

City of Alvin, Texas

Gabe Adame, Mayor

Keko Moore, Mayor Pro-tem, At-Lg P1
Joel Castro, At-Lg P2
Martin Vela, District A
Chris Vaughn, District B



Richard Garivey, District C
Glenn Starkey, District D
Meagan DeKeyzer, District E

Alvin City Council Agenda

Thursday, June 20, 2024

7:00 PM

(Council Chambers)

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

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

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Alvin, Texas, to be held on Thursday, **JUNE 20, 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. Parks & Recreation Month Proclamation; July 2024.

4. PUBLIC COMMENT

5. CONSENT AGENDA

A. Consider approval of the June 6, 2024, City Council Workshop minutes.

B. Consider approval of the June 6, 2024, City Council meeting minutes.

C. Consider the cancellation of the July 4, 2024, regular City Council meeting due to the Independence Day Holiday.

D. Consider an amendment to the Cooperation Agreement with Brazoria County to continue as a participating jurisdiction in the Community Development Block Grant Program for Fiscal Year's 2025-2027; and authorize the Mayor to execute the necessary documents subject to legal review.

E. Consider Ordinance 24-Q, amending the City of Alvin Ordinance 23-V, passed and approved September 7, 2023, same being an ordinance approving and adopting the City of Alvin's budget and fiscal year 2023-24, for the purpose of amending the budget and providing for supplemental appropriation and/or transfer of certain funds as set forth as described in Exhibit A; providing for severability; and providing for other matters related thereto.

- F. Consider Ordinance 24-R, amending the City of Alvin Park Rules and rules relating to the Skate Park located within National Oak Park; authorizing the posting of signage of the rules at appropriate locations; and setting forth other provisions related thereto.
- G. Consider an agreement with Progressive Commercial Aquatics, Inc, through the Buy Board Cooperative Purchasing Network, to re-plaster the pool and replace the two main drain covers at the Recreation Center, located at 3201 TX 35, in an amount not to \$95,835; and authorize the City Manager to sign the agreement upon legal review.
- H. Consider an agreement with Sign Express, through the Buy Board Cooperative Purchasing Network, to remove and replace the existing marquis sign and new lighted building sign at the Recreation Center, located at 3201 TX 35, in an amount not to exceed \$65,000; and authorize the City Manager to sign the agreement upon legal review.

6. OTHER BUSINESS

- A. Consider a Master Engineering Services Agreement for Consulting Services with Baxter & Woodman, Inc., in an amount not to exceed \$219,200 for services to draft an update to the City's Comprehensive Master Plan in response to Alvin RFP-24-02; and authorize the City Manager to sign the Agreement upon legal review.
- B. Consider a Memorandum of Understanding with the City of Pearland, allowing members of the Pearland Recreation Center and Natatorium temporary access to the Bob S. Owen Pool, located at 919 Bayou Drive, during their recapitalization project of the Natatorium from July 1, 2024, through August 13, 2024, and authorize the City Manager to sign upon legal review.
- C. 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/or review preliminary list of items for next Council meeting.

8. ITEMS OF COMMUNITY INTEREST

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

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

9. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, on **MONDAY June 17, 2024, at 4:00 p.m.**



/s/ Dixie Roberts

Dixie Roberts, City Secretary

Removal Date: _____

**** All meetings of the City Council are open to the public, except when there is a necessity to meet in Executive Session (closed to the public) under the provisions of Chapter 551, Texas Government Code. The Council reserves the right to convene into executive session on any of the above posted agenda items that qualify for an executive session by publicly**

announcing the applicable section of the Open Meetings Act, including but not limited to sections 551.071 (litigation and certain consultation with the attorney), 551.072 (acquisition of interest in real property), 551.073 (contract for gift to city), 551.074 (certain personnel deliberations), or 551.087 (qualifying economic development negotiations).



Office of the Mayor, City of Alvin, Texas

Proclamation

- WHEREAS,** Parks and Recreation is a crucial foundation for building a livable, cohesive community that is creative, secure and neighborly; and
- WHEREAS,** Parks and Recreation fosters a sense of belonging in our community by providing welcoming and inclusive programs, essential services for all ages and abilities, and safe, accessible spaces to build meaningful connections; and
- WHEREAS,** Parks and Recreation is essential and adaptable infrastructure that makes our communities resilient in the face of various natural disasters from hurricanes to heatwaves; and
- WHEREAS,** City of Alvin Parks and Recreation professionals and programs truly embody integrity and the essence of belonging.

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

Parks & Recreation Month

in the City of Alvin and encourage each and every citizen to commend the Parks and Recreation Department for making Alvin a place “Where You Belong.”

WITNESS my hand and seal this
20th day of June 2024.

Gabe Adame, Mayor

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP MEETING
THURSDAY, JUNE 6, 2024
6:00 PM**

CALL TO ORDER

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

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

WORKSHOP BUSINESS

Discuss Article VII - Park Land Dedication and Development Fee of Chapter 21 - Subdivisions and Property Development of the Alvin Code of Ordinances.

Council member Moore expressed concerns about the current acreage requirements and associated Park Dedication Fund fees for small developments. He believes it is unnecessary to penalize developers of small infill projects due to their limited size. He suggested allowing developers to bypass the dedication fee if they cannot dedicate the full 2 acres to parkland as currently required. The current ordinance mandates that 1/100th of an acre per dwelling unit is dedicated to parkland (2 acre minimum), or pay the Parkland Dedication Fee. Discussions covered the original purpose of the fee and its application to various planned developments. It was proposed to amend the ordinance to permit smaller developments, which cannot allocate the minimum two acres of parkland, to dedicate a proportionate area within the development maintained by the HOA without paying the Parkland Dedication Fee, while still adhering to the 1/100th acre per dwelling unit requirement. Council requested staff to research and draft an amendment for review with the Parks Board to gain their input and suggestions.

ADJOURNMENT

Mayor Adame adjourned the meeting at 6:45 p.m.

PASSED and APPROVED the 20th of June 2024.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL REGULAR MEETING
THURSDAY, JUNE 6, 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 Keko Moore; Councilmembers: Martin Vela, Chris Vaughn, Glenn Starkey, Richard Garivey and Meagan DeKeyzer.

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

INVOCATION AND PLEDGE OF ALLEGIANCE

Reverend John Taosan with St. John The Baptist Catholic Church gave the invocation. Council member Vaughn led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

PRESENTATIONS

Proclamation - June 7, 2024, as Alvin High School Marine Corps JROTC Day.

Mayor Adame proclaimed June 7, 2024, as Alvin High School Marine Corps JROTC Day and formally issued the proclamation to members of AHS MCJROTC in attendance.

Outstanding Citizen Award; First Sergeant Stephen Garcia.

Mayor Adame presented the Outstanding Citizen Award to First Sergeant Garcia.

PUBLIC HEARING

Public hearing to receive comment regarding an ordinance establishing Standards of Care for youth recreation programs conducted by the City of Alvin Parks and Recreation Department for elementary age children ages five (5) through – thirteen (13).

Mayor Adame opened the public hearing at 7:13 p.m. There were no comments made. Mayor Adame closed the public hearing at 7:15p.m.

PUBLIC COMMENT

Laura Meyers presented comments regarding the 100-foot distance marker and lines for the Alvin Library on Election days.

Adam Burkey presented comments regarding Keep Alvin Beautiful officer resignations and restructuring.

CONSENT AGENDA

Consider approval of the May 16, 2024, City Council meeting minutes.

Consider an Interlocal Agreement with the Texas Department of Transportation (TxDOT) for sharing computer-aided dispatch data with TxDOT, and authorize the City Manager to sign the Interlocal Agreement upon legal review.

An interlocal agreement with the Texas Department of Transportation (TxDOT) aims to improve overall traffic incident management. By sharing abbreviated computer-aided dispatch data (CAD Data), it enables TxDOT to access incident assessment, response identification, and response coordination more swiftly, facilitating the rapid clearance of traffic incidents. CAD Data will be sent in near real-time, every one to two minutes, which will allow TxDOT to have virtual immediate access to incident data as it is updated in CAD. Shared data will be displayed on the Houston TranStar website for TxDOT and other responding agencies for detecting incidents, monitoring the progress of incidents, and other incident management activities. The scripts needed to transmit the abbreviated CAD Data to TxDOT already exist in our consortium GRID system, so no cost to either the City of Alvin or TxDOT will occur. Staff recommends approving the Interlocal Agreement with Texas Department of Transportation, for sharing computer-aided dispatch data with TxDOT.

Consider a revised agreement to provide and install video surveillance with licensing and access controls at the Recreation Center, located at 3201 Highway 35, to DataVox, through the Interlocal purchasing system, Texas Department of Information Resources (Texas DIR); including an additional funding amount of \$110,325 (\$85,368 authorized at the May 16, 2024, City Council meeting), increasing the total not to exceed amount to \$195,693, and authorize the City Manager to sign the agreement upon legal review.

At the May 16, 2024 meeting, the City Council approved an agreement for the provision and installation of video surveillance systems at the Recreation Center, located at 3201 Highway 35. This project aims to enhance security measures at the facility. The initial approved amount was \$85,368. Following discussions with the City Council in Executive Session on May 16, it was discussed to move forward with the implementation of phase I and II of this project. This item requests an additional \$110,325 (including a 6% contingency) to cover the expanded scope of work, bringing the total not to exceed amount for this project to \$195,693. Funding will be sourced from budget savings in the General Projects fund. For security reasons, detailed information is not included in the packet. This security system will:

Create a Secure Environment:

- *Implementing Verkada's system will establish security measures at the Recreation Center, which currently lacks access controls and cameras.*
- *The goal is to ensure the safety and security of staff and of citizens who utilize the Recreation Center.*

Access Control for Restricted Areas:

- *Strategically placed access control points will restrict entry to sensitive areas within the Recreation Center.*
- *These measures will ensure that only authorized personnel can access certain areas, enhancing overall security.*

Maximizing Camera Coverage for Safety:

- *Verkada's system will provide camera coverage at the Recreation Center, enhancing safety during events and daily activities.*
- *High-resolution cameras with AI-powered analytics enable real-time monitoring and proactive threat detection.*

Budget Constraints and Expansion Needs:

- *The Recreation Center will be equipped with 26 cameras and 21 access control points.*

Cost-Effectiveness and Long-Term Value:

- *Investing in Verkada's system is cost-effective in the long run. Price includes 3-Year subscription fee for all cameras.*
- *3 year subscription fee controlled access door licenses*
- *Scalability, ease of integration, and reduced maintenance costs make it a sustainable solution for the Recreation Center's security needs.*

This option includes all items discussed in Executive Session on May 16, 2024. Staff recommends approval of this Agreement.

Consider Ordinance 24-N, amending Chapter 22, Taxation, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Section 22-34, Coin Operated Machines; providing for penalties; providing for severability; providing for publication; and setting forth other provisions related thereto.

As technology moves forward, we periodically have to adjust our ordinances to keep up with these changes. Our current Code of Ordinances, Chapter 22, Taxation, Sec. 22-34, Coin-operated machines, does not take into account that machines can be set up to operate by debit/credit card charge. Often, these newer machines may not even have the option of physically inserting coins, cash, tokens etc. To update our ordinance to meet the use of debit/credit cards, we have added "debit/credit card" as an operating method

under Sec. 22-34(a) (4) b. Staff recommends approving Ordinance 24-N adopting the change to Section 22-34, Coin-operated machines.

Consider Ordinance 24-P, establishing Standards of Care for Youth Recreation Programs conducted by the City of Alvin Parks and Recreation Department for elementary age children ages five (5) through thirteen (13); providing for compliance with state law; providing a savings clause; providing a severability clause; and providing an effective date.

This is an annual review and adoption of an ordinance for Standards of Care for Youth Recreation Programs conducted by the City of Alvin Parks and Recreation Department. Ordinance 20-K was the original ordinance adopted by City Council on April 16, 2020, and then superseded by Ordinance 22-HH, and Ordinance 23-I. In response to community demand for after school and summer day camp programs, the Parks and Recreation Department plans to offer these style camps. A day camp is considered extending 11.5 hours per day for approximately five (5) days per week. A participant (ages 5 to 13) can expect daily engagement from instructor lead learning, crafts and physical activity, as well as lunch and snacks provided. Primary location is the Alvin Recreation Center, located at 3201 TX-35.

Chapter 42 of the Texas Human Resources Code exempts certain after-school and summer recreation programs from state licensing requirements as identified in Subsection 42.041 (14), provided that the governing body of the municipality annually adopts standards of care by ordinance after a public hearing, and that such standards are provided to the parents of each program participant. The ordinance shall include minimum staffing ratios, qualifications, facility, health and safety standards and mechanisms for monitoring and enforcing the adopted local standards, as well as notify parents that the program is not licensed by the state and cannot be advertised as a child-care facility. Ordinance 24-P will formally replace Ordinance 23-I, meeting the state requirements. City Council called the public hearing at their last regular meeting held on May 16, 2024, for June 6, 2024, at 7:00 p.m. The public hearing notice for this Ordinance was published in the Alvin Sun and has been posted on the City's website as required by law. Staff recommends adoption of Ordinance 24-P.

Consider a final plat of Preservation Creek Phase 1, Model Village (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 8.609 acres situated in the C.M. Hays Survey, Abstract 534, City of Alvin, Brazoria County, Texas.

On April 18, 2024, the Engineering Department received the final plat of Preservation Creek Phase 1, Model Village 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 8.609 acres containing 22 lots, 2 reserves and 1 block, and complies with the Preservation Creek Development Agreement (Ordinance 23-O) and the master preliminary plat previously approved by Council. The City Planning Commission approved the plat unanimously at their meeting on May 21, 2024. Staff recommends approval of the plat.

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

OTHER BUSINESS

Consider Ordinance 24-O, annexing an 18.23 acre tract of land, and a 0.44 acre tract of land, both located along State Highway 6, into the Corporate Limits of the City of Alvin; approving a Service Plan for the annexed area; making findings of fact; providing a severability clause; providing for an effective date; and providing for other matters related thereto.

On February 20, 2024, the City received a request and petition for annexation from the Alvin Independent School District ("AISD"), the owner of the property, the owner of two tracts, an 18.23 acre tract and a 0.44 acre tract, adjacent to the AISD Transportation Department off State Highway 6. The City authorized commencement of annexation proceedings on March 21, 2024, in Resolution 24-R-16.

Public hearings were held on May 2 and May 16, 2024. This Ordinance will finalize the annexation of the approximately 18.23 and 0.44 acres of land into the Alvin ISD Transportation Center, located off State Highway 6, in Brazoria County, Texas. The Ordinance includes the Municipal Service Plan. Staff recommends approval of Ordinance 24-O.

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

Council member Vela moved to approve Ordinance 24-O, annexing an 18.23 acre tract of land, and a 0.44 acre tract of land, both located along State Highway 6, into the Corporate Limits of the City of Alvin; approving a Service Plan for the annexed area; making findings of fact; providing a severability clause; providing for an effective date; and providing for other matters related thereto. Seconded by Council member Garivey; motion carried with all members present voting Aye.

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

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

REPORTS FROM THE CITY MANAGER

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

Mr. Junru 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 announced the Community Health Network's "Dodge for a Cause" Dodgeball tournament this coming Saturday, June 8, 2024, at the Pearland Recreation Center.

Council member Starkey commended the Alvin Museum for their hard work on upcoming presentations, one of which is the Riders of the Orphan Train on June 28th at Alvin Community College Theater. He also reminded everyone of the upcoming Hispanic Heritage Festival in September.

ADJOURNMENT

Mayor Adame adjourned the meeting at 7:24 p.m.

PASSED and APPROVED the 20th of June 2024.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 6/20/2024

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Consider the cancellation of the July 4, 2024, regular City Council meeting due to the Independence Day Holiday.

Type of Item: Action Item

Summary: On Thursday, July 4, 2024, all non-emergency City offices will be closed in observance of Independence Day. The *Parks & Recreation Department* has planned some fun family activities that evening at Briscoe Park, to include the annual fireworks show beginning at 9:00 p.m. As a result, staff proposes to cancel the July 4, 2024, regular City Council meeting.

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: 6/17/2024 SLH

Finance Review Required: N/A ☐ Required ☐

Date Completed: ☐

Supporting documents attached:

None

Recommendation: Move to approve the cancellation of the July 4, 2024, regular 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: ☒



AGENDA COMMENTARY

Meeting Date: 6/20/2024

Department: Administration - Asst. City Manager

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

Agenda Item: Consider an amendment to the Cooperation Agreement with Brazoria County to continue as a participating jurisdiction in the Community Development Block Grant Program for Fiscal Year's 2025-2027; and authorize the Mayor to execute the necessary documents subject to legal review.

Type of Item: Contract/Agreement

Summary: The City of Alvin is one of twenty cities in Brazoria County currently participating in the Community Development Block Grant (CDBG) program. Every three years, Brazoria County is awarded CDBG funds from the U.S. Department of Housing and Urban Development. Brazoria County allocates the grant funds to eligible cities within the county for projects that will benefit low-and moderate-income areas. In order to be awarded CDBG funds, the City is required to submit an application in the spring of the award year. The application must include projects that meet the county's criteria, and are in the low-and/or moderate-income areas of the City as determined by CDBG guidelines.

The City of Alvin has received numerous CDBG grants for utility and park projects over the last nineteen plus years. The most recent CDBG grant, awarded in October 2023, is for waterline improvements along Bypass 35. Since 2002, Alvin has received \$1.3M in CDBG funds from Brazoria County. To continue participating in the program through FY 2027, the attached amendment to the cooperation agreement must be approved and executed.

Staff recommends approval of the cooperation agreement for the City to continue participating in the CDBG Program.

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: 6/17/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed:

Supporting documents attached:

1. CDBG HUD Updated Amendment 2025-2027
 2. CDBG Notice to Remain as a Participating Jurisdiction
 3. CDBG Agreement Braz County; 2009-21
 4. Alvin Historical Funding CDBG 2002-2024
-

Recommendation: Move to approve an amendment to the Cooperation Agreement with Brazoria

County to continue as a participating jurisdiction in the Community Development Block Grant Program for Fiscal Year's 2025-2027; and authorize the Mayor to execute the necessary documents subject to legal review.

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Manager, if applicable: X

AMENDMENT/ADDENDUM TO COOPERATION AGREEMENT

This Agreement Amendment/Addendum covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership (HOME) and Emergency Solutions Grants (ESG) Programs.

Per requirement of the CPD Notice 24-02: Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2025-2027 to read:

Paragraph II has been amended to read as follows:

The City and the County acknowledge that this Cooperation Agreement covers the Community Development Block Grant (CDBG) Entitlement Program, the HOME Investment Partnership Program (HOME) and the Emergency Solutions Grant (ESG) Program. Furthermore, the City understands that it may not apply for grants from appropriations under the small cities or State CDBG Programs. The City further understands and agrees that it may receive funding under the HOME and ESG programs only through the County, unless the County does not receive an allocation for such funding at which time the City may apply for HOME or ESG funding from the State.

Paragraph IV has been amended to read as follows:

This Agreement shall remain in full force and effect for the period October 1, 2025 through September 30, 2027. The Agreement will be automatically renewed at the end of this period for consecutive three-year periods unless the Agreement is specifically terminated in writing by either party before the end of the County's three-year qualification period. The County agrees to notify the City by the date specified in HUD's Urban County Qualification Notice for each successive qualification period of the City's right to not participate and to send a copy of such notice to the HUD Field Office. The City and the County acknowledge that they are aware that federal regulations do not permit the County to allow the City to withdraw from this Agreement or otherwise terminate this Agreement at any time during the period covered by the Agreement.

The City and the County also acknowledge that it will adopt any amendment to this Agreement to incorporate any changes necessary to meet the requirements for cooperation agreements set forth in any Urban County Qualification Notice which may be applicable for any subsequent three-year period and to submit such amendment to HUD as provided in the Urban County Qualification Notice, and that failure by either party to adopt such amendments will void the automatic renewal of such qualification period.

Furthermore, the City and the County acknowledge that this Agreement remains in effect until the CDBG, HOME and ESG funds and program income received with respect to the initial *three*-year qualification period and any successive qualification periods are expended and the funded activities completed and that the County and City shall not terminate or withdraw from the Agreement while the Agreement remains in effect.

Paragraph IX has been amended to read as follows:

In the performance of this Agreement, the County and all cooperating units of general local government executing this Agreement agree to take all actions necessary to assure compliance with County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, and will be conducted and administered in conformity with Title VI of the Civil Rights

Act of 1964, and the implementing regulations at 24 CFR Part 1, the Fair Housing Act and the implementing regulations at 24 CFR Part 100, and will affirmatively further fair housing. See 24 CFR 91.225(a) and 5.105(a). The County and City also agree to comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968, as well as other applicable laws. The City and County further agree that Urban County funding in no event will be used for activities in, or in support of, any cooperating unit of local government that impedes the County's actions to comply with the County's fair housing certification and duty to affirmatively further fair housing (AFFH).

Paragraph XIV now reads as follows:

This Agreement shall be of no force and effect unless and until it is executed by both parties hereto and as set forth below.

IN WITNESS WHEREOF this instrument in duplicate originals has been executed by the parties hereto as follows:

- a. It has been executed on behalf of Brazoria County on the _____ day of _____, 2024, by the County Judge of Brazoria County and attested by the County Clerk of Brazoria County pursuant to an order authorizing such execution.
- b. It has been executed on behalf of the City on the _____ day of _____, 2024, by its Mayor and attested by its City Secretary, pursuant to action of the City Council of the City authorizing such execution.

BRAZORIA COUNTY

L.M. "Matt" Sebesta, Jr.

ATTEST

By: _____
County Clerk

CITY OF ALVIN

Gabe Adam, Mayor

ATTEST

By: _____
Dixie Roberts, City Secretary

CERTIFICATE OF CITY ATTORNEY

CITY OF ALVIN, TEXAS

I have examined the foregoing Agreement, and as City Attorney for the City named therein, I hereby certify that the terms and provisions of this Agreement are fully authorized under State and local law applicable to the City (including but not limited to the City's Charter and ordinances).

Date

Suzanne Hanneman, City Attorney

ORDER

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

On this the _____ day of _____, 2024, the Commissioners' Court, sitting as the governing body of Brazoria County, Texas, at a regular meeting, upon motion of Commissioner _____ seconded by Commissioner _____, duly put and carried,

IT IS ORDERED that the County Judge be, and he is hereby authorized to execute, and the County Clerk is hereby authorized to attest for and on behalf of Brazoria County, an agreement between Brazoria County and the City of _____ for the purpose of cooperating in the County's Community Development Block Grant (CDBG), HOME, and Emergency Shelter Grant (ESG) Programs for Federal FY 2025-2027, which agreement is hereby referred to and made a part hereof for all purposes as though fully set out herein.

Signed by:

L. M. "Matt" Sebesta, Jr., County Judge _____

Commissioner "Dude" Payne, Pct. 1 _____

Commissioner Ryan Cade, Pct. 2 _____

Commissioner Stacy Adams, Pct. 3 _____

Commissioner David Linder, Pct. 4 _____

NOTICE TO WITHDRAW OR REMAIN AS A PARTICIPATING JURISDICTION

Daphne Lemelle
Brazoria County Community Development
1524 E. Mulberry, Suite 162
Angleton, TX 77515

The City of Alvin elects to:

- ☐ Remain as a participating jurisdiction in the Brazoria County CDBG and HOME Program for Federal FY 2025-2027. I understand that requesting to remain as a Participating Jurisdiction, I agree to renew and extend the Cooperation Agreement between the County and the City of Alvin.
- ☐ Withdraw as a participating jurisdiction in the Brazoria County CDBG and HOME Program for Federal FY 2025-2027. I understand that by withdrawing as a participating jurisdiction, our city will no longer be entitled to receive CDBG and HOME funding from Brazoria County. I also understand that I must notify Brazoria County Community Development and the local HUD Field Office that the City of _____ intends to withdraw as a participating jurisdiction. This request must be in writing, sent to both entities, and be received by June 24, 2024.

Signed by:

Gabe Adame

Mayor, City of Alvin, Texas
Title

**Please email form to daphnel@brazoriacountytexas.gov or mail
form to Daphne Lemelle
By June 24, 2024**

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

COOPERATION AGREEMENT

This agreement is made and entered into by Brazoria County, a body corporate and politic under the laws of the State of Texas, hereinafter sometimes referred to as "County", and the City of Alvin, a municipal corporation under the laws of the State of Texas, hereinafter sometimes referred to as "City".

WITNESSETH:

WHEREAS, on May 7, 2009 the City elected to have its population included as a portion of that population to the County in the County's "urban county" application(s) to the U.S. Department of Housing and Urban Development for funding for the Community Development Block Grant Program; and

WHEREAS, the City's area and population are within the boundaries of Brazoria County; and

WHEREAS, the County is willing to cooperate with the City in assisting in undertaking community renewal and housing activities; and

WHEREAS, the Texas Legislature has enacted the "Texas Community Development Act of 1975," codified as V.T.C.A., Local Government Code, Chapter 373, which provides, in part, for the authorization of cities to implement a community development program; and

WHEREAS, the governing bodies of the County and City duly authorizes this Agreement and authorizes their Chief Executive Officers to execute this Agreement on behalf of their respective entities and that any and all previous agreements in conflict herewith are hereby made void; and

WHEREAS, the Texas legislature has further enacted "The Interlocal Cooperation Act," and codified as V.T.C.A., Government Code, Chapter 791, which provides, in part, that the County may contract with the City to perform governmental functions and services for the City.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS: That the County and the City, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

I.

The City and the County agree to allow the U.S. Department of Housing and Urban Development to use the City's population and other necessary demographic characteristics in the determination of whether the County will qualify as an "urban county" as defined in the Housing and Community Development Act of 1974, as amended, and the rules and regulations promulgated pursuant thereto and in determining the County's annual funding allocations.

II.

The City and the County acknowledge that this Cooperation Agreement covers both the Community Development Block Grant (CDBG) Entitlement Program and the HOME Investment Partnership Program. Furthermore, the City understands that it may not apply for grants under the small cities or State Community Development Block Grant Programs from appropriations during the period in which it is participating in the County's CDBG Program. The City further understands that it may not participate in a HOME Program or HOME consortium with other local governments except through the County.

III.

The City and the County acknowledge that no determination has been made at the time of execution of this Agreement as to where and for what purposes funding, if any, for the applicable Community Development Block Grant Programs will be sought or expended. In this regard, it is agreed that County shall not be obligated to seek or commit funds for expenditure in the City or for assistance to residents of the City. The City is aware that the execution of this Agreement does not constitute any guarantee on the part of the County that funds received pursuant to the CDBG and HOME Program, if any, will be expended for projects within the city limits of the City or for assistance to the residents of the City, and the City has received no assurance, written or oral, from the County to the contrary.

IV.

This Agreement shall remain in full force and effect for the period October 1, 2009 through September 30, 2012. The Agreement will be automatically renewed at the end of this period for consecutive three-year periods unless the Agreement is specifically terminated in writing by either party before the end of the County's three-year qualification period. The County agrees to notify the City by the date specified in HUD's Urban County Qualification Notice for each successive qualification period of the City's right to not participate and to send a copy of such notice to the HUD Field Office. The City and the County acknowledge that they are aware that Federal Regulations do not permit the County to allow the City to withdraw from this Agreement or otherwise terminate this Agreement at any time during the period covered by the Agreement.

