking into account any discount or premium as well as the interest rate borne by such District Obligations, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date of the sale of such District Obligations.
5. The District Obligations, except bond anticipation notes, which may be secured in any manner authorized by Section 49.154, Texas Water Code, shall be solely payable from and secured by an ad valorem tax levied, without limit as to rate or amount, by the District upon all taxable property located within the District.
6. The District Obligations shall not constitute a debt of the City or a pledge of the faith and credit of the City and all District Obligations shall contain on the face thereof a statement to the effect that the City shall not be obligated to pay the same or the interest thereon and that neither the faith and credit nor the taxing power of the City or any political corporation, subdivision, or agency thereof other than the District is pledged to the payment of the principal of or the interest on such District Obligations.
7. Subject to the City's subsequent adoption of any ordinance setting forth additional procedures and standards for the refunding of indebtedness by

conservation and reclamation districts located in the municipal boundaries or extraterritorial jurisdiction of the City, the District may issue refunding bonds to refund any District Obligation if:

- i. The refunding transaction provides both gross debt service savings and net present value savings;
- ii. The net present value savings, as certified by the District's Financial Advisor, is three percent (3%) or more of the principal amount of the refunded bonds; and
- iii. The date of the latest scheduled maturity of the refunding bonds is not later than the date of the latest scheduled maturity of the bonds to be refunded.

(c) No land will be added or annexed to the District until the City has given its written consent by resolution of the City Council to such addition or annexation.

(d) Before the commencement of any construction within the District, the engineer or other representatives of the District or a developer of land within the District shall submit to the City or its designated representative all plans and specifications for the construction of water, sanitary sewer and drainage facilities, lift stations, park and recreational facilities, road facilities, and appurtenances thereto, to serve the District (the "District Facilities") and obtain the City's approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes, water service lines and sewer service lines, lift stations, and appurtenances thereto, installed or used within the District will comply with the City's standard plans and specifications as amended from time to time. The construction of the District Facilities shall be in accordance with the approved plans and specifications and with applicable standards and specifications of the City. During the progress of construction of the District Facilities, the City may make periodic on-the-ground inspections.

(e) In the event that the District operates a sewage treatment facility, representatives of the City may supervise the continued operations of the sewage treatment facility by making periodic inspections thereof.

(f) The District will not permit the construction of water and sewer facilities to serve any development within the District that will result in a wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow limitations or the District's allocated capacity therein.

(g) Prior to the sale of any lot or parcel of land within the District, the owner or the developer of the land shall obtain the approval of the Planning Commission of the City of a plat which will be duly recorded in the Official Records of Brazoria County, Texas, and otherwise comply with the applicable rules and regulations of the City.

(h) The District agrees to provide the City with two (2) copies of all applications, requests or reports it files with the TCEQ.

RESOLUTION NO. 21-R-19

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, APPROVING THE UTILITY SERVICES CONTRACT WITH D.R. HORTON, INC., FOR THE WATERMARK DEVELOPMENT, A 223-HOME RESIDENTIAL TRACT; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City of Alvin, Texas (the "City"), is a municipal corporation that provides a full-range of governmental services to its citizens, and the City owns and operates water production and distribution facilities and wastewater collection and treatment facilities and provides other municipal services; and

WHEREAS, Watermark Development is a residential development located along East House Street across State Highway 35, and this development will have 223 residential homes on approximately 103.714 acres (the "Property"); and

WHEREAS, D.R. Horton, Inc. is requesting a Utility Services Contract that will allow the City to provide water/wastewater services to the Watermark development; and

WHEREAS, D.R. Horton, Inc. has presented a petition to the City requesting that the City consent to the annexation of 59.780 acres of the Property into the proposed Brazoria County Municipal Utility District No. 81 (the "District") in order to assist in defraying the costs of the necessary infrastructure for the Watermark development. **NOW, THEREFORE**,

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

Section 1. Findings

(a) the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are adopted as part of this Resolution for all purposes.

(b) It is hereby found and declared that the terms of this Resolution will be beneficial to the City and its citizens.

Section 2. Approval of Utility Services Contract. City Council does hereby approve the Utility Services Contract with D.R. Horton, Inc.

Section 3. 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.

This Resolution shall be effective on the date of passage in accordance with the Alvin City Charter.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED on this the 5th day of August 2021.

CITY OF ALVIN, TEXAS

By: _____

Paul A. Horn, Mayor

ATTEST

By: _____

Dixie Roberts, City Secretary

**UTILITY SERVICES CONTRACT
BETWEEN
THE CITY OF ALVIN, TEXAS
AND
D.R. HORTON, INC.
ON BEHALF OF THEMSELVES AND PROPOSED
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 81**

This UTILITY SERVICES CONTRACT (the "Contract") is entered into between THE CITY OF ALVIN, TEXAS (the "City"), and D.R. HORTON, INC., a Delaware corporation ("Developer"), on behalf of themselves and proposed BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 81 (the "District") (hereinafter the term "District" shall be construed to include both Developer and the District, as it is the intention of the parties to this Contract that all rights, benefits and obligations pursuant to this Contract shall ultimately be assigned to the District upon its creation and confirmation, except as otherwise provided herein. Thus, the representations made herein by the District represent Developer's commitment to cause or direct the same to occur).

RECITALS

The City is a municipal corporation that provides a full-range of governmental services to its citizens. The City owns and operates water production and distribution facilities, wastewater collection and treatment facilities, a fire department, and provides other municipal services.

Developer owns a tract of approximately 103.714 acres in Brazoria County, Texas, which is more particularly described in Exhibit A attached hereto and incorporated herein for all purposes (the "Property"). A portion of the Property consisting of 59.780 acres is within the extraterritorial jurisdiction of the City (the "ETJ Portion"), and Developer has petitioned the City to annex the ETJ Portion. The remainder of the Property is within the corporate limits of the City.

Developer has petitioned the City to consent to the creation of the District over the Property, and Developer plans to request the District to construct, finance, own, and operate a water distribution system and a wastewater collection system to serve the Property. The development will occur in phases and Developer anticipates that each phase will be platted separately.

The District will be a conservation and reclamation district and a political subdivision of the State of Texas, created by the Texas Commission on Environmental Quality (the "Commission"), and will be confirmed by an election.

Developer, on behalf of itself and the District, would like to contract with the City to obtain, among other things, water supply and wastewater treatment services from the City, and to

provide for the construction and financing of the District's water and wastewater facilities to serve the District, to be transferred for ownership, operation, and maintenance by the City after completion, subject to the terms of this Contract. The parties recognize that the District cannot approve and execute this Contract until the District is created and confirmed by majority vote at a confirmation election. The City has agreed to provide the services described herein under the conditions and terms set forth in this Contract.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein, the City and Developer, on behalf of itself and the District, agree as follows:

ARTICLE 1. DEFINITIONS

Unless the context indicates others, capitalized terms used in this Contract shall have the following meanings:

City means the City of Alvin, Texas.

City Wastewater System means all the wastewater treatment facilities, lines, components and equipment owned and used by the City to collect, convey, treat, monitor, regulate, and dispose of wastewater.

City Water System means all the water production pumps, lines, meters, components, facilities, and equipment owned and used by the City to pump, treat, monitor, convey, supply, and distribute water to the public.

Commission means the Texas Commission on Environmental Quality and any successor agencies exercising any of its duties and functions related to municipal utility districts.

Creation Resolution means the Resolution of the City of Alvin, Texas, containing various City conditions and requirements related to the establishment of the District.

District means proposed Brazoria County Municipal Utility District No. 81, and all land to be included in said District at creation and thereafter.

District Drainage System means the storm water system that will be constructed by the District for the collection and conveyance of collected storm water within the District.

District Obligations means the bonds, bond anticipation notes or other debt of the District.

District System means the District Water System, the District Wastewater System, and the District Drainage System.

District Wastewater System means the wastewater system that will be constructed by the District to serve the District for the collection of wastewater received from customers within the District, ending at the Point of Connection of Wastewater, and will include any sewer force main, booster pumps and lift stations that will be required to transport wastewater to the Point of Connection of Wastewater.

District Water System means the water supply and distribution system that will be constructed by the District for the treatment and distribution of potable water to serve customers of the District, ending at the Point of Connection of Water.

Oversized Facilities means water, sewer, and/or drainage facilities, sized or constructed to serve areas outside the District, if any, as further provide in Section 2.1.3.

Point of Connection of Wastewater means that point or points where the District Wastewater System connects to the City Wastewater System. The location of the Point of Connection of Wastewater shall be within an easement and/or right-of way as mutually agreed upon by Developer and the City; however, if the parties cannot agree, the City will designate the exact location.

Point of Connection of Water means that point or points where the District Water System connects to the City Water System. The location of the Point of Connection of Water shall be within an easement and/or right-of-way as mutually agreed upon by Developer and the City, however, if the parties cannot agree, the City will designate the exact location.

Wastewater means the water-carried wastes, exclusive of ground, surface, and storm waters, normally discharged from the sanitary conveniences of dwellings, including apartments, houses, hotels, office buildings and institutions, of a domestic, not industrial, nature, meeting the requirements of the City set forth in the City's Subdivision Ordinance, Chapter 21 of the City's Code of Ordinances, in particular the "Design Criteria Manual", and the City's Water and Sewer Ordinance, Chapter 25 of the City's Code of Ordinances, both as may be amended or superseded by the City from time to time.

Wastewater Services means the services provided by the City in receiving, treating, testing, and disposing of Wastewater from the District Wastewater System to the City Wastewater System in accordance with this Contract.

Water means potable water that meets federal and state standards for consumption by humans.

ARTICLE 2. AGREEMENT CONCERNING WATER SUPPLY AND WASTEWATER SERVICES TO THE DISTRICT

2.1 Construction of the District Water, Wastewater and Drainage Systems.

2.1.1 The District shall design and construct, at its sole cost and expense, a District Water System, a District Wastewater System, and a District Drainage System to serve the District. The District Water System shall include all facilities necessary to convey water from the Point of Connection of Water to the District's customers.

The District will not construct any irrigation wells.

The District agrees that it will require all contractors who construct facilities for the District that will be ultimately conveyed to the City to provide a maintenance bond to the District in compliance with the bonding requirements of the City then applicable to the construction of public facilities. The District Wastewater System shall include all facilities necessary to transport Wastewater from the District's customers to the Wastewater Point of Connection.

Plans and specifications for the District System, as well as any extensions, additions, or modifications thereto, shall be submitted to the City for review and approval prior to the District's installation or construction of same. The District System or modifications thereto, shall be designed and constructed in accordance with City standards and specifications, the Commission, and any other governmental agency having or acquiring jurisdiction over such systems. All easements in which any part of the District System are to be constructed or installed shall be dedicated to the public for installation of public utilities.

2.1.2 Upon completion of facilities comprising a component of the District System in accordance with all permits and approvals: (a) the District or Developer shall (i) order the District's Engineer to certify that the completed facilities have been completed in accordance with the plans approved by the City, (ii) certify that all bills and sums of money due in connection with the facilities have been fully paid and that the facilities are free from any and all claims and liens; (b) the District Engineer shall provide copies of the construction drawings as required by the City's subdivision ordinance; and (c) the District will then convey such facilities to the City, free and clear of all liens and encumbrances (but subject to the rights of reimbursement for funds advanced to or on behalf of the District with respect thereto), for ownership, operation and maintenance by the City. The District shall have reserved to it all capacity funded by the District in any conveyed facilities; provided that the District may not transfer or assign such reserved capacity outside the District without City consent, and any excess capacity not required to serve the District following full buildout within the

District or any Oversized Facilities shall be available to the City to serve other areas. The conveyance instrument shall be in the form attached hereto as **Exhibit B** and no conveyance shall be effective until accepted by the City in writing. The City shall incorporate conveyed facilities into the City System, and shall bill and collect for services from its customers, including customers within the District. All revenues from conveyed facilities shall be the property of the City.

2.1.3 Oversized Facilities. In conjunction with the design and construction of the District System, as described in this Article, the City may determine from time to time that certain portions of the District System should be sized to serve areas outside the District, as well as areas within the District, or the City and the District may determine that the District should construct certain water, sewer, and/or drainage facilities outside the District to serve areas outside the District (in either case, facilities sized or constructed to serve areas outside the District shall be referred to in this Agreement as the "Oversized Facilities"). Subject to the terms and conditions of this Section, the District hereby agrees that, in conjunction with the design and construction of the District System as set out in this Agreement, the District shall cooperate with the City to include the Oversized Facilities as required by the City. The City, in turn, hereby agrees that as between the District and the City, the City shall fund the greater of (a) its pro rata share of the Construction Costs of any Oversized Facilities or (b) the difference between the Construction Costs of any Oversized Facilities and what would have been the Construction Costs for the facilities needed to serve the District only. To carry out the design and construction of Oversized Facilities, the City and the District agree to enter into a Development Agreement in a form mutually agreeable to the City and the District for the oversizing of such facilities. If the Oversized Facilities are designed and constructed by the District as part of the design and construction of District System, the Construction Costs of the Oversized Facilities shall be determined in accordance with TCEQ rules and regulations so that related construction costs will be shared by the City and the District on the basis of benefits received, which are generally the design capacities in the Oversized Facilities for the City and the District respectively.

2.2 Water Distribution and Supply Facilities. The City shall provide the District with its ultimate requirements for water supply and water distribution line capacities in order to serve customers within the District's boundaries, and same shall be provided to the Point of Connection of Water.

2.3 Wastewater Treatment Plant Facilities and Wastewater Trunk Line Capacity. The City shall provide the District with its ultimate requirements for wastewater treatment and wastewater trunk line collection line capacities in order to serve customers within the District's boundaries, and same shall be provided to the Point of Connection of Wastewater.

2.4 Letter of Assurance and Issuance of Assignments of Capacity by the District. The City agrees that, at such time as the District has paid the Connection Charge as provided in Section 3.4 hereof, the City shall, upon written request, issue a letter of assurance that the District is entitled to the use and benefit of the capacities purchased by said Connection Charge. If the City has not issued such letter of assurance within forty-five (45) days following the date of said request, the District shall be deemed to have the use and benefit of said quantities of service. The District shall have the right to assign or otherwise commit all or part of its capacity to landowner(s) and developer(s) within its boundaries.

2.5 Standard of Service. After conveyance of any component of the District System, services that are provided by the City to the District under this Contract shall be substantially equivalent in quality to the water and wastewater services the City provides to other City customers not in the District. Charges, fees and rates of City customers in the District shall be the same as similarly situated customers within the City as a whole.

2.6 Inspection by the City. The City shall have access at all reasonable times to inspect the construction of the District System as the City deems necessary or desirable to verify compliance with this Contract.

2.7 Compliance with Laws and Regulations. The District shall promptly, at its sole cost, take whatever action is necessary relating to the construction of the District System in compliance with any federal or state law or regulation and the City discharge permits.

2.8 Wastewater Regional Facilities. The City anticipates providing for the District's Wastewater Services using existing treatment facilities of the City. The District shall not undertake to enter into a contract with any party, other than the City, to provide Wastewater Services for the District without the prior written approval of the City, unless the City cannot provide sufficient Wastewater Services. The District shall not provide Wastewater Services to anyone outside its boundaries without prior written approval of the City.

2.9 Records and Reports. The District shall promptly provide to the City upon request, and without charge, copies of any records or documents relating to the District System.

2.10 Term. This Contract shall be effective as of the date of its approval by the City Council of the City (the "Effective Date") and shall remain in effect for an initial term of 40 years from the Effective Date and shall automatically renew for consecutive one-year terms thereafter unless otherwise terminated as provided for herein.

2.11 Termination for Failure of the District to Approve this Contract. The City may terminate this Contract by written notice to Developer if the District has not approved and executed this Contract by the earlier of 60 days after the District's organizational meeting or January 31, 2023.

2.12 Termination on Dissolution of the District. This Contract shall terminate on the date of dissolution of the District.

2.13 Remedies Cumulative. The parties specifically agree that the remedy of specific performance of this Contract is an appropriate and necessary remedy and agree that either party may employ the remedy of specific performance in the event of a breach of this Article. It is not intended hereby to specify (and this Contract shall not be considered as specifying) an exclusive remedy for any default, but all remedies, including specific performance and mandamus, may be availed of by any party and shall be cumulative of any other remedy herein specified.

ARTICLE 3. FINANCING OF FACILITIES

3.1 Authority of District to Issue District Obligations. The District shall have authority to issue, sell and deliver District Obligations, including bonds and bond anticipation notes, from time to time, as deemed necessary and appropriate by the Board of Directors of the District, for the purposes, in such forms and manner, and as permitted or provided by federal law, the general laws of the State of Texas, and the Creation Resolution.

3.2 Purpose for District Obligations and Use of Proceeds. The District will issue District Obligations, including but not limited to bonds and bond anticipation notes, for the purposes of purchasing and constructing or otherwise acquiring the District Water System, the District Wastewater System, and any other facilities the District is authorized to acquire by state law, and to make any and all necessary capital recovery payments, purchases, construction, improvements, extensions, additions and repairs thereto, purchasing or acquiring all necessary land, rights-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor within or without the boundaries of the District, reimbursing District creation expenses, operating advances, and providing for interest to landowners and for any necessary capitalized interest and costs of issuance or refunding then outstanding District Obligations. Nothing in this Contract shall be construed to obligate the District to repair any facilities accepted by the City for ownership. Further, the parties acknowledge that it is their specific intention that the District be permitted to construct, purchase, finance or acquire road and/or recreational facilities through the issuance of District Obligations.

3.3 Construction by Third Parties. From time to time, the District may enter into one or more agreements with owners of property located within or in the vicinity of the District whereby such landowners will undertake, on behalf of the District, to pre-finance and pre-construct, in one or more phases, all or any portion of the District Water System, District Wastewater System, or other facilities permitted to be acquired by the District ("Utility Development Agreements"). Under the terms of such Utility Development Agreements, the landowners may be obligated to finance and construct the above-referenced facilities in the manner which would be required by law if such work were being performed by the District. Each Utility Development Agreement may provide for the purchase of such facilities from the landowners using the proceeds of the District Obligations, including one or more series of bonds.

3.4 Financing City Water and Wastewater Capacities. In consideration of the City's provision of water supply and distribution capacity and wastewater collection and treatment capacity, the District agrees to pay to the City such amounts per equivalent single-family residential connection to the City Wastewater System and the City Water System (the "City System"), as established pursuant to the ordinances of the City (the "Connection Charge"). The Connection Charge shall be paid to the City by or on behalf of the District before the connection of each particular improvement to the City System at the same time and manner as such fees are paid for improvements in other areas of the City outside the District. The City shall not allow connection of any improvement to the City System for which the appropriate Connection Charge has not been paid. The City may amend the Connection Charge from time to time in accordance with the requirements of state law. The District acknowledges and agrees that, besides the Connection Charge, any new connection to the City System will be subject to the fees, charges, and costs routinely collected by the City in regards to any new connection to the City's utilities whether inside or outside the District. Further, as a result of the District's funding of roads or recreational facilities, if any, the parties agree that there shall be no connection charges or impact fees for roads or recreational facilities for development within the District. Notwithstanding anything herein to the contrary, any capacities purchased by payment of a Connection Charge pursuant to this Section 3.4 shall be reserved and allocated by the City exclusively to serve property within the District and shall not be utilized to serve property outside the District.

ARTICLE 4. DISTRICT TAXES

4.1 District Taxes. The District is authorized to assess, levy and collect ad valorem taxes upon all taxable properties within the District to provide for (i) the payment in full of the District Obligations, including premium, redemption premium (if any) and interest on bonds, and to establish and maintain any interest and sinking fund, debt service fund or reserve fund, and (ii) for administration, operation, and maintenance purposes, all in accordance with applicable law. The parties agree that nothing herein shall be deemed or construed to prohibit, limit, restrict or otherwise inhibit the District's authority to levy ad valorem taxes as the Board of Directors of the District from time to time may deem necessary or the District's use of its tax revenues for any authorized purpose in accordance with applicable law. The City and the District recognize and agree that all ad valorem tax receipts and revenues collected by the District shall become the property of the District and may be applied by the District in accordance with applicable law and as deemed appropriate by the District's Board of Directors in its sole discretion.

ARTICLE 5. MISCELLANEOUS

5.1 Successors. This Contract shall be binding upon the successors or assigns of the parties hereto.

5.2 Force Majeure. If any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Contract, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Contract, then the obligations

of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority other than a party to this Contract, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability to provide water necessary for operation of the water and sewer systems hereunder or in an inability of the City to provide Water or receive Wastewater, and any other inability of any party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party when such settlement is unfavorable to it in the judgment of the party experiencing such difficulty.

5.3 Applicable Law. This Contract shall be governed by the law of the State of Texas and no lawsuit shall be prosecuted on this Contract except in a court of competent jurisdiction located in Brazoria County.

5.4 No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

5.5 Addresses and Notice. Unless otherwise provided in this Contract, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to the other (except bills), must be in writing and may be given or be serviced by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested or by delivering the same to such party, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Contract, from and after the expiration of three days after it is so deposited. Notice given in any such other manner shall be effective when received by the party to be notified. For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the City, to:

City of Alvin, Texas
216 West Sealy Street
Alvin, Texas 77511
Attn: City Manager

If to the District, to:

Schwartz, Page & Harding, L.L.P.
1300 Post Oak Blvd., Suite 1400
Houston, Texas 77056
Attn: Bryan T. Yeates

If to Developer, to:

D.R. Horton, Inc.
6744 Horton Vista Drive, Suite 100
Richmond, Texas 77407
Attn: Jonathan Woodruff

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify and any other address by written notice to the other parties at least 15 days prior to the effective date thereof.

5.6 Merger and Modification. This Contract, including the exhibits that are attached hereto and incorporated herein for all purposes, along with the ordinance of the City consenting to the creation of the District, embodies the entire agreement between the parties relative to the subject matter hereof. This Contract shall be subject to change or modification only with the written mutual consent of the parties.

5.7 Severability. The provisions of this Contract are severable, and if any part of this Contract or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Contract and the application of part of this Contract to other persons or circumstances shall not be affected thereby.

5.8 Assignability. This Contract shall be binding upon and inure to the benefit of the parties hereto and their successors and, effective upon written notice thereof to the City, shall be assignable by Developer to the District or, prior thereto, to any other entity that will purchase and/or own the Property without the prior written consent of the City.

5.9 Benefits of Contract. This Contract is for the benefit of the City, Developer, and the District and their successors and assigns and shall not be construed to confer any benefit on any other person or entity except as expressly provided for herein.

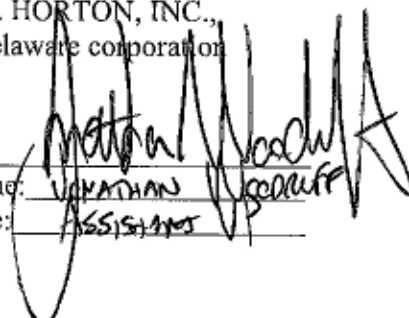
5.10 Consents and Approvals. Whenever this Contract provides for the approval or consent of one of the parties, such consent or approval shall not be unreasonably withheld or delayed.

5.11 Amendments. This Contract may not be amended, modified or supplemented without the express written consent of the City, the Developer and, once duly constituted, the District. However, all parties to this Contract hereby consent to any and all amendments, modifications or supplements necessary to conform this Contract to the final plan. Any such conforming changes shall be provided in writing by the party proposing such changes to the Contract.

[EXECUTION PAGES FOLLOW]

AGREED AND ACCEPTED as of the Effective Date.

D.R. HORTON, INC.,
a Delaware corporation

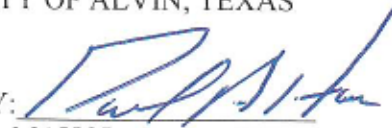
By: 

Name: JONATHAN WOODRUFF

Title: ASSISTANT

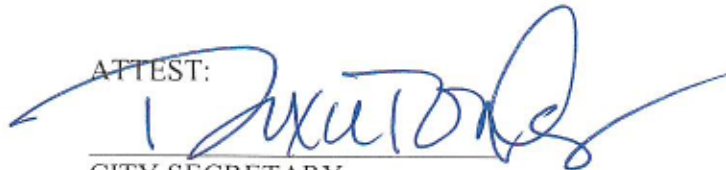
CITY OF ALVIN, TEXAS

BY:



MAYOR

ATTEST:



CITY SECRETARY

County: Brazoria
Project: Alvin 105
Job No. 209101
MBS No. 20-544

FIELD NOTES FOR 59.780 ACRES

Being a tract containing 59.780 acres of land, located in the I&G.N.R.R. Co. Survey, Abstract Number 400, in Brazoria County, Texas; Said 59.780 acre tract being a portion of a call 15.560 acre tract styled Tract 6, recorded in the name of Larry D. Smith, M.D. in File Number 1977023758 of the Official Public Records of Brazoria County (O.P.R.B.C.) and described in File Number 1973005270 of the O.P.R.B.C., a portion of a call 15.76 acre tract recorded in the name of Larry D. Smith, M.D. in File Number 1984030953 of the O.P.R.B.C. and a portion of a call 39.6486 acre tract recorded in the name of Lopeholt Properties I, L.P. in File Number 2010048601 of the O.P.R.B.C.; Said 59.780 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations);

Beginning at a concrete monument found at the southeasterly corner of a call 37.368 acre tract styled as Tract 2 and recorded in the name of Larry D. Smith, M.D. in File Number 1977023758 of the O.P.R.B.C., the northeasterly corner of a call 3.322 acre tract recorded in the name of QBIK Foot TX, LLC in File Number 2016044971 of the O.P.R.B.C., the southeasterly corner of Lot 4, Fox Subdivision, a subdivision recorded in Volume 2, Page 88 of the Brazoria County Map Records (B.C.M.R.) and being on the common line of aforesaid B.B.B.&C.R.R. Co. and I&G.N.R.R. Co. Surveys;

Thence, with the easterly line of the City of Alvin's City Limit Line, the following three (3) courses:

- 1) North 02 degrees 54 minutes 54 seconds West, a distance of 1731.26 feet;
- 2) North 86 degrees 29 minutes 45 seconds East, a distance of 538.57 feet;
- 3) North 03 degrees 01 minute 03 seconds West, a distance of 81.30 feet to the southerly Right-of-Way (R.O.W.) line of East House Street (aka County Road 719, 80-foot wide);

Thence, with said southerly R.O.W. line, South 70 degrees 26 minutes 03 seconds East, a distance of 843.84 feet to a 1/2-inch iron rod found at the northwesterly corner of Lot 1, Block 5, East Bend, a subdivision recorded in Volume 8, Pages 129 and 130 of the B.C.M.R.;

Thence, with the westerly line of said Block 5, South 03 degrees 30 minutes 15 seconds East, a distance of 562.03 feet to a 1/2-inch iron rod found at the southwesterly corner of said East Bend subdivision;

Thence, with the southerly line of said East Bend subdivision, North 86 degrees 29 minutes 45 seconds East, a distance of 835.37 feet to a PK Nail set in the centerline of aforesaid East House Street and being on the westerly line of a call 17.47 acre tract recorded in the name of SPS Properties LLC in File Number 2010032740 of the O.P.R.B.C.;

Thence, with said westerly line, South 03 degrees 30 minutes 00 seconds East, a distance of 390.49 feet to a PK Nail set in the centerline of aforesaid County Road 719 and being the south-easterly corner of aforesaid 39.6486 acre Lopeholt Properties I, LLC tract;

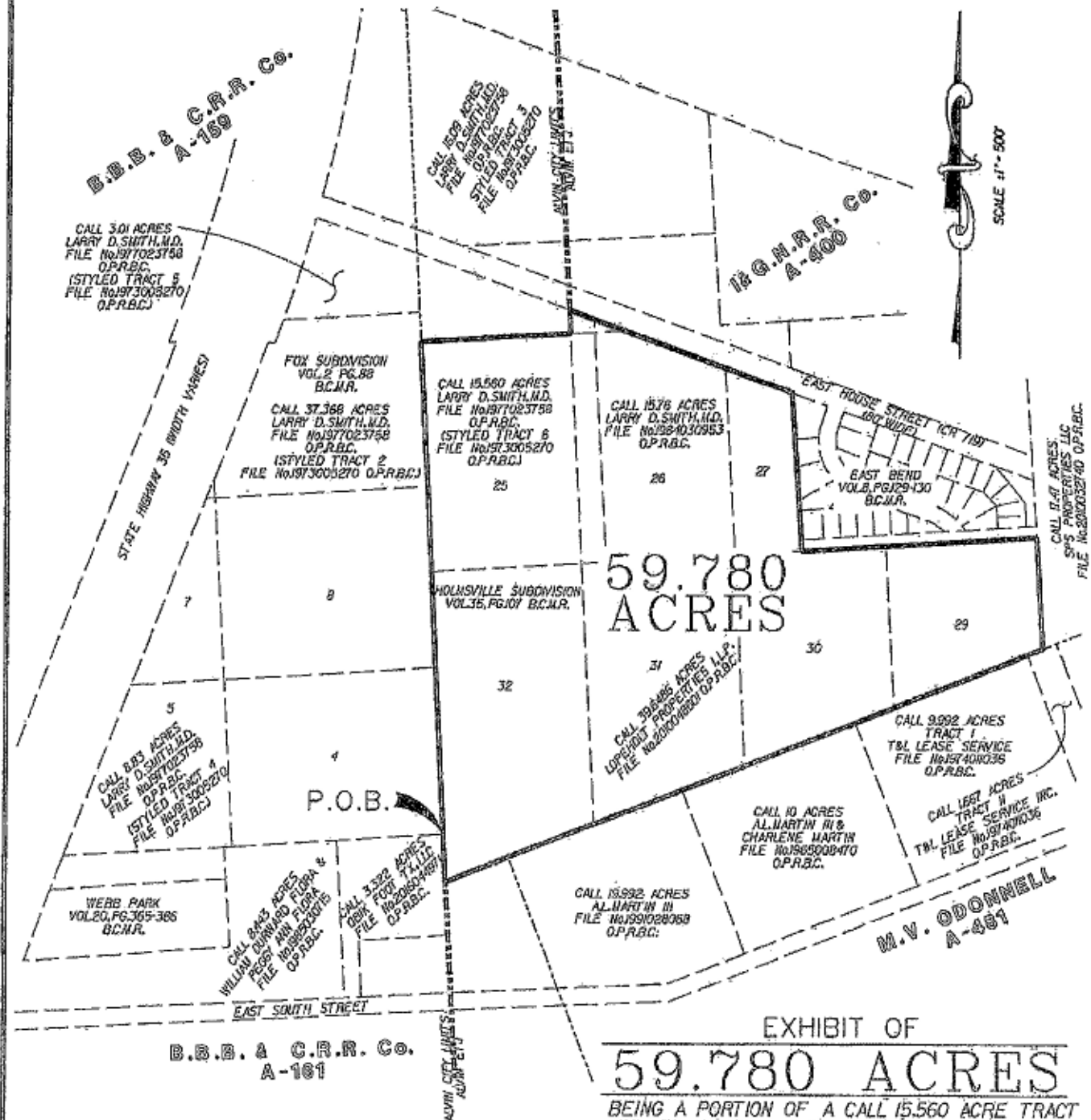
Thence, with the southerly line of said 39.6486 acre tract, the northerly line of a call 1.667 acre tract styled Tract II and a call 9.992 acre tract styled as Tract I, both recorded in the name of T&L Lease Service in File Number 1974011036 of the O.P.R.B.C., the northerly line of a call 10 acre tract recorded in the name of A.L. Martin, III and Charlene Martin in File Number 1965008470 of the O.P.R.B.C., the northerly line of a call 19.992 acre tract recorded in the name of A.L. Martin, III in File Number 1991028068 of the O.P.R.B.C. and the northerly line of a call 3.30 acre tract recorded in the name of A.L. Martin, III in File Number 2012042678 of the O.P.R.B.C., South 68 degrees 40 minutes 51 seconds West, a distance of 2279.03 feet to a 5/8-inch iron rod set on the easterly line of aforesaid 3.322 acre tract and being on the aforesaid common line of the B.B.B.&C.R.R. Co. and I&G.N.R.R. Co. Surveys;

