

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, April 4, 2024

7:00 PM

(Council Chambers)

Alvin City Hall, 216 West Sealy, Alvin, Texas 77511

Persons with disabilities who plan to attend this meeting that will require special services please contact the City Secretary's Office at 281-388-4255 or droberts@cityofalvin.com 48 hours prior to the meeting time. City Hall is wheelchair accessible, and a sloped curb entry is available at the south entrance to City Hall.

NOTICE is hereby given of a Regular Meeting and Executive Session of the City Council of the City of Alvin, Texas, to be held on Thursday, **APRIL 4, 2024**, at 7:00 PM in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

- A. Child Abuse Awareness Month Proclamation.
- B. Public Safety Telecommunicators Week Proclamation - April 14-20, 2024.

4. PUBLIC COMMENT

5. CONSENT AGENDA

- A. Consider approval of the March 21, 2024, City Council meeting minutes.
- B. Consider an agreement with McKinstry through The Interlocal Purchasing System (TIPS) cooperative purchasing network for the replacement of the Building Automation System for the Recreation Center in an amount not to exceed \$103,636; and authorize the City Manager to sign related documents upon legal review.
- C. Consider a master preliminary plat of Preservation Creek Phase 3 (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 114.61 acres out of the W.D.C Hall Survey, Abstract No. 69 and portions of the Kanawha Texas Company's Subdivision, Vol. 2, Pg. 53, B.C.D.R. City of Alvin, Brazoria County, Texas.

6. OTHER BUSINESS

- A. Consider an Interlocal Agreement between the City of Alvin and the Rosharon Volunteer Fire Department for fire protection services for the Preservation Creek Subdivision

Development Area from April 15, 2024 through December 31, 2024, for an amount not to exceed \$12,000; and authorize the Mayor to sign the Agreement upon legal review.

- B. Consider a License Agreement for Exclusive Use of City Property between the City of Alvin and the Veterans of Foreign War Post 5237 for Bar-B-Q Cook-Off, car show and live music at Briscoe Park from Thursday, May 2, 2024, to Sunday, May 5, 2024, with the actual event scheduled for Friday, May 3 through Saturday, May 4, 2024; and authorize the City Manager to sign the Agreement upon legal review.
- C. Consider Ordinance 24-K of the City Council of the City of Alvin, Texas, amending Ordinance 23-V, passed and approved September 7, 2023, same being an ordinance approving and adopting the City of Alvin's Budget for Fiscal Year 2023-24, by approving a budget amendment to the original 2023-24 budget; providing for supplemental appropriation and/or transfer of funds for the purpose of amending the budget of the General Capital Projects Fund by \$70,629 to fund the construction and installation of a porte cochère to the east side entrance of the Alvin Senior Center (309 West Sealy); providing for severability; and providing for other matters related thereto.
- D. Consider a variance request from the City of Alvin Parks & Recreation Department to encroach 18 feet into the 25-foot building setback along the east side of the City of Alvin Senior Center, located at 309 W. Sealy Street, for the construction of a porte cochere.
- E. Consider an agreement with Horizon International Group through the Choice Partners Job Order Contract (JOC) Cooperative Purchasing Network to construct a Porta Cochere extending from the East End Assembly room entrance of the Senior Center in an amount not to exceed \$132,130; and authorize the City Manager to sign related documents upon legal review.
- F. Consider an agreement with Horizon International Group through the Choice Partners JOC Cooperative Purchasing Network to remove existing lights, provide and install nine (9) new lights per plans in and around the downtown parking lot in an amount not to exceed \$139,700; and authorize the City Manager to sign related documents upon legal review.
- G. Discuss DRAFT ordinance amending Chapter 15 - "Offenses and Miscellaneous Provisions" of the City of Alvin Code of Ordinances, by adding Article XI "Electioneering at Polling Locations," Section 15-123 "Purpose," Section 15-124 "Definitions,"" Section 15-125 "Electioneering on City Owned Facilities/Grounds;" providing for regulations of electioneering conducted on city property used as election polling locations; amending Chapter 17 1/2 "Signs" of the City of Alvin Code of Ordinances, Article IV "Construction, Placement and Maintenance," Section 17½-41 "Temporary Political Signs on Private Property," Providing for severability' providing a penalty of fine not to exceed the sum of \$500.00 for each offense; providing for an effective date; and providing for publication.
- H. Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

7. REPORTS FROM THE CITY MANAGER

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

8. ITEMS OF COMMUNITY INTEREST

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

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

9. EXECUTIVE SESSION

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

10. RECONVENE TO OPEN SESSION

- A. Consider and take action on item presented in Executive 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 April 1, 2024, at 5:45 p.m.**



/s/ Dixie Roberts

Dixie Roberts, City Secretary

Removal Date: _____

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



Office of the Mayor, City of Alvin, Texas

Proclamation

WHEREAS, Bikers Against Child Abuse, Inc. (B.A.C.A) has existed since 1995 with the intent to create a safer environment for abused children; and

WHEREAS, Countless children have been supported by B.A.C.A chapters, such as Jenna Quinn, author of Jenna's Law and victim of abuse that was adopted by B.A.C.A. and supported by them throughout her journey; and

WHEREAS, During the month of April, we recognize the importance of communities working with organizations like B.A.C.A. to shield children from further abuse and help to empower them to not feel afraid of the world in which they live; and

NOW, THEREFORE, I, Gabe Adame, as Mayor of the City of Alvin Texas and on behalf of the City Council do hereby proclaim April 2024, as

Child Abuse Awareness Month

in the City of Alvin and urge all citizens to stand with Bikers Against Child Abuse and commend them for their dedication, compassion, and tireless advocacy on behalf of abused children.

WITNESS my hand and seal this
4th day of April 2024.

Gabe Adame, Mayor



Office of the Mayor, City of Alvin, Texas

Proclamation

-
- WHEREAS,** emergencies that require police, fire or emergency medical services can occur at any time;
- WHEREAS,** when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and
- WHEREAS,** when an emergency occurs, telecommunicators are the first and most critical contact our citizens have with emergency services; and
- WHEREAS,** Public Safety Telecommunicators of the City of Alvin have contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients; and
- WHEREAS,** each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

NOW, THEREFORE, I, Gabe Adame, as Mayor of the City of Alvin Texas and on behalf of the City Council, do hereby proclaim the week of April 14-20, 2024, as

Public Safety Telecommunicators Week

in the City of Alvin, Texas, and encourage each and every citizen to express their appreciation to the Public Safety Telecommunicators for their diligence and professionalism in keeping our city and citizens safe.

WITNESS my hand and seal
this 4th day of April 2024.

Gabe Adame, Mayor

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL REGULAR MEETING
THURSDAY, MARCH 21, 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 at 7:00 PM in the Council Chambers at City Hall, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Chris Vaughn; Councilmembers: Martin Vela, Keko Moore, Glenn Starkey, Richard Garivey and Meagan DeKeyzer.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Dan Kelinske, Parks and Recreation Director; Michelle Segovia, City Engineer; Amy Sanchez, Utility Billing Manager; Michelle Nesrsta, Recreation Superintendent and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

There were no comments from the public.

CONSENT AGENDA

Consider approval of the March 7, 2024, City Council Workshop minutes.

Consider approval of the March 7, 2024, City Council meeting minutes.

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

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.

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.

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.

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.

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.

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.

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.

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

OTHER BUSINESS

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.

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.

Suzanne Hanneman, City Attorney, presented this item before City Council with explanation.

Council member Moore moved 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 Seconded by Council member Vela; motion carried with all members present voting Aye.

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.

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.

Suzanne Hanneman, City Attorney, presented this item before City Council with explanation.

Council member DeKeyser moved 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. Seconded by Council member Moore; motion carried with all members present voting Aye.

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.

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 33*

Staff recommends approval of Resolution 24-R-14, approving the Second Amendment to the Utility Services Contract.

Suzanne Hanneman, City Attorney, presented this item before City Council with explanation.

Council member Garivey moved 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 Seconded by Council member Moore; motion carried with all members present voting Aye.

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.

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.

Michelle Segovia, City Engineer, presented this item before City Council with explanation.

Council member Garivey moved 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. Seconded by Council member Vela; motion carried with all members present voting Aye.

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.

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.

Suzanne Hanneman, City Attorney, presented this item before City Council with explanation. Council member Starkey stated he does not agree with the variance process proposed or removal of the 500-foot requirement. Council member Vaughn expressed similar disagreement. Further discussion was had on the proposed changes to the ordinance.

Council member Moore moved 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. Seconded by Council member Garivey; motion carried with Mayor Adame casting a tie-breaking vote of Aye, and Council members Starkey, Vela and Vaughn all voting No.

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

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

REPORTS FROM THE CITY MANAGER

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

Mr. Roland announced items of community interest.

ITEMS OF COMMUNITY INTEREST

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

Council member Garivey mentioned the Alvin Music Fest this coming weekend.

Council member Starkey expressed thanks to the Alvin Museum Society for their recent fundraiser at which they raised over \$4,000 for the VFW.

Mayor Adame invited everyone to the Lego Land exhibit at the Alvin Museum.

ADJOURNMENT

Mayor Adame adjourned the meeting at 7:36 p.m.

PASSED and APPROVED the 4th of April 2024.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 4/4/2024

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider an agreement with McKinstry through The Interlocal Purchasing System (TIPS) cooperative purchasing network for the replacement of the Building Automation System for the Recreation Center in an amount not to exceed \$103,636; and authorize the City Manager to sign related documents upon legal review.

Type of Item: Action Item

Summary: The current building automated controls within the Recreation Center (formerly YMCA) are outdated and no longer supported by the current provider, DAC, Inc. Rather than utilize an upgraded version of the existing system at a cost of \$96,600 and \$315 monthly fee for a three (3) year commitment of service, staff recommended expanding the current building automation system (BAS) used in many other facilities. Johnson Controls "Facility Explorer" is currently used to provide building automation at City Hall, APD, Public Services and Senior Center. This system would seamlessly expand to the Recreation Center for uniformity and functionality. The cost of this system was anticipated during the process of purchasing the YMCA building.

BAS Professional Services Fee Proposal - \$97,636
6% Contingency (if needed): \$6,000
Total: \$ 103,636

Advantages of using The Interlocal Purchasing System Cooperative Purchasing Network:

- Fast track procurement process
- Lower procurement and administrative costs
- Fewer change orders and claims
- Competitively bid local pricing in lump sum proposal
- Ability to accomplish a substantial number of individual projects with a competitively bid contract

Staff recommends approval.

Funding Expected: Revenue Expenditure X

Budgeted Item: Yes X No N/A

Funding Account: 321-7001-00-3530 **Amount:** \$103,636

1295 Form Required? Yes No X

Legal Review Required: N/A Required X

Date Completed: 4/1/2024 SLH

Finance Review Required: N/A Required X

Date Completed: CT 4/1/24

Supporting documents attached:

1. Recreation Center Digital Buildings Proposal 3_21_24
-

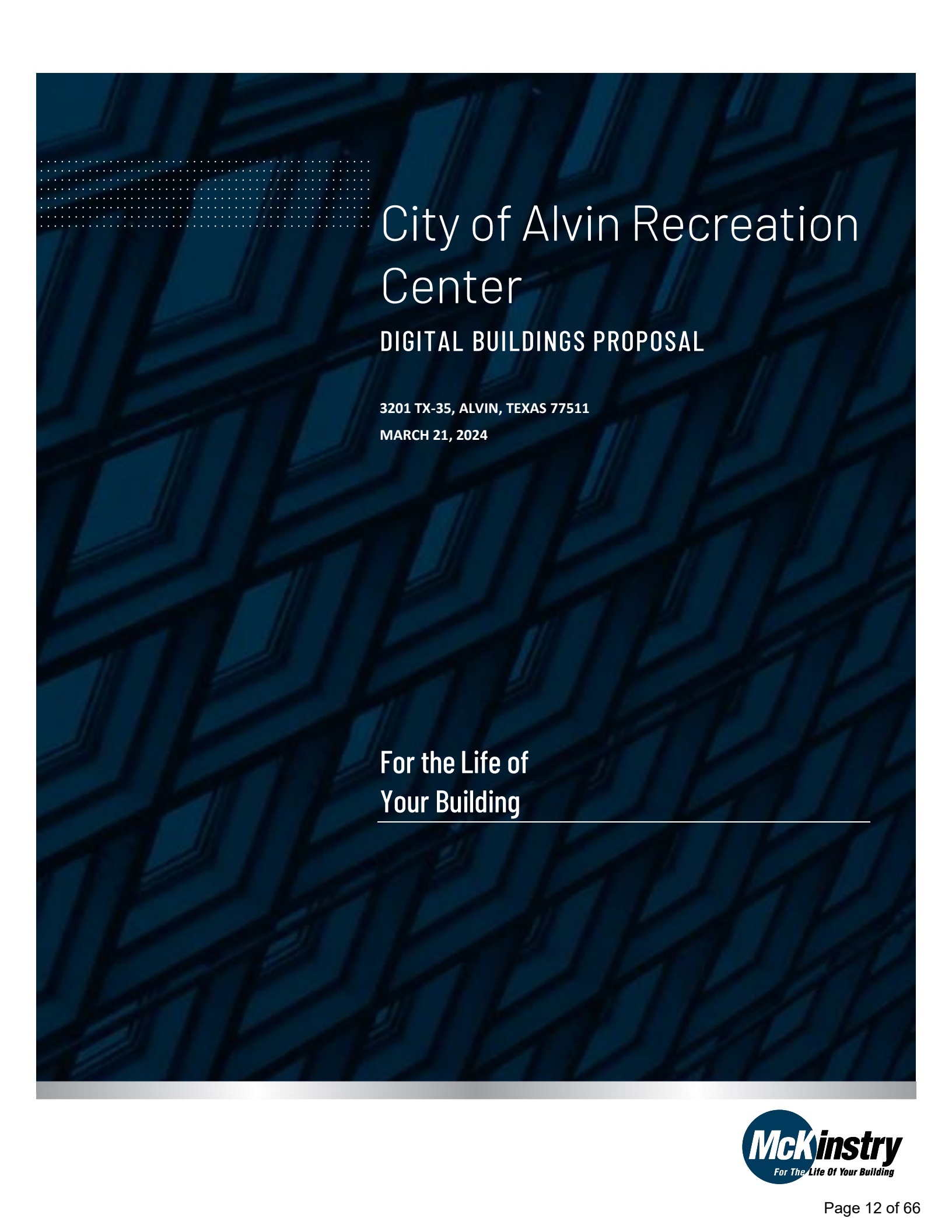
Recommendation: Move to approve an agreement with McKinstry through The Interlocal Purchasing System (TIPS) cooperative purchasing network for the replacement of the Building Automation System for the Recreation Center in an amount not to exceed \$103,636; and authorize the City Manager to sign related documents upon legal review.

Reviewed by Department Head, if applicable:

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: X

Reviewed by City Manager, if applicable: X



City of Alvin Recreation Center

DIGITAL BUILDINGS PROPOSAL

3201 TX-35, ALVIN, TEXAS 77511

MARCH 21, 2024

For the Life of
Your Building



March 21, 2024

Mr. Dan Kelinske

City of Alvin
1100 W. Highway 6
Alvin, Texas 77511

Re: Digital Buildings Proposal

Dear City of Alvin Project Team,

Thank you for the opportunity to submit a proposal to assist City of Alvin in the development of a future-proofed Building Automation System (BAS) that accommodates equipment and installers from a variety of sources into a new, unified system. By taking a multi-phased approach, McKinstry will work with City of Alvin stakeholders to create a long-term plan that addresses standardization of City of Alvin BAS.

Our partnership with City of Alvin, in combination with our unique in-house Digital Buildings resources, will provide your planning and operations teams with unparalleled support in addressing the organizational and technological challenges of standardizing building automation across facilities owned by City of Alvin. We look forward to partnering with you and your team on this endeavor and will be 100% dedicated to assisting with the successful development of a strong foundation for the future of building automation at City of Alvin.

If you have any questions or want to discuss our proposal in more detail, you can reach me at the contact information below.

Sincerely,

Brook MacFarlane | Account Executive
832.773.7194 | brookm@mckinstry.com

Contents

- 1. Digital Buildings Overview 1**
- 2. Digital Buildings Scope of Work 1**
 - BUILDING LEVEL SERVICES FOR CITY OF ALVIN RECREATION CENTER..... 1
- 3. Professional Services Fee Proposal2**
 - ASSUMPTIONS.....2
 - EXCLUSIONS2
 - AUTHORIZATION.....2
- 4. Terms and Conditions3**

Please note that this response provides the basic economic terms on which McKinstry would be willing to perform the scope of services outlined here. This response does not cover all of the terms and conditions relevant to a definitive agreement about these services. Nothing in this response approves legal terms such as warranties, indemnification, insurance requirements, and limitations of liability, even if those terms were included in the request for proposal. The details of those terms must be negotiated by the parties and set forth in a definitive agreement with respect to McKinstry’s services.

Digital Buildings Proposal

1. Digital Buildings Overview

McKinstry's Digital Buildings includes a thorough review of existing control and automation systems (hardware, software, and networking), development of master planning for the long-term sustainable operation of City of Alvin assets and systems.

Control and automation systems - unlike building infrastructure and major mechanical systems - are subject to short lifecycles, a rapidly changing technology market, planned obsolescence by manufacturers, and varying levels of interoperability between protocols and technologies.

McKinstry Digital Buildings Delivery goes above and beyond your typical Controls Integrator by having a dedicated Project Manager on site whenever active work is ongoing. This same PM will attend meetings and be the single point of contact for all project related items.

2. Digital Buildings Scope of Work

EXISTING SITE CONDITIONS

Base on a site walk of existing conditions on 3/6/24, McKinstry has developed this scope of work for the replacement of the Building Automation System.

The existing system is owned and managed by the YMCA and is a proprietary system by teletrol. This system is indeed in need of replacement and is no longer supported or manufactured. In the event of a failure, there would be no immediate solution for repair, therefore a replacement of the system is necessary.

McKinstry is proposing a full open protocol system by JCI Facility Explorer with an onsite JACE which the City will own and maintain, meaning they will not need to rely on a service provider for "hosting" services and will not incur future costs to maintain a subscription. McKinstry will provide training and turn over services for all operators at the conclusion of the project.

BUILDING LEVEL SERVICES FOR CITY OF ALVIN RECREATION CENTER

Facility BAS Retrofit

McKinstry Digital Buildings is proposing the following scope of work for City of Alvin BAS Replacement.

- Provide, configure and program of 11 (eleven) terminal unit controllers with thermostats.
- Provide, configure and program of 8 (eight) thermostats for multi zone unit.
- Provide & Install 2 (two) AHU controllers.
- Creation of graphics for City of Alvin pages including a main menu.
- Creation of alarms and trends and centralized management interface.
- 2 years of trend history.
- Creation of graphic for City of Alvin maximum and minimum setpoints.
- Installation of an onsite building controller for locally hosted data storage and graphic pages.
- All graphics are web based and use current browser standards.
- Testing of HVAC systems will be conducted prior to commencement of work and any deficiencies will be reported.
- ***Optional scope to install VFD on Multizone AHU. If chosen, we will provide & Install new 25HP VFD and remove old motor starter.

Digital Buildings Proposal

ASSUMPTIONS

The following assumptions and clarifications apply for this scope:

- All HVAC Units are powered and in working order.
- All existing wiring is in working order and does not need to be replaced, this scope covers new controllers, space sensors, and graphics package.
- The City will provide UPS equipment for BAS system.
- All work to be done at the same time.
- Excludes any and all communication troubleshooting or IT related work.
- Access to work locations is provided M-F 8 AM to 5 PM.
- Remote access to the site during install and configuration.

Tips Contract #23100202- Energy and Water Efficiency Goods and Services

EXCLUSIONS

- Anything specifically not mentioned above.

3. Professional Services Fee Proposal

City of Alvin, Recreation Center BAS Retrofit.....\$97,636.00

***Add Alternate Install VFD on Multizone AHU.....\$10,200.00

AUTHORIZATION

City of Alvin Recreation Center Digital Buildings Proposal is Authorized By:

City of Alvin

Name: Mr. Dan Kelinske

McKinstry Essention, LLC

Name: John Funderburk



Signature

Signature

3/21/2024

Date

Date

Digital Buildings Proposal

4. Terms and Conditions

PERFORMANCE OF WORK

McKinstry shall perform the scope of work (“Work”) specified herein. McKinstry shall furnish all services necessary to perform the Work and perform the Work to completion diligently, expeditiously and with adequate forces. Customer shall use its best efforts to provide all information, materials, documents, and assistance that is reasonably required for McKinstry to perform any and all aspects of the Work.

PAYMENTS

Customer shall pay McKinstry the compensation specified herein (“Price”) for the value of Work that McKinstry has completed, as the Work is completed. Customer shall pay McKinstry within thirty (30) days of receiving an invoice.

WARRANTIES

Customer shall receive a one (1) year warranty that covers labor and materials provided by McKinstry as part of the Work. This warranty commences on the date that the portion of the Work warranted is substantially complete. However, McKinstry makes no warranty whatsoever regarding components of the Work provided by third parties, and in such case the terms of the third party’s warranty, including manufacturers’ warranties, if any, shall apply between Customer and the third party. The warranties in this section are exclusive and in lieu of all other warranties, whether express or implied.

TERMINATION

Either Party may terminate this agreement upon fifteen (15) days written notice to the other Party. In such case, the rights and obligations of each Party that arose prior to the termination date shall survive such termination.

DISPUTES

In case of dispute between the Parties, the Parties will attempt to negotiate a resolution. If a dispute remains unresolved more than thirty (30) calendar days after the commencement of negotiation, and the Parties have not agreed to extend such date, then the Parties shall pursue mediation. If any dispute remains unresolved more than sixty (60) calendar days after the commencement of mediation, then either Party may pursue arbitration. No litigation will be commenced by either Party unless all of the foregoing steps have been pursued to completion.

CHOICE OF LAW, VENUE

The validity, interpretation, and performance of this agreement shall be governed by the laws of the state in which the Work is performed. The venue for resolving any dispute shall be the county in which the Work is performed.

FORCE MAJEURE

Neither McKinstry nor Customer shall be considered in breach of this agreement to the extent that the Party’s performance is prevented by an event or events that are beyond the control of such party, including but not limited to acts of God, fire, earthquake, flood, storm, war, rebellion, revolution, insurrection, riot, strike, nuclear contamination, and/or acts or threats of terrorism.

Digital Buildings Proposal

NO WAIVER

No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver.

INTELLECTUAL PROPERTY

Intellectual property provided by McKinstry to Customer as part of the Work are instruments of service owned by McKinstry and are not “work made for hire” as such term is defined under U.S. copyright law. When the Work is performed to completion, McKinstry grants to Customer a limited license to use the Intellectual Property to operate, maintain, renovate, and manage the subject matter of the Work.

DAMAGES LIMITATION

Neither party shall be liable to the other party for any consequential, indirect, special, incidental, exemplary, or similar, damages or losses, including loss of profits, arising out of or relating to this agreement, whether based in contract or tort or any other theory, even if a party has been advised of the possibility of such damages. Furthermore, the total aggregate liability of either party, under any theory, is limited to the agreement price.

INDEMNIFICATION

McKinstry shall indemnify and hold harmless Customer from and against all third-party claims, damages, losses and expenses for bodily injury, sickness, disease, or death or destruction of tangible property, directly arising from McKinstry’s performance of the Work, but only to the extent caused by the negligent acts or omissions of McKinstry.

SEVERABILITY, SURVIVAL

If any portion of this agreement shall be held invalid in whole or in part under any law, rule, regulation, or order, then such portion shall remain in effect only to the extent permitted, and the remaining portions of the agreement shall remain in full force and effect. Any invalid portions shall be substituted with an interpretation that most accurately reflects the Parties’ intentions.

AMENDMENT

This agreement may not be amended except pursuant to a written amendment signed by an authorized signer of each Party.

COMPLETE AGREEMENT

This agreement, including the exhibits attached hereto, is a fully integrated agreement. Any legal terms and conditions appearing elsewhere in this agreement shall be ignored to the extent they contradict or are inconsistent with the terms and conditions contained in the foregoing numbered list. All previous agreements between McKinstry and Customer as to the Work are superseded by this agreement.



AGENDA COMMENTARY

Meeting Date: 4/4/2024

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a master preliminary plat of Preservation Creek Phase 3 (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 114.61 acres out of the W.D.C Hall Survey, Abstract No. 69 and portions of the Kanawha Texas Company's Subdivision, Vol. 2, Pg. 53, B.C.D.R. City of Alvin, Brazoria County, Texas.

Type of Item: Plat

Summary: On March 13, 2024, the Engineering Department received the master preliminary plat of Preservation Creek Phase 3 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 114.61 acres containing 317 lots and 17 reserves in 7 sections and 17 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 approved the plat unanimously at their meeting on March 19, 2024.

Staff recommends approval of the plat.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ☐ **Amount:** ☐

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☒ Required ☐

Date Completed: 3/26/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Preservation Creek Phase 3 - Master Prelim. Plat

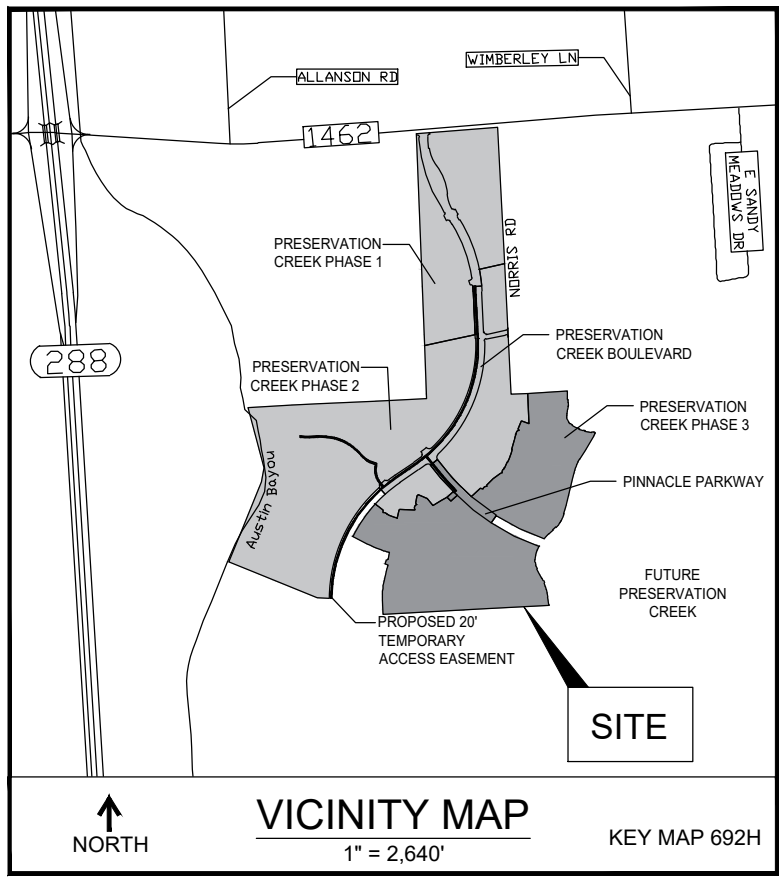
Recommendation: Move to approve a master preliminary plat of Preservation Creek Phase 3 (located along the south side of Farm to Market 1462 1.0 mile east of the SH-288 intersection), being a Planned Unit Development of 114.61 acres out of the W.D.C Hall Survey, Abstract No. 69 and portions of the Kanawha Texas Company's Subdivision, Vol. 2, Pg. 53, B.C.D.R. City of Alvin, Brazoria County, Texas.

Reviewed by Department Head, if applicable: ☒

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒



GENERAL NOTES:

- Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
- The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following combined scale factor: 0.99986546.
- According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No.48039C0275K, dated December 30, 2020, the property lies within Zone A and Zone X.
- This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.
- B.C.C.F. indicates Brazoria County Clerk's File.
B.L. indicates Building Line.
D.E. indicates Drainage Easement.
M.H. indicates Manhole.
PG. indicates Page.
P.A.E. indicates Permanent Access Easement.
P.O.B. indicates Point of Beginning.
P.U.E. indicates Public Utility Easement.
P.V.T. indicates Private.
R. indicates Radius.
R.O.W. indicates Right-Of-Way.
S.S.E. indicates Sanitary Sewer Easement.
S.T.M.S.E. indicates Storm Sewer Easement.
U.E. indicates Utility Easement.
VOL. indicates Volume.
W.L.E. indicates Water Line Easement.
↗ indicates change in street name.
- The property subdivided in the foregoing plat lies in the City of Alvin, Brazoria County, Preservation Creek M.U.D., Angleton Independent School District, and Brazoria County Drainage District #5.
- No residential, commercial, or industrial structure, other than structures necessary to operate the pipeline, shall be erected or moved to a location nearer than 20 feet to any pipeline, except for low pressure distribution system pipeline as defined in the Planned Unit Development Ordinance 23-0.
- Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
- One foot reserve dedicated to the public in fee as a buffer separation between the side or ends of streets where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re-subdivided in a record plat the one foot reserve shall hereupon become vested in the public for right-of-way purposes and the fee title there shall revert to and re-vest in the dedicators, his heirs, assigns, or successors.
- Blocks 10-13 are Patio Home lots, for a total of 95 lots.
- The access easement provided must be 20 feet in width and have a load rating of H-20 as specified by the American Association of State and Highway Officials (AASHTO).
- This temporary access will be released and abandoned and revert to the dedicator when the underlying property is subdivided in a recorded plat.

RESERVE TABLE

RESERVE	RESTRICTIONS	SQ. FT.	ACREAGE
A	DETENTION, LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	1,136,905.29	26.10
B	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	14,345.07	0.33
C	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	10,667.10	0.24
D	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	39,008.35	0.90
E	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	3,894.08	0.09
F	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	20,563.13	0.47
G	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	11,863.18	0.27
H	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	3,521.25	0.08
I	LANDSCAPE, OPEN SPACE, RECREATION & UTILITY PURPOSES	15,295.22	0.35
J	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	3,600.00	0.08
K	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	7,657.18	0.17
L	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	4,375.00	0.10
M	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	3,750.00	0.08
N	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	10,232.49	0.23
O	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	23,527.72	0.54
P	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	5,217.24	0.11
Q	DETENTION, LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	413,890.31	9.50
	TOTAL	1,702,471.18	39.68

MASTER
PRELIMINARY PLAT OF:
PRESERVATION CREEK
PHASE 3

BEING A PLANNED UNIT DEVELOPMENT OF
114.61 ACRES OUT OF THE
W.D.C. HALL SURVEY, ABSTRACT NO. 69,
ALSO BEING OUT OF LOTS 6-8, LOTS 11-14 & LOTS 24-25
KANAWHA, TEXAS COMPANY'S SUBDIVISION,
VOL. 2, PG 53, B.C.D.R.
CITY OF ALVIN
BRAZORIA COUNTY, TEXAS.

317 LOTS 17 BLOCKS 17 RESERVES 7 SECTIONS

MARCH 13, 2024

OWNER

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



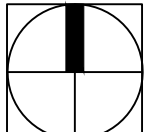
10011 MEADOWGLEN LN
HOUSTON, TEXAS 77042
713-784-4500
WWW.EHRA.TEAM
TBPE No. F-726
TBPLS No. 10092300

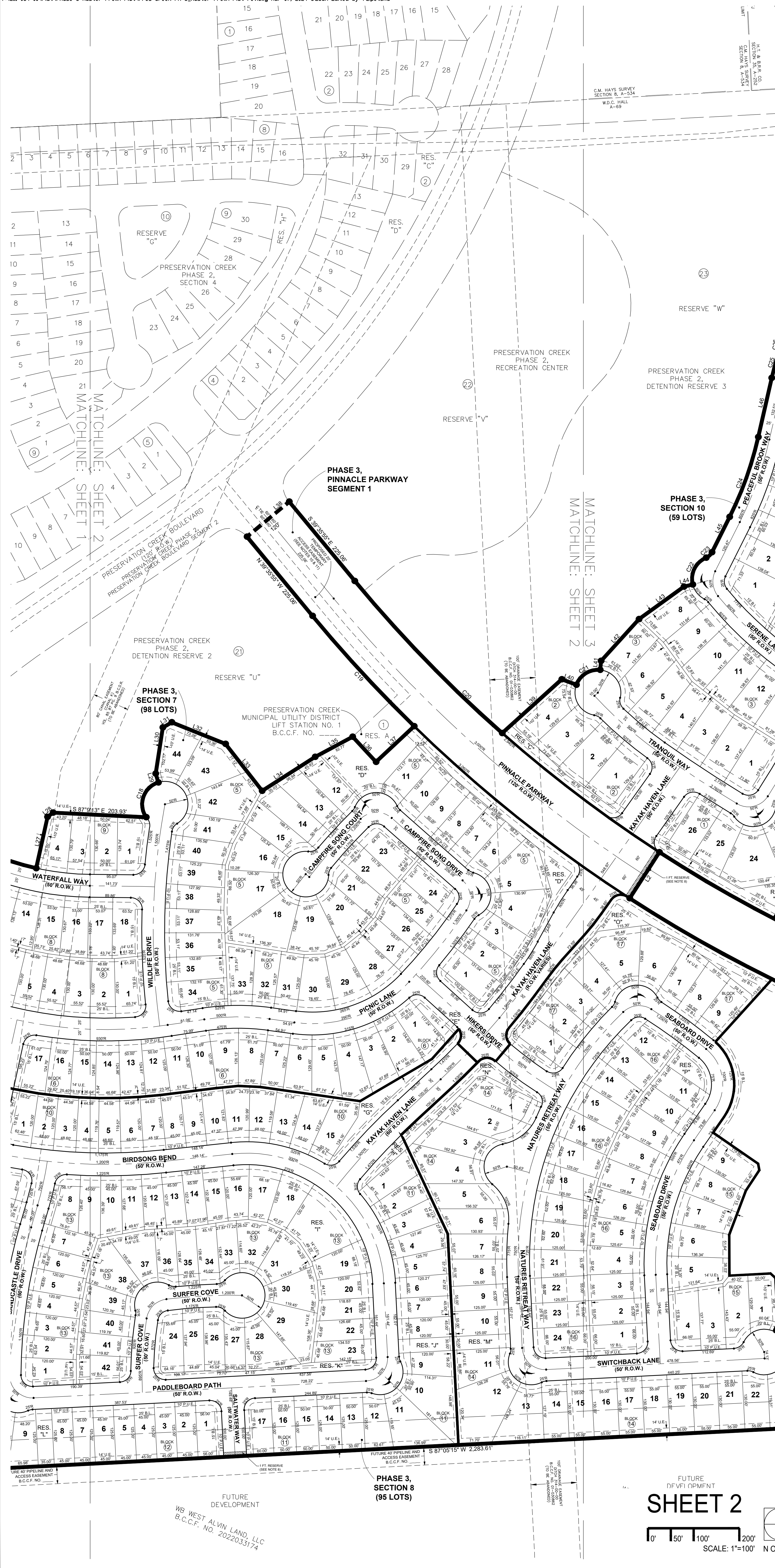
EHRA JOB NO.
211-084-00

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

SHEET 1

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





GENERAL NOTES:

- Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.
- The Coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following combined scale factor: 0.99986546.
- According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No.480390275K, dated December 30, 2020, the property lies within Zone A and Zone X.
- This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.
- B.C.C.F. indicates Brazoria County Clerk's File.
B.L. indicates Building Line.
D.E. indicates Drainage Easement.
M.H. indicates Manhole.
PG. indicates Page.
P.A.E. indicates Permanent Access Easement.
P.O.B. indicates Point of Beginning.
P.U.E. indicates Public Utility Easement.
P.V.T. indicates Private.
R. indicates Radius.
R.O.W. indicates Right-of-Way.
S.S.E. indicates Sanitary Sewer Easement.
S.T.M.S.E. indicates Storm Sewer Easement.
U.E. indicates Utility Easement.
W.L.E. indicates Water Line Easement.
? indicates change in street name.
- The property subdivided in the foregoing plat lies in the City of Alvin, Brazoria County, Preservation Creek M.U.D., Angleton Independent School District, and Brazoria County Drainage District #5.
- No residential, commercial, or industrial structure, other than structures necessary to operate the pipeline, shall be erected or moved to a location nearer than 20 feet to any pipeline, except for low pressure distribution system pipeline as defined in the Planned Unit Development Ordinance 23-0.
- Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
- One foot reserve dedicated to the public in fee as a buffer separation between the side or ends of streets where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re-subdivided in a record plat the one foot reserve shall hereupon become vested in the public for right-of-way purposes and the fee title there shall revert to and rest in the dedicators, his heirs, assigns, or successors.
- Blocks 10-13 are Patio Home lots, for a total of 95 lots.
- The access easement provided must be 20 feet in width and have a load rating of H-20 as specified by the American Association of State and Highway Officials (AASHTO).
- This temporary access will be released and abandoned and revert to the dedicator when the underlying property is subdivided in a recorded plat.

RESERVE TABLE

RESERVE	RESTRICTIONS	SQ. FT.	ACREAGE
A	DETENTION, LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	1,136,905.29	26.10
B	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	14,345.07	0.33
C	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	10,667.10	0.24
D	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	39,008.35	0.90
E	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	3,894.08	0.09
F	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	20,563.13	0.47
G	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	11,863.18	0.27
H	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	3,521.25	0.08
I	LANDSCAPE, OPEN SPACE, RECREATION & UTILITY PURPOSES	15,295.22	0.35
J	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	3,600.00	0.08
K	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	7,657.18	0.17
L	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	4,375.00	0.10
M	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	3,750.00	0.08
N	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	10,232.49	0.23
O	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	23,527.72	0.54
P	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	5,217.24	0.11
Q	DETENTION, LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	413,890.31	9.50
	TOTAL	1,702,471.18	39.68

MASTER
PRELIMINARY PLAT OF:
PRESERVATION CREEK
PHASE 3

BEING A PLANNED UNIT DEVELOPMENT OF
114.61 ACRES OUT OF THE
W.D.C. HALL SURVEY, ABSTRACT NO. 69,
ALSO BEING OUT OF LOTS 6-8, LOTS 11-14 & LOTS 24-25
KANAWHA, TEXAS COMPANY'S SUBDIVISION,
VOL. 2, PG 63, B.C.D.R.
CITY OF ALVIN
BRAZORIA COUNTY, TEXAS.

317 LOTS 17 BLOCKS 17 RESERVES 7 SECTIONS

MARCH 13, 2024

OWNER

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



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

EHRA JOB NO.
211-084-00

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

SHEET 2

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



Bearing orientation is based on the Texas State Plane Coordinate System of 1983, South Central Zone as determined by GPS measurements.

The coordinates shown hereon are Texas South Central Zone No. 4204 state plane grid coordinates (NAD 83) and may be brought to surface by applying the following combined scale factor: 0.99985646.

According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No.48198-020735R, dated January 2, 2020, the project is located within Zone A and Zone X.

This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may increase by man-made or natural causes. The location of the flood zone was determined by scaling from FEMA maps, which are actual locations, as determined by elevation contours, may differ. Engineer, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Engineer, Hinshaw, Russ & Associates, Inc. d/b/a EHRA.

B.O.C.F. indicates Brazoria County Clerk's File.
B.L. indicates Building Line.
D.E. indicates Drainage Easement.
M.H. indicates Manhole.
P.G. indicates Pipeline.
P.A.E. indicates Permanent Access Easement.
P.O.B. indicates Point of Beginning.
P.U.E. indicates Public Utility Easement.
P.V.T. indicates Private.
R indicates Radius.
R.O.W. indicates Right-Of-Way.
S.E. indicates Sanitary Sewer Easement.
S.E.M. indicates Storm Sewer Easement.
U.E. indicates Utility Easement.
VOL. indicates Volume.
W.L. indicates Water Line.
↘ indicates change in street name.

The property subdivided in the foregoing plot lies in the City of Arvin, Brazoria County, Preservation Creek M.U.D., Angleton Independent School District, and Brazoria County Drainage District #5.

No residential, commercial, or industrial structure, other than structures necessary to operate the pipeline, shall be erected or moved to a location not shown on this map to any pipeline, except for low pressure distribution system pipeline as defined in the Planned Unit Development Ordinance 23-0.

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

One foot reserve dedicated to the public in fee as a buffer separation between the side or ends of streets where such streets abut adjacent lots. The portion of such dedication between that when the adjacent property is subdivided or re-subdivided in a record plot the one foot reserve shall hereupon become vested in the public for right-of-way purposes and the public shall revert to and re-vest in the dedicators, their heirs, assigns, or successors.

Blocks 10-19 are Patio Home lots, for a total of 95 lots.

The access easement provided must be 20 feet in width and have a load capacity of 10,000 lbs. as specified by the American Association of State and Highway Officials (AASHTO).

This temporary access will be released and abandoned and re-vest to the dedicator when the underlying property is subdivided in a recorded plat.

RESERVE TABLE			
RESERVE	RESTRICTIONS	SQ. FT.	ACREAGE
A	DETENTION, LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	1,136,905.29	26.10
B	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	14,345.07	0.33
C	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	10,067.10	0.24
D	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	39,008.35	0.90
E	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	3,894.08	0.09
F	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	20,563.13	0.47
G	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	11,863.18	0.27
H	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	3,521.25	0.08
I	LANDSCAPE, OPEN SPACE, RECREATION & UTILITY PURPOSES	15,295.22	0.35
J	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	3,600.00	0.08
K	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	7,657.18	0.17
L	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	4,375.00	0.10
M	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	3,750.00	0.08
N	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	10,232.49	0.23
O	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	23,527.72	0.54
P	LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	5,217.24	0.11
Q	DETENTION, LANDSCAPE, OPEN SPACE, & UTILITY PURPOSES	413,890.31	9.50
	TOTAL	1,702,471.18	39.58

BEING A PLANNED UNIT DEVELOPMENT OF
114.61 ACRES OUT OF THE
W.D.C. HALL SURVEY, ABSTRACT NO. 69,
ALSO BEING OUT OF LOTS 6-8, LOTS 11-14 & LOTS 24-25
KANAWHA, TEXAS COMPANY'S SUBDIVISION,
VOL. 2, PG 53, B.C.D.R.
CITY OF ALVIN
BRAZORIA COUNTY, TEXAS.

317 LOTS 17 BLOCKS 17 RESERVES 7 SECTIONS

MARCH 13, 2024

OWNER

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



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

EHRA JOB NO.
211-084-00

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

LOT SIZE TABLE						
BLOCK NO.	LOT NO.	LOT AREA (SQ. FT.)	LOT WIDTH (FT.)	GP LAND USE	PUD LAND USE	
1	1	8,863.27	65.00	SF	SFR	
	2	9,451.94	60.00	SF	SFR	
	3	9,149.25	60.00	SF	SFR	
	4	9,489.51	60.00	SF	SFR	
	5	9,184.91	60.00	SF	SFR	
	6	8,673.59	60.00	SF	SFR	
	7	10,620.56	60.00	SF	SFR	
	8	9,715.30	60.00	SF	SFR	
	9	9,410.36	60.00	SF	SFR	
	10	9,095.11	60.10	SF	SFR	
	11	8,369.12	60.53	SF	SFR	
	12	8,465.92	60.00	SF	SFR	
	13	8,348.45	60.00	SF	SFR	
	14	8,287.30	60.00	SF	SFR	
	15	8,314.65	60.00	SF	SFR	
	16	8,430.92	60.00	SF	SFR	
	17	8,557.44	60.00	SF	SFR	
	18	8,400.32	60.00	SF	SFR	
	19	8,283.88	60.00	SF	SFR	
	20	8,255.63	60.00	SF	SFR	
	21	8,316.06	60.00	SF	SFR	
	22	8,392.59	60.00	SF	SFR	
	23	11,972.63	62.03	SF	SFR	
	24	12,438.92	60.91	SF	SFR	
	25	8,528.34	60.10	SF	SFR	
	26	7,984.08	60.00	SF	SFR	
2	1	9,060.51	65.00	SF	SFR	
	2	9,465.25	60.00	SF	SFR	
3	3	9,119.72	65.76	SF	SFR	
	4	9,384.52	73.54	SF	SFR	
	5	9,809.29	71.80	SF	SFR	
	6	8,357.83	61.95	SF	SFR	
	7	8,406.11	64.36	SF	SFR	
	8	9,432.89	66.72	SF	SFR	
	9	9,017.94	67.53	SF	SFR	
	10	7,871.29	61.03	SF	SFR	
	11	9,003.69	65.46	SF	SFR	
	12	9,003.69	60.00	SF	SFR	
	13	8,949.42	60.00	SF	SFR	
	14	8,806.12	60.00	SF	SFR	
4	15	8,671.02	60.00	SF	SFR	
	16	10,068.07	71.02	SF	SFR	
	17	11,807.06	71.33	SF	SFR	
	18	8,335.01	60.00	SF	SFR	
	19	8,600.56	60.03	SF	SFR	
	20	8,496.78	60.00	SF	SFR	
	21	8,489.29	60.00	SF	SFR	
	22	11,282.66	97.46	SF	SFR	
	23	13,367.83	110.31	SF	SFR	
	24	11,105.16	95.85	SF	SFR	
	25	10,191.28	94.04	SF	SFR	
	26	10,257.35	95.00	SF	SFR	
	27	8,339.98	65.02	SF	SFR	
	28	8,232.17	62.07	SF	SFR	
	29	8,298.47	62.07	SF	SFR	
	30	8,512.27	62.07	SF	SFR	
5	31	8,871.84	62.07	SF	SFR	
	32	11,535.33	87.28	SF	SFR	
	33	7,350.63	55.00	SF	SFR	
	34	7,438.38	50.00	SF	SFR	
	35	7,198.93	55.14	SF	SFR	
	36	9,635.43	51.70	SF	SFR	
	37	10,316.30	50.63	SF	SFR	
	38	6,995.41	50.00	SF	SFR	
	39	6,075.96	50.00	SF	SFR	
	40	6,604.27	50.00	SF	SFR	
	41	6,532.58	50.00	SF	SFR	
	42	6,613.37	50.00	SF	SFR	
	43	7,194.07	55.41	SF	SFR	
	44	7,407.34	50.06	SF	SFR	
	45	8,214.67	50.00	SF	SFR	
	46	8,915.80	50.00	SF	SFR	
6	47	7,143.86	52.21	SF	SFR	
	48	9,162.57	50.64	SF	SFR	
	49	11,733.60	50.63	SF	SFR	
	50	12,709.69	50.63	SF	SFR	
	51	8,963.52	50.81	SF	SFR	
	52	6,689.70	51.98	SF	SFR	
	53	6,840.26	50.00	SF	SFR	
	54	6,910.66	53.99	SF	SFR	
	55	6,443.96	44.70	SF	SFR	
	56	7,738.30	61.22	SF	SFR	
	57	6,640.29	50.14	SF	SFR	
	58	6,516.64	50.03	SF	SFR	
	59	6,424.62	52.37	SF	SFR	
	60	8,144.41	76.76	SF	SFR	
	61	8,256.40	76.54	SF	SFR	
	62	8,256.38	76.45	SF	SFR	
	63	6,295.47	50.45	SF	SFR	
	64	6,039.00	50.00	SF	SFR	
	65	7,826.58	55.00	SF	SFR	
	66	8,146.13	65.95	SF	SFR	
	67	6,843.94	53.11	SF	SFR	
	68	6,834.33	53.11	SF	SFR	
	69	6,735.91	53.11	SF	SFR	
	70	6,642.04	53.11	SF	SFR	
	71	6,552.77	53.11	SF	SFR	
	72	6,740.96	53.11	SF	SFR	
7	73	6,751.14	50.00	SF	SFR	
	74	11,499.95	51.22	SF	SFR	
	75	10,876.15	50.63	SF	SFR	
	76	8,539.89	50.99	SF	SFR	
	77	7,327.32	50.00	SF	SFR	
	78	7,543.02	50.00	SF	SFR	
	79	7,957.71	50.00	SF	SFR	
	80	8,617.01	50.00	SF	SFR	
	81	7,029.85	50.00	SF	SFR	
	82	6,993.02	50.24	SF	SFR	
	83	6,255.42	50.00	SF	SFR	
	84	7,119.18	61.75	SF	SFR	
	85	7,182.96	61.75	SF	SFR	
	86	6,422.29	51.09	SF	SFR	
	87	6,351.50	50.00	SF	SFR	
	88	6,487.94	50.00	SF	SFR	
8	89	6,485.61	50.00	SF	SFR	
	90	6,486.22	50.00	SF	SFR	
	91	6,484.83	50.00	SF	SFR	
	92	6,484.50	50.00	SF	SFR	
	93	7,896.34	61.02	SF	SFR	
	94	7,913.69	61.04	SF	SFR	
	95	6,486.70	50.00	SF	SFR	
	96	6,504.19	50.00	SF	SFR	
	97	6,441.11	50.00	SF	SFR	
	98	6,451.53	50.00	SF	SFR	
	99	6,299.58	50.00	SF	SFR	
	100	10,020.38	58.98	SF	SFR	
	101	11,118.52	50.89	SF	SFR	
	102	8,326.64	51.49	SF	SFR	
	103	7,095.06	53.00	SF	SFR	
	104	7,195.91	53.00	SF	SFR	
9	105	7,098.37	53.00	SF	SFR	
	106	7,048.71	53.00	SF	SFR	
	107	6,390.70	50.02	SF	SFR	
	108	7,084.16	55.00	SF	SFR	
	109	8,235.67	65.74	SF	SFR	
	110	6,890.27	55.52	SF	SFR	
	111	6,890.27	55.52	SF	SFR	
	112	6,890.27	55.52	SF	SFR	
	113	6,890.27	55.52	SF	SFR	
	114	6,891.63	56.33	SF	SFR	
	115	7,073.29	56.66	SF	SFR	
	116	7,045.41	56.25	SF	SFR	
	117	6,548.32	50.00	SF	SFR	
	118	9,055.83	74.26	SF	SFR	
	119	8,309.67	63.74	SF	SFR	
	120	8,805.38	53.00	SF	SFR	
10	121	6,627.19	53.00	SF	SFR	
	122	7,134.19	53.00	SF	SFR	
	123	7,282.98	53.00	SF	SFR	
	124	7,432.74	53.00	SF	SFR	
	125	7,118.69	53.07	SF	SFR	
	126	8,295.73	63.52	SF	SFR	
	127	8,132.10	61.06	SF	SFR	
	128	6,484.75	50.00	SF	SFR	
	129	7,071.15	57.54	SF	SFR	
	130	7,714.06	65.17	SF	SFR	
1) LOT WIDTH MEASURED AT FRONT BUILDING LINE. 2) WIDTH OF LOTS ON CONVEX CURVE OF A STREET MEASURED AT INTERSECTION OF TANGENT OF FRONT BUILDING LINE WITH SIDE LOT LINES.						

		LOT SIZE TABLE				
BLOCK NO.	LOT NO.	LOT AREA (SQ. FT.)	LOT WIDTH (FT.)	GP LAND USE	PUD LAND USE	
10	1	7,099.32	62.46	SF	PATIO HOME	
	2	5,660.93	48.60	SF	PATIO HOME	
	3	5,660.93	48.60	SF	PATIO HOME	
	4	5,660.93	48.60	SF	PATIO HOME	
	5	5,660.93	48.60	SF	PATIO HOME	
	6	5,660.93	48.60	SF	PATIO HOME	
	7	5,631.33	48.19	SF	PATIO HOME	
	8	5,415.90	45.00	SF	PATIO HOME	
	9	5,447.70	45.00	SF	PATIO HOME	
	10	5,767.08	47.37	SF	PATIO HOME	
	11	6,366.31	47.89	SF	PATIO HOME	
	12	6,342.97	48.00	SF	PATIO HOME	
	13	6,402.79	48.00	SF	PATIO HOME	
	14	6,966.61	48.00	SF	PATIO HOME	
	15	6,378.61	50.70	SF	PATIO HOME	
11	1	6,943.41	45.15	SF	PATIO HOME	
	2	6,367.65	45.00	SF	PATIO HOME	
	3	6,267.44	45.00	SF	PATIO HOME	
	4	6,438.79	45.00	SF	PATIO HOME	
	5	6,065.28	45.00	SF	PATIO HOME	
	6	5,530.34	45.00	SF	PATIO HOME	
	7	5,400.00	45.00	SF	PATIO HOME	
	8	5,400.00	45.00	SF	PATIO HOME	
	9	5,983.79	47.22	SF	PATIO HOME	
	10	11,679.61	50.95	SF	PATIO HOME	
	11	6,250.00	50.00	SF	PATIO HOME	
	12	6,669.65	50.02	SF	PATIO HOME	
	13	6,250.00	50.00	SF	PATIO HOME	
	14	6,250.00	50.00	SF	PATIO HOME	
	15	6,250.00	50.00	SF	PATIO HOME	
12	16	6,250.00	50.00	SF	PATIO HOME	
	17	7,365.87	60.00	SF	PATIO HOME	
	1	6,865.87	56.00	SF	PATIO HOME	
	2	5,625.00	45.00	SF	PATIO HOME	
	3	5,625.00	45.00	SF	PATIO HOME	
	4	5,625.00	45.00	SF	PATIO HOME	
	5	5,625.00	45.00	SF	PATIO HOME	
	6	5,625.00	45.00	SF	PATIO HOME	
	7	5,625.00	45.00	SF	PATIO HOME	
	8	5,625.00	45.00	SF	PATIO HOME	
	9	5,670.99	48.20	SF	PATIO HOME	
	10	12,187.40	47.89	SF	PATIO HOME	
	11	10,144.41	47.86	SF	PATIO HOME	
	12	6,147.18	45.00	SF	PATIO HOME	
	13	5,917.40	48.00	SF	PATIO HOME	
13	14	5,917.80	48.00	SF	PATIO HOME	
	15	5,916.88	48.00	SF	PATIO HOME	
	16	5,917.24	48.00	SF	PATIO HOME	
	17	5,916.06	48.00	SF	PATIO HOME	
	18	5,917.03	48.00	SF	PATIO HOME	
	19	5,919.49	48.00	SF	PATIO HOME	
	20	5,735.51	47.89	SF	PATIO HOME	
	21	5,917.72	67.59	SF	PATIO HOME	
	1	7,048.11	62.54	SF	PATIO HOME	
	2	5,664.67	62.54	SF	PATIO HOME	
	3	5,664.67	48.65	SF	PATIO HOME	
	4	5,664.67	48.65	SF	PATIO HOME	
	5	5,664.67	48.65	SF	PATIO HOME	
	6	5,664.67	48.65	SF	PATIO HOME	
	7	5,955.79	48.38	SF	PATIO HOME	
8	7,338.81	56.17	SF	PATIO HOME		
9	6,147.66	45.00	SF	PATIO HOME		
10	6,128.39	45.00	SF	PATIO HOME		
11	5,746.66	45.00	SF	PATIO HOME		
12	5,592.72	45.00	SF	PATIO HOME		
13	5,527.24	45.00	SF	PATIO HOME		
14	5,527.15	45.00	SF	PATIO HOME		
15	5,446.28	45.00	SF	PATIO HOME		
16	6,178.73	55.69	SF	PATIO HOME		
17	7,099.19	68.18	SF	PATIO HOME		
18	7,099.19	68.18	SF	PATIO HOME		
19	7,099.19	68.18	SF	PATIO HOME		
20	5,939.50	52.82	SF	PATIO HOME		
21	5,523.30	45.00	SF	PATIO HOME		
22	5,897.12	45.00	SF	PATIO HOME		
23	6,236.19	45.00	SF	PATIO HOME		
24	6,186.25	55.68	SF	PATIO HOME		
25	6,236.85	45.05	SF	PATIO HOME		
26	6,281.33	45.00	SF	PATIO HOME		
27	5,848.17	45.00	SF	PATIO HOME		
28	9,209.75	45.52	SF	PATIO HOME		
29	10,277.84	45.52	SF	PATIO HOME		
30	8,950.08	45.52	SF	PATIO HOME		
31	6,211.18	45.52	SF	PATIO HOME		
32	7,957.86	45.53	SF	PATIO HOME		
33	5,468.16	45.00	SF	PATIO HOME		
34	5,887.61	45.02	SF	PATIO HOME		
35	5,778.92	45.00	SF	PATIO HOME		
36	5,557.54	45.00	SF	PATIO HOME		
37	6,179.21	46.04	SF	PATIO HOME		
38	6,191.48	45.52	SF	PATIO HOME		
39	5,589.69	45.17	SF	PATIO HOME		
40	5,589.69	45.00	SF	PATIO HOME		
41	5,589.62	45.00	SF	PATIO HOME		
42	6,887.69	56.01	SF	PATIO HOME		
14	1	9,427.771	55.11	SF	SFR	
	2	10,379.99	55.00	SF	SFR	
	3	9,069.82	58.58	SF	SFR	
	4	10,144.60	56.91	SF	SFR	
	5	9,585.08	55.00	SF	SFR	
	6	7,893.91	55.01	SF	SFR	
	7	7,052.35	55.00	SF	SFR	
	8	7,734.05	55.03	SF	SFR	
	9	6,875.00	55.00	SF	SFR	
	10	6,875.00	55.00	SF	SFR	
	11	6,196.13	56.01	SF	SFR	
	12	15,380.62	55.76	SF	SFR	
	13	10,162.53	56.77	SF	SFR	
	14	7,139.17	55.00	SF	SFR	
	15	7,150.00	55.00	SF	SFR	
16	7,150.00	55.00	SF	SFR		
17	7,150.00	55.00	SF	SFR		
18	7,150.00	55.00	SF	SFR		
19	7,150.00	55.00	SF	SFR		
20	7,150.00	55.00	SF	SFR		
21	7,150.00	55.00	SF	SFR		
22	6,887.68	55.00	SF	SFR		
23	9,978.13	65.34	SF	SFR		
15	1	7,286.46	60.00	SF	SFR	
	2	8,626.38	55.00	SF	SFR	
	3	7,732.98	55.00	SF	SFR	
	4	8,734.08	66.00	SF	SFR	
	5	8,890.55	74.35	SF	SFR	
	6	8,304.91	68.75	SF	SFR	
	7	8,249.38	68.75	SF	SFR	
	8	8,249.38	68.75	SF	SFR	
	9	8,884.15	71.83	SF	SFR	
	1	6,115.87	66.00	SF	SFR	
	2	6,875.00	55.00	SF	SFR	
	3	6,875.00	55.00	SF	SFR	
	4	7,494.81	55.00	SF	SFR	
	5	7,494.81	55.00	SF	SFR	
	6	7,494.81	55.00	SF	SFR	
7	7,494.81	55.00	SF	SFR		
8	7,494.81	55.00	SF	SFR		
9	7,494.81	55.00	SF	SFR		
10	7,494.81	55.00	SF	SFR		
11	6,662.88	55.00	SF	SFR		
12	8,646.05	67.72	SF	SFR		
13	7,422.47	62.60	SF	SFR		
14	7,422.47	62.60	SF	SFR		
15	7,422.47	62.60	SF	SFR		
16	7,422.47	62.60	SF	SFR		
17	7,422.47	62.60	SF	SFR		
18	7,422.47	62.60	SF	SFR		
19	7,422.47	62.60	SF	SFR		
20	7,422.47	62.60	SF	SFR		
21	7,376.86	61.91	SF	SFR		
22	6,875.00	55.00	SF	SFR		
23	6,875.00	55.00	SF	SFR		
24	8,115.57	66.00	SF	SFR		
17	1	7,462.30	55.00	SF	SFR	
	2	7,567.30	55.00	SF	SFR	
	3	8,127.00	55.00	SF	SFR	
	4	8,147.00	55.00	SF	SFR	
	5	8,974.08	66.30	SF	SFR	
	6	7,860.25	55.00	SF	SFR	
	7	7,428.78	55.00	SF	SFR	
	8	7,428.78	55.00	SF	SFR	



AGENDA COMMENTARY

Meeting Date: 4/4/2024

Department: Fire Department

Contact: Kendall Hunting, Fire Chief

Agenda Item: Consider an Interlocal Agreement between the City of Alvin and the Rosharon Volunteer Fire Department for fire protection services for the Preservation Creek Subdivision Development Area from April 15, 2024 through December 31, 2024, for an amount not to exceed \$12,000; and authorize the Mayor to sign the Agreement upon legal review.

Type of Item: Contract/Agreement

Summary: The Rosharon Volunteer Fire Department has agreed to assist the City in providing fire protection to the Preservation Creek Development Area. The Preservation Creek Subdivision Development Area consists of approximately 2,962 acres in the city limits, east of State Highway 288, between FM 1462 on the north and County Road 51 on the south. The initial term of the agreement is for 8.5 months (from 04/15/2024 through 12/31/2024) and may be renewed annually.

The Rosharon VFD has approved the agreement. Staff recommends approval.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐

Budgeted Item: Yes ☐ No ☒ N/A ☐

Funding Account: 111-3502-00-3100 **Amount:** \$12,000.00

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 01/23/2024 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 2/29/24

Supporting documents attached:

1. Contract for Preservation Creek Development Coverage
-

Recommendation: Move to approve an Interlocal Agreement between the City of Alvin and the Rosharon Volunteer Fire Department for fire protection services for the Preservation Creek Subdivision Development Area from April 15, 2024 through December 31, 2024, for an amount not to exceed \$12,000; and authorize the Mayor to sign the Agreement upon legal review.

Reviewed by Department Head, if applicable: ☒

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☒

Reviewed by City Manager, if applicable: ☒

**INTERLOCAL COOPERATION AGREEMENT
FOR ADMINISTRATION OF FIRE PROTECTION SERVICES**

THIS AGREEMENT is made and entered into this ____ day of March 2024, by and between the **ROSHARON VOLUNTEER FIRE DEPARTMENT**, hereinafter referred to as “ROSHARON VFD,” and the **CITY OF ALVIN, TEXAS**, a home rule municipal corporation, hereinafter referred to as the “CITY.”

WHEREAS, ROSHARON VFD is a duly organized political subdivision of the State of Texas engaged in the administration of fire protection and related services for the benefit of those persons residing, traveling within, or being physically located within the boundaries of ROSHARON VFD, which boundaries include, without limitation, portions of the incorporated and unincorporated limits of the City of Alvin, Texas; and

WHEREAS, the provision of Fire Functions is a governmental function that serves the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting parties; and

WHEREAS, ROSHARON VFD and the CITY agree that the Interlocal Cooperation Agreement between the departments is in the best interest of the residents of the Preservation Creek Development Area; and

WHEREAS, ROSHARON VFD is individually authorized to perform Fire Functions and the CITY is individually authorized to perform Fire Functions pursuant to its fire powers, and the parties desire to enter into this Agreement regarding the performance of Fire Functions; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, (the “Act”) provides authority for governmental entities of the State of Texas to enter into interlocal agreements with each other regarding governmental functions and services as set forth in the Act; and

WHEREAS, the CITY and ROSHARON VFD have determined it necessary and appropriate to enter into an agreement for the operation of Fire Protection Services;

NOW, THEREFORE, ROSHARON VFD and CITY, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

**I.
INCORPORATION AND TERM**

1.1 **Incorporation of Recitals.** The foregoing recitals are agreed upon and incorporated herein as a part of this Agreement.

1.2 **Fire Service.** ROSHARON VFD agrees to cooperate to provide Fire Protection Services to the residents in the Preservation Creek Development Area for 2024.

1.3 **Term.** This Agreement shall become effective upon approval by each of the respective governing bodies of the CITY and ROSHARON VFD and upon execution by their respective authorized representatives, and shall remain in effect for an Initial Term of one (1) year. The Initial Term of this Agreement shall commence on **April 15, 2024**, and shall terminate on **December 31, 2024**. Upon expiration of the Initial Term, this Agreement shall be renewed annually in January of each year unless written notice of nonrenewal is given in accordance with Section VII.

II.

DEFINITIONS

2.1 As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

A. **“Eligible Persons”** shall mean those persons residing, traveling within, or being physically located within the corporate boundaries of the CITY and/or ROSHARON VFD, including without limitation both incorporated and unincorporated areas, and shall also include those persons residing, traveling within, or being physically located within the corporate boundaries of another political subdivision of the State of Texas with whom the CITY and/or ROSHARON VFD have a mutual aid agreement to provide fire protection services and those persons located within the ROSHARON VFD as designated by Brazoria County and accepted by CITY and/or ROSHARON VFD.

B. **“Fire-fighting Activities,” “Fire Protection Services,” or “Fire Functions”** shall mean any and all of the customary and usual activities of a fire department, including fire suppression, fire prevention, training, safety education, maintenance, communications, rescue and emergency medical support, photography, and administration.

III.

OPERATIONAL OBLIGATIONS AND RIGHTS OF THE PARTIES

3.1 **ROSHARON VFD Obligations and Rights:**

ROSHARON VFD shall perform its duties and obligations as herein stated and shall devote sufficient time and attention to the execution of such duties in full compliance with the terms and conditions of this Agreement. ROSHARON VFD shall provide the following towards Fire Protection Services to the Preservation Creek Development Area:

- A. Personnel
- B. Apparatus
- C. Equipment

3.2 CITY'S Obligations and Rights:

Upon the effective date of this Agreement, CITY shall make one (1) payment of Twelve Thousand Dollars and No Cents (\$12,000.00), to ROSHARON VFD on **April 15, 2024**.

V.

ASSETS

4.1 **Ownership.** Prior to the commencement of this agreement, all assets owned or directly purchased by ROSHARON VFD utilized for Fire Protection Services shall remain the property of ROSHARON VFD. This Agreement does not affect right, title or interest to such property. All assets owned or directly purchased by CITY utilized for Fire Protection Services shall remain the property of the CITY. This Agreement does not affect right, title, or interest to such property.

4.2 **Ownership Upon Termination.** Upon termination of this Agreement, each party shall retain ownership of assets purchased with its respective funds unless both CITY and ROSHARON VFD elect to negotiate terms to transfer ownership to the other party. Each party shall maintain and keep insurance on the assets owned by the entity.

V.

CONSIDERATION

The parties agree that sufficient consideration for this Agreement exists and is found in Section 3.2 of this Agreement and in the cross promises set forth above and other good and valuable consideration. Each party further agrees that it is fairly compensated for the services or functions performed under the terms of this Agreement.

VI.

NEGLIGENCE OF PARTIES/INSURANCE

6.1 **CITY Negligence/Insurance.** CITY shall be responsible for its sole negligence. CITY agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all CITY'S officers, employees, and agents acting under its direction. CITY shall provide liability insurance to cover the acts and omissions of CITY, its officers, employees, and agents performing obligations under this agreement, including but not limited to all personnel providing Fire Protection Services.

6.2 **ROSHARON VFD Negligence/Insurance.** ROSHARON VFD shall be responsible for its sole negligence. ROSHARON VFD agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all ROSHARON VFD'S officers, employees, and agents acting under its direction. ROSHARON VFD shall maintain general liability insurance to cover ROSHARON VFD owned or leased assets. ROSHARON VFD shall provide liability insurance to cover the acts and omissions of ROSHARON VFD, its officers, employees, and agents performing obligations under this Agreement.

VII.

IMMUNITY

The fact that CITY and ROSHARON VFD accept certain responsibilities relating to the rendering of Fire Protection Services under this Agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent possible under the law. Neither CITY nor ROSHARON VFD waives any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

VIII.

DEFAULT I TERMINATION

8.1 This Agreement may be terminated without cause by either party giving sixty (60) days written notice to the other party.

8.2 In the event that either party hereto breaches any term or condition of this Agreement, this Agreement may be terminated by the aggrieved party if such default is not cured within a period of ninety (90) days after receipt of written notice of default by the party allegedly in breach of its obligations hereunder. At the option of the aggrieved party, if such default is not cured within the ninety (90) day period, this Agreement shall immediately terminate without further notice, unless an extension is mutually agreed and approved by both CITY and ROSHARON VFD.

IX.

ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between CITY and ROSHARON VFD and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

X.

VENUE

The laws of the State of Texas shall govern this Agreement and each of its terms and provisions, including but not limited to the rights and duties of the parties hereto, and exclusive venue shall be in Brazoria County, Texas.

XI.

SEVERABILITY

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

XII.

NON-WAIVER

All rights, remedies, and privileges permitted or available to either party under this Agreement or at law or equity shall be cumulative and not alternative, and election of any such right, remedy, or privilege shall not constitute a waiver or exclusive election of rights, remedies or privileges with respect to any other permitted or available right, remedy or privilege. Additionally, one instance of forbearance by either party in the enforcement of any such right, remedy or privilege against the other party, shall not constitute a waiver of such right, remedy or privilege by the forbearing party. A default by either party under this Agreement shall not result in a forfeiture of any rights, remedies, or privileges under this Agreement by such defaulting party.

CITY OF ALVIN

By _____
Gabe Adame, Mayor

Date _____

ROSHARON VOLUNTEER FIRE DEPARTMENT

By _____

Name: _____

Title: _____

Date _____



AGENDA COMMENTARY

Meeting Date: 4/4/2024

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider a License Agreement for Exclusive Use of City Property between the City of Alvin and the Veterans of Foreign War Post 5237 for Bar-B-Q Cook-Off, car show and live music at Briscoe Park from Thursday, May 2, 2024, to Sunday, May 5, 2024, with the actual event scheduled for Friday, May 3 through Saturday, May 4, 2024; and authorize the City Manager to sign the Agreement upon legal review.

Type of Item: Action Item

Summary: Summary: The License Agreement for Exclusive Use of City Property is used as an instrument to acknowledge dates of exclusive use of Briscoe Park and capture other City-owned resources such as equipment and personnel requested by the Veterans of Foreign War Post 5237 for the purpose of holding a fundraising event. This year, exclusive park use is requested by Veterans of Foreign War Post 5237 from May 2, 2024, to May 5, 2024, with the actual event scheduled for Friday, May 3, 2024, through Saturday, May 4, 2024, in Briscoe Park to include food, alcoholic beverages, music, car show and other entertainment.

Pursuant to the Licensing Agreement, Veterans of Foreign War Post 5237 agrees to:

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

Pursuant to the Licensing Agreement, the City agrees to:

- Authorize Veterans of Foreign War Post 5237 to sell alcoholic beverages on City property
 - Waive tent fees for individual participating cooks/cook teams (when needed)
 - Waive Park user fees as outlined in the Event Application
 - Provide up to 4 hours of the Alvin Fire Marshal or Assistant Fire Marshal's time for inspection of cooks and other Fire Safety Prevention services required by the City
 - Provide barricades and cones for street closure
 - Reimburse up to \$1,500 for portable restroom
-

- Provide up to 20 picnic tables and 30 trash barrels with liners
- Provide electricity and water, where not already furnished

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☒ N/A ☐
Funding Account: _____ **Amount:** \$1,500.00 **1295 Form Required?** Yes ☐ No ☒
Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 4/1/2024 SLH
Finance Review Required: N/A ☐ Required ☒ **Date Completed:** CT 4/1/24

Supporting documents attached:

1. License Agreement VFW Post 5237

Recommendation: Move to approve a License Agreement for the Exclusive Use of City Property, between the City of Alvin and the Veterans of Foreign War Post 5237 for a fundraising event including Bar-B-Q Cookoff, Car Show and other entertainment at Briscoe Park from May 2, 2024, to May 5, 2024, with the actual event scheduled for Friday, May 3, 2024, through Saturday, May 4, 2024; and authorize the City Manager to sign the agreement upon legal review.

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

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

**LICENSE AGREEMENT
FOR EXCLUSIVE USE OF CITY PROPERTY**

THIS LICENSE AGREEMENT (“Agreement”) is entered into on this _____ day of _____, 2024, by and between the City of Alvin, Texas, a municipal corporation (“the City”), and the Veterans of Foreign War Post 5237 (“VFW”), a domestic non-profit corporation (“Licensee”).

RECITALS:

- A. The Licensee hereby requests use of a city park for a fundraising event for the Veterans of Foreign War Post 5237 and agrees to abide by all rules and procedures as set forth by the City.
- B. Licensee has requested the City to issue Licensee a license for the purpose of holding a Fundraiser to include a Car Show and Cook-Off in the city park known as Briscoe Park, located at 3625 Briscoe Drive, Alvin, Texas, for the purpose of providing music and other entertainment. Licensee will have exclusive use of the city park, charge admission to the public to enter the city park property, and sell beer, food, and other items.

NOW, THEREFORE, and subject to the terms and conditions below, the City hereby grants to Licensee the exclusive use of the city park described and defined below and, in consideration of the license granted to Licensee herein, Licensee agrees to the following:

- 1. Licensed Property.** The licensed property consists of that city park property highlighted on the map attached as Exhibit A (the “Licensed Property”), known as Briscoe Park, located at 3625 Briscoe Drive, Alvin, Texas. The Licensee accepts the property “as is” and the City makes no warranty or guarantee as to the suitability of said property for the purpose of a fundraising event involving the sale of beer and food and providing music and other entertainment.
- 2. Purposes.** Licensee may use the Licensed Property for the purposes stated herein and for no other purpose or use without the express written consent of the City.
- 3. Term of License.** This License shall begin Thursday, May 2, 2024, at 12:00 p.m. and continue through Sunday, May 5, 2024, 12:00 p.m. (a period of approximately four (4) consecutive days, unless revoked earlier by the City at its sole discretion.
- 4. Operation Requirements.**

Licensee agrees to the following:

- a. Licensee shall adhere to all local, state and federal regulations concerning the sale and distribution of food and alcohol, including obtaining a food/beverage sales permit and alcoholic beverage distribution requirements and permit.

- b. Licensee shall obtain a sound and noise permit. The approval of said permit shall exempt the Licensee from the current maximum permissible sound levels outlined in Section 15-9.2 of the City of Alvin's Code of Ordinances. This exemption is clearly stated in Section 15-9.4 of the Code of Ordinances.
- c. Licensee shall fence the entire Licensed Property area to be used for Licensee's exclusive use.
- d. Licensee shall provide security personnel for the entire time Licensee sells or distributes alcoholic beverages on Friday, May 3, 2024, at 6:30 p.m. and continue through Saturday, May 4, 2024, beginning at 10:00 a.m. through 6:00 p.m., and in accordance with all local, state and federal regulations concerning the sale and distribution of alcoholic beverages.
- e. Licensee agrees the security and traffic operational plan will be developed and staffed by Alvin Police Department and Office of Emergency Management. Licensee shall pay the personnel contracted to provide security and traffic control for the event.
- f. Licensee acknowledges the required security personnel is defined in the Event Application. Licensee further acknowledges the Alvin Chief of Police or designee reserves the right to establish, change or modify the amount and type of peace officers needed.
- g. Licensee and its agents shall maintain the property in a reasonably clean condition, and, at the termination of the license, shall remove all equipment, refuse and any other materials brought onto the property by the Licensee and/or its guests.
- h. Licensee shall abide by all the terms of the Event Application, Ordinances and/or Fees that are not excepted in this Agreement.

City agrees to the following:

- a. Authorize Licensee (TABC permit holder) to sell alcoholic beverages on the Licensed Property during the term of the License in accordance with local, state and federal regulations concerning the sale and distribution of alcohol.
- b. Provide necessary barricades and cones for street closures at no cost to Licensee.
- c. Provide up to 20 picnic tables and 30 trash barrels with liners at no cost to Licensee.
- d. Provide electricity and water, where already furnished, which includes electrical outlets, security lights, athletic field lighting as well as interior and exterior lighting on the concession stand and press box buildings at no cost to Licensee.

- e. Provide up to 4 hours of the Alvin Fire Marshal or Assistant Fire Marshal's time for inspection of cookers and other Fire Safety and prevention services required by the City at no cost to Licensee.
- f. Waive tent permit fee for each participating cooker/cook team required by Section 28-2, Code of Ordinances.
- g. Reimbursement to Veterans of Foreign War Post 5237 not to exceed \$1,500 for rental of a portable restroom trailer.

5. Qualifications of Licensee. Licensee shall be qualified to perform all activities described in the Recitals and shall perform all activities in compliance with applicable laws and regulations.

6. Indemnification and Insurance. Licensee shall defend, indemnify and hold harmless the City, its officers, agents, employees, successors and assigns from any and all claims, losses, costs, damages, expenses and liabilities, including reasonable attorneys' fees, for or from loss of life or damage or injury to any person or property of any person or entity, including, without limitation, the agents, officers, employees, invitees and licensees of the City, arising out of, connected with or incidental to, either directly or indirectly, Licensee's negligent use of, construction on, or maintenance of the Licensed Property during the term of this License by Licensee, its employees, agents, contractors and subcontractors, licensees or invitees or the exercise by Licensee of any of its rights or the performance by Licensee of any of its obligations. Licensee shall not interfere with or damage existing utility facilities or City infrastructure, on, off, under, or near the Licensed Property, and shall indemnify and reimburse the City for any damages, costs, expenses or liabilities resulting from Licensee's damage or interference therewith. The indemnity obligation contained in this Section shall survive the expiration or earlier termination of this License. In no event, however, shall the foregoing agreement to defend, indemnify and hold harmless the City be deemed to extend to any liability for any environmental condition of the Licensed Property.

Licensee shall, at its own expense, defend the City in all litigation, pay all reasonable attorneys' fees, reasonable damages, court costs and other reasonable expenses arising out of such litigation or claims incurred in connection therewith; and shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents or employees, arising out of such litigation.

Licensee shall not cause or permit any mechanic's or similar liens to be filed against City's property arising from any work done by Licensee, and Licensee hereby agrees to and shall indemnify and defend and hold harmless City with respect to any such lien or claim (including any attorneys' fees incurred by City in connection with any such lien or claim). If any mechanic's lien or other lien shall be created or filed against City's property by reason of labor performed by or materials furnished to Licensee, then Licensee shall, within ten (10) days thereafter, at Licensee's sole cost and expense, cause such lien or liens, together with any notices of intention to file mechanic's liens that may have been filed with respect thereto, to be satisfied or discharged of record.

Licensee shall take out and maintain at its own expense during the term of this License, Comprehensive General Liability insurance, wherein the City is named as an additional insured, as shall protect itself, the City, and any entity performing work covered by this License from claims for damage for personal injury, disease, illness or death, including accidental death, as well as from claims for property damages which may arise from operations under this License, whether such operations be by itself or by any entity or by anyone directly or indirectly employed by either of them. The Comprehensive General Liability insurance policy shall have limits of liability of not less than One Million Dollars (\$1,000,000.00) applicable to the liability assumed by Licensee under this Section 5. Licensee shall provide the City Manager for the City of Alvin, Texas, with a copy of its Certificate of Insurance at the time of execution of this License.

All insurance required hereunder shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Texas, and shall contain a provision whereby the insurer agrees not to cancel the insurance without ten (10) days prior written notice to the City Manager, 216 W. Sealy, Alvin, Texas 77511.

7. Events of Default. Each of the following, without limitation, shall constitute an event of default by Licensee:

- a. Licensee fails to keep, perform and observe any promise or agreement contained in this License; or
- b. Any lien is filed against the Licensed Premises because of any act or omission of Licensee.

7.1. Upon the occurrence of any of items (a) through (b) of Section 7, the City may, at its option, exercise any one or more of the following rights and remedies:

- a. deny access to the Licensed Property; or
- b. terminate this License Agreement; or
- c. exercise any and all additional rights and remedies that the City may have at law or in equity.

7.2. No waiver by the City at any time of any of the terms or conditions of this License Agreement shall be deemed or taken as a waiver at any time thereafter of the same or any other terms or condition herein or of the strict and prompt performance thereof.

No delay, failure or omission of the City to take or to exercise any right, power, privilege or option arising from any default, or subsequent acceptance of any fee then or thereafter accrued shall impair or be construed to impair any such right, power, privilege or option to waive any such default or relinquish thereof, or acquiescence therein and no notice by the City shall be required to restore or revive any option, right, power, remedy or privilege after waiver by the City of default in one or more instances.

No waiver shall be valid against the City unless reduced to writing and signed by an officer of the City duly empowered to execute same.

7.3. Except as otherwise provided herein, neither the City nor Licensee shall be deemed to be in default or breach of this License Agreement by reason of failure to perform any one or more of its obligations hereunder if, while and to the extent that such failure is due to acts of God, acts of government authority, or any other circumstances for which it is not responsible and which are not within its control; provided that Licensee's obligation to pay fees, additional fees, charges or other money payments required by this License Agreement which have been incurred prior to the force majeure event or following its cessation shall continue.

8. Compliance with Laws. Licensee shall comply with local, state, and federal laws, regulations, ordinances and orders governing the Licensed Property and the activities authorized hereunder and shall obtain all necessary permits from the City prior to commencement of the activities authorized hereunder.

9. Safety Measures. Licensee shall fence, barricade, or take such other measures as are necessary or appropriate to protect the general public from any danger posed by Licensee's activities or Licensee's property under this License. Licensee shall also take measures to protect existing City infrastructure on the property, including but not limited to sidewalks, water and sewer lines, water meters and other utilities.

10. Taxes and Other Charges. Licensee agrees to timely pay all taxes, if applicable, and any other charges or expenses attributable to Licensee's activities.

11. Surrender of Premises and Title to Improvements. Licensee shall release to the City possession of the Licensed Property on the time prescribed of this License, whether such cessation be by revocation, termination, expiration or otherwise, promptly and in good condition.

Prior to such surrender of the Licensed Property, Licensee shall restore and repair any and all damage to the Licensed Property caused by, related to or resulting from Licensee's operations thereon, normal wear and tear excepted.

12. Entire Agreement. This License constitutes the entire agreement between the parties as of the date hereof. Any provisions of prior licenses, agreements or documents which conflict in any manner with the provisions of this License are hereby specifically declared void and of no effect. Except as otherwise specifically provided, any change in the terms of this Agreement shall be made by an amendment in writing and signed by both parties.

13. City's Right of Entry. The City of Alvin, its officers and employees, shall be entitled to enter the Licensed Property at any time for all reasonable purposes, including, without limitation, inspection of the Licensee's activities hereunder.

14. Right to Assign or Sublet. This License may not be assigned to any person or group, nor sublet in any part for any purpose without written consent from the City.

15. Notices. Notices shall be in writing and directed to the parties at the addresses below. Delivery shall be by hand delivery, facsimile, messenger, overnight courier, or via first class U.S. mail.

To the City of Alvin:

City Manager
216 West Sealy
Alvin, Texas 77511

To the Licensee:

Veterans of Foreign War Post 5237
812 South Douglas Street
Alvin, Texas 77511

Contact Person: _____
Phone Number: _____

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed as of the date first set forth above.

CITY OF ALVIN, TEXAS

By: _____
Junru Roland, City Manager

Date: _____

The undersigned hereby agrees and consents to the terms and conditions of this License, and further states that she/he has authority to sign on behalf of the Licensee.

VETERANS OF FOREIGN WAR POST 5237

Signature: _____

Title: _____

Print Name: _____

Date: _____

Attachment: Exhibit A [map]



AGENDA COMMENTARY

Meeting Date: 4/4/2024

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider Ordinance 24-K of the City Council of the City of Alvin, Texas, amending Ordinance 23-V, passed and approved September 7, 2023, same being an ordinance approving and adopting the City of Alvin's Budget for Fiscal Year 2023-24, by approving a budget amendment to the original 2023-24 budget; providing for supplemental appropriation and/or transfer of funds for the purpose of amending the budget of the General Capital Projects Fund by \$70,629 to fund the construction and installation of a porte cochère to the east side entrance of the Alvin Senior Center (309 West Sealy); providing for severability; and providing for other matters related thereto.

Type of Item: Ordinance

Summary: City Council previously approved funding in the amount of \$61,500 upon passing Ordinance 23-N amending the budget at the June 15, 2023, meeting. The original budget was based upon a desire to install an awning along the sidewalk leading to the entrance of the east side assembly room of the Senior Center, located at 309 W. Sealy Street. Over the next several months the design changed, with final design being approved by the Senior Citizen board on November 13, 2024. The cost to construct the final design is \$132,129 (\$124,650 + \$7,479 contingency).

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐

Budgeted Item: Yes ☒ No ☐ N/A ☐

Funding Account: 311-7001-02-4100 **Amount:** \$70,629

1295 Form Required? Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒

Date Completed: 4/1/2024 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 4/1/24

Supporting documents attached:

1. Ord 24-K; Budget Amendment Senior Center Porte Cochere
 2. EXHIBIT A - Porte Cochere
-

Recommendation: Move to approve Ordinance 24-K of the City Council of the City of Alvin, Texas, amending Ordinance 23-V, passed and approved September 7, 2023, same being an ordinance approving and adopting the City of Alvin's Budget for Fiscal Year 2023-24, by approving a budget amendment to the original 2023-24 budget; providing for supplemental appropriation and/or transfer of funds for the purpose of amending the budget of the General Capital Projects Fund by \$70,629 to fund the construction and installation of a porte cochère to the east side entrance of the Alvin Senior Center (309 West Sealy); providing for severability; and providing for other matters related thereto.

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

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

ORDINANCE 24-K

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AMENDING ORDINANCE NO. 23-V, PASSED AND APPROVED SEPTEMBER 7, 2023, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY OF ALVIN'S BUDGET FOR FISCAL YEAR 2023-24, BY APPROVING A BUDGET AMENDMENT TO THE ORIGINAL 2023-24 BUDGET; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF FUNDS FOR THE PURPOSE OF AMENDING THE BUDGET OF THE GENERAL PROJECTS FUND BY \$70,629 TO FUND THE CONSTRUCTION AND INSTALLATION OF A PORTE COCHERE TO THE EAST SIDE ENTRANCE OF THE ALVIN SENIOR CENTER (309 WEST SEALY); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

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

Section 1. That the City of Alvin 2023-24 Fiscal Year Budget is hereby amended by increasing (decreasing) certain expenditures and increasing (decreasing) certain fund balances to the individual budget accounts in all funds set forth in Exhibit "A" attached hereto and incorporated herein by reference.

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

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

CITY OF ALVIN, TEXAS

ATTEST

Gabe Adame, Mayor

Dixie Roberts, City Secretary

EXHIBIT "A"

Account Number	Account Description	Amount	Reason
311-7001-02-4100	Porte Cochere - Sr. Center	\$ 61,500.00	Approved in FY23 to be carried over at Fiscal Year end 2024
		\$ 132,129.00	Senior Center Porte Cochere
		\$ 70,629.00	Amended FY24 amount
311-300000	Fund Balance	\$ 1,687,177.50	Beginning amount FY24
		\$ (70,629.00)	Senior Center Porte Cochere
		\$ 1,616,548.50	Amended FY24 amount



AGENDA COMMENTARY

Meeting Date: 4/4/2024

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a variance request from the City of Alvin Parks & Recreation Department to encroach 18 feet into the 25-foot building setback along the east side of the City of Alvin Senior Center, located at 309 W. Sealy Street, for the construction of a porte cochere.

Type of Item: Action Item

Summary: On March 6, 2024, the Engineering Department received a variance request from the City of Alvin Parks & Recreation Department to be permitted to encroach 18 feet into the 25-foot building setback for the construction of a porte cochere along the east side of the City of Alvin Senior Center located at 309 W. Sealy Street.

The City Planning Commission approved the variance unanimously at their meeting on March 19, 2024.

Staff recommends approval of the variance.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ☐ **Amount:** ☐

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 3/26/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Variance Request - Sr. Center
-

Recommendation: Move to approve a variance request from the City of Alvin Parks & Recreation Department to encroach 18 feet into the 25-foot building setback along the east side of the City of Alvin Senior Center, located at 309 W. Sealy Street, for the construction of a porte cochere.

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

Parks & Recreation Department

1100 W. Highway 6 ♦ Alvin, Texas 77511 ♦ (281) 388-4299 ♦ www.alvin-tx.gov

March 7, 2024

Attention: Engineering Department

Dear Ms. Segovia,

I am writing to request a variance to encroach eighteen feet into the twenty-five-foot building set back of the East End of the Senior Center, located at 309 W. Sealy Street. The City intends to construct a Porte Cochere extending from the building.

The City Council previously approved funding upon passing Ordinance 23-N amending the budget at the June 15, 2023 meeting.

Please refer to the plan set separately attached.

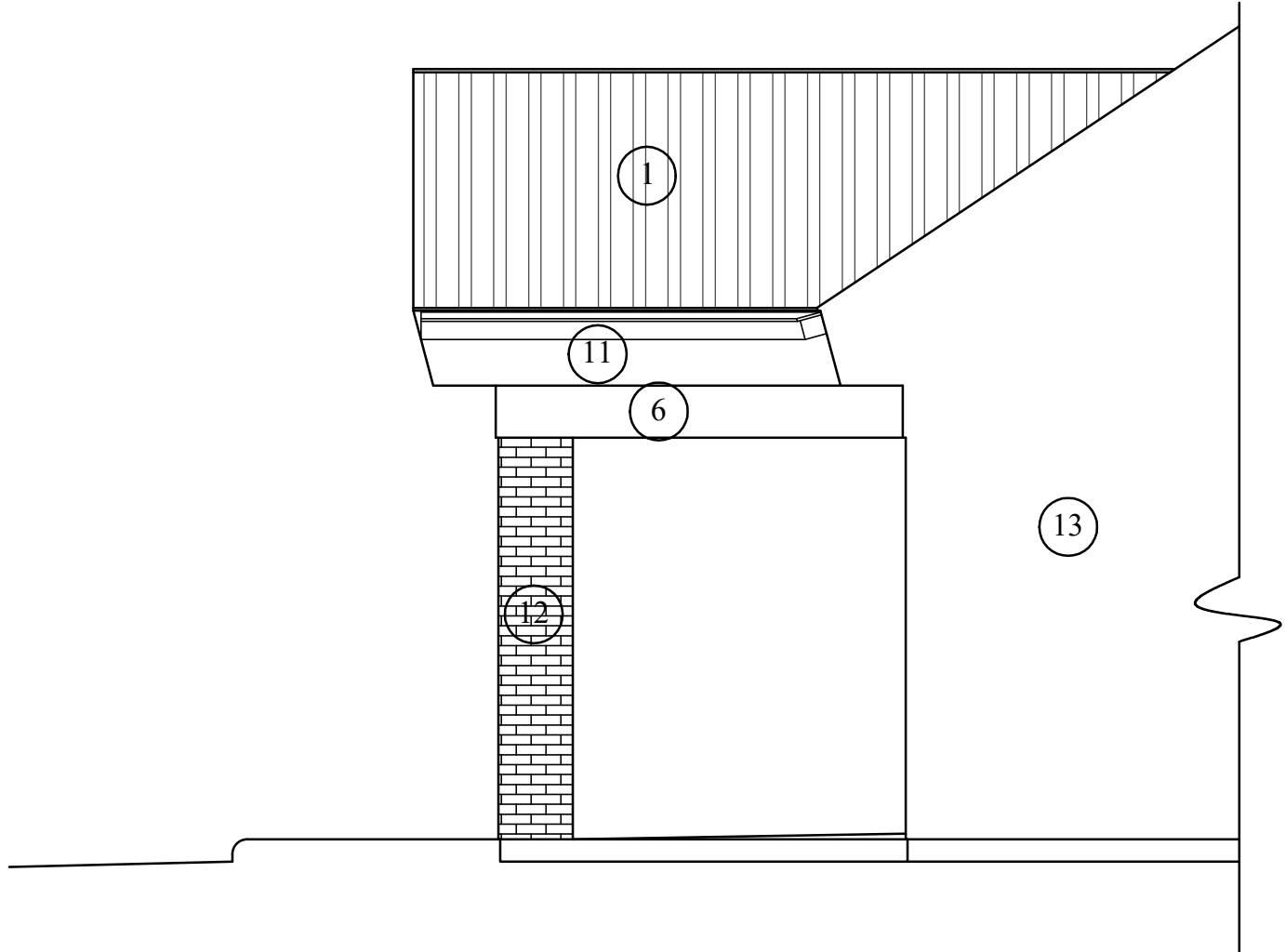
Respectfully,

A handwritten signature in black ink, appearing to read "Dan Kelinske", with a long horizontal flourish extending to the right.

Dan Kelinske

Director, Alvin Parks and Recreation

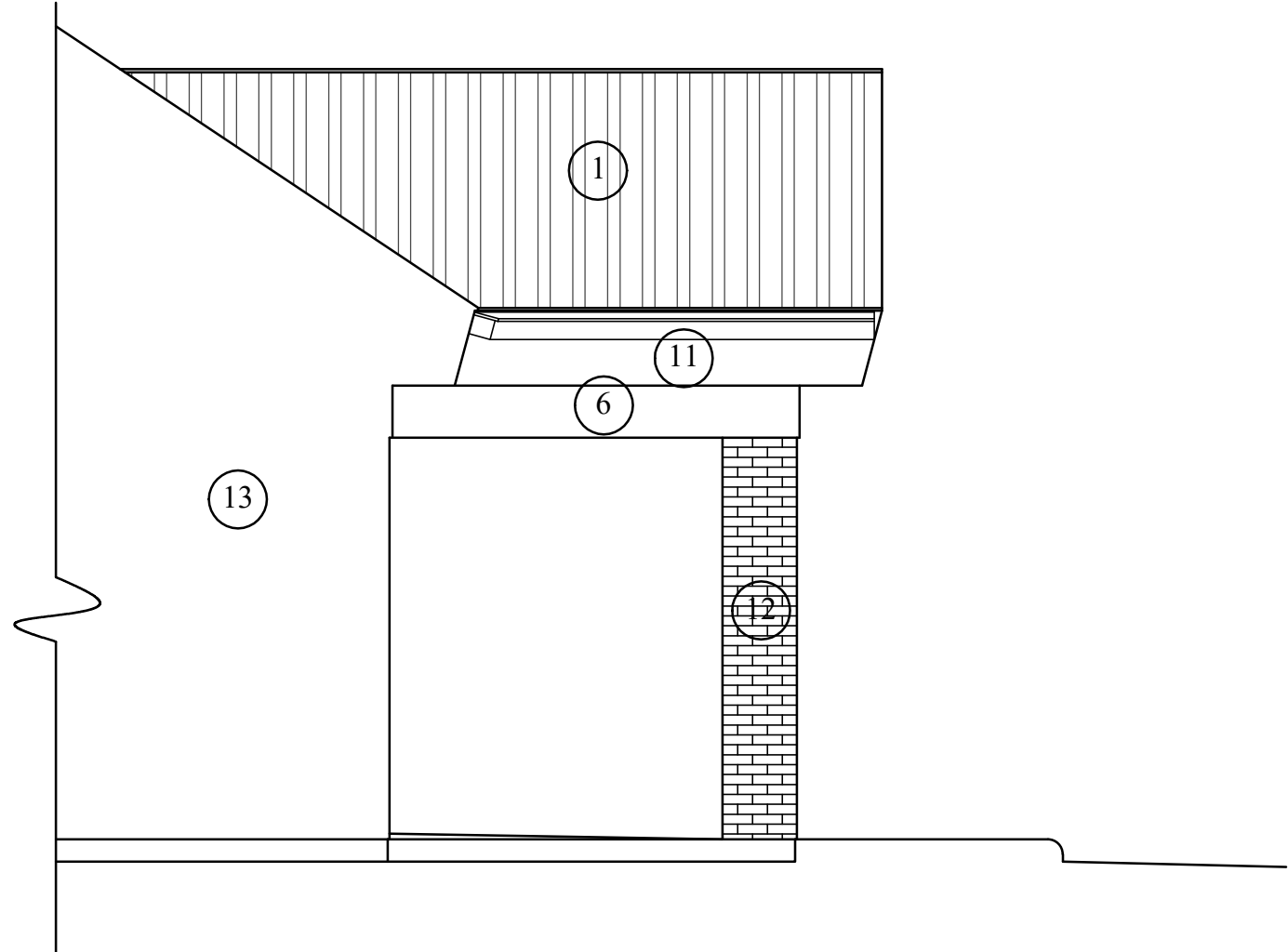




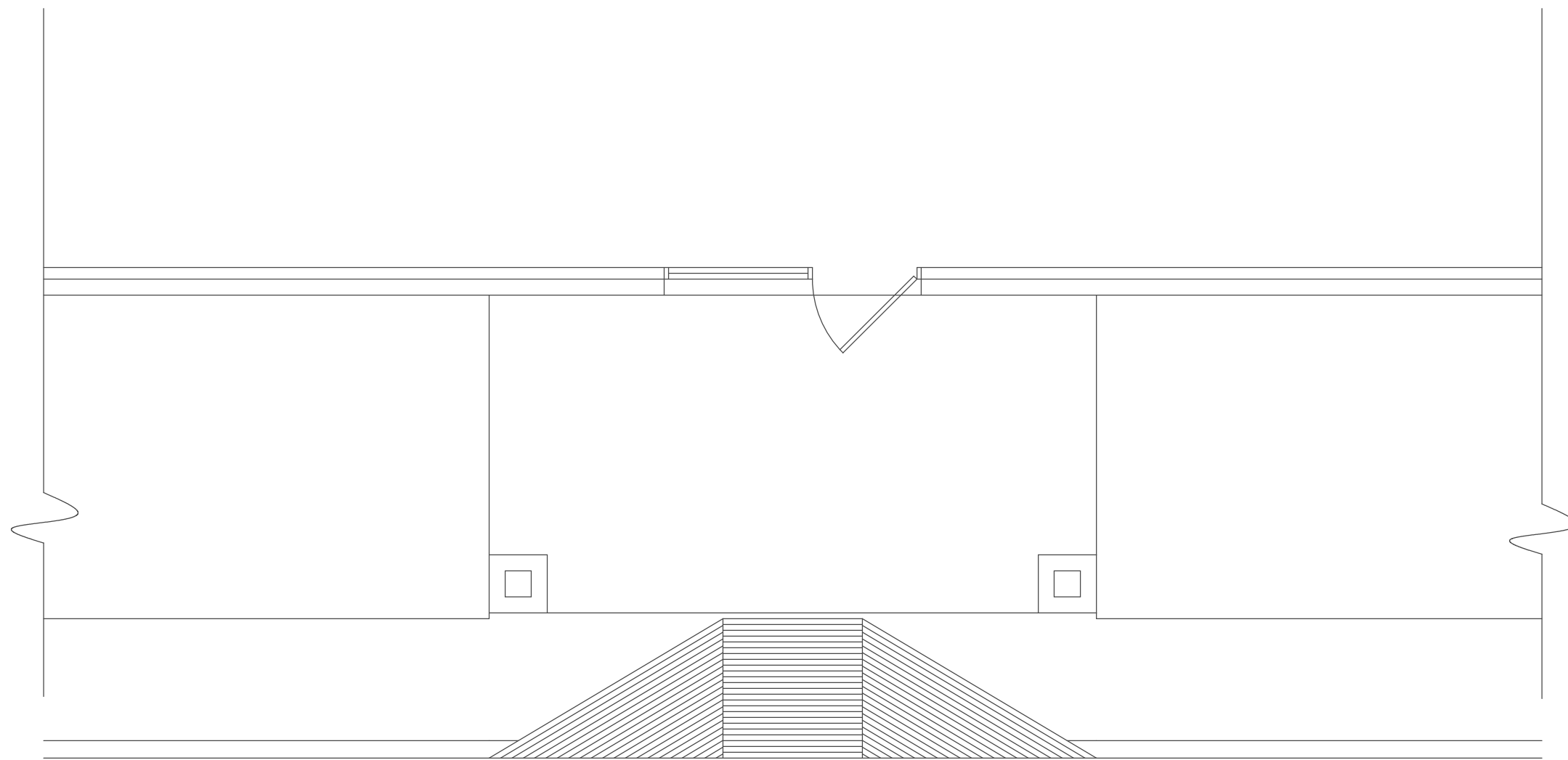
EXISTING RIGHT ELEVATION



EXISTING S. HOOD ST. PORCH ELEVATION



EXISTING LEFT ELEVATION



EXISTING FLOOR PLAN

ELEVATION KEY NOTES:

1. EXISTING METAL ROOF
2. NEW METAL ROOF (MATCH EXIST.) OVER ZIP SYSTEM ROOF SHEATHING WITH LIQUID FLASHING (INSTALLED PER MFG SPECIFICATIONS)
3. 6" HORIZONTAL HARDI PLANK SIDING OVER ZIP SYSTEM SHEATHING WITH LIQUID FLASHING (INSTALLED PER MFG SPECIFICATIONS)
4. NEW FASCIA
5. 2X6 DECORATIVE WOOD TRUSS PAINTED (SEE PARKS DEPARTMENT FOR COLOR)
6. EXISTING COVERED PORCH
7. 1'-8" SQUARE BRICK COLUMNS OVER 6" PIPE COLUMN (MATCH EXIST. COLUMNS)
8. EXISTING DOOR
9. EXISTING WINDOW
10. EXISTING BRICK
11. EXISTING FASCIA
12. EXISTING COLUMN
13. EXISTING BUILDING



- DESIGNERS -
- PLANNERS •
- CONSTRUCTION -
- CONSULTANTS •

FRIENDSWOOD, TEXAS 77546

(281)482-3395

E-MAIL: sean@rivesdesigners.com

DISCLAIMER:
TO THE BEST OF MY KNOWLEDGE,
THESE PLANS AND SPECIFICATIONS
DO NOT CONSTITUTE A GUARANTEE
OR WARRANTY OF ANY KIND. THE
FINAL DECISIONS ARE THE SOLE
RESPONSIBILITY OF THE
OWNER / CONTRACTOR.
THE OWNER / CONTRACTOR WILL BE
RESPONSIBLE FOR THE LOCATION OF
ALL UTILITIES.
RIVES DESIGNERS, THEIR EMPLOYEES,
OR THEIR SUBCONTRACTORS
WILL NOT BE RESPONSIBLE FOR
CONSTRUCTION DEFECTS AFTER STARTED.
NO WARRANTIES ARE GIVEN OR
IMPLIED AS TO THE CORRECTNESS
OR ACCURACY OF THESE PLANS.
THESE PLANS ARE THE SOLE
PROPERTY OF RIVES DESIGNERS
AND ARE FOR THE SOLE
USE ON A SPECIFIC PROJECT AND
MAY NOT BE USED ON ANY OTHER
PROJECT WITHOUT WRITTEN
PERMISSION FROM RIVES DESIGNERS.

PROJECT DESCRIPTION:

309 WEST SEALY
ALVIN, TEXAS 77511

CLIENT:

A PROPOSED NEW
DETACHED PORTICO
FOR: ALVIN SENIOR
CENTER

REVISIONS:

DATE: 12-6-23
JOB NO: ASCPORTI
DRAWN BY: S. RIVES •
SHEET NUMBER:

3.0
OF

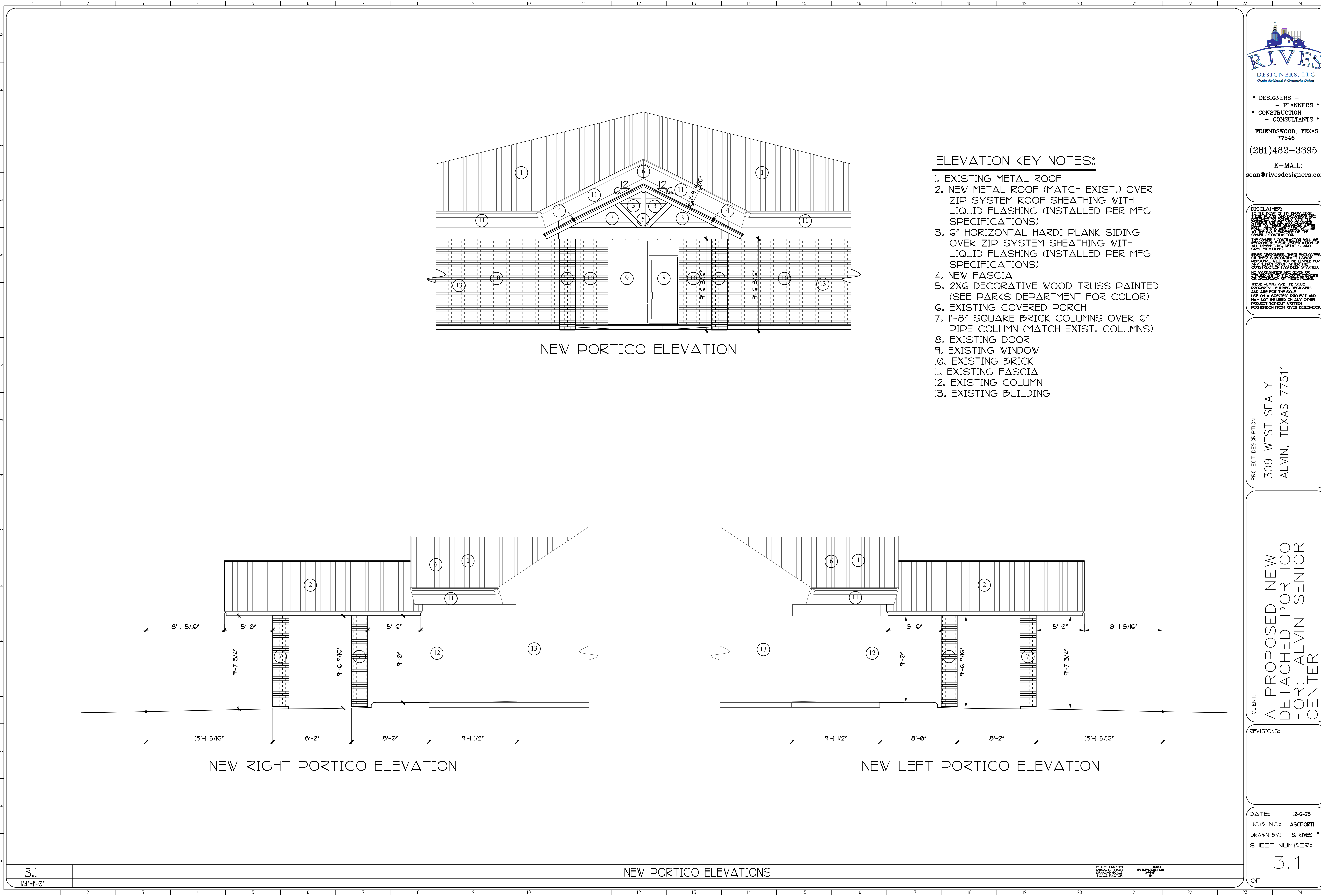
3.0

1/4"=1'-0"

EXISTING PLANS

FILE NAME:
DESCRIPTION:
DRAWING SCALE:
SCALE FACTOR:

ASCD
DRAWING
SCALE
SCALE FACTOR:
8



• DESIGNERS -
- PLANNERS •
• CONSTRUCTION -
- CONSULTANTS •

FRIENDSWOOD, TEXAS
77546

(281)482-3395

E-MAIL:
sean@rivesdesigners.com

DISCLAIMER:
TO THE BEST OF MY KNOWLEDGE,
THESE PLANS AND DRAWINGS ARE
DESIGNED TO COMPLY WITH THE
HIGHEST STANDARDS OF THE
INDUSTRY. HOWEVER, THE USER
OF THESE PLANS SHALL BE RESPONSIBLE
FOR OBTAINING ALL NECESSARY
PERMITS AND FOR THE ACCURACY
OF THE INFORMATION PROVIDED.
THE USER / CONTRACTOR SHALL BE
RESPONSIBLE FOR ALL DETAILS, AND
FOR THE PROTECTION OF THE
PROPERTY OF RIVES DESIGNERS, LLC.
RIVES DESIGNERS, LLC EMPLOYEES,
DESIGNERS, ARCHITECTS, ENGINEERS,
OR ANY OTHER PERSONS SHALL NOT BE
RESPONSIBLE FOR ANY DAMAGE OR
LOSS OF ANY KIND, INCLUDING
CONSTRUCTION COSTS, ARISING FROM
THESE PLANS OR ANY OTHER
PROJECT WITHOUT WRITTEN
PERMISSION FROM RIVES DESIGNERS.

PROJECT DESCRIPTION:

309 WEST SEALY
ALVIN, TEXAS 77511

CLIENT:

A PROPOSED NEW
DETACHED PORTICO
FOR: ALVIN SENIOR
CENTER

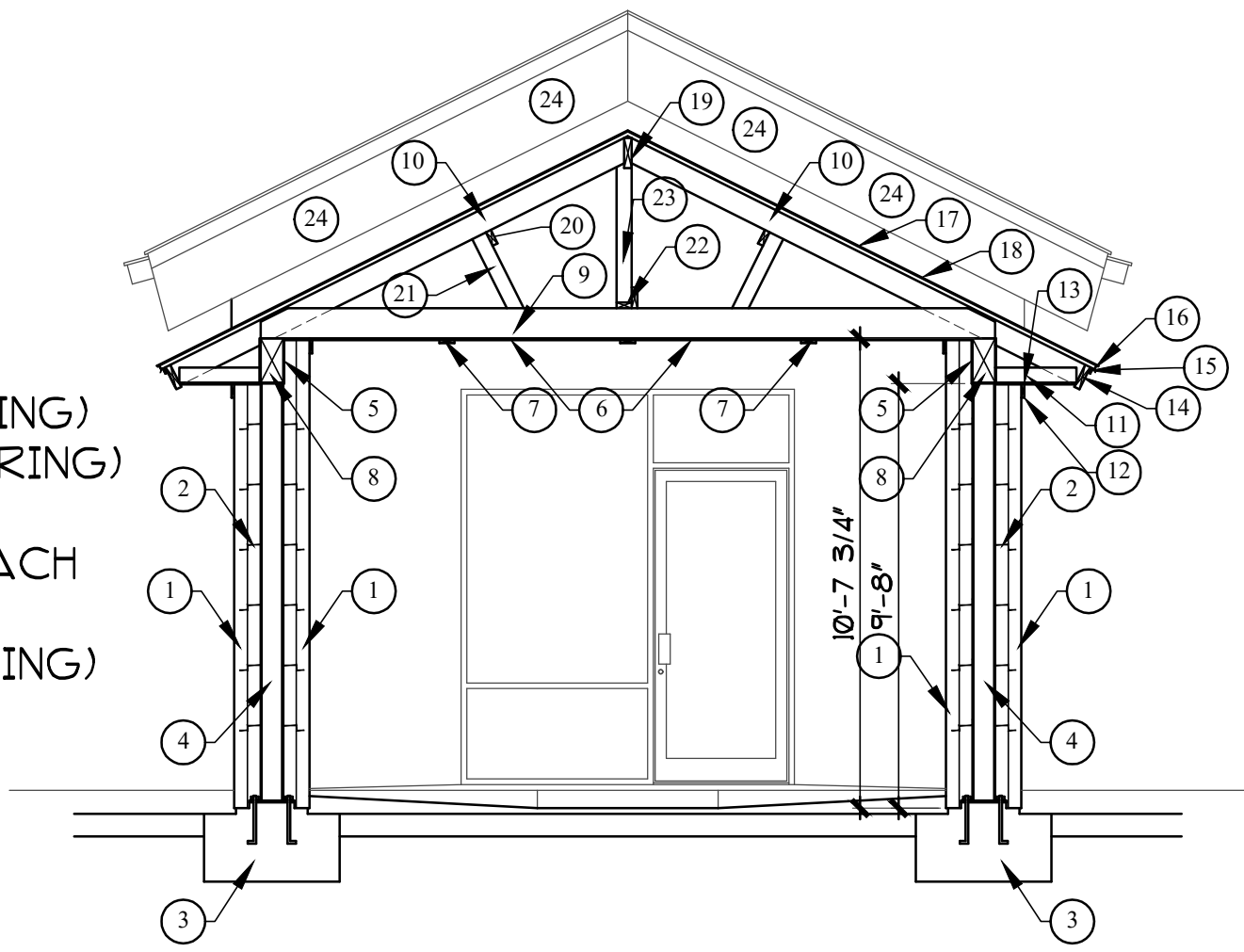
REVISIONS:

DATE: 12-6-23
JOB NO: ASCPORTI
DRAWN BY: S. RIVES
SHEET NUMBER:

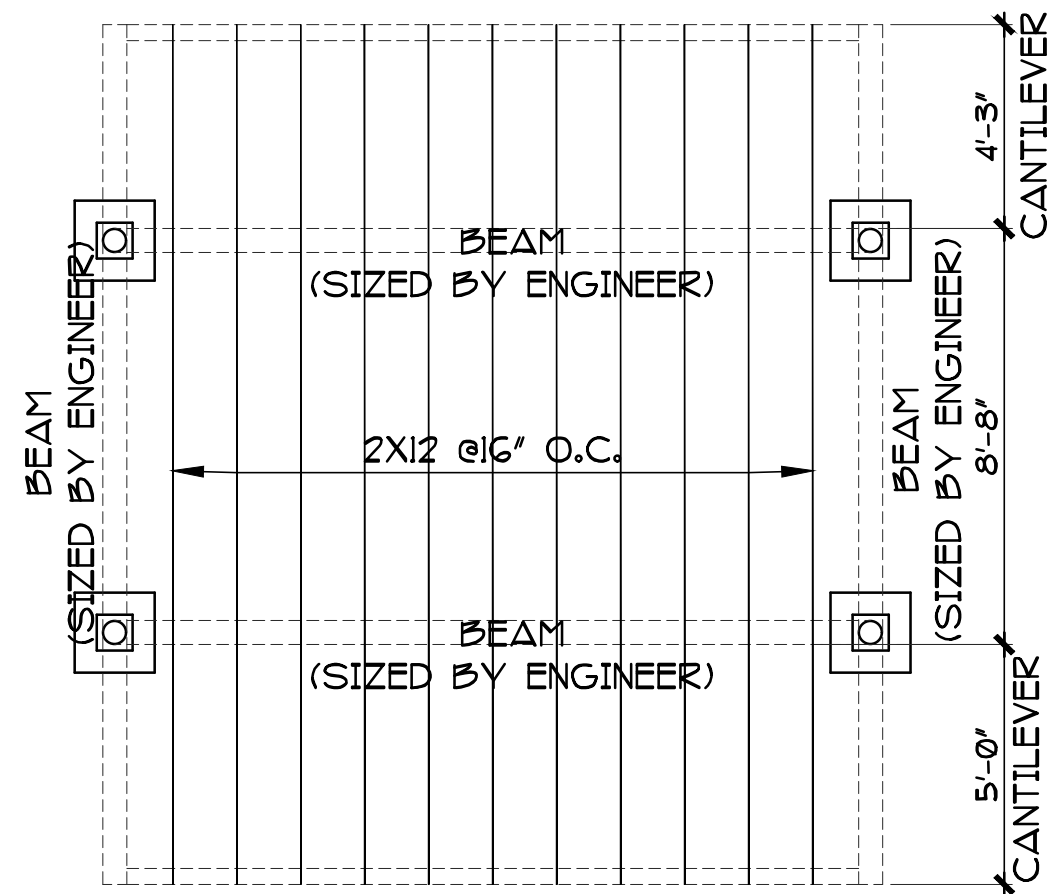
3.1
OF

SECTION KEY NOTES:

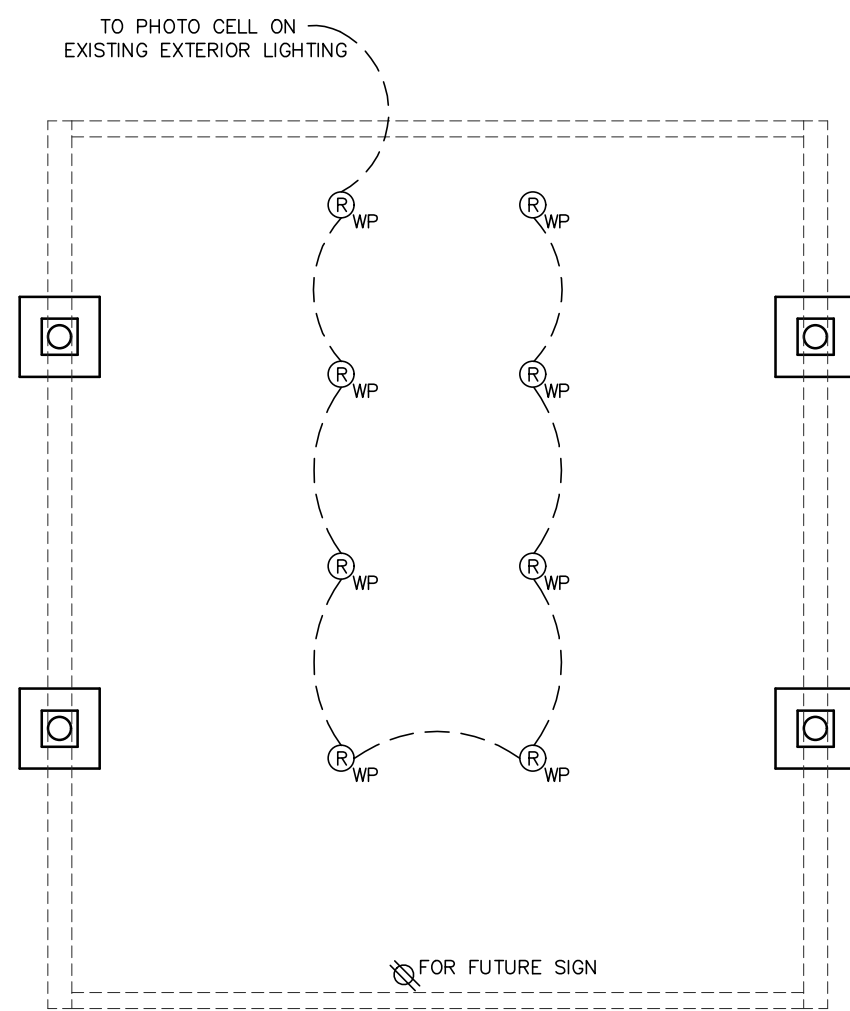
1. BRICK (MATCH EXISTING)
2. BRICK TIES
3. NEW SPREAD FOOTING (SEE ENGINEERING)
4. 6" STEEL COLUMN (SEE ENGINEERING)
5. SADDLE FOR BEAM (SEE ENGINEERING)
6. 4'X8 HARDI PANEL
7. 1X4 HARDI TRIM @4' ON CENTER EACH WAY
8. ENGINEERED BEAM (SEE ENGINEERING)
9. 2X12@16" O.C. CEILING JOIST
10. 2X6 RAFTERS @16" O.C.
11. 2X4 LOOKOUTS
12. BRICK FREEZE
13. HARDI SOFFIT
14. HARDI FACIA
15. HARDI DRIP EDGE
16. DRIP EDGE FLASHING
17. ZIP SYSTEM ROOF SHEATHING (INSTALLED PER MFG SPECIFICATIONS)
18. METAL ROOF TO MATCH EXISTING
19. RIDGE BEAM
20. PURLIN
21. PURLIN BRACE
22. STRONG BACK
23. RIDGE SUPPORT
24. EXISTING PORCH



TYPICAL SECTION
A-A



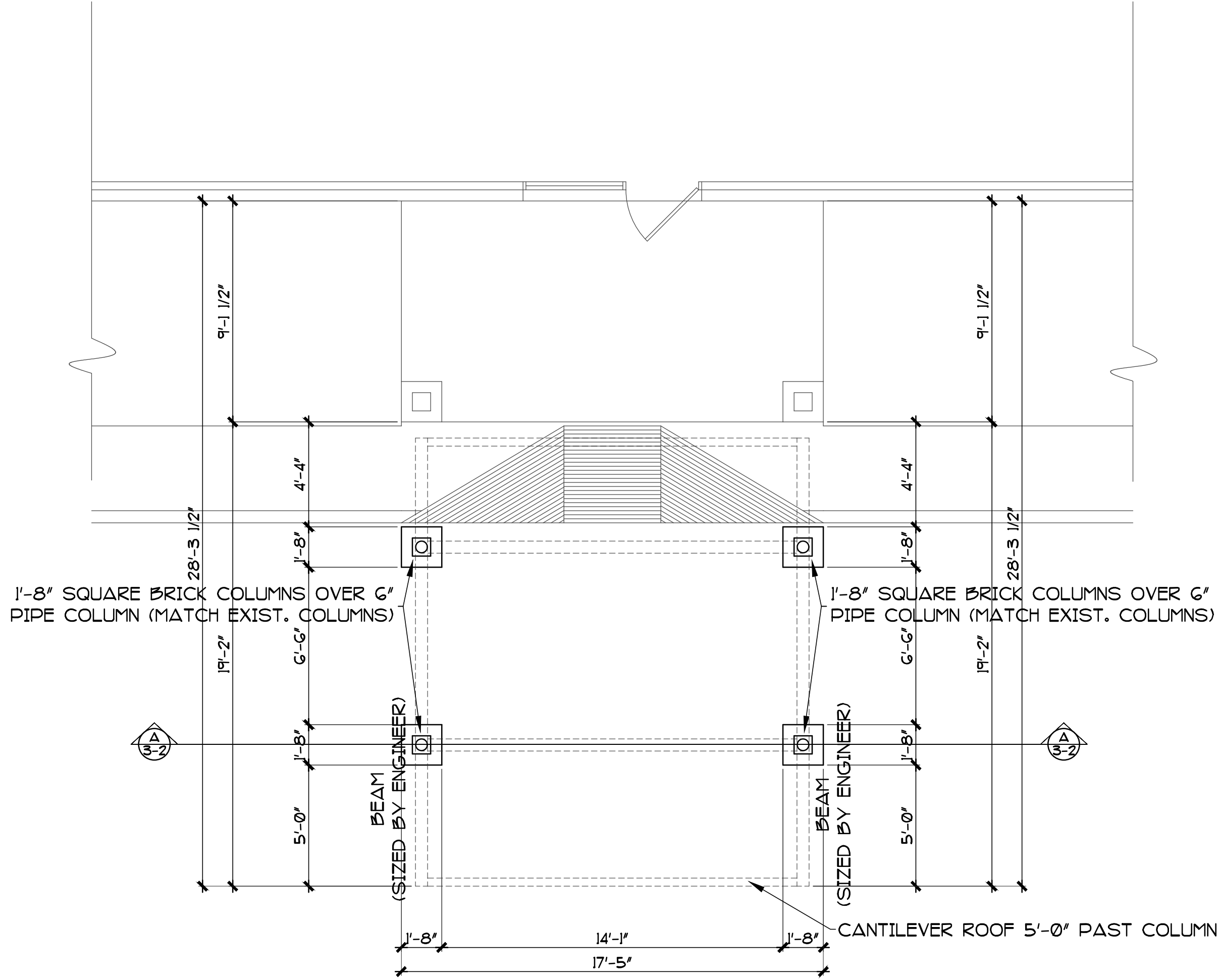
PROPOSED FRAMING PLAN



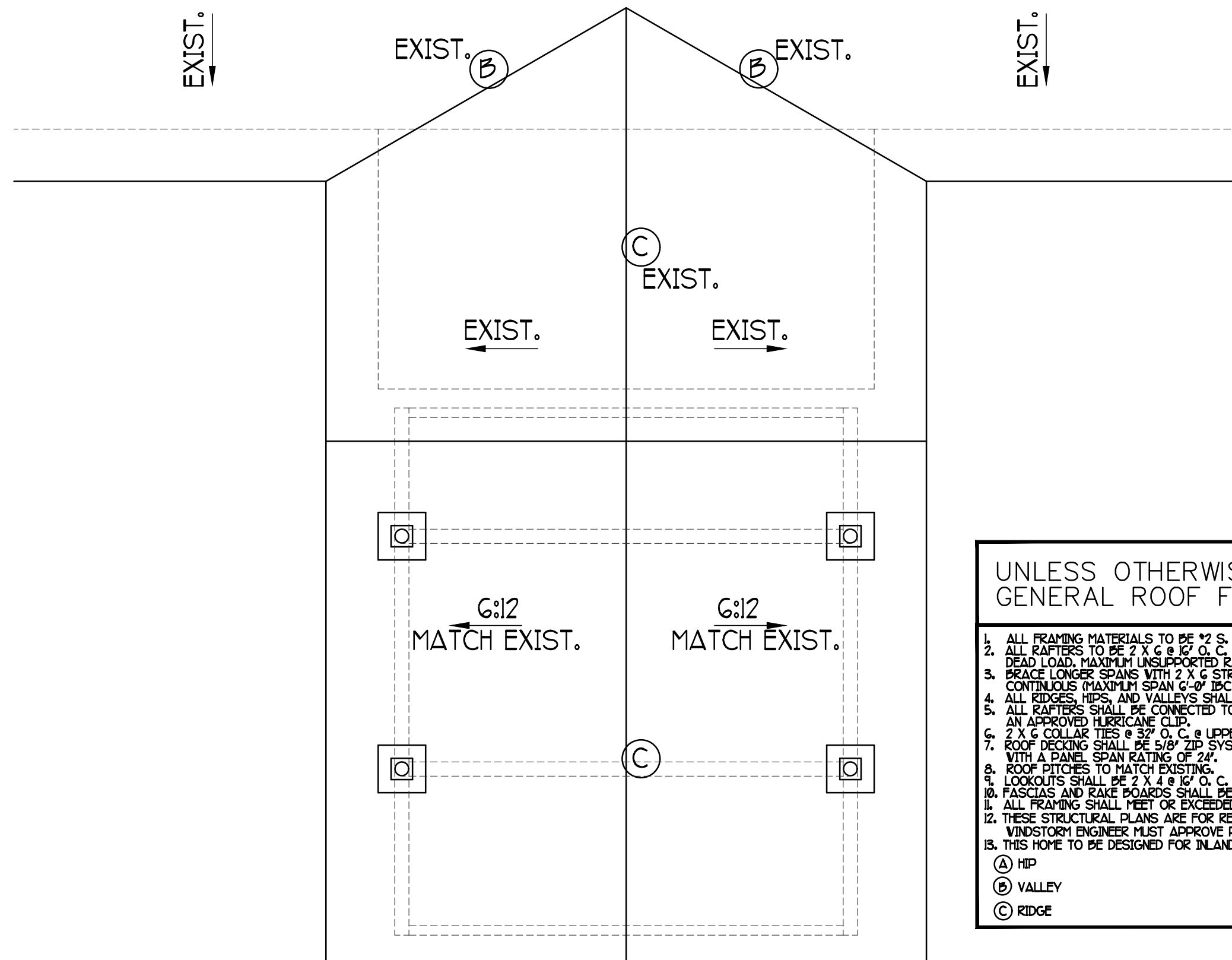
NEW PORTICO ELECTRICAL PLAN

ELECTRICAL LEGEND

RWP RECESSED LED WEATHER PROOF
J BOX FOR FUTURE SIGN



NEW PORTICO FLOOR PLAN



NEW PORTICO ROOF PLAN

UNLESS OTHERWISE NOTED
GENERAL ROOF FRAMING NOTES:

1. ALL FRAMING MATERIALS TO BE 12 S. Y. P. KD. 15L.
 2. ALL RAFTERS TO BE 2 X 6 @ 16" O.C. BASED ON 20 PSF LIVE LOAD AND 7 PSF DEAD LOAD. MAXIMUM UNSUPPORTED RAFTER SPAN 10'-0".
 3. PROVIDE LOWER SPANS WITH 2 X 6 STRUTS @ 32" O.C. WITH 2 X 6 PURLINS CONTINUOUS MAXIMUM SPAN 6'-0" IBC 2018 CODE.
 4. ALL EDGES, HIPS, AND VALLEYS SHALL BE 2 X 6 @ 12 S. Y. P. KD. 15L.
 5. ALL RAFTERS SHALL BE CONNECTED TO ADJACENT CEILING JOISTS WITH AN APPROVED TIE-ROPE CLIP.
 6. 2 X 6 COLLAR TIES @ 32" O.C. @ UPPER 1/3 OF ROOF.
 7. ROOF DROPPING SHALL BE 5/8" ZIP SYSTEM PANELS WITH A PANEL SPAN RATING OF 24".
 8. ROOF PITCHES TO MATCH EXISTING.
 9. LOOKOUTS SHALL BE 2 X 4 @ 16" O.C.
 10. FASCIAS AND RAFTERS SHALL BE 1 X 6 HARDY OR BETTER.
 11. ALL FRAMING SHALL MEET OR EXCEED THE IBC 2018 CODE WINDSTORM GUIDELINES.
 12. THESE STRUCTURAL PLANS ARE FOR REFERENCE ONLY - STRUCTURAL AND WINDSTORM ENGINEER MUST APPROVE PRIOR TO CONSTRUCTION.
 13. THIS HOME TO BE DESIGNED FOR INLAND II OR BETTER.
- (A) HP
(B) VALLEY
(C) RIDGE



- DESIGNERS -
- PLANNERS -
- CONSTRUCTION -
- CONSULTANTS -

FRIENDSWOOD, TEXAS
77546
(281)482-3395

E-MAIL:
sean@rivesdesigners.com

DISCLAIMER:
TO THE BEST OF MY KNOWLEDGE,
THESE PLANS AND DRAWINGS ARE
FOR THE USE OF THE CLIENT AND
SHALL NOT BE USED FOR ANY OTHER
PURPOSE. I AM NOT PROVIDING ANY
WARRANTY OR GUARANTEE OF THE
ACCURACY OR COMPLETENESS OF THE
INFORMATION PROVIDED. THE OWNER / CONTRACTOR WILL BE
RESPONSIBLE FOR OBTAINING ALL
NECESSARY PERMITS, DETAILS, AND
OTHER INFORMATION.
THESE PLANS ARE THE SOLE
PROPERTY OF RIVES DESIGNERS
AND ARE FOR THE SOLE
USE ON A SPECIFIC PROJECT AND
MAY NOT BE USED ON ANY OTHER
PROJECT WITHOUT WRITTEN
PERMISSION FROM RIVES DESIGNERS.

PROJECT DESCRIPTION:

309 WEST SEALY
ALVIN, TEXAS 77511

CLIENT:

A PROPOSED NEW
DETACHED PORTICO
FOR: ALVIN SENIOR
CENTER

REVISIONS:

DATE: 12-6-23
JOB NO: ASCPORTI
DRAWN BY: S. RIVES
SHEET NUMBER:

3.2

OF



AGENDA COMMENTARY

Meeting Date: 4/4/2024

Department: Parks and Recreation

Contact:

Agenda Item: Consider an agreement with Horizon International Group through the Choice Partners Job Order Contract (JOC) Cooperative Purchasing Network to construct a Porta Cochere extending from the East End Assembly room entrance of the Senior Center in an amount not to exceed \$132,130; and authorize the City Manager to sign related documents upon legal review.

Type of Item: Contract/Agreement

Summary: City Council previously approved funding in the amount of \$61,500 upon passing Ordinance 23-N amending the budget at the June 15, 2023, meeting. The original budget was based upon a desire to install an awning along the sidewalk leading to the entrance of the east side assembly room of the Senior Center, located at 309 W. Sealy Street. Over the next several months the design changed, with final design being approved by the Senior Citizen board on November 13, 2023.

Cost Proposal to construct the design of the Senior Center Portico -	\$124,650
6% Contingency (if needed)	<u>\$7,480</u>
Total:	\$132,130

Advantages of using Choice Partners Cooperative Purchasing Network:

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

Funding Expected: Revenue ☐ Expenditure ☒

Budgeted Item: Yes ☒ No ☐ N/A ☐

Funding Account: 311-7001-02-4100 **Amount:** \$132,130

1295 Form Required? Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☐

Date Completed: _____

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 4/1/24

Supporting documents attached:

1. Senior Center Portico
-

Recommendation: Move to approve the agreement with Horizon International Group through the Choice Partners Job Order Contract (JOC) Cooperative Purchasing Network to construct a Porta Cochere extending from the East End Assembly room entrance of the Senior Center in an amount not to exceed \$132,130; and authorize the City Manager to sign related documents upon legal review.

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: __

Reviewed by Chief Financial Officer, if applicable: X

Reviewed by City Manager, if applicable: X

March 12, 2024

Mr. Dan Kelinske
Director of Parks and Recreations
City of Alvin
300W. Sealy St.
Alvin, TX 77511

Re: City of Alvin – Senior Center Portico

Dear Mr. Kelinske,

Horizon Group International is pleased to present our proposal for the above referenced project. This project is priced in accordance with our Job Order Contract through Choice Partners 23/016MR-20. The City Cost Index and Choice Partners Coefficient for standard working hours have been applied.

SCOPE OF WORK

Material, labor, supervision and equipment to complete the following:

Provide and install structural steel as per plans provided
Provide and install concrete footings as per plans provide
Provide and install all masonry columns to match existing as close as possible
Provide and install all wood beams and steel brackets as per plans
Provide and install all electrical as per plans
Provide and install al Cement board siding, sophets, and facia as per plans
Provide and in roof decking and roofing system as per plans

Total \$124,650.00

We appreciate the opportunity to present this proposal and look forward to your review and approval.

Sincerely,

Jeff Greytok

Cell: 361-563-1070

jgreytok@hgiusa.com





AGENDA COMMENTARY

Meeting Date: 4/4/2024

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider an agreement with Horizon International Group through the Choice Partners JOC Cooperative Purchasing Network to remove existing lights, provide and install nine (9) new lights per plans in and around the downtown parking lot in an amount not to exceed \$139,700; and authorize the City Manager to sign related documents upon legal review.

Type of Item: Action Item

Summary: During a City Council workshop in preparation for the fiscal year 2024 budget, staff was directed to plan for the replacement of the lighting in and around the downtown parking lot, located at E. Sealy & S. Gordon Street. Currently, the lighting is mis-matched, having two different types of fixtures as well as a non-working section of lights due to the power being turned off at said location due to a car accident.

Replacement of the lights will provide improved lighting utilizing LED fixtures as well as consistency in style and design. Funding for this project was approved by City Council for Fiscal Year 2024, \$131,790 bid price + \$7,910 contingency.

Advantages of using Choice Partners Cooperative Purchasing Network:

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

Staff recommends approval.

Funding Expected:	Revenue ☐ Expenditure ☒ N/A ☐	Budgeted Item:	Yes ☒ No ☐ N/A ☐
Funding Account:	311-7001-00-4100	Amount:	\$140,000
1295 Form Required?	Yes ☒ No ☐		
Legal Review Required:	N/A ☐ Required ☒	Date Completed:	4/1/2024 SLH
Finance Review Required:	N/A ☐ Required ☒	Date Completed:	CT 4/1/24

Supporting documents attached:

1. Parking Lot Lighting Pictures
 2. Parking Lot Lighting Proposal
-

Recommendation: Move to approve the agreement with Horizon International Group through the eChoice Partners Cooperative Purchasing Network in the total not to exceed amount of \$139,700 for the replacement of downtown parking lot lighting, and authorize the City Manager to sign related documents upon legal review.

Reviewed by Department Head, if applicable:

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: X

Reviewed by City Manager, if applicable: X



Parking Lot Lighting Project



January 24, 2024

Mr. Dan Kelinske
Director of Parks and Recreations
City of Alvin
300W. Sealy St.
Alvin, TX 77511

Re: City of Alvin – parking lot lighting

Dear Mr. Kelinske,

Horizon Group International is pleased to present our proposal for the above referenced project. This project is priced in accordance with our Job Order Contract through Choice Partners 23/016MR-20. The City Cost Index and Choice Partners Coefficient for standard working hours have been applied.

SCOPE OF WORK

Material, labor, supervision and equipment to complete the following:

DEMOLITION

Remove existing lighting as per plans

NEW CONSTRUCTION

Provide and install 9 new light poles as per plans

Provide and install light bases as per plans

Bore and sleeve under concrete

Install sod were trenching

Clean site of all construction material

22 week lead time on poles

Pricing for the Scope of Work is as follows:

RS Means Total	\$ 0.00
Galveston City Cost Index @ .858	\$ 0.00
Choice Partners Standard Coefficient @ .93	\$ 0.00
Non pre priced Items cost	\$ 000.00
Permit	<u>\$ 000.00</u>
Total (Rounded)	\$ 131,790.00

We appreciate the opportunity to present this proposal and look forward to your review and approval.

Sincerely,

Jeff Greytok

Cell: 361-563-1070

jgreytok@hgiusa.com





AGENDA COMMENTARY

Meeting Date: 4/4/2024

Department: City Secretary

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

Agenda Item: Discuss DRAFT ordinance amending Chapter 15 - "Offenses and Miscellaneous Provisions" of the City of Alvin Code of Ordinances, by adding Article XI "Electioneering at Polling Locations," Section 15-123 "Purpose," Section 15-124 "Definitions," Section 15-125 "Electioneering on City Owned Facilities/Grounds;" providing for regulations of electioneering conducted on city property used as election polling locations; amending Chapter 17 1/2 "Signs" of the City of Alvin Code of Ordinances, Article IV "Construction, Placement and Maintenance," Section 17½-41 "Temporary Political Signs on Private Property," Providing for severability' providing a penalty of fine not to exceed the sum of \$500.00 for each offense; providing for an effective date; and providing for publication.

Type of Item: Discussion & Direction

Summary: At the March 7, 2024, City Council meeting, two public comments were made by election workers regarding electioneering activities observed at the Alvin Library during the recent March primary election. This proposed ordinance, currently in draft form, will be revisited during the April 18th City Council meeting for consideration, with any amendments discussed during this meeting. Staff compiled recommended changes to Chapter 15 - "Offenses and Misc Provisions" and Chapter 17 1/2 - "Signs." These proposed modifications are aimed at addressing the concerns raised and improving the process.

Proposed amendments:

- Adds an Article XI "Electioneering at Polling Locations to Chapter 15 "Offenses and Misc Provisions" to the Code
- Adds Section 15-123 Purpose
- Adds Section 15-124 Definitions
- Adds Section 15-125 Electioneering on City Owned Facilities/Grounds
- Amends Chapter 17 ½ Signs – Article IV Construction, Placement, and Maintenance, Section 17 ½-41 Temporary political signs" adding "...on City owned public property".
- Adds Section 17½ -42 – Temporary Political Signs on Private Property

Additional language incorporated into the ordinance:

- Designates an area for candidates to place their canopy in the library parking lot outside the 100 ft distance marker. State law states that no electioneering can be done within 100 feet of the entrance used by voters to enter the building.
 - The parking lot is scheduled to be re-striped, the area marked in yellow (see Exhibit A) will be
-

designated for the placement of canopies; all other parking places will be left open for voter and patron parking.

- Canopies will be limited to 10x10, and must be removed daily; can be placed one (1) hour prior to polls opening and one (1) hour after polls close; spaces available on a first come first serve basis, no use of tables, etc.
- The areas blocked in white (see Exhibit A) shall be left open for voters onsite casting their ballot, patrons of the library, and library employees.
- Vehicles/trailers etc. may not be parked onsite and left throughout the day/voting period for use as an “electioneering” sign because of limited parking.
- Reduce the number of candidate/committee signs placed onsite from 10 to 4 per person/committee etc.
- Reducing the size of electioneering signs placed onsite from 36 sq ft / 8 ft height to 16 area sq ft /4 ft height.

Funding Expected:	Revenue ☐ Expenditure ☐ N/A ☒	Budgeted Item:	Yes ☐ No ☐ N/A ☒
Funding Account:	☐	Amount:	☐
Legal Review Required:	N/A ☐ Required ☒	1295 Form Required?	Yes ☐ No ☒
Finance Review Required:	N/A ☒ Required ☐	Date Completed:	<u>3/26/2024 SLH</u>
		Date Completed:	<u> </u>

Supporting documents attached:

1. Electioneering Powerpoint
 2. Ord 24-__; Electioneering and Political Signs; DRAFT
 3. Exhibit A; Library Parking Lot Options
-

Recommendation: Give direction to staff regarding the formulation of said ordinance to be considered at the April 18, 2024 City Council meeting.

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: ☒

Electioneering & Political Signs



Electioneering Ordinance Discussion

- Placement of canopies limited to yellow area to be marked at the Alvin Library – *(parking lot will be re-striped)*
- Canopy limited to 10x10 in size
- Canopies may be placed onsite daily - 1 hour before polls open *(in assigned area – 1st come 1st serve basis)*
- Canopies must be removed daily within 1 hour of polls closing
- Spaces marked in white = parking for voters onsite casting ballots, patrons, and library staff



Electioneering Ordinance Discussion *cont'd*

- No parking of vehicles/trailers, etc. onsite for use as political signs
- Reduces the # of signs allowed at the city owned polling location from 10 to 4 per candidate/ballot measure/etc.
- Reduces the size of political signs onsite of city owned polling location from 36 sq ft/8ft in height to not to exceed 6 sq ft / 4 ft height



ORDINANCE 24-__

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 15 – “OFFENSES AND MISCELLANEOUS PROVISIONS” OF THE CITY OF ALVIN CODE OF ORDINANCES, BY ADDING ARTICLE XI. - “ELECTIONEERING AT POLLING LOCATIONS,” SECTION 15-123 “PURPOSE,” SECTION 15-124 “DEFINITIONS,” SECTION 15-125 “ELECTIONEERING ON CITY OWNED FACILITIES/GROUNDS;” PROVIDING FOR REGULATIONS OF ELECTIONEERING CONDUCTED ON CITY PROPERTY USED AS ELECTION POLLING LOCATIONS; AMENDING CHAPTER 17 ½ “SIGNS” OF THE CITY OF ALVIN CODE OF ORDINANCES, ARTICLE IV “CONSTRUCTION, PLACEMENT AND MAINTENANCE,” SECTION 17½-41 “TEMPORARY POLITICAL SIGNS ON CITY OWNED PUBLIC PROPERTY” TO AMEND REGULATIONS REGARDING SIZE AND PLACEMENT OF POLITICAL SIGNS, AND ADDING SECTION 17½-42 “TEMPORARY POLITICAL SIGNS ON PRIVATE PROPERTY;” PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF \$500.00 FOR EACH OFFENSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.

WHEREAS, based on the experience gained from, and observations made of, electioneering occurring on City-owned and City-controlled property used as a polling place, the City Council finds that the adoption of certain regulations on electioneering set forth in Chapter 15, Article XI of the City of Alvin Code of Ordinances are needed to further the public health, safety, and welfare of the community.

WHEREAS, the City Council finds it is in the best interest of the citizens of the City of Alvin to adopt these regulations, and further finds that the following are reasonable time, place, and manner regulations.

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

Section 1. The Code of Ordinances of the City of Alvin, Texas, be amended by amending Chapter 15 “Offenses and Miscellaneous Provisions,” by adding Article XI, “Electioneering at Polling Locations,” to read in its entirety as follows:

ARTILCE XI. ELECTIONEERING AT POLLING LOCATIONS

Sec. 15-123. - Purpose.

The purpose of this Article is to provide reasonable regulations for electioneering on City owned or controlled property when such property is used as an election polling place. The regulations contained herein are to mitigate against any safety concerns, prevent damage to public property, ensure that the property is sufficiently available for the patrons who use the facilities other than for election purposes, and to provide a fair and equitable opportunity for all candidates and advocates for and against measures to conduct electioneering at City-owned polling places.

Sec. 15-124. - Definitions.

The following words and phrases as used in this article shall have the meaning as set forth in this section:

City-owned polling place means a building owned or controlled by the City, inclusive of the tract of land on which said building is located, in which a polling place designated pursuant to Chapter 43 of the Texas Election Code is located.

Electioneering means the posting, use, or distribution of political signs or literature.

Electioneering Literature means any written material other than a sign (i) promoting the election of a candidate or political party, or (ii) promoting approval or rejection of a measure.

Voting period means the period beginning the hour the polls are open for voting on the first day of the early voting period and ending on election day on the later of (i) the time the polls are closed, or (ii) the time when the last voter has voted. For purposes of definition, a runoff election shall be considered a separate election for purposes of determining the time for when the voting period begins and ends.

Section 15-125. - Electioneering on City owned facilities/grounds.

- a) Pursuant to Section 61.003 of the Texas Election Code, electioneering is prohibited within one hundred (100) feet of an outside door through which a voter may enter the building in which the polling place is located.
- b) Candidates shall be required to remove all discarded electioneering literature that litter the grounds.
- c) Electioneering shall not interfere with disability access or emergency response to the property.
- d) Canopies shall not exceed 10x10 in size and must be removed daily within one (1) hour after the polls close.
- e) Canopies shall only be allowed in the numbered spaces 1-13 as marked in the “yellow” zone identified in Exhibit A. All other parking spaces in the Alvin Library parking lot shall be made available to voters who are on the premises to cast their ballot, patrons of the library, and library staff.

- f) Canopy spaces are available for selection one hour before the daily opening of the polls and are on a first come, first served basis.
- g) Vehicles of any type are prohibited from being parked in the parking lot for use to display electioneering items.
- h) Canopies and chairs shall not impede the flow of vehicular or foot traffic.
- i) All other structures, including but not limited to booths, tables are prohibited.

Section 2. The Code of Ordinances of the City of Alvin, Texas, is hereby amended by amending Chapter 17 ½ “Signs,” Article IV - “Construction, Placement, and Maintenance,” Section 17 ½-41 “Temporary political signs on City owned public property,” and adding Section 17½-42 “Temporary Political Signs on Private Property” to read in its entirety as follows:

ARTICLE IV “CONSTRUCTION, PLACEMENT AND MAINTENANCE

...

Sec. 17½-41. - Temporary political signs on City owned public property.

- a) The purpose of this article is to provide reasonable regulations for electioneering political signs placed on city owned or controlled public property when such property is used as an election polling place location. The regulations contained herein are to mitigate against any safety concerns, prevent damage to public property, and ensure that the property is sufficiently available for its patrons who use the facilities other than for election purposes.
- b) Political signs shall not be placed on or within the right-of-way. This includes posting signs on trees, telephone poles, traffic signs and other objects in the right-of-way. Signs erected in the right-of-way or posing a traffic hazard, will be removed without prior notice.
- c) A temporary political sign may be placed on public property that serves as an early voting polling location or an election day voting-polling location. Only signs that refer to a candidate or issue that is on the ballot at a particular voting location may be placed at that voting location. A maximum of ~~ten (10)-four (4)~~ (4) signs per candidate or issue may be placed at each polling location and must be self-supporting and stand alone in nature, ³⁵ not being attached to any other. Each temporary political sign may not:
 - 1) Exceed ~~thirty-six (36)-six (6)~~ (6) square feet per sign face.
 - 2) Exceed ~~eight (8)-four (4)~~ (4) feet in height including any supporting instruments used for staking.
 - 3) Be illuminated or have any moving elements.

4) Be within one hundred (100) feet of an outside door which a voter may enter the public building.

4)5) Be placed in a location that creates a traffic hazard or obstructs traffic visibility.

5)6) Be placed on the premises earlier than twenty-four (24) hours before the commencement of the voting period.

6)7) Remain on the premises more than twenty-four (24) hours after the voting period has ended.

- c) All political signs posted on public property in violation of this section are hereby declared to be public nuisances and may be abated as such by the city. All political campaign signs posted on public property shall be deemed to be abandoned and shall become the property of the city and may be disposed of at the discretion of the city.

Sec. 17½-42. - Temporary political signs on private property.

- a) Political signs may be placed on private property with the owner's permission ninety (90) days before an election and shall be removed within ten (10) days after the election.

Section 3. That except as amended herein all other provisions of Chapter 15 and Chapter 17½ 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 4. 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 5. 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 6. 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 7. 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 8 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 9. 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 ____ day of April 2024.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

ORDINANCE 24-__ EXHIBIT A