The City and the County also acknowledge that they will adopt any amendment to this Agreement to incorporate any changes necessary to meet the requirements for cooperation agreements set forth in any Urban County Qualification Notice which may be applicable for any subsequent three-year period and to submit such amendment to HUD as provided in the Urban County Qualification Notice, and that failure by either party to adopt such amendments will void the automatic renewal of such qualification period.

Furthermore, the City and the County acknowledge that this Agreement remains in effect until the CDBG and HOME funds and program income received with respect to the initial three-year qualification period and any successive qualification periods are expended and the funded activities completed and that the County and City shall not terminate or withdraw from the Agreement while the Agreement remains in effect.

V.

The City agrees to inform Brazoria County of any income generated by the expenditure of CDBG and HOME funds received by the City and that any such income shall be paid to Brazoria County. Brazoria County may, in its sole discretion, allow the City to retain program income provided that any and all such income may only be used for eligible activities in accordance with all CDBG and HOME Program requirements as may then apply. The City understands that Brazoria County has the responsibility for monitoring income and reporting to HUD on the use of any such program income, and the City, therefore, agrees to meet such record keeping and reporting requirements as may be required by the County for this purpose. In the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status will be paid to Brazoria County.

VI.

The City agrees and understands that the following terms and conditions will apply with regard to real property acquired to improve in whole or in part using CDBG funds that is within the control of the City during the term of the Agreement:

- (a) The City shall timely notify Brazoria County of any modification or change in the use of property from that planned at the time of acquisition or improvement, including disposition.
- (b) The City shall reimburse Brazoria County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under CDBG regulations.

VII.

The City agrees that program income generated from the disposition or transfer of real property prior to or subsequent to the grant close-out, change of status, or termination of this Agreement shall be treated according to 24 CFR 570.504.

VIII.

The County and the City agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.

The County and the City acknowledge that the County shall not fund activities in or in support of any cooperating units of general local government, including the City, which does not affirmatively further fair housing within its jurisdiction or that impedes the County's actions to comply with its fair housing certification.

IX.

In the performance of this Agreement, the County and all cooperating units of general local government executing this Agreement agree to take all actions necessary to assure compliance with County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.

X.

The County and the City acknowledge that the City has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies against any individuals within its jurisdiction engaged in non-violent civil rights demonstrations. Furthermore, the City has adopted a policy and is enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within the jurisdiction.

XI.

The City agrees and understands that pursuant to 24 CFR 570.501(b), it is subject to the same requirements applicable to sub-recipients, including the requirement of a written agreement as set forth in 24 CFR 570.503.

XII.

Should the U.S. Department of Housing and Urban Development reject or refuse to accept the Agreement for any reason, the County may terminate this Agreement by giving written notice of the same to the City.

XIII.

This Agreement shall be of no force and effect unless and until it is executed by both parties hereto and as set forth below.

IN WITNESS WHEREOF this instrument in duplicate originals has been executed by the parties hereto as follows:

(a) It has been executed on behalf of Brazoria County on the 26TH day of May, 2009, by the County Judge of Brazoria County and attested by the County Clerk of Brazoria County pursuant to an order authorizing such execution.

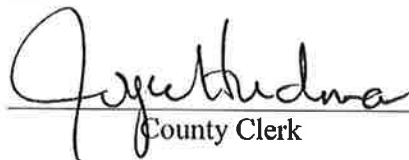
(b) It has been executed on behalf of the City on the 19 day of May, 2009, by its Mayor and attested by its City Clerk, pursuant to action of the City Council of the City authorizing such execution.

BRAZORIA COUNTY



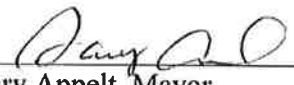
E.J. King, County Judge

ATTEST

By: 

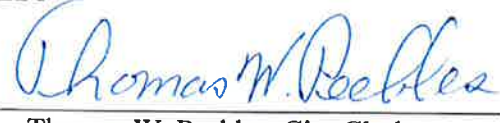
County Clerk

CITY OF ALVIN



Gary Appelt, Mayor

ATTEST

By: 

Thomas W. Peebles, City Clerk

CERTIFICATE OF CITY ATTORNEY

CITY OF ALVIN, TEXAS

I have examined the foregoing Agreement, and as City Attorney for the City named therein, I hereby certify that the terms and provisions of this Agreement are fully authorized under State and local law applicable to the City (including but not limited to the City's Charter and ordinances).

May 19, 2009
Date

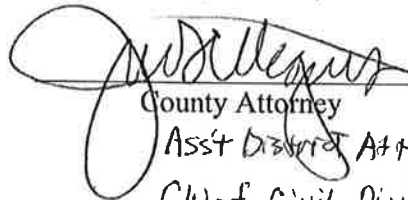
Bobbi Kacz
Bobbi Kacz, City Attorney

CERTIFICATE OF COUNTY ATTORNEY

BRAZORIA COUNTY, TEXAS

I have examined the foregoing Agreement, and as statutory civil counsel to the County named therein, I hereby certify that the terms and provisions of the Agreement are fully authorized under State and local law, and that this agreement provides full legal authority for the County to undertake or to assist the City in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing. To the extent that this certificate relates the State and local law applicable to the City (including but not limited to the City's Charter and ordinances), this certificate is given in total reliance upon the Certificate of the City Attorney and the undersigned disclaims any responsibility or liability for the City's Attorney and the errors or omissions, if any, in making such certification.

05/26/09
Date


County Attorney
Asst District Atty
Chief, Civil Division

AMENDMENT/ADDENDUM TO COOPERATION AGREEMENT

This Agreement Amendment/Addendum covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership (HOME) and Emergency Solutions Grants (ESG) Programs.

Per requirement of the CPD Notice 20-03: Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program to read:

Paragraph II has been amended to read as follows:

The City and County acknowledge that this Cooperation Agreement covers the Community Development Block Grant (CDBG) Entitlement Program, the HOME Investment Partnership Program (HOME) and the Emergency Solutions Grants (ESG) Program. Furthermore, the City understands that it may not apply for grants from appropriations under the small cities or State CDBG Programs, nor participate in HOME, HOME consortium, or ESG Programs with other local governments except through the County during the period in which it is participating in the County's Entitlement Program.

Paragraph IX has been amended to read as follows:

In the performance of this Agreement, the County and all cooperating units of general local government executing this Agreement agree to take all actions necessary to assure compliance with County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act and will affirmatively further fair housing. The County and City also agree to comply with Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, and Section 3 of the Housing and Urban Development Act of 1968, as well as other applicable laws.

Paragraph XIII has been added to read as follows:

A unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

Paragraph XIV now reads as follows:

This Agreement shall be of no force and effect unless and until it is executed by both parties hereto and as set forth below.

IN WITNESS WHEREOF this instrument in duplicate originals has been executed by the parties hereto as follows:

- a. It has been executed on behalf of Brazoria County on the _____ day of _____, 2021, by the County Judge of Brazoria County and attested by the County Clerk of Brazoria County pursuant to an order authorizing such execution.
- b. It has been executed on behalf of the City on the _____ day of _____, 2021, by its Mayor and attested by its City Secretary, pursuant to action of the City Council of the City authorizing such execution.

BRAZORIA COUNTY

Matt Sebesta, County Judge

ATTEST

By: _____
County Clerk

CITY OF _____

Mayor

ATTEST

By: _____
City Secretary

CERTIFICATE OF CITY ATTORNEY

CITY OF _____, TEXAS

I have examined the foregoing Agreement, and as City Attorney for the City named therein, I hereby certify that the terms and provisions of this Agreement are fully authorized under State and local law applicable to the City (including but not limited to the City's Charter and ordinances).

Date

City Attorney

ORDER

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

On this the _____ day of _____, 2021, the Commissioners' Court, sitting as the governing body of Brazoria County, Texas, at a regular meeting, upon motion of Commissioner _____ seconded by Commissioner _____, duly put and carried,

IT IS ORDERED that the County Judge be, and he is hereby authorized to execute, and the County Clerk is hereby authorized to attest for and on behalf of Brazoria County, an agreement between Brazoria County and the City of _____ for the purpose of cooperating in the County's Community Development Block Grant (CDBG), HOME, and Emergency Shelter Grant (ESG) Programs for Federal FY 2021-2023, which agreement is hereby referred to and made a part hereof for all purposes as though fully set out herein.

Signed by:

L. M. "Matt" Sebesta, Jr., County Judge _____

Commissioner "Dude" Payne, Pct. 1 _____

Commissioner Ryan Cade, Pct. 2 _____

Commissioner Stacy Adams, Pct. 3 _____

Commissioner David Linder, Pct. 4 _____

NOTICE TO WITHDRAW OR REMAIN AS A PARTICIPATING JURISDICTION

Nancy Friudenberg
Brazoria County Community Development
1524 E. Mulberry, Suite 162
Angleton, TX 77515

The City of _____ elects to:

- ☐ Remain as a participating jurisdiction in the Brazoria County CDBG and HOME Program for Federal FY 2022-2024. I understand that requesting to remain as a Participating Jurisdiction, I agree to renew and extend the Cooperation Agreement between the County and the City of _____.
- ☐ Withdraw as a participating jurisdiction in the Brazoria County CDBG and HOME Program for Federal FY 2022-2024. I understand that by withdrawing as a participating jurisdiction, our city will no longer be entitled to receive CDBG and HOME funding from Brazoria County. I also understand that I must notify Brazoria County Community Development and the local HUD Field Office that the City of _____ intends to withdraw as a participating jurisdiction. This request must be in writing, sent to both entities, and be received by May 6, 2021.

Signed by:

Signature

Title

**Please mail original form to Nancy Friudenberg
by May 6, 2021.**

Brazoria County CDBG Program- CDBG Funding 2002-2024

Location	Year	Activity ID	Project Name	Grant Amount	Status
Alvin	2002	513	Water System Improvements	\$ 148,500.50	Completed
Alvin	2003	671	Clearance Project	\$ 13,149.00	Completed
Alvin	2005	867	Sr. Citizen's Center Bus	\$ 59,963.52	Completed
Alvin	2006	883	Newman Park Walking Trail	\$ 23,272.98	Completed
Alvin	2006	884	Rueben Adame Parking Renovation	\$ 24,415.00	Completed
Alvin	2006	885	Waterline Improvements	\$ 132,632.02	Completed
Alvin	2008	1009	Waterline Improvements	\$ 102,243.88	Completed
Alvin	2009	1085	Waterline Improvements	\$ 92,756.12	Completed
Alvin	2010	1159	Newman Park Improvements	\$ 55,449.89	Completed
Alvin	2011	1231	Sewer Improvments	\$ 32,000.00	Completed
Alvin	2012	1296	Sidewalk Improvements	\$ 34,477.00	Completed
Alvin	2013	1392	ADA Accessibility	\$ 24,155.00	Completed
Alvin	2015	1459	ADA/Sidewalk Improvements	\$ 31,952.80	Completed
Alvin	2017	1543	Sidewalk Improvements	\$ 32,000.00	Completed
Alvin	2017	1544	Water/Sewer Improvements	\$ 227,817.40	Completed
Alvin	2020	1706	Water improvements	\$ 33,626.36	Completed
Alvin	2022	1791	Park Improvements	\$ 31,000.00	Completed
Alvin	2023	1826	South Bypass 35 Waterline	\$ 237,500.00	Underway
Alvin	2024 TBD		Park Improvements	\$ 12,750.00	Proposed
Total				\$ 1,349,661.47	



AGENDA COMMENTARY

Meeting Date: 6/20/2024

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Consider Ordinance 24-Q, amending the City of Alvin Ordinance 23-V, passed and approved September 7, 2023, same being an ordinance approving and adopting the City of Alvin's budget and fiscal year 2023-24, for the purpose of amending the budget and providing for supplemental appropriation and/or transfer of certain funds as set forth as described in Exhibit A; providing for severability; and providing for other matters related thereto.

Type of Item: Ordinance

Summary: On May 16, 2024, the City's independent auditing firm presented the Fiscal Year End 2023 (FY23) Annual Comprehensive Financial Report. After City Council acknowledged receipt of the audited financial statements, staff compared the audited (actual) end of year balances in the General Operating Fund and the Utility Operating Fund with the estimated (FY23) end of year balances that were projected when the current year's budget was adopted by City Council (September 7, 2023).

RESULTS OF THE FY23 COMPARISON

At the end of the FY23 audit, the City exceeded fund balance requirements/expectations in the General Operating Fund and the Utility Operating Fund; \$888,962 and \$1,276,808 respectively. The budget savings resulted from personnel vacancies, water/sewer savings, lower than expected costs of materials and supplies, and revenues exceeding budget expectations.

FUND	Projected 2023 Fiscal Year End Balance	Audited 2023 Fiscal Year End Balance	Budget Savings
General Operating Fund	\$9,646,000	\$10,534,962	\$888,962
Utility Operating Fund	\$7,478,211	\$8,755,019	\$1,276,808

Staff requests that city council amend the FY24 budget to utilize the prior year budget savings in the following ways:

FISCAL YEAR 2023 *GENERAL OPERATING FUND* BUDGET SAVINGS: \$888,962

Transfer \$388,000 to the General Projects Fund

* \$196,000 for the security camera upgrades for the Recreation Center, authorized by City Council at the June 6, 2024, City Council meeting.

* \$192,962 to fund future capital projects, items or programs on a cash basis, versus issuing debt.

Transfer \$500,000 to the General Revenue Fund

These funds will be used for future non-recurring expenditures.

FISCAL YEAR 2023 UTILITY OPERATING FUND BUDGET SAVINGS: 1,276,808

Transfer 1/2 of the budget savings to the Utility Debt Service Fund - \$638,404

Financial Advisors recommend that we seek to reserve a fund balance in our Utility Debt Service Fund that will cover the average annual debt payments of outstanding Revenue Bonds. Following the Financial Advisor's recommendation results in favorable credit ratings, lower interest rates when issuing bonds for water and sewer capital projects, and creates a reserve to meet debt payments in the event of catastrophe.

Transfer 1/2 of the budget savings to the Utility Capital Projects Fund - \$638,404

This transfer will allow the City to fund future water/sewer projects on a cash basis, versus issuing debt.

Staff recommends approval of Ordinance 24-Q.

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:	<u>6/17/2024 SLH</u>
Finance Review Required:	N/A ☐ Required ☒	Date Completed:	<u>CT 6/12/24</u>

Supporting documents attached:

1. Ord 24-Q; Budget Amendments
2. Ord 24-Q; Exhibit A

Recommendation: Move to approve Ordinance 24-Q, amending the City of Alvin Ordinance 23-V, passed and approved September 7, 2023, same being an ordinance approving and adopting the City of Alvin's budget and fiscal year 2023-24, for the purpose of amending the budget and providing for supplemental appropriation and/or transfer of certain funds as set forth as described in Exhibit A; providing for severability; and providing for other matters related thereto.

Reviewed by Department Head, if applicable: ☒

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒

ORDINANCE NO. 24-Q

AN ORDINANCE AMENDING CITY OF ALVIN ORDINANCE NO. 23-V, PASSED AND APPROVED SEPTEMBER 7, 2023, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY OF ALVIN'S BUDGET AND FISCAL YEAR 2023-24, FOR THE PURPOSE OF AMENDING THE BUDGET AND PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS AS SET FORTH AS DESCRIBED IN EXHIBIT A; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

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

Section 1. That the City of Alvin Fiscal Year 2023-24 Budget is hereby amended by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth as described in Exhibit "A" 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 20th day of June 2024.

CITY OF ALVIN, TEXAS

ATTEST

Gabe Adame, Mayor

Dixie Roberts, City Secretary

FY24 Council Budget
Proposed Mid-Year Amendments for Consideration

GENERAL PROJECTS FUND

Account Number	Account Description		Project Description
311-7001-00-4100	Security Camera	\$ 196,000	The Recreation Center
311-300000	Fund Balance (Budget Savings)	\$ 192,962	
311-406111	Transfer From General Fund	\$ 388,962	

GENERAL OPERATING FUND

111-9001-00-7110	Transfer to General Proj. Fund	388,962
111-300000	Fund Balance (Budget Savings)	(888,962)
111-9001-00-7101	Transfer to General Rev Fund	500,000

GENERAL REVENUE FUND

309-406111	Transfer from General Fund	500,000
309-300000	Fund Balance (Budget Savings)	500,000

UTILITY OPERATING FUND

Account Number	Account Description		Project Description
211-9002-00-7106	Transfer to Debt Service Fund	\$ 638,404	
211-300000	Fund Balance (Budget Savings)	\$ (1,276,808)	
211-9002-00-7107	Transfer to Capital Proj. Fund	\$ 638,404	

UTILITY PROJECTS FUND

Account Number	Account Description		Project Description
220-406211	Transfer from Utility Fund	\$ 638,404	
220-300000	Fund Balance (Budget Savings)	\$ 638,404	

FY24 Council Budget
Proposed Mid-Year Amendments for Consideration

UTILITY PROJECTS FUND

Account Number	Account Description	Project Description
209-406211	Transfer from Utility Fund	
209-300000	Fund Balance (Budget Savings)	



AGENDA COMMENTARY

Meeting Date: 6/20/2024

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider Ordinance 24-R, amending the City of Alvin Park Rules and rules relating to the Skate Park located within National Oak Park; authorizing the posting of signage of the rules at appropriate locations; and setting forth other provisions related thereto.

Type of Item: Ordinance

Summary: Ordinance 13-I was adopted by City Council on April 4, 2013 revising the Park Rules. At the regular Parks Board meeting on May 7, 2024, the Board unanimously recommended the following changes to the Park Rules.

Current Rule	Proposed change	Reason
Carrying or discharging any firearms, fireworks or weapons of any kind is prohibited.	Carrying or discharging fireworks of any kind are prohibited.	A public park is not included as a place where weapons are prohibited. Texas Penal Code 46.03
Skateboarding, BMX freestyle biking, Rollerblading and Roller Skating are strictly prohibited from using any park structures to perform tricks or jumps, except in the designated Alvin Skate Park located in National Oak Park. Skateboarding, BMX freestyle biking, Rollerblading and Roller Skating are permitted to use the hike and bike trail systems for access to the Skate Park.	Skateboarding, BMX freestyle biking, Rollerblading and Roller Skating are encouraged to use the hike and bike trail systems for access to the Skate Park located within National Oak Park, although strictly prohibited from using any park structures to perform tricks or jumps outside the confines of the Skate Park.	Combine two separately listed rules into one rule.

Staff recommends approval of ordinance 24-R.

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: 6/17/2024 SLH

Finance Review Required: N/A ☒ Required ☐ **Date Completed:** _____

Supporting documents attached:

1. Ord 24-R; Amending Park Rules legal
 2. Exhibit A - Ord. 24-R; Redlined
-

Recommendation: Move to approve Ordinance 24-R, amending the City of Alvin Park Rules and rules relating to the Skate Park located within National Oak Park; authorizing the posting of signage of the rules at appropriate locations; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable: ☒

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒

ORDINANCE NO. 24-R

AN ORDINANCE AMENDING THE CITY OF ALVIN PARKS RULES AND RULES RELATING TO THE SKATE PARK LOCATED WITHIN NATIONAL OAK PARK; AUTHORIZING POSTING SIGNAGE OF THE RULES AT APPROPRIATE LOCATIONS; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, on March 19, 2009, the City of Alvin adopted Ordinance 09-I, Parks and Recreation, which included Section 16½ - 22, Authority of the Parks Director. This section provided for the Director to prescribe written rules and regulations for use of the parks that promote the healthful and generalized use of the parks; and

WHEREAS, Section 16½ - 22 also provides that a copy of the rules and regulations be maintained for public inspection in the offices of the Parks Director and the City Secretary; and

WHEREAS, the City Council approved a Skate Park to be located in National Oak Park for the use of skating and similar activities; and

WHEREAS, the current Parks Rules should be amended to permit the use of skateboarding, BMX freestyle biking, rollerblading, and roller skating in the Alvin Skate Park in National Oak Park and along established hike and bike trail systems for access to the Skate Park;

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

Section 1. That the City Council of the City of Alvin hereby amends the Alvin Parks Rules by adding regulations to permit skateboarding, BMX freestyle biking, rollerblading, and roller skating in the Alvin Skate Park in National Oak Park and along established hike and bike trail systems for access to the Skate Park; the revised Rules are attached hereto as Exhibit “A” and incorporated herein by reference.

Section 2. That the City Council directs City staff to maintain a copy of the Parks Rules and regulations for public inspection in the offices of the Parks Director and City Secretary and for staff to post signage of the Rules at appropriate locations.

Section 3. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal or invalid or the application to any person or circumstance for any reasons thereof

ineffective or inapplicable, such unconstitutionality, illegality, invalidity or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 4. Effective Date. This Ordinance shall take effect immediately from and after its passage in accordance with the provisions of Chapter 52, *Texas Local Government Code* and the *City of Alvin Charter*.

Section 5. Open Meetings. 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, *Texas Government Code*.

PASSED and APPROVED on the 20th day of June 2024.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

PARK RULES

- Parks hours are 6:30 a.m. to 10:30 p.m.
- Glass bottles and containers are prohibited.
- Overnight camping in city parks is prohibited without approval from the Parks Director.
- No livestock in the park, except as specially permitted.
- All animals must be on a leash no longer than 6 ft. and under the direct control of its owner.
- Pet owners must properly dispose of their pet's waste.
- Picnic areas are on a first come, first serve basis unless the area has been reserved in the Parks office.
- Renters of Parks are responsible for any damages that they, their vendors or event attendees may cause.
- The selling of food, drink or other commodities on park property is prohibited without proper permits.
- Consuming, possessing, or selling alcoholic beverages of any kind is prohibited, except as specially permitted.
- Carrying or discharging **any firearms**, fireworks **or weapons** of any kind is prohibited.
- To damage, disturb, deface, vandalize or remove any tree, plant, shrub, rock, or structure/apparatus of any kind is prohibited.
- All garbage must be deposited in the proper trash receptacles.
- Speaking in an abusive, threatening, insulting or indecent manner to others is prohibited.
- Parking is only allowed in the designated parking areas.
- No overnight parking between the hours of 10:30 p.m. and 6:30 a.m.
- No motor vehicles are allowed on walking trails or property, except as specially permitted.
- No loud music.
- Open camp fires are prohibited in any of the city parks without approval from the Parks Director.
- Dumping of hot coals after barbequing is prohibited.
- Appropriate attire required.
- Police have the authority to stop any event or gathering that they deem to be out of control.
- Skateboarding, BMX freestyle biking, Rollerblading and Roller Skating are encouraged to use the hike and bike trail systems for access to the Skate Park located within National Oak Park, although strictly prohibited from using any park structures to perform tricks or jumps outside the confines of the Skate Park.
- ~~➤ Skateboarding, BMX freestyle biking, Rollerblading and Roller Skating are strictly prohibited from using any park structures to perform tricks or jumps, except in the designated Alvin Skate Park located in National Oak Park.~~
- ~~➤ Skateboarding, BMX freestyle biking, Rollerblading and Roller Skating are permitted to use the hike and bike trail systems for access to the Skate Park.~~

These rules and regulations are adopted pursuant to authority granted by Sec 16½ - 22, Code of Ordinances, City of Alvin. Any person who violates these regulations will be subject to penalties prescribed by law. For reservations, call Parks and Recreation at 281-388-4299.



AGENDA COMMENTARY

Meeting Date: 6/20/2024

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider an agreement with Progressive Commercial Aquatics, Inc, through the Buy Board Cooperative Purchasing Network, to re-plaster the pool and replace the two main drain covers at the Recreation Center, located at 3201 TX 35, in an amount not to \$95,835; and authorize the City Manager to sign the agreement upon legal review.

Type of Item: Contract/Agreement

Summary: As part of the upgrade and upkeep of the Recreation Center, staff requests the council's consideration to re-plaster the pool at the Recreation Center and replace two main drain covers. Plaster is a material that is used to cover the surfaces of a pool and prevent water leakage.

Shortly after commencing public use of the Recreation Center pool, staff noticed that plaster began cracking and breaking in various areas of the pool. As a result, staff recommends re-plastering the entire pool area; the concern is, if existing plaster issues are not addressed, the existing plaster will continue to crack and break into pieces, creating sharp/rough surfaces throughout the pool. Replacement of the plastic main drain covers capitalizes on the re-plaster of the pool. The current covers were installed in 2010, and the replacement of plastic main drain covers is recommended approximately every ten years. The estimated downtime of the pool would be approximately three (3) weeks.

Funding for the re-plaster and drainage replacement covers is through bond proceeds and interest earned on the 2023 Certificate of Obligations issued through Ordinance 23-R, adopted by City Council on August 17, 2023, for the acquisition and subsequent renovations of the Rec Center.

Quote \$90,410 + \$5,425 (6% contingency) = \$95,835.00

Advantages of using BuyBoard Cooperative Purchasing Network:

- 1. Competitive Bid Pricing*
- 2. Streamlined Purchasing Process compliant with procurement laws*
- 3. Lower procurement and administrative costs*
- 4. Oversight thru BuyBoard which audits the accuracy of proposals*
- 5. Member Rebates*

Staff recommends Progressive Commercial Aquatics, Inc. to re-plaster the pool using white quartz plaster and replace both plastic main drain covers.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐

Budgeted Item: Yes ☒ No ☐ N/A ☐

Funding Account: 321-7001-00-3530 **Amount:** \$95,835

1295 Form Required? Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒

Date Completed: 6/17/2024 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: 6/17/24 CT

Supporting documents attached:

1. Quote 1032

Recommendation: Move to approve an agreement with Progressive Commercial Aquatics, Inc., through the BuyBoard Cooperative Purchasing Network, for re-plaster and replacement of two main drain covers at the Recreation Center Pool, located at 3201 TX 35, in an amount not to exceed \$95,835; 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: ☒

QUOTE ID: 1032
SERVICE City of Alvin Rec Pool
LOCATION:
STREET: 3201 Hwy 35
CITY: Alvin, TX 77511

CONTACT: Michelle Nesrsta
mnesrsta@cityofalvin.com
DATE SUBMITTED: 06/17/2024
PREPARED BY: Manoogian, Stephanie

DESCRIPTION:
Recreation Pool Plaster

SCOPE OF WORK:
BUY BOARD # - 701-23

- Complete removal of plaster down to concrete shell.
- Saw cut around racing lanes and targets
- Install new main drain covers
- Clean and prep surface for new quartz plaster.
- Install of new plaster across entire pool
- Install toe tile
- Clean (brush and vacuum) and balance chemicals for 1 week.
- Dumpster for disposal of plaster included.
- Chemicals to balance included

Plaster Warranty- 5 years against delamination only

ITEM	QUANTITY	UNIT PRICE	TOTAL
Two Man Labor Labor Regular Time			\$800.00
Plaster-Quartz			\$87,000.00
MLD-FGD-1818-2W (2 Pack) Main Drain Covers Part # 1002-5103	3	\$800.00	\$2,400.00
Estimated Freight		\$210.00	\$210.00
Total			\$90,410.00

SIGNATURE

PRINT NAME

DATE

Landmark Aquatic has no duties or obligations beyond those contained in this proposal, and we are not bound by any terms or conditions not contained in this proposal, unless set forth in a subcontract agreement acceptable to us and signed by us. If we are directed to proceed with our work and no subcontract agreement is signed by us, the only terms and conditions governing our work are those contained in this proposal.

NOTICE TO OWNER

Failure of this Contractor to pay those persons supplying material or services to complete this contract can result in the filing of a mechanic's lien on the property, which is the subject of this agreement pursuant to Chapter 429.rsmo. To avoid this result, you may ask this Contractor for "Lien Waivers" from all persons supplying material or services for the work described in this contract. Failure to secure Lien Waivers may result in your paying for labor and material twice.

DEFAULT CLAUSE

If invoices go unpaid past 30 days, customer will receive a \$40.00 late fee. Additionally, a 1.5% monthly fee on all past due invoice amounts will be applied. In the event of default by buyer of any provision of this contract, buyer agrees to pay all collection costs, and interest from date of default. Reasonable attorney's fee shall be awarded to the prevailing party in action brought under this contract. Owner agrees that, in the event of breach or cancellation by owner, owner shall be responsible for charges to date of breach plus contract profits.

Quote is only valid for 30 days; All work is warranted for a period of one year from date of completion.



AGENDA COMMENTARY

Meeting Date: 6/20/2024

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider an agreement with Sign Express, through the Buy Board Cooperative Purchasing Network, to remove and replace the existing marquis sign and new lighted building sign at the Recreation Center, located at 3201 TX 35, in an amount not to exceed \$65,000; and authorize the City Manager to sign the agreement upon legal review.

Type of Item: Contract/Agreement

Summary: Removal and replacement of the marquis sign and the "Y" sign on the building will complete the re-branding of the Recreation Center, making it easily identifiable as the Alvin Recreation Center.

Funding is provided through the proceeds and interest earned on the Certificate of Obligation Bond issued through Ordinance 23-R, adopted by City Council on August 17, 2023, for the acquisition and subsequent renovations to the Recreation Center. The budget includes 4% contingency amount of \$2,665.46 + \$62,334.54 (quote) = \$65,000

Advantages of using BuyBoard Cooperative Purchasing Network:

1. *Competitive Bid Pricing*
2. *Streamlined Purchasing Process compliant with procurement laws*
3. *Lower procurement and administrative costs*
4. *Oversight thru BuyBoard which audits the accuracy of proposals*
5. *Member Rebates*

Staff recommends Sign Express to remove and replace the existing marquis sign and provide and install the new lighted building sign.

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: 6/17/2024 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed:

Supporting documents attached:

1. Proposal from Sign Express
2. Art Rendering; City of Alvin Recreation Center

Recommendation: Move to approve an agreement with Sign Express, through the Buy Board

Cooperative Purchasing Network, to remove and replace the existing marquis sign and new lighted building sign at the Recreation Center, located at 3201 TX 35, in an amount not to exceed \$65,000; and authorize the City Manager to sign the agreement upon legal review.

Reviewed by Department Head, if applicable: X

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Manager, if applicable: __



SIGN-EXPRESS

LIGHTED SIGNS & LED DISPLAYS

1924 RANKIN RD, SUITE 300
HOUSTON, TX 77073

TOLL FREE: 800.888.5051
FAX: 281.990.6750
TSCL #: 18812



Client

City of Alvin - Recreation Center
Dan Kelinske

Installation Location

Proposal ID

QUO-13798-B3N8Z6-0

Date

6/3/2024

Sales Consultant: Karrie Endecott

Proposal Valid until: 7/3/2024

Item Description

Qty Subtotal

LED Display Item

4' -6" x 9' Full Color 10mm 128x256 Matrix Double Face Outdoor LED Display Sign

1 \$27,643.06

Manufactured in the USA. Full Color Outdoor LED Display features: All Aluminum Constructed Frame and Mounting Angles, Universal Sized 12.6" x 12.6" Modules with Watertight IP67 Rated Float Silicone Sealed fronts and IP67 Rated Conformal Coated Sealed backs. IP67 Rated Data and Power Cable Connectors to Rear of Module. Front & Rear Accessible LED Modules with 3/16" Allen Wrench Actuated Metal Cam Locks at four points, Bright 160 Degree Viewing Angle LEDs set in High Contrast 1000:1 Ratio Louvers, Humidity/Heat Resistant Conformal Coated Meanwell Power Supplies, Certified MET Lab/ UL48, UL8750, UL1433, 3 Year Parts / Factory Labor Warranty, Operating Temperature -40F to +140F

Display Specifications

Physical Pitch & Matrix:	10mm DIP at 128 x 256
Active Viewing Area:	4'-2 3/8" x 8'-4 13/16"
Color Capability:	Full Color
Pixel Composition:	1 Red / 1 Green / 1 Blue
Brightness:	>10,000
Viewing Angle:	160 degree
Contrast Ratio:	1000:1
LED Life-span:	100,000 Hrs
Video Capability:	Included with all models
Minimum Character Height:	2.76
Max Lines:	16
Max Characters:	51
Max Amps:(Single Phase)	@ 120VAC(20) Amps / @ 240VAC (10) Amps Per Face
Estimated Electrical Usage:	\$69.12 per month @ 10 cents/kWh

Lifetime Diagnostics and Troubleshooting Support - Included

3 Year Parts / In Factory Labor Warranty with End User Service Ability

Lifetime Training Support - Included



Communication

Communication Bundle - Cellular

1 \$266.00

Comm - Automatic Brightness Dimming Control Sensor

1 \$416.23

Omni directional photocell automatic brightness control system will automatically dim the brightness of the sign to optimal brightness based on ambient light conditions.

Comm - 3 Year Cellular 4G Data Service Agreement with Verizon Cellular

1 \$577.80

Cellular service plan and SIM Card Activation are all included for 3 Years. Cellular service plan can be annually renewed for \$180 per year.

Comm - Integrated Cellular 4G Data Modem

1 \$0.00

Integrated Cellular WWAN routing and GPS functionality in a single basic unit certified on all major US 4G cellular operators (CDMA/EvDO and WCDMA/HSPA+) and can also be activated on virtually ANY 4G GSM network worldwide! OEM 1 Year warranty applies.

Comm - Software - ViPlex Express/Fusion LED MyCloud - Windows Based Software with Diagnostics

1 \$0.00

World's leading control system manufacturer Nova Star developed Windows Based software that lets you program and display new content. Set up in-depth scheduling based on times, days, and even regions. Key Features include: Quick and Easy Content Creation, Content Enter and Exit Animations, Simultaneous Multi-Window/Multi Content Display(Screen Parting), Dimming Controlled with Manual Time of Day Based or Auto Brightness Sensor Dimming based on ambient light conditions(Auto Dimming Sensor Required), Time & Temperature Display(Temperature Sensor Required), Countdown Timers, Video, Flash, Streaming Multimedia and Websites Display. Playlist Preview. *Compatible with Windows Only

Services

Comm - Lifetime Diagnostics	1	\$0.00
------------------------------------	----------	---------------

For the life of your sign, Sign-Express will provide technical support and troubleshooting services for all LED displays. Support is performed by phone to help identify the problems or configuration issues that may arise.

Content Creation - 90 Day Trial	1	\$0.00
--	----------	---------------

Special Offer - Sign-Express's professional graphic artists will provide 90 days of free content with up to 10 slides or 5 videos a month.

Permit - Acquisition for On-Premise Sign (Up to 100 Sq Ft)	1	\$985.00
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Sign-Express will pull Local Sign Permits for a sign structure up to 100 Sq Ft. for on premise use. Services Include: - Physical Site Survey - Document Gathering - Site Map Drawing - Structural Engineering Drawings - Permit Form Completion. Actual cost of permit fees from governing agency (with jurisdiction) to be billed in addition to client once fees are accessed. Agreement is contingent upon Sign-Express acquiring a sign permit from governing agency with jurisdiction over sign location. In the event no permit is obtainable, the client is under no obligation to fulfill this agreement. The permit acquisition fee, engineering costs & governing agency fees are non-refundable.

Identification Sign

Identification Cabinet - Flexface Custom Shaped (25+ Sq Ft)	1	\$7,420.45
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(1) Single Sided sign 6' 5" h x 7' w city logo on building -- Furnish and deliver illuminated identification cabinet. Constructed of Welded Aluminum Extrusion frame and retainers. Internally Illuminated with 7 Year Warrantied High Output White LEDs with Electronic High Efficiency 12 volt output Transformers (Auto-switching 120/277 voltage input). Our LED system will use 80% less electricity than traditional fluorescent systems while producing brighter whiter lighting. Frame comes equipped with automatic shutoff photo cell and UL48 Standard Shutoff Switch mounted on the side of the cabinet. Faces are UV Safe Outdoor rated 15oz. Fiberglass reinforced Vinyl with Double Layer 720 x 720 Digital Prints. Frame painted with Sherwin-Williams Pro-Industrial Acrylic Paint. Copy and colors to match signed Production Rendering. UL Certified Electric Sign



Identification - 6" Decorative Aluminum Reveal (per linear ft)	1	\$1,235.85
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6" blade reveal 150" h x 108" w -- Accent sheet metal molding made out of aluminum then primed and painted. Up to 6" in depth and height. Priced per linear foot.

Identification Cabinet - Clear Lexan with 2nd Surface Applied Graphics Custom Shaped Lighted Sign (25+ Sq Ft)	1	\$6,425.56
--	----------	-------------------

(1) 4' h x 9' w Double sided with with logo on monument sign --- Internally illuminated identification cabinet with Clear UV Protected LEXAN poly-carbonate faces, translucent graphics applied to inside / 2nd surface to protect colors from Ultra Violet light fading. Constructed of Welded Aluminum Extrusion frame and retainers. Internally Illuminated with High Output White LEDs with Electronic High Efficiency 12 volt output Transformers (Auto-switching 120/240 voltage input). Frame comes equipped with automatic shutoff photo cell and UL48 Standard Shutoff Switch mounted on the side of the cabinet. Faces are UV Shielded Clear Poly-carbonate with 2nd surface mounted translucent vinyl graphics. Frame painted with Sherwin-Williams Pro-Industrial Acrylic Paint. Copy and colors to match signed Production Rendering. UL Certified Electric Sign



Identification - Cabinet Skinning (per Sq. Ft.)	9	\$432.72
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0.080" Thick Aluminum Sheeting Primed and Painted with Matthews Professional Paint System. Copy and colors to match signed Production Rendering. Vents installed if needed for Display ventilation.

Identification - Aluminum Pole Skirting (per Sq Ft)	1	\$3,466.80
--	----------	-------------------

4' h x 9' w base of sign with vinyl graphics -- Pole skirting up to 24" in depth. Constructed with Aluminum angle, tubing and .080" thick Aluminum sheeting. Painted with Matthews Pro-Industrial Acrylic Paint. Copy and colors to match signed Production Rendering. Vents installed if needed for LED Display ventilation

Install Items

Install - Identification Sign (25 - 50 Sq Ft)	1	\$1,027.20
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Installation of Monument sign -- This is for installation of the identification sign up to 50 sq. ft. - Professional Installation - Proper mounting to support structure - Leveling - Touch up

Install - Masonry Concrete Slab Sq Ft.	1	\$770.40
---	----------	-----------------

Standard rebar reinforced concrete base slab formed and poured up to 8" thick. Concrete foundation can be dug as deep as 12" below grade and/or formed and poured at grade level.

Install - Removal of Existing Footer (down to 2' below grade)	1	\$3,381.20
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Concrete sign footer and re-bar steel supports will be removed down to a depth of 2' below grade. Debris will be cleaned up and removed from property. If filler dirt is available on property it will be used to fill in resulting hole.

Install - Digital LED Display (42 - 50 Sq Ft)	1	\$3,800.00
--	----------	-------------------

Professional installation of up to 50 total square feet of LED display. Professional Installation and Configuration of LED Display(s) listed in this agreement. *Electrical run up to base of the sign is the responsibility of the sign owner, please see Sign-Express Electrical

Requirements and Installation document. In certain and rare circumstances, installation quotes may vary based on site specific conditions determined at time of physical site inspection. Please see Terms & Conditions Document listed in this proposal. Services Include: - Physical Site Inspection - Unpacking of LED displays - Bracket fabrication for mounting - Leveling and fastening to structure(s) - Proper grounding - Final connection to client provided electrical within 5 ft. of structure - Junction box with Seal-Tite conduit to displays - Final inspection for proper operation

Install - Pole up to 8" Diameter (up to 15ft OAH)(supports up to 120 Sq Ft of Signs)

1

\$3,381.20

Pole up to a 8" Diameter Schedule 40 and up to 15 ft above ground. Sign will not exceed 21 ft height with up to 24" diameter concrete pier footer included. All work performed to engineering specifications. Includes: - Location Inspection - Excavation - Steel Pole - Concrete Pier Footer

Install - Identification Sign (25 - 50 Sq Ft)

1

\$1,027.20

Install wall sign -- This is for installation of the identification sign up to 50 sq. ft. - Professional Installation - Proper mounting to support structure - Leveling - Touch up

Install - Removal of Existing Sign (up to 40 Sq Ft)

2

\$1,350.00

Removal and disposal of existing sign monument and wall sign.

Exclusions

*If not included previously in this proposal, items below are excluded. Installation and Permitting items contain descriptions that outline material, equipment and services. Some items below maybe included with those items.

Electrical Installation	Duties /Taxes/Customs Clearance
Electrical Breaker or Distribution Equipment	Power Service
Internet Service	Signal Conduit/Signal Cable
Labor to Pull Signal Cabling	If not Included in Quote: Foundation/Footing
If not Included in Quote: Engineering Certification	If not Included in Quote: Digging and Excavation Equipment
If not Included in Quote: Physical/Mechanical Installation	If not Included in Quote: Crane and Lifting Equipment
Unforeseen Site Conditions (Like but not limited to Sub-terrain/Weather/Road Closures/Limited Access)	

Terms & Condition Documents

Standard Cash Payment Terms are 50% Down with 50% Due Before Shipping. Orders over \$50,000 may be subject to progress billing. Progress billing orders will be invoiced as project progresses and project stages are completed. A tracking number and photos will be supplied when items are ready to ship. Full payment must be received before orders are released for shipment.

[Standard Terms & Conditions *\(Click to download\)](#)

[Standard-3-Year-LED-Warranty-20180411.pdf - Lifetime Warranty *\(Click to download\)](#)

[Standard-5-Year-LED-Warranty-20180411.pdf - Lifetime Warranty *\(Click to download\)](#)

[On-Site Full Service SLA Warranty on LED Signs *\(Click to download\)](#)

Sub Total:	\$63,606.67
Discount:	\$1,272.13
Totals:	\$62,334.54

Proposal # QUO-13798-B3N8Z6-0 Created # 6/3/2024 Consultant # Karrie Endecott

Acceptance

This Agreement is expressly limited to the acceptance by the Buyer of the exact listed terms and Buyer acknowledges that discussions and negotiations have occurred leading up to this agreement. Furthermore, neither party hereafter will rely on any oral representations made outside of the stated terms of this Agreement, which includes the "Standard Terms and Conditions" and "Warranty" links included in this document above. Applicable sales tax in the state of Texas; will be accessed at the time of billing and may not be represented on this quotation. If you are a tax exempt entity, please provide proof so you are not charged tax in error.

LED display can be upgraded to a 4' -6" x 9' Full Color 6mm 192x384 Matrix Double Face Outdoor LED Display for \$5,385.93 more than above pricing. Warranty can be extended to a 5 year parts warranty for an additional \$2800.00 ---- BuyBoard Awarded Vendor - Contract # 678-22 --- BuyBoard discount applied.

To complete the order sign here, initial previous pages, and return all signed and initial pages. Fax to: 281-990-6750

Printed Name: _____ Signature: _____ Date: _____

Optional Accessories

Optional accessories may or may not have been included with this quotation. If you wish to add any to the order, initial next to the item(s) and we will adjust the final price of your invoice.

_____ Spare Parts Cache \$625

- _____ Spare Control System Cache \$995
- _____ Auto Brightness Dimming Sensor \$416.23
- _____ Extended 5 Year Parts Warranty +15% of LED Display Price
- _____ Extended 5 Year On-Site Labor Agreement w/\$200 Co-Pay +15% of LED Display Price

EXISTING SIGN



SW 6069
French Roast

SW 6093
Familiar Beige

STEEL POLE
8" IN DIAMETER

POLE SKIRTING
W/ VINYL LETTERING



RECREATION CENTER
3201 TX-35

9'-6"

9'-0"

0'-6"

4'-0"

4'-6"

4'-0"

13'-0"

Custom 6" Reveal
Color: [SW 6069]

Custom Shaped
Flat Faces
Internally
Illuminated
ID Cabinet - DF
2" Retainers
Frame Color:
[SW 6093]

Pole Skirting
Color:
[SW 6093]



CITY OF ALVIN RECREATION CENTER

CLIENT NAME

250603-1504-A

DRAWING NUMBER

QUO-13798-B3N8Z6

PROPOSAL ID

KARRIE ENDECOTT

SALES CONSULTANT

06/03/2024

DRAWING DATE

REVISION DATE

3201 TX-35 ALVIN, TX

INSTALL ADDRESS

4'-6" X 9' FULL COLOR 10MM 128X256 MATRIX DOUBLE FACE OUTDOOR LED DISPLAY SIGN

DESCRIPTION

APPROVED BY

ARTIST: K. ENDECOTT
PG 1 OF 1

1924 RANKIN RD. STE 300, HOUSTON, TX 77073
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TOLL FREE: 800-888-5051
SIGN-EXPRESS.COM

UNDER ARTICLE 27 OF THE JOINT ETHICS COMMITTEE CODE OF FAIR PRACTICE FOR THE GRAPHIC ARTIST COMMUNICATIONS INDUSTRY: Examples of an artist's work furnished to a representative or a prospective buyer shall remain the property of the artist, shall not be reproduced in whole or in part without the expressed written consent or compensation and shall be returned in good condition if required. Any violation of this code shall be punished to the full extent of the law. Dimensions subject to minor changes due to detailed design considerations. Sign-Express will endeavor to closely match colors, including PMS colors where specified. We cannot guarantee exact matches due to varying compatibility of surface materials, vinyl and paints used. Sign-Express is not responsible for typographical errors.





RECREATION CENTER
3201 TX-35

LETTERING COMPLETED
ON PREVIOUS QUOTE



CITY OF ALVIN RECREATION CENTER	240603-1505-A	QUO-13798-B3N8Z6	KARRIE ENDECOTT	06/03/2024	
CLIENT NAME	DRAWING NUMBER	PROPOSAL ID	SALES CONSULTANT	DRAWING DATE	REVISION DATE
3201 TX-35 ALVIN, TX					
INSTALL ADDRESS					
IDENTIFICATION CABINET - FLEXFACE CUSTOM SHAPED					
DESCRIPTION					
				APPROVED BY	

ARTIST: K. ENDECOTT
PG 1 OF 1

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UNDER ARTICLE 27 OF THE JOINT ETHICS COMMITTEE CODE OF FAIR PRACTICE FOR THE GRAPHIC ARTIST COMMUNICATIONS INDUSTRY: Examples of an artist's work furnished to a representative or a prospective buyer shall remain the property of the artist, shall not be reproduced in whole or in part without the expressed written consent or compensation and shall be returned in good condition if required. Any violation of this code shall be punished to the full extent of the law. Dimensions subject to minor changes due to detailed design considerations. Sign-Express will endeavor to closely match colors, including PMS colors where specified. We cannot guarantee exact matches due to varying compatibility of surface materials, vinyl and paints used. Sign-Express is not responsible for typographical errors.





AGENDA COMMENTARY

Meeting Date: 6/20/2024

Department: Economic Development

Contact: Paul Chavez, Economic Development Director

Agenda Item: Consider a Master Engineering Services Agreement for Consulting Services with Baxter & Woodman, Inc., in an amount not to exceed \$219,200 for services to draft an update to the City's Comprehensive Master Plan in response to Alvin RFP-24-02; and authorize the City Manager to sign the Agreement upon legal review.

Type of Item: Contract/Agreement

Summary: A comprehensive master plan is a long-term planning document that provides a framework for the future development and growth of a community. It outlines the City's vision, goals, and strategies for various aspects, including infrastructure, transportation, current and future land use, facilities, parks, trails, and open space, sustainability, housing development, and historical preservation. Crucially, the formulation of this plan involves City official and public participation to ensure that the community's values and aspirations are reflected in the City's future direction. Updates to a long range plan such as this are typically updated every ten years. The last update to the City's comprehensive master plan was completed by Kendig Keast Collaborative and adopted by the City Council on October 2, 2014. Funds for this update were appropriated through the adoption of the FY 2023-24 budget and identified in the General Projects Fund.

Earlier this year, the City advertised a request for proposals for an update to the City's Comprehensive Master Plan. Five responses were received, independently reviewed, and scored by staff. Unanimously, the team selected Baxter & Woodman for the project based on the criteria of prior experience, project approach, costs, and innovation in community engagement. The project team lead was also involved in the City's last Comprehensive Plan update and also worked on the City's most recent Parks Master Plan update. The expected duration for completing this project is approximately 12 months.

Staff recommends approval of this Agreement.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☐

Budgeted Item: Yes ☒ No ☐ N/A ☐

Funding Account: 311-1005-00-3100 **Amount:** \$219,200

1295 Form Required? Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒

Date Completed: 6/17/2024 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 06/17/24

Supporting documents attached:

1. Baxer & Woodman MSA_Alvin Com Plan Update
 2. Alvin Exhibit A
-

3. Alvin Exhibit B
 4. Alvin Exhibit C
 5. RFP 24-02; Baxter & Woodman, Inc
 6. RFP 24-02; Scoresheet
-

Recommendation: Move to approve a Master Engineering Services Agreement for Consulting Services with Baxter & Woodman, Inc., in an amount not to exceed \$219,200 for services to draft an update to the City's Comprehensive Master Plan in response to Alvin RFP-24-02; and authorize the City Manager to sign the Agreement 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, TEXAS
MASTER ENGINEERING SERVICES AGREEMENT

THIS ENGINEERING SERVICES AGREEMENT ("Agreement") effective as of _____, - 2024 ("Effective Date") between City of Alvin, Texas ("Owner") and Baxter & Woodman, Inc. an Illinois Corporation ("Engineer").

Owner's Project, of which the Engineer's services under this Agreement are a part, is generally identified in Exhibit A ("Project"), attached hereto and incorporated as though fully set forth herein;

Engineer has the capability and capacity to provide the necessary services to complete certain engineering services, as further set forth herein, necessary to complete the Project;

Owner desires to retain Engineer to provide the said services under the terms and conditions hereinafter set forth, and Engineer is willing to perform such services;

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Engineer (hereinafter, collectively, the "Parties," or each, individually, a "Party") agree that the recitals set forth above are a material part of this Agreement and further agree as follows:

1. **SERVICES OF ENGINEER**

- 1.1 Engineer shall provide, or cause to be provided, if part of its scope, the services set forth herein and in Exhibit B (collectively, the "Services"), attached hereto and incorporated as though fully set forth herein.
- 1.2 Professional Services are to be provided on a project-by-project basis when directed by the Owner and will be enumerated in a Project Work Order following the general format shown in Exhibit C, attached hereto and incorporated as though fully set forth herein.

2. **OWNER'S RESPONSIBILITIES**

- 2.1 Owner shall provide the Engineer with all criteria and full information as to the Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications, and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- 2.2 Owner shall furnish the Engineer all available information pertinent to the Project including reports and data relative to previous designs, existing conditions, or investigations at or adjacent to the Project Site.

- 2.3 Owner shall furnish or otherwise make available additional project related information and data as is reasonably required to enable Engineer to complete its Services.
- 2.4 Owner warrants that all known hazardous materials on or beneath the site have been identified to the Engineer. The Engineer shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials. The Engineer shall not be required by the Owner to provide certifications that soils, including soil mixed with other clean construction or demolition debris, are or are not contaminated unless this service is set forth in Exhibit B.
- 2.5 Owner agrees and acknowledges that the Engineer will rely, without liability, upon the accuracy and completeness of all information furnished by the Owner, including its consultants, contractors, specialty contractors, manufacturers, suppliers, and publishers of technical standards pursuant to this Agreement without independently verifying the information.
- 2.6 Owner agrees and acknowledges that the Engineer may reasonably rely on the express and implied representations made by contractors, manufacturers, suppliers, and installers of equipment, materials, and products required by the construction documents as being suitable fit for their intended purposes and compliant with the construction documents and applicable project requirements.
- 2.7 Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform Services under this Agreement.

3. **SCHEDULE FOR RENDERING SERVICES**

- 3.1 Engineer is authorized to begin Services as of the Effective Date.
- 3.2 Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering Services, if any, or specific dates by which Services are to be completed, if any, are set forth in Exhibit B, and the Parties hereby agree such periods of time or specific dates are reasonable.
- 3.3 If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation shall be adjusted equitably.
- 3.4 If the Engineer is hindered, delayed or prevented from performing under the Agreement as a result of any act or neglect of the Owner (or those for whom the Owner is responsible) or force majeure, the time for completion of the Engineer's work shall be extended by the period of the resulting delay and the rates and amounts of Engineer's compensation shall be adjusted equitably. Force majeure includes, but is not limited to acts of God, wars, terrorism, strikes, labor walkouts, fires, natural disasters, or requirements of governmental agencies.

4. COMPENSATION, INVOICES AND PAYMENTS

- 4.1 Method of Compensation: The Owner shall pay the Engineer for the Services performed or furnished under Attachment A as provided for in the Project Work Order. The Engineer may adjust the employee wages, overhead, and expenses in Attachment B of the Project Work Order on or about January 1 of each subsequent year and will send the new schedule to the Owner.
- 4.2 The Engineer may submit requests for periodic progress payments for Services rendered. Payments shall be due and owing by the Owner in accordance with the terms and provisions of the State of Texas Prompt Payment Act (Texas Government Code, Chapter 2251) (the "Act"). If Owner fails to comply with the requirements as set forth in the Act, the Engineer may, after giving seven (7) days written notice to the Owner, suspend Services under this Agreement until the Engineer has been paid in full all amounts due for Services, expenses, and late payment charges as provided in the Act.
- 4.3 The Owner may, at any time, by written order, make changes to the scope of Services, which changes shall not become effective unless and until Engineer issues its written acceptance of same. If such changes cause an increase or decrease in the Engineer's fee or time required for performance of any Services under this Agreement, an equitable adjustment shall be made, and this Agreement shall be modified. No Service for which added compensation is to be charged will be provided without first obtaining written authorization from the Owner. The Parties further agree that if elements of the scope of Services are reduced or eliminated by the Owner, then the Owner agrees to waive, forgive, release, and hold harmless the Engineer from all claims, causes of action, and damages arising from those reduced and/or eliminated Services. The Engineer shall not be responsible for any changes made to the Project documents by the Owner, contractor, or others without the Engineer's prior review and written approval.

5. OPINION OF PROBABLE CONSTRUCTION COSTS

- 5.1 The Engineer's opinion of probable construction costs, if the provision of which is included in its scope of Services, represents its judgment as a professional engineer. The Owner acknowledges that the Engineer has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. The Engineer cannot and does not warrant or guarantee that proposals, bids, or actual construction costs will not vary from the Engineer's opinion of probable cost. Engineer shall not be responsible for any cost variance.

6. ENGINEER'S PERFORMANCE

- 6.1 The standard of care for all professional engineering and related services performed or furnished by the Engineer under this Agreement will be the same care and skill ordinarily used by members of Engineer's profession practicing under similar circumstances at the same time and in the same locality on similar projects. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's Services.

- 6.2 Engineer shall be responsible for the technical accuracy of its Services and its instruments of service resulting therefrom, and Owner shall not be responsible for discovering deficiencies, if any, in them. Engineer shall correct known deficiencies in its instruments of service without additional compensation except to the extent such action is directly attributable to deficiencies, errors or omissions in Owner-furnished information.
- 6.3 The Engineer will use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards as of this Agreement's Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of Services, times of performance, or compensation, all of which shall be adjusted equitably as necessary.
- 6.4 Engineer may employ such sub-consultants as Engineer deems necessary to assist in the performance or furnishing of the Services, subject to reasonable, timely, and substantive written objections by the Owner.
- 6.5 Engineer shall not supervise, direct, control, or have charge or authority over any contractors' work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- 6.6 Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractors' failure to furnish and perform the work in accordance with the contract documents, which contractors are solely responsible for their errors, omissions, and failure to carry out the work.
- 6.7 Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction or surety bonding requirements.
- 6.8 Engineer is not acting as a municipal advisor as defined by the Dodd-Frank Act. Engineer shall not provide advice or have any responsibility for municipal financial products or securities.
- 6.9 Engineer shall not be responsible for the acts of omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person (except Engineer's own agents, employees, and consultants), at the Project site or otherwise in the furnishing or performing of any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.
- 6.10 Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is

solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Engineer's consideration of a component does not constitute Engineer's acceptance of the assembled item.

- 6.11 Engineer's site observation shall be at the times agreed upon in Exhibit B. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address.

7. INSURANCE

- 7.1 For the duration of the Project, the Engineer shall procure and maintain the following insurance coverage and Certificates of Insurance will be provided the Owner upon written request. The insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(1)	Worker's Compensation	Statutory Limits
(2)	General Liability Per Claim/Aggregate	\$1,000,000/\$2,000,000
(3)	Automobile Liability Combined Single Limit	\$1,000,000
(4)	Excess Umbrella Liability Per Claim/Aggregate	\$10,000,000/\$10,000,000
(5)	Professional Liability Per Claim/Aggregate	\$5,000,000/\$10,000,000

- 7.2 Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, the collective aggregate liability of the Engineer and its officers, directors, employees, agents, or consultants, to anyone claiming by, through or under Owner for any claims, losses, costs, or damages arising out of, resulting from, of in any way related to the Project or the Agreement for any claim or cause of action, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity, subrogation, or warranty (express or implied), hereafter referred to as the "Claims", shall not exceed the total remaining insurance proceeds available under the terms and conditions of Engineer's responding insurance policy.

8. INDEMNIFICATION AND MUTUAL WAIVER

- 8.1 To the fullest extent permitted by law, Engineer shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages (“Losses”) arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by the Engineer’s grossly negligent acts or omissions.
- 8.2 To the fullest extent permitted by law, Owner shall indemnify and hold harmless the Engineer and its officers, directors, employees, agents and consultants from and against all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner’s, or Owner’s officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent acts or omissions, willful misconduct, or breach of this Agreement.
- 8.3 To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other’s employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, exemplary, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose.
- 8.4 In the event Losses or expenses are caused by the joint or concurrent fault of the Engineer and Owner, they shall be borne by each party in proportion to their respective fault, as determined by a mediator or court of competent jurisdiction.
- 8.5 The Owner acknowledges that the Engineer is a business corporation and not a professional service corporation, and further acknowledges, accepts, and agrees that the Engineer’s officers, directors, and employees shall not be subject to any personal liability for services provided under this Agreement.

9. TERM & TERMINATION

- 9.1 The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until the parties have performed their obligations under the Agreement’s terms and conditions (“Term”).

9.2 In addition to any other express termination right set forth elsewhere in this Agreement:

- (1) Engineer may terminate this Agreement, effective on written notice to Owner, if: (i) Owner fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after Engineer's delivery of written notice thereof; or (ii) there have been three (3) or more such payment failures in the preceding twelve (12) month period, regardless of whether any such failures were timely cured.
- (2) Either party may terminate this Agreement effective on written notice to the other party if the other party materially breaches this Agreement through no fault of the terminating party, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching party provides the breaching party with written notice of such breach.
- (3) Either party may terminate this Agreement, effective immediately, if the other party: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

9.2 If this Agreement is terminated by either party, the Engineer shall be paid for all Services performed through the effective date of termination, including reimbursable expenses. In the event of termination, the Owner will receive reproducible copies of Drawings, Specifications and other documents completed by the Engineer up to the effective date of termination.

10. USE OF DOCUMENTS

- 10.1 All documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by Engineer to Owner pursuant to this Agreement) are instruments of service in respect to this Project, and the Engineer shall retain an ownership and property interest therein (including the copyright and right of reuse at the discretion of the Engineer) regardless of the Project's completion. Owner shall not rely in any way on any document unless it is in printed form, signed or sealed by the Engineer or one of its consultants.
- 10.2 Either party to this Agreement may rely on data or information set forth on paper (also known as hard copy) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Information in electronic format or text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience and not for reliance by the receiving party. The use of such electronic files will

be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies will govern.

- 10.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests and/or procedures within sixty (60) calendar days of receipt, after which the receiving party shall be deemed to have accepted the transferred data thus. Any transmittal errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files.
- 10.4 When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such information resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the creator.
- 10.5 The Engineer's document retention policy will be followed upon Project closeout. Executed copies of agreements, work orders, letters of understanding or proposals; design or other documents created by the Engineer or received from the Owner or a third party; plan review submittals from a third party and the Engineer's review of those submittals; and studies or reports prepared by the Engineer will be kept for time periods set forth in the Engineer's document retention policy.

11. SUCCESSORS, ASSIGNS AND BENEFICIARIES

- 11.1 Owner and Engineer are hereby bound, as are their respective successors, assigns, employees, and representatives to the other party to this Agreement with respect to all covenants, terms, promises, and obligations contained herein.
- 11.2 Neither the Owner nor Engineer may assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that are due or may become due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is required by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
- 11.3 Unless expressly provided otherwise in this Agreement, nothing contained shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, or other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

12. **DISPUTE RESOLUTION** Any dispute arising out of or relating to this Agreement, including the alleged breach, termination, validity, interpretation, and performance thereof (“Disputes”) shall be resolved with the following procedures:

12.1 Upon written notice of any Dispute, the parties shall attempt to resolve it promptly by negotiation between executives who have authority to settle the Dispute and this process should be completed within thirty (30) calendar days (the “Negotiation”) from the date of notice prior to invoking the procedures of paragraph 12.2 or other provisions of the Agreement or exercising their rights under law.

12.2 If the dispute has not been resolved by Negotiation in accordance with Section 12.1, then the parties agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis and shall be completed within 120 calendar days of notice if the Dispute unless the parties mutually agree to a longer period. If such mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

13. **MISCELLANEOUS PROVISIONS**

13.1 This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

13.2 Any notice required under this Agreement will be in writing and addressed to the designated party at its address on the signature page. Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third (3rd) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

13.3 All express representations, waivers, indemnifications, and limitations of liability in this Agreement will survive its completion and/or termination.

13.4 Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

13.5 No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege

arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

- 13.6 To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended.
- 13.7 This Agreement, together with any other documents incorporated herein by reference, constitutes the entire agreement between Owner and Engineer and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.
- 13.8 With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.
- 13.9 This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of the Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Engineer:

By:  _____

Title: Executive Vice President

Date Signed: June 11, 2024

Address for giving notices:
24285 Katy Freeway, Suite 550
Katy, TX 77494

Designated Representative:
Aaron Tuley, AICP, ENV SP

Phone Number: 346-415-45840

Email Address: atuley@baxterwoodman.com

Owner:

By: _____

Date Signed: _____

Address for giving notices:
216 West Sealy
Alvin, Texas 77511

Designated Representative:
Paul Chavez

Phone Number: 281-333-xxxx

Email Address: pchavez@cityhall.cityofalvin.com

City of Alvin, Texas
COMPREHENSIVE PLAN

EXHIBIT A, SCOPE OF SERVICES

Project Understanding

Baxter & Woodman (hereafter, the Consultant) will provide the following professional planning services required to develop the City of Alvin's (hereafter, the City) Comprehensive Plan, which will guide and direct how the community grows over the next 10 to 20 years. The resulting Comprehensive Plan (hereafter, Plan) shall evaluate how municipal land use, utilities, transportation and parks infrastructure, and other public services should develop to accommodate the City's projected population in Horizon Year 2045 and beyond. Based on the community's vision for the future, the Comprehensive Plan will recommend and prioritize implementable strategies and actions to realize preferred outcomes.

PLANNING PROGRAM OVERVIEW

0.0 PROJECT ADMINISTRATION & MANAGEMENT

0.1 Pre-Planning and Coordination

- A. *Request for Information* - A request for information (RFI) will summarize data types and formats required to commence with the planning assignment. The RFI will be prepared as a spreadsheet and a SharePoint link will be provided for uploading the requested data to the Consultant server.
- B. *Editorial Style Guide* - A draft style guide will be submitted to City staff for review and approval. The guide will specify the format of deliverables, summarize grammatical conventions that will be used for technical narratives, and will include the use of acronyms, hyphenated terms, capitalization, etc.
- C. *Project Schedule* - A draft Project Schedule will be provided to City staff that will summarize project phasing, the sequencing of tasks, meetings and activities, and the delivery dates of key project deliverables throughout the course of the planning program. Development of the Plan will span a 12-month planning period; which will be followed by a two-month period for public hearings and Plan adoption. Following confirmation and approval, any and all revisions and updates to the Project Schedule will be reflected in the monthly progress reports (refer to Task E, below).
- D. *Public Engagement Plan* - A draft Public Engagement Plan (PEP) will be provided which will summarize the variety of methods used to encourage public participation throughout the planning program, including what is referenced in Section 0.3, *Public Engagement*). The PEP will summarize methods of advertising community events, the online Community Survey, and how public engagement activities will inform the planning process.
- E. *Progress Reports and Invoicing* - Monthly progress reports will be submitted to the City's Program Administrator and will accompany invoices. Progress reports will function as the definitive project schedule and will include any agreed-upon changes to the schedule of the planning program. A draft progress report will be provided to the City's Program Administrator for review and approval.
- F. *Kick-off Teleconference* - The Consultant will coordinate a virtual kick-off teleconference with City staff to introduce and discuss project logistics. The City will review and approve the following draft deliverables: RFI, Editorial Style Guide, Project Schedule, PEP, and Progress Report template. A Kick-off Meeting Agenda will be provided to the City's Program Administrator in advance of the in-person Kick-off Meeting, described in Section 0.2, *Project Initiation*, below.

Meetings: **A)** Kick-off Teleconference; **B)** Kick-off Meeting

Deliverables: **A)** Request for Information (RFI); **B)** Editorial Style Guide; **C)** Project Schedule; **D)** Public Engagement Plan (PEP); **E)** Progress Report template; **F)** Kick-off Meeting Agenda

Services provided by the City: Review draft deliverables and prepare to discuss during the Kick-off Meeting

0.2 Project Initiation

- A. *Kick-off Meeting* - A formal in-person meeting will be conducted with City staff to discuss overall project logistics, confirm pre-planning assumptions and deliverables.

- B. *Branding / Graphics Program* – Up to two (2) alternative graphics templates will be developed to depict the overall character (look and feel) of Plan deliverables; including reports, slide and exhibit board presentations, and other printed media.
- C. *Base Mapping* – Prepare base maps at specific spatial scales, depicting the Project Area.
- D. *Meetings with Department Officials* - The Consultant will convene up to four (4) one-on-one meetings with City departmental officials; to discuss department-related issues, challenges, and specific Plan expectations. Questionnaires will be provided to the Program Administrator for distribution to each Departmental official in advance of meetings.

Meetings: **A)** Kick-off Meeting; **B)** Meetings with Department Officials

Deliverables: **A)** Branding / Graphics Program templates (2); **B)** Base Maps; **C)** Departmental Questionnaires

Services provided by the City: **A)** Review and confirm preferred branding / graphics program recommendations; **B)** Review / confirm base mapping for accuracy; **C)** Distribute departmental questionnaires; **D)** Schedule meetings with Departmental officials

0.3 Public Engagement

Targeted public engagement activities will occur throughout the comprehensive planning program and will be designed to both educate and inform stakeholders about the planning process; as well as provide the Consultant with opportunities to interface with the general public and listen to their interests and concerns about the future of their community.

- A. *Tour* - To familiarize the Consultant with the Planning Area, City staff will facilitate a tour (up to three hours) of the community and the surrounding area with the Consultant team.
- B. *Comp Plan Advisory Committee (CPAC)* – An ad-hoc committee composed of area residents, public and elected officials will be established to function as a sounding board through which to review and provide input related to the direction and viability of strategies and concepts emanating from the comprehensive planning program. The CPAC will meet with the Consultant periodically throughout the duration to review progress and findings and offer feedback. The Consultant will provide City staff CPAC member selection criteria and a draft letter of invitation. Five (5) CPAC meetings will be convened during the comprehensive planning period, as noted in subsequent Meetings summaries following the principal phases.
- C. *Technical Advisory Committee (TAC)* – A TAC would be formed, composed of specific departmental officials who can provide technical assistance regarding municipal / system operations relevant to the planning program. The TAC will be convened on an as-needed basis to provide background information pertaining to existing conditions, as well as evaluate the viability of remedial treatment recommendations. Up to three (3) meetings with the TAC will likely be convened during the development of the Comprehensive Plan, on an as-needed basis, but noted in subsequent Meetings summaries following the principal phases.
- D. *One-on-One Meetings* - The Consultant will convene up to eight (8) individual meetings with one to two elected and appointed officials at a time, to further understand the inherent issues, challenges, and opportunities associated with the City and Planning Area, and identify specific populations within the Planning Area that warrant targeted community outreach. Meetings will be 30 to 45 minutes in length.
- E. *Small Group Listening Sessions* – The Consultant will facilitate up to eight (8) listening sessions with community stakeholders, to discuss issues, challenges, and opportunities related to the City and municipal services. Listening sessions will be 60-75 minutes in length and will be scheduled to be concurrent over a two-day period. The Consultant will work with the City's Program Administrator to identify key groups. The Consultant will provide the City's Program Administrator with a draft invitation letter to use.
- F. *Neighborhood Outreach Meetings* – The project team will conduct up to four (4) targeted neighborhood outreach meetings to access disadvantaged and underserved populations living and working within the City, paying special attention to areas of persistent poverty. The Consultant will assist the City's Program Administrator in approaching homeowners associations (HOAs) and local places of worship to identify targeted populations, advertise events, and identify meeting venues.

- G. *Project Website* – A project website will be created and linked to the City’s website. The website will provide information about the planning program, display maps and graphics related to existing conditions, press releases, and links to other resources, including the Online Community Survey, interim deliverables, etc. All information posted on the Project Website will be approved by City staff in advance of posting.
- H. *Online Community Survey* – The Consultant will prepare an Online Community Survey, utilizing Survey Monkey (or equivalent software program) with links from the Project Website. Draft survey questions will be provided for City staff to review and approve prior to survey launching.
- I. *Community Open Houses* – Two (2) community open houses will be convened during the comprehensive planning process. The first open house will take place in a workshop setting and will be geared toward formulating the community’s vision for the future. Several “maps and markers” exercises will enable attendees to provide informed input into the Plan’s preliminary findings. The second open house will occur toward the end of *The Future City* phase and will present strategies and recommendations regarding how to achieve the community’s preferred vision for the future of Alvin; as described within the Plan’s Chapter 2.0, *The Future City*. Provisional programs for each open house will be provided to City staff for review and approval, and will include objectives, anticipated exercises, presentation materials (as appropriate), display boards, etc.
- J. *Joint Workshops* - The Consultant will facilitate four (4) workshops involving Alvin’s City Council and Planning Commission, during the development of the Comprehensive Plan. The first workshop (1) will be held at the beginning of the project, the objective of which will be to provide an overview of the planning program and schedule of activities. The second workshop (2) will be convened at the conclusion of Phase 2.0, *Plan Direction and Assumptions*; to discuss population projections, planning scenarios, and the recommended trajectory of *The Future City* report. The third workshop (3) will be held during Phase 5.0, *Implementation*, whereby the Consultant will summarize plan recommendations and facilitate a prioritization exercise regarding the Plan’s proposed strategies and recommendations. The final workshop (4) will include a public hearing, where the final draft of the Comprehensive Plan will be presented for public comment and adoption.

Meetings: As outlined in the subsequent sections.

Deliverables: **A)** CPAC member selection criteria and draft invitation letter; **B)** TAC selection; **C)** Community Open House provisional programs; **D)** Community Survey questions; **E)** Joint Workshop presentation materials

Services provided by the City: **A)** Coordinate the establishment of CPAC and TAC; **B)** Review and approve of public engagement materials; **C)** Advertise and promote public events; **D)** Encourage elected/appointed officials’ participation in community events

1.0 INTRODUCTION

1.1. Demographic Analysis

- A. *Community Profile* - Using the 2020 U.S. Census’ American Community Survey, the Community Profile will capture data related to forecasts and trends in population growth (population change versus total population); income and housing (median household income, average household size and family size, percent of homes built in 2000 or later, home ownership versus home rental); diversity and education (race/ethnic composition, Hispanic composition, attainment of high school and higher education degrees); age and families (median age, households with children, population age breakdown). Alvin’s demographic data will include comparisons to state and national demographic data and subsequent trends.
- B. *Psychographic Profile* - Utilizing ESRI’s Business Analyst Pro, identify and organize population segments into “LifeMode groups,” which represent the attitudes, interests, spending patterns and housing preferences, opinions and lifestyles of the groups that compose Alvin’s resident population. The largest segments within the Planning Area will be summarized in a variety of tabular formats to depict community tapestry segmentation.
- C. *Demographic Analysis Technical Memorandum* - Prepare a stand-alone technical memorandum largely consisting of a series of infographics to be easily understandable to a wide range of audiences.

1.2 Chapter 1, *Introduction* (Part 1)

Chapter 1, *Introduction* (Part 1), will summarize the purpose of the Comprehensive Plan, describe the State enabling authorities for municipal planning, provide an overview of the City's geographic context and history, and will include the demographic analysis prepared within Section 1.1.

Later in the planning process, during Phase 3.0, *Plan Direction and Assumptions*, draft Chapter 1 be amended to include Part 2, which will include, Population Projections (refer to Section 3.1); provide an overview of what was learned throughout the Public Engagement Program (refer to Section 3.2); and include the Plan's strategic framework, including the draft Community Vision Statement (refer to Section 3.3); and the Plan's provisional Goals and Guiding Principles (refer to Section 3.4).

Meetings: **A)** Joint Workshop No. 1 (of 4); **B)** CPAC Meeting No. 1 (of 5); **C)** Schedule TAC Meeting No. 1 (of 3); **D)** Teleconference with City's Program Administrator to present and review Draft *Demographic Analysis* Technical Memorandum; **E)** Teleconference with City's Program Administrator to present and review Chapter 1, *Introduction*

Deliverables: **A)** *Demographic Analysis* Technical Memorandum; **B)** Draft Chapter 1, *Introduction* (Part 1),

Services provided by the City: **A)** Invite public officials and City staff to attend Joint Workshop; **B)** Invite CPAC members to attend the first meeting; **C)** Schedule TAC Meeting No. 1 (of 3); **D)** Review and approve Draft *Demographic Analysis* Technical Memorandum, and Chapter 1, *Introduction* (Part 1)

2.0 COMMUNITY SNAPSHOT (EXISTING CONDITIONS)

2.1 Regulatory Environment

- A. *Code Critique* - Provide a critical review of the City's Code of Ordinances (published by MuniCode) to analyze procedural requirements, land development regulations, gaps in the provision of regulations; trends and patterns in requests for variances, etc.; with the intention of determining inconsistencies and places where regulations may perpetuate unfavorable development outcomes and prevent the community from achieving its preferred Vision for the future.
- B. *Building Permits* - Analyze the last five years of building permits within the City. Geolocate building permit data and map in order to understand current development patterns, prevalent lot sizes, etc. Evaluate the procedural requirements through which building permit applications are submitted, reviewed, and approved.
- C. *Engineering Standards* - Review the City's engineering standards manual, if available. If not, assess how building standards are currently communicated and enforced.
- D. *Regulatory Environment* Technical Memorandum - Prepare a stand-alone technical memorandum which summarizes findings of the regulatory review.

2.2 Community Snapshot

The Community Snapshot Report will provide an overview of existing conditions within the Planning Area (City of Alvin and its Extraterritorial Jurisdiction). The Community Snapshot Report will include a demographic analysis of the community (refer to Section 1.1); review of the City's regulatory environment (refer to Section 2.1); analysis of the infrastructural systems that enable the City to function, including potable water, sanitary sewer, drainage, transportation, public facilities and services, parks and open space; and a summary of land use and the community characteristics that make the City of Alvin a desirable place to live and raise a family. The *Community Snapshot* Report will be prepared as a series of unformatted technical memoranda, containing tables, figures, and maps; which will be individually submitted to the City's Program Administrator for review and approval. After revisions have been completed, the Report will be fully formatted and compiled into a stand-alone report; which may become an Appendix to the Comprehensive Plan.

- A. *Utilities Infrastructure* – The City's utilities infrastructure systems will be analyzed in terms of their capacity to support the current and projected population, including:
 - 1. *Potable Water Supply, Treatment, Distribution and Storage* – Analyze the City's potable water supply, treatment, and transmission system to determine current capacities and its ability to support the projected population. Prepare a map that delineates the potable water distribution system to determine the location of principal trunk lines and locations where the system can be expanded.

- Prepare Map X, *Potable Water System*
- 2. *Wastewater Collection and Treatment* – Analyze the City’s capacity to collect and treat wastewater. Identify and evaluate wastewater transmission lines and opportunities to expand the collection system in order to support future growth. Identify wastewater collection issues, e.g., inflow and infiltration (I&I) of storm drainage. Prepare a map that delineates the extent of the wastewater transmission system.
 - Prepare Map X, *Wastewater Collection and Treatment*
- 3. *Storm Drainage* – Analyze areas that remain prone to flooding and compare with existing drainage infrastructure regarding transmission capacity; distribution of inlets and outfalls; and condition of pipes. Prepare a map that depicts the drainage network.
 - Prepare Map X, *Storm Drainage*
- 4. Prepare and submit for review, the draft *Utilities Infrastructure* Technical Memorandum
- B. *Existing Transportation Systems* - Using transportation information obtained from the Texas Department of Transportation (TxDOT), Houston-Galveston Area Council (H-GAC), Brazoria County, the City of Alvin, and others, analyze the City’s thoroughfare network in terms of functional classification, average annual daily traffic counts (AADT), level of service (LOS), population and employment trip generation (Traffic Analysis Zone data, as available) and vehicular crash data to identify and address traffic problem areas (“hotspots”); traffic-sheds and bottlenecks; and thoroughfares in need expansion.
 1. *Active Transportation Analysis* - Identify and map all public active transportation infrastructure, including, sidewalks, on-street bicycle lanes, shared-use facilities, and off-street recreational trails
 2. *Public Transit Service* – regional public transit service and paratransit service provision will be identified and mapped. Local ridership will be quantified.
 3. Prepare and submit for review, the draft *Existing Transportation Systems* Technical Memorandum, which will summarize the current capacities of vehicular and active transportation infrastructure to fulfill the mobility needs of the Community.
- C. *Land Use and Community Character* - Utilizing standard planning land use designations and graphic conventions, prepare a map depicting existing land uses within the Planning Area. Aggregate land uses into community character classifications found within Planning Area. Prepare Land Use tables which will calculate land use area (acreage) and divide by the existing population to determine per capita land use area. Multiply the per capita land use area with the projected population (incorporating a 25 percent contingency to account for market variability) to estimate land use areas required to accommodate the horizon year population.
 1. Map X, *Surface Water and Floodplains* - Prepare a map to depict surface waters (e.g., water bodies, wetlands, rivers, and creeks), and the extent of 100-year and 500-year floodplains.
 2. Map X, *Existing Land Use*, will use conventional land uses and colors to depict existing conditions.
 3. Prepare and submit for review, the draft *Existing Land Use* Technical Memorandum, which will consist of descriptions of land use designations, character classifications, and Land Use Tables.
- D. *Public Lands, Facilities, and Services* - Evaluate the capacity of the City’s Police, Fire, and Emergency Medical Services (EMS) Departments to provide essential (health, safety, welfare) functions while accommodating growth within the community, as it relates to life safety and impacts to response time, ISO rating, etc. Identify and map all publicly-owned lands within the Planning Area.
 1. Prepare Map X, *Public Lands and Facilities* (will include schools and other institutions)
 2. Prepare and submit for review, the draft *Public Lands, Facilities and Services* Technical Memorandum, which will summarize the City’s provision of facilities and services to support the health, safety, and welfare of its citizens and what additional personnel, facilities, and equipment may be required to support the projected 2040 population.
- E. *Parks, Trails, and Open Space* - Identify municipal parks, facilities, and recreational programming available to the public and compare to National Recreation and Parks Association (NRPA) Park Metrics in order to determine current open space, facility, and recreational programming needs to support Alvin’s current and projected population (Horizon Year 2045). While this plan element is not

intended to replace the eventual need to develop a Texas Parks and Wildlife Department (TPWD) compliant parks, recreation, and open space master plan update; it will use the TPWD process (e.g., demand-based, standards-based, and resource-based assessments) to establish a baseline with which to gauge the demand for additional parkland; opportunities for pedestrian linkages through greenways and recreational trails development; the need for indoor and outdoor recreational facilities, and recreational programming.

1. *Map X, Parks and Recreational Facilities*, will depict existing parks (City-owners and Brazoria County-owned, according to classification); special use facilities; trails, school parks; and open space areas within the Planning Area.
 2. Prepare and submit for review, the draft *Parks and Recreation* Technical Memorandum, which will assess the current complement of parks and open space areas within the Planning Area and the degree to which they fulfill the needs of Alvin's current population, utilizing NRPA Park Metrics, standards and criteria.
- F. *Sustainability* – Utilizing the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED) v4.1, *Cities and Communities: Existing Cities* (February 2024) Rating System and Scorecard, including the categories and credits therein, the Consultant will perform a cursory review and evaluation of the City of Alvin's 1) municipal operations, policies, and practices; and 2) Alvin's demographic characteristics (as summarized in the Community Profile, refer to Section 1.1). The USGBC's LEED v4.1 *Cities and Communities: Existing Cities*, includes the following categories:
- Integrative Process
 - Natural Systems and Ecology
 - Transportation and Land Use
 - Water Efficiency
 - Energy and Greenhouse Gas Emissions
 - Materials and Resources
 - Quality of Life
 - Innovation
 - Regional Priority
- The evaluation will be used to illuminate specific areas where the City may adopt improved operational practices and policies, to quantitatively increase category scores, as discussed in Section 4.6, *Sustainability* (use the following link to download more information on the USGBC's LEED for *Cities and Communities: Existing Cities*: https://build.usgbc.org/l/413862/2023-07-28/246vh6h/413862/1690562814Nz1rt870/LEED_v41_LFC_Existing_Cities_RS_July_2023_tracked_changes.pdf)
1. Prepare and submit for review, the draft *Sustainability* Technical Memorandum
- G. *Housing and Neighborhoods* – The Consultant will discuss with local realtors the City's current housing stock, in terms of condition, typologies, price points, densities, and preferences will be analyzed in terms of affordability, condition, and marketability, and compared to regional and national housing trends.
1. Prepare Map X, *Historically Significant Sites and Structures*
 2. Prepare and submit for review, the draft *Housing and Neighborhoods* Technical Memorandum
- H. *Historic Preservation* - Utilizing the National Register of Historic Places, the Texas Historical Commission's (THC) Texas Historic Sites Atlas, and other relevant databases, historically significant resources (e.g., sites, structures, districts, corridors, and landscapes) within the Planning Area will be identified and assessed in terms of integrity and the condition of extant contributing features and elements.
1. Prepare Map X, *Historically Significant Sites and Structures*
 2. Prepare and submit for review, the draft *Historic Preservation* Technical Memorandum
- I. *Community Snapshot Report* - will be drafted to appeal to municipal officials and staff, and will remain largely unformatted, though it will include a technical narrative, figures and tabular data, relevant

photographs as appropriate, and maps to depict the state of the City in 2024. The *Community Snapshot* Report will be drafted to function as a stand-alone document but may be included with the Comprehensive Plan as a technical appendix.

Meetings: **A)** Teleconference with City's Program Administrator to present and review *Regulatory Environment* Technical Memorandum; **B)** CPAC Meeting No. 2 (of 5); **C)** Community Open House (1 of 2); **D)** Teleconferences with City's Program Administrator to present and review the draft *Community Snapshot's* Technical Memoranda, and then the draft *Community Snapshot* Report

Deliverables: **A)** *Regulatory Environment* Technical Memorandum; **B)** Online Community Survey Questions; **C)** Community Open House overview of exhibits, display materials, and exercises; **D)** Results of Open House maps and markers exercises and Draft Community Vision Statement; **E)** Draft *Community Snapshot* Technical Memoranda; **F)** Final Draft *Community Snapshot* Report

Services provided by the City: Review and approve: **A)** *Regulatory Environment* Technical Memorandum; **B)** Online Community Survey Questions; **C)** *Community Snapshot* Draft Technical Memoranda; **D)** *Community Snapshot* Report

3.0: PLAN DIRECTION AND ASSUMPTIONS

Phase 3.0, *Plan Direction and Assumptions* summarizes and builds-off of what was learned from the Phase 2.0, *Community Snapshot* (Existing Conditions) Report and establishes the trajectory regarding how to accommodate growth to fit the desired future character of the City of Alvin, as summarized within the community's preferred Vision, as will be outlined within Phase 4.0, *The Future City* report, and subsequent implementation program (Phase 5.0). Phase 3.0 is the first step toward orienting the planning program toward the future and provides projections related to population growth and the likely sequencing of land development in the Planning Area. The report also provides optional growth scenarios regarding how the community may want to grow in the future with respect to varieties, intensities, and densities of land use, and multi-modal mobility alternatives. The Community's elected/appointed officials will have the opportunity to evaluate optional growth scenarios and choose a preferred path forward. As outlined in Section 1.2, the results of this phase will be repackaged to become the second half (Part 2) of Comprehensive Plan's Chapter 1, *Introduction*; and will provide the foundation for the Plan's Chapter 2, *The Future City*.

3.1 Population Projections

Utilizing multiple datasets (e.g., Texas Demographic Center, Texas Water Development Board, Brazoria County, Alvin ISD enrollment projections, etc.) as available, project population growth in five-year increments over the next 20+ years, to 2045. A compound annual growth rate (CAGR) will be established through which to normalize datasets and population projections.

3.2 Overview of Public Engagement

The Consultant will prepare a technical memorandum which will summarize the results of public engagement activities to date (e.g., Joint Workshops (2), small group listening sessions (8), CPAC meetings (2), TAC meetings (2); one-on-one meetings (8), Neighborhood Outreach meetings (4), Online Community Survey, and Community Open House (1); and key take-aways regarding the public's perception of current issues, potential opportunities, and challenges. Relevant quotations from Alvin's citizens will be identified and sprinkled throughout the Comprehensive Plan, to underscore the importance of key Plan strategies and recommendations.

3.3 Community Vision Statement

Working through the CPAC and then the first Community Open House, facilitate a series of discussions and exercises geared toward helping Alvin's citizens visualize and articulate the preferred character and vision for the future of their community. Based on the discussions with the CPAC and exercises conducted as part of the Community Open House, the Consultant will prepare a draft *Community Vision Statement*.

3.4 Strategic Perspectives

For each plan element developed within Phase 4.0, *The Future City*, five (5) to seven (7) guiding principles, and at least one (1) provisional goal will be identified that will drive the trajectory of the elements going forward.

- A. *Guiding Principles* – will provide the framework, both theoretical and practical, regarding how issues, challenges, and opportunities will be addressed and qualified. Guiding principles are ideas which influence or guide behavior and thinking in determining a path forward. They provide the general direction and foundation for developing goals and objectives, strategies, and courses of action.
- B. *Provisional Goals* - are the observable, measurable, and preferred result; having one or more actionable objectives to be achieved within a more or less fixed timeframe. For the purposes of this Comprehensive Plan, goals are phrased in a future tense, and characterize what the City will be like having achieved the goal.

3.5 Growth Sequencing Plan

With assistance and input from the Technical Advisory Committee (TAC) prepare a growth sequencing plan to depict areas projected to be developed within the Planning Area over the 20-year time horizon of the Comprehensive Plan. The timeframe will be subdivided into four, five-year planning periods to depict primary, secondary, tertiary, and future growth areas. Presumed land uses will be assigned to the development areas. The degree to which anticipated development (identified in the Growth Sequencing Plan) will fulfill the land use area requirements formulated in the existing land use analysis will be determined.

- A. Prepare Map X, *Growth Sequencing*

3.5 Planning Scenarios

Prepare up to two (2) alternative planning scenarios and compare to a likely “business as usual” growth scenario (three scenarios total). Following the Council Workshop presentation, develop a Preferred Planning Scenario, which may include elements drawn from each of the three scenarios.

3.6 Chapter 1, *Introduction* (Parts 1 and 2)

Beginning with the *Demographic Analysis* Technical Memorandum (Section 1.1), the elements characterized and produced within Phase 3.0, *Plan Direction and Assumptions*, will be compiled into a single document, the objective and focus of which will be to introduce Phase 4.0, *The Future City* report (Chapter 2). Chapter 1, *Introduction*, will be 20-25 pages in length and will be fully formatted with graphics, figures, tabular data, and maps to enhance public consumption.

3.7 Joint Workshop Presentation (2 of 4)

Present, in a Joint Workshop setting, the key focus areas included within Chapter 1, *Introduction*; including the alternative planning scenarios; with the objective of selecting a preferred scenario (or hybrid scenario therein) that will guide the development of Phase 4.0, *The Future City* (Plan Chapter 2), and Phase 5.0, *Implementation* (Plan Chapter 3) going forward.

Meetings: **A)** TAC Meeting No. 2 (of 3) to discuss the Growth Sequencing Plan; **B)** In-person meeting with City's Program Administrator to discuss Deliverables A – H; **C)** CPAC Meeting No. 3 (of 5); **D)** Joint Workshop No. 2 (of 4)

Deliverables: **A)** Population Projections; **B)** Public Engagement Technical Memorandum; **C)** Community Vision Statement; **D)** Strategic Perspectives (Guiding Principles and Goals); **E)** Growth Sequencing Plan; **F)** Planning Scenarios (3); **G)** Chapter 1, *Introduction* (Parts 1 and 2); **H)** Joint Workshop No. 2 (of 4) presentation materials

Services provided by the City: **A)** Schedule TAC Growth Sequencing Meeting No. 2 (of 3); **B)** Schedule CPAC Meeting No. 3 (of 5); **C)** review and approve Chapter 1, *Introduction*; **D)** Review and approve Joint Workshop presentation materials

4.0: THE FUTURE CITY

The Future City report will consist of several plan elements, each of which will be informed by their respective section of the *Community Snapshot* Report. Plan elements will be provided to the City's Program Administrator as largely unformatted technical memoranda, consisting of text narrative (including goals, objectives, strategies, courses of action, and policies), tabular information, relevant figures, and maps. Upon receipt of comments, the technical memoranda will be revised as appropriate, fully formatted, and combined into final draft Chapter 2, *The Future City*.

4.1 Growth Capacity and Infrastructure

Several conditions and factors can influence how and where physical growth and development occurs in a municipal planning area. To sustain gradual and deliberate growth within the City of Alvin will require preserving the intrinsic qualities that make the community unique; including its rural and environmental character. It will be important for the City of Alvin to consider ways in which it can employ both incentives and regulations to exert maximum influence over the direction, timing, pattern, mix and quality of new development within the City limits and its ETJ (Planning Area) – growth that will require the provision of public utilities and services in a cost-efficient manner; that in turn, may be catalytic in attracting businesses and people to the area.

- A. *Growth Capacity* - will identify the natural resources that give form and contribute to the community's character and should be preserved and enhanced. This element will also summarize options related to annexation and special district financing tools and ordinances potentially available to the City which may stimulate growth and expand its tax base.
- B. *Utilities Infrastructure* - Based on what was learned within the Task 2.6, *Utilities Infrastructure*, recommend a phased expansion program for the City's water storage and distribution system and sanitary sewer collection and treatment system; to ensure adequate potable water, water treatment, and transmission to likely future growth areas within the City limits and ETJ.
- C. Prepare and submit for review, the draft *Infrastructure and Growth Capacity* Technical Memorandum

4.2 Multimodal Transportation Systems

Informed by the *Community Snapshot* report, the *Multimodal Transportation Systems* element will focus on developing safe, efficient, and complete transportation corridors to accommodate increased trip generation. The element will provide strategies to promote efficient intra-city transportation, including managing access to properties adjacent to thoroughfares; improving level of service (LOS); addressing "hot spots," or areas that have been identified as contributing to congestion or impeded traffic flow; or areas where there have been repeated accidents; and ensuring there is a well-defined hierarchy of street types, with regard to functional classification.

1. *Thoroughfare Plan* - will be prepared and will identify transportation-related improvements needed to meet projected long-term growth within the Planning Area. The Thoroughfare Plan is not a list of construction projects, but rather serves as a tool to enable the City to preserve future corridors for transportation system development as the need arises. The Thoroughfare Plan will affect the growth and development in the Planning Area as it guides the future development of the City's street network.
2. *Active Transportation Plan* - will ensure there are equitable and safe options for pedestrian and bicycle circulation, from points of origin to key destinations. An Active Transportation Plan will be developed that will provide safe, on-street, shared-use pedestrian access and connectivity along principal thoroughfares and will also identify opportunities for off-street recreational trails.
3. Prepare and submit for review, the draft *Multimodal Transportation Systems* Technical Memorandum

4.3 Future Land Use

The *Future Land Use* element will serve as a guide for defining the character of development within and around the City. It will identify undeveloped or redevelopable lands in the Planning Area that are suitable for various types of uses. The *Future Land Use* element will be composed of text and maps – the text will include policies that need to be applied in order to bring about the desirable types and mixes of land uses in the City, while the maps will illustrate the spatial application of these policies. Together, the policies and associated Map X, *Future Land Use*, will be the centerpiece of the Plan.

1. *Land Use Designations* – The *Future Land Use* element will identify and use broad land use designations to characterize types of development proposed for the Planning Area, and will likely include -
 - Rural / Undeveloped
 - Residential, Single Family Detached
 - Residential, Missing Middle
 - Residential, Multi-Family
 - Commercial, Neighborhood

- Commercial, General
 - Commercial, Central Business District
 - Public / Institutional
 - Business Park
 - Parks / Open Space
2. *Character Classifications* - A character-based approach to community planning looks beyond the basic designation and use of land to consider the scale, placement and design of buildings and associated planning of sites, as well as the aggregation of uses within neighborhoods, districts, and corridors. Whether new development or redevelopment, and whether private or public construction, the pattern of land use – including its intensity, appearance, and physical arrangement on the landscape – will determine the character and will ultimately contribute to the image of the entire community over the long term. Character classifications will likely include:
 - Rural
 - Suburban
 - Auto-Urban
 - Urban Mixed-Use
 3. Map X, *Future Land Use* – Along with the technical narrative summarizing the land use designations and character classifications, the *Future Land Use Map* will depict character areas and 2045 horizon year land use area requirements previously identified in the *Land Use and Community Character* section (2.2C).
 4. Prepare and submit for review, the draft *Future Land Use* Technical Memorandum

4.4 Public Facilities and Services

The purpose of this Plan element is to provide strategies and recommendations to ensure that public services and facilities adequately serve the needs of residents and businesses within the City of Alvin and Planning Area. Police, Fire, and EMS service areas will be projected across areas slated for new development to ensure acceptable response times.

1. Prepare and submit for review, the draft *Public Facilities and Services* Technical Memorandum

4.5 Parks, Recreation, Trails, and Open Space

This section will summarize the findings from the Demand-based, Standards-based, and Resources-based Assessments; and will include strategies and recommendations geared toward expanding the City's network of parks and facilities, as well as recreational programming to support the recreational demands of Alvin's future population.

1. Prepare and submit for review, the draft *Parks, Recreation, Trails, and Open Space* Technical Memorandum

4.6 Sustainability

Based on the scores developed during the Phase 2.0, *Community Snapshot*, as summarized in the *Community Snapshot* Report, strategies and recommendations will be geared toward quantitatively increasing the scores for each category of the USGBC's LEED v4.1, *Cities and Communities: Existing Cities* Scorecard

1. Prepare and submit for review, the draft *Sustainability* Technical Memorandum

4.7 Housing and Neighborhoods

1. Prepare and submit for review, the draft *Housing and Neighborhoods* Technical Memorandum

4.8 Historic Preservation

Strategies and recommendations for enhancing historic integrity and promoting historic resources for the purposes of placemaking, cultural/heritage tourism, and economic development will be formulated.

1. Prepare and submit for review, the draft *Historic Preservation* Technical Memorandum

4.9 Chapter 2, The Future City

Following City review and any revisions required, the technical memoranda will be combined and fully formatted, according to the brand guidelines previously summarized in Section 0.2B, and the graphic conventions utilized for Chapter 1, *Introduction*. Chapter 2, *The Future City* will be prefaced by Chapter 1, *Introduction*; and followed by Chapter 3, *Implementation*. Together, these three chapters will compose the City of Alvin's Comprehensive Plan.

Meetings: **A)** Convene teleconferences with the City's Program Administrator to present and discuss each plan element Technical Memorandum; **B)** In-person meetings with the City's Program Administrator to discuss the first four (4) plan elements composing Chapter 2, and then the second four (4) plan elements composing Chapter 2; **C)** CPAC Meetings 4 and 5 (of 5); **D)** TAC Meeting No. 3 (of 3)

Deliverables: **A)** Thoroughfare Plan; **B)** Active Transportation Plan; **C)** Phase 4.0 Plan Element Technical Memoranda and associated maps; **D)** Future Land Use Map; **E)** Chapter 2 Plan Elements; **F)** Draft Chapter 2, *The Future City*

Services provided by the City: **A)** Schedule CPAC and TAC meetings; **B)** Review and approve Chapter 2, *The Future City* report

5.0: IMPLEMENTATION

5.1 Plan Administration

Administering the post-adoption activities associated with this Plan will require educating emerging leaders about the Plan's recommendations; further defining roles of municipal leadership (e.g., City Council, Planning Commission, and City staff); monitoring the plan, including periodic check-ups and tracking of indicators to measure implementation progress; and setting-up a Plan amendment process, because comprehensive plans must be updated on a regular basis in order to stay abreast of changing conditions and needs. Chapter 3, *Implementation*, will provide guidance and direction regarding these and other administrative issues.

5.2 Implementation Action Table

An Implementation Action Table will supplement Chapter 3, *Implementation*, and will provide additional information for programming, scheduling, and budgeting the strategies and recommendations formulated as part of this planning program. Within the Table, each strategy and action will include the following:

- A. *Implementation Timeframe* - with regard to when the strategy should be implemented, and will include:
1. Short-term (0-4 years) – although completion may extend across a larger timeframe. These are the City's top priorities
 2. Mid-term (5-10 years) - initiation may depend in part on the completion of short-term priorities
 3. Long-term (10+ years) - Actions that are projected to be implemented beyond 10 years and require the completion of multiple preceding activities
 4. Ongoing (0-10+ years) - Actions which may apply to the entire planning period, or which may occur incrementally or on a recurring basis.
- The level of prioritization illustrated in the Implementation Action Table is intended as a decision-making guide. Any study action may be initiated sooner than recommended if unique circumstances or opportunities arise.
- B. *Implementation Actions by Type* - In addition to timeframe, the Implementation Action Table will identify key actions that will be required to implement the Plan's capital projects and programs, including:
1. *Financial Investment* – Anticipating and adequately budgeting for major capital projects will be essential to implementing this Plan. Likewise, decisions regarding the prioritization of proposed capital improvements should reflect the direction and priorities of this plan.
 2. *Partnerships and Coordination* – Some community initiatives identified in this Plan cannot be accomplished by City government on its own. They may require direct coordination, intergovernmental agreements, or funding support from other public entities or levels of government. Additionally, the unique role of potential private and non-profit partners to advance the community's action agenda should not be underestimated.

3. *Policies and Programs* - As part of Comprehensive planning program may require initiating new, or adjusting existing City policies or programs; expanding community outreach efforts; or providing specialized training to accomplish a priority objective more promptly and/or effectively.
 4. *Regulations and Standards* – Having the appropriate regulations and associated development criteria and technical engineering standards in place is fundamental to ensuring that the form, character, and quality of development reflect the City's planning objectives. While regulations and standards should advance the community's desire for quality development outcomes, they should not delay or interfere unnecessarily with appropriate new development or redevelopment that is consistent with plan principles and directives.
 5. *More Targeted Planning* - Additional study or examination will be required to determine the best result. Various areas of City governance require more detailed study and planning, especially as required to qualify for external funding opportunities. These studies involve targeted planning work at a "finer grain" level of detail than is appropriate for comprehensive planning purposes (e.g., utility master plans, cost of growth assessments). As such, some parts of this Plan will be implemented only after some additional planning or special study to clarify next steps and associated costs and considerations.
- C. *Action Leaders* – Different strategies will require the leadership of different governmental, quasi-governmental, and private sector entities. The Implementation Action Table will identify the key Action Leaders that will need to be involved in advancing Plan recommendations.

Meetings: **A)** Convene an in-person meeting with the City's Program Administrator to discuss draft Chapter 3, *Implementation*; **B)** Joint Workshop (3 of 4) to summarize Chapter 2, *The Future City*, and engage in a strategy prioritization exercise

Deliverables: Draft Chapter 3, *Implementation*

Services provided by the City: **A)** Review and approve draft Chapter 3, *Implementation*; **B)** Review final draft of Chapter 2, *The Future City* report; and **C)** Schedule the Joint Workshop (4 of 4) and public hearing for a presentation of the Final draft Comprehensive Plan, prior to adoption

6.0 Schedule

As indicated in the Timeline, within the Consultant's Proposal, Comprehensive Plan development will span a 11 to 12-month planning period; which will be followed by a two-month period for a public hearing and Plan adoption. This will be reflected in the Project Schedule when it is developed (refer to 0.1C).

City of Alvin, Texas
COMPREHENSIVE PLAN

EXHIBIT B: SUPPORT SERVICES BY THE CITY

The City of Alvin Economic Development Department (hereafter, the City) will provide administrative and technical support to assist Baxter & Woodman, Inc. (hereafter, the Consultant) in performing the services described in Exhibit A, *Scope of Services*. The support services provided by the City will include the following tasks:

1. Identify a single individual as the City's Program Administrator, who will serve as the principal point of contact and source of day-to-day program direction.
2. All existing information, data; maps (GIS geodatabase files); aerial imagery; relevant previous reports, plans, and studies; engineering standards, and ordinances; and any information required from third-party sources, including the Alvin Independent School District (ISD), Brazoria County Appraisal District, Brazoria County Conservation and Reclamation District 3, and the Houston-Galveston Area Council (H-GAC), which is deemed useful for carrying out the work on this project, and which is reasonably accessible to the City shall be furnished to the Consultant at their request, in the preferred format (digital and/or printed), in a timely manner. The completion of the services to be performed by the Consultant under this Professional Services Agreement is contingent upon the timely receipt of information from the City, at no cost to the Consultant. The Consultant will provide a formal Request for Information (RFI) and a SharePoint link for the City to upload information.
3. Assist the Consultant in organizing and setting-up the Comp Plan Advisory Committee (CPAC) and Technical Advisory Committee (TAC), including sending invitations (a template of which will be provided by the Consultant), scheduling meetings, arranging meeting venues, and sending meetings reminders.
4. In coordination with the Consultant, establish contacts and schedule meetings with departmental officials, Planning Commission and individual commissioners, Mayor and City Council members, joint workshops (City Council and Planning Commission) and others. Ensure that key City personnel will participate in the planning and design program as needed, including community open houses and other events.
5. In coordination with the Consultant, send departmental questionnaires to Department heads; and delivering responses to the Consultant.
6. In coordination with the Consultant, establish contacts, schedule, arrange meeting venues, and coordinate all one-on-one meetings (up to 8), small group listening sessions (up to 8), neighborhood outreach meetings (4), and provide furniture (e.g., tables, chairs, easels, flip charts, white boards, as needed); and refreshments and snacks, as appropriate.
7. Conduct all public information activities in conjunction with the project, including press releases and social media posts; advertising the online community survey, neighborhood outreach meetings, community open houses, and any other public events.
8. Work with the City's Webmaster to coordinate links from the City's official website to the project webpage.
9. Review all deliverables produced by the Consultant in a timely manner (within five to seven business days) and provide written comments. The Consultant will immediately respond to the City's comments and within one week will resubmit revised products and deliverables to the City for final review. The Consultant will respond to no more than two rounds of comments from the City (preliminary draft and final draft).
10. Reproduce and forward draft project deliverables submitted by the Consultant to City staff and officials as deemed appropriate. The City will be responsible for internally distributing all project information.
11. Attend all Consultant-initiated meetings and teleconferences related to the project, as identified within Exhibit A, *Scope of Services*; including kick-off teleconference and meeting; capital partnership meetings; meetings with other City departments; joint workshops; and other meetings, as deemed appropriate.
12. The City will provide all audio-visual (AV) equipment for public meetings, as requested by the Consultant, including high-lumen LCD projector, extension cords, screen, and laser pointer.

**City of Alvin, Texas
COMPREHENSIVE PLAN**

EXHIBIT C: BASIS OF COMPENSATION

<u>Phase / Task</u>	<u>Subtotal Amount</u>
0.0 Project Administration & Management	\$ 2,180.00
0.3 Public Engagement	\$ 40,100.00
1.0 Introduction	\$ 18,420.00
2.0 Community Snapshot (Existing Conditions)	\$ 29,870.00
3.0 Plan Direction and Assumptions	\$ 17,260.00
4.0 The Future City	\$ 93,710.00
5.0 Implementation	\$ 17,660.00
Subtotal:	\$219,200.00
TOTAL:	\$219,200.00



RFP 24-02
Comprehensive Plan Update Consulting Services

Proposal Cover Sheet
Due Date: Tuesday, May 7, 2024, by 2:00 p.m.

Baxter & Woodman, Inc.

Name of Firm/Company

Mike Kurzy, PE, Principal-In-Charge/Executive Vice President

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

11450 Compaq Center Drive West, Suite 660, Houston, TX 77070

Mailing Address City State Zip

281-350-7033

Telephone Number

mkurzy@baxterwoodman.com

Email Address

A handwritten signature in blue ink, appearing to read "Mike Kurzy", written over a horizontal line.

Authorized Signature

May 7, 2024

Date

Proposal Submission Checklist

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

May 7, 2024

REQUEST FOR PROPOSAL 24-02

Comprehensive Plan Update Consulting Services



Submitted by:

BAXTER & WOODMAN
Consulting Engineers

24285 Katy Freeway, Suite 550, Katy, TX 77494

Aaron Tuley, AICP, ENV SP | 346.415.4584 | atuley@baxterwoodman.com

May 7, 2024

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

Subject: City of Alvin - Request for Proposal 24-02 Comprehensive Plan Update Consulting Services

Dear Ms. Roberts:

We understand the services outlined in the Request for Proposals (RFP) and have prepared a proposal that focuses on engaging your community in a future-oriented planning program. Our approach includes:

- A **forward-thinking** Plan that is specific to the City of Alvin, tailored to address the issues, challenges, and opportunities facing your community, and harnessing its full potential.
- An **implementation-focused** Plan consisting of realistic and realizable projects that can be programmed in to departmental service plans and the City's Capital Improvement Program (CIP).
- A **robust community engagement program** tailored to residents often left out of the process, to ensure that the Plan illuminates and is driven by the needs and desires of your community.

We propose Aaron Tuley, AICP, ENV SP, to lead this planning effort and will serve as the Project Manager and principal point of contact. Aaron has over 30 years' experience in land, urban, and community planning. In a former practice, Aaron prepared the City of Alvin's last Comprehensive Plan Update as well as the City's Parks and Recreation Master Plan. Aaron knows your community and appreciates what it is capable of becoming. Aaron has worked with your residents to formulate achievable results in the past.

With the breadth of resources provided by his colleagues at Baxter & Woodman, we can craft a Plan that focuses on illuminating Alvin's greatest resources – its people and sense of community. The City has good bones. Its urban core has the requisite infrastructure, parks, and urban forest canopy to make it a very desirable place, where one can do all of the things associated with living a good life and raising a family. Armed with community-driven guiding principles, this Plan should focus on accommodating growth with residential infill and redevelopment, and neighborhood commercial to create a truly walkable, safe and healthy community – a city within a park!

We look forward to the opportunity to help shape Alvin's future. If you have any questions, please contact Project Manager Aaron Tuley, AICP at 346.415.4584 or via email at atuley@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Mike Kurzy, PE
Principal-In-Charge/Executive Vice President



Aaron Tuley, AICP, ENV SP
Project Manager



City of Alvin
Request for Proposal No. 24-02
Comprehensive Plan Update Consulting Services

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A. RECENT COMPREHENSIVE PLANNING EXPERIENCE

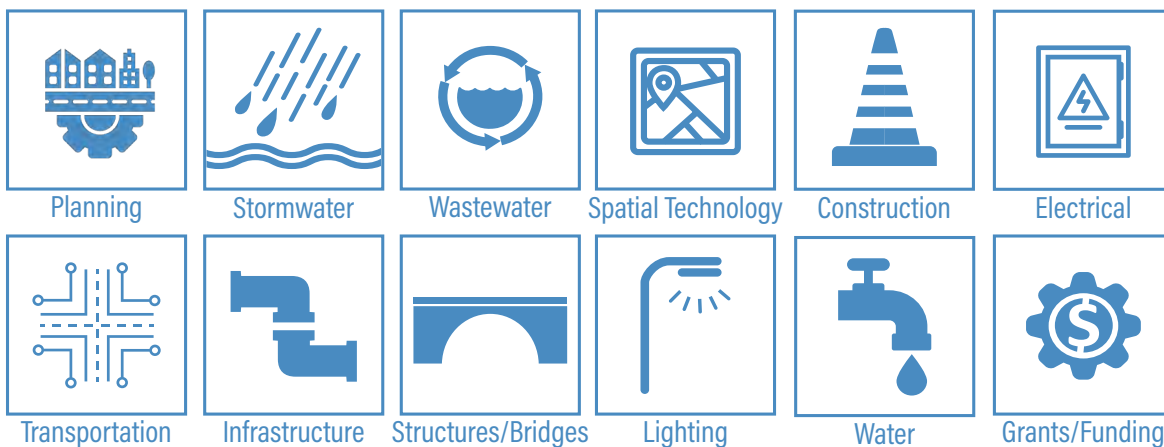
Firm Overview

Founded in 1946, Baxter & Woodman, Inc. provides consulting engineering, planning, and technology services to municipalities, state agencies, county governments, and sanitary districts throughout Texas, Illinois, Wisconsin, and Florida.



Services Overview

Our experience includes planning, design, construction, and technology services for water, wastewater, stormwater, and transportation facilities for municipalities, counties, state agencies, and more. Environmental, geographic information systems (GIS), water and wastewater operations, and advanced technology applications complement the firm's civil engineering expertise. The company has several subsidiaries including ones focused on Natural Resources, Municipal Technology, and Design-Build project delivery. We offer a full range of municipal services from project inception to construction close-out. All necessary engineering services can be provided in-house with the exception of geotechnical engineering.



Our Team

Our combined work force totals 400+ talented individuals including wastewater, civil, transportation, mechanical, structural, electrical, and environmental engineers. The engineering staff is supported by trained technicians, licensed water and wastewater operators, licensed electricians, registered surveyors, GIS/GPS analysts, CAD operators, construction inspectors, and administrative assistants.

Regional Offices

Baxter & Woodman's 15 regional offices provide our clients with local presence and responsive service. Our team offers services that expand well beyond typical engineering consulting. We are committed to building community value with each and every project we complete.

BAXTER & WOODMAN STAFF		
Total Staff Members: 403		
Total Engineering Staff: 206		
TRANSPORTATION 33	STRUCTURAL 6	PLANNING 7
INFRASTRUCTURE 20	ELECTRICAL 12	SURVEY 6
STORMWATER 29	GEOLOGIST 2	CONSTRUCTION 61
WATER/ WASTEWATER 52	SPATIAL TECHNOLOGY 9	SCADA/ CONTROLS 37

As of 06/2023

Community & Urban Planning



Communities rely on planners to determine how to accommodate and manage projected growth and oversee organized development and redevelopment so that the provision of public facilities and services can remain ahead of the needs of the citizens.

Planners help clarify a community's preferred vision for the future, characterize an area's physical form and development, and schedule investment into subsequent infrastructure systems. This helps create a greater level of predictability for residents, land owners, developers, and potential investors.

In the final analysis, cultivating community attributes is important to enhance quality of life and improve economic well-being in the places where we live, work, and play. Baxter & Woodman's Planning staff can help you with these important services:



Land & Community Planning

- Comprehensive Plans
- Land Use Maps
- Strategic Plans
- Cultural Plans
- Parks & Recreation Master Plans
- Downtown/Special District Plans
- Asset Management Programming



Public Outreach/Engagement

- Visioning
- Social Media
- Web-Based Communications
- Community Surveys
- 2D & 3D Graphic Renderings
- Open Houses & Workshops
- Tactical Urbanism Demonstrations



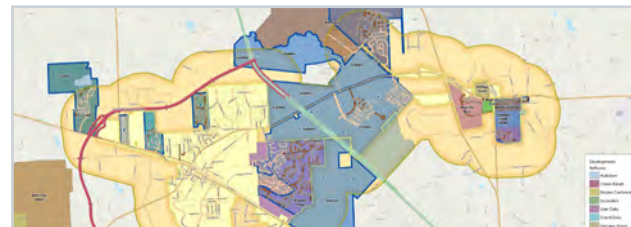
Mobility Planning

- Thoroughfare Plans
- Vision Zero Plans
- Access Management
- Corridor Studies
- Multi-Modal Master Plans
- Active Transportation Plans
- Complete Streets



Implementation

- Unified Development Codes
- Zoning & Subdivision Regulations
- Staff Augmentation
- Program Management
- Development Oversight
- Capital Improvement Programs
- Grant Writing



What are the benefits of Participatory Planning?

- Builds upon collective strengths and shared resources
- Encourages community buy-in and ownership
- Promotes public transparency
- Brings together a broad range of people
- Facilitates partnerships and builds capacity
- Saves time and resources
- Fosters innovation



COMPREHENSIVE PLANNING EXPERIENCE

A Comprehensive Plan is a policy document designed to provide guidance for the future growth decisions and actions of a community. The Plan defines the community's vision for a preferred future and identifies long-term, achievable goals and objectives for all the activities administered and conducted by the local government and its partners and benefactors. As a road map, a community's Comprehensive Plan provides continuity across time, spans political terms, and provides successive public bodies a common framework, grounded in community-driven principles, for protecting valued community resources and public investments, and addressing land-use issues over a 10- to 20-year timeframe.

Comprehensive Plans analyze the systems and operational processes, which enable a governmental body to function, including land use, transportation, utilities infrastructure, parks and recreation, housing and neighborhoods, public facilities, hazard mitigation and resilience; economic

development; sustainability; community character and placemaking; and more. A Comprehensive Plan provides a governing body with a broad overview of its community and the systems therein; in order to develop strategies and recommendations regarding how the community should grow while enhancing quality of life, preserving community character and the place-based qualities that make it unique.

Baxter & Woodman planners begin all Comprehensive Plans by first listening to the needs and concerns of those with whom they are working. A public engagement program is developed to provide citizens the opportunity to brainstorm, debate, and discuss the future of their community throughout the development of the Plan. A process is formulated to illuminate a wide range of interconnecting issues that may affect an urban area. While each step can be seen as interdependent, the planning process is iterative and can increase in specificity as more information is gathered and analyzed.



PROJECT EXPERIENCE			PUBLIC ENGAGEMENT					DEMOGRAPHICS			PLAN ELEMENTS														
PROJECT	ADOPTED	POPULATION (2023)	Open Houses	Stakeholder Listening Sessions	Community Surveys	Project Website	Joint Workshops	Demographic Analysis	Psychographic Analysis	Population Projections	Growth Capacity	Utilities Infrastructure	Parks and Recreation	Transportation	Active Transportation	Housing and Neighborhoods	Land Use / Zoning	Community Character and Placemaking	Economic Development	Sustainability and Resilience	Community Health and Well-being	Special District or Catalyst Site	Implementation		
Michigan City, IN	2018	32,069	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●		
McComb, MS	2016	11,949	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●		
Columbus, NE	2018	24,193	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●		
Murfreesboro, TN	2017	116,218	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●		
Alvin, TX	2014	28,377	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●		
Bellaire, TX	2015	16,586	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●		
Cuero, TX	2013	8,307	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●		
Dickinson, TX	2023	22,177	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●		
Stafford, TX	2015	16,859	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●		
Plainview, TX	2013	19,270	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●		

B. CONSULTANT WORK APPROACH

Baxter & Woodman understands that the City of Alvin wants to engage in a community-driven comprehensive planning program to guide and direct how the community grows over the next 10 to 20 years. The resulting Comprehensive Plan will embrace a systems approach to evaluate the City's utilities infrastructure, vehicular and active transportation facilities, municipal services, and network of parks and trails and ensure those systems maintain the requisite capacity to support the City's current and projected population through Horizon Year 2035 and beyond. Based on the community's vision for the future, the Plan will recommend and prioritize implementable strategies and actions to realize preferred outcomes.

In contrast to the City's previous Comprehensive Plan, which provides summaries of existing conditions and recommendations of municipal infrastructure on a plan element by element basis, Baxter & Woodman proposes a future-oriented, integrated approach whereby each phase of investigation and analysis builds off what was learned in the previous phase.

Baxter & Woodman's future-oriented *Existing City - Future City* Planning Approach consists of five principal phases, each of which is summarized in the infographic to the right.

A robust public engagement program will be interwoven throughout each phase to ensure a community-driven planning program.



Phase 1.0, Introduction

The first phase of the planning program will involve several internal pre-planning and administrative tasks, and will involve working with City staff to collect information, establish communications protocol, commence with public engagement activities, confirm client expectations, prepare base maps, conduct tours of the Planning Area (City Limits and Extraterritorial Jurisdiction), develop a photographic library of the community, and draft the first part of Chapter 1, *Introduction*.

TASK 1.1, COMMUNITY PROFILE

Using the 2020 U.S. Census' American Community Survey and ESRI Business Analyst psychographic data, prepare a demographic profile for the City of Alvin, which will summarize data related to forecasts and trends in population growth, income and housing; diversity and education; age and family composition; and will include comparisons to state and national trends. As an interim deliverable, Community Profile technical memorandum will be prepared consisting of infographics and technical data, for City staff to review.

TASK 1.2, CHAPTER 1, INTRODUCTION

Will summarize the purpose of the Comprehensive Plan, describe the State enabling authorities for municipal planning, provide an overview of the City's geographic context and history, the City's achievements over the last five years, and will include the demographic analysis prepared within Task 1.1, *Community Profile*. Later in the planning process, draft Chapter 1 be amended to include a summary of future-oriented tasks prepared

in Phase 3.0, including *Population Projections* (refer to Task 3.1); provide an overview of what was learned throughout the *Public Engagement* program (refer to Task 3.2); and include the Plan's Strategic Perspectives, including the community's Vision Statement (prepared in conjunction with the CPAC – refer to *Public Engagement*, Task 3.2), and the Plan's provisional *Goals* (refer to Task 3.3).



Phase 2.0, Community Snapshot (Existing Conditions)

The Community Snapshot phase and resulting technical report will provide an overview of existing conditions within the City of Alvin and Planning Area.

TASK 2.1, REGULATORY REVIEW

The Baxter & Woodman team will review the City's development regulations and standards, including its Code of Ordinances and Engineering Standards Manual, to analyze procedural requirements, land development regulations, gaps in the provision of regulations, trends and patterns in requests for variances, etc., with the intention of determining inconsistencies and places where regulations may perpetuate unfavorable development outcomes and prevent the community from achieving its preferred future character, as described within the Plan's Vision Statement. Task findings will be summarized first in a technical memorandum, for City staff review, and then will be added to the Community Snapshot report.



TASK 2.2, COMMUNITY SNAPSHOT REPORT

The Report will provide an overview of the current status of key project tasks (plan elements) identified in the RFP's Scope of Work. Because this report represents current existing conditions in Alvin and the Planning Area, it will be prepared either as a stand-alone technical document, or it may be included with the Comprehensive Plan as an appendix.

Phase 3.0, Plan Direction and Assumptions

Building off of what was learned during Phase 1.0, *Community Snapshot* (existing conditions), the *Plan Direction and Assumptions* phase establishes the trajectory regarding how the desired future character of Alvin will be realized according to the community's preferred Vision and provisional Goals. This phase is meant to bridge *The Existing City*, as described in Phase 2.0, *Community Snapshot*, and *The Future City*, which will function as the Comprehensive Plan's roadmap, which will be described in detail within Phase 4.0, *The Future City*, and the subsequent *Implementation* program (Phase 4.0). Key future-oriented tasks associated with Phase 3.0 include the following:

TASK 3.1, POPULATION PROJECTIONS

Utilizing multiple datasets, as available, a projected population will be developed for the Planning Area. A Compound Annual Growth Rate (CAGR) will be calculated to normalize available data sets in order to project population growth in five-year increments over the next 20+ years.

TASK 3.2, PUBLIC ENGAGEMENT TECHNICAL MEMORANDUM

The results of the public engagement activities described in Scope of Work Item 9, Public Engagement (page 14), will be compiled into a technical memorandum that summarizes key feedback notes and survey responses. The memorandum will also include charts, diagrams, and infographics to showcase the community's desired outcomes of the Comprehensive Plan.

TASK 3.3, STRATEGIC PERSPECTIVES

Based on the Plan's public engagement program, we will prepare a draft Vision Statement, which will summarize the community's preferred future character for the City of Alvin. Guiding Principles will provide the framework, both theoretical and practical, regarding how issues, challenges, and opportunities will be addressed and qualified in the Plan. Provisional Goals will be drafted and will state the observable and measurable result of Plan strategies and recommendations; and will include one or more objectives to be achieved within a more or less fixed timeframe.



TASK 3.4, GROWTH SEQUENCING PLAN

With assistance and input from the Technical Advisory Committee (refer to Public Engagement, Task Scope of Work No. 9) prepare a growth sequencing plan to depict areas projected to be developed within the Planning Area over a 20-year time horizon. The timeframe will be subdivided into four, five-year planning periods to depict primary, secondary, tertiary, and future growth areas. Assign Presumed land uses will be assigned to key development areas. The degree to which anticipated development will fulfill the land use area requirements formulated in the *Future Land Use* analysis (refer to Plan Elements, Scope of Work No. 3) will be determined.

TASK 3.5, GROWTH SCENARIOS

Based on the horizon year land use area requirements and growth sequencing plan up to three (3) growth scenarios will be developed for accommodating population and economic growth and change, one of which will be a "business as usual" scenario. The growth scenarios will be presented to the Planning Commission and City Council during the second Joint Workshop to determine the preferred direction before embarking upon Phase 4.0, *The Future City*.

Phase 4.0, The Future City

Phase 4.0, *The Future City*, and subsequent report, will lay the groundwork for how to achieve the community's vision for the future of the City of Alvin, and will include sections on growth capacity and utilities infrastructure; vehicular and active transportation; future land use and community character; public services and facilities; parks and recreation. The Future City report will become the second chapter of Alvin's Comprehensive Plan. The chapter will be prefaced by Chapter 1, *Introduction*; and followed by Chapter 3, *Implementation*.



TASK 4.1, CHAPTER 2, THE FUTURE CITY

This will formulate the strategic improvement program focused on the elements mentioned above. This chapter is a roadmap composed of realistic strategies and recommendations for incremental growth of what the community wants to become through preserving the intrinsic character, natural, cultural, and historic (heritage) resources that need to be preserved, managed, and promoted while identifying areas for development.

Phase 5.0, Implementation

Phase 5.0, *Implementation*, will provide instruction regarding how to administer and update the Comprehensive Plan over time, to ensure it remains relevant; and to develop a prioritization and implementation program for achieving the Plan's strategies and recommendations, as identified within Chapter 2, *The Future City*.



TASK 5.1, PLAN ADMINISTRATION

Administering the post-adoption activities associated with this Plan will require educating emerging leaders about the Plan's recommendations; further defining roles of municipal leadership (e.g., City Council, Planning Commission, and City staff); monitoring the plan, including periodic check-ups and tracking of indicators to measure implementation progress; and setting up a Plan amendment process. Chapter 3, *Implementation*, will provide guidance and direction regarding these and other administrative issues.

TASK 5.2, IMPLEMENTATION ACTION TABLE

An Implementation Action Table will supplement Chapter 3, *Implementation*, and will provide additional information for programming, scheduling, and budgeting the strategies and recommendations formulated as part of this planning program. Within the Table, each strategy and action will include an implementation timeframe (short-term, mid-term, and long-term), implementation actions by type, including financial investments; partnerships and coordination; policies and programs that may be required; regulation and standards changes; actions that need more targeted planning; and action leaders to aid in the implementation of Plan recommendations.

TASK 5.3, CHAPTER 3, IMPLEMENTATION

Will be composed of Task 5.1, *Plan Administration*, and Task 5.2, *Implementation Action Table*. The chapter will provide a step-by-step, prioritized series of actions to achieve the Plan's strategic objectives over the next 15 to 20 years. It also prescribes how the Comprehensive Plan should be administered and updated over time to retain its relevance and viability during a rapidly changing environment.

Scope of Work - Key Project Tasks (Plan Elements)

The Baxter & Woodman Planning Team has extensive experience in developing realistic and implementable strategies for improving the plan elements identified within the City of Alvin's Comprehensive Plan RFP. The following narrative provides an overview regarding how we would address key plan elements, both within the *Community Snapshot* (existing conditions) and *The Future City* phases of work, as described in our Consultant Work Approach section of this proposal.

- 1. Utilities Infrastructure** - The City's utilities, with regard to potable water supply, wastewater treatment, and storm drainage infrastructure will be analyzed, with regard to current system transmission and treatment capacity, condition, geographic coverage, and need for remedial improvements (i.e., inflow and infiltration, areas that are prone to flooding) and the ability to support the City's projected population. Maps will be prepared to delineate the locations of utility lines and locations where the systems can be expanded to support additional growth. To advance

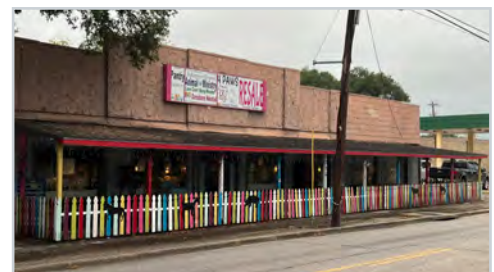


sustainability and resilience best practices, Low Impact Development (LID) strategies, tools, and techniques will be integrated into stormwater management recommendations. Proposed improvements will be incorporated into a Capital Improvements Plan update.

2. Multimodal Transportation Systems - Utilizing transportation-related information obtained from the Texas Department of Transportation (TxDOT), Houston-Galveston Area Council (H-GAC), Brazoria County, the City of Alvin, and other sources, Baxter & Woodman will analyze the City's thoroughfare network in terms of functional classification, right-of-way widths, average annual daily traffic counts (AADT), level of service (LOS), trip generation, and vehicular crash data to identify and address traffic problem areas ("hotspots"); traffic-sheds and bottlenecks; and thoroughfares in need of expansion. The presence and condition of pedestrian infrastructure, including sidewalks, shared-use paths, and off-street recreational trails will also be inventoried; analyzed and mapped, in terms of access, connectivity, condition, and safety.

Informed by the *Future Land Use Map* (refer to item 3, below), the *Transportation* element within Chapter 2, *The Future City*, will focus on developing safe, efficient, and complete transportation corridors to accommodate increased trip generation. The element will provide strategies to promote efficient intra-city transportation and improve level of service (LOS). A *Thoroughfare Plan* will be prepared that will identify vehicular transportation-related improvements needed to meet projected long-term growth within the Planning Area. An *Active Transportation Plan* will be developed to depict proposed bicycle and pedestrian improvements within the Planning Area.

3. Current and Future Land Use - Utilizing conventional land use designations and graphic standards, a map will be prepared depicting existing land uses within the Planning Area. The *Existing Land Use* element will also include public (City-owned, other) lands, undeveloped and redevelopable parcels in the Planning Area. Land uses will be aggregated into community character classifications as appropriate. Existing land use areas (in acres) will be calculated for the lands within the Planning Area, and then divided by the existing population to determine a base year (2024) per capita area for each land use. As summarized in Phase 3.0, *Plan Direction and Assumptions*, population projections will be developed for the lands within the City Limits and the Planning Area. A Compound Annual Growth Rate (CAGR) will be calculated to normalize available data sets in order to project population growth in five-year increments over the next 20+ years.



The *Future Land Use* element will serve as a guide for defining the location and character of future development within the City Limits and Planning Area. The *Future Land Use* element will identify and use broad land use designations to characterize types of development proposed for the Planning Area. The base year (2024) per capita land use areas will then be multiplied by the 2035 projected population to determine estimated land use areas required to accommodate the horizon year population. Up to two growth scenarios will be developed. Incorporating land use designations and character areas, a Future Land Use Map will be prepared.

4. Public Facilities and Services - Public services, with regard to Police, Fire, and Emergency Medical Services (EMS) will be analyzed to determine response time; ISO rating, etc. The condition and functional adequacy of office and maintenance facilities, personnel, and equipment to serve the needs of residents and businesses within the City of Alvin and Planning Area will also be analyzed.

5. Parks, Trails, and Open Space - Using National Recreation and Parks Association (NRPA) and Texas Parks and Wildlife Department (TPWD) assessment practices (at minimum, demand-based, standards-based, and resources-based assessments) the City's parks, facilities, and recreational offerings will be analyzed to ensure they adequately service the needs of those who reside in the Planning Area.

6. Sustainability - While sustainability principles and best practices will be woven throughout the elements that compose the City of Alvin's Comprehensive Plan, a specific plan element will be dedicated to implementable sustainability best practices, regarding overcoming community disparities and ensuring equity in the provision of services, particularly for traditionally underserved areas in the community; with an emphasis on health and resilience, energy consumption, procurement practices, GHG emissions reductions (mitigation), climate change adaptation,

7. Housing and Neighborhoods - The City's current housing stock, with regard to condition, typologies, price points, and densities will be analyzed in terms of affordability (defined as less than 30 percent of household income), condition, and marketability; and compared to regional and national housing trends; with the objective of determining what guidelines and incentives the City can implement to ensure that the provision of housing typologies is consistent with local and regional demand.



8. Historic Preservation – Utilizing the National Register of Historic Places, the Texas Historical Commission's (THC) Texas Historic Sites Atlas, and other relevant databases, historically significant resources (e.g., sites, structures, districts, corridors, and landscapes) within the Planning Area will be identified and assessed in terms of integrity and the condition of extant contributing features and elements. Plans for promoting historic resources for the purposes of cultural/heritage tourism and economic development will be formulated.

9. Public Engagement - Targeted public engagement activities will occur throughout the development of the Comprehensive Plan and will be designed to both educate and inform stakeholders about the planning process; as well as provide the project team with opportunities to interface with the general public and listen to their interests and concerns about the future of their community. The Public Engagement Plan (PEP) will identify several opportunities/venues to engage Alvin's residents. All visits to the City of Alvin would include meetings with City staff (for proposed schedule of public meetings, refer to Project Schedule).

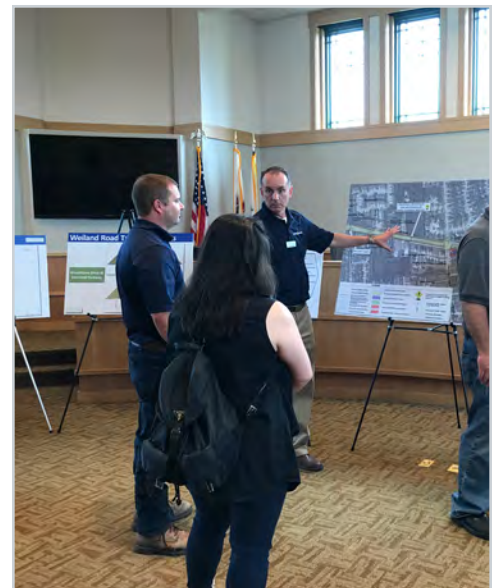
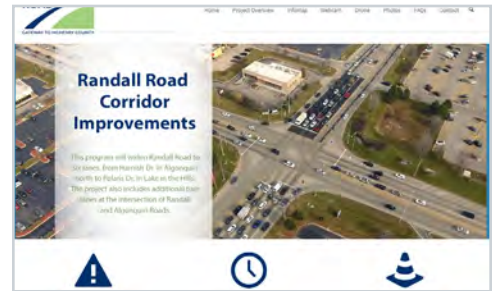
At minimum, public engagement will include the following activities:

- **Tour** – To familiarize the Consultant with the Planning Area, City staff will facilitate a tour of the community and the surrounding area with the Consultant team.
- **Comp Plan Advisory Committee (CPAC)** – An ad-hoc committee composed of area residents, business owners, public and elected officials will be established to function as a sounding board through which to review and provide input related to the direction and viability of strategies and concepts emanating from the corridor planning program. The CPAC will meet with Baxter & Woodman a minimum of four (4) times during the project to review progress and findings and offer feedback.
- **Technical Advisory Committee (TAC)** – A TAC will be formed, composed of specific departmental officials who can provide technical assistance regarding municipal/system operations relevant to the planning program. The TAC will be convened on an as-needed basis to provide background information pertaining to existing conditions, as well as evaluate the viability of remedial treatment recommendations.
- **One-on-One Meetings** – The project team will convene up to eight (8) individual meetings with one to two elected and appointed officials at a time, to further understand the inherent issues, challenges, and opportunities associated with the corridor, and identify specific populations within the Planning Area that warrant targeted community outreach.
- **Small Group Listening Sessions** – The project team will facilitate up to eight (8) listening sessions with representative groups of stakeholders within the community to discuss issues, challenges, and opportunities related to the Planning Area.
- **Neighborhood Outreach Meetings** – The project team will conduct targeted Neighborhood Outreach Meetings to access disadvantaged and underserved populations living and working within the corridor



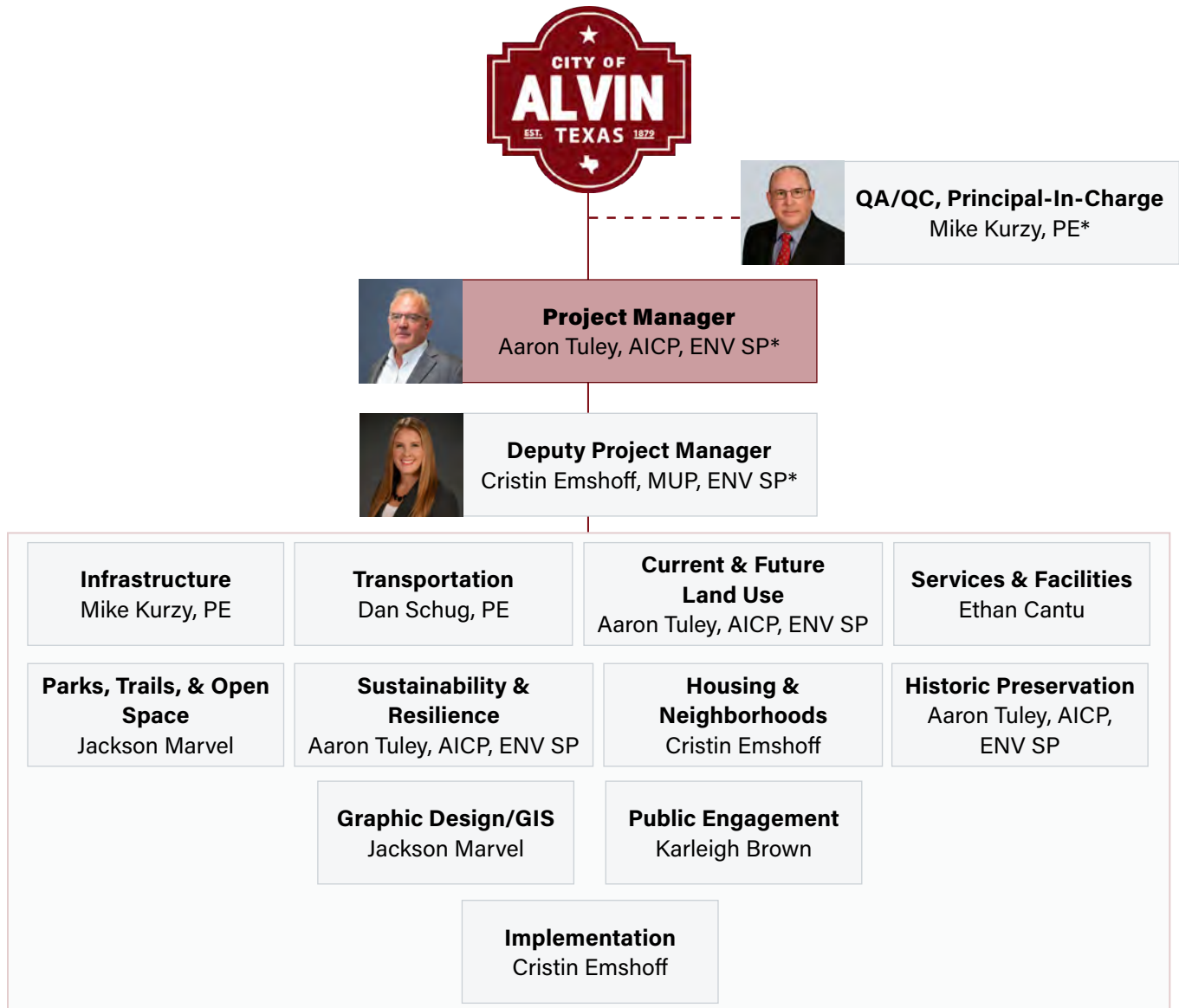
planning area, paying special attention to areas of persistent poverty. The project team will work with homeowners associations (HOAs) and local places of worship to identify targeted populations, advertise events, and identify meeting venues. Four (4) neighborhood outreach meetings will be scheduled during the *Community Snapshot* (existing conditions) phase of work.

- **Project Website** – A project website will be created and linked to the City of Alvin’s website. The website will provide information about the planning program, will display maps and graphics related to existing conditions, press releases, and links to other resources, including the online Community Survey, interim deliverables, etc.
- **Online Community Survey** –Utilizing Survey Monkey (or equivalent software program), an online Community Survey will be prepared, with links to the Project Website. The Community Survey may be complemented by a series of targeted, express surveys, that would be designed for specific subsectors of Alvin’s population.
- **Community Open Houses** - Two (2) community open houses will be facilitated over the course of the planning program. The first open house will take place in a workshop setting and will be geared toward formulating the community's vision for the future and presenting existing conditions findings. Several “maps and markers” exercises will provide attendees with opportunities to provide informed input into preliminary findings. The second open house will occur toward the end of *The Future City* phase and will present strategies and recommendations regarding how to achieve the community's preferred vision for the future of Alvin.
- **Joint Workshops** – The project team will facilitate four (4) joint workshops, which will include the Planning Commission and City Council. The first joint workshop will be held at the beginning of the project, during Phase 1; the objective of which will be to provide an overview of the planning program and schedule of activities and discuss client perspectives and expectations. The second workshop will be convened during Phase 3, *Plan Direction and Assumptions*; to provide an overview of optional growth scenarios. The third workshop will be held at the conclusion of Phase 4, *The Future City*, and will be focused on prioritizing Plan strategies and implementation. The fourth and final workshop will include a public hearing, where the final draft of the Comprehensive Plan will be presented for public comment and adoption.



C. KEY PROJECT PERSONNEL

We offer a comprehensive, well-coordinated project team with expertise in all of the project elements. Resumes for key personnel (*) are included in the following pages. More information on our supporting project team members can be found by visiting baxterwoodman.com/alvin-resumes.



Availability and Workload Capacity

Baxter & Woodman is committed to serving our clients, and we carefully monitor the current and projected workload for each of our employees. We understand the importance of being responsive to our clients' needs, and we always consider the impact an awarded project will have on the workload of our staff.

The anticipated availability for key staff members is included below:

- Aaron Tuley, AICP, ENV SP 30%
- Cristin Emshoff, MUP, ENV SP 40%
- Mike Kurzy, PE 15%

Aaron Tuley, AICP, ENV SP

Project Manager



EDUCATION

B.S., Architecture, Louisiana State University, 1994

B.A., Landscape Architecture, University of Kentucky, 1989

Joined Firm in 2023

Years of Experience: 31

CERTIFICATIONS

American Institute of Certified Planners (AICP) Certification Number: 024915

Envision Sustainability Professional, Institute for Sustainable Infrastructure

TxDOT Precertification:
1.3.1 Subarea/Corridor Planning;
1.4.1 Land Planning/ Engineering;
1.8.1 Public Involvement

ASSOCIATIONS

American Planning Association (APA)

PUBLICATIONS

Bucchin, M. and A. Tuley, 2022. *Planning for Climate Mitigation and Adaptation*. PAS Report 601. American Planning Association, 205 N. Michigan Ave., Suite 1200, Chicago, IL 60601-5927

Collins, G. and A. Tuley, 2007. *Wetland Preservation and Low-Impact Development*; in Hopper, Leonard. 2007. *Landscape Architectural Graphic Standards*, John Wiley and Sons Publishing Company

Aaron Tuley has over 30 years of experience specializing in urban/regional design and planning, natural and cultural resources management, and place-based, spatial and policy planning initiatives. Aaron's personal and professional mission is to illuminate and manage the resources and attributes that contribute to community heritage and a shared sense of place, enhanced quality of life, and improved economic well-being. He has held roles of increasing accountability in well-respected organizations, providing guidance and direction regarding the many facets of land, urban, and regional planning and landscape architecture. As a certified planner, he has completed numerous comprehensive plans, special area master plans and redevelopment plans for corridors, districts, and neighborhoods; open space, parks, and recreational facilities; greenways and recreational trails.

Comprehensive Plans

- *Charting Our Course to 2045* Dickinson, TX (Adopted 05-11-23)*
- *Momentum Michigan City 2040* Michigan City, IN (Adopted 11-20-18)*
- *Envision Columbus 2040* Columbus, NE (Adopted 10-15-18)*
- *Murfreesboro 2035: Our Future Begins Now* Murfreesboro, TN (Adopted 07-12-17)*
- *Explore the Opportunities* Plainview, TX (Adopted 05-13-13)*

Active Transportation Plans

- *Bicycle and Pedestrian Master Plan* Downers Grove, IL (current)
- *Active Transportation Plan* Elwood, IL (current)
- *Multi-Modal Master Plan* Pearland, TX (Adopted: 01-11-21)* 🏆
- *Sidewalk and Trails Master Plan* Brownsville, TX (Adopted: 10-12-21)* 🏆
- *Multi-Use Trail Corridor Study* Midland and Odessa, TX (Accepted: 05-20-19)*

Parks and Recreation Master Plans

- *Parks, Recreation, and Open Space Master Plan* Lubbock, TX (Adopted 11-01-22)*
- *Parks, Recreation, and Trails Master Plan* Baytown, TX (Adopted: 08-12-21)* 🏆
- *Parks, Recreation, Urban Landscapes Master Plan* Odessa, TX (Adopted 07-12-21)*
- *Parks, Recreation, Open Space and Trails Master Plan* Pearland, TX (Adopted 01-11-21)*
- *Parks, Recreation, and Open Space Master Plan* LaPorte, TX (Adopted 10-26-20)*

Corridor Plans

- *Canyon Lakes Master Plan* Lubbock, TX (Adopted 11-01-22)*
- *U.S. Highway 421 / S. Franklin Street Corridor Plan* Michigan City, IN (Adopted: 08-16-16)*
- *SR 49 Corridor Plan* Valparaiso, IN (Adopted: 04-14-14)*
- *Delaware Avenue Corridor Plan* McComb, MI (Adopted: 03-29-16)*
- *Buffalo Bayou and Beyond Master Plan* Houston, TX (Accepted: 08-20-02)* 🏆

Cultural Resources Management Plans

- *Odessa Cultural Commons Cultural Plan* Odessa, TX (Accepted: 10-15-22)*
- *Buffalo Bayou Lighting and Public Art Master Plan* Houston, TX (Accepted: 04-01-02)*
- *Atchafalaya National Heritage Area ERAP* LA (Accepted: 08-10-01)*
- *Images of Iberville: Place Embodied In Art* Multi-Media Program LA (Accepted 08-1-98)* 🏆
- *Ft. Riley Interpretive History Multi-Media Program* Manhattan, KS (Accepted 10-01-97)*

*Project was completed by a Baxter & Woodman employee while at a previous firm.

Cristin Emshoff, MUP, ENV SP

Deputy Project Manager



EDUCATION

M.S., Urban and Regional Planning, Texas A&M University, 2008

B.S., Horticulture with a minor in Business, Texas A&M University, 2006

Joined Firm in 2022

Years of Experience: 16

CERTIFICATIONS

Envision Sustainability Professional, Institute for Sustainable Infrastructure

ASSOCIATIONS

American Planning Association (APA)

Houston American Planning Association (HAPA)

Texas Council of Engineering Companies (TCEC)

Women in Transportation Systems (WTS)

AWARDS

2021 Innovation & Transportation Solutions, WTS, Texas

2021 Engineering Excellence, ACEC, Texas

Cristin has 16 years of experience executing and managing a consortium of projects, consultants, sub-consultants, and staff in community and urban planning, transportation, design and construction, and public engagement. Because of her municipal experience in various roles and departments such as Economic Development, Capital Improvement Projects, Public Works, and Development Services, she has an insider perspective and the ability to visualize the impacts of long-range and strategic challenges that should be addressed in plans. She is a planner who works on comprehensive plans, special area plans, safety studies, bicycle and pedestrian operations, corridor studies, grant funding, asset management, and the delivery of capital improvement programs.

Cristin's experience includes project coordination with several cities, counties, and state governmental agencies in Texas, including the City of College Station, the City of Houston, City of Bellaire, City of Stafford, City of Missouri City, Harris County, Fort Bend County, Texas Division of Transportation (TxDOT), METRO, and Houston Galveston Area Council.

REPRESENTATIVE PROJECTS

Comprehensive Plans

- Stafford, TX* *Comprehensive Plan*
- Stafford, TX* *Comprehensive Plan & Implementation*
- Bellaire, TX* *Comprehensive Plan Downtown Revitalization*
- Bellaire, TX* *Comprehensive Plan & Implementation*

Implementation and Regulation

- Magnolia, TX *City Planning Services*
- Magnolia, TX *Unified Development Code Update*
- Magnolia, TX *Zoning Map, Land Use and Lot Standards and Density Updates*
- Stafford, TX* *192-acre Texas Instruments Property Zoning, Infrastructure & Planning*
- Bellaire, TX* *Floodplain Mitigation Taskforce*
- Bellaire, TX* *Code and Building Code Updates*

Capital Improvement Programs

- Bellaire, TX* *Zoning Administrator, Subdivision and Building Code Updates*
- Bellaire, TX* *92-acre Chevron Property Rezoning & Infrastructure Redevelopment*
- Bellaire, TX* *Bonds for Better Bellaire 2016 Program*
- Bellaire, TX* *Capital Improvement Program*
- Bellaire, TX* *Grant Program*
- Missouri City, TX* *Capital Improvement Program*

Transportation Plans

- Magnolia, TX *Master Thoroughfare Plan*
- Harris County, TX* *Countywide Vision Zero* 
- Harris County, TX* *Countywide Bicycle Pedestrian Safety Study*
- Missouri City, TX/H-GAC, TX* *Missouri City Bicycle and Pedestrian Plan*
- H-GAC, TX* *Southeast Harris County Mobility Study*
- H-GAC/TxDOT/CUT AND SHOOT, TX* *SH 105 Access Management Study*
- H-GAC/TxDOT/CYPRESS, TX* *FM 1960 Access Management Study*



EDUCATION

B.S., Civil Engineering, Texas
A&M University, 1990

Joined Firm in 1997

Years of Experience: 34

REGISTRATIONS

Licensed Professional Engineer:
Texas No. 81998

ASSOCIATIONS

American Society of Civil
Engineers

Texas Society of Professional
Engineers

Texas American Water Works
Association

North Houston Association

American Consulting Engineers
Council

Michael Kurzy has over 34 years of experience in civil engineering planning and design, primarily in the area of commercial and residential land development, as well as water and wastewater systems. He has designed multiple roads with associated drainage systems and has significant experience in providing water, sanitary sewer, drainage, detention, and paving facilities to serve land development projects. Mike's expertise includes design of groundwater wells, resolving problematic drainage issues for various entities and construction management and park design. Mike has served as the client representative for municipal utility districts, the City of Magnolia, and other government entities.

REPRESENTATIVE PROJECTS

Klein ISD, TX

Ella Boulevard

During the planning of Klein Collins High School, Klein ISD requested that Baxter & Woodman design the extension of Ella Boulevard approximately 3,000 feet to connect Spring-Cypress Road to Falvel Road providing access to the new high school. Mike designed the two-lane road with future expansion into the full boulevard in mind. The project needed to include necessary school zones and plan for the eventual turning lanes into the school when the full section was completed. As the project was part of the ultimate section, Mike utilized the available capacity of the school detention pond for temporary detention until the full boulevard section detention could be completed.

Harris County Engineering Department, TX

Falvel Road

Harris County contracted with Baxter & Woodman to expand Falvel Road from the intersection with Ella Boulevard to approximately 1,000 feet north of FM 2920. Mike designed the approximately 2,800-foot section of widened road including all associated pavement markings and signage. The work also included oversight of the signalization system at FM 2920 designed by a sub-consultant. Significant coordination with TxDOT was required for permitting and to ensure future expansion of FM 2920 would not affect the design of Falvel Road. A phased plan with traffic control was a part of the project to ensure mobility during construction.

Klein ISD, TX

Cutten Road

When Klein ISD contemplated adding Klein Cain High School, Mike began coordination of the placement of Cutten Road from Spring Cypress to Cossey Road. Due to the location of the right-of-way, a variance needed to be obtained for the radii of the curves on properties to the south of the project. In addition, a portion of the required detention was mitigated through the use of forestation to reduce runoff. The project design was for the full boulevard section and included excavation of a channel to the detention pond. All storm sewers were routed to the channel.

D. RATES AND EXPENSES

Below is our proposed fee schedule in a lump sum not-to-exceed maximum amount of \$219,200.

Phase/Task by Hour/Personnel	A.	B.	C.	D.	E.	Total Hours	Total Cost
Introduction						130	\$20,600.00
<i>Kick-off Meeting</i>		4	4	4		12	\$2,180.00
<i>1.1 Community Profile</i>			2	8	16	26	\$3,540.00
<i>1.2 Chapter 1, Introduction</i>	1	24	4	40	24	93	\$14,880.00
2.0 Community Snapshot (Existing Conditions)						179	\$29,870.00
<i>Regulatory Review</i>		2	1	12		15	\$2,350.00
<i>Community Snapshot Report (Appendix A)</i>	2	56	4	72	32	166	\$27,520.00
3.0 Plan Direction and Assumptions						108	\$17,260.00
<i>3.1 Population Projections</i>		2	1	6	12	21	\$3,260.00
<i>3.2 Public Engagement Technical Memorandum</i>		1	1	16		18	\$3,000.00
<i>3.3 Strategic Perspectives</i>		4	4	8		16	\$3,040.00
<i>3.4 Growth Sequencing Plan (TAC Meeting No. 2)</i>		4	4		8	16	\$2,880.00
<i>3.5 Growth Scenarios</i>	1	8	4	24		37	\$6,201.00
4.0 The Future City						556	\$93,710
<i>4.1 Utilities Infrastructure</i>	4	32			24	60	\$10,840.00
<i>4.2 Multimodal Transportation Systems</i>		4	40	24		68	\$11,920.00
<i>4.3 Future Land Use</i>		24	8	32		64	\$11,200.00
<i>4.4 Public Facilities and Services</i>		2	32	32		66	\$11,140.00
<i>4.5 Parks, Trails, and Open Space</i>		1	8	40	16	65	\$9,530.00
<i>4.6 Sustainability</i>		1	32	24		57	\$9,770.00
<i>4.7 Housing and Neighborhoods</i>		24	4	12	24	64	\$10,540.00
<i>4.8 Historic Preservation</i>		1	16	24		41	\$6,730.00
<i>4.9 Chapter 2, The Future City</i>	3	20	8	24	16	71	\$12,040.00
5.0 Implementation						109	\$17,660.00
<i>5.1 Plan Administration</i>		4	8	4	16	32	\$4,940.00
<i>5.2 Implementation Action Table</i>		4	4	16	8	32	\$4,920.00
<i>5.3 Chapter 3, Implementation</i>	1	12	8	24		44	\$7,800.00

Phase/Task by Hour/Personnel	A.	B.	C.	D.	E.	Total Hours	Total Cost
B. Public Engagement						234	\$40,100.00
<i>Tour</i>		4	4	4		12	\$2,180.00
<i>Comp Plan Advisory Committee (CPAC) 4</i>		16	4		16	36	\$6,120.00
<i>Technical Advisory Committee (TAC) - Meetings 1 & 3</i>		8	4			12	\$2,440.00
<i>One-on-One Meetings - 8</i>		10	10			20	\$4,000.00
<i>Small Group Listening Sessions - 8</i>		10	10			20	\$4,000.00
<i>Neighborhood Outreach Meetings - 4</i>		12	4		16	32	\$5,280.00
<i>Project Website</i>				12		12	\$1,740.00
<i>Online Community Survey - 6 weeks</i>		1	1	4	16	22	\$2,980.00
<i>Community Open House - 2</i>		8	8	8	16	40	\$6,360.00
<i>Joint Workshops - 4</i>		10	10		8	28	\$5,000.00
TOTAL	\$3,360	\$65,730	\$47,880	\$68,730	\$33,500		\$219,200
						<i>Reimbursable Expenditures</i>	
						TOTAL COMPENSATION	\$219,200

Legend

A.	Principal	\$280/hour
B.	Urban Planner V	\$210/hour
C.	Urban Planner IV	\$190/hour
D.	Urban Planner II	\$145/hour
E.	Urban Planner I	\$125/hour

E. PAST PROJECT PERFORMANCE



Momentum Michigan City 2040 Comprehensive Plan



Michigan City, IN



Services:

- Transit-Oriented Development
- Transportation Modeling



Adopted:

November 20, 2018



Key Staff:

Aaron Tuley, AICP



Reference:

Skyler York
Director
City of Michigan City Planning and
Redevelopment Dept
100 East Michigan Boulevard
Michigan City, IN 46360
syork@emichigancity.com
219-383-1419

"If you're looking for someone who is willing to go far beyond your expectations for a project and deliver the highest quality product that truly sets your community up for success in the future, you need Aaron Tuley and his team. His creative and thoughtful approach to partnering with stakeholders and staff is unmatched, and always results in a set of well-tailored tools and designs for guiding important decisions about the future of the community."

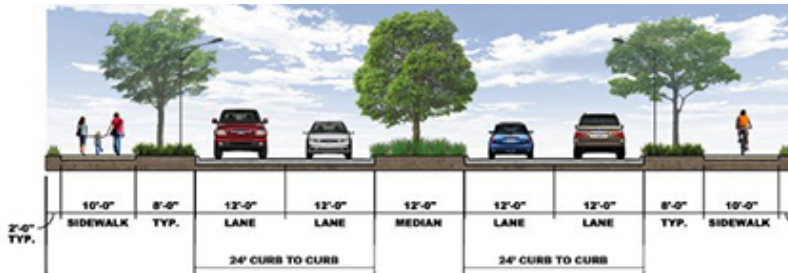
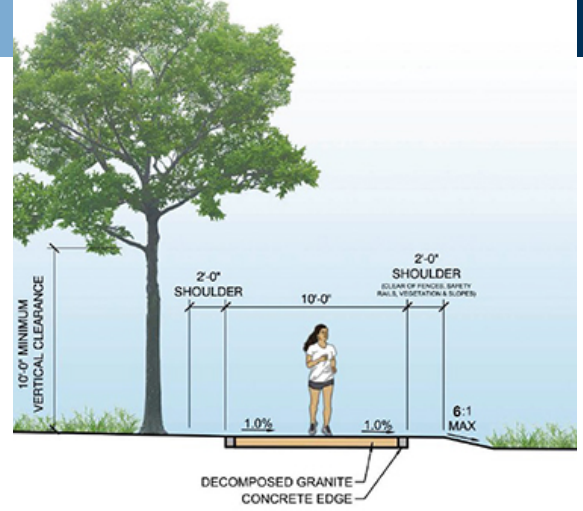
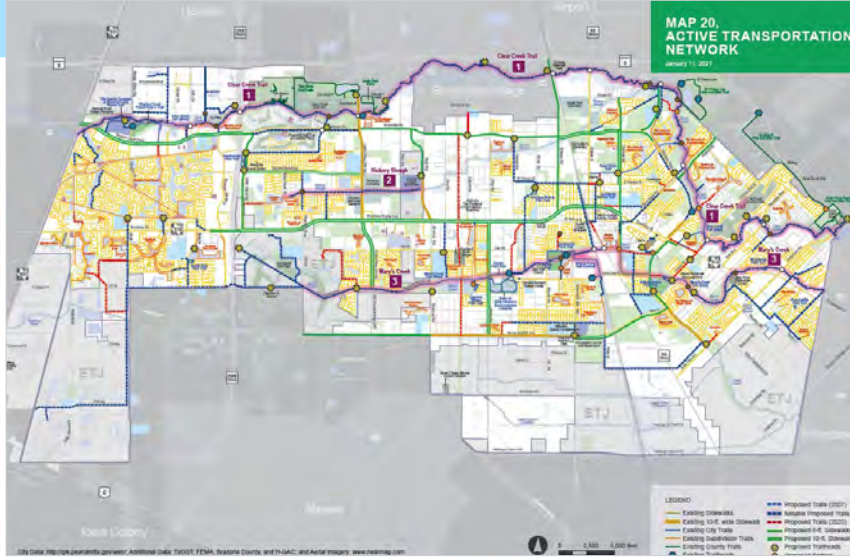
Craig Phillips, AICP, Former Director
City of Michigan City Planning and
Redevelopment Department

Developed by Aaron Tuley, AICP, and his planning team, the Michigan City Momentum 2040 Comprehensive Plan is intended to guide future development, redevelopment, and community enhancement efforts over the next 20 years. This plan serves as a policy framework to stimulate and guide thoughtful community discussion on the real and perceived challenges and opportunities currently facing Michigan City that will ultimately shape its future. Through long-range planning efforts, the community can accommodate its projected growth in a manner that preserves and enhances its heritage, culture, and overall quality of life for current and future residents.

A principal driver of this plan was the importance of preparing the City for significant population growth resulting from the double-tracking of the Northern Indiana Commuter Transportation District's (NICTD) Southshore commuter rail line, which would enable people to live in Michigan City and commute to Downtown Chicago in under one hour.

The Plan's eight Focus Areas were each driven by a set of guiding principles; contained goals, objectives, and strategies, and concluded with policies. Proposed utilities (water, wastewater, storm drainage) and transportation infrastructure improvements were modelled on the Future Land Use Plan's population and employment centers to ensure adequate capacities and level of service (based on trip generation). The proposed Thoroughfare Plan included proposed service improvement solutions for 17 previously identified transportation "hot spots" that were deemed problematic. Downtown improvements included a focus on transit-oriented development (TOD) around the redeveloped 11th Street Station. Redevelopment strategies focused on remediation of several designated Brownfield sites, enhanced walkability and pedestrian activity by way of woonerfs, activated alleys, and parklets within the Downtown area.

This project was completed by a Baxter & Woodman employee while at a previous firm



Multi-Modal Master Plan

City of Pearland, TX



Services:

- Safe Routes to School Recommendations
- Complete Streets Applications
- Highway Crossings Analysis
- Trail Furnishings Plan



Adopted:

January 11, 2021



Key Staff:

Aaron Tuley, AICP



Reference:

Jameson Appel
Asst. Director of Capital Projects
City of Pearland
jappel@pearlandtx.com
(281) 652-1757



Award:

2021 American Planning Association, Texas Chapter, Planning Achievement Award, Transportation Planning – GOLD

The purpose and goal of this first phase of Pearland's Multi-Modal Master Plan is to develop an efficient, safe, and connected network of active transportation routes throughout the City of Pearland; linking points of origin (neighborhoods, subdivisions, municipal utility districts (MUDs), and planned residential developments (PDs) to key destinations (other residential areas, parks, schools, libraries, commercial areas, and places of employment); by way of existing and proposed pedestrian facilities, including sidewalks, shared-use facilities, and off-street recreational trails. Proposed active transportation facilities are located within thoroughfare rights-of-way, and utility corridor (drainage and transmission) easements and rights-of-way. Several principal thoroughfares were identified, and their corresponding rights-of-way were evaluated, based on multiple criteria, to determine the feasibility of retrofitting active transportation facilities within each thoroughfare's right-of-way.

The proposed network of sidewalks provides pedestrians with a connected active transportation system to be constructed as principal thoroughfares are scheduled to be reconstructed. The proposed sidewalks phasing program is divided into yearly increments (0-5 years, 5-10 years, and 10-15 years), to construct the sidewalks in stages due to planned budgets and to limit the disruption in traffic. In conjunction with proposed pedestrian facilities, several additional trailheads are recommended for areas where existing and proposed sidewalks are in close proximity to existing and proposed trails.

This project was completed by a Baxter & Woodman employee while at a previous firm



Parks and Recreation Master Plan

City of Alvin, TX



Services:

- Recreational Trail Alignment
- Park Standards Manual
- Park Conditions Assessment
- Mustang Bayou Blueways Program



Adopted:

April 04, 2017



Key Staff:

Aaron Tuley, AICP



Reference:

Dan Kelinski
Director
City of Alvin Parks and Recreation Dept.
1100 W Highway 6
Alvin, TX 77511
dlkelinske@cityofalvin.com
(281) 388-4290

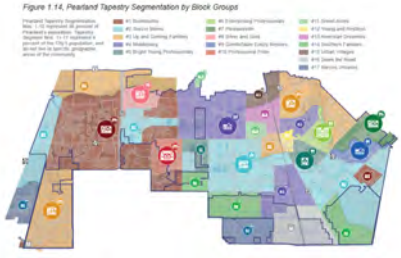
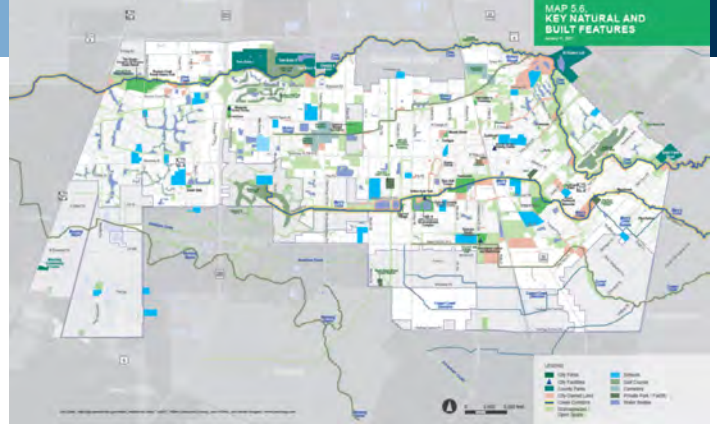
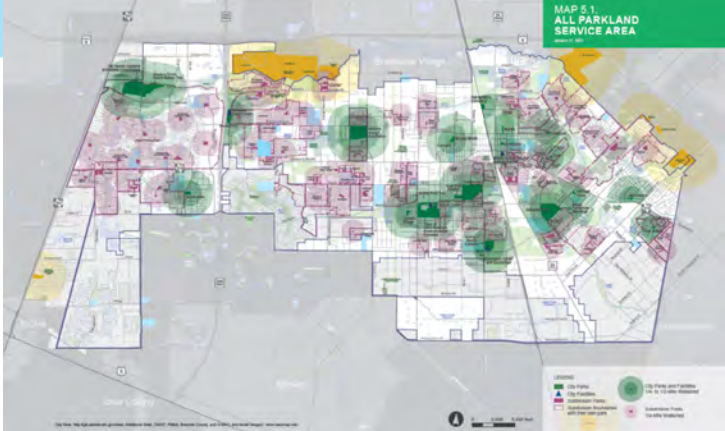
"When following a recipe for success, Aaron Tuley is the secret ingredient. When added to a planning project, Aaron quickly endears himself to the client, gaining vital perspectives on their values and culture. Aaron implements and manages a process which captures the short- and long-term vision of the client, then delivers a quality product which will serve the client in the coming years."

Dan Kelinski, Director of City of Alvin Parks and Recreation Department

In preparing this TPWD-compliant Master Plan, Project Manager Aaron Tuley, AICP, conducted a standards-based assessment through which park facilities and equipment were inventoried and then compared to NRPA facility standards, to determine facility deficits based on current and projected population. The Master Plan provides a listing of specific facility and equipment-related improvements for each of Alvin's parks. The assessment also revealed a significant deficit in park acreage needed to accommodate Alvin's current and future population. To increase park acreage, several publicly-owned parcels, easements, and rights-of-way were identified that could be programmed to support a passive and/or active recreational function. Additionally, the City was encouraged to enter into an interlocal agreement with the Alvin Independent School District for the use of school grounds and facilities after school hours. The demand-based assessment summarized the Plan's robust public engagement program and underscored the public's desire for a recreation center, which would support physical fitness activities and indoor recreational programming. The park conditions assessment revealed that while park facilities were in excellent condition, safe pedestrian access to parks was problematic due to a lack of sidewalks leading to parks, the lack of crosswalks and adequate street crossing signage, and the lack of perimeter sidewalks and sidewalks leading to park facilities.

As a supplement to the Master Plan, a Park Standards Manual was developed to guide the planning, design, construction, and installation of park facilities and equipment. The Park Standards Manual establishes minimum design, construction, and performance expectations for the City's park furnishings, equipment, and other amenities. The intent of the Standards Manual is to inform and guide, in part, park and open space planning, capital improvements, and maintenance, in order to sustain life-cycle resource investments within the public realm.

This project was completed by a Baxter & Woodman employee while at a previous firm



Parks, Recreation, Open Space, & Trails Master Plan



City of Pearland, TX



Services:

- Operations-Based Assessment
- Trails Plan
- Park Schematic Design



Adopted:

January 11, 2021



Key Staff:

Aaron Tuley, AICP



Reference:

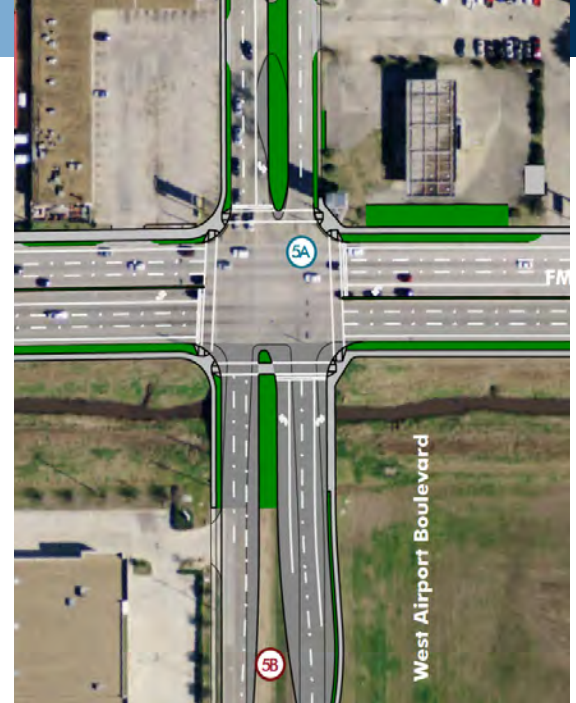
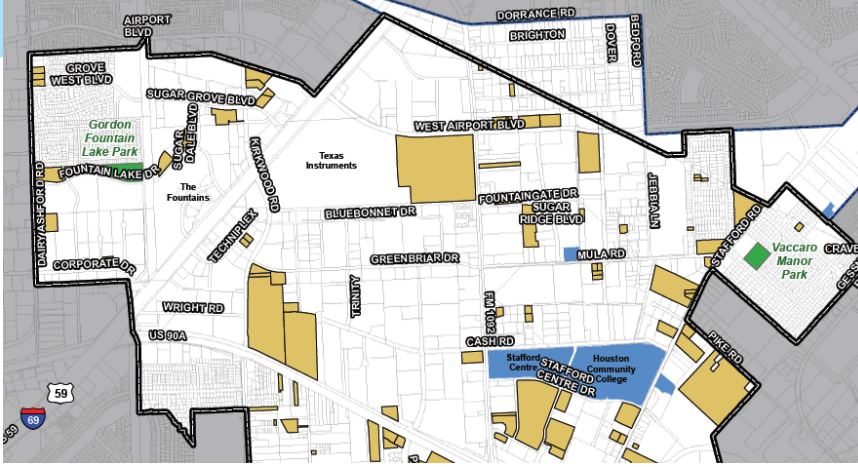
Carry Capers
Director
City of Pearland Parks and Recreation Dept.
4141 Bailey Rd
Pearland, TX 77584
ccapers@pearlandtx.com
(281) 412-8906

"We are in the final stages of writing the self-assessment for our CAPRA re-accreditation. I am blown away by the level of detail and compliance incorporated into our plan. Our 2020 Master Plan has made the CAPRA re-accreditation process a thousand times easier than ever before. I cannot thank you enough for your thorough understanding of the CAPRA standards and the in-depth integration of the standards into our plan. I will highly recommend your services to other cities and definitely look forward to any opportunities we have to work together in the future."

Carrie Capers, Director for City of Pearland Parks and Recreation Department

Aaron Tuley, AICP developed the City's Parks Master Plan, evaluating the current state of the City's parks, recreation facilities, open space, and trails system and provided recommendations for improved operations and maintenance based upon citizen feedback, projected population growth and demographic change, as well as regional and national trends impacting recreation programming. The Master Plan evaluates community preferences, parkland and facilities distribution, community programs and events, system-wide parks and facilities conditions and municipal service delivery, to ensure residents have the opportunity to enjoy the benefits of Pearland's parks and recreation system. The Master Plan was developed to be consistent with the Texas Parks and Wildlife Department's (TPWD) eligibility requirements for Outdoor Recreation grants. The Master Plan also recognizes that Pearland's PARD is accredited through the Commission for Accreditation of Park and Recreation Agencies (CAPRA) and as such, fulfills requirements for excellence in parks operations and service. Five principal goals guided the development and organization of the Parks Master Plan; and ensure:

1. An equitable distribution of parks. As a CAPRA-accredited agency, the PARD should strive to ensure that all areas of Pearland are within a 10-minute walking distance to park, trail, and/or recreational facility.
2. Recreational program offerings serve the needs of all age cohorts and people with different abilities, including young children, adults, seniors, and people with disabilities.
3. Safe pedestrian access, from points of origin (e.g., neighborhoods and residential subdivisions) to key destinations throughout Pearland.
4. Pearland's built environment is in harmony with the resources and amenities that compose its natural environment.
5. Fiscally sustainable and resilient operations, maintenance, and administration of Pearland's parks, recreational facilities, trails, and open space resources.



Comprehensive Plan Implementation



City of Stafford, TX

- Services:**
- Transportation Planning
 - Community Planning
 - Urban Planning
 - Capital Improvement Program
 - Public Outreach
 - Community Groups Facilitation
 - Steering Committees Facilitation

Completed:
December 2015 – December 2016

Key Staff:
Cristin Emshoff, MUP, ENV SP

Reference:
Charles Russell, PE
Former Public Works Director for Stafford
Currently at Cobb Fendley
13430 Northwest Highway
Houston, Texas 77040
(713) 462-3242 Ext. 8133

Cristin served as the Economic Development Coordinator, Planner, and Assistant Public Works Director at the City of Stafford. Her primary role was to encourage development within City limits to maintain a no-City property tax and no general obligation debt.

Before the Comprehensive Plan was rewritten, Cristin managed a consultant who updated the market analysis for the City and began determining where there was development interest. She then created the Comprehensive Plan, the City's first Capital Improvement Program and Major Thoroughfare, highlighting funding partnerships with Fort Bend County, the Texas Department of Transportation, neighboring cities, and developers. She also identified several areas where the code of ordinances needed to change with the need for new entertainment, transit-oriented development, multi-use zoning districts, and changes such as height requirements for new developments.

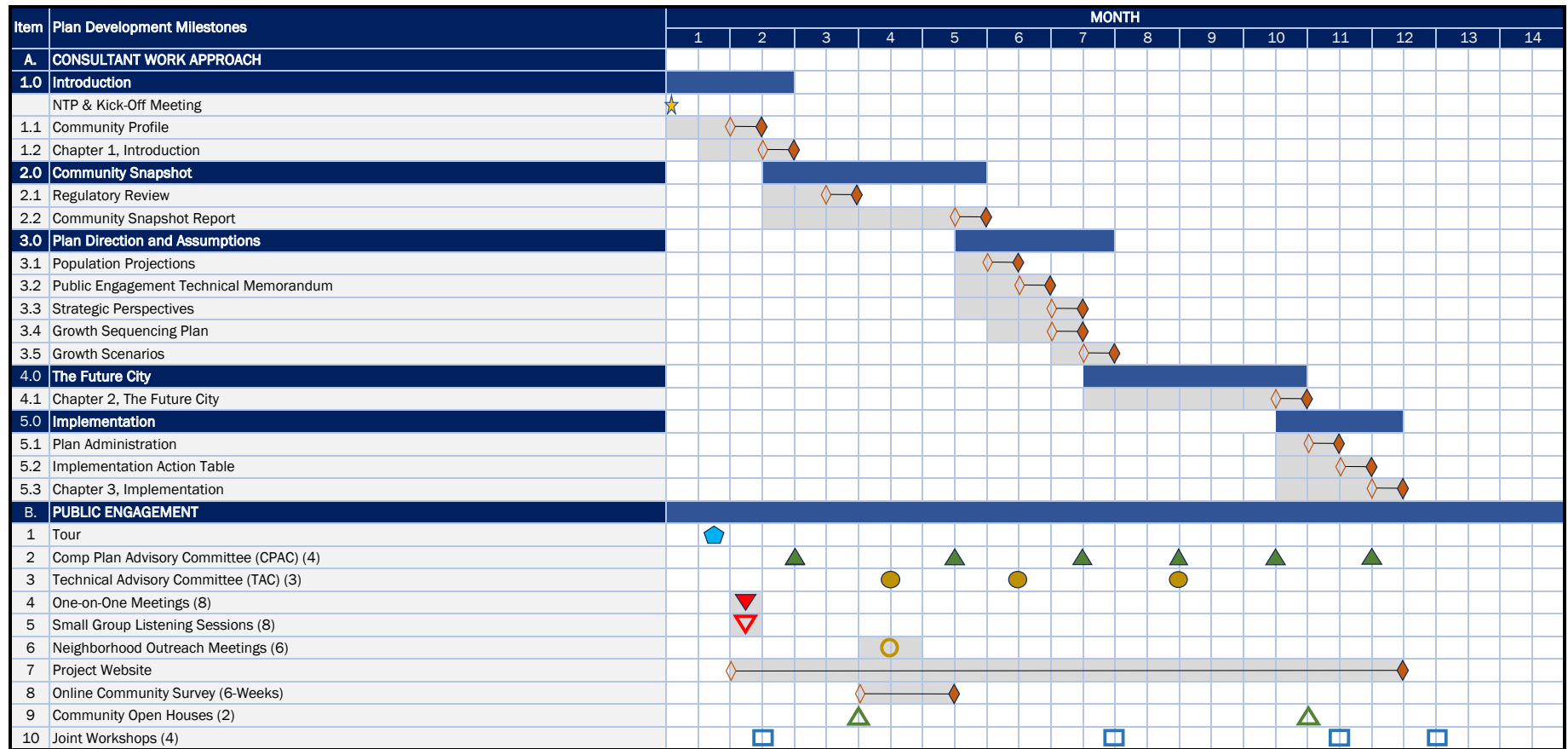
The implementation of the Comprehensive Plan began with the budget process to identify a new code of ordinances that needed to be written by City staff, a capital improvement program that identified each funding partner's share for each infrastructure project, a new fire truck to reach new developments, and the creation of internal subcommittees consisting of the Police, Fire, Public Works, and Planning Departments to guide the discussion on the changes for the budget year.

Once the budget was communicated through a public process, it provided transparency that what the public requested in the Comprehensive Plan was coming to fruition through the Capital Improvement Program and Major Thoroughfare Plan and identified code changes. The budget was used as an economic development tool to communicate the City's infrastructure investments through five years and helped guide discussions with regional leaders for transit-oriented development along US 90A through the heart of Stafford.

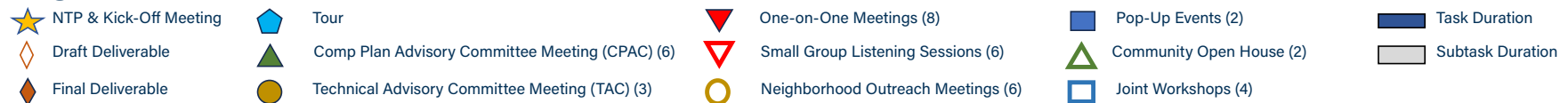
This project was completed by a Baxter & Woodman employee while at a previous firm

F. SUPPORTING ATTACHMENTS

Timeline



Legend



Innovative Techniques in Community Engagement

A discussion of any innovative techniques or methodology that the consultant will use in this study that have a proven history of providing responsive and cost effective results on similar studies. Members of the Baxter & Woodman Planning Team are routinely recognized for incorporating innovative best practices into their planning processes and methodology. The following list of innovative practices exemplify approach to forward-thinking planning:

- Incorporating a robust public engagement program into all planning assignments; and preparing a Public Engagement Plan (PEP) which lays out multiple venues and activities through which to involve a community's citizenry in the planning process; including:
 - Inclusion of planning activities for children at community open houses and other public outreach events.
 - "Pop-up" attendance at community events
- The use of innovative techniques for advertising a community's planning program and associated online community surveys to ensure community participation.
- Including citizen comments throughout the planning documents to further illustrate a citizen-driven planning program; and that residents were heard.
- Collaborating with local business to participate in community event planning.
- Sponsoring community-driven events to improve community character; i.e., parks and neighborhood clean-ups, tree planting programs, etc.
- Plan documents that are written to be easily understandable by a general, "lay" audience; whereby complex concepts and ideas are translated into a graphic language, that includes infographics, figures and diagrams, and photos to complement and reduce the length of text narrative.
- Preparation and testing of tactical urbanism demonstration projects to illustrate Plan recommendations.
- Heavy use of geographic Information Systems (GIS) for spatial analysis, demographic and psychographic analysis (ESRI Business Analyst), scenario planning and 3D visualization (ArcGIS Urban) and mapping (ArcGIS Pro).
- Use of tax appraisal district taxation data for parcels (land value) versus taxable value of improvements to determine redevelopment potential.
- Development of per capita existing land use area calculations to determine likely minimum land use area requirements to accommodate a community's projected population.

Communication is Key!

Baxter & Woodman knows communicating the benefits of a project to stakeholders and managing their expectations is a vital part of any government or municipal project. Our team is well-versed in an assortment of communication tools that aid us in creating the most effective communication strategy for each project. Our staff knows how to successfully utilize tools to coordinate and promote positive public involvement.

Public Outreach Outlets

- Custom Project Websites
- Project Visualization Exhibits & Videos
- Drone Videos
- Social Media: X, Facebook
- Project Blogs
- Email Notifications
- Open-Houses/Public Meetings (Virtual and In-Person)
- On-Site Webcam
- Informational Flyers
- Press Releases



Arterial Roadways (Maintained by TxDOT)

- Move high-volume traffic from collectors to freeways at higher speeds (45-55 mph).
- They can have many intersections and traffic lights.
- The roads are smooth, sometimes divided with a median, and wide.

Baxter & Woodman developed a video for the City of Magnolia, TX's The Master Thoroughfare Plan that outlines and illustrates the information about the development plan.

The Master Thoroughfare Plan was developed to enhance and maintain the existing and future transportation network of roadway, bicycle, pedestrian, and trail systems. Watch the video by visiting: tinyurl.com/MagnoliaMTPlan

- Employment of a character-based approach to future land use (FLU) planning.
- Fiscal impact assessment (cost of municipal services) for proposed development/redevelopment.

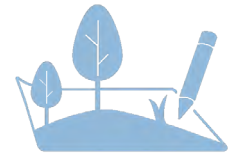
COMPREHENSIVE PLANS

- Use of an Existing City – Future City framework to ensure a future-oriented planning program; which relegates existing conditions information to an appendix; enabling readers to avoid having to read lengthy narratives about issues they are already aware of.
- Plan elements incorporate and are bracketed with Guiding Principles on the front end, to define the “rules” used for decision-making; and conclude with planning Policies to define intended outcomes.
- Realistic and achievable strategies and recommendations.
- Inclusion of quantifiable metrics and indicators to track plan implementation progress.
- Use of the American Planning Association’s (APA) Comprehensive Plan Standards for Sustaining Places Scoring Matrix to “self-evaluate” Plan contents, including principles, processes, and attributes.
- Transportation modeling of future land use plans (based on population and employment trip generation) to evaluate impacts to thoroughfare levels of service (LOS).



PARKS, RECREATION, AND OPEN SPACE MASTER PLANS

- Development of GIS-based Asset Management Programs for scheduled maintenance and replacement of park facilities and equipment.
- Incorporation of Commission for Accreditation of Parks and Recreation Agencies (CAPRA) standards as the overarching framework for the Master Plan and checklist for Plan strategies and recommendations.
- Ability to employ a full suite of parks and recreation assessments, as appropriate, including:
 - Standards-based assessment (TPWD requirement)
 - Demand-based assessment (TPWD requirement)
 - Resources-based assessment (TPWD requirement)
 - Operations-based assessment
 - Resilience-based assessment
 - Equity assessment
 - Park conditions assessment
 - Sports and athletics assessment
 - Indoor recreation and programming assessment



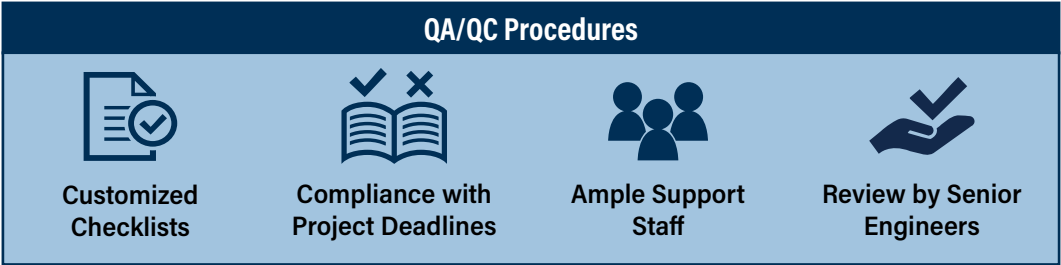
QA/QC Procedures

Each Baxter & Woodman department has a Quality Assurance/Quality Control (QA/QC) Plan that incorporates peer reviews and constructability reviews conducted by senior engineers, certified operators, and construction managers at project milestones. These reviews aid in design accuracy, cost estimation, and scheduling. Our team collaborates to confirm quality is an ongoing focus and a superior product is achieved.

At 30% complete, the preliminary design will be reviewed to identify potential constructability and operations concerns. Preliminary cost estimates are prepared to allow for design changes needed to meet your budget. Designs are reviewed again at 60% and 90% complete with the goals of minimizing change orders and confirming that your requests have been addressed.

QA/QC comments are received from reviewers at each critical project milestone and are documented in tabular format. Responses addressing these comments are required to be provided on the same form in order to readily identify concerns and their proposed resolutions.

Project documents are submitted to you only after QA/QC reviews are complete and approved by both the Project Manager and the Department Manager. As a commitment to our quality procedures, these QA/QC comments and resolution documents are available for your review upon request.



The benefits of our effective QA/QC procedures are most evidenced by tightly grouped bids, reduced change orders, and adherence to schedules and budgets. We routinely receive compliments from construction contractors and material suppliers regarding the thoroughness of our construction contract plans, enabling them to provide more accurate bids with minimal cushion for unknown risks.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

Baxter & Woodman, Inc.

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

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

N/A

Name of Officer

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

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

N/A

☐ Yes

☐ No

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

N/A

☐ Yes

☐ No

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

N/A

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

7 

Signature of vendor doing business with the governmental entity

May 7, 2024

Date



RFP 24-02
Comprehensive Plan Update Consulting Services

Texas Public Information Act

Steps to Assert that Information is Confidential or Proprietary

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

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

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

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

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

- ☐ The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.
- ☒ The proposal/bid submitted contains confidential information which is labeled and which may be found on the following pages: 8-15, 20-21, 27 and any information contained on page number not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: Baxter & Woodman, Inc.

Signature:  **Date:** May 7, 2024

Print Name: Mike Kurzy, PE **Print Title:** Principal-In-Charge/Executive Vice President

SECTION 2

Identify if your firm has had any contracts terminated due to non-performance over the last five (5) years.

Baxter & Woodman, Inc., affirms and certifies that no contracts were terminated due to non-performance over the last five years.

SECTION 3

Provide disclosure of any potential or existing conflict of interest(s).

Baxter & Woodman, Inc., does not have any potential or existing conflict of interest

RFP 24-02**FINAL SCORE RESULTS**

FIRM	SCORE
Able City, LLC	71
Asakura Robinson Company LLC	73
Baxter & Woodman, Inc	84
Freese and Nichols	77
LJA Engineering	67

Saturday, May 25, 2024

City of Alvin - Comprehensive Plan Update
RFP - 24 - 02

Review date: May 21, 2024

Able City, LLC

	Score Range	SCORES		
Past Project Experience	0-20	14	10	16
Project Approach	0-20	17	12	16
Personnel Experience	0-20	14	10	19
Innovation in Community Engagement	0-20	11	15	16
Cost Proposal	0-20	12	15	17

TOTAL

68	62	84
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Score Guideline:

0 - 5 = Did not answer or confusing response
6 - 10 = Gave basic information with little to no details
11 - 15 = Good response, but a little more info needed
16 - 20 = Thorough and clear response

71.3333

City of Alvin - Comprehensive Plan Update
RFP - 24 - 02

Review date: May 21, 2024

Asakura Robinson Company LLC

	Score Range	SCORES		
Past Project Experience	0-20	15	13	15
Project Approach	0-20	16	14	18
Personnel Experience	0-20	14	12	13
Innovation in Community Engagement	0-20	15	11	17
Cost Proposal	0-20	14	15	17

TOTAL

74	65	80
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Score Guideline:

0 - 5 = Did not answer or confusing response

6 - 10 = Gave basic information with little to no details

11 - 15 = Good response, but a little more info needed

16 - 20 = Thorough and clear response

73

City of Alvin - Comprehensive Plan Update

RFP - 24 - 02

Review date: May 21, 2024

Baxter & Woodman, Inc

	Score Range	SCORES		
Past Project Experience	0-20	15	16	18
Project Approach	0-20	17	17	18
Personnel Experience	0-20	16	15	19
Innovation in Community Engagement	0-20	17	13	19
Cost Proposal	0-20	18	16	18

TOTAL

83	77	92
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Score Guideline:

0 - 5 = Did not answer or confusing response

6 - 10 = Gave basic information with little to no details

11 - 15 = Good response, but a little more info needed

16 - 20 = Thorough and clear response

84

City of Alvin - Comprehensive Plan Update
RFP - 24 - 02

Review date: May 21, 2024

Freese and Nichols

	Score Range	SCORES		
Past Project Experience	0-20	13	18	16
Project Approach	0-20	17	13	17
Personnel Experience	0-20	17	17	16
Innovation in Community Engagement	0-20	15	15	18
Cost Proposal	0-20	16	6	16

TOTAL

78	69	83
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Score Guideline:

0 - 5 = Did not answer or confusing response
6 - 10 = Gave basic information with little to no details
11 - 15 = Good response, but a little more info needed
16 - 20 = Thorough and clear response

76.6667

City of Alvin - Comprehensive Plan Update

RFP - 24 - 02

Review date: May 21, 2024

LJA Engineering

	Score Range	SCORES		
Past Project Experience	0-20	10	11	17
Project Approach	0-20	15	12	17
Personnel Experience	0-20	15	11	19
Innovation in Community Engagement	0-20	16	14	19
Cost Proposal	0-20	5	6	15

TOTAL

61	54	87
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Score Guideline:

0 - 5 = Did not answer or confusing response

6 - 10 = Gave basic information with little to no details

11 - 15 = Good response, but a little more info needed

16 - 20 = Thorough and clear response

67.3333



AGENDA COMMENTARY

Meeting Date: 6/20/2024

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider a Memorandum of Understanding with the City of Pearland, allowing members of the Pearland Recreation Center and Natatorium temporary access to the Bob S. Owen Pool, located at 919 Bayou Drive, during their recapitalization project of the Natatorium from July 1, 2024, through August 13, 2024, and authorize the City Manager to sign upon legal review.

Type of Item: Contract/Agreement

Summary: In early June 2024, City of Pearland staff members reached out to request access to the Bob S. Owen pool for members of the Pearland Recreation Center and Natatorium (RCN) beginning July 1, 2024, through August 13, 2024, while the Pearland Natatorium is closed for renovation. Access would include a waiver of the \$40 lap swim fee and provide access Monday through Friday, 6:30a.m. to 9:00a.m. Alvin staff members would facilitate a "check-in" process using a list provided by the Pearland Recreation Department to collect visiting RCN members' names and RCN member key tag and ID numbers. This information will be collected and returned to Pearland Parks and Recreation Department.

In return, the City of Pearland would provide space at no cost at the Pearland Natatorium for City of Alvin Lifeguard and Water Safety Instructor certification classes for the remaining 2024 calendar year.

Staff recommends approval of the Memorandum of Understanding with the City of Pearland for access by RCN members for the use of the Bob S. Owen pool for lap swimming.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☒
Funding Account: N/a **Amount:** N/A **1295 Form Required?** Yes ☐ No ☒
Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 6/17/2024 SLH

Finance Review Required: N/A ☒ Required ☐ **Date Completed:** _____

Supporting documents attached:

1. 2024 City of Alvin Bob S. Owen Pool MOU

Recommendation: Move to approve the Memorandum of Understanding with the City of Pearland, allowing members of the Pearland Recreation Center and Natatorium temporary access to the Bob S. Owen Pool, located at 919 Bayou Drive, during their recapitalization project of the Natatorium beginning July 1, 2024, through August 13, 2024; and authorize the City Manager to sign upon legal review.

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

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

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF PEARLAND AND THE CITY OF ALVIN

This Memorandum of Understanding (MOU) is dated and effective as of the day last signed by the parties hereto, which are the City of Pearland and the City of Alvin.

RECITALS

WHEREAS, the City of Pearland and the City of Alvin have a mutual commitment to serve the community to meet their health and wellness needs; and

WHEREAS, the City of Pearland and the City of Alvin are committed to assisting each other in providing continuous recreational services to their communities;

PURPOSE

This MOU outlines the agreement between the City of Pearland and the City of Alvin to provide temporary access to the Bob S. Owen Pool, located at 919 Bayou Drive, Alvin, TX 77511, for members of the Pearland Recreation Center and Natatorium (RCN) during the recapitalization project of the natatorium.

TERM

This MOU shall commence on July 1, 2024, and terminate on August 13, 2024.

NOW THEREFORE, the City of Pearland and the City of Alvin agree as follows:

- I. The City of Pearland agrees to:
 - a. Provide the City of Alvin staff with a check-in sheet to track RCN member use of the Bob S. Owen Pool.
 - b. Ensure RCN members are informed of and comply with all City of Alvin Bob S. Owen Pool rules, regulations, and advised hours of operation.
 - c. Provide space for City of Alvin Lifeguard certification classes and Water Safety Instructor certification classes during both the on-season and off-season for the 2024 calendar year.
- II. The City of Alvin agrees to:
 - a. Grant access to the Bob S. Owen Pool for RCN members from July 1, 2024, to August 13, 2024.
 - b. Allow access for RCN members Monday through Friday from 6:30 a.m. to 9:00 a.m.
 - c. Collaborate with RCN staff to implement a check-in process, using a provided check-in sheet to track member use. RCN members will provide their name, RCN member key-tag, and ID number.
 - d. Ensure that RCN members adhere to all Bob S. Owen Pool rules, regulations, and advised hours of operation.

TERMINATION

This MOU may be terminated by either party upon thirty (30) days written notice to the other party. In the event of termination, the parties shall cooperate to ensure the orderly cessation of services and the return of any equipment or materials provided under this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the dates set forth below.

City of Pearland

By (Sign): _____

Name: _____

Title: _____

Date: _____

City of Alvin

By (Sign): _____

Name: _____

Title: _____

Date: _____