Thence, with said easterly line, North 03 degrees 10 minutes 07 seconds West, a distance of 167.98 feet to the Point of Beginning and containing 59.780 acres of land.

GBI PARTNERS
TBEPLS Firm No. 10130300
Ph: 281.499.4539
November 17, 2020



J. P. B.
11/17/2020



SCALE 1"=500'

EXHIBIT OF
59.780 ACRES
 BEING A PORTION OF A CALL 15.560 ACRE TRACT STYLED TRACT 6 AND RECORDED IN THE NAME OF LARRY D. SMITH, M.D. IN FILE NUMBER 1977023758 OF THE O.P.R.B.C. AND DESCRIBED IN FILE NUMBER 1973005270 OF THE O.P.R.B.C., A PORTION OF A CALL 15.76 ACRE TRACT RECORDED IN THE NAME OF LARRY D. SMITH, M.D. IN FILE NUMBER 1984030953 OF THE O.P.R.B.C. AND A PORTION OF A CALL 39.6486 ACRE TRACT RECORDED IN THE NAME OF LOPEHOLT PROPERTIES, L.P. IN FILE NUMBER 2010048601 OF THE O.P.R.B.C. LOCATED IN THE I. & G. N. R. R. Co. SURVEY, A-400 BRAZORIA COUNTY, TEXAS
 NOVEMBER 2020



GBI PARTNERS
 LAND SURVEYING CONSULTANTS
 TBPELS FIRM No. 10130300
 4724 Vista Road Pasadena, Texas 77505
 Phone: 281-499-4539 • www.gbisurvey.com
 JOB NO: 209101
 SCALE: 1"=500'
 DATE: 11/17/2020
 MBS No.: 20-544

County: Brazoria
Project: Alvin 105
Job No. 209101
MBS No. 20-543

FIELD NOTES FOR 43.934 ACRES

Being a tract containing 43.934 acres of land, located in the B.B.B. & C.R.R. Co. Survey, Abstract Number 159 and the I&G.N.R.R. Co. Survey, Abstract Number 400, in Brazoria County, Texas; Said 43.934 acre tract being a portion of a call 37.368 acre tract styled Tract 2, a call 8.83 acre tract styled Tract 4, a call 3.01 acre tract styled Tract 5, a portion of a call 15.560 acre tract styled Tract 6, all recorded in the name of Larry D. Smith, M.D. in File Number 1977023758 of the Official Public Records of Brazoria County (O.P.R.B.C.) and described in File Number 1973005270 of the O.P.R.B.C.; Said 43.934 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations);

Beginning at a concrete monument found at the southeasterly corner of said Tract 2, the northeasterly corner of a call 3.322 acre tract recorded in the name of QBIK Foot TX, LLC in File Number 2016044971 of the O.P.R.B.C., the southeasterly corner of Lot 4, Fox Subdivision, a subdivision recorded in Volume 2, Page 88 of the Brazoria County Map Records (B.C.M.R.) and being on the common line of aforesaid B.B.B. & C.R.R. Co. and I&G.N.R.R. Co. Surveys;

Thence, with the northerly line of said 3.322 acre tract and the northerly line of a call 8.443 acre tract recorded in the name of William Durward and Peggy Ann Flora in File Number 1985030715 of the O.P.R.B.C., South 86 degrees 21 minutes 06 seconds West, a distance of 742.65 feet to a concrete monument found at the southwesterly corner of aforesaid Lot 4 and the southeasterly corner of Lot 5, aforesaid Fox Subdivision;

Thence, continuing with the northerly line of said 8.443 acre tract and with the northerly line of a Lot 1, Webb Park, a subdivision recorded in Volume 20, Pages 365 and 366 of the B.C.M.R., South 86 degrees 34 minutes 49 seconds West, a distance of 595.53 feet to a sanitary manhole found on the easterly Right-of-Way (R.O.W.) line of State Highway 35 (300-feet wide);

Thence, with said easterly R.O.W. line, the following three (3) courses:

- 1) North 21 degrees 26 minutes 53 seconds East, a distance of 1940.21 feet to a found concrete monument;
- 2) North 86 degrees 47 minutes 03 seconds East, a distance of 25.00 feet to a 1/2-inch iron rod found;
- 3) 462.57 feet along the arc of a curve to the left, said curve having a radius of 5905.32 feet, a central angle of 04 degrees 29 minutes 17 seconds and a chord that bears North 17 degrees 50 minutes 08 seconds East, a distance of 462.46 feet to a 1/2-inch iron rod found on the southerly R.O.W. line of East House Street (aka County Road 719, 80-feet wide);

Thence, with said southerly R.O.W. line, South 70 degrees 26 minutes 03 seconds East, a distance of 960.25 feet to the easterly line of the City of Alvin's City Limits;

Thence, with said City Limit line, the following three (3) courses:

- 1) South 03 degrees 01 minute 03 seconds East, a distance of 81.30 feet;
- 2) South 86 degrees 29 minutes 45 seconds West, a distance of 538.57 feet;
- 3) South 02 degrees 54 minutes 54 seconds East, a distance of 1731.26 feet to the Point of Beginning and containing 43.934 acres of land.

GBI PARTNERS
TBEPLS Firm No. 10130300
Ph: 281.499.4539
November 17, 2020



Jon P. Bordovsky
11/17/2020

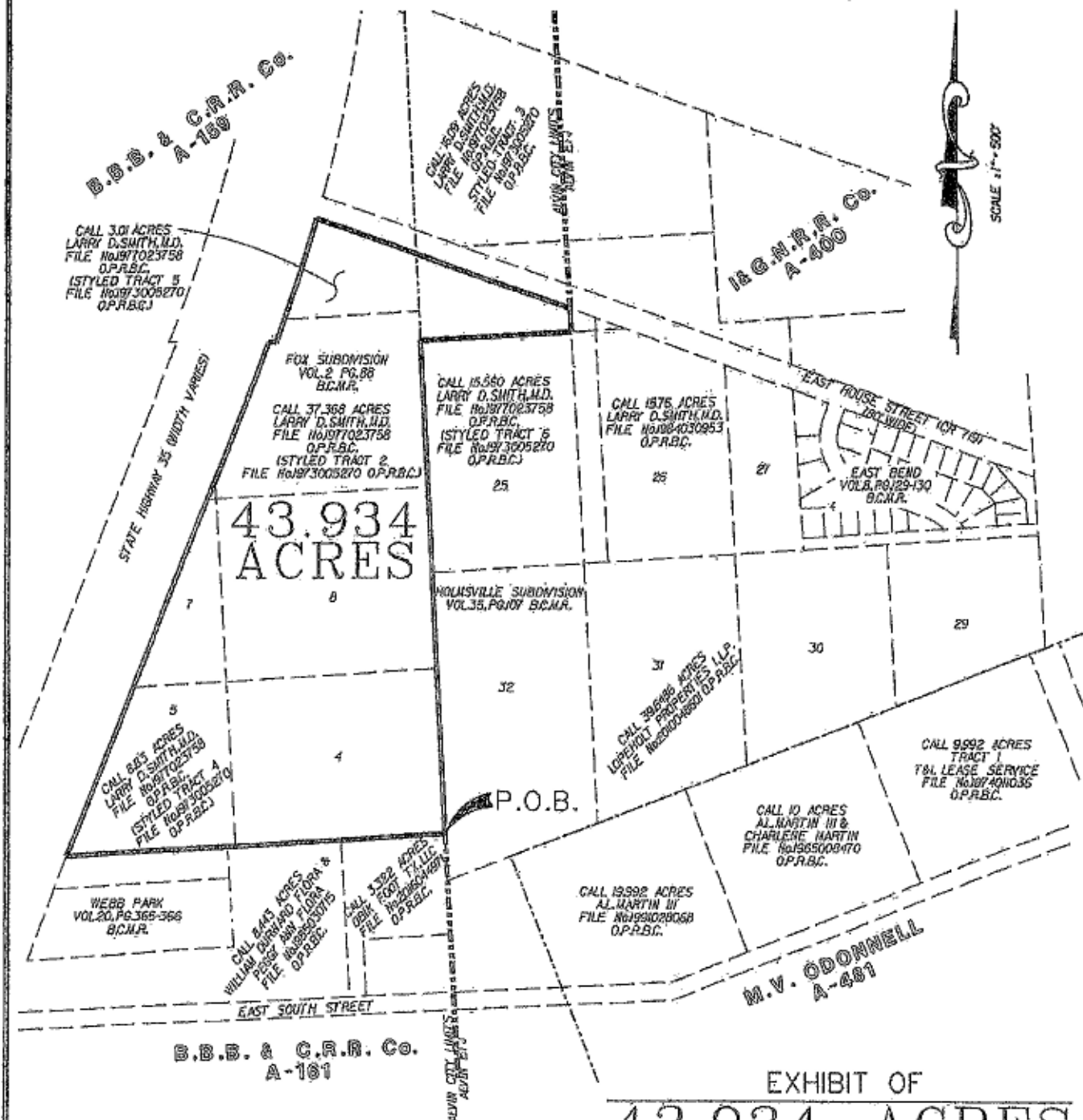


EXHIBIT OF

43.934 ACRES

BEING A PORTION OF A CALL 37.368 ACRE TRACT
STYLED TRACT 2, A CALL 8.83 ACRE TRACT
STYLED TRACT 4, A CALL 3.01 ACRE TRACT STYLED
TRACT 5, A PORTION OF A CALL 15.560 ACRE TRACT
STYLED TRACT 6, ALL RECORDED IN THE NAME OF
LARRY D. SMITH, M.D. IN FILE NUMBER 1977023758
OF THE O.P.R.B.C. AND DESCRIBED IN FILE NUMBER
1973005270 OF THE O.P.R.B.C.

LOCATED IN THE

B.B.B.&C.R.R. Co. SURVEY, A-159
I.&G.N.R.R. Co. SURVEY, A-400
BRAZORIA COUNTY, TEXAS
NOVEMBER 2020



GBI PARTNERS

LAND SURVEYING CONSULTANTS
TBPELS FIRM No. 10130300
4724 Vista Road Pasadena, Texas 77505
Phone: 281-499-4539 • www.gbisurvey.com

JOB NO:209101
SCALE:1"=500'
DATE:11/17/2020
MBS No.:20-543

Exhibit B

UTILITY CONVEYANCE AND SECURITY AGREEMENT

THE STATE OF TEXAS	§	
	§	KNOW BY ALL THESE PRESENTS
COUNTY OF BRAZORIA	§	

Brazoria County Municipal Utility District No. 81 (the "District") has acquired certain improvements, structures, and facilities designed to provide water and wastewater to serve areas within the District's boundaries and the boundaries of the City of Alvin, Texas (the "City"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District hereby conveys, transfers, and delivers to the City, its successors and assigns, subject to a security interest therein, those certain facilities described as follows:

Those certain facilities constructed by or on behalf of the District pursuant to the construction contract with _____, dated _____, for [describe project] _____, and together with any improvements, structures, storm sewer mains, plants, service pumps, storage reservoirs, electrical equipment, plant equipment, distribution lines, collection lines, water mains, lift stations, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements, rights-of-way, licenses, operating rights and all other property therein whether real, personal or mixed, owned by the District in connection with the facilities being conveyed hereby (the "Facilities").

The District has constructed the Facilities and is conveying the Facilities to the City pursuant to the Utility Services Contract, dated _____ 2021, between the City, and D.R. Horton, Inc. ("DRHI"), on behalf of themselves and proposed Brazoria County Municipal Utility District No. 81, which was assigned to the District by DRHI (or its assignee) on _____ (the "Agreement"). This conveyance is made subject to the terms of the Agreement. The District hereby reserves (and the City grants) a security interest in the Facilities to secure the capacity reserved to the District in the Facilities under the Agreement.

The District hereby assigns to the City all rights, maintenance bonds, warranties and manufacturer's warranties, if any, owned or acquired by the District for the Facilities.

The City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, this conveyance is executed on _____.

BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 81

By: _____
Name: _____
Title: _____

In accordance with the Agreement, The City hereby accepts this Utility Conveyance and
Security Agreement on August 5, 2021.

CITY OF ALVIN

By: 
Name: PAUL A HORN
Title: MAYOR

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, by _____,
as _____ of the Board of Directors of Brazoria County Municipal Utility District
No. 81, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public in and for
the State of T E X A S

(NOTARY SEAL)

RESOLUTION 23-R-05

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, CONFIRMING AND RATIFYING THE FIRST AMENDMENT TO THE UTILITY SERVICES CONTRACT WITH BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NUMBER 81; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City of Alvin, Texas (the “City”), is a municipal corporation that provides a full range of governmental services to its citizens, and the City owns and operates water production and distribution facilities and wastewater collection and treatment facilities and provides other municipal services; and

WHEREAS, the City and D.R. Horton, Ltd. on behalf of itself and Brazoria County Municipal Utility District No. 81 (the “District”), entered into that certain Utility Services Contract dated effective as of August 5, 2021 (the “Original Agreement”), relative to, among other things, the provision of water and sanitary sewer service for approximately 103.714 acres of land situated within the boundaries of the City and the District (the “Original Tract”); and

WHEREAS, by that certain Assignment of Utility Services Contract dated February 18, 2022, D.R. Horton assigned all of its rights, benefits and obligations in and to the Original Agreement to the District, all as contemplated by and in accordance with the Original Agreement; and

WHEREAS, on March 16, 2023, in Ordinance 23-D, the City approved the addition of approximately 140.702 acres of land into the District; and

WHEREAS, the District is requesting an amendment to the Utility Services Contract to amend certain provisions of the Original Agreement in connection with the proposed addition of the approximately 140.702 acres to the District;

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

Section 1. Findings

(a) The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are adopted as part of this Resolution for all purposes.

(b) It is hereby found and declared that the terms of this Resolution will be beneficial to the City and its citizens.

Section 2. Approval of First Amendment to Utility Services Contract. City Council does hereby approve the First Amendment to Utility Services Contract between the City and the Brazoria County Municipal Utility District Number 81.

Section 3. 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.

Section 4. Effective Date. The resolution shall take effect upon the passage of this Resolution.

PASSED AND APPROVED on this the 16th day of March 2023.

CITY OF ALVIN, TEXAS

ATTEST

By 
Paul A. Horn, Mayor

By 
Dixie Roberts, City Secretary

**FIRST AMENDMENT
TO
UTILITY SERVICES CONTRACT**

This FIRST AMENDMENT TO UTILITY SERVICES CONTRACT (this "First Amendment") is made and entered into this 14 day of MARCH 2023, but to be effective as of the date provided in Section 3 hereof, by and between THE CITY OF ALVIN, TEXAS, a body political and municipal corporation located in Brazoria County, Texas (the "City"), and BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 81, a body politic and corporate and a political subdivision of the State of Texas located wholly within the corporate limits of the City (the "District").

RECITALS

WHEREAS, the City and D.R. Horton, Inc. (the "Developer"), on behalf of itself and the District, entered into that certain Utility Services Contract dated effective as of August 5, 2021 (the "Agreement");

WHEREAS, by that certain Assignment of Utility Services Contract dated February 18, 2022, the Developer assigned all of its rights, benefits and obligations in and to the Agreement to the District, all as contemplated by and in accordance with Section 5.8 of the Agreement;

WHEREAS, the District and Sullivan Brothers Builders, Ltd. have petitioned the City for its consent to the annexation of 140.702 acres of land (the "Annexation Tract") into the District; and

WHEREAS, the City and the District desire to amend certain provisions of the Agreement in connection with the proposed addition of the Annexation Tract to the District;

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants, obligations and benefits herein contained, the City and the District agree as follows:

AGREEMENT

Section 1: The term "Property" in the recitals of the Agreement is amended to include the Annexation Tract. Exhibit A to the Agreement is amended and restated in its entirety with the Exhibit A attached hereto.

Section 2: The second paragraph of the recitals of the Agreement shall be amended to add the following sentence:

"The Property shall consist of the original 103.714 acre tract ("Tract A") and the annexed 140.702 acre tract ("Tract A-1"), as depicted in Exhibit A."

Section 3: This First Amendment shall become effective on the date the District adopts an Order adding the Annexation Tract to the District. The District shall provide the City with a recorded copy of said Order within ten (10) days of its adoption of same.

Section 4: All terms and provisions of the Agreement, except as amended hereby, shall remain in full force and effect and shall apply to this First Amendment. In the event of a conflict between the Agreement and this First Amendment, this First Amendment shall prevail.

Section 5: Except as otherwise provided, all capitalized terms shall have the meanings specified in the Agreement.

Section 6: The Agreement, together with this First Amendment, constitutes the entire agreement between the parties hereto relating to the subject matter hereof and all prior agreements, proposals, negotiations, understandings and correspondence between the parties, whether written or oral, are hereby superseded and merged herewith.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment in multiple copies, each of which shall be an original.

CITY OF ALVIN, TEXAS

By: 
Paul A. Horn, Mayor

ATTEST:

By: 
Dixie Roberts, City Secretary

**BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 81**

By: Chris Surface
Name: Chris Surface
Title: President

ATTEST:

By: Patrick Coale
Name: Patrick Coale
Title: Secretary

(SEAL)



EXHIBIT A

(See attached)

County: Brazoria
Project: BCMUD 81
Job No. 209110
MBS No. 23-054 (Revised)

FIELD NOTES FOR 140.702 ACRES

Being a tract containing 140.702 acres of land, located in the William Harris 2/3 League, Abstract Number 72, Brazoria County, Texas; said 140.702 acre tract being a call 5.00 acre tract styled as Tract II, a call 2.6827 acre tract styled as Tract 2, a call 7.631 acre tract styled as Tract I, a call 10.9790 acre tract styled as Tract I, a portion of a call 40.009 acre tract styled as Tract 3 and a call 85.8478 acre tract styled as Tract 1, all recorded in the name of Sullivan Brothers Builders, Ltd. in File Numbers 2022040995, 2022040900, 2022040995, 2022040749, 2022040900 and 2022040900 of the Official Public Records of Brazoria County (O.P.R.B.C.); said 140.702 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations);

Beginning at a 5/8-inch iron rod found at the southwesterly corner of said 85.8478 acre tract, the northwesterly corner of a call 93.48 acre tract styled "Exhibit A" and recorded in the name of Thomas L. Willadson in File Number 2003023681 of the O.P.R.B.C. and being on the easterly Right-of-Way (R.O.W.) line of F.M. 2403 (120-foot wide);

Thence, with said R.O.W. line, North 03 degrees 37 minutes 44 seconds East, a distance of 319.85 feet to the southwesterly corner of a non-exclusive perpetual easement tract styled as Tract 2 and recorded in File Number 2022040749 of the O.P.R.B.C.;

Thence, with the perimeter of said perpetual easement tract, the following seven (7) courses:

- 1) North 87 degrees 47 minutes 38 seconds East, a distance of 149.96 feet;
- 2) 256.80 feet along the arc of a curve to the left, said curve having a radius of 708.80 feet, a central angle of 20 degrees 45 minutes 30 seconds and a chord that bears North 83 degrees 10 minutes 47 seconds East, a distance of 255.40 feet;
- 3) South 85 degrees 28 minutes 25 seconds East, a distance of 69.25 feet;
- 4) North 03 degrees 37 minutes 54 seconds East, a distance of 37.67 feet;
- 5) North 85 degrees 28 minutes 25 seconds West, a distance of 69.34 feet;
- 6) 256.29 feet along the arc of a curve to the right, said curve having a radius of 673.80 feet, a central angle of 21 degrees 47 minutes 35 seconds and a chord that bears South 82 degrees 34 minutes 06 seconds West, a distance of 254.74 feet;
- 7) North 86 degrees 24 minutes 07 seconds West, a distance of 150.25 feet to the aforesaid easterly R.O.W. line of F.M. 2403;

Thence, with said R.O.W. line, North 03 degrees 37 minutes 44 seconds East, a distance of 745.07 feet to a 1/2-inch iron rod found at the northwesterly corner of aforesaid 5.00 acre tract and the southwesterly corner of a call 2.190 acre tract recorded in the name of Breath of Life Ministries in File Number 2014006162 of the O.P.R.B.C.;

Thence, with the northerly lines of said 5.00 acre tract, aforesaid 7.631 acre tract and 10.9790 acre tract, North 59 degrees 52 minutes 56 seconds East, a distance of 3896.74 feet to the north-easterly corner of aforesaid 85.8478 acre tract and the northwesterly corner of a call 46.82 acre tract styled Tract 1 and recorded in the names of Dwight D. and Connie L. Pugh in File Number 2014024734 of the O.P.R.B.C.;

Thence, with the westerly line of said 46.82 acre tract and the westerly line of a call 46.83 acre tract styled as Tract 1 and recorded in the names of Dwight D. and Connie L. Pugh in File Number 2014008162 of the O.P.R.B.C., South 30 degrees 18 minutes 25 seconds East, a distance of 1574.00 feet to the southeasterly corner of aforesaid 85.8478 acre tract and the northeasterly corner of aforesaid 93.48 acre tract;

Thence, with the common line between said 85.8478 acre tract and said 93.48 acre tract, the following three (3) courses:

- 1) South 61 degrees 15 minutes 36 seconds West, a distance of 1726.22 feet to a 5/8-inch iron rod found;
- 2) South 59 degrees 56 minutes 23 seconds West, a distance of 1060.49 feet to a 1/2-inch iron rod found;
- 3) South 79 degrees 04 minutes 41 seconds West, a distance of 1837.41 feet to the **Point of Beginning** and containing 140.702 acres of land.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

GBI PARTNERS
TBEPLS Firm No. 10130300
Ph: 281.499.4539
February 13, 2023
(Revised 02/17/2023)



J. P. Bordovsky
2/17/2023

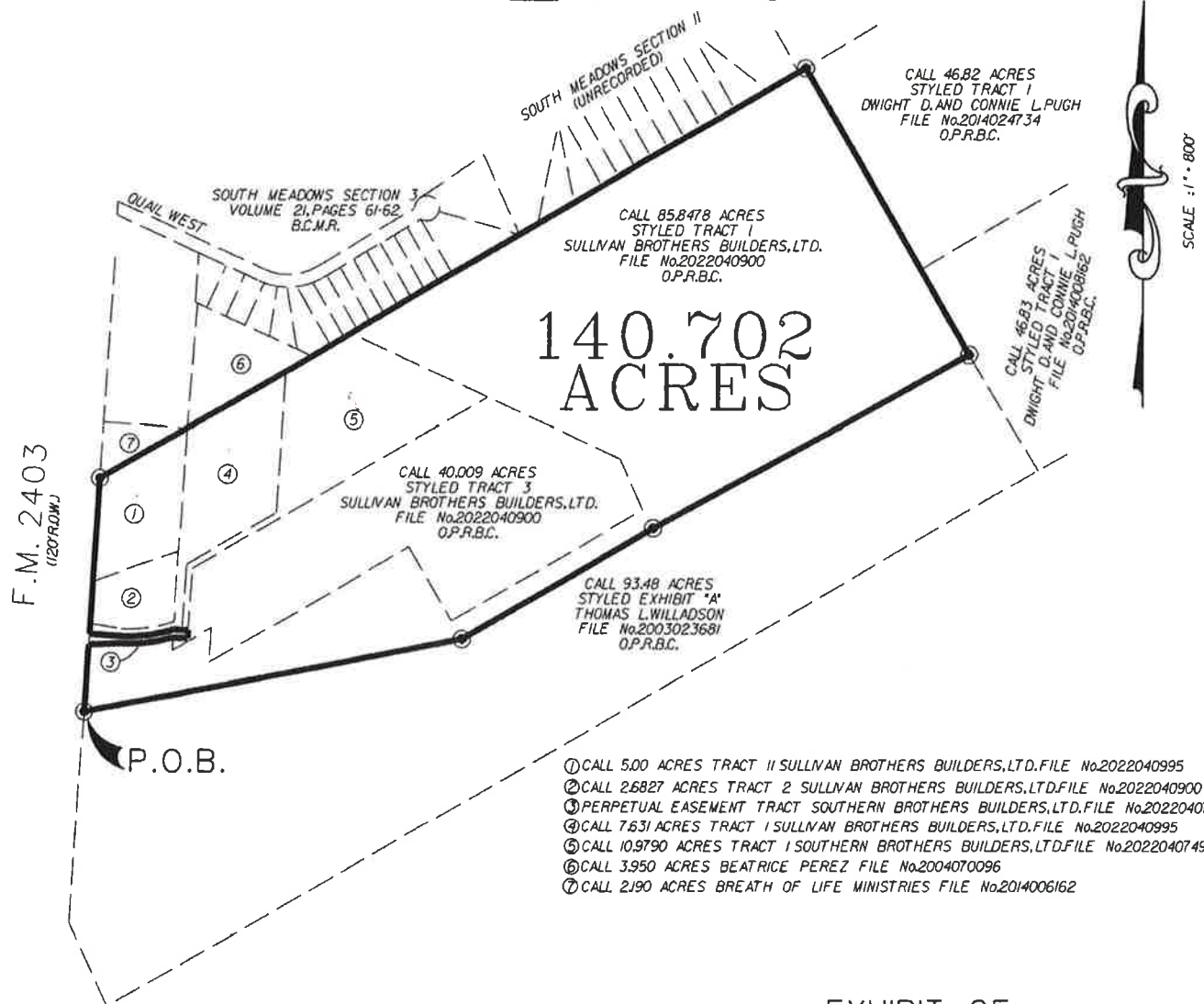


EXHIBIT OF

140.702 ACRES

BEING A CALL 5.00 ACRE TRACT STYLED AS TRACT 11, A CALL 2.6827 ACRE TRACT STYLED AS TRACT 2, A CALL 7.631 ACRE TRACT STYLED AS TRACT 1, A CALL 10.9790 ACRE TRACT STYLED AS TRACT 1, A CALL 40.009 ACRE TRACT STYLED AS TRACT 3 AND A CALL 85.8478 ACRE TRACT STYLED AS TRACT 1, ALL RECORDED IN THE NAME OF SULLIVAN BROTHERS BUILDERS, LTD. IN FILE NUMBERS 2022040995, 2022040900, 2022040995, 2022040749, 2022040900 AND 2022040900 OF THE O.P.R.B.C., RESPECTIVELY.

LOCATED IN THE

WILLIAM HARRIS 2/3 LEAGUE, A-72
BRAZORIA COUNTY, TEXAS

FEBRUARY 2023



GBI PARTNERS

4724 VISTA ROAD
PASADENA, TX 77505
PHONE: 281-499-4539

TBPELS FIRM #10130300
GBISurvey@GBISurvey.com
www.GBISurvey.com

JOB NO: 209110
SCALE: 1" = 800'
DATE: 02/17/2023
M&B NO: 23-054 (REVISED)



AGENDA COMMENTARY

Meeting Date: 3/16/2023

Department: Legal Department

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider Resolution 23-R-05, confirming and ratifying the First Amendment to the Utility Services Contract between the City of Alvin, Texas, and Brazoria County Municipal Utility District No. 81 (the "District"); and authorize the Mayor to sign the amended Contract upon legal review.

Type of Item: Resolution

Summary: The City and D.R. Horton, on behalf of itself and the Brazoria County Municipal District No. 81 (the "District"), entered into a Utility Services Contract dated August 5, 2021 (the "Original Agreement"), providing for water and sanitary sewer service for approximately 103.714 acres of land situated within the boundaries of the City and the District (the "Original Tract").

On February 18, 2022, D.R. Horton assigned all of its rights, benefits and obligations in and to the Original Agreement to the District, all as contemplated by and in accordance with the Original Agreement.

On March 16, 2023, in Ordinance 23-D, the City consented to the addition of approximately 140.702 acres of land into the District (Magnolia Trails).

Staff recommends approval of Resolution 23-R-05, approving the First Amendment to the Utility Services Contract.

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: 1/19/2023 SLH
	Date Completed: _____

Supporting documents attached:

1. Res 23-R-05; First Amendment to Utility Services Contract for MUD 81 (Magnolia Trails) (1)
2. First Amendment to Utility Services Contract (2023) (Sullivan Brothers)

Recommendation: Move to approve Resolution 23-R-05, confirming and ratifying the First Amendment to the Utility Services Contract between the City of Alvin, Texas, and Brazoria County Municipal Utility District No. 81 (the "District"), and authorize the Mayor to sign the amended Contract 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

Paul Horn, Mayor

Gabe Adame, Mayor Pro-tem, District E
Keko Moore, At Large Pos. 1
Joel Castro, At Large Pos. 2
Martin Vela, District A



Chris Vaughn, District B
Richard Garivey, District C
Glenn Starkey, District D

Alvin City Council Agenda

Thursday, March 16, 2023

7:00 PM

(Council Chambers)

Alvin City Hall, 216 West Sealy, Alvin, Texas 77511

Persons with disabilities who plan to attend this meeting that will require special services please contact the City Secretary's Office at 281-388-4255 or droberts@cityofalvin.com 48 hours prior to the meeting time. City Hall is wheelchair accessible, and a sloped curb entry is available at the south entrance to City Hall.

NOTICE is hereby given of a Regular Meeting and Executive Session of the City Council of the City of Alvin, Texas, to be held on Thursday **MARCH 16, 2023**, at 7:00 PM in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

- A. Telecommunications Week Proclamation - April 9-15, 2023
- B. Alvin Library Day Proclamation - March 25, 2023 - Centennial Celebration
- C. Presentation of the Distinguished Budget Presentation Award from the Government Finance Officers Association (GFOA) as awarded to the City of Alvin for FY23.
- D. Presentation of the Certificate of Achievement for Excellence in Financial Reporting Award from the Government Finance Officers Association (GFOA) as awarded to the City of Alvin for FY21.

4. PUBLIC COMMENT

5. CONSENT AGENDA

- A. Consider approval of the February 16, 2023 City Council Workshop meeting minutes.
- B. Consider approval of the February 16, 2023 City Council meeting minutes.
- C. Consider approval of the February 22, 2023 City Council Workshop meeting minutes.
- D. Proclaim the month of April 2023 as Fair Housing month in the City of Alvin, Texas.
- E. Consider Ordinance 23-E, amending Chapter 15, Offenses and Miscellaneous Provisions of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Section 15-115 to allow funds to be used toward beautification activities in the

form of landscaping and tree planting and the maintenance thereof; to improve public property; providing for severability and setting forth other provisions related thereto.

- F. Consider approval of Ordinance 23-F, amending the City of Alvin 2021-2022 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.
- G. Consider a bid award (B-23-04) to DXI Industries, Inc. as the vendor for providing Sodium Hypochlorite for one (1) year with an option to continue for an additional one (1) year at the same price, terms, and conditions, for an estimated total of \$65,000 per year; and authorize the City Manager to sign the agreement upon legal review.
- H. Consider a bid award (B-23-05) to Hawkins, Inc. as the vendor for providing Sodium Bisulfite for one (1) year with an option to continue for an additional one (1) year at the same price, terms, and conditions, for an estimated total of \$15,000 per year; and authorize the City Manager to sign the agreement upon legal review.
- I. Consider a bid award (B-23-06) to Hawkins, Inc. as the vendor for providing Polyphosphate for one (1) year with an option to continue for an additional one (1) year at the same price, terms, and conditions, for an estimated total of \$35,000 per year; and authorize the City Manager to sign the agreement upon legal review.
- J. Consider the purchase of a STPH 5.0 Truck Mounted Pothole Patcher from Doggett Freightliner of South Texas, LLC, through The Interlocal Purchasing System (TIPS) for an amount not to exceed \$234,994.00.
- K. Consider a final plat of CRW Ranch Estates (located at 5522 County Road 42), being 25.469 acres located in the Chester S. Gorbett League, abstract 64, Brazoria County, Texas.

6. OTHER BUSINESS

- A. Consider Ordinance 23-D, granting consent to the addition of approximately 140.702 acres of land to Brazoria County Municipal Utility District No. 81; making findings of fact; providing a severability clause; and providing an effective date.
- B. Consider Resolution 23-R-05, confirming and ratifying the First Amendment to the Utility Services Contract between the City of Alvin, Texas, and Brazoria County Municipal Utility District No. 81 (the "District"); and authorize the Mayor to sign the amended Contract upon legal review.
- C. Consider a Memorandum of Understanding with the Alvin Independent School District (Purchasing Department) for the continued temporary use of the old EMS Building, located at 709 East House Street, and authorize the Mayor to sign upon legal review.
- D. Consider the cancellation of the April 6, 2023 Council meeting due to the observance of the Easter holiday.
- 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.

7. REPORTS FROM THE CITY MANAGER

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

8. ITEMS OF COMMUNITY INTEREST

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

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

9. EXECUTIVE SESSION

- A. **Section 551.074** of the Local Government Code: Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

10. RECONVENE TO OPEN SESSION**11. ADJOURNMENT**

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, on **MONDAY March 13, 2023 at 5:00 p.m.**



/s/ Dixie Roberts

Dixie Roberts, City Secretary

Removal Date: _____

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



AGENDA COMMENTARY

Meeting Date: 3/21/2024

Department: Legal Department

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider Resolution 24-R-14, approving the Second Amendment to the Utility Services Contract with Brazoria County Municipal Utility District Number 81; and setting forth other provisions related thereto.

Type of Item: Resolution

Summary: The City and D.R. Horton, on behalf of itself and the Brazoria County Municipal District No. 81 (the "District"), entered into a Utility Services Contract dated August 5, 2021 (the "Original Agreement"), providing for water and sanitary sewer service for approximately 103.714 acres of land situated within the boundaries of the City and the District (the "Original Tract").

On February 18, 2022, D.R. Horton assigned all of its rights, benefits and obligations in and to the Original Agreement to the District, all as contemplated by and in accordance with the Original Agreement.

On March 16, 2023, in Ordinance 23-D, the City consented to the addition of approximately 140.702 acres of land into the District (Magnolia Trails), and approved Resolution 23-R-05, the First Amendment to the Utility Services Contract.

On March 21, 2024, in Ordinance 24-J, the City consented to the addition of approximately 42.648 acres of land into the District.

This Second Amendment to the Utility Services Contract contains the following amendments:

- includes both the original 103.714 acre tract (Tract A), the annexed 140.702 acre tract (Tract A-1), and the 42.648 acre tract (Tract A-2) into the property description;
- adds provisions regarding capacity, improvements and payments for wastewater capacity, and improvements and payments for Lift Stations 27 and 33Staff recommends approval of Resolution 24-R-14, approving the Second Amendment to the Utility Services 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: 3/13/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Res 24-R-14; Second Amendment to Utility Services Contract for MUD 81
-

2. Second Amendment to Utility Services Contract - MUD 81

Recommendation: Move to approve Resolution 24-R-14, approving the Second Amendment to the Utility Services Contract with Brazoria County Municipal Utility District Number 81; and setting forth other provisions related thereto

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Manager, if applicable: X

RESOLUTION 24-R-14

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, CONFIRMING AND RATIFYING THE SECOND AMENDMENT TO THE UTILITY SERVICES CONTRACT WITH BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NUMBER 81; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City of Alvin, Texas (the “City”), is a municipal corporation that provides a full range of governmental services to its citizens, and the City owns and operates water production and distribution facilities and wastewater collection and treatment facilities and provides other municipal services; and

WHEREAS, the City and D.R. Horton, Ltd. on behalf of itself and Brazoria County Municipal Utility District No. 81 (the “District”), entered into that certain Utility Services Contract dated effective as of August 5, 2021 (the “Original Agreement”), relative to, among other things, the provision of water and sanitary sewer service for approximately 103.714 acres of land situated within the boundaries of the City and the District (the “Original Tract”); and

WHEREAS, by that certain Assignment of Utility Services Contract dated February 18, 2022, D.R. Horton assigned all of its rights, benefits and obligations in and to the Original Agreement to the District, all as contemplated by and in accordance with the Original Agreement; and

WHEREAS, on March 16, 2023, in Ordinance 23-D, the City approved the addition of approximately 140.702 acres of land into the District; and

WHEREAS, on March 21, 2024, in Ordinance 24-J, the City approved the addition of approximately of 42.648 acres of land into the District; and

WHEREAS, the District is requesting an amendment to the Utility Services Contract to amend certain provisions of the Original Agreement in connection with the proposed addition of the approximately of 42.648 acres to the District;

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

Section 1. Findings

(a) The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are adopted as part of this Resolution for all purposes.

(b) It is hereby found and declared that the terms of this Resolution will be beneficial to the City and its citizens.

Section 2. Approval of First Amendment to Utility Services Contract. City Council does hereby approve the Second Amendment to Utility Services Contract between the City and the Brazoria County Municipal Utility District Number 81.

Section 3. 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.

Section 4. Effective Date. The Resolution shall take effect upon its passage.

PASSED AND APPROVED on this the 21st day of March 2024.

CITY OF ALVIN, TEXAS

ATTEST

By _____
Gabe Adame, Mayor

By _____
Dixie Roberts, City Secretary

**SECOND AMENDMENT
TO
UTILITY SERVICES CONTRACT**

This SECOND AMENDMENT TO UTILITY SERVICES CONTRACT (this "Second Amendment") is made and entered into this ____ day of _____ 2024, but to be effective as of the date provided in Section 3 hereof, by and between THE CITY OF ALVIN, TEXAS, a body political and municipal corporation located in Brazoria County, Texas (the "City"), and BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 81, a body politic and corporate and a political subdivision of the State of Texas located wholly within the corporate limits of the City (the "District").

RECITALS

WHEREAS, the City and D.R. Horton, Inc. (the "Developer"), on behalf of itself and the District, entered into that certain Utility Services Contract dated effective as of August 5, 2021 (the "Original Agreement");

WHEREAS, by that certain Assignment of Utility Services Contract dated February 18, 2022, the Developer assigned all of its rights, benefits and obligations in and to the Original Agreement to the District, all as contemplated by and in accordance with Section 5.8 of the Original Agreement;

WHEREAS, the City and the District entered into that certain First Amendment to Utility Services Contract dated March 16, 2023 (the "Prior Amendment"), whereby the Parties amended the definition of certain defined terms within the Original Agreement to address the annexation of additional land into the District (the Original Agreement and the Prior Amendment are collectively referred to herein as the "Agreement");

WHEREAS, the District and the Developer have petitioned the City for its consent to the annexation of 42.648 acres of land (the "Annexation Tract") into the District; and

WHEREAS, the City and the District desire to amend certain provisions of the Agreement in connection with the proposed addition of the Annexation Tract to the District;

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants, obligations and benefits herein contained, the City and the District agree as follows:

AGREEMENT

Section 1: The term "Property" in the recitals of the Agreement is amended to include the Annexation Tract. **Exhibit A** to the Agreement is amended and restated in its entirety with the **Exhibit A** attached hereto.

Section 2: The second paragraph of the recitals of the Agreement shall be amended to add the following sentence:

"The Property shall consist of the original 103.714 acre tract ("Tract A"), the annexed 140.702 acre tract ("Tract A-1"), and the annexed 42.648 acre tract ("Tract A-2"), as depicted in Exhibit A."

Section 3: Section 2.3 of the Agreement is hereby deleted its entirety and replaced with the following:

"2.3 Wastewater Treatment Plant Facilities and Wastewater Trunk Line. The City shall provide the District with sufficient wastewater treatment and wastewater trunk line collection line capacities in order to serve customers within the District's boundaries. With respect to Tract A-2, the City shall provide the recommended capacity set forth in the Technical Memorandum by Freese and Nichols, Inc. dated August 18, 2022 (the "Technical Memorandum"). Such capacity shall be provided to the Point of Connection of Wastewater. The District agrees to make and pay for the improvements to Lift Station No. 27 as set forth in the Technical Memorandum. The City agrees to allow the District to wet haul until the lift station improvements are operational, at the District's expense."

Section 4: The first sentence of Section 2.8 of the Agreement is hereby deleted its entirety and replaced with the following:

"The City shall provide Wastewater Services to Tract A and A-1 using existing treatment facilities of the City. The City shall provide Wastewater Services to Tract A-2 using the additional treatment facility expansions set forth in the Technical Memorandum."

Section 5: Section 3.4 of the Agreement shall be amended to add the following:

"The District agrees to fund the cost of improvements to the City Wastewater System necessary to provide Wastewater Services to Tract A-2, as set forth in the Technical Memorandum. The City agrees that any capacity sizing in excess of what is needed by Tract A-2 of Lift Station No. 27, less the share of costs necessary to expand Lift Station No. 33 for the benefit of Tract A-2, shall constitute Connection Charge credits for the benefit of the District, which credit is currently estimated to be \$1,259,425.00. The District and the City agree that the expansion of Lift Station No. 27 to 0.325 million gallons per day is necessary to serve the City's customers and the expansion of Lift Station No. 27 to 0.445 million gallons per day is necessary to allow the City to serve Tract A-2, as reflected in the Technical Memorandum. The District and the City further agree that the oversizing of Lift Station No. 27 necessary to serve Tract A-2 is 0.121 million gallons per day, or 27.20% of the total expansion, as reflected in the Technical Memorandum, and therefore, 72.80% of the cost of the expansion shall be the credit owed the District relative to the Connection Charge due relative to Tract A-2."

The District and the City agree that the expansion of Lift Station No. 27 will also require the expansion of Lift Station No. 33, of which 4.5% of the costs to expand Lift Station No. 33, as reflected in the Technical Memorandum, will be used to serve Tract A-2, and therefore the District and the City agree that 4.5% of the total costs of the expansion to Lift Station No. 33 shall be deducted from the total amount of Connection Charge credits for the benefit of the District.

The cost estimate of the improvements to Lift Station No. 27 and Lift Station No. 33 is attached hereto as **Exhibit B**. Following completion of the improvements to Lift Station No. 27 and Lift Station No. 33, the engineers for the District and the engineers for the City shall meet and agree upon the costs attributable to the oversizing of Lift Station No. 27 and Lift Station No. 33 to serve Tract A-2 by means of the methodology set forth herein, which amount shall be the credit owed the District relative to the Connection Charge due relative to Tract A-2. In the event the Connection Charge credit due the District exceeds the total Connection Charge projected to be owed relative to Tract A-2, the excess credit shall be applied to either: (i) the Connection Charge due for other areas of the development within the District; or (ii) other fees and administrative expenses owed to the City in connection with the development of the District, including but not limited to, (a) administrative fees owed to the City related to the submission of development and permit applications; (b) tree replacement fees required to be paid to the City's Tree Fund as described in Article IX, Section 15-115 of the Code of Ordinances of the City; (c) and park land dedication and park development fees owed to the City for the development of park and recreational facilities within the District."

Section 6: This Second Amendment shall become effective on the date the District adopts an Order adding the Annexation Tract to the District. The District shall provide the City with a recorded copy of said Order within ten (10) days of its adoption of same.

Section 7: All terms and provisions of the Agreement, except as amended hereby, shall remain in full force and effect and shall apply to this Second Amendment. In the event of a conflict between the Agreement and this Second Amendment, this Second Amendment shall prevail.

Section 8: Except as otherwise provided, all capitalized terms shall have the meanings specified in the Agreement.

Section 9: The Agreement, together with this Second Amendment, constitutes the entire agreement between the parties hereto relating to the subject matter hereof and all prior agreements, proposals, negotiations, understandings and correspondence between the parties, whether written or oral, are hereby superseded and merged herewith.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment in multiple copies, each of which shall be an original.

CITY OF ALVIN, TEXAS

By: _____
Gabe Adame, Mayor

ATTEST:

By: _____
Dixie Roberts, City Secretary

**BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 81**

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

(SEAL)

EXHIBIT A

(See attached)

METES AND BOUNDS DESCRIPTION
FOR

A 42.648 acre, or 1,857,761 square feet more or less, tract of land, being a portion of a 132.008 acre tract of land conveyed to D.R. HORTON -TEXAS, LTD., and described as "Parcel 1" in a deed recorded in Galveston Harris County Clerk's File No. 2021029966, and co-recorded in Brazoria County Clerk's File No. 2021027288 tract being out partially out of Blocks 12 and 13 of the Willeford and Arnim's Addition to Alvin, as shown on the map recorded in Volume 15, Page 592 of the Deed Records of Brazoria County, Texas, situated in Section 22 of the Hooper and Wade Survey, Abstract No. 491, Block 1, Section 22 of the I&GN RR Co. Survey, Abstract No. 693, Block 1, Section 23, I&GN RR Co. Survey, Abstract No. 740, in Brazoria County, and Galveston County, Texas, and being more fully described as follows, with bearings based on the Texas Coordinate System of 1983, established for the South Central Zone, from the North American Datum of 1983 (NA2011), epoch 2010.00:

BEGINNING: At a 1/2 inch iron rod found on the southeast right-of-way line of F.M. 528, a 180-foot wide right-of-way, on the south line of said Block 12, the north line of said Block 11, in the center of a called 40-foot wide road (unimproved, not open) as shown on the map of said Willeford and Arnim's Addition to Alvin, at the southwest corner of said 132.008 acre tract, for a southwest corner of this tract;

THENCE: N 29°11'07" E, along and with the southeast right-of-way line of said F.M. 528 and the west line of said 132.008 acre tract, at a distance of 1408.58 feet passing a found 1/2 inch iron rod, at a distance of 1488.58 feet passing a found 1/2 inch iron rod, and continuing an additional 41.28 feet, for a total distance of 1529.86 feet to a 5/8 inch iron rod with a cap marked "Pape-Dawson" found for a northwest corner of said 132.008 acre tract, on the west line of a called 15.0859 acre tract of land, conveyed to George A. Bofysil, Jr., Trustee and described in a deed recorded in Galveston County Clerk's File No. 8612043;

THENCE: Departing the southeast right-of-way line of said F.M. 528, along and with the north line of said 132.008 acre tract, the following courses and distances:

S 60°48'53" E, a distance of 150.00 feet to a found 5/8 inch iron rod with a cap marked "Pape-Dawson",

S 29°11'07" W, a distance of 108.59 feet to a found 5/8 inch iron rod with a cap marked "Pape-Dawson",

Northeasterly, along a non-tangent curve to the left, having a radial bearing of N 08°17'49" E, a radius of 540.00 feet, a central angle of 27°52'57", a chord bearing and distance of N 84°21'20" E, 260.20 feet, for an arc length of 262.79 feet to a found 5/8 inch iron rod with a cap marked "Pape-Dawson",
N 70°24'52" E, a distance of 120.95 feet to a found 5/8 inch iron rod with a cap marked "Pape-Dawson",

Northeasterly, along a tangent curve to the right, having a radius of 860.00 feet, a central angle of 14°24'27", a chord bearing and distance of N 77°37'05" E, 215.69 feet, for an arc length of 216.25 feet to a point on the approximate line between the City of Friendswood and the City of Alvin, also being the approximate line between Brazoria and Galveston counties;

THENCE: S 32°08'09" E, departing the north line of said 132.008 acre tract, over and across said 132.008 acre tract, along and with said approximate line, a distance of 2029.69 feet to a point on the south line of said 132.008 acre tract, the north line of Hall's Addition to Alvin, Texas, a subdivision recorded in Volume 14, Page 304, of the Deed Records of Galveston County, Texas;

THENCE: S 87°07'02" W, along and with the common line between said 132.008 acre tract and said Hall's Addition, a distance of 452.96 feet to a found 5/8 inch iron rod with a cap marked "Pape-Dawson" for the southwest corner of said 132.008 acre tract, at the northwest corner of said Hall's Addition;

THENCE: N 03°18'16" W, along and with a west line of said 132.008 acre tract, a distance of 579.06 feet to a 5/8 inch iron rod found for an interior corner of said 132.008 acre tract;

THENCE: S 86°39'50" W, along and with a south line of said 132.008 acre tract, and the south line of Block 13 and said Block 12, and the north line of said Block 14 and said Block 11, in the center of a called 40-foot wide road (unimproved, not open) as shown on the map of said Willeford and Arnim's Addition to Alvin, at a distance of 5.26 feet passing a found 1 inch iron pipe, and continuing, at a distance of 25.81 feet passing a found 2 inch iron pipe, and continuing, at a distance 1833.74 feet passing a found 1/2 inch iron rod, and continuing for a total distance of 2004.86 feet to the POINT OF BEGINNING, and containing 42.648 acres in the City of Alvin, Brazoria County, Texas. Said tract being described in accordance with a survey made on the ground, and a survey map prepared under job number 49187-20 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: November 2, 2021
Job No.: 49163-20
DOC. ID. K:\Survey\Survey20\49187-20\Word\FN49187-20 42.648 AC ALVIN.docx

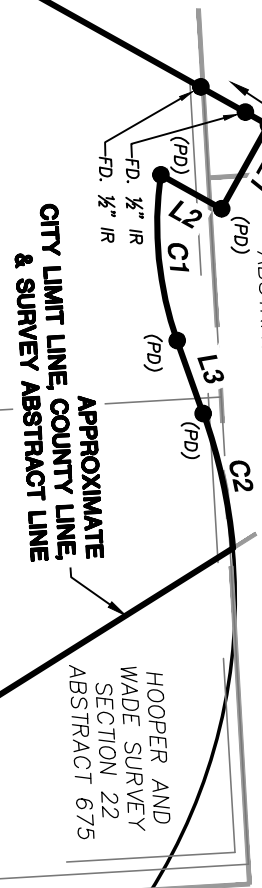


A handwritten signature in blue ink that reads "Jonathan Franz". The signature is written in a cursive style with a large, sweeping "J" and "F".

I&GN RR CO SURVEY
BLOCK 1, SECTION 22
ABSTRACT 693

I&GN RR CO
SURVEY
BLOCK 1
SECTION 23
ABSTRACT 740

GEORGE A. BOFYSIL, JR.
TRUSTEE
CALLED 15.0859 ACRES
GCCF NO. 8612043



HOOVER AND WADE SURVEY
SECTION 22
ABSTRACT 491

HOOVER AND
WADE SURVEY
SECTION 22
ABSTRACT 675

F.M. 528
(180' R.O.W.)
N29°11'07"E 1529.86'

42.648 ACRES

(1,857,761 SQ. FT. MORE OR LESS)
D.R. HORTON - TEXAS, LTD.
PORTION OF "PARCEL 1"
132.008 ACRES
GCCF NO. 2021029966
BCCF NO. 2021027288

CITY OF FRIENDSWOOD
CITY OF ALVIN
CITY OF GALVESTON COUNTY
CITY OF BRAZORIA COUNTY

P.O.B.
FD. 1/2" IR
BLOCK 11
BLOCK 12
BLOCK 13

NORTH ALVIN & ARNIM'S
ADDITION TO ALVIN
VOLUME 15, PAGE 592, BCDR
BLOCK 14

42.648 ACRES
IN THE CITY OF ALVIN
BRAZORIA COUNTY, TEXAS



NORTH HOUSTON | SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
24445 TOMBALL PARKWAY, STE 200 | TOMBALL, TX 77375 | 281.655.0634
TUBE FIRM REGISTRATION #470 | TBPUS FIRM REGISTRATION #10193974

CURVE TABLE				
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	540.00'	27°52'57"	N84°21'20"E	260.20'
C2	860.00'	14°24'27"	N77°37'05"E	215.69'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S60°48'53"E	150.00'
L2	S29°11'07"W	108.59'
L3	N70°24'52"E	120.95'

N03°18'16"W 579.06'

S32°08'09"E 2029.69'

I&GN RR CO
SURVEY
BLOCK 1
SECTION 23
ABSTRACT 740

S87°07'02"W 452.96'

HALL'S ADDITION TO ALVIN, TEXAS
VOLUME 14, PAGE 304, GCDD

JOB No.: 49187-20 - SHEET 1 OF 1

- NOTES:**
- THIS EXHIBIT IS ATTACHED TO AND IS MADE A PART OF A METES & BOUNDS DESCRIPTION OF THE SAME EASEMENT.
 - ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (4204), NAD-83 (NA 2011), EPOCH 2010.00.

LEGEND:

BCDR BRAZORIA COUNTY DEED RECORDS
BCCF NO. BRAZORIA COUNTY CLERK'S FILE NUMBER
FD. FOUND
GCDD GALVESTON COUNTY DEED RECORDS
GCCF NO. GALVESTON COUNTY CLERK'S FILE NUMBER
IR IRON ROD
P.O.B. POINT OF BEGINNING
(PD) 5/8" IRON ROD WITH CAP "PAPE-DAWSON"
R.O.W. RIGHT-OF-WAY



Jonathan Franz

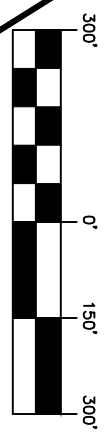


EXHIBIT B

(See attached)

CITY OF ALVIN LIFT STATION NO. 27 FACILITIES

OPINION OF PROBABLE CONSTRUCTION COST (9/5/2023)

ITEM NO.	DESCRIPTION	2023 AMOUNT
1	Site Preparation, Including, But Not Limited to, Excavation, Dewatering (If Required), Complete in Place	\$ 33,500
2	Lift Station, Including, but Not Limited to, 8-Foot Diameter Concrete Wet Well, Aluminum Access Cover, Vent Piping, 2 Submersible Non-Clog Pumps Including, Appurtenances as Shown in Plans, Electrical Service with Pump Control/Monitoring Panel (Including Electrical Controls Concrete Pad) and Associated Cable & Conduit, Level Transducers with Manhole Frame and Lid, 6-Inch Ductile Iron Pipe and Fittings, 6-Inch Check Valves, Coupling Adapters, 1-Inch Air Release Valve, Pressure Gauge, 6-Inch Plug Valves, Concrete Slabs and Foundations; Complete with All Appurtenances Required for Operation, Complete in Place in Accordance with Plans and Specifications	\$ 1,200,000
3	6-Inch Sanitary Sewer Force Main, All Depths, Complete in Place	\$ 15,000
4	1-Inch Water Line, All Depths, Complete in Place	\$ 4,200
5	Standard 4-Feet 0-Inch Inner Diameter Precast Manhole, Complete in Place	\$ 6,000
6	8-Inch Sanitary Sewer Gravity Line, All Depths, Complete in Place	\$ 25,000
7	1-Inch Reduced Pressure Backflow Preventer Assembly, with SS Enclosure and Saf-T-Cover (or Approved Equal), As Shown in Construction Plans, Complete in Place	\$ 1,150
8	3/4-Inch Freeze-Proof Portable Water Service with Hose Bib and Vacuum Breaker, Complete in Place	\$ 4,800
9	1-Inch Water Meter, with Meter Box and Cover, Complete in Place	\$ 1,650
10	All Weather Access Road, Including Crushed Limestone and 8-Inch Cement Stabilized Sand Subgrade, Complete in Place	\$ 5,250
11	8-Foot-Tall Wood Fence with Double Swing Gate and Pedestrian Gate, As Shown in Construction Plans, Complete in Place	\$ 14,250
12	Decommissioning Existing Lift Station, Complete in Place	\$ 20,000
13	Site Grading, Complete in Place	\$ 10,000
14	Lift Station and Force Main Testing, Complete in Place	\$ 3,000
15	6-Inch Concrete Filled Steel Bollards, Complete in Place	\$ 10,000
16	Yard Lighting, Complete in Place	\$ 2,500
17	Trench Safety System, Greater than 5-Feet, Complete in Place	\$ 1,700
18	Proposed 6-Inch Force Main Connection to Existing 6-Inch Force Main, Complete in Place	\$ 2,000
19	Cut, Partially Remove, and Dispose of Offsite Existing 6-Inch Sanitary Sewer Force Main, Plug and Abandon in Place, Complete in Place	\$ 1,000
20	Bypass Pumping as Necessary to Provide Adequate Time for Removal and Installation of Proposed 6-Inch Force Main to Existing 6-Inch Force Main, Complete in Place	\$ 8,000
21	(TCEQ) Texas Pollutant Discharge Elimination System (TPDES) Regulations	\$ 3,250
22	Reinforced Filter Fabric Fence, When Authorized by Owner, Complete in	\$ 800
23	Removal of Filter Fabric Fence Following Construction Completion, When	\$ 200
24	Stabilized Construction Road and Exit, When Authorized by Owner,	\$ 2,000
25	Move-in and Start-up as Required to Begin Construction	\$ 50,000
26	Accordance with Harris County Flood Control District Specification	\$ 2,000
27	Engineering	\$ 141,300
28	Materials Testing (3%)	\$ 42,800
29	Contingency (15%)	\$ 241,700
GRAND TOTAL		\$ 1,853,050

NOTES:

1. This Opinion of probable cost (OPC) is based on recent bids in project vicinity
2. This opinion of probable cost (OPC) is based on discussions with the City of Alvin.
3. Cost shown herein exclude interest, legal fees, services provided by others, off-site easement preparation/procurement, jurisdictional determination, tree survey, permit processing, Park Fees, W/WW Impact Fees, traffic signals, or other costs not specifically addressed.
4. Pape-Dawson has no control over cost of labor, materials, equipment, contractors' competitive bidding or market conditions.
5. This estimate assumes no pipeline relocation will be necessary.

This document is released for the purpose of interim review under the authorization of Amanda L. Edmondson, P.E. No. 100221. Texas Board of Professional Engineers, Firm No. 470



AGENDA COMMENTARY

Meeting Date: 3/21/2024

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider Ordinance 24-I, establishing a “No Parking” zone along a portion of W. Cleveland Street; authorizing the installation of appropriate signage; providing for a penalty and publication; and making other findings related thereto.

Type of Item: Ordinance

Summary: Ordinance 24-I establishes a “No Parking” zone along the north side of W. Cleveland Street beginning at the east right-of-way line of S. Johnson Street and extending eastward a distance of 170 feet. This Ordinance is being proposed due to traffic safety concerns that were received from the owner of the proposed Promiseland Preschool to be located at 715 W. Adoue. The attached photos show the W. Cleveland Street side of the preschool’s property and the typical vehicle parking situation.

Staff recommends approval of Ordinance 24-I.

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: 3/13/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed:

Supporting documents attached:

1. Ord 24-I No Parking Zone - W. Cleveland St.
 2. Exhibit A
 3. Photo 1
 4. Photo 2
-

Recommendation: Move to approve Ordinance 24-I, establishing a “No Parking” zone along a portion of W. Cleveland Street; authorizing the installation of appropriate signage; providing for a penalty and publication; and making other findings 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 24-I

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ESTABLISHING A “NO PARKING” ZONE ALONG A PORTION OF W. CLEVELAND STREET; AUTHORIZING INSTALLATION OF APPROPRIATE SIGNAGE; PROVIDING FOR A PENALTY AND PUBLICATION; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

Section 1. That there is hereby established a “No Parking” zone along the north side of W. Cleveland Street beginning at the east right-of-way line of S. Johnson Street and extending eastward a distance of 170 feet.

Section 2. Authority to Erect Signs. The City Manager of the City of Alvin, Texas, or his designee, after the effective date of this Ordinance, shall cause to be erected the appropriate signage designating the “No Parking” zone, as required by the Texas Manual on Uniform Traffic Control Devices, along W. Cleveland Street.

Section 3. Penalty Provision. Any person violating the parking restriction established by this Ordinance, upon conviction, shall be punished by a fine in accordance with the general penalty section 1-5 of the Code of Ordinances.

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 the *City of Alvin Charter*.

Section 5. Open Meetings Act. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this the 21st day of March 2024.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



Exhibit A - W. Cleveland Street Proposed No Parking Zone







AGENDA COMMENTARY

Meeting Date: 3/21/2024

Department: Legal Department

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider Ordinance 24-H, amending the City of Alvin, Code of Ordinances, Chapter 3, Alcoholic Beverages, for the purpose of adding definitions, revising language, and providing for a variance; providing for severability; providing for a penalty; providing for publication; and providing for other matters related thereto.

Type of Item: Ordinance

Summary: Over the last several months, it has become apparent that an update to this Ordinance is warranted. As discussed in the workshop held with City Council on March 7, 2024, this ordinance update encompasses the following:

- incorporates a list of definitions
- compiles a record of what Texas Alcoholic Beverage Commission (TABC) licenses have been authorized in the City per local option elections held
- removes the 500 ft. residency requirement restricting the placement of bars within 500 ft of a dwelling
- includes a variance provision for distance requirements
- incorporates minor adjustments in wording to enhance clarity and ease of comprehension

This comprehensive update aims to ensure the ordinance aligns with current needs and standards, facilitating smoother implementation and enforcement moving forward.

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: 3/4/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed:

Supporting documents attached:

1. Ord 24-H; Chapter 3; Alcohol Amendment; redline
2. Ord 24-H; Chapter 3; Alcohol Amendment; clean copy

Recommendation: Move to approve Ordinance 24-H, amending the City of Alvin, Code of Ordinances, Chapter 3, Alcoholic Beverages, for the purpose of adding definitions, revising language, and providing for a variance; providing for severability; providing for a penalty; providing for publication; and providing for other matters related thereto.

Reviewed by Department Head, if applicable:

Reviewed by Chief Financial Officer, if applicable:

Reviewed by City Attorney, if applicable: X

Reviewed by City Manager, if applicable: X

ORDINANCE NO. 24-H

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 3, ALCOHOLIC BEVERAGES, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING ARTICLE II, LICENSE TO MANUFACTURE, SELL OR DISTRIBUTE BEER TO ADD DEFINITIONS, LICENSES, AND PROVIDING FOR A VARIANCE PROCEDURE; PROVIDING FOR PENALTIES; PROVIDING FOR PUBLICATION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

WHEREAS, the City Council of the City of Alvin wishes to revise Chapter 3 to conform with the Texas Alcoholic Beverage Code;

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

Section 1. That Chapter 3, Alcoholic Beverages, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

CHAPTER 3 – ALCOHOLIC BEVERAGES

ARTICLE I. IN GENERAL

Sec. 3-1. Sales to minors.

- (a) *Prohibited.* It shall be unlawful for any person, to sell, give, lend or in any way make available any alcoholic beverage to any person under the age of twenty-one (21) years of age, unless authority to do so is permitted by law.
- (b) ~~*Definition.* The terms ““alcoholic beverage””, as used herein shall have the same meaning as such term is given under the Texas Alcoholic Beverage Code.~~
- (c) *Exemption.* This section shall not apply to a licensee, or any other person who may be punished for the offense herein set out under the provisions of the Texas Alcoholic Beverage Code.

- (d) *Penalty.* Any person violating any provision of this section shall be punished as prescribed by section 1-5 of the Code of Ordinances of the city.

...

ARTICLE II. LICENSE TO ~~MANUFACTURE, SELL OR DISTRIBUTE~~ BEER ALCOHOLIC BEVERAGES

Sec. 3-11. Definitions.

For the purpose of this article, the words used herein, unless expressly stated otherwise, shall have the meanings and definitions prescribed by the Texas Alcoholic Beverage Code.

“Alcohol-free school zone” means a designated area within one thousand (1,000) feet of a private school.

“Alcoholic beverage” means alcohol, or any beverage containing more than one-half of one percent of alcohol by volume, which is capable of use for beverage purposes, either alone or when diluted.

“Child-care facility” means a facility licensed, certified, or registered by the department to provide assessment, care, training, education, custody, treatment, or supervision for a child who is not related by blood, marriage, or adoption to the owner or operator of the facility, for all or part of the 24-hour day, whether or not the facility is operated for profit or charges for the services it offers.

“Day-care center” means a child-care facility that provides care at a location other than the residence of the director, owner, or operator of the child-care facility for seven or more children under 14 years of age for less than 24 hours a day, but at least two hours a day, three or more days a week.

“Distilled spirits” means alcohol, spirits of wine, whiskey, rum, brandy, gin, or any liquor produced in whole or in part by the process of distillation, including all dilutions or mixtures of them, and includes spirit coolers that may have an alcoholic content as low as four percent alcohol by volume and that contain plain, sparkling, or carbonated water and may also contain one or more natural or artificial blending or flavoring ingredients.

“Malt beverage” means a fermented beverage of any name or description containing one-half of one percent or more of alcohol by volume, brewed or produced from malt, in whole or in part, or from any malt substitute.

“Mixed beverage” means one or more servings of a beverage composed in whole or part of an alcoholic beverage in a sealed or unsealed container of any legal size, including malt beverages, wine, and distilled spirits.

“Private school” means a private school, including a parochial school, that:

(1) offers a course of instruction for students in one or more grades from kindergarten through grade 12; and

(2) has more than 100 students enrolled and attending courses at a single location.

“Residence” means any structure which, at the time of the application for a permit, is being used as a dwelling place for residential purposes, whether single-family or multi-family including, but not limited to a house, duplex, apartment, townhouse, condominium, manufactured home, or any other building used for residential purposes.

“Residential purposes” shall include, but not be limited to, property used for houses, duplexes, townhouses, town homes and patio homes; property used for condominiums, apartments, hotels, motels and boarding houses shall not be considered as used for residential purposes.

“Restaurant” means a business that:

(1) operates its own permanent food service facility with commercial cooking equipment on its premises; and

(2) prepares and offers to sell multiple entrees for consumption on or off the premises.

"Wine and vinous liquor" means the product obtained from the alcoholic fermentation of juice of sound ripe grapes, fruits, berries, or honey, and includes wine coolers and saké.

Sec. 3-11.1. Licenses and Permits

In accordance with Brazoria County’s local option elections, and in accordance with the Texas Alcoholic Beverage Code, the following licenses and permits are authorized in the City of Alvin, provided all qualifications are met and/or restrictions followed:

a. Mixed Beverage Permit (MB) with Food and Beverage Certificate (FB):

i. A Food and Beverage Certificate will be issued if the receipts from the sale of alcoholic beverages by the license or permit holder at the location are 60 percent or less; or

ii. The facility is a restaurant.

b. Private Club Registration Permit (N) – authorizes the storage and service of distilled spirits, wine and malt beverages for club members’ on-premise consumption.

c. Retailer Dealer’s Off-Premise License (BF) – authorizes the sale of malt beverages for off-premise consumption.

d. Retail Dealer’s On-Premise License (BE) – authorizes the sale of malt beverages for on-premises consumption.

e. Retailer Late Hours Certificate (LH) – authorizes the holder of an MB and FB, or BE to sell and/or serve between the hours of midnight and 2 a.m.

f. Wine and Malt Beverage Retailer’s Off-Premises Permit (BQ) – authorizes the sale of alcoholic beverages for off-premise consumption for grocery stores, gas stations.

g. Wine Only Package Store Permit (Q) – authorizes the sale of malt beverages and wine to consumers for off-premise consumption.

Sec. 3-12. City license fee—Amount.

Any person holding a license issued by the Texas Alcoholic Beverage Commission for the ~~manufacture, distribution or~~ sale of beer-alcoholic beverages who owns or maintains a place of business located within the City of Alvin in connection with which such license has been issued shall pay the license fees set forth in chapter 28 of this Code.

Sec. 3-13. Payment, due date.

The license fees herein prescribed, shall be paid to the engineering department at the public service facility, Alvin, Texas, and shall be due on or before the same day every two (2) years that the state license fee for the license held by such person or establishment authorizing the sale of alcoholic beverages ~~(on-site) with subordinate permit as determined by the permit held by the establishment or sale of beer (on-site/off-site) determined by the permit held by the establishment.~~

Sec. 3-14. Dates of state license to be furnished engineering department.

Upon the effective enactment of this article, each person maintaining a place of business or establishment as referred to in this article, shall furnish to the engineering department the date of expiration of the license such person holds from the State of Texas which authorizes such ~~manufacture, distribution or~~ sale of beer-alcoholic beverages and each person who thereafter obtains a state license, shall furnish the engineering department with information concerning the date of issuance of such license and the date of its expiration. Any person who fails or refuses to furnish the information required in this section, after written request by the engineering department, shall be deemed guilty of a misdemeanor and subject to fine as hereinafter provided.

...

Sec. 3-19. ~~Sales near school, church, hospital, dwelling and day-care/child-care facility~~Location Restrictions.

(a) Churches, Schools, Hospitals and Residences. Except as provided in this subsection, it shall be unlawful for any ~~dealer-person or establishment~~ to sell alcoholic beverages within the corporate limits of the city where the place of business of such ~~dealer establishment~~ is within three hundred (300) feet of a church, public or private school, ~~or~~ public hospital, or residence.

(i) This subsection shall not apply to the holder of a license or permit who also holds a food and beverage certificate (i.e., a restaurant) covering a premise that is located within three hundred (300) feet of a private school;~~;~~ ~~or~~

~~i. a license or permit covering a premise where minors are prohibited from entering under Texas Alcoholic Beverage Code § 109.53 and that is located within three hundred (300) feet of a private school.~~

(b) Alcohol-Free School Zone.

(i) Except as provided in this subsection, it shall be unlawful for any person or establishment ~~dealer~~ to sell alcoholic beverages within the corporate limits of the

city within 1,000 feet of ~~in~~ any area designated as an "alcohol-free school zone" pursuant to this subsection.

- (ii) Following receipt of a written request from the governing body of a public or private school for the designation of an alcohol-free school zone, the city council may designate areas within one thousand (1,000) feet of the public or private school as an alcohol-free school zone. Requests for designation shall be filed with the city secretary and shall be presented to city council as soon as practicable following their filing. Designations under this subsection may be made by City Council motion.

(iii) The prohibition set forth in this subsection shall not apply to the holder of:

- i. An establishment that holds an on-premises consumption permit or license if less than fifty (50) percent of the gross receipts for the premises is from the sale or service of alcoholic beverages; or
- ii. a retail off-premises consumption permit or licenses if less than fifty (50) percent of the gross receipts for the premises, excluding the sale of items subject to the motor fuels tax, is from the sale or service of alcoholic beverages; ~~or~~

(c) Day-Care Center or Child-Care Facility.

- (i) This subsection establishes additional criteria regarding the sale of alcoholic beverages and shall apply only to a permit or license holder under the following chapters of the Texas Alcoholic Beverage Code who does not hold a food and beverage certificate: Chapter 25 (Wine and Beer Retailer's Permit), Chapter 28 (Mixed Beverage Permit), Chapter 32 (Private Club Registration Permit), Chapter 69 (Retail Dealer's On-Premises License) or ~~Chapter 74 (Brewpub License).~~ Except as provided in this subsection, it shall be unlawful for any ~~dealer person or establishment~~ specified in this subsection to sell alcoholic beverages within the corporate limits of the city where the place of business is within three hundred (300) feet of a day-care center or child-care facility. ~~For purposes of this section 3-19, "day-care center" and "child-care facility" shall have the meanings set forth in the Texas Human Resources Code § 42.002.~~
- (ii) This subsection shall not apply to a permit or license holder who sells alcoholic beverages if:
 - i. the permit or license holder and the day-care center or child-care facility are located on different stories of a multistory building; or
 - ii. the permit or license holder and the day-care center or child-care facility are located in separate buildings and either the permit or license holder or the day-care center or child-care facility is located on the second story or higher of a multistory building.

(d) Measurements.

- (i) The measurement of the distance between the place of business where alcoholic beverages are sold and a church or public hospital shall be along the property

lines of the street fronts and from front door to front door and in direct line across intersections.

(ii) The measurement of the distance between the place of business where alcoholic beverages are sold and a public or private school shall be in a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections.

(ii)(iii) The measurement of the distance between the place of business where alcoholic beverages are sold and a residence shall be in a direct line from the property line of the residence to the property line of the place of business, and in a direct line across intersections.

(iii)(iv) If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.

(iv)(v) Except as provided in subsection (gf) below, the measurement of the distance between the place of business where alcoholic beverages are sold and a day-care center or child-care facility shall be along the property lines of the street fronts and from front door to front door and in direct line across intersections.

(v)(vi) (iii) a wholesaler's, distributor's, brewer's, distiller's, and rectifier's, winery, wine bottler's, or manufacturer's permit or license, or any other license or permit held by a wholesaler or manufacturer as those words are ordinarily used and understood in Texas Alcoholic Beverage Code Ch. 102. Furthermore, an alcoholic free school zone designated upon request of the governing body of a private school shall have no application to a holder of (i) a license or permit issued under Texas Alcoholic Beverage Code, Chapters 27, 31, or 72, who is operating on the premises of a private school; or (ii) a license or permit covering a premise where minors are prohibited from entering under Texas Alcoholic Beverage Code § 109.53 and that is located within one thousand (1,000) feet of a private school.

(e) Bars:

b. Notwithstanding the provisions of subsection (a), it shall be unlawful for a bar to locate within five hundred (500) feet of a dwelling, church, public or private school, public hospital, day care center or child care facility. For purposes of this section 3-19, "bar" shall mean an establishment that derives seventy-five (75) percent or more of the establishment's gross revenues from the on-premises sale of alcoholic beverages. "Dwelling" shall mean a house, duplex, apartment, townhouse, condominium, manufactured home, or any other building used for residential purpose.

c. Any person applying for a certificate of occupancy for a bar must file an affidavit with the building official stating whether the establishment will derive seventy-five (75) percent or more of its gross quarterly (three-month) revenue from the

~~sale of alcoholic beverages for on-premises consumption. Any person owning or operating an establishment that sells or serves alcoholic beverages shall, upon request, supply the building official with any records needed to document the percentage of gross revenue on a quarterly (three-month) basis derived from the sale of alcoholic beverages.~~

~~d.—~~

- (e) ~~Except as provided in subsection (f) below, for purposes of subsections (a) and (c) the measurement of the distance between the place of business where alcoholic beverages are sold and the church, public hospital, day-care center or child-care facility shall be along the property lines of the street fronts and from front door to front door and in direct line across intersections. For purposes of subsection (d), the measurement of the distance between the bar and the dwelling, church, public or private school, public hospital, day-care center or child-care facility shall be in a direct line from the property line of the bar to the property line of the dwelling, church, public or private school, public hospital, day-care center or child-care facility. Except as provided in subsection (f) below, for purposes of subsection (b) the measurement of the distance between the place of business where alcoholic beverages are sold and the private school shall be (i) in a direct line from the property line of the private school to the property line of the place of business, and in a direct line across intersections; or (ii) if the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.~~
- (f) As to any ~~dealer-person or establishment~~ who held a license or permit on September 1, 1983 in a location where a regulation under Texas Alcoholic Beverage Code § 109.33 was in effect on that date, for purposes of ~~subsections (a), (b), (c) and (d)~~ the above subsections,, the measurement of the distance between the place of business of the dealer and a public or private school shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections.
- (g) Variance.
- a. A request for a variance from the location restrictions found in section (d) (iii) above (locations within 300 feet of a residence) shall be submitted by written notice to the City Secretary and addressed to the Mayor and City Council asking for a hearing before the City Council. Upon such written request, City Council may authorize a variance from this Section.
- a.b. City Council may authorize a variance if they determine that enforcement of the regulation in a particular instance:
- i. is not in the best interest of the public;
 - ii. constitutes waste or inefficient use of land or other resources;
 - iii. creates an undue hardship on an applicant for a license or permit;
 - iv. does not serve its intended purpose;
 - v. is not effective or necessary; or

vi. for any other reason the Council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.

(hg) This section shall be administered in a manner consistent with the Texas Alcoholic Beverage Code. Furthermore, nothing in this section shall be construed to permit or authorize that which is prohibited by the Texas Alcoholic Beverage Code or any other law.

Sec. 3-20. Cancellation of state license or permit.

If a state license or permit is issued that allows the sale of an alcoholic beverage(s) at a location prohibited by this article or other code provision, the city shall forthwith give notice of such violation to the Texas Alcoholic Beverage Commission and request cancellation of the license/permit.

Sec. 3-21. Regulation of closing hours.

The hours for the sale and offer for sale or delivery of ~~beer~~alcoholic beverages by a holder of a retail dealers on-premises license are extended in accordance with, Texas Alcoholic Beverage Code § 105.05(d)(2) so that holders of retail dealers on-premises late hours licenses may sell or offer for sale and deliver ~~beer~~alcoholic beverages between midnight and 2:00 a.m. on any day.

...

Section 2. That except as amended, herein all other provisions of Chapter 3 of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

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

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

Section 5. Incorporation into Code of Ordinances. The provisions of this Ordinance shall be included and incorporated in the Code of Ordinances, City of Alvin, Texas, as an addition,

amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

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

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

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

PASSED and APPROVED on the 21st day of March 2024.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

ORDINANCE NO. 24-H

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 3, ALCOHOLIC BEVERAGES, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING ARTICLE II, LICENSE TO MANUFACTURE, SELL OR DISTRIBUTE BEER TO ADD DEFINITIONS, LICENSES, AND PROVIDING FOR A VARIANCE PROCEDURE; PROVIDING FOR PENALTIES; PROVIDING FOR PUBLICATION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

WHEREAS, the City Council of the City of Alvin wishes to revise Chapter 3 to conform with the Texas Alcoholic Beverage Code;

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

Section 1. That Chapter 3, Alcoholic Beverages, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

CHAPTER 3 – ALCOHOLIC BEVERAGES

ARTICLE I. IN GENERAL

Sec. 3-1. Sales to minors.

- (a) *Prohibited.* It shall be unlawful for any person, to sell, give, lend or in any way make available any alcoholic beverage to any person under the age of twenty-one (21) years of age, unless authority to do so is permitted by law.
- (b) *Exemption.* This section shall not apply to a licensee, or any other person who may be punished for the offense herein set out under the provisions of the Texas Alcoholic Beverage Code.
- (c) *Penalty.* Any person violating any provision of this section shall be punished as prescribed by section 1-5 of the Code of Ordinances of the city.

...

ARTICLE II. LICENSE TO SELL ALCOHOLIC BEVERAGES

Sec. 3-11. Definitions.

For the purpose of this article, the words used herein, unless expressly stated otherwise, shall have the meanings and definitions prescribed by the Texas Alcoholic Beverage Code.

“Alcohol-free school zone” means a designated area within one thousand (1,000) feet of a private school.

“Alcoholic beverage” means alcohol, or any beverage containing more than one-half of one percent of alcohol by volume, which is capable of use for beverage purposes, either alone or when diluted.

“Child-care facility” means a facility licensed, certified, or registered by the department to provide assessment, care, training, education, custody, treatment, or supervision for a child who is not related by blood, marriage, or adoption to the owner or operator of the facility, for all or part of the 24-hour day, whether or not the facility is operated for profit or charges for the services it offers.

“Day-care center” means a child-care facility that provides care at a location other than the residence of the director, owner, or operator of the child-care facility for seven or more children under 14 years of age for less than 24 hours a day, but at least two hours a day, three or more days a week.

“Distilled spirits” means alcohol, spirits of wine, whiskey, rum, brandy, gin, or any liquor produced in whole or in part by the process of distillation, including all dilutions or mixtures of them, and includes spirit coolers that may have an alcoholic content as low as four percent alcohol by volume and that contain plain, sparkling, or carbonated water and may also contain one or more natural or artificial blending or flavoring ingredients.

“Malt beverage” means a fermented beverage of any name or description containing one-half of one percent or more of alcohol by volume, brewed or produced from malt, in whole or in part, or from any malt substitute.

“Mixed beverage” means one or more servings of a beverage composed in whole or part of an alcoholic beverage in a sealed or unsealed container of any legal size, including malt beverages, wine, and distilled spirits.

“Private school” means a private school, including a parochial school, that:

(1) offers a course of instruction for students in one or more grades from kindergarten through grade 12; and

(2) has more than 100 students enrolled and attending courses at a single location.

“Residence” means any structure which, at the time of the application for a permit, is being used as a dwelling place for residential purposes, whether single-family or multi-family, including but not limited to a house, duplex, apartment, townhouse, condominium, manufactured home, or any other building used for residential purposes.

“Residential purposes” shall include, but not be limited to, property used for houses, duplexes, townhouses, town homes and patio homes; property used for condominiums, apartments, hotels, motels and boarding houses shall not be considered as used for residential purposes.

“Restaurant” means a business that:

(1) operates its own permanent food service facility with commercial cooking equipment on its premises; and

(2) prepares and offers to sell multiple entrees for consumption on or off the premises.

"Wine and vinous liquor" means the product obtained from the alcoholic fermentation of juice of sound ripe grapes, fruits, berries, or honey, and includes wine coolers and saké.

Sec. 3-11.1. Licenses and Permits

In accordance with Brazoria County's local option elections, and in accordance with the Texas Alcoholic Beverage Code, the following licenses and permits are authorized in the City of Alvin, provided all qualifications are met and/or restrictions followed:

(a) Mixed Beverage Permit (MB) with Food and Beverage Certificate (FB):

- i. A Food and Beverage Certificate will be issued if the receipts from the sale of alcoholic beverages by the license or permit holder at the location are 60 percent or less; or
- ii. The facility is a restaurant.

(b) Private Club Registration Permit (N) – authorizes the storage and service of distilled spirits, wine and malt beverages for club members' on-premises consumption.

(c) Retailer Dealer's Off-Premise License (BF) – authorizes the sale of malt beverages for off-premise consumption.

(d) Retail Dealer's On-Premise License (BE) – authorizes the sale of malt beverages for on-premises consumption.

(e) Retailer Late Hours Certificate (LH) – authorizes the holder of an MB and FB, or BE to sell and/or serve between the hours of midnight and 2 a.m.

(f) Wine and Malt Beverage Retailer's Off-Premises Permit (BQ) – authorizes the sale of alcoholic beverages for off-premise consumption for grocery stores, gas stations.

(g) Wine Only Package Store Permit (Q) – authorizes the sale of malt beverages and wine to consumers for off-premise consumption.

Sec. 3-12. City license fee—Amount.

Any person holding a license issued by the Texas Alcoholic Beverage Commission for the sale of alcoholic beverages who owns or maintains a place of business located within the City of Alvin in connection with which such license has been issued shall pay the license fees set forth in chapter 28 of this Code.

Sec. 3-13. Payment, due date.

The license fees herein prescribed, shall be paid to the engineering department at the public service facility, Alvin, Texas, and shall be due on or before the same day every two (2) years that the state license fee for the license held by such person or establishment authorizing the sale of alcoholic beverages.

Sec. 3-14. Dates of state license to be furnished engineering department.

Upon the effective enactment of this article, each person maintaining a place of business or establishment as referred to in this article, shall furnish to the engineering department the date of

expiration of the license such person holds from the State of Texas which authorizes such sale of alcoholic beverages and each person who thereafter obtains a state license, shall furnish the engineering department with information concerning the date of issuance of such license and the date of its expiration. Any person who fails or refuses to furnish the information required in this section, after written request by the engineering department, shall be deemed guilty of a misdemeanor and subject to fine as hereinafter provided.

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Sec. 3-19. Location Restrictions.

(a) Churches, Schools, Hospitals and Residences. Except as provided in this subsection, it shall be unlawful for any person or establishment to sell alcoholic beverages within the corporate limits of the city where the place of business of such establishment is within three hundred (300) feet of a church, public or private school, public hospital, or residence.

- i. This subsection shall not apply to the holder of a license or permit who also holds a food and beverage certificate (i.e., a restaurant) covering a premise that is located within three hundred (300) feet of a private school.

(b) Alcohol-Free School Zone.

- i. Except as provided in this subsection, it shall be unlawful for any person or establishment to sell alcoholic beverages within the corporate limits of the city within 1,000 feet of any area designated as an “alcohol-free school zone” pursuant to this subsection.
- ii. Following receipt of a written request from the governing body of a public or private school for the designation of an alcohol-free school zone, the City Council may designate areas within one thousand (1,000) feet of the public or private school as an alcohol-free school zone. Requests for designation shall be filed with the City Secretary and shall be presented to City Council as soon as practicable following their filing. Designations under this subsection may be made by City Council motion.
- iii. The prohibition set forth in this subsection shall not apply to the holder of:
 1. An establishment that holds an on-premises consumption permit or license if less than fifty (50) percent of the gross receipts for the premises is from the sale or service of alcoholic beverages; or
 2. a retail off-premises consumption permit or licenses if less than fifty (50) percent of the gross receipts for the premises, excluding the sale of items subject to the motor fuels tax, is from the sale or service of alcoholic beverages.

(c) Day-Care Center or Child-Care Facility.

- i. This subsection establishes additional criteria regarding the sale of alcoholic beverages and shall apply only to a permit or license holder under the following chapters of the Texas Alcoholic Beverage Code who does not hold a food and beverage certificate: Chapter 25 (Wine and Beer Retailer's Permit), Chapter 28 (Mixed Beverage Permit), Chapter 32 (Private Club Registration Permit), or Chapter 69 (Retail Dealer's On-Premises License). Except as provided in this

subsection, it shall be unlawful for any person or establishment specified in this subsection to sell alcoholic beverages within the corporate limits of the city where the place of business is within three hundred (300) feet of a day-care center or child-care facility.

- ii. This subsection shall not apply to a permit or license holder who sells alcoholic beverages if:
 - 1. the permit or license holder and the day-care center or child-care facility are located on different stories of a multistory building; or
 - 2. the permit or license holder and the day-care center or child-care facility are located in separate buildings and either the permit or license holder or the day-care center or child-care facility is located on the second story or higher of a multistory building.

(d) Measurements.

- i. The measurement of the distance between the place of business where alcoholic beverages are sold and a church or public hospital shall be along the property lines of the street fronts and from front door to front door and in direct line across intersections.
 - ii. The measurement of the distance between the place of business where alcoholic beverages are sold and a public or private school shall be in a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections.
 - iii. The measurement of the distance between the place of business where alcoholic beverages are sold and a residence shall be in a direct line from the property line of the residence to the property line of the place of business, and in a direct line across intersections.
 - iv. If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
 - v. Except as provided in subsection (e) below, the measurement of the distance between the place of business where alcoholic beverages are sold and a day-care center or child-care facility shall be along the property lines of the street fronts and from front door to front door and in direct line across intersections.
- (e) As to any person or establishment who held a license or permit on September 1, 1983 in a location where a regulation under Texas Alcoholic Beverage Code § 109.33 was in effect on that date, for purposes of the above subsections,, the measurement of the distance between the place of business of the dealer and a public or private school shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections.

(f) Variance.

- i. A request for a variance from the location restrictions found in this section shall be submitted by written notice to the City Secretary and addressed to the Mayor

and City Council asking for a hearing before the City Council. Upon such written request, City Council may authorize a variance from this Section.

ii. City Council may authorize a variance if they determine that enforcement of the regulation in a particular instance:

1. is not in the best interest of the public;
2. constitutes waste or inefficient use of land or other resources;
3. creates an undue hardship on an applicant for a license or permit;
4. does not serve its intended purpose;
5. is not effective or necessary; or
6. for any other reason the Council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.

(g) This section shall be administered in a manner consistent with the Texas Alcoholic Beverage Code. Furthermore, nothing in this section shall be construed to permit or authorize that which is prohibited by the Texas Alcoholic Beverage Code or any other law.

Sec. 3-20. Cancellation of state license or permit.

If a state license or permit is issued that allows the sale of an alcoholic beverage(s) at a location prohibited by this article or other code provision, the city shall forthwith give notice of such violation to the Texas Alcoholic Beverage Commission and request cancellation of the license/permit.

Sec. 3-21. Regulation of closing hours.

The hours for the sale and offer for sale or delivery of alcoholic beverages by a holder of a retail dealers on-premises license are extended in accordance with Texas Alcoholic Beverage Code § 105.05(d)(2), so that holders of retail dealers on-premises late hours licenses may sell or offer for sale and deliver alcoholic beverages between midnight and 2:00 a.m. on any day.

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Section 2. That except as amended, herein all other provisions of Chapter 3 of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

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

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

remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

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

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

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

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

PASSED and APPROVED on the 21st day of March 2024.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary