

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, September 5, 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, **SEPTEMBER 5, 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. Administer the Oath of Office to newly appointed Associate Municipal Court Judge, Samantha Gonzalez (Alvin Municipal Court Judge, Mo Ghuneim).
- B. Badge Pinning of successful Alvin Police Department promotional candidate, J. P. Flores
- C. Hispanic Heritage Month Proclamation.

4. PUBLIC COMMENT

5. PUBLIC HEARING

- A. Public hearing to receive comment on the proposed tax rate of \$0.6850 per \$100 of valuation for the Fiscal Year 2024-2025 (2024 tax year), which is a tax increase of 6.72% above the No New Revenue Tax Rate for the City of Alvin Fiscal Year 2024-2025.

6. CONSENT AGENDA

- A. Consider approval of the August 15, 2024, City Council meeting minutes.
- B. Consider awarding a bid to Vestis, as the vendor for the uniform services for two (2) years with an option to continue services for an additional two (2) years at the same price and conditions; and authorize the City Manager to sign related documents upon legal review.
- C. Consider approval of Lease Agreements with Enterprise Fleet Management for six (6) Chevy Tahoes for the Alvin Police Department for an amount not to exceed \$130,000.00

from the FY24 budget, and authorize the City Manager to sign the Lease Agreements upon legal review.

7. OTHER BUSINESS

- A. Consider Ordinance 24-W, annexing approximately 107.1041 acres of land 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.
- B. Consider Ordinance 24-X, granting consent to the annexation of approximately 107.1041 acres of land into Brazoria County Municipal Utility District No. 51; making findings of fact; providing a severability clause; providing for an effective date; and providing for other matters related thereto.
- C. Consider Resolution 24-R-25, accepting the Petition for Annexation of approximately 168.36 acres of land located in Brazoria County, Texas; setting an annexation schedule; providing for public hearings; and providing for other matters related thereto.
- D. Consider a variance request from the homeowners at 1400 Highland Drive, from Chapter 21- Subdivision and Property Development, Section 21-37 (a), to encroach twenty-five feet into the twenty-five-foot front building setback for the construction of a carport.
- E. Consider a variance request for the property owners at 208 N. 6th Street, from Chapter 21- Subdivision and Property Development, Section 21-8 (a), to construct two (2) single-family dwellings on a single lot.
- F. Consider Ordinance 24-Y, an Ordinance of the City of Alvin, Texas, amending Chapter 21, Subdivisions and Property Development of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article VII. Park Land Dedication and Development Fee; providing for severability; and setting forth other provisions related thereto.
- G. Consider Ordinance 24-BB, amending Chapter 24 ½, Manufactured Homes and Manufactured Home Parks, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article III. Manufactured Homes Located Outside of Manufactured Home Parks, and Article IV. Manufactured Home Parks; providing for penalties; providing for publication; providing for severability; and setting forth other provisions related thereto.
- H. Consider Resolution 24-R-26, creating the Economic Development Advisory Committee for the City of Alvin and amending the City of Alvin Board and Commission Handbook; and setting forth other matters related thereto.
- I. Consider Ordinance 24-T, amending Chapter 28, Comprehensive Fee Ordinance, for the purpose of setting certain solid waste collection and disposal fees for residential, commercial, and roll-off containers; providing for a ten percent (10%) penalty for late payment; providing for an effective date of October 2024 billing cycles; providing for publication; and setting forth other provisions related thereto.
- J. Consider Ordinance 24-Z, adopting the annual budget for the City of Alvin, Texas, for Fiscal Year 2024-25; directing the City Secretary to post a copy of the budget on the City of Alvin website; and setting forth other provisions related thereto.
- K. Consider ratifying the property tax revenue reflected in the City of Alvin's Adopted Budget for Fiscal Year 2024-25 in accordance with the Texas Local Government Code.

- L. Consider Ordinance 24-AA, adopting and levying the ad valorem tax rate for Tax Year 2024, commencing October 1, 2024, and ending September 30, 2025.
- M. 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.

8. REPORTS FROM THE CITY MANAGER

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

9. 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.

10. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, on **THURSDAY, August 29, 2024, at 4:45 p.m.**



/s/ Dixie Roberts
Dixie Roberts, City Secretary

Removal Date: _____

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

In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, Samantha Gonzalez, do solemnly affirm, that I will faithfully execute the duties of the office of Associate Municipal Judge for the City of Alvin and of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Affiant

SWORN TO and subscribed before me by affiant on this 5th day September 2024.



Signature of person administering Oath

Mo Ghuneim

Printed Name

Presiding Judge

Title



Office of the Mayor, City of Alvin, Texas

Proclamation

- WHEREAS,** National Hispanic Heritage Month, celebrated since 1968, honors the Latino and Hispanic communities and how they influence and contribute a richness of culture to humanity; and
- WHEREAS,** This month highlights the roles played by those communities throughout American history, timed to coincide with the Independence Day celebrations of several Latin American nations; and
- WHEREAS,** The Alvin Museum Society will commemorate Hispanic Heritage Month with an Exhibit and Fiesta on Saturday, September 7th, featuring soldados, ballet folklórico, mariachi, and community engagement to honor those of Latin American descent; and
- WHEREAS,** The City of Alvin recognizes and treasures the contributions of our Hispanic/Latino community, whose cultural diversity and active involvement enrich our city and strengthen its inclusive spirit.

NOW, THEREFORE, I, Gabe Adame, as Mayor of the City of Alvin Texas and on behalf of the City Council do hereby proclaim September 15th through October 15th, 2024, as

Hispanic Heritage Month

in the City of Alvin and encourage all citizens to celebrate the rich legacy and profound impact of the Hispanic and Latino Heritage.

WITNESS my hand and seal this
5th day of September 2024.

Gabe Adame, Mayor



AGENDA COMMENTARY

Meeting Date: 9/5/2024

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Public hearing to receive comment on the proposed tax rate of \$0.6850 per \$100 of valuation for the Fiscal Year 2024-2025 (2024 tax year), which is a tax increase of 6.72% above the No New Revenue Tax Rate for the City of Alvin Fiscal Year 2024-2025.

Type of Item: Public Hearing

Summary: The City's proposed tax rate (\$0.6850) per \$100 of assessed value exceeds the No New Revenue tax rate but is less than the Voter Approval Rate. As a result, Section 26.05 of the Texas Tax Code requires City Council to hold one (1) public hearing on the proposed tax rate.

City Council will consider adopting the final tax rate under a separate agenda item scheduled for September 5, 2024.

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: 8/28/2024 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 8/28/24

Supporting documents attached:

1. Notice of Public Hearing on Tax Increase
-

Recommendation: **Mayor Adame to Announce that** City Council will consider adopting the proposed tax rate of \$0.6850 per \$100 of valuation for the Fiscal Year 2024-2025 (2024 tax year) at the September 5, 2024 City Council meeting.

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☒

Reviewed by City Manager, if applicable: ☒

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.685000 per \$100 valuation has been proposed by the governing body of CITY OF ALVIN.

PROPOSED TAX RATE	\$0.685000 per \$100
NO-NEW-REVENUE TAX RATE	\$0.641839 per \$100
VOTER-APPROVAL TAX RATE	\$0.699794 per \$100

The no-new-revenue tax rate is the tax rate for the 2024 tax year that will raise the same amount of property tax revenue for CITY OF ALVIN from the same properties in both the 2023 tax year and the 2024 tax year.

The voter-approval rate is the highest tax rate that CITY OF ALVIN may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that CITY OF ALVIN is proposing to increase property taxes for the 2024 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 5, 2024 AT 7:00PM AT the City Council Chambers, Alvin City Hall, 216 W. Sealy Street, Alvin, Texas 77511.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, CITY OF ALVIN is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City Council of CITY OF ALVIN at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

FOR the proposal: Martin Vela, Council Member Dist. A Richard Garivey, Council Member Dist. C
Glenn Starkey, Council Member Dist. D Meagan DeKeyzer, Council Member Dist. E
Keko Moore, Council Member, Pos. 1 Joel Casto, Council Member Pos. 2

AGAINST the proposal:

PRESENT and not voting: Gabe Adame, Mayor

ABSENT: Chris Vaughn, Council Member Dist. B

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax

rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by CITY OF ALVIN last year to the taxes proposed to be imposed on the average residence homestead by CITY OF ALVIN this year.

	2023	2024	Change
Total tax rate (per \$100 of value)	\$0.685000	\$0.685000	increase of 0.000000 per \$100, or 0.00%
Average homestead taxable value	\$185,088	\$200,209	increase of 8.17%
Tax on average homestead	\$1,267.85	\$1,371.43	increase of 103.58, or 8.17%
Total tax levy on all properties	\$15,295,414	\$16,682,878	increase of 1,387,464, or 9.07%

For assistance with tax calculations, please contact the tax assessor for CITY OF ALVIN at (979) 864-1320 or taxoffice@brazoriacountytexas.gov, or visit <https://www.brazoriacountytexas.gov/departments/tax-office> for more information.

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL REGULAR MEETING
THURSDAY, AUGUST 15, 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; Council members: Martin Vela, Joel Castro, Glenn Starkey, Richard Garivey and Meagan DeKeyzer.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Chris Thomas, Administrative Services Director; Dan Kelinske, Parks and Recreation Director; Paul Chavez, Economic Development Director and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Junru Roland, City Manager, gave the invocation. Council member Moore led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

PRESENTATION

Humane - Annual Departmental Presentation.

Autumn Miller, Alvin Animal Adoption Center Manager, gave the annual departmental update before City Council.

PUBLIC COMMENT

John Burkey presented comments regarding upcoming Senior Citizen Center activities, including the "Seniors Got Talent" event scheduled for August 22, 2024, starting at 10:00 a.m. and the Hispanic Heritage Month Exhibit on September 7th at 10:00 a.m.

PUBLIC HEARING

Public hearing to receive comment on the proposed annexation of approximately 107.1041 acres, located near the intersection of County Road 149 and County Road 529, in Brazoria County, Texas.

Mayor Adame opened the public hearing at 7:16 p.m. There were no comments made. Mayor Adame closed the public hearing at 7:17 p.m.

Public hearing to receive comment on the proposed Fiscal Year 2024-25 Annual Budget.

Mayor Adame opened the public hearing at 7:17 p.m. There were no comments made. Mayor Adame closed the public hearing at 7:18 p.m.

CONSENT AGENDA

Consider approval of the August 1, 2024, Budget Workshop meeting minutes.

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

Consider approval of the August 6, 2024, Budget Workshop meeting minutes.

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

OTHER BUSINESS

Discuss and take a record vote to propose an ad valorem tax rate of \$0.68500 per \$100 of assessed valuation for Tax Year 2024 (Fiscal Year October 1, 2024 - September 30, 2025), which exceeds the No New Revenue Rate, and is the same as the City's current ad valorem tax rate, to be considered for adoption at a future meeting.

The tax rate adoption process consists of the comparison of four (4) rates: the No New Revenue Rate, the Voter Approval Rate, the De Minimis Rate and the City's Proposed Tax Rate. The No New Revenue Rate (\$0.641839 per \$100 of assessed valuation) is a hypothetical benchmark tax rate. It is used to calculate the total tax rate needed to raise the same amount of property tax revenue from the same properties on the tax roll in both the 2023 tax year (FY24) and the 2024 tax year (FY25). The Voter Approval Rate (\$0.699794 per \$100 of assessed valuation) is the highest tax rate that the City may adopt without voter approval and requires an election (petition or mandatory) to go above the rate. The De Minimis Rate (\$0.678381 per \$100 of assessed valuation) is a hypothetical benchmark tax rate that will generate \$500,000 more in property tax revenues on properties on the tax roll in 2023 tax year and 2024 tax year, as well as pay the annual principal and interest on bonds and other debt secured by property tax revenues. The Proposed Tax Rate (\$0.68500 per \$100 of assessed valuation) is the rate proposed to generate property tax revenues to be used for the general maintenance and operational costs of providing City services and paying the annual principal and interest on bonds and other debt secured by property tax revenues. According to the Local Government Code, when a city initially proposes a tax rate that exceeds the lower of the Voter Approval Rate or the No New Revenue Rate, the city council must vote to place a proposal to adopt the proposed rate on the agenda of a future meeting as an action item. If the motion passes, the governing body must schedule one public hearing on the City's proposed tax rate. For FY25, staff is proposing to keep the City's current tax rate of \$0.68500 per \$100 of taxable assessed valuation. Because the City's Proposed Tax Rate exceeds the lower of the No New Revenue Rate and is less than the Voter Approval Rate, one (1) public hearing is required to be held before adopting the proposed tax rate. This public hearing is scheduled for September 5, 2024, at 7:00 p.m. The City Council will consider adopting the City's "final" tax rate at the regular meeting of the City Council on September 5, 2024, at 7:00 p.m.

Chris Thomas, Director of Administrative Services, presented this item before City Council with explanation.

Council member Starkey moved to approve an ad valorem tax rate of \$0.68500 per \$100 of assessed valuation for Tax Year 2024, to be considered for adoption at a future meeting. Seconded by Council member Vela; motion carried with all members present voting Aye.

Consider setting one (1) public hearing concerning the proposed tax rate for Thursday, September 5, 2024, at 7:00 p.m., in the City Council Chambers, City Hall, 216 West Sealy, Alvin, Texas.

The City's proposed tax rate exceeds the No New Revenue tax rate but is less than the Voter Approval Rate. As a result, the Local Government Code requires City Council to set (1) public hearing on the proposed tax rate. The City Council will consider adopting the final tax rate at the regular meeting of the City Council on September 5, 2024, at 7:00 p.m.

Chris Thomas, Director of Administrative Services, presented this item before City Council with explanation.

Council member Moore moved to approve setting a public hearing concerning the proposed tax rate for Thursday, September 5, 2024, at 7:00 p.m., in the City Council Chambers, City Hall, 216 West Sealy, Alvin, Texas. Seconded by Council member Starkey; motion carried with all members present voting Aye.

Consider Ordinance 24-U, amending Chapter 28, Comprehensive Fee Ordinance of the Code of Ordinances of the City of Alvin, TX, for the purpose of revising certain water and wastewater fees for residential and commercial customers; providing for a ten percent (10%) penalty for late payment; providing for an effective month of October billing cycles for the Fiscal Year 2024-25; and setting forth other provisions related thereto.

The City Ordinance requires that water and sewer rates be increased, at minimum, based on the annual consumer price index rate for all urban consumers (CPI-U) for the Houston-Galveston-Brazoria, Texas area. The ordinance also allows the consideration of other factors to determine if an additional increase in water and sewer rates is warranted. In January 2023, the City held a city council workshop in which the City's consultants presented the results of the Wastewater Master Plan and the Water & Wastewater rate study. The rate study identified the need to increase water and wastewater rates by 14.9% in FY25 to implement the projects identified in the Wastewater Master Plan. However, to mitigate consecutive spikes in water and wastewater rates -- being that we increased rates by 10% in FY24, staff reprioritized some of the utility projects. As a result, for FY25, staff is proposing to increase water and wastewater rates by 5% (9.9% below the planned rate study increase). This calculates to an approximately 4.97 monthly increase for the average residential customer, using 5,000 gallons per month. The revenue generated from the rate increase will be

used to fund the continuation of the Water/Wastewater Master Plan capital improvement program, water and wastewater operations and maintenance needs, as well as the annual principal and interest on bonds and other bond covenant requirements.

The proposed water and wastewater rate increases for FY25 are as follows:

WATER RATES	Current Rate	5.00% rate Increase	Proposed Rate
Base 2,000 Gallons			
Residential	\$24.39	\$1.22	\$25.61
Commercial	\$25.59	\$1.28	\$26.87
Per each 1,000 (2,001- 7,000)	\$6.23	\$0.31	\$6.54
Per each 1,000 (7,001- above)	\$9.52	\$0.48	\$10.00

WASTEWATER RATES	Current	5.00% rate Increase	Proposed Rate
Base 2,000 Gallons			
Residential	\$37.81	\$1.89	\$39.70
Commercial	\$38.90	\$1.95	\$40.85
Per each 1,000 (2,001- above)	\$6.23	\$0.31	\$6.54

Staff recommends approval of Ordinance 24-U

Chris Thomas, Director of Administrative Services, presented this item before City Council with explanation.

Council member DeKeyzer moved to approve Ordinance 24-U, amending Chapter 28, Comprehensive Fee Ordinance of the Code of Ordinances of the City of Alvin, for the purpose of revising certain water and wastewater fees for residential and commercial customers; providing for a ten percent (10%) penalty for late payment; providing for an effective date on the October 2024 billing cycles for Fiscal Year 2024-2025; and setting forth other provisions related thereto. Seconded by Council member Starkey; motion carried with all members present voting Aye.

Consider Ordinance 24-V, releasing land from the Extraterritorial Jurisdiction of the City of Alvin; providing findings of fact; containing a severability clause; and providing for other matters related thereto.

On or about July 17, 2024, the City received a Petition for Release from the Extraterritorial Jurisdiction of the City from Rebecca Orlando, the owner of approximately 2.00 acres of land located on Brazos River Road in Damon, Texas. This property is on the far west of Alvin's ETJ, as reflected in the Alvin ETJ map, attached. Section 42.105(d) states that the City shall take action on a Petition for Release before either the 45th day after receiving the petition, or the next meeting that occurs after the 30th day after receiving the petition, whichever is later. This Ordinance is being presented within 45 days of receiving the Petition. Staff recommends approval.

City Attorney Suzanne Hanneman presented this item to the City Council, explaining that the property meets state requirements for release and that the municipality has no valid reason to withhold approval. She recommended releasing the land from the Extraterritorial Jurisdiction (ETJ) Territory. Council Member Vela expressed concerns about the release, stating his opposition to removing any property from the City of Alvin's jurisdiction. He empathized with the property owner's challenge of adhering to city platting requirements for a small, distant parcel but suggested that a variance to the subdivision ordinance could resolve the issue without setting a precedent that might hinder future city growth. Council Member Garivey echoed Vela's concerns, particularly regarding the potential negative impact on the city's future growth. Council Member Castro supported the release, stating that the property owner, who cannot vote for city council members, is unfairly subject to city regulations. Council Member Moore added that the City does not benefit from taxes on this property and that the ETJ process is burdensome for both the property owner and the City. Discussion continued.

Council member Castro moved to approve Ordinance 24-V, releasing land from the Extraterritorial Jurisdiction of the City of Alvin; providing findings of fact; containing a severability clause; and providing for other matters related thereto. Seconded by Council member Starkey; motion carried with all members present voting Aye, except for Council members Garivey and Vela, who voted No.

Consider the appointment process of appointing members to the Comprehensive Plan Advisory Committee (CPAC).

The consulting team working on the Alvin Comprehensive Master Plan is requesting an ad-hoc committee be created and composed of area residents, public officials, and business owners to act as a sounding board throughout the process. This committee (CPAC) will meet periodically throughout the duration of the Comp Plan process to review process and findings and offer feedback. I am requesting each council member to email me a list of two or three candidates to be selected for the CPAC. In your recommendation, please keep in mind that members:

- *should be knowledgeable about the issues and challenges facing the City, as well as the opportunities;*
- *should be civic-minded and want to be part of Alvin's future;*
- *must be prepared to **attend at least 6 evening meetings** over the course of the next several months;*
- *will be required to read draft plan elements and provide feedback;*
- *is willing to function as a Comp Plan Ambassador and be willing to discuss the draft Comprehensive Plan with members of the community, if asked.*

Paul Chavez, Economic Development Director, presented this item to the City Council. He informed the Council that the consulting team had requested each member to recommend three individuals to serve on the proposed committee, outlining the necessary requirements and qualifications for committee members. Mr. Chavez asked each member of City Council to email him a list of three recommended individuals to serve on the committee by next Thursday.

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; and he reviewed the preliminary list for the September 5, 2024, City Council Meeting.

ITEMS OF COMMUNITY INTEREST

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

Council member Starkey encouraged all to attend the Hispanic Heritage Exhibit event at the Alvin Historical Museum on September 7th.

Council member Moore reminded everyone that the Alvin Yellowjacket Football season starts this week. He encouraged everyone to go support the teams at their scrimmages tomorrow, August 16th at Alvin High School Stadium.

Council member Vela thanked Alvin ISD Police Department for their assistance with some of his traffic concerns as the school year began.

ADJOURNMENT

Mayor Adame adjourned the meeting at 7:47 p.m.

PASSED and APPROVED the 5th of September 2024.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 9/5/2024

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider awarding a bid to Vestis, as the vendor for the uniform services for two (2) years with an option to continue services for an additional two (2) years at the same price and conditions; and authorize the City Manager to sign related documents upon legal review.

Type of Item: Contract/Agreement

Summary: Uniforms are issued and worn by City staff in several departments while staff are on duty; Public Works, Parks and Recreation, Inspections, Engineering, and Fleet departments. In addition to providing and laundering staff's uniforms, these uniform services include providing and laundering floor mats for building entrances at Public Services, the Wastewater Plant, the Senior Center, and mechanic shop towels/rags for the Fleet staff.

The contract for these services with the current vendor ends on September 30, 2024.

On August 6, 2024, bids were opened for these services. Vestis was the only bidder. Vestis' services and pricing are comparable to our current uniform services vendor.

Staff recommends awarding the bid for staff's uniform services to Vestis.

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

Funding Account: 312-5501-00-3320 **Amount:** \$17,270 **1295** **Form** Yes ☒ No ☐
211-6001-00-3320
211-6002-00-3320 **Required?**
211-6003-00-3320
211-6006-00-3320
111-7001-00-3320
111-5001-11-3320
111-5001-17-3320

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 8/26/2024 SLH

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

Supporting documents attached:

1. B-24-04; Uniform Services; Bid Received; Vestis

Recommendation: Move to award a bid to Vestis, as the vendor for the uniform services for two (2) years with an option to continue services for an additional two (2) years at the same price and conditions; and authorize the City Manager to sign related documents upon legal review.

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Manager, if applicable: X

SCOPE OF WORK & SPECIFICATIONS

B-24-04

The bidder shall complete every space in the bidder proposal column with either a checkmark to indicate the item being bid is exactly as specified or a description to indicate any deviation of the item being bid from the specifications.

Item #	Description of Requirements	Bidder's Proposal
1	At the beginning of the contract period, the initial issue will be of new uniforms to each designated city employee. The environmental charges are to be <u>included</u> in the price of uniforms. No additional charges will be granted.	✓
2	As a part of the initial distribution, each employee will either be measured for proper fit or allowed to try on examples of the exact style of shirt and pants to be furnished. Uniforms must be constructed of comfortable, starched, breathable cotton blend.	✓
3	Uniform delivery will be once each week to three different locations as specified. Delivery charges are to be included in the price of uniforms.	✓
4	The number of uniforms per employee will be eleven (11) per employee. The vendor will be obligated to continually upgrade clothing that becomes worn, soiled, torn, or poorly fitting, as determined by the City of Alvin throughout the term of the contract period at no additional charge to the City of Alvin.	✓
5	New employees hired by the City of Alvin after the initial issue will be issued new uniforms not used ones. New employees will not be charged a setup fee or prep fee.	✓
6	Mending, alterations, and garment size exchanges on all uniforms will be done without additional charges to the City of Alvin.	✓
7	New orders should be filled within one week following the placement of the order.	✓
8	At no charge, the vendor will furnish individually locking storage systems for each employee, in addition to an adequately sized soiled garment storage locker, at three separate locations as specified.	I will be charging 0.50 per (8) Bank Locker
9	A document indicating the quantity of uniforms turned in by each employee, and the quantity of uniforms for each employee delivered by vendor, shall be furnished to each department each week.	✓

10	Garments are to be delivered on hangers and placed in the employee's individually assigned locker.	✓
11	Garments lost or destroyed by the vendor shall be replaced in kind without charge to the City of Alvin.	✓
12	Garments deemed damaged by vendor must be approved by City of Alvin before payment is issued for said garments.	✓
13	Garment problems or repair cards will be placed in all garment distribution points to provide corrections as needed.	✓
14	A label bearing the City of Alvin logo shall appear on the front of each shirt, with a separate, matching label bearing the employee's first name on the other side of the front shirt. At no charge, the vendor should furnish all Alvin logos and name tags. There should also be no charge for labels falling off the garments.	✓
15	The uniform material will be as follows: <u>Shirts</u> – Cotton blend - Wrinkle-resistant work shirt, long or short sleeves at the same price. (per employee request). All shirts will have two pockets on the shirt. One pocket will be on each side of the front of the shirt. 65% cotton/35% polyester dress shirts. <u>Shirts</u> - Button down Collar poplin - Stain, moisture, and wrinkle resistant. All shirts will have left chest pockets on the shirts. The City of Alvin logo is embroidered on the right. 65/35 poly-cotton blend. <u>Pants</u> – 65% polyester/35% cotton slacks/pants.	✓
16	Servicing shall be for a total of sixty to seventy-five (60-75) full-time City of Alvin employees at three (3) different locations.	✓
17	There is no charge to replace uniforms where the user has gained and or lost weight and the uniforms no longer fit properly.	✓
18	The vendor will agree to fill shortages or replace damaged garments within one (1) week after notification. Employees hired after the installation of the original contract will be furnished within one (1) week of notification.	✓
19	The contract for these services, if awarded, shall be for (2) years as specified. It is also a specific provision of this proposal that the City of Alvin and the Vendor may mutually agree to renew the contract consummated under this proposal for an additional period of two (2) years with the same terms and conditions. No more than one (1) extension shall be made to the original agreement.	✓
20	New uniforms shall be given to employees every year on the installation date and as needed to maintain standards of quality and appearance. The service provider must schedule annual fitting appointments thirty (30) days before the issuance of new uniforms.	✓

21	In the event of any discrepancy in service, this agreement may be canceled with a thirty (30) day written notice. At any time during these 30 days, vendor may respond in writing as to the corrective measures to be taken. Continued discrepancies will be cause for immediate cancellation.	✓
22	Wiping Towels: Red Towel 18' x 18" highly absorbent, 100 % cotton. The price to be given as fifty (50) per bundle.	✓
23	Entrance Mats: Rubber back 3' x5' mats and regular mats for entrances. Mats should be delivered to three different locations as follows: Public Services Facility, Alvin Senior Center, and WWTP.	✓

Any additional services such as floor mats, shop rags, etc. can be proposed on the BID SUMMARY SHEET listing as individual prices for each item. The City of Alvin will consider these services as optional and will in no way be required to be included as part of the service agreement.

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BID SUMMARY SHEET B-24-04

Submit the following prices in the categories that follow bases on a weekly rate:

I. UNIFORMS

Work Shirts (11 count, 65/35 cotton blend, long or short sleeve)	\$ <u>1.65</u>	Per Employee
Poplin Shirts (11 count, 65/35 cotton blend, long or short sleeve)	\$ <u>1.98</u>	Per Employee
Polo Shirts (11 count, 65/35 cotton blend, short sleeve)	\$ <u>1.65</u>	Per Employee
Slacks/pants (11 count, 65/35 cotton blend)	\$ <u>1.65</u>	Per Employee
Uniform Sub Total	\$ <u>6.93</u>	Per Employee

II. WIPING TOWELS

Towels (50 count, 18" x 18", 100 % cotton)	\$ <u>3.75</u>	Per Bundle
Wiping Towels Sub Total	\$ <u>3.75</u>	Per Bundle

III. ENTRANCE MATS

3' X 5' regular (rubber back)	\$ <u>1.80</u>	Per Mat
3' x 4' regular (rubber back)	\$ <u>.96</u>	Per Mat
3' x 10' regular (rubber back)	\$ <u>2.40</u>	Per Mat
4' x 6' regular (rubber back)	\$ <u>1.92</u>	Per Mat
Entrance Mats Sub Total	\$ <u>7.08</u>	

GRAND TOTAL

\$ 17.76

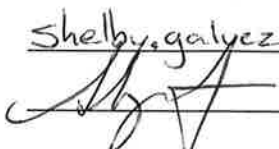
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UNRETURNED INVENTORY CHARGES

Work Shirts	\$ <u>16.68</u>	Per Shirt
Poplin Shirts	\$ <u>22.43</u>	Per Shirt
Polo Shirts	\$ <u>27.60</u>	Per Shirt
Slacks/pants	\$ <u>21.28</u>	Per Shirt
Towels	\$ <u>1.00</u>	Per Towel
	\$ <u>125.⁰⁰</u>	Per Bundle
3' X 5' regular (rubber back)	\$ <u>77.05</u>	Per Mat
3' x 4' regular (rubber back)	\$ <u>51.75</u>	Per Mat
3' x 10' regular (rubber back)	\$ <u>132.25</u>	Per Mat
4' x 6' regular (rubber back)	\$ <u>100.05</u>	Per Mat

No additional charges of any kind will be allowed to be charged during the term of the contract if not noted in the bid summary. Any variations from the detailed specifications must be noted. The City of Alvin reserves the right to increase or decrease the estimated quantities. The City reserves the right to award this contract to the lowest or best bidder of each item or the entire bid to one lowest or best bidder, whichever is in the best interest of the City.

Special Note: Altered bids will not be accepted.

NAME: Shelby Galvez
TITLE: Regional Account Executive
COMPANY: Vestis
ADDRESS: 10110 Cash Road
Stafford, TX 77477
TELEPHONE: 281-690-~~1234~~ 2969
EMAIL: shelby.galvez@vestis.com
SIGNATURE: 

Mail /Deliver bid to City of Alvin
 Attn: City Clerk (BID TITLE)
 216 West Sealy Alvin, Texas 77511

Standard Terms and Conditions

ADDENDA: Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Alvin Purchasing Office. Any changes to specifications will be made in writing and posted on the City's website at: <https://www.alvin-tx.gov/Bids.aspx>. Respondents shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found within this document.

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

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

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

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

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

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

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

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

CONTRACTUAL LIMITATIONS PERIOD: Any provision of the contract that establishes a limitations period that does not run against the City by law or that is shorter than two (2) years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code).

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

CONFLICT OF INTEREST: No public official shall have an interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of the City of Alvin. More than one proposal on any one contract from a respondent or individual under different names shall be grounds for rejection of all proposals in which the respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between respondents. Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Alvin, including affiliations and business and financial relationships such persons may have with City of Alvin officers. By doing business or seeking to do business with the City of Alvin, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

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

PURCHASE ORDER: City of Alvin may generate a purchase order to the successful respondent. The purchase order number must appear on all invoices, packing lists and all related correspondence. The City of Alvin will not be responsible for any orders placed and/or delivered without a valid purchase order number.

DELIVERY: Any delivery and freight charges (FOB City of Alvin designated location) are to be included in the proposal price.

INVOICES: Invoices must be itemized, and purchase order number must be referenced on the original invoice. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the proposer for correction. Invoices submitted for payment shall be e-mailed to: City of Alvin, Accounts Payable at, accountspayable@cityofalvin.com Invoices can be mailed to Attn: Accounts Payable, to the address: 216 W. Sealy St., Alvin, TX 77511. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

WARRANTY: Successful respondent shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

PATENTS/COPYRIGHTS: The successful respondent agrees to protect City of Alvin from claims involving infringements of patents and/or copyrights.

TERMINATION OF CONTRACT: The City of Alvin reserves the right to terminate the contract immediately in the event the successful respondent:

1. Fails to complete project in a timely manner agreed upon by both parties;
2. Otherwise fails to perform in accordance with this contract;
3. Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of Alvin may have in law or equity. Respondent, in submitting this proposal, agrees that City of Alvin shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

TERMINATION FOR CONVENIENCE: The contract may be terminated, without penalty, by either party by providing thirty (30) days' written notice to the other party.

NOTICE: Any notice provided by this Bid Proposal or required by law to be given to the successful respondent by City of Alvin shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in Alvin, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

ASSIGNMENT: The successful respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of Alvin.

INTERLOCAL AGREEMENT: Chapter 791, Texas Government Code and Chapter 271, Subchapter F, Texas Local Government Code, authorizes cities to enter into Interlocal purchasing agreements to take advantage of potential cost savings resulting from cooperative purchasing efforts. Successful contractor(s) agree(s) to extend prices and terms to all entities who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of Alvin.

CONTINGENCIES: Before submitting their bid, Proposers should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Proposers should include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the completion of the compensation and classification study, notwithstanding that every item or contingency is not specifically mentioned herein.

CERTIFICATE OF INTERESTED PARTIES: Applies to all contracts that must be approved by the City Council. In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful proposer must submit a Certificate of Interested Parties (Form 1295) at the time the signed contract is submitted to the City. This applies to any contract of any amount that must be approved by the City Council. Form 1295 must be filed electronically with the Texas Ethics Commission using the online filing application located at:
<https://www.ethics.state.tx.us/filinginfo/1295/>

Prohibition on Contracts with Companies Boycotting Israel: Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel, and requiring contract terms that state that the vendor does not boycott Israel and will not boycott Israel during the term of the contract. The Texas State Comptroller maintains a list of companies that boycott Israel. Inclusion on this list will prevent the City of Alvin from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

Prohibition on Contracts with Certain Entities: Beginning September 1, 2017, a municipality may not enter into a contract with a company that does business with Iran, Sudan, or known terrorist organizations, and contracts must contain language to that effect. The Texas Comptroller maintains a list of companies known to do business with Iran, Sudan or known terrorist organizations. Inclusion on this list will prevent the City of Alvin from entering into a contract with that vendor. Below is a link to the list. <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Prohibition on Contracts with Companies Boycotting Oil Companies: Beginning September 1, 2021, state law prohibits governmental entities from contracting with companies who boycott oil companies and requiring contract terms that state that the vendor does not boycott oil companies and will not boycott oil companies during the term of the contract.

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries: Beginning September 1, 2021, state law prohibits governmental entities from contracting with companies that discriminate against firearms and ammunition industries and requiring contract terms that state that the vendor does not discriminate against firearms and ammunition industries and will not discriminate against ammunition industries during the term of the contract.

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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	
1 Name of vendor who has a business relationship with local governmental entity. Vestis	Date Received	
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. _____ Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☒ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☒ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 _____ Signature of vendor doing business with the governmental entity		7-31-24 Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG176.htm>. For easy reference, below are some of the sections cited on this form.

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

{C} of a family relationship with a local government officer.

REFERENCES

City of League City – 1150 Big League Dreams Pkwy, League City, TX 77573 (281) 316 – 3400

City of Deer Park – Police Department – 2911 Center Street, Deer Park, TX 77536 (281) 930 – 2160

City of Houston Health & Human – 8000 N Stadium Dr 7th Fl, Houston, TX 77054 (832) 393 – 3968

City of Dayton – 117 Cook Street, Dayton, TX 77535 (936) 258 - 2642

SERVICE AGREEMENT

This **SERVICE AGREEMENT** (this "Agreement") is made and is effective this 1st day of August, 2024 (the "Effective Date"), between **City of Alvin**, ("Customer"), with principal place of business at 1100 West Hwy 6 , Alvin, TX 77511, and **Vestis Services, LLC** ("Company"), with offices at 115 North First Street, Burbank, California 91502.

Section 1. Company agrees to supply and Customer agrees to rent the textile merchandise and/or other items set forth on Schedule I attached to this Agreement (collectively, the "Merchandise"), exclusively from Company. Company will launder, mend and finish rental Merchandise. The rental prices, replacement rates and other charges for the initial Merchandise are set forth on Schedule I. Customer locations are authorized to order additional products and services offered by Company (which shall be deemed Merchandise under this Agreement). The rental prices, replacement rates and other charges for any additional Merchandise ordered by a Customer location will be as agreed to by Company and the Customer location and set forth on the Customer location's weekly invoice.

Section 2. The Merchandise shall be provided at those Customer locations identified on Schedule II attached hereto, and at all other additional locations in Company's service area where Customer requests to utilize textile rental services under this Agreement. For Customer locations serviced by Company prior to the Commencement Date (as defined below), the charges set forth in this Agreement shall be implemented within 45 days after the Commencement Date.

Section 3. All rental Merchandise supplied to Customer under this Agreement is the property of Company and shall be promptly returned on demand. Company will replace rental Merchandise worn out through normal wear and tear at no additional charge. Customer agrees to pay for rental Merchandise that is lost or damaged. The charge for lost or damaged Merchandise shall be the then current replacement rate. The initial replacement rate for the initial Merchandise is set forth on Schedule I.

If an "EasyCare®" charge is included, Company will replace the corresponding garment Merchandise that is ruined by Customer and non-garment Merchandise that is lost or ruined by Customer, in each case without any additional replacement charge. Merchandise that is lost or ruined as a result of willful misconduct or intentional abuse is not covered by EasyCare® and Customer is still responsible for preparation, embroidery and emblem charges. Either party may discontinue EasyCare® on garment Merchandise by providing written notice to the other party, in which case standard loss and ruin charges will apply.

Section 4. The term of this Agreement shall be one hundred twelve (112) consecutive weeks following the later of the last signature date below or the date the rental Merchandise is first installed at a Customer location under this Agreement (the "Commencement Date"). Thereafter, this Agreement shall automatically renew for successive fifty-two (52) consecutive week periods unless either party gives the other party written notice of termination (by means of U.S. mail, return receipt requested, to the address first set forth above for the applicable party (attention Director of Service, National Accounts, in the case of Company)) at least 90 days, but not more than 180 days, before the end of the then current term of this Agreement. In addition, Customer acknowledges and agrees that any location that is installed with rental Merchandise at any time during the last one hundred and fifty-six (156) consecutive weeks of this Agreement, shall continue to rent all of its Merchandise exclusively from Company for at least one hundred and fifty-six (156) consecutive weeks from the date rental Merchandise was first installed at such location, regardless of the expiration or termination of this Agreement for any other Customer location.

Section 5. (a) All charges under this Agreement are due and payable thirty (30) days from the date of each statement rendered by Company. Customer agrees to pay Company a late payment charge equal to the lesser of 1.5% per month or the maximum permitted by law for any payments not received by Company by the applicable due date.

(b) Customer agrees that all charges shall be increased annually on or after each anniversary of the Effective Date of this Agreement in an amount up to the percentage change in the Consumer Price Index over the previous 12 months or 5%, whichever is greater. Charges may be additionally increased upon written notice (which may be by invoice or monthly statement). Customer may reject any such additional increase by notifying Company in writing within 15 days of receiving notice of such increase. If Customer rejects an additional increase, Company reserves the right to terminate this Agreement in whole or in part. Company may add surcharges or other ancillary charges upon written notice (which may be by invoice or monthly statement) at any time.

(c) Customer shall be responsible for any sales or use taxes or other governmental impositions of any kind on the amounts owed by Customer to Company (or collected by Company from Customer) under this Agreement.

(d) In consideration of the sizeable investment Company is making in Merchandise for Customer, Customer agrees that Company may impose minimum per invoice recurring charges equal to the greater of (a) \$25 or (b) 75% of the average weekly charges during the initial three months following the Commencement Date.

(e) Company will bill and invoice Customer using Company's established standard billing and invoicing procedures. Company will not be required to agree to any non-standard billing and invoicing procedures requested by Customer, including requests to prepare reports and analyses or to utilize Customer's billing systems. Any deviations from Company's standard billing and invoicing procedures agreed to by Company will be at Customer's sole expense at a cost to be agreed to by the parties. The charges set forth on Schedule I are based on a 52-week year. Customer shall be responsible for charges applicable to each employee without regard to the absence of any employee for any reason other than termination of employment.

Section 6. (a) The Merchandise provided under this Agreement shall not be reduced without Company's consent, except that Customer may reduce the garments related to an employee that is no longer employed by Customer and is not replaced by another employee. Customer agrees to immediately notify Company in writing of any employee's termination and agrees to immediately return all Merchandise issued to such employee. Customer's management shall designate specific personnel at each Customer location who shall have responsibility for notifying Company's route sales representative of any personnel changes and of any new inventory requirements. Company's route sales representative shall be so notified at the time of delivery of the Merchandise.

(b) With respect to the Merchandise covered by this Agreement, Customer acknowledges that Company's Merchandise is not interchangeable and cannot be mixed with those of other textile rental service companies. Customer agrees that it will use only Company's Merchandise for Customer's total requirements, including new additional locations opened by Customer, and will have Company's Merchandise processed only by Company.

Section 7. (a) Customer may terminate this Agreement for any individual location for material deficiencies in service and/or quality of Merchandise provided:

(1) complaints are first made promptly in writing to Company's location serving the Customer location (with a copy sent by U.S. mail, return receipt requested, to the address first set forth above for Company, attention Director of Service, National Accounts or via email to VestisCares@vestis.com), stating the precise nature of any complaints;

(2) Company is afforded a reasonable period of time of at least thirty (30) days to correct, or begin to take reasonable steps to correct, any deficiencies complained of; and

(3) Company fails to correct, or begin to take reasonable steps to correct, the deficiencies complained of, within thirty (30) days.

In the event Customer complies with the foregoing and Company fails to correct or begin to take reasonable steps to correct such deficiencies at the applicable location, Customer may terminate this Agreement at any such location.

Section 8. (a) Customer agrees to pay all loss or ruin charges and all unpaid statements upon any termination or expiration of this Agreement at any Customer location. EasyCare® does not cover lost or ruined Merchandise identified in connection with any reduction or elimination of Merchandise or any termination or expiration of this Agreement.

(b) If Customer breaches this Agreement or terminates this Agreement early, other than in accordance with Section 7(a), Customer shall pay Company as liquidated damages (intended as a good faith pre-estimate of the actual damages Company would incur and not as a penalty) for each and every location so terminated, an amount equal to the greater of (a) fifty percent (50%) of the average weekly charges at such location(s) during the three months prior to termination multiplied by the number of weeks remaining in the current term, or (b) a buyback of all rental Merchandise being provided to Customer at such location(s) at the then current replacement rate.

Section 9. Customer acknowledges that Company may make an investment in "Special Items" provided to Customer locations. "Special Items" are (a) any items that are (i) embroidered, (ii) flame resistant, (iii) not part of Company's standard product line or (iv) otherwise denoted with an "*" on Schedule I, and (b) emblems that are unique to Customer. In addition to any other obligations under this Agreement, upon (i) any termination of this Agreement in whole or in part, by either party, whether or not for cause, (ii) the final expiration of this Agreement or (iii) the Customer's or any location's change of the specifications of any Special Items, Customer shall purchase from Company any Special Items in stock or committed by Company to Customer's service (i.e., in-service and shelf inventory, as well as manufacturer's supplies ordered by Company). The purchase price for such Special Items shall be the then current replacement rate or direct sale purchase price, as applicable, or, in the case of emblems, the purchase price set forth on Schedule I.

Section 10. (a) The Merchandise is not resistant to hazardous chemicals, contains no special hazardous chemical resistant features and is not designed for use in areas where contact with hazardous substances is possible. Customer warrants that none of

the employees for whom Merchandise is supplied pursuant to this Agreement require clothing that is resistant to hazardous substances. Customer is obligated to notify Company of any toxic or hazardous substance introduced onto the Merchandise and agrees to be responsible for any loss, damage or injury experienced by Company or its employees as a result of the existence of such substances. Company reserves the right not to handle or process any Merchandise soiled with toxic or hazardous substances. Customer agrees to indemnify Company from and against any losses, claims, expenses, damages, or liabilities, including reasonable attorney's fees incurred by Company as a result of any Merchandise being soiled with a toxic or hazardous substance.

(b) Unless otherwise stated in this Agreement, the Merchandise supplied under this Agreement is not flame resistant, contains no flame resistant features, and is not is not designed for use in areas of flammability risk is possible. Except for employees wearing flame resistant merchandise, if any, Customer warrants that none of the employees for whom Merchandise is supplied pursuant to this Agreement require clothing that is designed for use in areas of flammability risk.

(c) Any Merchandise listed on Schedule I with "FR" is flame resistant merchandise. Customer is responsible for ensuring that Customer and its employees follow the proper procedures and requirements for laundering any purchased flame resistant Merchandise as recommended by the fabric manufacturer(s). Customer will provide the following notification to its employees wearing flame resistant Merchandise:

- **WARNING** - For prevention of clothing ignition during short term and emergency exposure to flame or electric arc, do not use for protection against continuous thermal loads, hot liquids or steam. Do not wear alone for limb/torso protection during structural fire fighting. Do not use for chemical protection or protection from other hazardous substances. Failure to comply with this warning may result in serious injury or death.

Section 11. Customer agrees that Customer has selected the Merchandise and is responsible for determining its appropriateness and for the safe and proper use, placement and securing of the Merchandise. Company warrants to Customer that, so long as Customer shall not be in default of any of the provisions of this Agreement, Company shall provide Customer with Merchandise freshly processed, mended and finished in accordance with generally accepted standards of the textile industry. Company makes no other warranty, express or implied, as to any other matter whatsoever. Customer assumes all risks associated with the use of the Merchandise and Company shall not be liable either in tort or in contract for any injury, death, loss or damage, arising out of the use or misuse of, or the inability to use, the Merchandise, except to the extent such injury, death, loss or damage is due to the willful misconduct of Company or its agents or employees. Customer agrees to indemnify, defend and hold harmless Company from any and all losses, claims, expenses, damages or liabilities, including reasonable attorney's fees incurred by Company, arising out of the use or misuse of, or the inability to use, the Merchandise, or the degradation or loss of the reflectivity of any reflective Merchandise or the flame-resistant properties of any flame-resistant Merchandise. In no event will Company, its affiliates and their respective officers, directors or employees be liable to Customer for any indirect, special, incidental, consequential (including lost revenue or profits), punitive or extraordinary damages. For reflective Merchandise, any garments supplied satisfy specific ANSI/ISEA standards only if so labeled. Customer acknowledges that Company makes no representation, warranty or covenant regarding the visibility performance of any reflective Merchandise and that reflective properties may be reduced or ultimately lost through laundering.

Section 12. Company will provide, or cause to be provided, workers' compensation insurance as required by law. Additionally, Company will carry comprehensive general liability insurance (including products, contractual, and broad form vendors' coverage), with minimum limits of \$2,000,000. Any insurance coverage (additional insured or otherwise) that Company provides for Customer will only cover liability assumed by Company in this Agreement; its insurance coverage will not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of Customer. Company will furnish to Customer, upon request, a certificate of insurance via email indicating that its coverage is in effect. Customer and Company waive any right of recovery from each other for property damage or loss of property use, however occurring. This waiver includes losses covered by policies of fire, extended coverage, boiler explosion, and sprinkler leakage. This waiver will not apply to claims for personal injury or death.

Section 13. Except as otherwise set forth herein, any notice under this Agreement must be in writing and addressed to the receiving party at the address stated on the first page of this Agreement (or such other address of which that party has given proper notice) and will be effective when delivered by overnight delivery service.

Section 14. Any controversy, claim or dispute arising out of or relating to this Agreement shall be settled by binding arbitration administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitration shall be held in Los Angeles, California and each party agrees to pay its own costs and expenses (including attorney's fees) and agrees to share equally the fees owed to the AAA.

Section 15. Each of Company and Customer hereby waives all claims against each other for damages arising from interruption or postponement of service caused by reason of acts of God, strikes, lockouts or other industrial disturbances, wars, riots, arrests, explosions, fire, accidents or any other similar cause outside the parties' reasonable control. Upon discontinuance of the cause(s) of interruption or postponement of service, Company shall resume normal service and the then current term of this Agreement shall be extended by a period equal to the period of the interruption or postponement.

Section 16. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, executors, successors or assigns.

Section 17. This Agreement constitutes the entire agreement of the parties regarding its subject matter and supersedes all prior or contemporaneous agreements, discussions, or representations. This Agreement cannot be amended or changed, except in writing signed by Customer and Company. Any terms contained in a purchase order, quote, acknowledgement, or invoice will not be part of this Agreement and are not binding on either party.

Section 18. This Agreement, the pricing contained in this Agreement and all invoices and other related information provided by Company shall be considered confidential information of Company and Customer agrees to hold such information in confidence and not share it with any third party, without the prior written consent of Company.

Section 19. Customer has read the foregoing in its entirety and understands all of its terms and conditions, and warrants to Company that the person signing on behalf of Customer has the authority and power to execute this Agreement on behalf of Customer, and after the execution hereof Customer is bound by all of the terms and conditions herein. Customer confirms that by signing this Agreement, no existing contract to which Customer is a party is, or will be, breached.

Section 20. Any provision of this Agreement determined by a legal authority to be invalid or unenforceable will not affect the validity or enforceability of the rest of this Agreement. The rights and obligations of the parties which by their nature must survive the termination of this Agreement will survive the termination of this Agreement. This Agreement may be executed in multiple counterparts and sent by facsimile or other electronic means, and each counterpart will be deemed an original, which will together constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned, by their duly authorized representatives, have executed this Agreement as of the day and year first above written.

VESTIS SERVICES, LLC

City of Alvin

By:
Name:
Title:
Date:

By:
Name:
Title:
Date:

PROD DESCRIPTION	PROD CODE	RENT PRICE	MINIMUM	FREQUENCY	REPLACEMENT PRICE	EASYCARE* RATE (per item)
Scoop Towel - 18x18-Red	TE-0003-RED-18X18	\$0.020	100%	Weekly	\$1.00	\$0.010
Shirt, Wear/Tec Perf Polo -Navy	GS-1724-NAVY	\$0.130	100%	Weekly	\$27.80	\$0.030
Shirt, Team Casual, Breasted Turtl -Navy	GS-1168-NAVY	\$0.150	100%	Weekly	\$22.43	\$0.030
Shirt, Work Solid, 65/35 Blend -Navy	GS-0018-NAVY	\$0.120	100%	Weekly	\$16.68	\$0.030
Pant, Work, 65/35 Blend -Navy	GP-0003-NAVY	\$0.120	100%	Weekly	\$21.38	\$0.030
Mkt. Squeezer - 3x5-Black	DM-0025-BLAX-3X5	\$1.800	100%	Weekly	\$77.05	Not Incl.
Mkt. Standard - 4x6-Black	DM-0001-BLAX-4X6	\$1.920	50%	Weekly	\$100.05	Not Incl.
Mkt. Standard - 3x4-Black	DM-0001-BLAX-3X4	\$0.960	50%	Weekly	\$11.75	Not Incl.
Mkt. Standard - 3x10-Black	DM-0001-BLAX-3X10	\$2.400	50%	Weekly	\$33.75	Not Incl.
Locker, Sol -Silver Veln	CE-0056-SLVN-STAND	\$0.500	100%	Weekly	\$402.50	Not Incl.
Locker, Blk & Bnk -Silver Veln	CE-0034-SLVN-B/CMP	\$0.500	100%	Weekly	\$632.50	Not Incl.
MRK						
Percentage service charge on the full NAD						
Prep	USEEP	10%				
Name Embroid	VPRGP	\$2.00				
Company Embroid	VPRCMB	\$2.00				
Direct Embroidery	VPRCMB	\$4.00				
	1N6HNC	\$10.00				

*Indicates a Special Merchandise Item; buyback required
Any item with "MR" indicates a Flame Resistant garment.
PLEASE NOTE: Item codes may vary and are subject to change, including substitutes for discontinued items.

Above charges are based on 1x weekly service unless stated otherwise. Changes to service frequency are subject to increased or changed rates and/or minimum billing percentages.

EasyCare® does not cover Merchandise that is lost or ruined as a result of Customer's initial misconduct or intentional abuse or loss or ruined Merchandise identified in connection with any termination or expiration of this Agreement.

Customer Signature:

Customer Title:

Date:

Vests Signature:

Vests Title:

Date:

EXPIRES WITHOUT SIGNATURE 8/15/2024

To expedite account processing, please fill out all **required*** information on the cover page, as well as below, and **sign*** the application.

*Name of Business: City of Alvin		*DUNS Number: 021817106	
*Trade Name / DBA Name: Engineering Department		*Date Business Started:	
*Street Address: 1100 West Hwy 6	*City: Alvin	*State: TX	*Zip Code: 77511-7648
*Telephone: (281) 388-4315	Fax:	*Email Address:	
*Billing Street Address: 1100 West Hwy 6	*City: Alvin	*State: TX	*Zip Code: 77511

The Undersigned hereby makes this application for credit to Vestis Services, LLC and its subsidiaries, division, affiliates or any future successors or assigns ("Creditor") and agrees to the terms and conditions printed below. In making this application, the Undersigned agrees that all amounts payable on or before the due date on any written, quoted, or agreed terms will be paid in accordance with such terms and if not paid on or before such due date, are then delinquent. It is understood that Creditor may impose and charge a finance charge which is the lesser of one and one-half percent (1 1/2%) per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Additionally, the Undersigned shall be responsible for all collection costs, court costs and reasonable attorney's fees (where allowed by law) in connection with the recovery of any delinquent amount.

The Undersigned agrees to provide updated financial information upon request. The Undersigned acknowledges and agrees that Creditor may utilize outside credit reporting services/financial institutions to obtain information on the Undersigned as a condition to the continued extension of credit. Should credit availability be granted by the Creditor, all decisions with respect to the extension or continuation of credit shall be at the sole discretion of the Creditor. Creditor may terminate any credit availability within its sole discretion.

TERMS AND CONDITIONS OF SALE: The Undersigned agrees to pay for all purchases according to the terms of the Creditor. All sales are made subject to Creditor's terms and conditions of sale and Creditor objects to any different or additional terms or conditions contained in the Undersigned's purchase order or any other document submitted by the Undersigned. No terms or conditions different from or in addition to the terms of Creditor will become part of any sales agreement, purchase order, or other document unless specifically approved in writing by Creditor. Conditions for freight shall be F.O.B. shipping point with the risk of loss or damage shifting to the Undersigned upon Creditor's delivery to the Undersigned or common carrier. Items returned without prior approval may not be accepted and all returns may be subject to a restocking charge at the sole discretion of the Creditor. Returned checks may be assessed a \$25 fee. All accounts shall be due and payable in the lockbox designated by the Creditor. Creditor reserves the right to cease extension of credit without notice or to change terms of payment pursuant to any disclosure by Undersigned according to section 409 of the Sarbanes Oxley Act. In event of litigation, sole jurisdiction and venue shall be at Creditor's discretion.

Authorized Signature (Must be signed by owner, officer, partner or other authorized individual)

Date

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against Credit Applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the Applicant has the capacity to enter into a binding contract); because all or part of the Applicant's income derives from any public assistance program; or because the Applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580

For Office Use Only:	
Market Center Number:	Customer ID(s):
Date Submitted:	

AUTO-CHARGE ENROLLMENT

Return completed form to FSS Credit

Email CustomerDesk-CCFCM@vestis.com

Question or Assistance: (800) 749-8674

MC# _____ (To be completed by Salesperson)

In order to help protect your credit card information and to adhere to Payment Card Industry standards, Vestis Services, LLC will not record your full credit card information on paper. As such, we have only requested the last four digits of your credit card number below (please do not provide the complete number). A representative of Financial Shared Services will contact you at the phone number you have provided to complete the enrollment and enter your complete credit card information into a secure processing system. Your signature page with account information will be returned as confirmation account set up.

I, _____ (Card Holder), agent for the company City of Alvin, (Contracted Customer Name) authorize Vestis Services, LLC to charge my credit card on a predetermined frequency for services provided per the signed Service Agreement.

For Current Customers: In the section below, please indicate the customer numbers that are to be charged on this card. The customer number is located at the top, right hand corner of your invoice shown as Customer followed by a 7 or 9 digit number.

Card Holder Information

Credit Card Information

Customer #s: _____ , _____ , _____ , _____ , _____

Name: _____

Address: _____

City, State and Zip: _____

Phone Number: (____) _____ - _____

Email: _____ @ _____

Fax: (____) _____ - _____

Card Number (Last 4 Digits Only): _____

Visa ☐ MasterCard ☐ American Express ☐

Charge Frequency: Weekly ☐ Monthly ☐

Please Note: Credit Card will be charged weekly for customers that are not approved for credit. If a Charge Frequency is not selected, the default is Weekly.

Receipt Required: Yes ☐ No ☐

Receipt Delivery: Email ☐ Fax ☐

By signing below, I certify I am the card holder, and I authorize Vestis Services, LLC to use the above stated credit card to pay for services and purchases made from time to time. Additionally, this authorizes Vestis Services, LLC to automatically process signed invoices for payment with the credit card listed above. This authorization will remain valid until such time as I provide written notice of cancellation to Vestis Services, LLC at the address above and Vestis Services, LLC shall have at least 10 days to implement such cancellation. I agree that it is my responsibility to notify Vestis Services, LLC of any new or updated account information if the credit card information changes (including updating the credit card expiration date). Should the above credit card be declined, this will be deemed a breach of the payment terms applicable to the related customer account(s) and it is agreed that Vestis Services, LLC will have the right to immediately suspend or terminate services to, or purchases by, the customer listed above. To the extent the credit card is declined, Vestis Services, LLC is also permitted to make additional attempts to re-process the impacted payment(s) using the credit card.

Signature _____

Print Name _____

City of Alvin

Contracted Company Name

Date _____

For FSS Use Only:

Account #s: _____

Keyed By: _____ Date Keyed: _____



AGENDA COMMENTARY

Meeting Date: 9/5/2024

Department: Police Department

Contact: Robert Lee, Police Chief

Agenda Item: Consider approval of Lease Agreements with Enterprise Fleet Management for six (6) Chevy Tahoes for the Alvin Police Department for an amount not to exceed \$130,000.00 from the FY24 budget, and authorize the City Manager to sign the Lease Agreements upon legal review.

Type of Item: Action Item

Summary: In the FY24 budget, City Council approved six (6) new Chevy Tahoes for the Alvin Police Department. Five (5) vehicles are designated as patrol vehicles, and one (1) is for the Mental Health Detective Position. The budget was effective on October 1, 2023. However, the ability to place the order for these vehicles using the required online system closed prior to October 1, 2023. In the intervening months, Enterprise has stayed in contact with staff attempting to locate vehicles to meet our needs. The vehicles have finally been located and are ready to ship directly to our outfitters, Siddon-Martin in Houston, to be outfitted with our standard equipment upon execution of the lease agreement.

Staff recommends approval of the expenditure of FY 24 funds not to exceed \$130,000.00 for six (6) Chevy Tahoes for the Police Department.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☐

Budgeted Item: Yes ☒ No ☐ N/A ☐

Funding Account: 612-8002-00-3515

Amount: \$130,000

1295 Form Required? Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒

Date Completed: 8/28/2024 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: _____

Supporting documents attached:

1. Enterprise Contracts FY24 PD Vehicles

Recommendation: Move to approve Lease Agreements with Enterprise Fleet Management for six (6) Chevy Tahoes for the Alvin Police Department for an amount not to exceed \$130,000.00 from the FY24 budget, and authorize the City Manager to sign the Lease Agreements 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: ☒

Prepared For: City of Alvin, Texas					Date 08/21/2024	
Covington, John					AE/AM AR9/BRG	
Unit #		287N4Z				
Year		2024		Make	Chevrolet	
				Model	Tahoe	
Series		Police Vehicle 4dr 4x2				
Vehicle Order Type	In-Stock	Term	48	State	TX	Customer# 536097
				Number of Units 1		
\$ 79,876.00		Capitalized Price of Vehicle ¹				
\$ 0.00		*	License and Certain Other Charges State TX			
\$ 158.50		*	Initial License Fee			
\$ 0.00		*	Registration Fee			
\$ 0.00		Other:Courtesy Delivery Fee				
\$ 17,589.50		*	Capitalized Price Reduction			
\$ 0.00		*	Tax on Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit				
\$ 0.00		*	Tax on Gain On Prior			
\$ 0.00		*	Security Deposit			
\$ 0.00		*	Tax on Incentive (Taxable Incentive Total : \$0.00)			
\$ 62,286.50		Total Capitalized Amount (Delivered Price)				
\$ 1,214.59		Depreciation Reserve @ 1.9500%				
\$ 329.23		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²				
\$ 1,543.82		Total Monthly Rental Excluding Additional Services				
		Additional Fleet Management				
		Master Policy Enrollment Fees				
\$ 0.00		Commercial Automobile Liability Enrollment				
		Liability Limit \$0.00				
\$ 0.00		Physical Damage Management			Comp/Coll Deductible	0 / 0
\$ 0.00		Full Maintenance Program ³ Contract Miles 0			OverMileage Charge	\$ 0.0864 Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) 1			# Tires 0	Loaner Vehicle Not Included
\$ 0.00		Additional Services SubTotal				
\$ 0.00		Use Tax 0.0000%			State .	
\$ 1,543.82		Total Monthly Rental Including Additional Services				
\$ 3,986.18		Reduced Book Value at 48 Months				
\$ 400.00		Service Charge Due at Lease Termination				

Quote based on estimated annual mileage of 26,667
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Alvin, Texas		
BY	TITLE	DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment - Upfit	C	\$ 26,359.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 26,359.00
Aftermarket Equipment Total		\$ 26,359.00

VEHICLE INFORMATION:

2024 Chevrolet Tahoe Police Vehicle 4dr 4x2 - US

Series ID: CC10706

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$47,725.7	\$50,450.00
Total Options	\$1,145.92	\$1,012.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$50,866.62	\$53,457.00

SELECTED COLOR:

Exterior:	GAZ-(0 P) Summit White
Interior:	H1T-(0 I) Jet Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1FL	Preferred Equipment Group 1FL	NC	NC
5J3	Surveillance Mode Calibration Interior Lighting	Included	Included
5T5	SEO: 2nd Row Vinyl Seats w/Front Cloth	NC	NC
6J3	SEO: Grille Lamps & Siren Speakers Wiring	\$83.72	\$92.00
6J4	SEO: Horn & Siren Circuit Wiring	\$50.05	\$55.00
9C1	Identifier for Police Package Vehicle	NC	NC
ATD	3rd Row Passenger Seat Delete	Included	Included
AZ3	Front 40/20/40 Split-Bench Seat	STD	STD
BTV	Remote Start	\$273.00	\$300.00
C6C	GVWR: 7,400 lbs (3,357 kgs)	STD	STD
FE9	Federal Emissions Requirements	NC	NC
GAZ_01	(0 P) Summit White	NC	NC
GU5	3.23 Rear Axle Ratio	STD	STD
H1T_02	(0 I) Jet Black w/Cloth Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
K47	High-Capacity Air Cleaner	Included	Included
K6K	760 Cold-Cranking Amps Auxiliary Battery	Included	Included
KX4	250 Amps Alternator	Included	Included
L84	Engine: 5.3L EcoTec3 V8	STD	STD
MHU	Transmission: Electronic 10-Speed Automatic w/OD	STD	STD
P0U	9 Months of OnStar Fleet Safety & Security	\$225.00	\$0.00
PNTTBL01	Paint Table : Solid Paint	\$0.00	\$0.00
PXT	Wheels: 20" x 9" Steel	Included	Included
R6J	Ship-Thru Verification Code	NC	NC
RAV	Spare P275/55R20 AS BW Tire	Included	Included
RC1	Front Skid Plate	Included	Included
STD TM	Cloth Seat Trim	STD	STD
T53	SEO: Alternate Flashing Rr Compt Lid Warning Lamps	\$514.15	\$565.00
UIJ	Infotainment Display	Included	Included
UQF	6-Speaker Audio System Feature	Included	Included
UT7	SEO: Ground Wires	Included	Included
V53	Luggage Rack Side Rails Delete	Included	Included
VK3	License Plate Front Mounting Package	NC	NC

CODE	DESCRIPTION	INVOICE	MSRP
VPV	Ship-Thru: Kerr Industries	Included	Included
XCS	Tires: 275/55R20SL AS BW	Included	Included
Z56	Full Independent Suspension Package	Included	Included
ZY1	Solid Paint	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Skid Plates: skid plates
Side Steps: yes
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Rear Step Bumper: rear step bumper
Front License Plate Bracket: front license plate bracket
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Body Side Cladding: black bodyside cladding
Grille: grille with chrome bar

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Keyless Open and Start proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Remote Engine Start: remote start - keyfob and smart device (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet
AC Power Outlet: 2 120V AC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
Front Wipers: variable intermittent Rainsense rain detecting wipers wipers
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Front Reading Lights: front and rear reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Front and Rear Park Assist front and rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS: four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: PASS-Key III immobilizer
Security System: security system
Panic Alarm: panic alarm

Tracker System: tracker system
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear manual reclining 60-40 split-bench seat
Rear Seat Fore/Aft: manual rear seat fore/aft adjustment
Rear Folding Position: rear seat tumble forward
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Interior Accents: chrome/metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and auto-manual

Prepared For: City of Alvin, Texas Covington, John				Date 08/21/2024 AE/AM AR9/BRG	
Unit #					
Year		2024	Make Chevrolet		Model Tahoe
Series		Police Vehicle 4dr 4x2			
Vehicle Order Type	In-Stock	Term 48	State TX	Customer# 536097	Number of Units 1
					All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote. Order Information Driver Name Client Deciding Exterior Color (0 P) Black Interior Color (0 I) Jet Black w/Cloth Seat Trim Lic. Plate Type Exempt GVWR 0
\$ 88,696.00	Capitalized Price of Vehicle ¹				
\$ 0.00	*	License and Certain Other Charges State TX			
\$ 158.50	*	Initial License Fee			
\$ 0.00	*	Registration Fee			
\$ 0.00	Other:Courtesy Delivery Fee				
\$ 17,589.50	*	Capitalized Price Reduction			
\$ 0.00	*	Tax on Capitalized Price Reduction			
\$ 0.00	Gain Applied From Prior Unit				
\$ 0.00	*	Tax on Gain On Prior			
\$ 0.00	*	Security Deposit			
\$ 0.00	*	Tax on Incentive (Taxable Incentive Total : \$0.00)			
\$ 71,106.50	Total Capitalized Amount (Delivered Price)				
\$ 1,386.58	Depreciation Reserve @ <u>1.9500%</u>				
\$ 371.76	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²				
\$ 1,758.34	Total Monthly Rental Excluding Additional Services				
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00	Commercial Automobile Liability Enrollment				
Liability Limit <u>\$0.00</u>					
\$ 0.00	Physical Damage Management		Comp/Coll Deductible		<u>0 / 0</u>
\$ 0.00	Full Maintenance Program ³		Contract Miles <u>0</u>	OverMileage Charge	<u>\$ 0.0864</u> Per Mile
Incl: # Brake Sets (1 set = 1 Axle) <u>1</u>			# Tires <u>0</u>	Loaner Vehicle Not Included	
\$ 0.00	Additional Services SubTotal				
\$ 0.00	Use Tax	<u>0.0000%</u>	State .		
\$ 1,758.34	Total Monthly Rental Including Additional Services				
\$ 4,550.66	Reduced Book Value at <u>48</u> Months				
\$ 400.00	Service Charge Due at Lease Termination				

Quote based on estimated annual mileage of 26,667
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
 Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Alvin, Texas

BY	TITLE	DATE
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* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment - Upfit	C	\$ 35,179.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 35,179.00
Aftermarket Equipment Total		\$ 35,179.00

VEHICLE INFORMATION:

2024 Chevrolet Tahoe Police Vehicle 4dr 4x2 - US

Series ID: CC10706

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$47,725.7	\$50,450.00
Total Options	\$1,145.92	\$1,012.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$50,866.62	\$53,457.00

SELECTED COLOR:

Exterior:	GBA-(0 P) Black
Interior:	H1T-(0 I) Jet Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1FL	Preferred Equipment Group 1FL	NC	NC
5J3	Surveillance Mode Calibration Interior Lighting	Included	Included
5T5	SEO: 2nd Row Vinyl Seats w/Front Cloth	NC	NC
6J3	SEO: Grille Lamps & Siren Speakers Wiring	\$83.72	\$92.00
6J4	SEO: Horn & Siren Circuit Wiring	\$50.05	\$55.00
9C1	Identifier for Police Package Vehicle	NC	NC
ATD	3rd Row Passenger Seat Delete	Included	Included
AZ3	Front 40/20/40 Split-Bench Seat	STD	STD
BTV	Remote Start	\$273.00	\$300.00
C6C	GVWR: 7,400 lbs (3,357 kgs)	STD	STD
FE9	Federal Emissions Requirements	NC	NC
GBA_01	(0 P) Black	NC	NC
GU5	3.23 Rear Axle Ratio	STD	STD
H1T_02	(0 I) Jet Black w/Cloth Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
K47	High-Capacity Air Cleaner	Included	Included
K6K	760 Cold-Cranking Amps Auxiliary Battery	Included	Included
KX4	250 Amps Alternator	Included	Included
L84	Engine: 5.3L EcoTec3 V8	STD	STD
MHU	Transmission: Electronic 10-Speed Automatic w/OD	STD	STD
P0U	9 Months of OnStar Fleet Safety & Security	\$225.00	\$0.00
PNTTBL01	Paint Table : Solid Paint	\$0.00	\$0.00
PXT	Wheels: 20" x 9" Steel	Included	Included
R6J	Ship-Thru Verification Code	NC	NC
RAV	Spare P275/55R20 AS BW Tire	Included	Included
RC1	Front Skid Plate	Included	Included
STDTM	Cloth Seat Trim	STD	STD
T53	SEO: Alternate Flashing Rr Compt Lid Warning Lamps	\$514.15	\$565.00
UIJ	Infotainment Display	Included	Included
UQF	6-Speaker Audio System Feature	Included	Included
UT7	SEO: Ground Wires	Included	Included
V53	Luggage Rack Side Rails Delete	Included	Included
VK3	License Plate Front Mounting Package	NC	NC

CODE	DESCRIPTION	INVOICE	MSRP
VPV	Ship-Thru: Kerr Industries	Included	Included
XCS	Tires: 275/55R20SL AS BW	Included	Included
Z56	Full Independent Suspension Package	Included	Included
ZY1	Solid Paint	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Skid Plates: skid plates
Side Steps: yes
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Rear Step Bumper: rear step bumper
Front License Plate Bracket: front license plate bracket
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Body Side Cladding: black bodyside cladding
Grille: grille with chrome bar

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Keyless Open and Start proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Remote Engine Start: remote start - keyfob and smart device (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet
AC Power Outlet: 2 120V AC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
Front Wipers: variable intermittent Rainsense rain detecting wipers wipers
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Front Reading Lights: front and rear reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Front and Rear Park Assist front and rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
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Number of ABS Channels: 4 ABS channels
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Ignition Disable: PASS-Key III immobilizer
Security System: security system
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Electronic Stability: electronic stability
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Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and passenger seats
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Driver Cushion Tilt: power driver and passenger cushion tilt
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Rear Seat Fore/Aft: manual rear seat fore/aft adjustment
Rear Folding Position: rear seat tumble forward
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Interior Accents: chrome/metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and auto-manual

Prepared For: City of Alvin, Texas Covington, John						Date 08/21/2024 AE/AM AR9/BRG	
Unit #							
Year		2024		Make Chevrolet		Model Tahoe	
Series		Police Vehicle 4dr 4x2					
Vehicle Order Type		In-Stock		Term 48		State TX Customer# 536097	
						Number of Units 1	
\$ 88,696.00		Capitalized Price of Vehicle ¹					
\$ 0.00		*		License and Certain Other Charges State TX			
\$ 158.50		*		Initial License Fee			
\$ 0.00		*		Registration Fee			
\$ 0.00		Other:Courtesy Delivery Fee					
\$ 17,589.50		*		Capitalized Price Reduction			
\$ 0.00		*		Tax on Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit					
\$ 0.00		*		Tax on Gain On Prior			
\$ 0.00		*		Security Deposit			
\$ 0.00		*		Tax on Incentive (Taxable Incentive Total : \$0.00)			
\$ 71,106.50		Total Capitalized Amount (Delivered Price)					
\$ 1,386.58		Depreciation Reserve @ 1.9500%					
\$ 371.76		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²					
\$ 1,758.34		Total Monthly Rental Excluding Additional Services					
		Additional Fleet Management					
		Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment					
		Liability Limit \$0.00					
\$ 0.00		Physical Damage Management				Comp/Coll Deductible 0 / 0	
\$ 0.00		Full Maintenance Program ³ Contract Miles 0				OverMileage Charge \$ 0.0864 Per Mile	
		Incl: # Brake Sets (1 set = 1 Axle) 1				# Tires 0	
		Loaner Vehicle Not Included					
\$ 0.00		Additional Services SubTotal					
\$ 0.00		Use Tax		0.0000%		State .	
\$ 1,758.34		Total Monthly Rental Including Additional Services					
\$ 4,550.66		Reduced Book Value at 48 Months					
\$ 400.00		Service Charge Due at Lease Termination					

Quote based on estimated annual mileage of 26,667
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

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LESSEE City of Alvin, Texas		
BY	TITLE	DATE

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¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

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Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment - Upfit	C	\$ 35,179.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 35,179.00
Aftermarket Equipment Total		\$ 35,179.00

VEHICLE INFORMATION:

2024 Chevrolet Tahoe Police Vehicle 4dr 4x2 - US

Series ID: CC10706

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$47,725.7	\$50,450.00
Total Options	\$1,145.92	\$1,012.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$50,866.62	\$53,457.00

SELECTED COLOR:

Exterior:	GBA-(0 P) Black
Interior:	H1T-(0 I) Jet Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1FL	Preferred Equipment Group 1FL	NC	NC
5J3	Surveillance Mode Calibration Interior Lighting	Included	Included
5T5	SEO: 2nd Row Vinyl Seats w/Front Cloth	NC	NC
6J3	SEO: Grille Lamps & Siren Speakers Wiring	\$83.72	\$92.00
6J4	SEO: Horn & Siren Circuit Wiring	\$50.05	\$55.00
9C1	Identifier for Police Package Vehicle	NC	NC
ATD	3rd Row Passenger Seat Delete	Included	Included
AZ3	Front 40/20/40 Split-Bench Seat	STD	STD
BTV	Remote Start	\$273.00	\$300.00
C6C	GVWR: 7,400 lbs (3,357 kgs)	STD	STD
FE9	Federal Emissions Requirements	NC	NC
GBA_01	(0 P) Black	NC	NC
GU5	3.23 Rear Axle Ratio	STD	STD
H1T_02	(0 I) Jet Black w/Cloth Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
K47	High-Capacity Air Cleaner	Included	Included
K6K	760 Cold-Cranking Amps Auxiliary Battery	Included	Included
KX4	250 Amps Alternator	Included	Included
L84	Engine: 5.3L EcoTec3 V8	STD	STD
MHU	Transmission: Electronic 10-Speed Automatic w/OD	STD	STD
P0U	9 Months of OnStar Fleet Safety & Security	\$225.00	\$0.00
PNTTBL01	Paint Table : Solid Paint	\$0.00	\$0.00
PXT	Wheels: 20" x 9" Steel	Included	Included
R6J	Ship-Thru Verification Code	NC	NC
RAV	Spare P275/55R20 AS BW Tire	Included	Included
RC1	Front Skid Plate	Included	Included
STDTM	Cloth Seat Trim	STD	STD
T53	SEO: Alternate Flashing Rr Compt Lid Warning Lamps	\$514.15	\$565.00
UIJ	Infotainment Display	Included	Included
UQF	6-Speaker Audio System Feature	Included	Included
UT7	SEO: Ground Wires	Included	Included
V53	Luggage Rack Side Rails Delete	Included	Included
VK3	License Plate Front Mounting Package	NC	NC

CODE	DESCRIPTION	INVOICE	MSRP
VPV	Ship-Thru: Kerr Industries	Included	Included
XCS	Tires: 275/55R20SL AS BW	Included	Included
Z56	Full Independent Suspension Package	Included	Included
ZY1	Solid Paint	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Skid Plates: skid plates
Side Steps: yes
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Rear Step Bumper: rear step bumper
Front License Plate Bracket: front license plate bracket
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Body Side Cladding: black bodyside cladding
Grille: grille with chrome bar

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Keyless Open and Start proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Remote Engine Start: remote start - keyfob and smart device (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet
AC Power Outlet: 2 120V AC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
Front Wipers: variable intermittent Rainsense rain detecting wipers wipers
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Front Reading Lights: front and rear reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Front and Rear Park Assist front and rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
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Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS: four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: PASS-Key III immobilizer
Security System: security system
Panic Alarm: panic alarm

Tracker System: tracker system
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear manual reclining 60-40 split-bench seat
Rear Seat Fore/Aft: manual rear seat fore/aft adjustment
Rear Folding Position: rear seat tumble forward
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Interior Accents: chrome/metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and auto-manual

Prepared For: City of Alvin, Texas					Date 08/21/2024								
Covington, John					AE/AM AR9/BRG								
Unit #		28769L											
Year		2024		Make Chevrolet		Model Tahoe							
Series		Police Vehicle 4dr 4x2											
Vehicle Order Type		In-Stock		Term 48		State TX		Customer# 536097		Number of Units 1			
\$ 88,696.00		Capitalized Price of Vehicle ¹										All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote. Order Information Driver Name Client Deciding Exterior Color (0 P) Black Interior Color (0 I) Jet Black w/Cloth Seat Trim Lic. Plate Type Exempt GVWR 0	
\$ 0.00		*		License and Certain Other Charges						State TX			
\$ 158.50		*		Initial License Fee									
\$ 0.00		*		Registration Fee									
\$ 0.00		Other:Courtesy Delivery Fee											
\$ 17,589.50		*		Capitalized Price Reduction									
\$ 0.00		*		Tax on Capitalized Price Reduction									
\$ 0.00		Gain Applied From Prior Unit											
\$ 0.00		*		Tax on Gain On Prior									
\$ 0.00		*		Security Deposit									
\$ 0.00		*		Tax on Incentive (Taxable Incentive Total : \$0.00)									
\$ 71,106.50		Total Capitalized Amount (Delivered Price)											
\$ 1,386.58		Depreciation Reserve @ <u>1.9500%</u>											
\$ 371.76		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²											
\$ 1,758.34		Total Monthly Rental Excluding Additional Services											
		Additional Fleet Management											
		Master Policy Enrollment Fees											
\$ 0.00		Commercial Automobile Liability Enrollment											
		Liability Limit <u>\$0.00</u>											
\$ 0.00		Physical Damage Management				Comp/Coll Deductible		<u>0 / 0</u>					
\$ 0.00		Full Maintenance Program ³				Contract Miles <u>0</u>		OverMileage Charge <u>\$ 0.0864</u> Per Mile					
		Incl: # Brake Sets (1 set = 1 Axle) <u>1</u>				# Tires <u>0</u>		Loaner Vehicle Not Included					
\$ 0.00		Additional Services SubTotal											
\$ 0.00		Use Tax		<u>0.0000%</u>		State .							
\$ 1,758.34		Total Monthly Rental Including Additional Services											
\$ 4,550.66		Reduced Book Value at <u>48</u> Months											
\$ 400.00		Service Charge Due at Lease Termination											

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Alvin, Texas

BY	TITLE	DATE
----	-------	------

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment - Upfit	C	\$ 35,179.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 35,179.00
Aftermarket Equipment Total		\$ 35,179.00

VEHICLE INFORMATION:

2024 Chevrolet Tahoe Police Vehicle 4dr 4x2 - US
Series ID: CC10706

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$47,725.7	\$50,450.00
Total Options	\$1,145.92	\$1,012.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$50,866.62	\$53,457.00

SELECTED COLOR:

Exterior: GBA-(0 P) Black
Interior: H1T-(0 I) Jet Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1FL	Preferred Equipment Group 1FL	NC	NC
5J3	Surveillance Mode Calibration Interior Lighting	Included	Included
5T5	SEO: 2nd Row Vinyl Seats w/Front Cloth	NC	NC
6J3	SEO: Grille Lamps & Siren Speakers Wiring	\$83.72	\$92.00
6J4	SEO: Horn & Siren Circuit Wiring	\$50.05	\$55.00
9C1	Identifier for Police Package Vehicle	NC	NC
ATD	3rd Row Passenger Seat Delete	Included	Included
AZ3	Front 40/20/40 Split-Bench Seat	STD	STD
BTV	Remote Start	\$273.00	\$300.00
C6C	GVWR: 7,400 lbs (3,357 kgs)	STD	STD
FE9	Federal Emissions Requirements	NC	NC
GBA_01	(0 P) Black	NC	NC
GU5	3.23 Rear Axle Ratio	STD	STD
H1T_02	(0 I) Jet Black w/Cloth Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
K47	High-Capacity Air Cleaner	Included	Included
K6K	760 Cold-Cranking Amps Auxiliary Battery	Included	Included
KX4	250 Amps Alternator	Included	Included
L84	Engine: 5.3L EcoTec3 V8	STD	STD
MHU	Transmission: Electronic 10-Speed Automatic w/OD	STD	STD
P0U	9 Months of OnStar Fleet Safety & Security	\$225.00	\$0.00
PNTTBL01	Paint Table : Solid Paint	\$0.00	\$0.00
PXT	Wheels: 20" x 9" Steel	Included	Included
R6J	Ship-Thru Verification Code	NC	NC
RAV	Spare P275/55R20 AS BW Tire	Included	Included
RC1	Front Skid Plate	Included	Included
STD TM	Cloth Seat Trim	STD	STD
T53	SEO: Alternate Flashing Rr Compt Lid Warning Lamps	\$514.15	\$565.00
UIJ	Infotainment Display	Included	Included
UQF	6-Speaker Audio System Feature	Included	Included
UT7	SEO: Ground Wires	Included	Included
V53	Luggage Rack Side Rails Delete	Included	Included
VK3	License Plate Front Mounting Package	NC	NC

CODE	DESCRIPTION	INVOICE	MSRP
VPV	Ship-Thru: Kerr Industries	Included	Included
XCS	Tires: 275/55R20SL AS BW	Included	Included
Z56	Full Independent Suspension Package	Included	Included
ZY1	Solid Paint	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Skid Plates: skid plates
Side Steps: yes
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Rear Step Bumper: rear step bumper
Front License Plate Bracket: front license plate bracket
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Body Side Cladding: black bodyside cladding
Grille: grille with chrome bar

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Keyless Open and Start proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Remote Engine Start: remote start - keyfob and smart device (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet
AC Power Outlet: 2 120V AC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
 Front Wipers: variable intermittent Rainsense rain detecting wipers wipers
 Rear Window wiper: fixed interval rear window wiper
 Rear Window Defroster: rear window defroster
 Tinted Windows: deep-tinted windows
 Front Reading Lights: front and rear reading lights
 Ignition Switch: ignition switch light
 Variable IP Lighting: variable instrument panel lighting
 Display Type: analog appearance
 Tachometer: tachometer
 Voltmeter: voltmeter
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Park Distance Control: Front and Rear Park Assist front and rear parking sensors
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Oil Pressure Gauge: oil pressure gauge
 Water Temp Gauge: water temp. gauge
 Engine Hour Meter: engine hour meter
 Clock: in-radio display clock
 Systems Monitor: driver information centre
 Check Control: redundant digital speedometer
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Low Oil Level Warning: low-oil-level warning
 Low Coolant Warning: low-coolant warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Low Washer Fluid Warning: low-washer-fluid warning
 Door Ajar Warning: door-ajar warning
 Trunk Ajar Warning: trunk-ajar warning
 Brake Fluid Warning: brake-fluid warning
 Turn Signal On Warning: turn-signal-on warning
 Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS: four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Spare Tire Type: full-size spare tire
 Spare Tire Mount: underbody mounted spare tire w/crankdown
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
 Side Impact Bars: side-impact bars
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 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Rear Child Safety Locks: rear child safety locks
 Ignition Disable: PASS-Key III immobilizer
 Security System: security system
 Panic Alarm: panic alarm

Tracker System: tracker system
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear manual reclining 60-40 split-bench seat
Rear Seat Fore/Aft: manual rear seat fore/aft adjustment
Rear Folding Position: rear seat tumble forward
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Interior Accents: chrome/metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and auto-manual

Prepared For: City of Alvin, Texas Covington, John					Date 08/21/2024 AE/AM AR9/BRG		
Unit #							
Year		2024		Make Chevrolet		Model Tahoe	
Series		Police Vehicle 4dr 4x2					
Vehicle Order Type	In-Stock	Term 48	State TX	Customer# 536097		Number of Units 1	
\$ 88,696.00		Capitalized Price of Vehicle ¹					All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote. Order Information Driver Name Client Deciding Exterior Color (0 P) Black Interior Color (0 I) Jet Black w/Cloth Seat Trim Lic. Plate Type Exempt GVWR 0
\$ 0.00		*	License and Certain Other Charges State TX				
\$ 158.50		*	Initial License Fee				
\$ 0.00		*	Registration Fee				
\$ 0.00		Other:Courtesy Delivery Fee					
\$ 17,589.50		*	Capitalized Price Reduction				
\$ 0.00		*	Tax on Capitalized Price Reduction				
\$ 0.00		Gain Applied From Prior Unit					
\$ 0.00		*	Tax on Gain On Prior				
\$ 0.00		*	Security Deposit				
\$ 0.00		*	Tax on Incentive (Taxable Incentive Total : \$0.00)				
\$ 71,106.50		Total Capitalized Amount (Delivered Price)					
\$ 1,386.58		Depreciation Reserve @ 1.9500%					
\$ 371.76		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²					
\$ 1,758.34		Total Monthly Rental Excluding Additional Services					
Additional Fleet Management							
Master Policy Enrollment Fees							
\$ 0.00		Commercial Automobile Liability Enrollment					
Liability Limit \$0.00							
\$ 0.00		Physical Damage Management				Comp/Coll Deductible 0 / 0	
\$ 0.00		Full Maintenance Program ³ Contract Miles 0				OverMileage Charge \$ 0.0864 Per Mile	
Incl: # Brake Sets (1 set = 1 Axle) 1							# Tires 0
Loaner Vehicle Not Included							
\$ 0.00		Additional Services SubTotal					
\$ 0.00		Use Tax 0.0000%				State .	
\$ 1,758.34		Total Monthly Rental Including Additional Services					
\$ 4,550.66		Reduced Book Value at 48 Months					
\$ 400.00		Service Charge Due at Lease Termination					

Quote based on estimated annual mileage of 26,667
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Alvin, Texas		
BY	TITLE	DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment - Upfit	C	\$ 35,179.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 35,179.00
Aftermarket Equipment Total		\$ 35,179.00

VEHICLE INFORMATION:

2024 Chevrolet Tahoe Police Vehicle 4dr 4x2 - US

Series ID: CC10706

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$47,725.7	\$50,450.00
Total Options	\$1,145.92	\$1,012.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$50,866.62	\$53,457.00

SELECTED COLOR:

Exterior:

GBA-(0 P) Black

Interior:

H1T-(0 I) Jet Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1FL	Preferred Equipment Group 1FL	NC	NC
5J3	Surveillance Mode Calibration Interior Lighting	Included	Included
5T5	SEO: 2nd Row Vinyl Seats w/Front Cloth	NC	NC
6J3	SEO: Grille Lamps & Siren Speakers Wiring	\$83.72	\$92.00
6J4	SEO: Horn & Siren Circuit Wiring	\$50.05	\$55.00
9C1	Identifier for Police Package Vehicle	NC	NC
ATD	3rd Row Passenger Seat Delete	Included	Included
AZ3	Front 40/20/40 Split-Bench Seat	STD	STD
BTV	Remote Start	\$273.00	\$300.00
C6C	GVWR: 7,400 lbs (3,357 kgs)	STD	STD
FE9	Federal Emissions Requirements	NC	NC
GBA_01	(0 P) Black	NC	NC
GU5	3.23 Rear Axle Ratio	STD	STD
H1T_02	(0 I) Jet Black w/Cloth Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
K47	High-Capacity Air Cleaner	Included	Included
K6K	760 Cold-Cranking Amps Auxiliary Battery	Included	Included
KX4	250 Amps Alternator	Included	Included
L84	Engine: 5.3L EcoTec3 V8	STD	STD
MHU	Transmission: Electronic 10-Speed Automatic w/OD	STD	STD
P0U	9 Months of OnStar Fleet Safety & Security	\$225.00	\$0.00
PNTTBL01	Paint Table : Solid Paint	\$0.00	\$0.00
PXT	Wheels: 20" x 9" Steel	Included	Included
R6J	Ship-Thru Verification Code	NC	NC
RAV	Spare P275/55R20 AS BW Tire	Included	Included
RC1	Front Skid Plate	Included	Included
STDTM	Cloth Seat Trim	STD	STD
T53	SEO: Alternate Flashing Rr Compt Lid Warning Lamps	\$514.15	\$565.00
UIJ	Infotainment Display	Included	Included
UQF	6-Speaker Audio System Feature	Included	Included
UT7	SEO: Ground Wires	Included	Included
V53	Luggage Rack Side Rails Delete	Included	Included
VK3	License Plate Front Mounting Package	NC	NC

CODE	DESCRIPTION	INVOICE	MSRP
VPV	Ship-Thru: Kerr Industries	Included	Included
XCS	Tires: 275/55R20SL AS BW	Included	Included
Z56	Full Independent Suspension Package	Included	Included
ZY1	Solid Paint	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Skid Plates: skid plates
Side Steps: yes
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Rear Step Bumper: rear step bumper
Front License Plate Bracket: front license plate bracket
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Body Side Cladding: black bodyside cladding
Grille: grille with chrome bar

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Keyless Open and Start proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Remote Engine Start: remote start - keyfob and smart device (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet
AC Power Outlet: 2 120V AC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
Front Wipers: variable intermittent Rainsense rain detecting wipers wipers
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Front Reading Lights: front and rear reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Front and Rear Park Assist front and rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS: four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: PASS-Key III immobilizer
Security System: security system
Panic Alarm: panic alarm

Tracker System: tracker system
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear manual reclining 60-40 split-bench seat
Rear Seat Fore/Aft: manual rear seat fore/aft adjustment
Rear Folding Position: rear seat tumble forward
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Interior Accents: chrome/metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and auto-manual

Prepared For: City of Alvin, Texas Covington, John					Date 08/21/2024 AE/AM AR9/BRG		
Unit #							
Year		2024		Make Chevrolet		Model Tahoe	
Series		Police Vehicle 4dr 4x2					
Vehicle Order Type	In-Stock	Term 48	State TX	Customer# 536097		Number of Units 1	
\$ 88,696.00		Capitalized Price of Vehicle ¹					All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote. Order Information Driver Name Client Deciding Exterior Color (0 P) Black Interior Color (0 I) Jet Black w/Cloth Seat Trim Lic. Plate Type Exempt GVWR 0
\$ 0.00		* License and Certain Other Charges State TX					
\$ 158.50		* Initial License Fee					
\$ 0.00		* Registration Fee					
\$ 0.00		Other:Courtesy Delivery Fee					
\$ 17,589.50		* Capitalized Price Reduction					
\$ 0.00		* Tax on Capitalized Price Reduction					
\$ 0.00		Gain Applied From Prior Unit					
\$ 0.00		* Tax on Gain On Prior					
\$ 0.00		* Security Deposit					
\$ 0.00		* Tax on Incentive (Taxable Incentive Total : \$0.00)					
\$ 71,106.50		Total Capitalized Amount (Delivered Price)					
\$ 1,386.58		Depreciation Reserve @ 1.9500%					
\$ 371.76		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²					
\$ 1,758.34		Total Monthly Rental Excluding Additional Services					
Additional Fleet Management							
Master Policy Enrollment Fees							
\$ 0.00		Commercial Automobile Liability Enrollment					
Liability Limit \$0.00							
\$ 0.00		Physical Damage Management		Comp/Coll Deductible		0 / 0	
\$ 0.00		Full Maintenance Program ³		Contract Miles 0		OverMileage Charge \$ 0.0864 Per Mile	
Incl: # Brake Sets (1 set = 1 Axle) 1							
\$ 0.00		Additional Services SubTotal					
\$ 0.00		Use Tax 0.0000%		State .			
\$ 1,758.34		Total Monthly Rental Including Additional Services					
\$ 4,550.66		Reduced Book Value at 48 Months					
\$ 400.00		Service Charge Due at Lease Termination					

Quote based on estimated annual mileage of 26,667
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Alvin, Texas
BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment - Upfit	C	\$ 35,179.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 35,179.00
Aftermarket Equipment Total		\$ 35,179.00

VEHICLE INFORMATION:

2024 Chevrolet Tahoe Police Vehicle 4dr 4x2 - US

Series ID: CC10706

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$47,725.7	\$50,450.00
Total Options	\$1,145.92	\$1,012.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$50,866.62	\$53,457.00

SELECTED COLOR:

Exterior: GBA-(0 P) Black

Interior: H1T-(0 I) Jet Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1FL	Preferred Equipment Group 1FL	NC	NC
5J3	Surveillance Mode Calibration Interior Lighting	Included	Included
5T5	SEO: 2nd Row Vinyl Seats w/Front Cloth	NC	NC
6J3	SEO: Grille Lamps & Siren Speakers Wiring	\$83.72	\$92.00
6J4	SEO: Horn & Siren Circuit Wiring	\$50.05	\$55.00
9C1	Identifier for Police Package Vehicle	NC	NC
ATD	3rd Row Passenger Seat Delete	Included	Included
AZ3	Front 40/20/40 Split-Bench Seat	STD	STD
BTV	Remote Start	\$273.00	\$300.00
C6C	GVWR: 7,400 lbs (3,357 kgs)	STD	STD
FE9	Federal Emissions Requirements	NC	NC
GBA_01	(0 P) Black	NC	NC
GU5	3.23 Rear Axle Ratio	STD	STD
H1T_02	(0 I) Jet Black w/Cloth Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
K47	High-Capacity Air Cleaner	Included	Included
K6K	760 Cold-Cranking Amps Auxiliary Battery	Included	Included
KX4	250 Amps Alternator	Included	Included
L84	Engine: 5.3L EcoTec3 V8	STD	STD
MHU	Transmission: Electronic 10-Speed Automatic w/OD	STD	STD
P0U	9 Months of OnStar Fleet Safety & Security	\$225.00	\$0.00
PNTTBL01	Paint Table : Solid Paint	\$0.00	\$0.00
PXT	Wheels: 20" x 9" Steel	Included	Included
R6J	Ship-Thru Verification Code	NC	NC
RAV	Spare P275/55R20 AS BW Tire	Included	Included
RC1	Front Skid Plate	Included	Included
STDTM	Cloth Seat Trim	STD	STD
T53	SEO: Alternate Flashing Rr Compt Lid Warning Lamps	\$514.15	\$565.00
UIJ	Infotainment Display	Included	Included
UQF	6-Speaker Audio System Feature	Included	Included
UT7	SEO: Ground Wires	Included	Included
V53	Luggage Rack Side Rails Delete	Included	Included
VK3	License Plate Front Mounting Package	NC	NC

CODE	DESCRIPTION	INVOICE	MSRP
VPV	Ship-Thru: Kerr Industries	Included	Included
XCS	Tires: 275/55R20SL AS BW	Included	Included
Z56	Full Independent Suspension Package	Included	Included
ZY1	Solid Paint	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Skid Plates: skid plates
Side Steps: yes
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Rear Step Bumper: rear step bumper
Front License Plate Bracket: front license plate bracket
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Body Side Cladding: black bodyside cladding
Grille: grille with chrome bar

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with front and rear 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Keyless Open and Start proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Remote Engine Start: remote start - keyfob and smart device (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
IP Storage: covered bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 1 12V DC power outlet
AC Power Outlet: 2 120V AC power outlet

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: Wi-Fi Hotspot capable internet access
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
 Front Wipers: variable intermittent Rainsense rain detecting wipers wipers
 Rear Window wiper: fixed interval rear window wiper
 Rear Window Defroster: rear window defroster
 Tinted Windows: deep-tinted windows
 Front Reading Lights: front and rear reading lights
 Ignition Switch: ignition switch light
 Variable IP Lighting: variable instrument panel lighting
 Display Type: analog appearance
 Tachometer: tachometer
 Voltmeter: voltmeter
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Park Distance Control: Front and Rear Park Assist front and rear parking sensors
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Oil Pressure Gauge: oil pressure gauge
 Water Temp Gauge: water temp. gauge
 Engine Hour Meter: engine hour meter
 Clock: in-radio display clock
 Systems Monitor: driver information centre
 Check Control: redundant digital speedometer
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Low Oil Level Warning: low-oil-level warning
 Low Coolant Warning: low-coolant warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Low Washer Fluid Warning: low-washer-fluid warning
 Door Ajar Warning: door-ajar warning
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 Brake Fluid Warning: brake-fluid warning
 Turn Signal On Warning: turn-signal-on warning
 Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

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ABS: four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Spare Tire Type: full-size spare tire
 Spare Tire Mount: underbody mounted spare tire w/crankdown
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
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 Ignition Disable: PASS-Key III immobilizer
 Security System: security system
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Tracker System: tracker system
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
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Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear manual reclining 60-40 split-bench seat
Rear Seat Fore/Aft: manual rear seat fore/aft adjustment
Rear Folding Position: rear seat tumble forward
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Interior Accents: chrome/metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and auto-manual



AGENDA COMMENTARY

Meeting Date: 9/5/2024

Department: Legal Department

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider Ordinance 24-W, annexing approximately 107.1041 acres of land 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.

Type of Item: Ordinance

Summary: On or about April 22, 2024, Beazer Homes Texas, L.P., the owner of real property located in Brazoria County, Texas, petitioned the City of Alvin, Texas, for voluntary annexation of approximately 107.1041 acres. The land being petitioned for annexation is contiguous and adjacent to the corporate limits of the City, located just north of Forest Heights near the intersection of County Road 149 and County Road 529.

City Council authorized the commencement of annexation proceedings on July 18, 2024, in Resolution 24-R-21, for voluntary annexation of approximately 107.1041 acres.

Public hearings were held on August 1, 2024, and August 15, 2024. There were no comments made at either public hearing. This Ordinance, upon passage, will finalize the annexation.

Staff recommends approval of Ordinance 24-W.

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: 8/19/2024 SLH

Finance Review Required: N/A ☐ Required ☐

Date Completed:

Supporting documents attached:

1. Ord 24-W; Annexation 107.1041 acres
 2. Exhibit A - Metes and Bounds
 3. Exhibit B - Service Plan
 4. Petition for Annexation
 5. Annexation Schedule
 6. Map
-

Recommendation: Move to approve Ordinance 24-W, annexing approximately 107.1041 acres of land 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.

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Manager, if applicable: X

ORDINANCE 24-W

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, ANNEXING APPROXIMATELY 107.1041 ACRES OF LAND 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.

WHEREAS, the City of Alvin, Texas (the “City”), is a home-rule municipality authorized by State law and Charter to annex territory lying adjacent and contiguous to the City;

WHEREAS, on April 22, 2024, the City received a request and petition for annexation from Beazer Homes Texas, L.P., the owner of the property, as hereinafter described, in compliance with the Texas Local Government Code and Section 5 of Article I of the City Charter;

WHEREAS, the property, as hereinafter described, is adjacent to the present City limits;

WHEREAS, the City Council authorized the commencement of annexation proceedings with respect to the subject property described in Exhibit A on July 18, 2024, in Resolution 24-R-21;

WHEREAS, two (2) separate public hearings, publications and notices were provided prior to consideration of this Ordinance, in accordance with the Texas Local Government Code; and

WHEREAS, the City intends to provide services to the property to be annexed according to the Service Plan attached hereto as Exhibit B;

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

Section 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Section 2. That the following described property not previously annexed by the City, (hereinafter referred to as the “Annexed Property”), is hereby annexed into the corporate limits of the City of Alvin:

Being a tract of land containing 107.1041 acres of land, being all of Lots 1, 2, 3, 5, 6 and a portion of Lots 4, 7, 8 and 9 of Pierce’s Addition as recorded under Volume 46, Page 7 of the Deed Records of Brazoria County, Texas, and all of Lots 58, 59, 60 and a portion of Lots 61 and 62 of Section 23, Hooper and Wade Survey Abstract No. 420 as recorded under Volume 49, Page 161 of the Deed Records of Brazoria County, Texas, and being more particularly described by

metes and bounds as described in Exhibit A, attached hereto and incorporated herein for all purposes.

Section 3. That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit B.

Section 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit “B,” and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

Section 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Alvin.

Section 6. That the Annexed Property shall be assigned to Council District A.

Section 7. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.

Section 9. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*.

PASSED and APPROVED on the 5th day of September 2024.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

EXHIBIT A
METES AND BOUNDS DESCRIPTION
107.1041 ACRES
BRAZORIA COUNTY, TEXAS

All that 107.1041 acre (4,665,453 square foot) tract of land called 107.089 acres as conveyed by Warranty Deed dated May 17, 2017 to Lando Development, LTD as recorded under Clerk's File No. 2017024067 of the Official Public Records of Real Property, Brazoria County, Texas. Said tract being all of Lots 1, 2, 3, 5, 6 and a portion of Lots 4, 7, 8 and 9 of Pierce's Addition as recorded under Volume 46, Page 7 of the Deed Records of Brazoria County, Texas and all of Lots 58, 59, 60 and a portion of Lots 61 and 62 of Section 23, Hooper and Wade Survey Abstract No. 420 as recorded under Volume 49, Page 161 of the Deed Records of Brazoria County, Texas, and being more particularly described by metes and bounds as follows: *(all bearings herein are based on the Texas State Plane Coordinate System, South Central Zone (No. 4204))*

BEGINNING at a point in the called centerline of County Road 149, the southeast line of Wellman Subdivision as recorded under Volume 8, Page 622 of the Deed Records of Brazoria County, Texas and the west corner of Lot 58 of said Hooper and Wade Survey and said 107.089 acre tract;

THENCE North 38°35'53" East (called North 42°26'06" East), along the southeast line of said Wellman Subdivision and the northwest line of said 107.089 acre tract, for a distance of 869.27 feet (called 868.68 feet) to a ½-inch iron pipe found at the northeast corner of a called 1.1098 acre tract as conveyed by Special Warranty Deed dated July 30, 1992 to Tommaso Achille and Mary C. Achille as recorded under Clerks File No. 92-02540 of the Official Public Records of Real Property, Brazoria County, Texas, the northwest corner of said 107.089 acre tract an being situated at the centerline of a 50-foot wide public road as recorded under Book 46, Page 7 of the Plat Records of Brazoria County, Texas;

THENCE North 86°29'43" East (called North 89°37'05" East), along the centerline of said 50-wide public road and the north line of said 107.089 acre tract, for a distance of 2,360.99 feet (called 2,362.56 feet) to a ¾-inch iron pipe found for corner at the northeast corner of said 107.089 acre tract situated in the northeast line of a 50-foot wide public road as recorded under Book 46, Page 7 of the Plat Records of Brazoria County, Texas and the southwest line of the G.C. & S.F. Railroad right-of-way (100-foot wide);

THENCE South 16°37'03" East (called South 12°38'11" East), along the northeast line of said 107.089 acre tract, the northeast right-of-way line of said 50-foot wide road and the southwest right-of-way line of said G.C. & S.F. Railroad, for a distance of 1,143.40 feet (called 1,143.68 feet) to 5/8-inch iron rod found for corner at the northernmost corner of a "Proposed Detention Pond" as depicted on the plat of Forest Heights, Section 4 as recorded under Plat No 2006004775 of the Map Records of Brazoria County, Texas;

THENCE South 38°47'56" West (called South 42°40'14" West), along the southeast line of said 107.089 acre tract for a distance of 1,466.01 feet (called 1,464.45 feet) to a point for corner from which a 5/8-inch iron rod with cap was found bearing South 35°21'15" West, 1.58 feet;

THENCE North 51°25'40" West (called North 47°32'52" West), along the internal southwest line of said 107.089 acre tract and the northeast line of a called 4.98 acre tract as conveyed by General Warranty Deed dated September 12, 2014 to Silvia L. Iglesias as recorded under Clerk's File no. 2014041418 of the Official Public Records of Real Property, Brazoria County, Texas, for a distance of 690.04 feet to 5/8-inch iron rod with cap stamped "BenchmarkEngr" set for corner, from which a disturbed ½-inch iron rod was found bearing North 24°42'17" West, 0.56 feet;

THENCE South 38°52'24" West (called South 42°45'12" West), along the northwest line of said 4.98 acre tract, for a distance of 329.43 feet to a 5/8-inch iron rod with cap stamped "BenchmarkEngr" set for corner at the most easterly corner of Lot 55 of said Section 23, Hooper and Wade Survey;

THENCE North 51°31'20" West (called North 47°38'32" West), along the northeast line of a called 12.05 acre tract as conveyed by Warranty Deed dated December 17, 1999 to Kenneth and Linda C. Krauskopf as recorded under Clerk's File No. 99-056621 of the Official Public Records of Real Property, Brazoria County, Texas, for a distance of 1,994.03 feet to the **POINT OF BEGINNING** of herein described tract and containing 107.1041 acres or 4,665,453 square feet of land.

This description was prepared in connection with an exhibit map prepared by Benchmark Engineering Corporation. Job No. 16034.

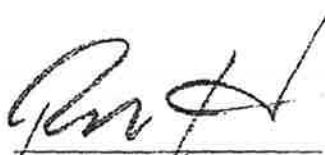

Ronald G. Harrison, R.P.L.S.
Texas Registration No. 5342
TBPLS Firm Registration Number 10009000



Exhibit B

(a) The District may issue bonds, including refunding bonds, for any purposes authorized by law, including but not limited to, purchasing, refinancing, designing and constructing, or otherwise acquiring water works systems, sanitary sewer systems, storm sewer systems, and drainage facilities, recreational facilities, road facilities or parts of such systems or facilities, and to make any and all necessary purchases, constructions, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. Such bonds must provide that the District reserves the right to redeem said bonds on any interest payment date subsequent to the 15th anniversary of the date of issuance (or any earlier date at the discretion of the District) without premium, and none of such bonds, other than refunding bonds, will be sold for less than 95 percent of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date of the sale of such bonds. If the district pledges revenues from the operation of the District's water and sewer and/ or drainage system to the payment of the District's bonds, the resolution authorizing the issuance of the District's bonds will contain a provision that the pledge of any revenues from the operation of the District's water and sewer and/ or drainage system to the payment of the District's bonds will terminate when and if the City dissolves the District, takes over the assets of the District, and assumes all of the obligations of the District.

(b) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the City, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage and road facilities to serve the District and obtain the approval of such plans and specifications therefrom. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform to the specifications of the City. All water service lines and sewer service lines, lift stations, roads and appurtenances thereto, installed or used within the District will comply with the City's standard plans and specifications as amended from time to time. Prior to the construction of such facilities within or by the District, the District or its engineer will give written notice by registered or certified mail to the City, stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer, drainage and road facilities will be in accordance

with the approved plans and specifications and with applicable standards and specifications of the City; and during the progress of the construction and installation of such facilities, the City may make periodic on-the-ground inspections.

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

(d) The District, its board of directors, officers, developers, and or landowners will not permit the construction, or commit to any development within, the District that will result in a wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow limitations or the District's allocated capacity therein.

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

PETITION FOR ANNEXATION
INTO THE CITY OF ALVIN, TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

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

BEAZER HOMES TEXAS, L.P., a Delaware limited partnership (the "Petitioner"), acting pursuant to Section 43.0671, 43.1055, and 43.106 of the Texas Local Government Code, together with all amendments and additions thereto, respectfully petitions the Mayor and the City Council of the City of Alvin (the "City") to extend the present city limits so as to include and annex as part of the City the tract of land described by metes and bounds in **Exhibit A** (the "Land"), which is attached hereto and incorporated herein for all purposes, and further petitions the City to negotiate and enter into a written agreement with the Petitioner for the provision of services in the area. In support of this petition, the Petitioner would show the following:

1. The Land is comprised of 107.1041 acres within the extraterritorial jurisdiction of the City (as such term is defined in Texas Local Government Code Section 42.001 et seq., as amended) and Petitioner has petitioned Brazoria County Municipal Utility District No. 51 ("District") for annexation into the District.

2. The Land is described by metes and bounds in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

3. The Petitioner hereby certifies that it is the sole owner of the Land, and that this Petition is signed and acknowledged by each and every person, corporation or entity owning the Land or having an ownership interest in any part of the Land. There are no lienholders on the Land.

4. Prior to annexation of the Land into the City, the Petitioner agrees that it will negotiate and enter into a written agreement with the City for the provision of services in the area. Such agreement will include: (1) a list of each service the City will provide on the effective date of the annexation; and (2) a schedule that includes the period within which the City will provide each service that is not provided on the effective date of the annexation.

[EXECUTION PAGE FOLLOWS]

Respectfully submitted this 2 day of April, 2024.

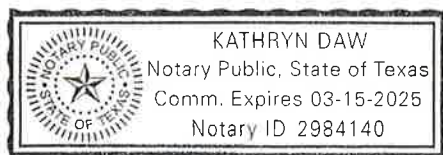
BEAZER HOMES TEXAS, L.P.,
a Delaware limited partnership

By: Beazer Homes Texas Holdings, Inc.,
a Delaware corporation, its General Partner

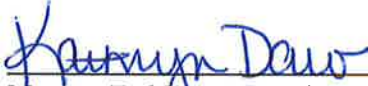
By: 
Jeff Anderson
Authorized Signatory - West Region

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

2nd This instrument was acknowledged before me, the undersigned authority, this day of April, 2024, by Jeff Anderson, as Authorized Signatory - West Region, of Beazer Homes Texas Holdings, Inc., a Delaware corporation, General Partner of BEAZER HOMES TEXAS, L.P., a Delaware limited partnership, on behalf of said corporation and said limited partnership.



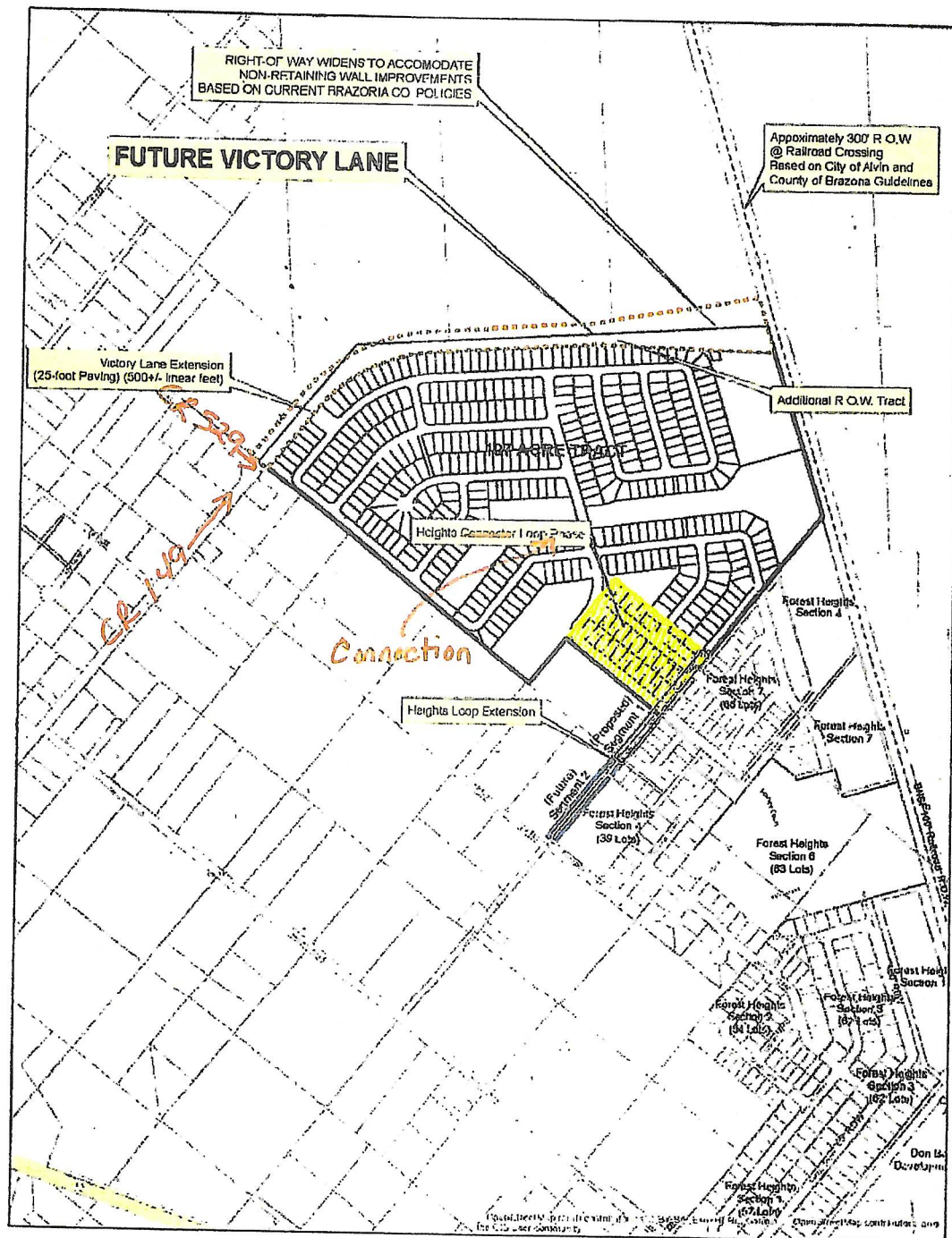
(NOTARY SEAL)


Notary Public, State of Texas

**SCHEDULE FOR VOLUNTARY ANNEXATION
MUD 51**

DATE	ACTION/EVENT	LEGAL AUTHORITY
July 18, 2024	COUNCIL BY WRITTEN RESOLUTION Directs notification to landowners; and sets two (2) Public Hearings August 1, 2024 and August 15, 2024 ; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings – on or after the 40th day but before 20th day before First Reading of Ordinance
July 22, 2024	NOTICE TO PROPERTY OWNERS & utility providers	Loc. Gov't Code § 43.062(a)
July 21, 2024	NEWSPAPER NOTICE RE: FIRST PUBLIC HEARING ; (If applicable Notice to Railroad) SCHOOL DISTRICT NOTICE (notify each school district of possible impact) POST NOTICE ON WEB SITE and MAINTAIN UNTIL COMPLETE	Not less than 10 days nor more than 20 days before 1st public hearing. Loc. Gov't Code, §43.063 (c).
August 4, 2024* Publish notice of Second Public Hearing (1 time)	NEWSPAPER NOTICE RE: SECOND PUBLIC HEARING	Not less than 10 days nor more than 20 days before 2nd public hearing. Loc. Gov't Code, § 43.063 (c).
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 20 adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
August 1, 2024*	1st PUBLIC HEARING AND PRESENT SERVICE PLAN (Not more than 40 days before the reading of ordinance) <i>Regular Meeting</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.065 & 43.063(a).
August 15, 2024*	2nd PUBLIC HEARING AND PRESENT SERVICE PLAN (At least 20 days before reading of ordinance.) <i>Regular Meeting</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.065 & 43.063 (a).
Institution Date September 5, 2024*	READING OF ORDINANCE <i>Regular Meeting</i>	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
Within 30 days of Reading (before October 5, 2024)	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Reading (before November 5, 2024)	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads	

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



Legend

- Future Victory Lane (R.O.W.)
- Victory Lane Extension
- Additional R.O.W. Tract
- Heights Connector Seg-1
- 107 Acre Tract Boundary
- BCAD Parcels
- Heights Connector Seg 2 (Future)
- Heights Connection Loop Phase

GEOMETRICS OF FUTURE VICTORY LANE RIGHT-OF-WAY ARE APPROXIMATE AND ULTIMATE REQUIRED RIGHT-OF-WAY WIDTHS TO BE DETERMINED BY LAND OWNER AND BRAZORIA COUNTY

THIS EXHIBIT IS A PICTORIAL REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS SUBJECT TO CHANGE. THIS EXHIBIT IS A SCANNED IMAGE AND NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.



0 250 500 1,000 Feet



AGENDA COMMENTARY

Meeting Date: 9/5/2024

Department: Legal Department

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider Ordinance 24-X, granting consent to the annexation of approximately 107.1041 acres of land into Brazoria County Municipal Utility District No. 51; making findings of fact; providing a severability clause; providing for an effective date; and providing for other matters related thereto.

Type of Item: Ordinance

Summary: On January 17, 2019, the City consented to the creation of Brazoria County Municipal Utility District No. 51 in Ordinance 19-B. On or about April 22, 2024, the City received a Petition for Consent to Annex Land into MUD 51 from the District and Beazer Homes Texas, L.P., to include approximately 107.1041 acres into the District. Section 54.016 of the Texas Water Code provides that no land within the corporate limits of a city or within the extraterritorial jurisdiction of a city, shall be included within a municipal utility district unless such city grants its written consent to the inclusion of the land within the district.

The approximately 107.1041 acres of land were annexed into the corporate limits of the City on September 5, 2024, in Ordinance 24-W.

Staff recommends approval of Ordinance 24-X.

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: 8/19/2024 SLH

Finance Review Required: N/A ☐ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Ord 24-X; Consent to annex 107.1041 acres into MUD 51
 2. Petition for Annexation into MUD
 3. Exhibit A - Annexation into MUD
 4. Exhibit B - Annexation into MUD - Municipal Service Plan
 5. Map
-

Recommendation: Move to approve Ordinance 24-X, granting consent to the annexation of approximately 107.1041 acres of land into Brazoria County Municipal Utility District No. 51; making findings of fact; providing a severability clause; providing for an effective date; and providing for other matters related thereto.

Reviewed by Department Head, if applicable: ☐

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Attorney, if applicable: X

Reviewed by City Manager, if applicable: X

ORDINANCE 24-X

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, GRANTING CONSENT TO THE ADDITION OF APPROXIMATELY 107.1041 ACRES OF LAND TO BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 51; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvin, Texas (the “City”), consented to the creation of Brazoria County Municipal Utility District No. 51 (the “District”) by Ordinance 19-B, passed and adopted by City Council on January 17, 2019; and

WHEREAS, the District and Beazer Homes Texas, L.P., the owner of the land herein described, have petitioned the City to consent to the addition to the District approximately 107.1041 acres of land more fully described in the Petition and the Exhibit attached hereto as Exhibit A; and

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

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

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

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

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

Section 2. The City Council of the City of Alvin, Texas, hereby grants its specific written consent to the addition of the approximately 107.1041 acres of land referenced above that are situated within the corporate limits of the City of Alvin, Texas, into the District as described in the Petition and the exhibit, attached hereto as Exhibit A. This Ordinance shall not impair the effectiveness of any agreement between the City and the District dated prior to the effective date hereof or conditions contained in Ordinance 19-B, consenting to the creation of the District.

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

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

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

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

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

PASSED AND APPROVED on this the 5th day of September 2024.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

PETITION FOR CONSENT TO ANNEX LAND INTO
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 51

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

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

The undersigned, BEAZER HOMES TEXAS, L.P., a Delaware limited partnership (the "Petitioner") and BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 51 (the "District"), acting pursuant to the provisions of Chapter 49, Texas Water Code, particularly Section 49.301, together with all amendments and additions thereto, respectfully petition the City Council of the City of Alvin, Texas (the "City"), for its written consent to the annexation by the District of approximately 107.1041 acres of land described by metes and bounds in **Exhibit A** (the "Land"), which is attached hereto and incorporated herein for all purposes. In support of this petition, the undersigned would show the following:

I.

The District is a municipal utility district duly created under the laws of the State of Texas on August 7, 2019. The District was created and organized under the terms and provisions of Article XVI, Section 59, of the Constitution of Texas, and is governed by the provisions of Chapters 49 and 54, Texas Water Code, as amended.

II.

The Petitioner holds fee simple title to the Land, as indicated by the certificate of ownership provided by the Brazoria County Appraisal District and supplemented, as needed, by certified deeds recorded in the Official Public Records of Brazoria County, Texas.

III.

The Petitioner represents that there are no lienholders on the Land.

IV.

The Land is situated wholly within Brazoria County, Texas. All of the Land is currently within the exclusive extraterritorial jurisdiction (as such term is defined in Texas Local Government Code, Section 42.021 et seq., as amended) of the City and Petitioner has petitioned the City for annexation into the corporate limits of the City, and

petitioned the District for annexation into the District. All of the Land may properly be annexed into the District.

The general nature of the work to be done within the Land is the construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system, and a drainage and storm sewer system, road facilities, and parks and recreational facilities.

V.

There is, for the following reasons, a necessity for the above-described work. The Land, which will be developed for commercial and/or residential purposes, is urban in nature, is within the growing environs of the City, is in close proximity to populous and developed sections of Brazoria County, Texas, and within the immediate future will experience a substantial and sustained residential and commercial growth. There is not now available within the Land an adequate waterworks and sanitary sewer system nor an adequate drainage system, nor road facilities, nor parks or recreational facilities, and it is not presently economically feasible for the Land to provide for such systems and facilities itself. Because the health and welfare of the present and future inhabitants of the Land and of lands adjacent thereto require the construction, acquisition, maintenance and operation of an adequate waterworks and sanitary sewer system and a drainage and storm sewer system, road facilities, and parks and recreational facilities, a public necessity exists for the annexation of the Land into the District, to provide for the purchase, construction, extension, improvement, maintenance and operation of such waterworks and sanitary sewer system and such drainage and storm sewer system, such road facilities, and such parks and recreational facilities, so as to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VI.

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

WHEREFORE, the undersigned respectfully pray that this petition be heard and granted in all respects and that the City give its written consent to the annexation of the Land into the District.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on April 5, 2024.

BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 51

By: [Signature]

Name: Steve Bost

Title: Vice President

ATTEST:

By: [Signature]

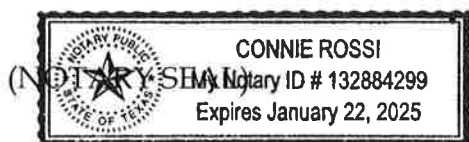
Name: Joseph M. Shanda

Title: Secretary



THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on April 5, 2024,
by Steve Bost, as Vice President, and
Joseph M. Shanda, as Secretary, of the Board
of Directors of BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 51, a
political subdivision of the State of Texas, on behalf of said political subdivision.



[Signature]
Notary Public, State of Texas

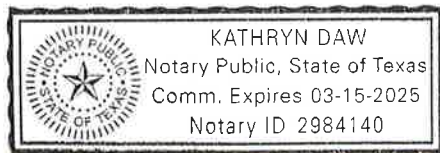
BEAZER HOMES TEXAS, L.P.,
a Delaware limited partnership

By: Beazer Homes Texas Holdings, Inc.,
a Delaware corporation, its General Partner

By: 
Jeff Anderson
Authorized Signatory - West Region

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on April 2, 2024,
by Jeff Anderson, as Authorized Signatory - West Region, of Beazer Homes Texas
Holdings, Inc., a Delaware corporation, General Partner of BEAZER HOMES TEXAS,
L.P., a Delaware limited partnership, on behalf of said corporation and said limited
partnership.



(NOTARY SEAL)


Notary Public, State of Texas

Attachments:

Exhibit A: Description of the Land

Exhibit B: Conditions of the City

EXHIBIT A
METES AND BOUNDS DESCRIPTION
107.1041 ACRES
BRAZORIA COUNTY, TEXAS

All that 107.1041 acre (4,665,453 square foot) tract of land called 107.089 acres as conveyed by Warranty Deed dated May 17, 2017 to Lando Development, LTD as recorded under Clerk's File No. 2017024067 of the Official Public Records of Real Property, Brazoria County, Texas. Said tract being all of Lots 1, 2, 3, 5, 6 and a portion of Lots 4, 7, 8 and 9 of Pierce's Addition as recorded under Volume 46, Page 7 of the Deed Records of Brazoria County, Texas and all of Lots 58, 59, 60 and a portion of Lots 61 and 62 of Section 23, Hooper and Wade Survey Abstract No. 420 as recorded under Volume 49, Page 161 of the Deed Records of Brazoria County, Texas, and being more particularly described by metes and bounds as follows: *(all bearings herein are based on the Texas State Plane Coordinate System, South Central Zone (No. 4204))*

BEGINNING at a point in the called centerline of County Road 149, the southeast line of Wellman Subdivision as recorded under Volume 8, Page 622 of the Deed Records of Brazoria County, Texas and the west corner of Lot 58 of said Hooper and Wade Survey and said 107.089 acre tract;

THENCE North 38°35'53" East (called North 42°26'06" East), along the southeast line of said Wellman Subdivision and the northwest line of said 107.089 acre tract, for a distance of 869.27 feet (called 868.68 feet) to a ½-inch iron pipe found at the northeast corner of a called 1.1098 acre tract as conveyed by Special Warranty Deed dated July 30, 1992 to Tommaso Achille and Mary C. Achille as recorded under Clerks File No. 92-02540 of the Official Public Records of Real Property, Brazoria County, Texas, the northwest corner of said 107.089 acre tract an being situated at the centerline of a 50-foot wide public road as recorded under Book 46, Page 7 of the Plat Records of Brazoria County, Texas;

THENCE North 86°29'43" East (called North 89°37'05" East), along the centerline of said 50-wide public road and the north line of said 107.089 acre tract, for a distance of 2,360.99 feet (called 2,362.56 feet) to a ¾-inch iron pipe found for corner at the northeast corner of said 107.089 acre tract situated in the northeast line of a 50-foot wide public road as recorded under Book 46, Page 7 of the Plat Records of Brazoria County, Texas and the southwest line of the G.C. & S.F. Railroad right-of-way (100-foot wide);

THENCE South 16°37'03" East (called South 12°38'11" East), along the northeast line of said 107.089 acre tract, the northeast right-of-way line of said 50-foot wide road and the southwest right-of-way line of said G.C. & S.F. Railroad, for a distance of 1,143.40 feet (called 1,143.68 feet) to 5/8-inch iron rod found for corner at the northernmost corner of a "Proposed Detention Pond" as depicted on the plat of Forest Heights, Section 4 as recorded under Plat No 2006004775 of the Map Records of Brazoria County, Texas;

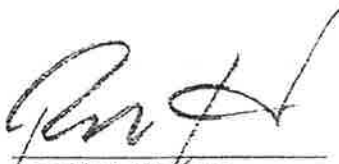
THENCE South 38°47'56" West (called South 42°40'14" West), along the southeast line of said 107.089 acre tract for a distance of 1,466.01 feet (called 1,464.45 feet) to a point for corner from which a 5/8-inch iron rod with cap was found bearing South 35°21'15" West, 1.58 feet;

THENCE North 51°25'40" West (called North 47°32'52" West), along the internal southwest line of said 107.089 acre tract and the northeast line of a called 4.98 acre tract as conveyed by General Warranty Deed dated September 12, 2014 to Silvia L. Iglesias as recorded under Clerk's File no. 2014041418 of the Official Public Records of Real Property, Brazoria County, Texas, for a distance of 690.04 feet to 5/8-inch iron rod with cap stamped "BenchmarkEngr" set for corner, from which a disturbed 1/2-inch iron rod was found bearing North 24°42'17" West, 0.56 feet;

THENCE South 38°52'24" West (called South 42°45'12" West), along the northwest line of said 4.98 acre tract, for a distance of 329.43 feet to a 5/8-inch iron rod with cap stamped "BenchmarkEngr" set for corner at the most easterly corner of Lot 55 of said Section 23, Hooper and Wade Survey;

THENCE North 51°31'20" West (called North 47°38'32" West), along the northeast line of a called 12.05 acre tract as conveyed by Warranty Deed dated December 17, 1999 to Kenneth and Linda C. Krauskopf as recorded under Clerk's File No. 99-056621 of the Official Public Records of Real Property, Brazoria County, Texas, for a distance of 1,994.03 feet to the **POINT OF BEGINNING** of herein described tract and containing 107.1041 acres or 4,665,453 square feet of land.

This description was prepared in connection with an exhibit map prepared by Benchmark Engineering Corporation. Job No. 16034.



Ronald G. Harrison, R.P.L.S.

Texas Registration No. 5342

TBPLS Firm Registration Number 10009000



Exhibit B

(a) The District may issue bonds, including refunding bonds, for any purposes authorized by law, including but not limited to, purchasing, refinancing, designing and constructing, or otherwise acquiring water works systems, sanitary sewer systems, storm sewer systems, and drainage facilities, recreational facilities, road facilities or parts of such systems or facilities, and to make any and all necessary purchases, constructions, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. Such bonds must provide that the District reserves the right to redeem said bonds on any interest payment date subsequent to the 15th anniversary of the date of issuance (or any earlier date at the discretion of the District) without premium, and none of such bonds, other than refunding bonds, will be sold for less than 95 percent of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date of the sale of such bonds. If the district pledges revenues from the operation of the District's water and sewer and/ or drainage system to the payment of the District's bonds, the resolution authorizing the issuance of the District's bonds will contain a provision that the pledge of any revenues from the operation of the District's water and sewer and/ or drainage system to the payment of the District's bonds will terminate when and if the City dissolves the District, takes over the assets of the District, and assumes all of the obligations of the District.

(b) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the City, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage and road facilities to serve the District and obtain the approval of such plans and specifications therefrom. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform to the specifications of the City. All water service lines and sewer service lines, lift stations, roads and appurtenances thereto, installed or used within the District will comply with the City's standard plans and specifications as amended from time to time. Prior to the construction of such facilities within or by the District, the District or its engineer will give written notice by registered or certified mail to the City, stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer, drainage and road facilities will be in accordance

with the approved plans and specifications and with applicable standards and specifications of the City; and during the progress of the construction and installation of such facilities, the City may make periodic on-the-ground inspections.

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

(d) The District, its board of directors, officers, developers, and or landowners will not permit the construction, or commit to any development within, the District that will result in a wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow limitations or the District's allocated capacity therein.

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

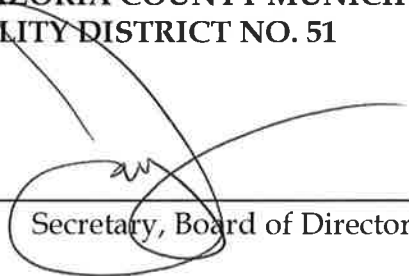
CERTIFICATE

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

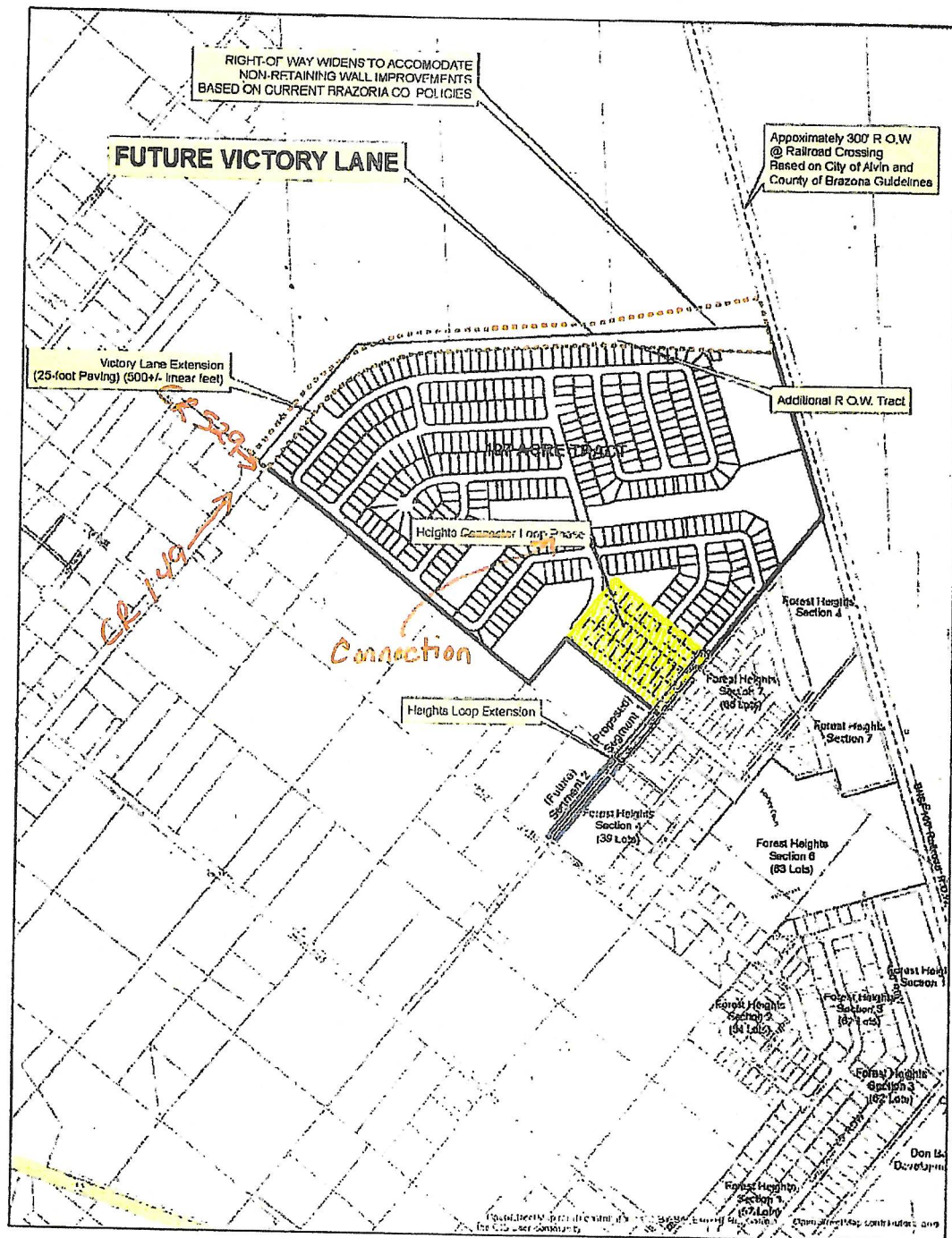
I, the undersigned Secretary of the Board of Directors of BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 51, do hereby certify that the attached and foregoing is a true and correct copy of the Petition for Consent to Annex Land into Brazoria County Municipal Utility District No. 51 that was filed with the Board of Directors of the District on April 5, 2024.

WITNESS MY HAND AND SEAL OF SAID DISTRICT on
April 5, 2024.

**BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 51**

By:  _____
Secretary, Board of Directors





Legend

- Future Victory Lane (R.O.W.)
- Victory Lane Extension
- Additional R.O.W. Tract
- Heights Connector Seg-1
- 107 Acre Tract Boundary
- BCAD Parcels
- Heights Connector Seg 2 (Future)
- Heights Connection Loop Phase

GEOMETRICS OF FUTURE VICTORY LANE RIGHT-OF-WAY ARE APPROXIMATE AND ULTIMATE REQUIRED RIGHT-OF-WAY WIDTHS TO BE DETERMINED BY LAND OWNER AND BRAZORIA COUNTY

THIS EXHIBIT IS A PICTORIAL REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS SUBJECT TO CHANGE. THIS EXHIBIT IS A SCANNED IMAGE AND NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.



0 250 500 1,000 Feet



AGENDA COMMENTARY

Meeting Date: 9/5/2024

Department: Legal Department

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider Resolution 24-R-25, accepting the Petition for Annexation of approximately 168.36 acres of land located in Brazoria County, Texas; setting an annexation schedule; providing for public hearings; and providing for other matters related thereto.

Type of Item: Resolution

Summary: On or about August 9, 2024, the City received a Petition for Annexation from WB West Alvin Land, LLC, for the annexation of two (2) tracts of land totaling approximately 168.36 acres of land into the City and into the Preservation Creek development, located east of State Highway 288, and south of FM 1462. The land to be annexed into the City will be contained within Preservation Creek MUD No. 1, and the entire MUD will be within the City's corporate limits.

Additionally, TIRZ No. 1 will be expanded to encompass the entire boundaries of the MUD, including the 168.36 acres being annexed into the City's corporate limits. By annexing these acres into the corporate limits, the City will be able to collect tax increments over these parcels, as well.

This Resolution formally accepts the Petition, and sets two (2) public hearings: October 3 and October 17, 2024. The final reading of the Ordinance is scheduled for November 7, 2024.

Staff recommends approval.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☐	Budgeted Item: Yes ☐ No ☐ N/A ☐
Funding Account: ☐	Amount: ☐
Legal Review Required: N/A ☐ Required ☐	1295 Form Required? Yes ☐ No ☐
Finance Review Required: N/A ☐ Required ☐	Date Completed: <u>8/15/2024 SLH</u>
	Date Completed: _____

Supporting documents attached:

1. Res. 24-R-25; Preservation Creek Annexation
 2. Exhibit A - Metes and Bounds
 3. Exhibit B - 168.36 Acre LTS Map
 4. Annexation Schedule - Preservation Creek
 5. Petition to Annex into Alvin corp limits_168.36 acres
-

Recommendation: Move to approve Resolution 24-R-25, accepting the Petition for Annexation of approximately 168.36 acres of land located in Brazoria County, Texas; setting an annexation schedule; providing for public hearings; and providing for other matters related thereto.

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

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

RESOLUTION NO. 24-R-25

A RESOLUTION OF THE CITY OF ALVIN, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF APPROXIMATELY 168.36 ACRES OF LAND LOCATED IN BRAZORIA COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR PUBLIC HEARINGS; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

WHEREAS, WB WEST ALVIN LAND, LLC, the owner of two (2) tracts of land totaling approximately 168.36 acres, located within Brazoria County, Texas, has petitioned the City of Alvin, Texas (herein the “City”), a home-rule City, for annexation of said property, more particularly described herein, into the City limits; and

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

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

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

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

Section 2. Proceedings. The City hereby accepts the Petition for Annexation of all portions of the following two (2) tracts of land not previously annexed into the City:

Tract 1

A 130.63 acre tract of land situated in the C. M. Hays Survey, Abstract 534 and the W.D.C. Hall Survey, Abstract 69, Brazoria County, Texas, being out of lots 1, 2, 3, 4, 15, 16, 17, 18, 19 and 20 of Kanawha Texas Company’s Subdivision as recorded under Volume 2, Page 53 of the Brazoria County plat records, and being all of that called 130.62 acre tract of land conveyed to Brazoria Meadows, LP by Deed recorded under Brazoria County Clerk’s File No. (B.C.C.F. No.) 2004070827, more particularly described in Exhibit A and reflected in Exhibit B, attached hereto and incorporated for all purposes.

Tract 2

A 37.73 acre tract of land located in the H.T. & B. R.R. Co. Survey, Abstract 252 and the W.D.C. Hall Survey, Abstract 69, Brazoria County, Texas, including a portion of the northeast corner of said Kanawha Texas Company’s Subdivision and Lot 9 therein, and being all that called 37.73 acre tract of land conveyed to Brazoria Meadows, LP. by Deed recorded under Brazoria County Clerk’s File No. (B.C.C.F. No.) 2004070828, more particularly described in Exhibit A and reflected in Exhibit

B, attached hereto and incorporated for all purposes.

Two (2) public hearings are set for the dates of October 3, 2024, and October 17, 2024. Notice of such hearings shall be posted and the hearings shall be open to the public to accept public comment on the annexation request.

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

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

PASSED AND APPROVED this the 5th day of September 2024.

THE CITY OF ALVIN, TEXAS

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary

EXHIBIT A

**METES AND BOUNDS DESCRIPTION
BEING 168.36 ACRES OF LAND
IN THE H.T. & B. R.R. CO. SURVEY, ABSTRACT 252,
W.D.C. HALL SURVEY, ABSTRACT 69,
C. M. HAYS SURVEY, ABSTRACT 534,
BRAZORIA COUNTY, TEXAS**

DESCRIPTION OF 168.36 ACRES OF LAND SITUATED IN THE H.T. & B. R.R. CO. SURVEY, ABSTRACT 252, THE W.D.C. HALL SURVEY, ABSTRACT 69 AND THE C. M. HAYS SURVEY, ABSTRACT 534, BRAZORIA COUNTY, TEXAS, SAID 168.36 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS TRACT 1 AND TRACT 2 BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

TRACT 1

DESCRIPTION OF A 130.63 ACRE TRACT OF LAND SITUATED IN THE C. M. HAYS SURVEY, ABSTRACT 534 AND THE W.D.C. HALL SURVEY, ABSTRACT 69, BRAZORIA COUNTY, TEXAS, BEING OUT OF LOTS 1,2,3,4,15,16,17,18,19 AND 20 OF KANAWHA TEXAS COMPANY'S SUBDIVISION AS RECORDED UNDER VOLUME 2, PAGE 53 OF THE BRAZORIA COUNTY PLAT RECORDS (VOL. PG. B.C.P.R.) AND BEING ALL OF THAT CALLED 130.62 ACRE TRACT OF LAND CONVEYED TO BRAZORIA MEADOWS, L.P. BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE No. (B.C.C.F. No.) 2004070827; SAID 130.63 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/4-inch iron pipe called for and found in the easterly right-of-way line of State Highway No. 288 (420 foot wide at this location based on TxDOT right-of-way maps dated 3-5-1968), said pipe having a plastic cap stamped "S. ADAMS RPLS 3666" marking the southwest corner of said 130.62 acre tract of land, same being a westerly corner of a called 2,698.22 acre tract of land described in the deed recorded under B.C.C.F. No. 02-034524;

- (1) **THENCE**, North 02°59'46" West, along the easterly right-of-way line of State Highway 288 for a distance of 3,112.76 feet to a 1/2-inch iron rod found marking the northwest corner of said 130.62 acre tract of land and a westerly corner of the called 2,698.22 acre tract of land;

THENCE, with the common lines of said 130.62 acre tract and said 2,698.22 acre tract for the following twelve (12) courses and distances:

- (2) North 87°19'48" East, for a distance of 1,983.14 feet (called 1982.80 feet) to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for corner;
- (3) South 26°10'54" East, for a distance of 50.00 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for corner;
- (4) South 11°49'20" East, for a distance of 407.85 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for corner;
- (5) South 16°13'35" East, for a distance of 363.29 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for corner;
- (6) South 16°27'05" West, for a distance of 924.95 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for corner;
- (7) South 42°32'16" West, for a distance of 370.33 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for corner;
- (8) South 02°43'27" West, for a distance of 428.58 feet to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set for corner;
- (9) South 30°20'08" West, for a distance of 489.62 feet to a 1/2-inch iron rod with cap stamped "S. Adams RPLS 3666" called for and found for corner;

- (10) South 17°57'46" West, for a distance of 644.80 feet to a 1/2-inch iron rod called for and found for corner;
- (11) South 37°07'30" West, for a distance of 168.03 feet to a 1/2-inch iron rod called for and found for corner;
- (12) North 65°55'54" West, for a distance of 876.67 feet to a 1/2-inch iron rod found for corner;
- (13) South 87°00'42" West, for a distance of 144.92 feet (called 145.00 feet) to the **POINT OF BEGINNING** and containing 130.63 acres of land.

TRACT 2

DESCRIPTION OF A 37.73 ACRE TRACT OF LAND SITUATED IN THE H.T. & B. R.R. CO. SURVEY, ABSTRACT 252 AND THE W.D.C. HALL SURVEY, ABSTRACT 69, BRAZORIA COUNTY, TEXAS, INCLUDING A PORTION OF THE NORTHEAST CORNER OF SAID KANAWHA TEXAS COMPANY'S SUBDIVISION AND LOT 9 THEREIN, AND BEING ALL THAT CALLED 37.73 ACRE TRACT OF LAND CONVEYED TO BRAZORIA MEADOWS, L.P. BY DEED RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE No. (B.C.C.F. No.) 2004070828; SAID 37.73 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an 1/2-inch iron rod called for and found marking northerly corner of the called 37.73 acre tract of land, same being the southwesterly corner of a called 0.5619 acre tract of land recorded under B.C.C.F. No. 2018007910 (being a part of an unrecorded subdivision known as Sandy Meadow Estates), said corner being in the easterly line of 52.2811 acre tract of land recorded under B.C.C.F. No. 2021055024;

- (1) **THENCE**, South 49°57'13" East, along the northeasterly line of said 37.73 acre tract of land, common to the southwesterly line of Sandy Meadow Estates, passing at 61.71 feet a 1-inch iron pipe found marking the southerly common corner of said 0.5617 acre tract and a 0.835 acre tract of land described in deed under B.C.C.F. No. 2015054190, passing at 406.13 feet a 1/2-inch iron pipe found marking the southerly common corner of said 0.835 acre tract and a called 1.16 acre tract of land described in deed under Volume 1654, Page 419 of the Brazoria County Deed Records (B.C.D.R.), passing at 601.04 feet a 3/4-inch iron pipe found marking the southerly common corner of said 1.16 acre tract of land and a called 1.475 acre tract of land described in deed under B.C.C.F. No. 91-029830, passing at 792.49 feet a 3/4-inch iron pipe found marking the southerly common corner of said 1.475 acre tract and a called 1.79 acre tract as described in deed under B.C.C.F. No. 85-017777, passing at 985.14 feet a 3/4-inch iron pipe found marking the southerly common corner said 1.79 acre tract and a called 2.874 acre tract of land as described under B.C.C.F. No. 84-036737, and continuing for a total distance of 1,185.28 feet to found 1/2-inch iron pipe marking an angle point, same being the southwest corner of a called 20.0033 acre tract of land described in deed under B.C.C.F. NO. 2020068993;
- (2) **THENCE**, South 49°46'26" East, along the common line of said 37.73 acre tract and said 20.0033 acre tract for a distance of 238.20 feet to a 1/2-inch iron pipe found marking an angle point of the herein described tract and being the westerly common corner of said 20.0033 acre tract and a called 42.122 acre tract of land as recorded under B.C.C.F. No. 2014043800;
- (3) **THENCE**, South 49°41'40" East, along the common line of line of said 37.73 acre tract and said 42.122 acre tract for a distance of 1,180.22 feet to a 3/4-inch iron pipe found marking the most easterly corner of said 37.73 acre tract and an angle point in said 42.122 acre tract, said pipe being in the northerly line of a called 40.13 acre tract of land described in deed recorded under B.C.C.F. No. 2014019841;
- (4) **THENCE**, South 86°54'59" West, along the common line of line of said 37.73 acre tract and said 40.13 acre tract for a distance of 1,739.86 (called 1,739.90) feet to 5/8-inch iron rod called for and found marking the westerly common corner of said 37.73 acre and said 40.13 acre tract of land, being in an easterly line of a called 2,698.22 acre tract of land described in deed recorded under B.C.C.F. No. 02-034524;

- (5) **THENCE**, North 03°00'29" West, along the common line of said 37.73 acre tract and said 2,698.22 acre tract for a distance of 334.75 feet to 3/4-inch iron rod called for and found marking an angle point common to said 37.73 acre tract and said 2,698.22 acre tract of land;
- (6) **THENCE**, South 86°53'38" West, continuing along said common line for a distance of 157.24 feet to a 1/2-inch iron rod with cap stamped "S. Adams RPLS 3666" found marking an angle point common to said 37.73 acre tract and said 2,698.22 acre tract of land;
- (7) **THENCE**, North 03°06'22" West, continuing along said common line for a distance of 100.00 feet to a 1/2-inch iron rod found marking an angle point in the westerly line of said 37.73 acre tract of land, said corner being the northeasterly corner of said 2,692.22 acre tract of land;
- (8) **THENCE**, North 03°03'17" West, along the common line of said 37.73 acre tract and the aforementioned 52.2811 acre tract for a distance of 1,349.78 feet to the **POINT OF BEGINNING** and containing 37.73 acres of land, and when both tracts of land are combined, they have a total area of 168.36 acres of land. This description accompanies a Land Title Survey (21108400V-PBLT01.dwg) prepared by EHRA dated December 17, 2021 and revised May 26, 2022.

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

Robert L Boelsche

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



Date: December 17, 2021, Rev. May 26, 2022
Job No: 211-084-00
File No: R:\2021\211-084-00\Docs\Description\Boundary\21108400V-PBLT01-Tract 1.doc

EXHIBIT B

Legend table with symbols for various survey features like B.C.C.F. NO., B.C.D.R., BOLLARD, etc.

Legend table with symbols for various survey features like B.C.C.F. NO., B.C.D.R., BOLLARD, etc.

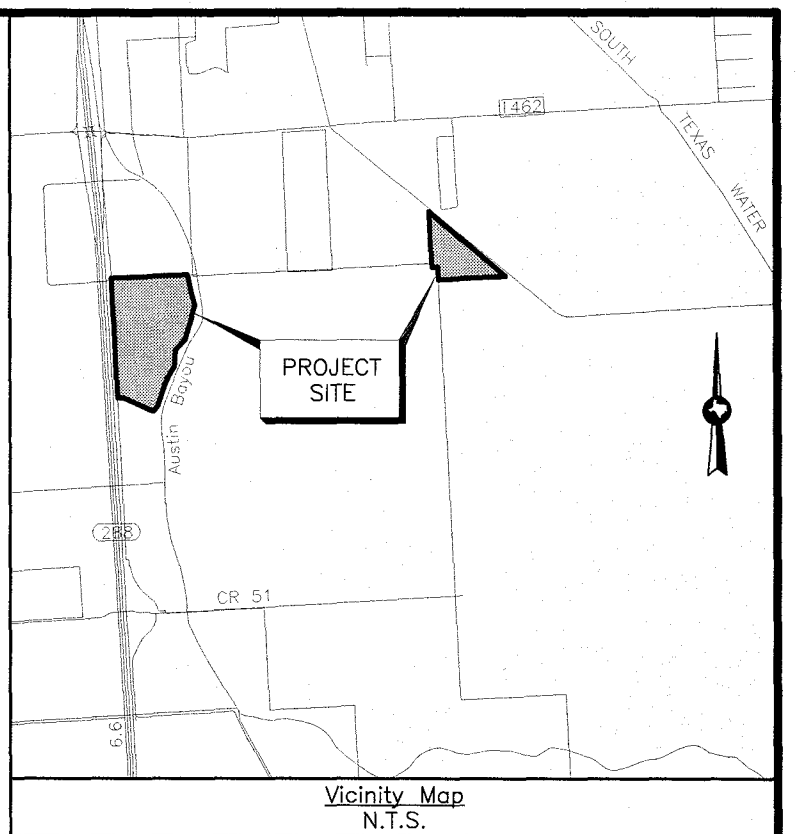
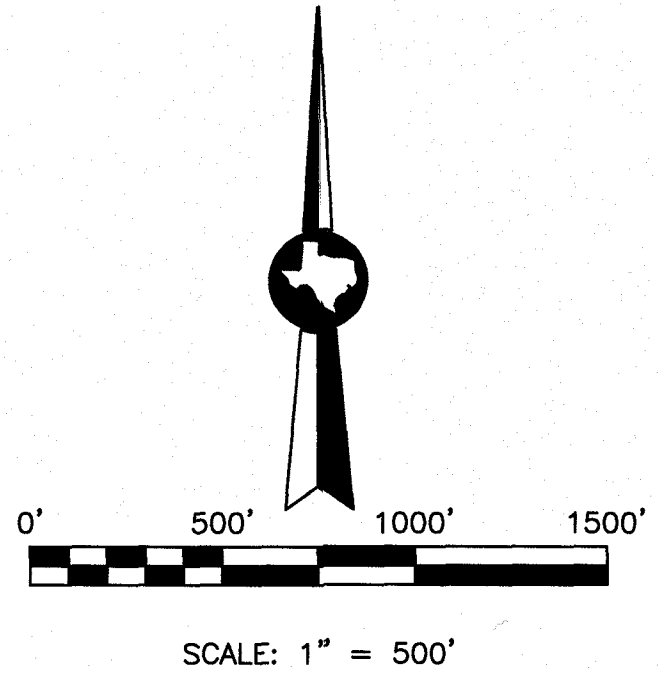
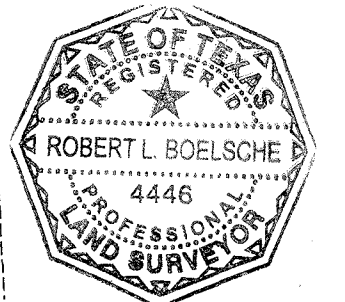


Table with 3 columns: TRACT NUMBER, OWNER NAME, RECORDING INFORMATION. Lists various tracts and their owners.



- NOTES: 1. This survey has been performed in conjunction with the Commitment for Title Insurance... 2. The basis of Bearings shown hereon is referenced to the Texas Coordinate System of 1983, South Central Zone, as determined by GPS measurements. 3. Tract 2 may be subject to a 30' Pipeline Easement as recorded under Vol. 734 Pg. 558 of the B.C.D.R. not listed in the title report. 4. For Additional information about the subject tract, see Schedule B, Items 10 f, g, h, i, j, k, m, r, s, t, u, v, and w regarding certain leases that might affect the subject tract. This survey does not attempt to show these types of interests. 5. As per Schedule B, Item 10 i, the Designation Agreement recorded under B.C.C.F. No. 92-30194 does not effect the subject tracts. 6. As per Schedule B, Item 10 n, Tract 1 fronts on State Highway 288 and has controlled access limited and defined by instruments recorded under Volume 1064, Page 20, Volume 1077, Page 133, Volume 1207, Page 138 and Volume 1218, Page 614 of the B.C.D.R.. 7. As per Schedule B, Item 10 q, documents recorded under Vol. 269 Pg. 632 and Vol. 402 Pg. 37 do not affect the subject tracts. 8. As per Schedule B, Item 10 p, this tract is subject to a 60-foot wide Ingress/Egress Easement as recorded under B.C.C.F. No. 2004070827. This document makes reference to said easement being described in exhibit "C-2", but this document does not contain an exhibit "C-2", therefore, the location for this easement is not known and can not be shown hereon. 9. Tracts 1 and 2 are subject to gravel and dirt roads shown hereon crossing through the subject tracts used in common by adjacent property owners for ingress and egress. 10. This survey does not determine the location of wetlands, fault lines, toxic waste, cemeteries, landfills, dumps or any other environmental issues, should any exist. 11. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, has not been provided with construction plans showing the location of underground utilities. Underground utilities may exist which are not shown hereon. 12. The acreage totals as shown hereon are based on the mathematical closure of the courses and distances reflected on this survey. It does not include the tolerances that may be present due to the positional accuracy of the boundary monumentation. 13. Fences shown hereon with dimensional ties are shown where they were physically measured. The fence line may meander between measured locations. 14. According to the Federal Emergency Management Agency Flood Insurance Rate Map, Brazoria County, Texas, Community Panel No. 480590275K, dated December 30, 2020, a southeasterly portion of Tract 1 shown hereon lies within shaded "Zone A" (No base flood elevations determined) and the remaining portion of Tract 1 and Tract 2 lie within unshaded "Zone X" (areas determined to be outside the 0.2% annual chance floodplain). This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. The location of the flood zone was determined by scaling from said FEMA map. The actual location, as determined by elevation contours, may differ. Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA, assumes no liability as to the accuracy of the location of the flood zone limits. This flood statement shall not create liability on the part of Edminster, Hinshaw, Russ & Associates, Inc. d/b/a EHRA. 15. For additional information about the Subject Tract, see the metes and bounds description prepared separately.

LINE TABLE with columns: LINE, BEARING, DISTANCE. Lists survey line data.



Wa, Edminster, Hinshaw, Russ and Associates, Inc. acting by and through Robert L. Boelsche, a Texas Registered Professional Land Surveyor, hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey.

Survey form with fields for DATE, SCALE, JOB NO., and a table for revisions. Includes EHRA logo and contact information.

**SCHEDULE FOR VOLUNTARY ANNEXATION
PRESERVATION CREEK**

DATE	ACTION/EVENT	LEGAL AUTHORITY
September 5, 2024	COUNCIL BY WRITTEN RESOLUTION Directs notification to landowners; and sets two (2) Public Hearings: October 3, 2024, and October 17, 2024 ; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings – on or after the 40th day but before 20th day before First Reading of Ordinance
September 9, 2024	NOTICE TO PROPERTY OWNERS & utility providers	Loc. Gov't Code § 43.062(a)
September 22, 2024	NEWSPAPER NOTICE RE: FIRST PUBLIC HEARING ; (If applicable Notice to Railroad) SCHOOL DISTRICT NOTICE (notify each school district of possible impact) POST NOTICE ON WEB SITE and MAINTAIN UNTIL COMPLETE	Not less than 10 days nor more than 20 days before 1st public hearing. Loc. Gov't Code, §43.063 (c).
October 6, 2024* Publish notice of Second Public Hearing (1 time)	NEWSPAPER NOTICE RE: SECOND PUBLIC HEARING	Not less than 10 days nor more than 20 days before 2nd public hearing. Loc. Gov't Code, § 43.063(c).
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 20 adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063(b)
October 3, 2024*	1st PUBLIC HEARING AND PRESENT SERVICE PLAN (Not more than 40 days before the reading of ordinance) <i>Regular Meeting</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.065 & 43.063(a).
October 17, 2024*	2nd PUBLIC HEARING AND PRESENT SERVICE PLAN (At least 20 days before reading of ordinance.) <i>Regular Meeting</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.065 & 43.063(a).
Institution Date November 7, 2024*	READING OF ORDINANCE <i>Regular Meeting</i>	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
Within 30 days of Reading (before December 7, 2024)	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Reading (before January 6, 2025)	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads	

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

PETITION FOR ANNEXATION
INTO THE CITY OF ALVIN, TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

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

WB WEST ALVIN LAND LLC, a Texas limited liability company (the "Petitioner"), acting pursuant to Section 43.0671 of the Texas Local Government Code, together with all amendments and additions thereto, respectfully petitions the Mayor and the City Council of the City of Alvin (the "City") to extend the present city limits so as to include and annex as part of the City the approximately 168.36 acres of land described by metes and bounds in **Exhibit A** (the "Land"), which is attached hereto and incorporated herein for all purposes, and further petitions the City to negotiate and enter into a written agreement with the Petitioner for the provision of services in the area. In support of this petition, the Petitioner would show the following:

1. The Land lies within Brazoria County, Texas and is accurately described by metes and bounds in **Exhibit A**.
2. The Land is comprised of 168.36 acres within the extraterritorial jurisdiction of the City (as such term is defined in Texas Local Government Code Section 42.001 et seq., as amended).
3. The Land is described by metes and bounds in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.
4. The Petitioner hereby certifies that it is the sole owner of the Land, and that this Petition is signed and acknowledged by each and every person, corporation or entity owning the Land or having an ownership interest in any part of the Land. There are no lienholders on the Land.
5. Pursuant to that certain Development Agreement effective as of June 15, 2023, Petitioner has contracted with the City for the provision of services in the area. Such agreement includes: (1) a list of each service the City will provide on the effective date of the annexation; and (2) a schedule that includes the period within which the City will provide each service that is not provided on the effective date of the annexation.

[EXECUTION PAGE FOLLOWS]

Respectfully submitted this 5th day of August, 2024.

WB WEST ALVIN LAND LLC,
a Texas limited liability company

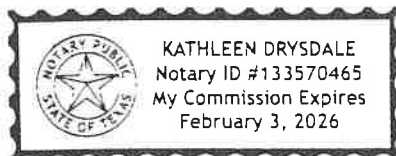
By: 

Name: Ting Qiao

Title: Manager

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on the 5th day of August, 2024, by Ting Qiao, as Manager of WB WEST ALVIN LAND LLC, a Texas limited liability company, on behalf of said limited liability company.




Notary Public, State of Texas

(NOTARY SEAL)

Attachment:

Exhibit A: Description of the Land



AGENDA COMMENTARY

Meeting Date: 9/5/2024

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a variance request from the homeowners at 1400 Highland Drive, from Chapter 21- Subdivision and Property Development, Section 21-37 (a), to encroach twenty-five feet into the twenty-five-foot front building setback for the construction of a carport.

Type of Item: Action Item

Summary: On July 30, 2024, the Engineering Department received a variance request from the property owners of 1400 Highland Drive, to be permitted to encroach 25 feet into the 25-foot front building setback for the construction of a carport. The homeowners are proposing to construct a carport along the front of their home located at 1400 Highland Drive, for reasons outlined in the attached request letter. The carport, as proposed on the attached property survey, will encroach 25 feet into the 25' front building setback; however, it will still be approximately 21 feet from the nearest edge of the Highland Drive pavement.

The City Planning Commission unanimously approved the variance request at their meeting on August 20, 2024. Staff recommends approval.

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

Funding Account: ☐ **Amount:** ☐ **1295 Form Required?** Yes ☐ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 8/28/2024 SLH

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

Supporting documents attached:

1. Variance Request Letter 1400 Highland
 2. Site Plan-1400 Highland Drive
-

Recommendation: Move to approve the variance request for the property owners at 1400 Highland Drive, from Chapter 21- Subdivision and Property Development, Section 21-37 (a), to encroach twenty-five feet into the twenty-five-foot front building setback for the construction of a carport.

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: ☒

July 30, 2024

To Whom It May Concern:

We are requesting a variance from the build line on our property and seeking permission to build a carport at our home located at 1400 Highland Drive here in Alvin. As shown in the survey of our property, the build line cuts right across the corner of our garage and includes just about the entire driveway. In order to have a carport, we will need to build over the build line. Our home was built in 1965 and has a two-car garage separated by a brick wall in the middle; however, neither of our vehicles fit in either bay as they are both too wide and big for the garage.

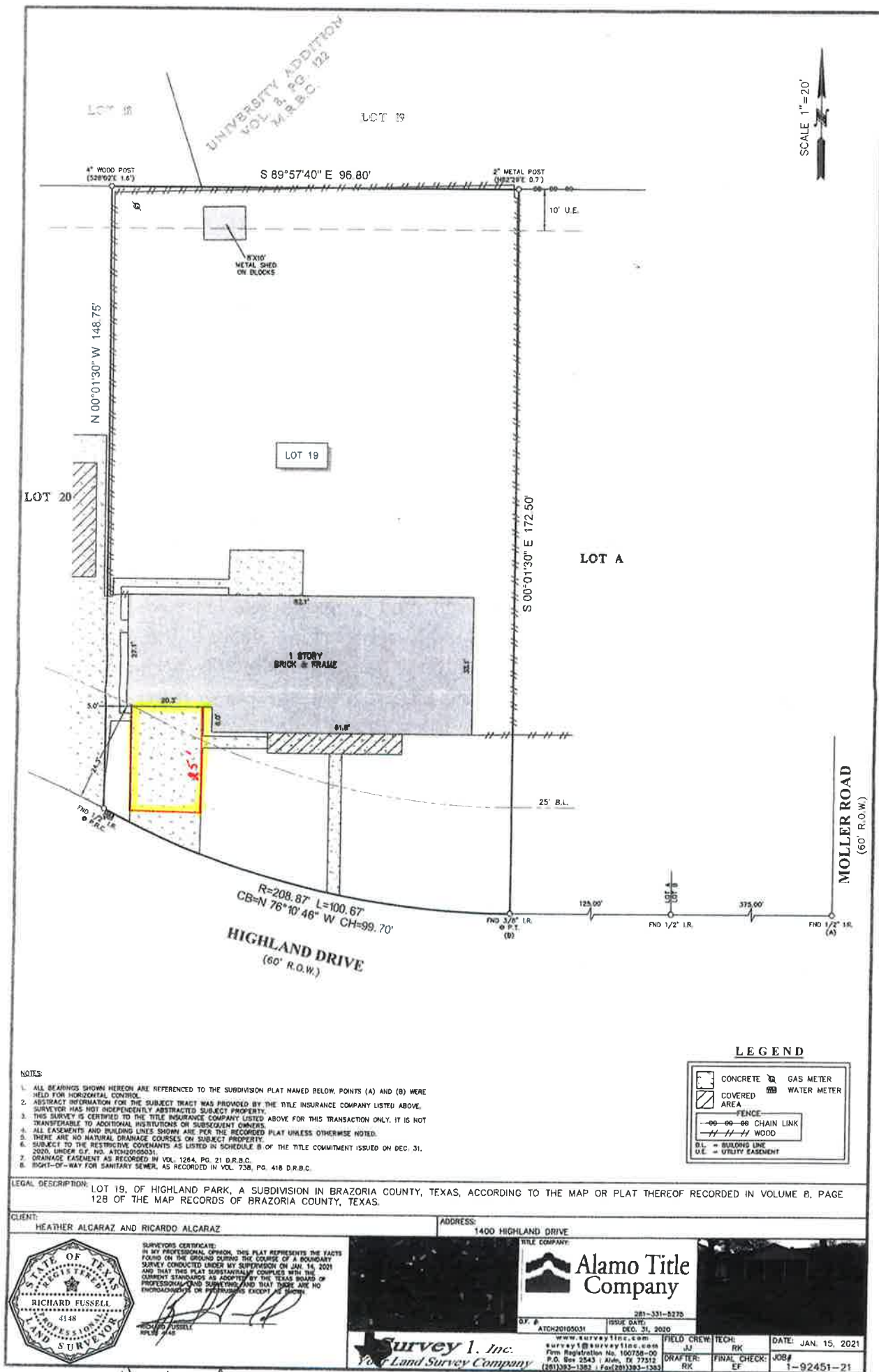
We are wishing to have coverage for when it's raining and protect our vehicles from the birds, threat of storms with hail, as well as from scratches from the tree branches that are constantly falling on our vehicles to mitigate any damage that would need repair, which will only drive up our insurance costs that much more. In speaking with a contractor, we were informed we would need to have a carport that is around 25' long in order to adequately cover both vehicles in the driveway. We were told this would take it to about the water meter, which is on the side of the ditch closest to the house. Included is a copy of the survey.

We appreciate your consideration in this matter and look forward to hearing from you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Heather Alcaraz", with a stylized flourish underneath.

Heather and Richard Alcaraz
1400 Highland Drive
Alvin, TX 77511
(956)454-2864





AGENDA COMMENTARY

Meeting Date: 9/5/2024

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a variance request for the property owners at 208 N. 6th Street, from Chapter 21- Subdivision and Property Development, Section 21-8 (a), to construct two (2) single-family dwellings on a single lot.

Type of Item: Action Item

Summary: On August 13, 2024, the Engineering Department received a variance request from the property owners at 208 N. 6th Street to Chapter 21- Subdivisions and Property Development, Section 21-8 (a) It shall be unlawful to construct two (2) single-family dwellings on a single lot, parcel, or tract of land. The homeowners, Edwin and Silvia Alfaro, would like to construct a new residential home prior to demolishing their existing home. A demolition permit for the existing home will be required prior to the City issuing the Certificate of Occupancy for the new home.

The City Planning Commission unanimously approved the variance request at their meeting on August 20, 2024.

Staff recommends approval.

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

Funding Account: ☐ **Amount:** ☐ **1295 Form Required?** Yes ☐ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:**

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

Supporting documents attached:

1. Variance Request and site plan 208 N. 6th
-

Recommendation: Move to approve a variance request for the property owners at 208 N. 6th Street to Chapter 21- Subdivision and Property Development, Section 21-8 (a) It shall be unlawful to construct two (2) single-family dwellings on a single lot, parcel, or tract of land.

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: ☒

Edwin and Silvia Alfaro
208 N 6th Street
Alvin, Texas 77511

6/28/2024

City of Alvin Permits & Inspections
Economic Development
1100 Hwy 6
Alvin, Texas 77511

Subject: Request for Exception to Retain Existing Home Until New Home Construction is Completed

Dear City Officials,

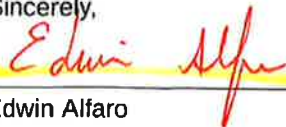
I hope this letter finds you well. I am writing to formally request an exception to the City's regulations regarding the removal of existing homes prior to the completion of new construction.

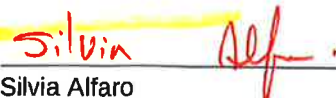
My family and I currently reside at 208 N6th Street and we are in the process of building a new home on the same property. Due to financial constraints and family needs it is essential for us to retain our current residence until the new home is completed and ready for occupancy.

This would ensure that we have a stable and safe living environment during the construction period. We understand and respect the city's regulations and policies. However, we kindly request an exception in this instance to avoid any undue hardship on our family. We assure you that we will comply with all necessary safety and zoning regulations during this transitional period. We are committed to working closely with the city to ensure a smooth process and are willing to meet any additional requirements the city may have to grant this exception. Our good faith commitment is to either move or demolish the existing structure upon completion within 60 days post the completion of our new home. We appreciate your understanding and consideration of our request.

Thank you for your time and attention to this matter. We look forward to your favorable response.

Sincerely,


Edwin Alfaro


Silvia Alfaro

(PLATTED AS PHILLIPS STREET)
(60' R.O.W.)

SCALE 1"=20'



RECEIVED
CITY OF ALVIN

NOTES

1. ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4904, H&S POINTS (A) AND (B) WERE HELD FOR HORIZONTAL CONTROL.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF INFORMATION CONTAINED IN A TITLE REPORT FOR THE REQUEST OF THE BUYER. SURVEYOR HAS NOT INDEPENDENTLY ABSTRACTED SUBJECT PROPERTY.
3. THIS SURVEY IS CERTIFIED TO EDWIN KALFAK FOR THIS TRANSACTION ONLY. IT IS NOT TRANSFERABLE TO ANY OTHER INSTITUTIONS OR SUBSEQUENT OWNERS.
4. EASEMENTS AND BUILDING LINES SHOWN ARE FOR THE RECORDED PLAY UNLESS OTHERWISE NOTED.
5. THERE ARE NO NATURAL DRAINAGE COURSES ON SUBJECT PROPERTY.

LEGAL DESCRIPTION: LOTS 5 AND 6 AND THE WEST HALF OF LOT 4, IN BLOCK 32, OF EASTON'S ADDITION TO THE CITY OF ALVIN, A SUBDIVISION IN BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 32, PAGE 28 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.

CUENT: EDWIN ALFARO

ADDRESS: 208 NORTH 6TH STREET



SURVEYORS CERTIFICATE:
IN MY PROFESSIONAL OPINION, THIS PLAT REPRESENTS THE
FACTS FOUND ON THE GROUND DURING THE COURSE OF A
BOUNDARY SURVEY CONDUCTED UNDER MY SUPERVISION ON
MAY 6, 2024 AND THAT THIS PLAT SUBSTANTIALLY COMPLIES
WITH THE CURRENT STANDARDS AS ADOPTED BY THE TEXAS
BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS,
AND THAT THERE ARE NO ENCUMBRANCES OR PROHIBITIONS



CONCRETE GRAVEL
COVERED AREA STEPS
WOOD DECK FENCE
 CHAIN LINK

www.survey1inc.com
survey1@survey1inc.com
Firm Registration No. 100758-00
P.O. Box 2643 | Alvin, TX 77512
(281)393-1362 | Fax(281)393-1363

FIELD CREW	JJ
DRAFTER	MA

TECH:	DATE: MAY 7, 2024
MA	
FINAL CHECK:	JOB#
LT	5-137185-24



AGENDA COMMENTARY

Meeting Date: 9/5/2024

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider Ordinance 24-Y, an Ordinance of the City of Alvin, Texas, amending Chapter 21, Subdivisions and Property Development of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article VII. Park Land Dedication and Development Fee; providing for severability; and setting forth other provisions related thereto.

Type of Item: Ordinance

Summary: At the June 6, 2024, City Council workshop, City Council directed staff to amend *Article VII Park Land Dedication and Development Fee* to allow developers -- when it is not feasible to allocate up to two acres for park use -- to have the option to dedicate a proportionate area within the development for parkland, and require that the designated parkland be owned and maintained by the Homeowner Association or related entity in lieu of paying the Parkland Dedication and Development fee in accordance with Sec. 21-130.

At the July 2, 2024, regular Park Board meeting, the board unanimously recommended amending the ordinance to remove the minimum two (2) acre parkland requirement from Sec. 21-128(d), and add the following guiding principles for parkland development:

- Park shall be owned and maintained by the Homeowner Association or related entity
- Park shall possess four qualities:
 - * Accessible
 - * Allow people to engage in activities
 - * Comfortable spaces having a good image
 - * Sociable place where people meet each other and take people to when they come to visit

Staff recommends the following amendments to Article VII. Park Land Dedication and Development Fee

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒	Budgeted Item: Yes ☐ No ☐ N/A ☒
Funding Account: ☐	Amount: ☐
Legal Review Required: N/A ☐ Required ☒	1295 Form Required? Yes ☐ No ☐
Finance Review Required: N/A ☐ Required ☐	Date Completed: <u>8/26/2024 SLH</u>
	Date Completed: _____

Supporting documents attached:

1. Ord 24-Y; Chapter 21; Art VII - Park Land Dedication. clean
 2. Ord 24-Y; Chapter 21; Art VII - Park Land Dedication.redline
-

Recommendation: Move to approve Ordinance 24-Y, amending Chapter 21, Subdivisions and Property Development of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article VII. Park Land Dedication and Development Fee; providing for severability; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Manager, if applicable: X

ORDINANCE NO. 24-Y

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 21, SUBDIVISIONS AND PROPERTY DEVELOPMENT OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING ARTICLE VII. PARK LAND DEDICATION AND DEVELOPMENT FEE; PROVIDING FOR SEVERABILITY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City Council of the City of Alvin is continually reviewing the provisions of the City Code of Ordinances to ensure that they meet the current needs of the City and that the procedures herein reflect standard practice; and

WHEREAS, the City Council of the City of Alvin desires to promote the health, safety, and general welfare of its citizens;

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

Section 1. That Chapter 21, Subdivisions and Property Development, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

CHAPTER 21, SUBDIVISIONS AND PROPERTY DEVELOPMENT

ARTICLE I. IN GENERAL

...

Secs. 21-111—21-125. - Reserved.

ARTICLE VII. PARK LAND DEDICATION AND DEVELOPMENT FEE

Sec. 21-126. Short title.

This article shall be known and cited as the “Park Land Dedication and Development Fee Article.”

Sec. 21-127. Purpose and applicability.

- (a) This article is adopted to provide and ensure adequate recreational areas and amenities in the form of neighborhood parks for subdivision developments subject to this chapter and to make the park land dedication and park development fee requirements an integral part of the review and approval of residential developments, whether the developments consist of new construction on previously vacant land or rebuilding and redeveloping existing residential areas.

- (b) New developments or redevelopments that involve only the replacement or reconstruction of pre-existing dwelling units shall be exempt from the provisions of this article, provided that the developments do not increase the density of the pre-existing dwelling units or involve a replat of the property.
- (c) Neighborhood parks are those parks that provide a variety of outdoor recreational facilities and within convenient distances from a majority of the residences to be served by such parks.
- (d) The city currently has a park system; however, new residential growth adds demands for more public park space and amenities. The cost of the additional demands should be supplemented by the residential property owners who shall be the beneficiaries of such parks.
- (e) The provisions of this article shall apply to the corporate limits of the city.
- (f) The provisions of this article shall not apply to properties that are included in a valid preliminary or final plat application that was submitted before the effective date of this article.

Sec. 21-128. Park land dedication.

- (a) When developing residential properties, the owner or developer shall be responsible for a fee simple dedication of park land at a ratio of one-one hundredth (1/100) of an acre or four hundred thirty-five and six-tenths (435.6) square feet of land for each proposed dwelling unit. A "dwelling unit" shall mean each individual residence, including each individual residential unit in a multi-family residential structure or manufactured home park, designed or intended for habitation by a single family. Hereinafter, all references to "the developer" shall mean both the owner and the developer jointly and severally, where the owner and developer are not the same party.
- (b) Plat submitted to the city for approval shall show the area required to be dedicated under this section.
- (c) Each corner of the park land dedication shall have an iron rod or pin set, in accordance with other lot corners in the subdivision.
- (d) The City Council and the city parks and recreation board generally consider that development of neighborhood parks shall be owned and maintained by the homeowner association or related entity as set forth for the development. Furthermore, parks shall possess the following qualities: they must be accessible and allow for people to engage in activities, they must be comfortable space(s), and have a good image and be a place where people meet each other and where residents take people to when they come to visit. Failure to provide the mechanism for perpetual maintenance or to include all these qualities in the park(s) shall result in the City having the option to require the developer to pay the applicable cash in lieu of land amount as provided in section 21-130.
- (e) The city, prior to plat submittal, will define the optimum location of the required park land dedication based upon the proposed park being located adjacent to current or future park land. If there is not an opportunity for the proposed park land dedication to be adjacent to current or future park land, then the city and developer will work together to define an optimum location for the park land dedication. If an optimum location cannot be determined, then the city shall accept the cash in lieu of land option as outlined in section 21-130.
- (f) In the case of a multi-phase development, if the developer dedicates all of the park land required by this article in the first or early phase(s) of the development, no additional park land dedication will be required in later phases unless additional lots that are not shown in the original master preliminary plat are included in the later phases of the development.

- (g) Unless approved in writing by the city, no construction materials shall be disposed of or deposited within the dedicated park land by the developer or its contractors, subcontractors, employees, or agents, at any time while the subdivision is being built. If materials are deposited or disposed of within the park, the developer shall remove such materials within seventy-two (72) hours of written notice by the city. If the developer fails to remove the materials after notice, the city may do so at the developer's expense. The cost of removal shall be added to the subsequent request for a building permit.

...

Section 2. That except as amended herein all other provisions of Chapter 21 of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

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

Section 4. Incorporation into Code of Ordinances. The provisions of this Ordinance shall be included and incorporated in the Code of Ordinances, City of Alvin, Texas, as an addition, amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

Section 5. Effective Date. This Ordinance shall take effect immediately from and after its passage in accordance with the provisions of Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

Section 6. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and the public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*. Notice was also provided as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

PASSED and APPROVED on the 5th day of September 2024.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

ORDINANCE NO. 24-Y

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 21, SUBDIVISIONS AND PROPERTY DEVELOPMENT OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING ARTICLE VII. PARK LAND DEDICATION AND DEVELOPMENT FEE; PROVIDING FOR SEVERABILITY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City Council of the City of Alvin is continually reviewing the provisions of the City Code of Ordinances to ensure that they meet the current needs of the City and that the procedures herein reflect standard practice; and

WHEREAS, the City Council of the City of Alvin desires to promote the health, safety, and general welfare of its citizens;

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

Section 1. That Chapter 21, Subdivisions and Property Development, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

CHAPTER 21, SUBDIVISIONS AND PROPERTY DEVELOPMENT

ARTICLE I. IN GENERAL

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Secs. 21-111—21-125. - Reserved.

ARTICLE VII. PARK LAND DEDICATION AND DEVELOPMENT FEE

Sec. 21-126. Short title.

This article shall be known and cited as the “Park Land Dedication and Development Fee Article.”

Sec. 21-127. Purpose and applicability.

- (a) This article is adopted to provide and ensure adequate recreational areas and amenities in the form of neighborhood parks for subdivision developments subject to this chapter and to make the park land dedication and park development fee requirements an integral part of the review and approval of residential developments, whether the developments consist of new construction on previously vacant land or rebuilding and redeveloping existing residential areas.

- (b) New developments or redevelopments that involve only the replacement or reconstruction of pre-existing dwelling units shall be exempt from the provisions of this article, provided that the developments do not increase the density of the pre-existing dwelling units or involve a replat of the property.
- (c) Neighborhood parks are those parks that provide a variety of outdoor recreational facilities and within convenient distances from a majority of the residences to be served by such parks.
- (d) The city currently has a park system; however, new residential growth adds demands for more public park space and amenities. The cost of the additional demands should be supplemented by the residential property owners who shall be the beneficiaries of such parks.
- (e) The provisions of this article shall apply to the corporate limits of the city.
- (f) The provisions of this article shall not apply to properties that are included in a valid preliminary or final plat application that was submitted before the effective date of this article.

Sec. 21-128. Park land dedication.

- (a) When developing residential properties, the owner or developer shall be responsible for a fee simple dedication of park land at a ratio of one-one hundredth (1/100) of an acre or four hundred thirty-five and six-tenths (435.6) square feet of land for each proposed dwelling unit. A "dwelling unit" shall mean each individual residence, including each individual residential unit in a multi-family residential structure or manufactured home park, designed or intended for habitation by a single family. Hereinafter, all references to "the developer" shall mean both the owner and the developer jointly and severally, where the owner and developer are not the same party.
- (b) Plat submitted to the city for approval shall show the area required to be dedicated under this section.
- (c) Each corner of the park land dedication shall have an iron rod or pin set, in accordance with other lot corners in the subdivision.
- (d) The City Council and the city parks and recreation board generally consider that development of neighborhood parks ~~less than two (2) acres may be inefficient for public maintenance. Therefore, if fewer than two (2) acres are proposed as park land dedication, shall be owned and maintained by the homeowner association or related entity as set forth for the development. Furthermore, parks shall possess the following qualities: they must be accessible and allow for people to engage in activities, they must be comfortable space(s), and have a good image and be a place where people meet each other and where residents take people to when they come to visit. Failure to provide the mechanism for perpetual maintenance or to include all these qualities in the park(s) shall result in~~ the city ~~shall~~ haveing the option to require the developer to pay the applicable cash in lieu of land amount as provided in section 21-130.
- (e) The city, prior to plat submittal, will define the optimum location of the required park land dedication based upon the proposed park being located adjacent to current or future park land. If there is not an opportunity for the proposed park land dedication to be adjacent to current or future park land, then the city and developer will work together to define an optimum location for the park land dedication. If an optimum location cannot be determined, then the city shall accept the cash in lieu of land option as outlined in section 21-130.
- (f) In the case of a multi-phase development, if the developer dedicates all of the park land required by this article in the first or early phase(s) of the development, no additional park land dedication will be required in later phases unless additional lots that are not shown in the original master preliminary plat are included in the later phases of the development.

- (g) Unless approved in writing by the city, no construction materials shall be disposed of or deposited within the dedicated park land by the developer or its contractors, subcontractors, employees, or agents, at any time while the subdivision is being built. If materials are deposited or disposed of within the park, the developer shall remove such materials within seventy-two (72) hours of written notice by the city. If the developer fails to remove the materials after notice, the city may do so at the developer's expense. The cost of removal shall be added to the subsequent request for a building permit.

...

Section 2. That except as amended herein all other provisions of Chapter 21 of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

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

Section 4. Incorporation into Code of Ordinances. The provisions of this Ordinance shall be included and incorporated in the Code of Ordinances, City of Alvin, Texas, as an addition, amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

Section 5. Effective Date. This Ordinance shall take effect immediately from and after its passage in accordance with the provisions of Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

Section 6. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and the public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*. Notice was also provided as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

PASSED and APPROVED on the 5th day of September 2024.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 9/5/2024

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider Ordinance 24-BB, amending Chapter 24 ½, Manufactured Homes and Manufactured Home Parks, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article III. Manufactured Homes Located Outside of Manufactured Home Parks, and Article IV. Manufactured Home Parks; providing for penalties; providing for publication; providing for severability; and setting forth other provisions related thereto.

Type of Item: Action Item

Summary: Ordinance 24-BB is amending Chapter 24 ½, Manufactured Homes and Manufactured Home Parks, Articles III and IV, of the City of Alvin Code of Ordinances. The proposed changes will allow for the use of metal skirting for manufactured homes within the City. The proposed changes were presented to the City Planning Commission at their meeting on June 18, 2024, and the amended ordinance was unanimously approved by the City Planning Commission at their meeting on August 20, 2024.

Staff recommends approval of Ordinance 24-BB.

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: 8/28/2024 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Ord 24-BB; Chapter 24.5; Manufactured Home Parks; Final
2. Ord 24-BB; Chapter 24.5; Manufactured Home Parks; Redlined

Recommendation: Move to approve Ordinance 24-BB, amending Chapter 24 ½, Manufactured Homes and Manufactured Home Parks, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article III. Manufactured Homes Located Outside of Manufactured Home Parks, and Article IV. Manufactured Home Parks; providing for penalties; providing for publication providing for severability; 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- BB

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 24 ½, MANUFACTURED HOMES AND MANUFACTURED HOME PARKS, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING ARTICLE III. MANUFACTURED HOMES LOCATED OUTSIDE OF MANUFACTURED HOME PARKS, AND ARTICLE IV. MANUFACTURED HOME PARKS; PROVIDING FOR PENALTIES; PROVIDING FOR PUBLICATION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City Council of the City of Alvin is continually reviewing the provisions of the City Code of Ordinances to ensure that it meets the current needs of the City and that the procedures herein reflect standard practice; and

WHEREAS, the City Council of the City of Alvin desires to promote the health, safety, and general welfare of its citizens;

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

Section 1. That Chapter 24 ½, Manufactured Homes and Manufactured Home Parks, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

CHAPTER 24 ½, MANUFACTURED HOMES AND MANUFACTURED HOME PARKS

...

ARTICLE III. MANUFACTURED HOMES LOCATED OUTSIDE OF MANUFACTURED HOME PARKS

...

Sec. 24½-23. Replacement requirements and standards.

- (a) *Replacement permit.* It is unlawful for any person to replace a manufactured home or to use or occupy a replacement manufactured home or use or furnish any utility service to a replacement manufactured home unless and until the city issues a replacement permit. The city inspection fee for a replacement permit is specified in chapter 28. Payment of the fee is due before issuance of the replacement permit and may be made at the office of the Building Official.

- (b) *Electrical disconnection.* When electrical service is disconnected, it is the duty of the power company to disconnect, lock, seal, and prevent any unauthorized connection or reconnection. It is the mover's responsibility to ensure that the electric power has been properly disconnected. A unit which has had a utility service disconnected may be reconnected provided that a permit has been previously issued and a permit has been obtained for reconnection of any electrical utilities.
- (c) *Sewer disconnection.* As described in section 24½-16, it is the owner's responsibility to ensure that the city sewer lines are capped and sealed from rainwater intrusion upon disconnection.
- (d) *Replacement standards.*
- (1) Newly replaced manufactured homes must be of an exterior design that is compatible with other dwellings within a fifteen hundred (1,500) feet radius, measured from the corner of the lot or tract. A manufactured home is compatible if the roof and exterior siding materials are similar in appearance to that used on a majority of the adjacent dwellings.
 - (2) A replacement manufactured home must be placed in a location on the lot that meets the following minimum setback distances:
 - a. Public street R.O.W.—Twenty-five (25) feet.
 - b. Private street—Fifteen (15) feet.
 - c. Property line—Five (5) feet.
 - d. Other structure(s)—Ten (10) feet.
- (e) *Tie-downs and placement standards.* The replacement manufactured home must be installed on an adequate foundation and tied down to secure against uplift, sliding, rotation and overturning in compliance with the regulations of the state department of housing and community affairs.
- (f) *Skirting.* It shall be unlawful for a person to own, occupy or maintain a manufactured home within the city unless the manufactured home is equipped with permanently affixed skirting that effectively hides the underside of the manufactured home from view. In the case of a newly replaced manufactured home the owner and occupant shall have thirty (30) days from the date of initial occupancy to install the required skirting. The owners and occupants of manufactured homes lawfully in place on the effective date of this chapter shall have ninety (90) days following notice to the owner to install the required skirting.
- (1) All skirting shall be constructed of rock, brick, plastic, vinyl, metal or concrete masonry materials, and shall be installed so there is no visible gap between the finished floor of the manufactured home and the ground. Wood, cloth of any type, and shrubbery are not acceptable material for skirting.
- Existing manufactured homes with existing wood skirting that is in good condition may be permitted until replacement is needed.
- (2) The skirting used on a particular manufactured home shall be consistent in material, orientation and color, shall be of such design as to not permit the passage of a sphere six (6) inches or greater in diameter and shall present a continuous and complete surface.
- (g) *Applications for replacement permits.*

- (1) No replacement permit shall be issued for any manufactured home that is to be connected to public water or sewer services until the availability of those utilities is established.
- (2) No manufactured home may be placed upon a site until and unless a replacement permit has been issued. Application for a permit must be made a minimum of five (5) business days prior to the anticipated date of replacement.
- (3) Submittal requirements. All applications must be on the form provided by the city and contain the following:
 - a. The name and address of the person having title to the manufactured home;
 - b. A description of the manufactured home including exterior dimensions when fully assembled, total square footage, name of the manufacturer, date of manufacture, and the serial or identification number;
 - c. The proposed location for placement of the manufactured home by a plat or metes and bounds legal description and a plot plan, diagram, or other means adequate to advise the Building Official of the exact location contemplated and its compliance with section 24½-16;
 - d. Any additional information the Building Official requires to aid in the enforcement of this chapter or other laws applicable to the manufactured home.
- (h) *Authorized signature.* The application shall be signed by the owner of the manufactured home and the owner of the land on which the manufactured home is proposed to be replaced.
- (i) *Finalization of replacement permit and issuance of a certificate of occupancy.* Upon meeting the following criteria, the Building Official shall issue a certificate of occupancy for a replacement manufactured home:
 - (1) The applicant has obtained all applicable permits and inspections; and
 - (2) The Building Official has inspected the replacement of the manufactured home and found that the manufactured home and its placement meet all applicable requirements of this chapter and other applicable city ordinances, as well as all state laws which may be enforced by the city.

Secs. 24½-24—24½-30. Reserved.

ARTICLE IV. MANUFACTURED HOME PARKS

...

Sec. 24½-35. Placement standards.

- (a) *Tie-downs and placement standards.* Each manufactured home space shall be provided with an adequate foundation for placement and tie-down of manufactured homes to secure them against uplift, sliding, rotation, and overturning, in compliance with the regulations of the state department of housing and community affairs.
- (b) *Skirting.* Within thirty (30) days of placement, all units shall have permanently affixed skirting around the lower outer perimeters and attached structures or additions.

- (1) All skirting shall be constructed of rock, brick, plastic, vinyl, metal, or concrete masonry materials and shall be installed so that there is no visible gap between the finished floor of the manufactured home and the ground. Wood, cloth of any type and shrubbery are not acceptable materials for skirting.
- (2) Existing manufactured homes with existing wood skirting that is in good condition may be permitted until replacement is needed.
- (3) The skirting used on a particular manufactured home shall be consistent in material, orientation and color, shall be of such design as to not permit the passage of a sphere six (6) inches or greater in diameter, and shall present a continuous and complete surface.

...

Section 2. That except as amended herein all other provisions of Chapter 24 ½ of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

Section 3. Penalties. Any person, firm, entity or corporation violating any provision of this Ordinance, as it exists or may be amended, shall be guilty of a misdemeanor, and on conviction, shall be fined in an amount not to exceed \$500. Each continuing day's violation shall constitute a separate offence. The City of Alvin retains all legal rights and remedies available to it pursuant to local, state and federal law.

Section 4. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Incorporation into Code of Ordinances. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances, City of Alvin, Texas, as an addition, amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

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

Section 7. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and the public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*. Notice was also provided as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

Section 8. Publication. The City Secretary of the City of Alvin is hereby directed to publish this Ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by the City of Alvin Charter.

PASSED and APPROVED on the 5th day of September 2024.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

ORDINANCE NO. 24- BB

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 24 ½, MANUFACTURED HOMES AND MANUFACTURED HOME PARKS, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING ARTICLE III. MANUFACTURED HOMES LOCATED OUTSIDE OF MANUFACTURED HOME PARKS, AND ARTICLE IV. MANUFACTURED HOME PARKS; PROVIDING FOR PENALTIES; PROVIDING FOR PUBLICATION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City Council of the City of Alvin is continually reviewing the provisions of the City Code of Ordinances to ensure that it meets the current needs of the City and that the procedures herein reflect standard practice; and

WHEREAS, the City Council of the City of Alvin desires to promote the health, safety, and general welfare of its citizens;

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

Section 1. That Chapter 24 ½, Manufactured Homes and Manufactured Home Parks, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

**CHAPTER 24 ½,
MANUFACTURED HOMES AND MANUFACTURED HOME PARKS**

...

**ARTICLE III. MANUFACTURED HOMES LOCATED OUTSIDE OF
MANUFACTURED HOME PARKS**

...

Sec. 24½-23. Replacement requirements and standards.

- (a) *Replacement permit.* It is unlawful for any person to replace a manufactured home or to use or occupy a replacement manufactured home or use or furnish any utility service to a replacement manufactured home unless and until the city issues a replacement permit. The city inspection fee for a replacement permit is specified in chapter 28. Payment of the fee is due before issuance of the replacement permit and may be made at the office of the Building Official.

- (b) *Electrical disconnection.* When electrical service is disconnected, it is the duty of the power company to disconnect, lock, seal, and prevent any unauthorized connection or reconnection. It is the mover's responsibility to ensure that the electric power has been properly disconnected. A unit which has had a utility service disconnected may be reconnected provided that a permit has been previously issued and a permit has been obtained for reconnection of any electrical utilities.
- (c) *Sewer disconnection.* As described in section 24½-16, it is the owner's responsibility to ensure that the city sewer lines are capped and sealed from rainwater intrusion upon disconnection.
- (d) *Replacement standards.*
 - (1) Newly replaced manufactured homes must be of an exterior design that is compatible with other dwellings within a fifteen hundred (1,500) feet radius, measured from the corner of the lot or tract. A manufactured home is compatible if the roof and exterior siding materials are similar in appearance to that used on a majority of the adjacent dwellings.
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 - d. Other structure(s)—Ten (10) feet.
- (e) *Tie-downs and placement standards.* The replacement manufactured home must be installed on an adequate foundation and tied down to secure against uplift, sliding, rotation and overturning in compliance with the regulations of the state department of housing and community affairs.
- (f) *Skirting.* It shall be unlawful for a person to own, occupy or maintain a manufactured home within the city unless the manufactured home is equipped with permanently affixed skirting that effectively hides the underside of the manufactured home from view. In the case of a newly replaced manufactured home the owner and occupant shall have thirty (30) days from the date of initial occupancy to install the required skirting. The owners and occupants of manufactured homes lawfully in place on the effective date of this chapter shall have ninety (90) days following notice to the owner to install the required skirting.
 - (1) All skirting shall be constructed of rock, brick, plastic, vinyl, metal or concrete masonry materials, and shall be installed so there is no visible gap between the finished floor of the manufactured home and the ground. ~~Metal, w~~Wood, cloth of any type, and shrubbery are not acceptable material for skirting.
 - Existing manufactured homes with existing wood ~~or-metal~~ skirting that is in good condition may be permitted until replacement is needed.
 - (2) The skirting used on a particular manufactured home shall be consistent in material, orientation and color, shall be of such design as to not permit the passage of a sphere six (6) inches or greater in diameter and shall present a continuous and complete surface.
- (g) *Applications for replacement permits.*

- (1) No replacement permit shall be issued for any manufactured home that is to be connected to public water or sewer services until the availability of those utilities is established.
- (2) No manufactured home may be placed upon a site until and unless a replacement permit has been issued. Application for a permit must be made a minimum of five (5) business days prior to the anticipated date of replacement.
- (3) Submittal requirements. All applications must be on the form provided by the city and contain the following:
 - a. The name and address of the person having title to the manufactured home;
 - b. A description of the manufactured home including exterior dimensions when fully assembled, total square footage, name of the manufacturer, date of manufacture, and the serial or identification number;
 - c. The proposed location for placement of the manufactured home by a plat or metes and bounds legal description and a plot plan, diagram, or other means adequate to advise the Building Official of the exact location contemplated and its compliance with section 24½-16;
 - d. Any additional information the Building Official requires to aid in the enforcement of this chapter or other laws applicable to the manufactured home.
- (h) *Authorized signature.* The application shall be signed by the owner of the manufactured home and the owner of the land on which the manufactured home is proposed to be replaced.
- (i) *Finalization of replacement permit and issuance of a certificate of occupancy.* Upon meeting the following criteria, the Building Official shall issue a certificate of occupancy for a replacement manufactured home:
 - (1) The applicant has obtained all applicable permits and inspections; and
 - (2) The Building Official has inspected the replacement of the manufactured home and found that the manufactured home and its placement meet all applicable requirements of this chapter and other applicable city ordinances, as well as all state laws which may be enforced by the city.

Secs. 24½-24—24½-30. Reserved.

ARTICLE IV. MANUFACTURED HOME PARKS

...

Sec. 24½-35. Placement standards.

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- (3) The skirting used on a particular manufactured home shall be consistent in material, orientation and color, shall be of such design as to not permit the passage of a sphere six (6) inches or greater in diameter, and shall present a continuous and complete surface.

...

Section 2. That except as amended herein all other provisions of Chapter 24 ½ of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

Section 3. Penalties. Any person, firm, entity or corporation violating any provision of this Ordinance, as it exists or may be amended, shall be guilty of a misdemeanor, and on conviction, shall be fined in an amount not to exceed \$500. Each continuing day's violation shall constitute a separate offense. The City of Alvin retains all legal rights and remedies available to it pursuant to local, state and federal law.

Section 4. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Incorporation into Code of Ordinances. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances, City of Alvin, Texas, as an addition, amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

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

Section 7. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and the public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*. Notice was also provided as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

Section 8. Publication. The City Secretary of the City of Alvin is hereby directed to publish this Ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by the City of Alvin Charter.

PASSED and APPROVED on the 5th day of September 2024.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 9/5/2024

Department: Economic Development

Contact: Paul Chavez, Economic Development Director

Agenda Item: Consider Resolution 24-R-26, creating the Economic Development Advisory Committee for the City of Alvin and amending the City of Alvin Board and Commission Handbook; and setting forth other matters related thereto.

Type of Item: Resolution

Summary: Attached are committee guidelines and a resolution in support of the creation of an Economic Development Advisory Committee (EDAC). The EDAC will make recommendations to the Economic Development Director and City Council on matters related to economic development which include but are not limited to economic development incentives, current business climate, business attraction and retention, marketing opportunities, and other issues that promote Alvin's economic development.

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: 8/26/2024 SLH

Finance Review Required: N/A ☐ Required ☐

Date Completed:

Supporting documents attached:

1. Res 24-R-26; Creation Economic Development Advisory Committee
 2. Board Commission Handbook_revision 090524_update
 3. Alvin EDAC
-

Recommendation: Move to approve Resolution 24-R-26, creating the Economic Development Advisory Committee for the City of Alvin and amending the City of Alvin Board and Commission Handbook; and setting forth other matters related thereto.

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: X

RESOLUTION 24-R-26

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, CREATING THE ECONOMIC DEVELOPMENT ADVISORY COMMITTEE FOR THE CITY; AND SETTING FORTH OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Alvin recognizes the importance of economic growth and development to enhance the quality of life for its residents; and

WHEREAS, the City desires to establish a mechanism for input and collaboration with the business community and other stakeholders on economic development initiatives within the City; and

WHEREAS, in accordance with the City Council of the City of Alvin's 2024 Strategic Plan Goal #3, Economic Development, the City Council desires to continue to enhance and expand business recruitment and retention programs within the City; and

WHEREAS, an Economic Development Advisory Committee will provide valuable expertise and recommendations to the City Council on matters related to economic development;

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

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

Section 2. Establishment of the Committee. The City Council finds that establishing and creating an Economic Development Advisory Committee (the "Committee") to advise City Council on matters related to economic development within the City is in the best interest of the City. Therefore, the Committee is hereby created, and the appointment and general provisions thereof shall be in accordance with the City of Alvin's Board Commission Handbook, and as stipulated in Appendix A of the Handbook.

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

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

PASSED AND APPROVED this the 5th day of September 2024.

THE CITY OF ALVIN, TEXAS

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary



BOARD & COMMISSION HANDBOOK

Process for Appointment to a City Board or Commission



The City Council is responsible for making appointments to a City Board or Commission. To promote a process that is efficient, transparent, and that allows input from the entire City Council, the following process shall be used to make appointments to a City Board or Commission, Committee:

1. The City of Alvin City Council makes most appointments to Alvin's boards and commissions with the exception of the members to the Civil Service Commission, which are appointed by the City Manager and confirmed by the City Council.
2. The City Council seeks out the best-qualified citizens to serve on its boards and commissions. The qualifications required to serve on a particular board or commission are determined by the City of Alvin Charter or by an Ordinance establishing the Board or Commission. For specific eligibility and qualifications, please refer to **Appendix A**.
3. No person can be appointed to a city created Board, Commission, Committee, unless that person has completed and submitted an **"Application to Serve on a Board or Commission"** (**Appendix B**) or an **"Application to Re-serve on a Board or Commission"** (**Appendix B**) to the City Secretary before the meeting at which appointments are to be made by the City Council. Applications should be received prior to the workshop when interviews are conducted.
4. Applications will be turned in to the City Secretary's Office.
5. After receipt of an application, the City Secretary will verify that each applicant meets the qualifications for serving on the desired board or commission.
6. The City Council will hold a workshop on an evening separate from regularly scheduled city council meetings to conduct board and commission applicant interviews.
7. Candidates applying to serve on a board or commission are asked to attend a brief interview before the City Council during a workshop session to be scheduled and posted according to the Open Meetings Act. Candidates will be notified of their scheduled interview time by the City Secretary's Office via email. Candidates who are not able to attend the scheduled interview should contact the City Secretary to make other arrangements.
8. The City Secretary will compile a spreadsheet of all information provided by the applicants in advance of the workshop for members of city council/staff. The City Secretary will also provide City Council with a list of all current board and commission vacancies to be filled.
9. Annual board and commission appointments will be made during the first regular City Council meeting in December, unless otherwise scheduled. All candidates who have applied to serve

or re-serve on a board or commission are asked to attend this meeting. Candidates who are unable to attend should inform the City Secretary before said meeting.

10. It is preferred that appointees serve on only one board or commission at a time.
11. Appointments to the TIRZ Boards will follow the process as outlined in the Bylaws governing said organization.
12. Existing board or commission members whose term has expired and who wish to continue service on the same board or commission shall submit an **“Application to Re-serve on a Board or Commission”** indicating they are interested and willing to continue serving in their current appointment.
13. Vacancies shall be filled in accordance with the appointment procedures for new members. Interviewees who did not get appointed to a board or commission in December will be considered for an appointment should a vacancy occur.
14. Applications will remain on file in the City Secretary’s Office for one (1) year and will be resubmitted to the City Council any time there is a vacancy on board or commission.
15. Board and commission members shall not serve more than three (3) consecutive terms on an individual board or commission without sitting out a full term, after which they can again apply and be considered for appointment to said board or commission.
16. The City Secretary’s office shall be responsible for notifying appointees of their appointment to a board or commission in writing soon after the appointment is made. This written notice shall also include board or commission responsibilities, days, times, frequency, and locations of meetings, required training, and time and place at which the Oath of Office will be administered. The City Secretary’s office shall also notify the chair and staff liaison, if applicable, of the said appointment(s).
17. All board and commission members appointed shall take the State required Open Meetings Act and Public Information Act training within 90 days of appointment.

Meetings



What is a Quorum? A quorum is the minimum number of members needed to officially conduct business. A quorum is a majority of the members of a board or commission. Approval of an action listed on an agenda requires a majority vote of persons legally entitled to vote, excluding abstentions, at a meeting at which a quorum is present.

Board Officers. In January of each year, or the next meeting after which annual board and commission appointments are made by council, boards and commissions shall elect officers for the following positions: Chair, Vice Chair, and Secretary.

Role of the Chair. The function of the Chair is to provide leadership to the group. The Chair is selected by other board members by nominations from the floor of fellow board members. The

Chair must perform these duties and responsibilities: (1) ensure that the meeting is conducted in accordance with established rules; and (2) maintain order and bring the group to a conclusion on the matters before it. The Chair must make certain that discussions do not get sidetracked on minor issues and must have the ability to remain focused on the agenda.

Role of Vice-Chair and Other Officers. The Vice-Chair will serve as Chair in the absence of the Chair. Other officers and duties shall be determined by the respective resolution, ordinance or statute that created the board, commission, or committee.

Agenda. All board or commission agendas must be prepared and properly posted at least 72 hours in advance of a meeting in compliance with the Texas Open Meetings Act. The agenda should be prepared by the Chair and the department director or staff person assigned to the board or commission. Any two board members may submit items to the chair and staff liaison for consideration on an agenda. Items listed on the agenda shall be specifically worded for each item to be discussed/considered and/or voted upon. Generally, the order of the agenda shall be as listed below.

1. Call to Order
2. Roll Call
3. Petitions and Requests from the public.
4. Approval of Minutes
5. Individual Agenda items to be discussed and/or considered should be listed out separately on the agenda.
6. Items of Community Interest
7. Adjournment

Meeting Attendance. Every board or commission member is expected to maintain a suitable attendance record. It is important to keep in mind that attendance is very important to the board or commission. Because attendance is important, the City Council has adopted an attendance policy of no more than three (3) consecutive absences without an excuse for regular board or commission members. If a member does not follow the attendance policy set for the board, or commission, the member can be removed from service by a majority vote of the City Council.

Working with City Staff. Each board or commission member is encouraged to work closely with City staff assigned to that board or commission. City staff members are assigned to provide general assistance, such as preparation of agenda materials and general review of department programs and activities, and to perform limited studies and other services. If any person serving on a board or commission has a complaint regarding a city employee, the member should address it with the Mayor and the City Manager.

Tie Votes. Matters voted on by boards, commissions which end in a tie-vote, regardless of the cause, shall be considered a denial.

Code of Conduct for Elected & Appointed Officials

Adopted by Resolution 16-R-28 (12/1/16)



- 1. Act in the Public Interest.** Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of Alvin and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Alvin City Council, boards and commissions.
- 2. Comply with the Law.** Members shall comply with the laws of the nation, the State of Texas and the City of Alvin in the performance of their public duties. These laws include, but are not limited to: the United States and Texas constitutions; the Alvin City Charter; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, open processes of government, and City ordinances and policies.
- 3. Conduct of Members.** The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, boards and commissions, the staff or public. Members should dedicate themselves to the highest ideals of honor and integrity in all public and personal relationships.
- 4. Respect for Process.** Members shall perform their duties in accordance with the processes and rules of order established by the City Council and boards and commissions governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City staff, even when the member has voted in the minority.
- 5. Conduct of Public Meetings.** Members shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings.
- 6. Conduct Business in Open.** Members shall conduct business in open and publicized meetings in order to be transparent to the citizens of Alvin. It is recognized that certain exceptions are made by the State for closed sessions and any action as a result of that type of meeting will be addressed in the open session as noted on the agenda. Communications made during a public meeting or closed session are subject to the Texas Public Information Act. Members will not use "electronic communication devices" to communicate either internally or externally during meetings.
- 7. Decisions Based on Merit.** Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.
- 8. Communication.** Members shall publicly share substantive information that is relevant to a matter under consideration by the Council or boards and commissions, which they may have received from sources outside of the public decision-making process. Members will not

withhold information that is pertinent to the decision-making process.

- 9. Use of Electronic Devices.** Members will not use electronic devices other than what is necessary for conducting business during a meeting. Members will not text, email, make phone calls, use social media, or play games during the course of a meeting. Members shall not communicate or participate in a discussion with a quorum of the city council relative to city business via electronic mail, text or other social media tool. Use of personal emails, cell phones or computers may subject members to Public Information Act disclosure requirements.
- 10. Smoking or Use of Tobacco Products.** Members will not smoke or use tobacco products, electronic cigarettes and/or smokeless tobacco during the course of a meeting.
- 11. Use of Alcohol.** Members shall not be impaired due to the use of alcohol prior to or while conducting city business in a meeting.
- 12. Conflict of Interest.** In order to assure their independence and impartiality on behalf of the common good, members shall not use their official positions to influence government decisions in which they have a material financial interest or where they have an organizational responsibility or personal relationship which may give the appearance of a conflict of interest. In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts, and they shall abstain from participating in deliberations and decision-making where conflicts may exist, because these areas WILL exist. When these issues arise, it is simply imperative that we mitigate those issues appropriately.
- 13. Gifts and Favors.** Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that are not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.
- 14. Confidential Information.** Members shall respect the confidentiality of information concerning the property, personnel, or affairs of the City. They shall neither disclose confidential information without proper legal authorization nor use such information to advance their personal, financial, or other private interests. A member shall not intentionally or knowingly disclose any confidential information gained by reason of said official position concerning the property, operations, policies or affairs of the city.
- 15. Use of Public Resources.** Members shall not use public resources not available to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.
- 16. Representation of Private Interests.** In keeping with their role as stewards of the public interest, members of Council shall not appear or speak specifically on behalf of the private interests, including both private and nonprofit entities, of third parties before the Council or any board, commission or proceeding of the City in, nor shall members of boards or commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

- 17. Advocacy.** Members shall represent the official policies or positions of the City Council, board or commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state that they do not represent their body or the City of Alvin, nor will they allow the inference that they do.
- 18. Policy Role of Members.** Members shall respect and adhere to the council-manager structure of Alvin city government as outlined by the Alvin City Charter. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards and commissions, and City staff. Except as provided by the City Charter, members therefore shall not interfere with the administrative functions of the City or the professional duties of City staff; nor shall they impair the ability of staff to implement Council policy decisions.
- 19. Independence of Boards and Commissions.** Because of the value of the independent advice of boards and commissions to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of board and commission proceedings.
- 20. Positive Workplace Environment.** Members shall support the maintenance of a positive and constructive workplace environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction or comments to staff.
- 21. Political Endorsements.** When endorsing a candidate for any elected office publicly, members will not use their title as a councilman, board or commission member nor use a city meeting forum to endorse a candidate. Council is prohibited from endorsing any candidate for city elections as it is deemed inappropriate.
- 22. Implementation.** As an expression of the standards of conduct for members expected by the City, the Alvin Code of Conduct is intended to be self-enforcing. It therefore is most effective when members are thoroughly familiar with it and embrace its provisions. For this reason, code of conduct standards shall be included in the regular orientations for candidates for City Council, applicants to board and commissions, and newly elected and appointed officials. Members entering office shall sign a statement affirming they read and understood the City of Alvin Code of Conduct. The City Council shall consider recommendations from boards and commissions and Council Members and update it as necessary.
- 23. Compliance and Enforcement.** The Alvin Code of Conduct expresses standards of ethical conduct expected for members of the Alvin City Council, boards and commissions. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government.

The chairs of boards and commissions and the mayor have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Conduct are brought to their attention. The second in line, when the mayor's or chair's actions come into question, would assume the duty of intervening. The City Council may impose sanctions on members whose conduct does not comply with the City's Code of Conduct, such as reprimand, formal censure, loss of seniority or committee assignment.

APPENDIX A

<i>PLANNING COMMISSION</i>	
PURPOSE	Advise Council regarding the master plan for the physical development for the city.
NUMBER OF MEMBERS	No less than 5, no more than 11 (Council Preference = 7)
MEMBER ELIGIBILITY REQUIREMENTS	Resident of the city.
TERM	3-year term
MEETING TIME	3 rd Tuesday of each month at 6:00 p.m.
DUTIES	Review and approve plans, plats, replats, and subdivisions. Annually submit recommended Capital Improvements for budget consideration.
OTHER INFORMATION	See City of Alvin Charter, Article VIII, Section 1-7
<i>Created by City Charter</i>	

<i>PARKS AND RECREATION BOARD</i>	
PURPOSE	Advise Council concerning the acquisition, development, improvement, equipment and maintenance of all parks and public playgrounds, and recreational facilities owned or controlled by the city within and without the corporate limits
NUMBER OF MEMBERS	No less than 7, no more than 9 (Council preference = 7)
MEMBER ELIGIBILITY REQUIREMENTS	Members shall be qualified voters of the city and who have resided within the city for a period of not less than six (6) months immediately preceding their appointment
TERM	2-year term.
MEETING TIME	1 st Tuesday of each month at 6:30 p.m.
DUTIES	Work in an advisory capacity to the city council concerning the acquisition, development, improvement, equipment and maintenance of all parks and public playgrounds, and recreational facilities owned or controlled by the city within and without the corporate limits
OTHER INFORMATION	See City of Alvin Charter, Article IX. Parks and Recreation, Section 1-6
<i>Created by City Charter</i>	

CHARTER REVIEW COMMISSION

PURPOSE	Commission shall submit its report to the City Council within six (6) months of the date of its appointment, recommending amendments to the City of Alvin Charter.
NUMBER OF MEMBERS	7 members
MEMBER ELIGIBILITY REQUIREMENTS	Resident of the city.
TERM	Council shall appoint a Charter Review Commission every four (4) years, but not earlier than two (2) years.
MEETING TIME	As determined by each Charter Commission once they are appointed.
DUTIES	Work in an advisory capacity to the city council concerning updates, revisions, and amendments to the City Charter document.
OTHER INFORMATION	See City of Alvin Charter, Article XI, Section 16
<i>Created by Charter</i>	

SENIOR CITIZENS BOARD

PURPOSE	To promote year-round recreational and educational activities and facilities for adults fifty (50) years or more of age, and their spouses (regardless of age), living in the Alvin area; To encourage personal independence and community involvement of senior citizens; To enhance the quality of life for senior residents.
NUMBER OF MEMBERS	7 members
MEMBER ELIGIBILITY REQUIREMENTS	<i>There are no minimum requirements to serve on this board.</i>
TERM	2-year terms, terms shall be staggered, and to that end the initial terms of three (3) members shall be for one year from the date of appointment and the initial terms of four (4) members shall be for two (2) years from the date of appointment.
MEETING TIME	2 nd Monday of each month at 9:00 a.m.
DUTIES	To act as a liaison between the senior citizens of the community and the city and cooperate with and coordinate activities and programs with the Senior Center Director.
OTHER INFORMATION	See City of Alvin Code of Ordinances, Chapter 2 Article I, Section 2-20.3
<i>Created by Ordinance</i>	

BUILDING BOARD OF ADJUSTMENT AND APPEALS

PURPOSE	To hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of the adopted International Residential Code.
NUMBER OF MEMBERS	5 members
MEMBER ELIGIBILITY REQUIREMENTS	<i>There are no minimum requirements to serve on this board.</i>
TERM	2-year terms
MEETING TIME	As needed
DUTIES	Work in an advisory capacity to the city council concerning recommendations for variance requests.
OTHER INFORMATION	See City of Alvin Code of Ordinances, Chapter 5, Section 5-23
<i>Created by City Ordinance; as a condition of the adopted 2018 International Residential Code; with Amendments</i>	

LIBRARY BOARD

PURPOSE	Management and direction of all matters pertaining to such library.
NUMBER OF MEMBERS	At least 5 members – no more than 7
MEMBER ELIGIBILITY REQUIREMENTS	At least five (5) members must reside within the corporate limits of the city and shall have resided within the corporate limits of the city for at least one year preceding their appointment. Two (2) members may be appointed from the Alvin area in Brazoria County, provided that such members have resided within such area for at least one year preceding their appointment.
TERM	3-year term, staggered
MEETING TIME	Quarterly, 1 st Thursday of those months
DUTIES	Work in an advisory capacity to the city council concerning the library operations, property, events and contracts and other matters related thereto.
OTHER INFORMATION	See City of Alvin Code of Ordinances, Chapter 2, Article IV, Sections 2-38 through 2-43.
<i>Created by City Ordinance</i>	

ANIMAL SHELTER ADVISORY BOARD

PURPOSE comprised	To provide guidance to the animal shelter and liaison between the community, shelter and Council. To assist in complying with requirements of Texas Health and Safety Code.
NUMBER OF MEMBERS	6 members
MEMBER ELIGIBILITY REQUIREMENTS	At least one (1) licensed veterinarian One (1) city official One (1) person whose duties include the daily operation of an animal shelter One (1) representative from an animal welfare organization Two (2) citizens who will reside within the city limits of Alvin
TERM	Each member shall serve a three (3) year term provided, however, upon initial creation of the Committee the two (2) citizens who reside within the city shall be appointed to a two (2) year term. Thereafter, each member shall serve a staggered three-year term.
MEETING TIME	Shall meet at least 3 times a year, and on an as-needed basis
DUTIES	Work in an advisory capacity to the city council concerning Animal Shelter operations.
OTHER INFORMATION	See Texas Health and Safety Code, Chapter 823, Section 823.005
<i>Created by Resolution 00-R-23, October 5, 2000.</i>	

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ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

PURPOSE	To be a mechanism for input and collaboration with the residents, business community, and other stakeholders on economic development issues within the City.
NUMBER OF MEMBERS	Seven (7) members
MEMBER ELIGIBILITY REQUIREMENTS	Members shall either be (a) an Alvin resident for no less than one (1) year, or (b) own or manage a business that has been in operation within Alvin's city limits for no less than three (3) years. Members shall possess expertise in various fields related to economic development, including but not limited to business, finance, real estate, and community development The Board shall consist of the following: • Alvin Businessperson or Resident to serve as Committee Chairperson • Alvin Businessperson or Resident to serve as Committee Vice-Chairperson • Alvin Businessperson or Resident to serve as Secretary • Alvin Businessperson or Resident to serve as Committee Member • City Council ex-officio to serve as Committee Member • Chamber of Commerce President (or designee) to serve as Committee Member • Alvin Community College Board Chair (or designee) to serve as Committee Member
TERM	Each member shall serve two (2) year terms and may serve up to three (3) terms. Board member positions 2,4, and 6 will initially serve 3-year terms. All subsequent members will serve 2-year terms.
MEETING TIME	Shall meet quarterly at City Hall, or as needed.
DUTIES	Work in an advisory capacity to the Council on economic development strategies and initiatives, identify and recommend economic development opportunities for the City, assist in the development of economic development plans and policies, facilitate communication between the City and the business community, and promote the City as a desirable location for business investment

OTHER INFORMATION	See City of Alvin Code of Ordinances Section 3 ; General Powers of the City.
Created by Resolution 24-R-26, September 5, 2024.	

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Appendix B


Application to Serve on a Board or Commission

Name: _____

Physical Address: _____

Mailing Address (if different from above): _____

Do you live within the City of Alvin Corporate City Limits Yes ____ No ____

Cell Phone #: _____ Home Phone # (if applicable): _____

E-mail Address: _____

Occupation: _____ Employer: _____

Appointed position desired (rank those that interest you 1st, 2nd, 3rd choice - Select only 3)

____ Animal Shelter Advisory Board	____ Parks Board
____ Building Board of Adjustments & Appeals	____ Planning Commission
____ Board of Ethics and Compliance	____ Senior Citizens Board
____ Cultural Diversity Awareness Commission	____ Other _____
____ Library Board	

If asked to serve on a different board than you indicated, would you be interested? Yes ____ No ____

Have you ever served on the Alvin City Council? Yes ____ No ____

Have you served on an Alvin City Board, Commission, or Committee? Yes ____ No ____

If so, list: _____

Have you attended/graduated from the Alvin Citizens Academy? Yes ____ No ____ Year ____

How long have you been a resident of Alvin? _____ Years

How long have you been a resident of Texas? _____ Years

Are you a Registered Voter? Yes ____ No ____

By applying to serve on a Board or Commission you recognize that serving on a board or commission can be time consuming. Most meetings are held monthly, and you are committed to attending all regularly scheduled meetings. ☐

Please specify any time constraints you may have _____

Optional Information:

Race/Ethnicity ☐ Asian or Pacific Islander ☐ African American ☐ American Indian ☐ Caucasian
☐ Hispanic ☐ Prefer not to Answer ☐ Not listed _____

Gender ☐ Male ☐ Female Date of Birth _____

Please check all that apply:

- ☐ You are a property owner within the City of Alvin
☐ You or a family member own a local business in the City of Alvin

Tell us a little about yourself and why you would like to serve:

What inspired you to apply to serve on a board or commission?

Please list any Civic or Community Endeavors in which you have been involved:

What will make you a good board member? Include any special knowledge, education, or experience.

Please list any other additional information you think is relevant for City Council to know about you:

I authorize the release of my personal information: Yes ____ No ____

I understand that I will be required to attend a brief interview with members of city council regarding my interest in serving on a board or commission for the City of Alvin and will be required to attend the meeting at which such appointments shall be made. The City Secretary will inform me of said dates and times.

I understand that appointments are solely at the discretion of city council and that this form is not the only basis of candidate selection. If appointed, I will accept the position and faithfully serve to the best of my ability. I understand that information provided in this document is subject to the Public Information Act and phone number and/or email address may be listed as contact information for said board/commission to which appointed.

Signed: _____ Date: _____

Please Return to the City Secretary's Office. This form will be retained for one year.
 216 W. Sealy St. Alvin, Texas 77511; Ph: 281-388-4255; CitySecretary@cityofalvin.com




Application to Re-Serve on a Board or Commission

Name: _____ Date: _____

Physical Address: _____

Cell Phone #: _____ Home Phone (if applicable): _____

Email Address: _____

Employer: _____ Occupation: _____

Reason(s) you wish to Continue Serving: _____

Currently serving on the following Board or Commission for which I am re-applying:

____ Animal Shelter Advisory Board	____ Parks Board
____ Building Board of Adjustments & Appeals	____ Planning Commission
____ Board of Ethics and Compliance	____ Senior Citizens Board
____ Cultural Diversity Awareness Commission	____ Other _____
____ Library Board	

Have you missed any Board or Commission meetings this past year? If so, how many? _____

Additional comments: _____

I authorize the release of my personal information: Yes ____ No ____

I understand that I will be required to attend a brief interview with members of city council regarding my interest in serving on a board or commission for the City of Alvin and will be required to attend the meeting at which such appointments shall be made. The City Secretary will inform me of said dates and times.

I understand that appointments are solely at the discretion of city council and that this form is not the only basis of candidate selection. If appointed, I will accept the position and faithfully serve to the best of my ability. I understand that information provided in this document is subject to the Public Information Act and phone number and/or email address may be listed as contact information for said board/commission to which appointed.

Signed: _____ Date: _____

Please Return to the City Secretary's Office. This form will be retained for one year.
 216 W. Sealy St. Alvin, Texas 77511; Ph: 281-388-4255; CitySecretary@cityofalvin.com



City of Alvin

Economic Development Advisory Committee

The Alvin Economic Development Advisory Committee (EDAC) supports, promotes, encourages, and advocates for developments that strengthen the local economy and diversify the tax base in a way that is consistent with the character of Alvin.

The EDAC will assist with providing input and expertise on ways to encourage and help businesses and individuals to invest in the City, create jobs, and increase the tax base, which ultimately leads to a better quality of life for all Alvin residents.

As residents and members of the business community, EDAC members serve as a conduit of information between the business community and the City of Alvin. The EDAC will make recommendations to the Economic Development Director on matters related to economic development which include but are not limited to economic development incentives, current business climate, business attraction and retention, marketing opportunities, and other issues that may promote economic development.

The Committee serves in an advisory capacity only and does not make decisions on behalf of the City as it relates to development projects, incentives, or administration.

Mission Statement

The Committee advises staff and the City Council on economic development strategies that promote and foster private investment and job creation to ensure a sustainable business environment for Alvin.

Committee Responsibilities

The EDAC is an advisory body to the Economic Development Director. All recommendations by the EDAC addressing work programs, policy issues, and related budget issues will be made to the Economic Development Director and City Manager. On occasion, the EDAC chairperson may be called upon to provide input at city council meetings regarding related economic development items.

Members of the EDAC have the following duties and responsibilities:

- Providing a communication link between the City and the business community
- Advising the City on implementation of the Economic Development Work Program within the City's Strategic Plan
- Advising the City from a business perspective on a range of policy issues such as capital planning, zoning, and land use policies
- Reviewing and advising economic development incentive applications received by staff for business development purposes

Time Commitment

The Economic Development Advisory Committee will meet quarterly or as needed.

Compensation

The EDAC members serve on a voluntary basis only. Reimbursement of travel expenses will need to be approved by the City Manager prior to any expenses realized.

As this is an advisory board, no funds shall be administered directly by the Committee.

Method of Appointment

Each committee member shall be appointed by the City Council for a two-year, staggered term.

Those wishing to be considered for a position on the committee must apply via the City Secretary's Office and complete an application to serve on a Board or Commission.

See: <https://www.alvin-tx.gov/165/Boards-Commissions>

To qualify for appointment to the EDAC, members shall either be (a) an Alvin resident for no less than one (1) year, or (b) own or manage a business that has been in operation within Alvin's city limits for no less than three (3) years. Although a member's business must be located in Alvin, they may personally reside in another City or city in the general area.

The Committee composition and positions are:

- | | |
|---|------------------------------|
| • Alvin Businessperson or Resident | Committee Chairperson |
| • Alvin Businessperson or Resident | Committee Vice-Chairperson |
| • Alvin Businessperson or Resident | Committee Secretary |
| • Alvin Businessperson or Resident | Committee Member |
| • City Council | Ex-officio, Committee Member |
| • Chamber of Commerce, President | Ex-officio, Committee Member |
| • Alvin Community College board / executive staff | Ex-officio, Committee Member |

Codes of conduct and expectations for board members are covered in the Alvin Board & Commission Handbook, located online at: <https://www.alvin-tx.gov/165/Boards-Commissions>

###



AGENDA COMMENTARY

Meeting Date: 9/5/2024

Department: Utility Billing

Contact: Amy Mallett, Utility Billing Manager,
Chris Thomas, Director of
Administrative Services

Agenda Item: Consider Ordinance 24-T, amending Chapter 28, Comprehensive Fee Ordinance, for the purpose of setting certain solid waste collection and disposal fees for residential, commercial, and roll-off containers; providing for a ten percent (10%) penalty for late payment; providing for an effective date of October 2024 billing cycles; providing for publication; and setting forth other provisions related thereto.

Type of Item: Ordinance

Summary: The City's ordinance requires that solid waste rates be increased, at minimum, based on the annual CPI-U index rate for the Houston-Galveston-Brazoria, Texas area. The ordinance also allows the consideration of other factors to determine if an additional increase in solid waste rates is warranted.

City Council approved a 3.257% contractual increase in costs of our solid waste provider in July 2024. As a result, staff is recommending increasing the solid waste rates by 3.257% for commercial and residential customers for FY 25 – resulting in an approximate \$0.45 monthly increase to residential solid waste bills.

The City accounts for solid waste revenues and expenses in the Sanitation Fund. Over the past few years, the City has been able to sustain a “healthy” fund balance in the Sanitation fund as a result of the CPI-U provision in the City's ordinance and other factors. Due to the contractual CPI-U increase in costs from our Sanitation Waste provider, staff is recommending that City Council consider the following solid waste rates for both residential and commercial businesses. Should the City Council elect to increase the rate by 3.257%, then both residential and commercial rates will reflect an increase that will take effect in the first billing cycles in October 2024. This increase is reflected in the FY25 Proposed Budget and staff recommends approval of Ordinance 24-T using the proposed rates:

<u>Type</u> <u>Inc%</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>Inc</u>
Residential (garbage monthly charge)	\$11.07	\$12.40	\$12.80	+\$0.40
Residential (bulky trash)	\$ 1.41	\$1.58	\$1.63	+\$0.05
Residential Total	\$12.48	\$13.98	\$14.43	\$0.45
3.257%				
Commercial	+3.257%			

Funding Expected: Revenue ☒ Expenditure ☐ N/A ☐

Budgeted Item: Yes ☒ No ☐ N/A ☐

Funding Account: 212-402090/402095 **Amount:**

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 8/19/2024 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 8/28/24

Supporting documents attached:

1. Ord 24-T; Chap 28 Solid Waste Collection and Disposal Fees
-

Recommendation: Move to approve Ordinance 24-T, amending Chapter 28, Comprehensive Fee Ordinance, for the purpose of setting certain solid waste collection and disposal fees for residential, commercial, and roll-off containers; providing for ten percent (10%) penalty for late payment; providing for an effective date of October 2024 billing cycles; providing for publication; 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 24-T

AN ORDINANCE AMENDING CHAPTER 28, COMPREHENSIVE FEE ORDINANCE, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF SETTING CERTAIN SOLID WASTE COLLECTION AND DISPOSAL FEES FOR RESIDENTIAL, COMMERCIAL AND ROLL-OFF CONTAINERS; PROVIDING FOR A TEN PERCENT (10%) PENALTY FOR LATE PAYMENT; PROVIDING FOR AN EFFECTIVE DATE OF OCTOBER 2024 BILLING CYCLES; PROVIDING FOR PUBLICATION; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

Section 1. That Section 28-2 of the Code of Ordinances, City of Alvin, Texas, is hereby amended by revising the Solid Waste Collection and Disposal fees as follows:

Sec. 28-2. In General.

...

SOLID WASTE COLLECTION AND DISPOSAL

- (1) Residential rates. The monthly charge for the collection, removal and disposal of garbage and trash on a once per week basis, bulky trash and brush (cut, bundled and tied) on a once per week basis and curbside recycling services shall be as follows:

Each single dwelling unit	\$12.80
Two-family residences, each unit.....	\$12.80
Apartment house with more than two (2) apartments, each unit.....	\$12.80
Manufactured home park, each unit	\$12.80

The charge for monthly curbside residential collection, removal and disposal of bulky trash up to six (6) yards shall be one dollar and sixty-three cents (\$1.63) per residence.

The charge for collection, removal and disposal of brush in piles (not cut, bundled or tied) from residential customers shall be the unit price of fifteen dollars and sixty-eight cents (\$15.68) per cubic yard. Collection services for such brush shall be provided only upon request.

- (2) Business or commercial rates. The monthly charge for the collection, removal and disposal of all garbage and trash from each business or commercial establishment located within the corporate limits of the city shall be based on the frequency of collection from

commercial containers furnished by the city or its designated contractor, except in those instances where commercial establishments are allowed to use plastic carts.

In cases where the city has determined that the use of plastic carts by a business or commercial establishment shall be practicable, sanitary and not detrimental to the collection of garbage and trash, then the user of such plastic carts shall pay a monthly rate for once or twice per week curbside collection.

The following schedule of monthly charges for business or commercial establishments shall apply:

90-95 gallon cart minimum per cart:	
One collection per week.....	\$ 40.41
Two collections per week	\$ 59.77
Two-cubic-yard containers per month:	
One collection per week.....	\$ 87.60
Two collections per week	\$130.04
Three collections per week	\$156.32
Four collections per week	\$195.02
Three-cubic-yard containers per month:	
One collection per week.....	\$107.48
Two collections per week	\$167.16
Three collections per week	\$229.87
Four collections per week	\$288.84
Four-cubic-yard containers per month:	
One collection per week.....	\$125.59
Two collections per week	\$195.48
Three collections per week	\$265.42
Four collections per week	\$337.19
Six-cubic-yard containers per month:	
One collection per week.....	\$157.35
Two collections per week	\$263.42
Three collections per week	\$337.81
Four collections per week	\$450.53
Five collections per week.....	\$563.07
Six collections per week	\$675.77
Eight-cubic-yard containers per month:	
One collection per week.....	\$190.15
Two collections per week	\$333.85
Three collections per week	\$457.50
Four collections per week	\$617.67
Five collections per week.....	\$766.28

Six collections per week\$922.59

Six-cubic yard compactor container per month:

One collection per week\$ 293.25
Two collections per week\$ 586.28
Three collections per week\$ 879.24
Four collections per week\$ 1172.36
Five collections per week\$1465.43
Six collections per week\$1758.53

The charge for collection and disposal of heavy trash and brush in piles (not cut, bundled and tied) from commercial customers shall be the following unit price:

Brush piles, per cubic yard \$ 12.55
Heavy trash, per cubic yard\$ 12.55

Variations on the type and number of collection services referenced herein shall have the prior written approval of the city manager or designee. Additionally, special collection services not specified or provided for in this section shall have the prior written approval of the city manager or designee. In all such cases appropriate documentation shall be provided to the city manager or designee prior to obtaining the service(s). Charges for such service(s) shall be calculated with reference to the rates set forth herein or if none of the service categories is equivalent to the requested service, the charge shall be calculated with reference to the industry standard.

- (3) Rates for the collection, hauling and/or disposal of construction debris. Lumber, shingles, concrete and other materials generated by or resulting from building or remodeling operations or resulting from a general cleanup of vacant or improved property, just prior to its occupancy, will not be removed by the city or its designated contractor as part of the garbage collection services established in this chapter. The building contractor, owner, or occupant of the premises may utilize his/her own forces and equipment to dispose of such debris. However, to the extent that it is necessary to obtain the services of a third party to assist in the hauling and/or disposal of the debris, the building contractor, owner or occupant shall obtain roll-off containers from the city's designated contractor for the following rates:

City's designated contractor will handle all aspects of customer service with roll off and compactor containers for customers within the city. Customer charges will be based on haul rate, rental fees and tonnage rate, with a three-ton minimum. The contractor will submit ten percent (10%) of total charges as monthly rebate to city.

Roll-off containers:

Haul rates	\$262.27
Delivery rates	\$131.13
Daily rental.....	\$3.93
Disposal/ton**	\$36.72

Compactors:

Haul rates	\$327.84
Disposal/ton**	\$36.72
Daily rental.....	\$6.56

**Disposal--Three-ton minimum.

- (4) Beginning with the October 2015 billing cycles, and each year thereafter, the solid waste rates shall be increased, at a minimum, based on the annual CPI-U rate using the preceding April data of that year. The Council may also use other factors to determine any additional increase. The rates, set in subsections (1), (2) and (3) above, shall be automatically adjusted with the October billing cycles of each year.

*As used herein, "CPI-U" shall mean the revised consumer price index rate for all urban consumers (all items included) for the Houston-Galveston-Brazoria, TX area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "bureau").

....

Section 2. That except as amended herein, all other provisions of Chapter 28 of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

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

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

Section 5. Effective Date. This ordinance shall take effect beginning with the October 2024 billing cycles, that being after its passage in accordance with the provisions of Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

Section 6. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and the public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*. Notice was also provided as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

PASSED on the first and final reading on the 5th day of September 2024.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 9/5/2024

Department: City Manager

Contact: Junru Roland, City Manager, Chris Thomas, Director of Administrative Services

Agenda Item: Consider Ordinance 24-Z, adopting the annual budget for the City of Alvin, Texas, for Fiscal Year 2024-25; directing the City Secretary to post a copy of the budget on the City of Alvin website; and setting forth other provisions related thereto.

Type of Item: Ordinance

Summary: On July 18, 2024, the City Manager presented the FY 2024-25 proposed budget to City Council. Subsequently, (2) budget workshops were held on August 1, 2024, and August 6, 2024, whereby City Council and staff reviewed the proposed budget. A budget hearing was held by City Council at the regularly scheduled meeting on August 15, 2024, where citizens could voice their opinion for or against the budget.

State law and the City's Charter require that the City enact an annual budget. The City Charter requires that an ordinance to establish appropriations must be approved by a favorable vote of a majority of the members of the City Council.

[Click here](#) to view the FY25 Final Budget.

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: 8/26/2024 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 8/28/2024

Supporting documents attached:

1. Ord 24-Z; Budget Adoption

Recommendation: Move to approve Ordinance 24-Z, adopting the budget for the City of Alvin, Texas, for Fiscal Year 2024-25; directing the City Secretary to post a copy of the budget on the City of Alvin website; 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 24-Z

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, ADOPTING THE BUDGET FOR THE CITY OF ALVIN, TEXAS, FOR FISCAL YEAR 2024-2025; DIRECTING THE CITY SECRETARY TO POST A COPY OF THE BUDGET ON THE CITY OF ALVIN WEBSITE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, Texas State Law and the City's Home Rule Charter require that the City enact an annual budget; and

WHEREAS, the City desires to comply with sound budgetary principles and protect the citizens of the City by maintaining a fund balance adequate to cover the needs of the City during fiscal year 2024-2025; and

WHEREAS, the budget for fiscal year 2024-2025 reflects City Council's best efforts at providing a balanced budget and maintaining the necessary fund balance to meet the City's needs;

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

Section 1. That the City Council hereby adopts the recitals and findings set forth in the preamble hereof.

Section 2. That the City Council hereby adopts the City of Alvin Annual Budget for fiscal year 2024-2025, a copy of which is attached hereto and incorporated herein by reference. Such budget is adopted by the favorable vote of a majority of the members of the City Council of the City of Alvin in a Council meeting duly assembled in accordance with Article VII of the Home-Rule Charter of the City of Alvin, Texas.

Section 3. That the City Council files the budget with the City Secretary and directs the City Secretary to post a copy of the budget on the City of Alvin website.

Section 4. 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 5th day of September 2024.

CITY OF ALVIN, TEXAS:

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 9/5/2024

Department: Finance

Contact: Chris Thomas, Director of
Administrative Services, Junru Roland,
City Manager

Agenda Item: Consider ratifying the property tax revenue reflected in the City of Alvin's Adopted Budget for Fiscal Year 2024-25 in accordance with the Texas Local Government Code.

Type of Item: Action Item

Summary: Pursuant to Section 102-007(c) of the Texas Local Government Code, the City Council must take a separate vote to ratify the increase in revenue generated by the 2024 property tax rate as reflected in the Fiscal Year 2024-25 Adopted Budget. This vote is separate and distinct from the vote adopting the budget and setting the tax rate as required by Chapter 26 of the Texas Tax Code.

Even though the property tax rate will remain the same for Tax Year 2024, the adoption of the Fiscal Year 2024-2025 budget will necessitate raising more revenue from property taxes than in the previous year by \$1,387,463 (or 9.07%); of which \$467,146 is from new property added to the tax roll in Tax Year 2024. The increase in property tax revenue is required to fund city programs and services derived from the City Council strategic planning sessions, as well as debt obligations and other operational costs outlined in the Fiscal 2024-2025 adopted budget.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒	Budgeted Item: Yes ☐ No ☐ N/A ☒
Funding Account: ☐	Amount: ☐
Legal Review Required: N/A ☐ Required ☒	1295 Form Required? Yes ☐ No ☐
Finance Review Required: N/A ☐ Required ☒	Date Completed: <u>8/26/2024 SLH</u>
	Date Completed: <u>CT 8/28/24</u>

Supporting documents attached:
None

Recommendation: Move to ratify a 9.07% increase in property tax revenue for Tax Year 2024, reflected in the Fiscal Year 2024-2025 adopted budget, as required by the Texas Local Government Code, Section 102.007.

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: 9/5/2024

Department: City Manager

Contact: Junru Roland, City Manager, Chris Thomas, Director of Administrative Services

Agenda Item: Consider Ordinance 24-AA, adopting and levying the ad valorem tax rate for Tax Year 2024, commencing October 1, 2024, and ending September 30, 2025.

Type of Item: Ordinance

Summary: A taxing unit may not impose property taxes in any year until the governing body has adopted a tax rate for that year, and the annual tax rate must be set by ordinance, resolution or order, depending on the method prescribed by law for adoption by the governing body. The vote on the ordinance, resolution, or order setting the tax rate must be separate from the vote adopting the budget.

For a taxing unit, other than a school district, the vote on the ordinance, resolution, or order setting a tax rate that exceeds the no-new-revenue tax rate must be a record vote, and at least 60 percent of the members of the governing body must vote in favor of the ordinance, resolution, or order.

According to the Texas Tax Code 26.05(b), a motion to adopt an ordinance, resolution, or order setting a tax rate that exceeds the no new revenue tax rate must be made in the following form: "I move that the property tax rate be increased by the adoption of a tax rate of (specify tax rate), which is effectively a (insert percentage by which the proposed tax rate exceeds the no-new-revenue tax rate) percent increase in the tax rate."

According to Texas Tax Code 26.05(a), each component of the tax rate (M&O and I&S) must be approved separately. The statute does not state that separate motions are needed, so clarifying verbiage is added to the ordinance to separate the two components.

For Tax Year 2024, staff is proposing that City Council adopt a tax rate of \$0.6850 per \$100 of taxable assessed value, which is **6.72%** above the 2024 No New Revenue tax rate of \$.641839.

Tax Year	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Tax Rate	\$0.8386	\$0.7980	\$0.7880	\$0.7880	\$0.7780	\$0.7680	\$0.7680	\$0.7100	\$0.6850	\$0.6850

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: 8/26/2024 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 8/28/24

Supporting documents attached:

1. Ord 24-AA; Adopting 2024 Tax Rate

Recommendation: "I move that the property tax rate be increased by the adoption of a tax rate of **\$0.6850** per \$100 of valuation, which is effectively a **6.72%** increase in the tax rate."

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: X

Reviewed by City Manager, if applicable: X

ORDINANCE 24-AA

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, ADOPTING AND LEVYING THE AD VALOREM TAX RATES FOR THE GENERAL FUND MAINTENANCE AND OPERATIONS AND FOR DEBT SERVICE FOR THE CITY OF ALVIN FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Section 26.05(a) of the Texas Tax Code requires taxing authorities to adopt a property tax rate by September 30 of each year or within sixty (60) days after receipt of the certified appraisal roll; and

WHEREAS, Section 26.05(a) of the Texas Tax Code requires the total property tax rate be approved in two components: (1) Maintenance and Operations; and (2) Debt Service; and

WHEREAS, the City's tax rate consists of the following two components:

1. The rate that, if applied to the total taxable value, will impose the amount of taxes needed to pay debt service (\$0.098330 per \$100 valuation).; and
2. the rate that, if applied to the total taxable value, will impose the amount of taxes needed to fund maintenance and operations expenditures of the City for the next year (\$0.586670 per \$100 valuation); and

WHEREAS Section 26.05(b) of the Texas Tax Code requires that if the ordinance sets a tax rate that, if applied to the total taxable value, will impose an amount of taxes to fund maintenance and operation expenditures of the taxing unit that exceeds the amount of taxes imposed for that purpose in the preceding year, the taxing unit must include in the ordinance in type larger than the type used in any other portion of the ordinance the following statement: "THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE;" and if the tax rate exceeds the no-new revenue maintenance and operations rate, the following statement: "THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.85 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$-6.14."

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

That there be and is hereby levied for the year 2024 on all real and personal property within the City limits of the City of Alvin, Texas, except so much thereof as may be exempt by the Constitution and laws of the State of Texas and of the United States the following:

Section 1. An ad valorem tax of and at the rate of \$0.586670 on the One Hundred Dollars valuation of the real and personal property and mineral royalties owned within the City limits of Alvin on the first day of January 2024 to provide for the current expenses of the City of Alvin, Texas (General Fund).

Section 2. An ad valorem tax of and at the rate of \$0.011535 on the One Hundred Dollars valuation of the real and personal property situated and owned within the City limits of Alvin on the first day of January 2024 to pay current interest and to provide a Sinking Fund on the General Obligation Refunding Bonds, Series 2017.

Section 3. An ad valorem tax of and at the rate of \$0.048051 on the One Hundred Dollars valuation of the real and personal property situated and owned within the City limits of Alvin on the first day of January 2024 to pay current interest and to provide a Sinking Fund on the Certificate of Obligations, Series 2019.

Section 4. An ad valorem tax of and at the rate of \$0.015077 on the One Hundred Dollars valuation of the real and personal property situated and owned within the City limits of Alvin on the first day of January 2024 to pay current interest and to provide a Sinking Fund on the Certificate of Obligation, Series 2020.

Section 5. An ad valorem tax of and at the rate of \$0.023667 on the One Hundred Dollars valuation of the real and personal property situated and owned within the City limits of Alvin on the first day of January 2024 to pay current interest and to provide a Sinking Fund on the Certificate of Obligation, Series 2023.

Section 6. Taxes are to be calculated on the basis of one hundred percent (100%) of assessed value for the 2024 tax year.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.85 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$(-6.14).

A total tax rate of all property was set at \$0.685000 per One Hundred Dollars valuation, and such total tax rate was adopted by favorable majority of the members of the City Council of the City of Alvin, Texas, in a Council meeting duly assembled in accordance with the Home-Rule Charter of the City of Alvin, Texas, and such action is hereby ratified, confirmed and affirmed.

Section 7. The required public hearing on the proposed ad valorem tax rate (property tax rate for Tax Year 2024 (Fiscal Year 2024-2025) for the City of Alvin was held by the City Council at 7:00 p.m. on Thursday, September 5, 2024, at Alvin City Hall located at 216 West Sealy, Alvin Texas 77511.

Section 8. That the recorded vote of the City Council on this Ordinance is:
Council Members voting FOR adoption:

Council Members voting AGAINST adoption:

Council Members absent:

Section 9. This Ordinance is adopted in compliance with Article VII of the City Charter of the City of Alvin, Texas.

Section 10. 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 first and final reading on the 5th day of September 2024.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary