

City of Alvin, Texas

Paul Horn, Mayor

Glenn Starkey, Mayor Pro-tem, District D
Brad Richards, At Large Pos. 1
Joel Castro, At Large Pos. 2
Martin Vela, District A



Adam Arendell, District B
Keith Thompson, District C
Gabe Adame, District E

ALVIN CITY COUNCIL AGENDA THURSDAY, NOVEMBER 7, 2019

7:00 P.M.

(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 drobot@cityofalvin.com 48 hours prior to the meeting time. City Hall is wheel chair accessible and a sloped curb entry is available at the front east entrance to City Hall.

NOTICE is hereby given of a Regular Meeting and Executive Session of the City Council of the City of Alvin, Texas, to be held on **THURSDAY, NOVEMBER 7, 2019**, at 7:00 p.m. in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

REGULAR MEETING AGENDA

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

A. Municipal Court Week Proclamation.

4. PUBLIC COMMENT

5. CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION:

An item(s) may be removed from the Consent Agenda for full discussion by the request of a member of Council. Item(s) removed will automatically become the first item up for discussion under Other Business.

A. Consider approval of the October 17, 2019 City Council Regular meeting minutes.

B. Accept resignation from Planning Commission member Charles Buckelew.

C. Consider Ordinance 19-Z, annexing 3.97 acres of land, more or less, located along State Highway 35 and Moore Road, in Brazoria County, Texas; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date.

6. OTHER BUSINESS

A. Consider Ordinance 19-Y, amending Chapter 24-1/2, Manufactured Homes and Manufactured Home Parks, of the Code of Ordinances, City of Alvin, Texas for the purpose of amending Article V. Recreational Vehicle Parks and Resorts, by not allowing for the construction of new Recreational Vehicle Resorts; providing for a penalty; and setting forth other provisions related thereto.

B. Consider Resolution 19-R-40, accepting the petition for annexation of 5.058 acres, more or less, parcel of land located at 3513 County Road 161, in Brazoria County, Texas; setting an

annexation schedule that includes public hearings on December 5, 2019 and December 19, 2019; providing for open meetings and other related matters.

- C. Consider a Memorandum of Understanding (MOU) between the City of Alvin and the Brazoria County Conservation and Reclamation District No. 3 (C&R#3) for the development of the new Fire/EMS building to be located at the northeast corner of South Street and Bellaire Boulevard, as it relates to providing for adequate stormwater detention and floodplain fill mitigation storage for the site; and authorize the Mayor to sign.
- D. Consider a Chapter 380 Agreement with Cline Crossing Partners, Ltd. to permit the construction of certain improvements necessary for the operation of a Class “A” apartment development; and authorize the Mayor to sign said Agreement upon legal review.
- E. Consider an award of bid to DivisionOne Construction for the construction of the new Fire/EMS Station to be located at the northeast corner of South Street and Bellaire Boulevard in an amount not to exceed \$11,673,900; and authorize the City Manager to sign the contract upon legal review.
- F. Discuss and consider an exemption from the EMS Utility Fee.
- G. Consider an Agreement with Kimley Horn for professional design services for the Hike and Bike Trail Phase III, in amount not to exceed \$85,300; and authorize the City Manager to sign said Agreement upon legal review.

7. REPORTS FROM CITY MANAGER

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

8. ITEMS OF COMMUNITY INTEREST

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

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

9. EXECUTIVE SESSION

City Council will meet in Executive Session pursuant to:

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

- 1. Municipal Court Judge
- 2. Associate Municipal Court Judge

10. RECONVENE TO OPEN SESSION

- A. Take action on Executive Session item(s) if necessary.

11. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City’s website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, on MONDAY November 4, 2019 at 4:00 P.M.



A handwritten signature in blue ink, appearing to read "Dixie Roberts".

Dixie Roberts, City Secretary

Removal Date: _____

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

**MINUTES
CITY OF ALVIN, TEXAS
CITY PLANNING COMMISSION
September 17, 2019**

BE IT REMEMBERED, that on the above date, the Planning Commission met in the First Floor Conference Room, at Public Services Facility, 1100 West Highway 6, Alvin, Texas, at 6:00 P.M. with the following members present, Jake Starkey, Chair; Nicole Kelinske, Secretary; Richard Garivey; Chris Hartman; Carrie Parker and Randy Reed. Also present were staff members Michelle Segovia, City Engineer and Shana Church, Executive Secretary. Ashley Davis and Charles Buckelew were absent.

Call To Order.

Call to order at 6:00 p.m.

Petition and Requests from the Public. There were no petitions or requests from the public.

Approve the Minutes of the Planning Commission meeting of August 20, 2019.

Commission Member Richard Garivey motioned to approve the minutes of the regular Planning Commission meeting of August 20, 2019. Seconded by Nicole Kelinske, the motion carried on a vote of 6 ayes and 0 nays.

Discuss possible changes to Chapter 24 ½, Manufactured Homes and Manufactured Home Parks, Article V, Recreational Vehicle Resorts and Parks, in the City of Alvin Code of Ordinances.

The Planning Commission discussed Chapter 24 ½, Manufactured Homes and Manufactured Home Parks, Article V, Recreational Vehicle Resorts and Parks, in the City of Alvin Code of Ordinances. Commission Member Randy Reed motioned to eliminate the RV Resort section of Chapter 24 ½. Seconded by Richard Garivey, the motion carried on a vote of 5 ayes and 1 nay, cast by Member Chris Hartman.

Discuss possible changes to Chapter 21, Subdivision and Property Development Process, in the Alvin Code of Ordinances.

The Planning Commission discussed Chapter 21, Subdivision and Property Development Process, in the Alvin Code of Ordinances. Some topics discussed were lot sizes, road width requirements, setbacks, amenities and green space.

Items of Community Interest.

Carrie Parker asked if there was regional detention available for new developments. Michelle Segovia stated the Drainage District has regional detention available for purchase depending on the location of the development.

Staff report and update.

There were no staff report or update.

Items for the next meeting.

Michelle Segovia stated the Planning Commission may see a final plat for Mustang Ridge Section 1 at the meeting next month.

Adjournment.

Commission Member Reed moved to adjourn the meeting, seconded by Member Parker.

The motion carried on a vote of 6 ayes. The meeting ended at 7:58 p.m.

PASSED and Approve the 15th day of October 2019.

/s/ Jake Starkey, Chair

/s/ Nicole Kelinske, Secretary



Office of the Mayor, City of Alvin, Texas

Proclamation

-
- WHEREAS,** the Municipal Courts serve as the local justice center for the enforcement of local ordinances and state offenses that protect the peace and dignity of our community; and
- WHEREAS,** more people, citizens and non-citizens alike, come in personal contact with municipal courts than all other courts combined; and
- WHEREAS,** the Municipal Judges and Clerks continually strive to improve the administration of justice through participation in judicial education programs of the State of Texas and their professional organizations.

NOW, THEREFORE, I, Paul A. Horn, as Mayor of the City of Alvin Texas and on behalf of the Alvin City Council do hereby proclaim the week of November 4-7, 2019 as

Municipal Court Week

in the City of Alvin and extend our appreciation to the Alvin Municipal Judges and court personnel for their exemplary service and dedication to our community.

WITNESS my hand and seal this
7th day of November 2019.

Paul A. Horn, Mayor

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING AND
EXECUTIVE SESSION
THURSDAY OCTOBER 17, 2019
7:00 P.M.**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular and Executive Session at 7:00 P.M. in the Council Chambers at City Hall, with the following members present: Mayor Paul A. Horn; Mayor Pro-Tem Glenn Starkey; Councilmembers: Gabe Adame, Adam Arendell, Joel Castro, Brad Richards, Keith Thompson and Martin Vela.

Staff members present: Junru Roland, City Manager; Dixie Roberts, City Secretary; Michael Higgins, Chief Financial Officer; Michelle Segovia, City Engineer; Dan Kelinske, Parks and Recreation Director; Larry Buehler, Economic Development Director, and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Matt Ruzicka with South Point Baptist Church gave the invocation.

Council member Arendell led the Pledge of Allegiance to the American Flag, and Council member Thompson led the Pledge to the Texas Flag.

PRESENTATIONS

Economic Development Departmental Update.

Larry Buehler, Economic Development Director gave a departmental update.

PUBLIC COMMENT

Kevin Evans addressed the Council to request an amendment to the EMS Utility Fee Ordinance exempting veteran's that are 100% disabled. He stated that the Veteran's Administration already pays 100% of ambulance transport fees.

PUBLIC HEARING

Second of two required public hearings for the proposed voluntary annexation of a 3.97 acre tract of land situated in the Hennell Stevens Survey, Abstract No. 595, Brazoria County, Texas, being all that certain called 3.36 acre tract of land described in deed to DGOGAlvintx10252018, LLC, as recorded in Document No. 2019034970, Official Public Records of Brazoria County, Texas (O.P.R.B.C.T.), and that certain portion of Moore Road (a variable width right-of-way) adjoining said 3.36 acre tract.

Mayor Horn opened the public hearing at 7:20 p.m. There were no comments made. Mayor Horn closed the public hearing at 7:20 p.m.

CONSENT AGENDA

Consider approval of the October 3, 2019 City Council Regular meeting minutes.

Acknowledge receipt of the Fiscal Year 2019 Capital Improvement Projects Report and the Comprehensive Plan Implementation Report.

Staff continues to carry out actions on budgeted projects as defined in the 2019 Capital Improvements Plan (CIP). This report is an update as to the progress of each project year to date.

Staff also continues to deliver on implementation and completion of high priority projects defined in the Comprehensive Plan 2035. This report is an update as to work completed year to date.

Consider Interlocal Agreement IS19-001 with Brazoria County for an Asphalt Improvement Project; and authorize the Mayor to sign upon legal review.

The proposed Interlocal Agreement IS19-0011 between the City and the County provides the mechanisms for the County to provide the City of Alvin with equipment and personnel to assist in the construction, improvement, maintenance and/or repair of 1.81 miles of asphalt streets in various locations within the city limits of Alvin. The streets identified to be overlaid in this agreement are Windsor Square, Coventry Lane, Hurstgreen Lane, Oxford Lane, Dyche Lane, and Sky Ranch Road.

The City of Alvin entered into this partnership with Brazoria County in 1991 and has continued to use the program since that time. This program provides for low cost paving and rehabilitation of asphalt streets and has improved over 34 miles of asphalt streets since the start in 1991. In the last four years, the program has achieved the rehabilitation and paving of 74,000 linear feet of asphalt or 13 miles, averaging 2.3325 miles per year.

This agreement has already been approved and signed by the Brazoria County Judge, L.M. "Matt" Sebesta.

Council member Adame moved to approve the consent agenda as presented. Seconded by Council member Arendell; motion carried on a vote of 7 Ayes.

OTHER BUSINESS

Consider two (2) Amendments to the Stephen F. Austin Community Health Center Lease which will allow for renovations to be made to Suites 100 and 200 for the Class A & Class D Pharmacy Services at the 1111 West Adoue Street facility; and authorize the Mayor to sign, subject to legal review.

In 2009, the City entered into the first Lease Agreement with Stephen F. Austin, for the Stephen F. Austin Community Health Center, located at 1111 W. Adoue Street. The Stephen F. Austin Community health Center provides free or reduced priced medical and social services to the residents of Brazoria County, and has been fully operational at this location since the 2009 lease agreement.

In July 2019, the lease agreement was extended and contains the same terms and conditions, and will run for five (5) years, with an additional five (5) year renewal. After the lease was extended in July, the City was contacted by Ezreal Garcia of Stephen F. Austin Community Health Center informing the City that they are expanding their services to provide pharmacy services. In order to provide these pharmacy services of the Class A and Class D Licenses, they will need to make renovations to Suites 100 and 200. This expansion of services and renovations change the original terms of the lease. Therefore, the amendments need to be entered into.

Council member Arendell moved to approve the Amendment Leases for Stephen F. Austin Community Health Center to provide Pharmacy Services at the 1111 West Adoue Street facility. Seconded by Council member Starkey; motion carried on a vote of 7 Ayes.

Consider an agreement for RFP-19-01 with Dreyfus Printing for various City of Alvin publications to include design, printing and distribution services for FY 2019-2020, with an option to renew the agreement for two (2) additional two (2) year periods; and authorize the City Manager to sign upon legal review.

In an effort to reduce and consolidate design and printing costs, the City solicited Request for Proposals (RFP) for these professional services in August. This RFP included the design, printing, mailing and distribution of a new bi-annual Alvin Publication (newsletter), the design, printing and distribution of the Alvin Parks and Recreation Adventure Guides (Spring, Summer, and Fall); printing and cover design of the annual budget; printing and the cover design of the Comprehensive Annual Financial Report; design and printing of the CVB Visitor Guides; design and printing of business cards (as needed), and design and printing services for special event flyers and advertisements (i.e. Parks and Recreation events / Tour de Braz).

Three (3) area companies submitted proposals: Battle Cry Revival LLC, Baystar Printing, and Dreyfus Printing. The company with pricing most advantageous to the City is Dreyfus Printing. The cost for these services will be over the \$50,000 threshold and requires City Council approval. The exact not-to-exceed amount is not included in this agreement, because there are some projects that will be on an as-needed basis such as special event advertisements and flyers (i.e.

Tour de Braz). This agreement sets the pricing for the design, printing and distribution of various City publications. Dreyfus Printing has worked with the City on many publications throughout the years.

Staff recommends approval of this agreement.

Council member Castro moved to approve an agreement for RFP-19-01 with Dreyfus Printing for various City of Alvin publications to include design, printing and distribution services for FY 2019-2020, with an option to renew the agreement for two (2) additional two (2) year periods; and authorize the City Manager to sign upon legal review. Seconded by Council member Thompson; motion carried on a vote of 7 Ayes.

Discuss Chapter 31, Apartment Developments, of the Alvin Code of Ordinances.

Councilman Adame has requested a discussion regarding Chapter 31-8 of the Apartment Development Ordinance. The current ordinance allows for the following (with no provisions for variance):

- 1.) Apartment buildings to be built with a minimum of three apartment units per building;*
- 2.) Each apartment building shall contain a maximum of ten (10) apartment units; and*
- 3.) Each apartment building shall be separated by a minimum of twelve (12) feet; and*
- 4.) No apartment project shall exceed a density of more than fifteen (15) apartment units per acre.*

A developer is proposing to develop an apartment complex in Cline Crossing that will exceed the City's current maximum of ten (10) apartment units per apartment building. Council considerations could include: amending the ordinance to allow for variances, increasing the maximum number apartment units per apartment building, keeping the current ordinance as is, or drafting a development agreement (which would allow the developer to exceed the maximum number of apartment units) and include a commercial/retail component.

This item is for discussion purposes and to offer staff direction on how to proceed. Staff is in favor of an amendment to the ordinance with regards to the maximum number of apartment units that are currently allowed per apartment building.

Mr. Roland explained that the current Apartment Development Ordinance allows for minimum of three (3) to a maximum of ten (10) units per building. Additionally, the ordinance allows for 15 apartment units per acre. A developer proposes to exceed the maximum units of ten (10). Mr. Roland provided options: amend Chapter 31, Apartment Development to allow for a variance; increase the maximum number of apartment units per building or draft a developer's agreement. Mr. Roland requested direction from Mayor and Council on how to proceed with the Developers request. Staff recommended granting a variance to the Ordinance for this specific Developer.

Michelle Segovia, City Engineer, recommended allowing an increase in the number of units per building. She explained that it is common in today's apartment development to allow 18 to 20 units per building in a three (3) story structure which is the maximum height allowed. She also stated that 24 units per building is also acceptable.

Ms. Segovia explained that by allowing a variance to the Apartment Ordinance this could possibly open the door for more variance requests. Discussion was had.

Council directed staff to prepare a development agreement with the owner of Cline Crossing that would allow the developer to exceed the maximum number of apartment units and also asked staff to review the Apartment Ordinance for any possible amendments that may be needed.

REPORTS FROM CITY MANAGER

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

Mr. Junru Roland announced items of community interest; and he reviewed the preliminary list for the November 7, 2019 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.

Mrs. Roberts reviewed items of community interest.

Council member Thompson cautioned those to look out for the Trick or Treaters and he proclaimed his support for the Astros.

Council member Castro wished Mayor Horn a happy birthday.

Council member Adame also wished Mayor Horn a happy birthday.

Council member Starkey wished Mayor Horn a happy birthday.

EXECUTIVE SESSION

There was no executive session held.

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

1. City Attorney Evaluation.

RECONVENE TO OPEN SESSION

Take action on Executive Session item(s) if necessary. No executive session held.

ADJOURNMENT

Mayor Horn adjourned the meeting at 7:49 p.m.

PASSED and APPROVED the 7th day of November 2019.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 11/7/2019

Department: City Secretary

Contact: Dixie Roberts, City Secretary

Agenda Item: Accept resignation from Planning Commission member, Charles Buckelew.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Plat Discussion & Direction Other

Summary: Charles Buckelew submitted his resignation from the Planning Commission for his term ending on December 31, 2020 due to health issues. This agenda item is the formal acceptance of his resignation.

With the resignation of Mr. Buckelew, there are now eight (8) members on this commission. The Charter states that the commission is to be comprised of at least five (5) members, with no more than eleven (11) members. There is no need to fill this position at this time as it leaves no vacancy. All board and commission appointments will be considered at the December 7, 2019 City Council meeting.

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

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

Legal Review Required: N/A Required **Date Completed:** 10/31/2019 SLH

Supporting documents attached:

- Resignation Letter

Recommendation: Move to accept the resignation from Planning Commission member, Charles Buckelew.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

To Whom it May Concern

October 15, 2019

This letter is to serve as my notice of my resignation from the Planning Commission effective immediately. I am taking this action due to failing health.

I would to thank the Mayor and City Council for the opportunity to serve on the Planning Commission. It has been a pleasure to serve. I would also like to thank Michelle Segovia and my fellow commission members for a pleasant and informative tenure on the commission.

It has been a pleasure to serve and again thanks to everyone.

Charles L. Buckelew
Charles L. Buckelew



AGENDA COMMENTARY

Meeting Date: 11/7/2019

Department: City Attorney

Contact: Suzanne L. Hanneman, City Attorney

Agenda Item: Consider Ordinance 19-Z, annexing 3.97 acres of land, more or less, located along State Highway 35 and Moore Road, in Brazoria County, Texas; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Plat Discussion & Direction Other

Summary: On August 27, 2019, DGOGalvintx10252018, LLC., petitioned the City to annex approximately 3.97 acres for the purpose of constructing a Dollar General Store. Council authorized the commencement of annexation procedures on September 5, 2019, in Resolution 19-R-35.

Public hearings were held on October 3, 2019 and October 17, 2019. This ordinance will finalize the annexation of approximately 3.97 acres of land of the Lenamon Grove Addition, located along State Highway 35 and Moore Road, in Brazoria County, Texas. The Ordinance includes the Municipal Service Plan.

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:** 10/31/2019 SLH

Supporting documents attached:

- Ordinance 19-Z with attachments

Recommendation: Move to approve Ordinance 19-Z, annexing 3.97 acres of land, more or less, parcel of land located along State Highway 35 and Moore Road, in Brazoria County, Texas; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

ORDINANCE NO. 19-Z

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, ANNEXING 3.97 ACRES OF LAND, MORE OR LESS, INTO THE CORPORATE LIMITS OF THE CITY, FOR LENAMON GROVE ADDITION, LOCATED ALONG STATE HIGHWAY 35 AND MOORE ROAD; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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 August 27, 2019, the City received a request and petition for annexation from DGOGalvintx10252018, LLC., 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 territory, as hereinafter described, is adjacent to the present City limits;

WHEREAS, the City Council authorized the commencement of annexation procedures with respect to the subject property described in Exhibit A on September 5, 2019, in Resolution 19-R-35;

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

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:

A 3.97 acre tract of land, being situated in the Hennell Stevens Survey, Abstract No. 595, Brazoria County, Texas, being all that certain called 3.36 acre tract of land described in deed to DGOGalvintx10252018, LLC., as recorded in Document No. 2019034970, Official Public Records of Brazoria County, Texas (O.P.R.B.C.T.), and that certain portion of Moore Road (a variable width right-f-way) adjoining said 3.36 acre tract being more particularly shown and described in the 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 B.

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 4th day of November 2019.

THE CITY OF ALVIN, TEXAS

ATTEST

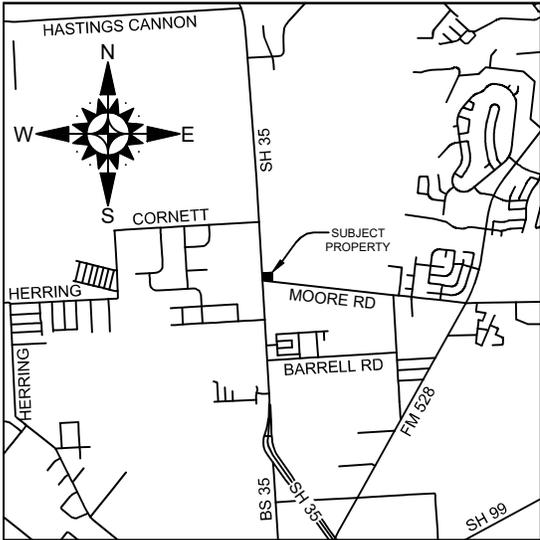
By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

EXHIBIT “A”

Description of Property

A 3.97 acre tract of land, being situated in the Hennell Stevens Survey, Abstract No. 595, Brazoria County, Texas, being all that certain called 3.36 acre tract of land described in deed to DGOGAlvintx10252018, LLC., as recorded in Document No. 2019034970, Official Public Records of Brazoria County, Texas (O.P.R.B.C.T.), and that certain portion of Moore Road (a variable width right-f-way) adjoining said 3.36 acre tract and being more fully described in the attached.



VICINITY MAP
(1" = 1.3 MILES)

STATE HIGHWAY 35
(APPARENT 100' R.O.W.)

N 03°14'03" W 532.49'

FOUND 2-1/2" IRON PIPE

91.50'

POINT OF BEGINNING

Y = 13,739,152.24'
X = 3,162,785.90'

MOORE ROAD
(VARIABLE WIDTH R.O.W.)

N 83°49'51" W 307.21'

CALLED 1.0 ACRES
CHARLES M. JACKSON, JR.
DOC. NO. 1994009467
O.P.R.B.C.T.

FOUND 1" IRON PIPE

S 87°32'14" E 332.79'

CALLED 0.8222 ACRES
CHARLENE ELKINS
DOC. NO. 1993006439
O.P.R.B.C.T.

108.22'

FOUND 1" IRON PIPE

S 01°21'32" E 171.33'

CALLED 2.8757 ACRES
JEROMIE A. ISBELL AND
AUTUMN N. CATES
DOC. NO. 2018024716
O.P.R.B.C.T.

298.64'

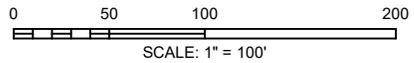
S 00°09'39" W 379.08'

CALLED 3.36 ACRES
DGOALVINTX10252018, LLC
DOC. NO. 2019034970
O.P.R.B.C.T.

3.97 ACRES
(173,026 SQ. FT.)

LEGEND

- ⊙ SET 5/8" IRON ROD WITH CAP STAMPED "FRONTIER 10082900"
- FOUND 5/8" IRON ROD
- FOUND IRON PIPE



The undersigned hereby certifies that an on the ground survey was conducted under my direction and supervision that meets the minimum requirements set forth by the Texas Board of Professional Land Surveying.

NOTES

1. Coordinates and bearings are based on NAD83 (2011), Texas South Central Zone. All distances are U.S. Survey Feet (grid).

ANNEXATION EXHIBIT

BEING a 3.97 acre tract of land situated in the Hennell Stevens Survey, Abstract No. 595, Brazoria County, Texas, being all that certain called 3.36 acre tract of land described in deed to DGOALVINTX10252018, LLC, as recorded in Document No. 2019034970, Official Public Records of Brazoria County, Texas (O.P.R.B.C.T.), and that certain portion of Moore Road (a variable width right-of-way) adjoining said called 3.36 acre tract

Job Number:	1810014	Scale:	1" = 100'
Field Date:	6/27/2019	Checked by:	AWK
Field Tech(s):	NL	Office Tech(s):	CMB
Drawing Date:	8/7/2019	Revision:	

FRONTIER
SURVEYING COMPANY
WWW.FRONTIERSURVEYING.COM
710 BUFFALO ST., SUITE 700
CORPUS CHRISTI, TEXAS 78401
TBPLS FIRM NO. 10082900
PHONE: (361) 881 - 8044

Registered Professional Land Surveyor
Allen W. Kerley, R.P.L.S. No. 5427

3.97 Acres

Metes and Bounds Description

BEING a 3.97 acre tract of land situated in the Hennell Stevens Survey, Abstract No. 595, Brazoria County, Texas, being all that certain called 3.36 acre tract of land described in deed to DGOGAlvintx10252018, LLC, as recorded in Document No. 2019034970, Official Public Records of Brazoria County, Texas (O.P.R.B.C.T.), and that certain portion of Moore Road (a variable width right-of-way) adjoining said called 3.36 acre tract, and being more particularly described by metes and bounds as follows:

BEGINNING at a point (Y = 13,739,152.24', X = 3,162,785.90') at the intersection of the south line of said Moore Road and the east line of State Highway 35 (an apparent 100-foot wide right-of-way);

THENCE North 03°14'03" West, along said east line, passing at a distance of 91.50 feet a 2.5-inch iron pipe found marking the southwest corner of said called 3.36 acre tract, and continuing a total distance of 532.49 to a 1.5-inch iron pipe found marking the common west corner of said called 3.36 acre tract and that certain called 1.0 acre tract of land described in deed to Charles M. Jackson, Jr., as recorded in Document No. 1994009467, O.P.R.B.C.T.;

THENCE South 87°32'14" East, along the north line of said called 3.36 acre, passing at a distance of 224.57 feet a 1-inch iron pipe found marking the common south corner of said called 1.0 acre tract and that certain called 0.8222 acre tract of land described in deed to Charlene Elkins, as recorded in Document No. 1993006439, O.P.R.B.C.T., and continuing a total distance of 332.79 feet to a 1-inch iron pipe found marking the common north corner of said called 3.36 acre tract and that certain called 2.8757 acre tract of land described in deed to Jeromie A. Isbell and Autumn N. Cates, as recorded in Document No. 2018024716, O.P.R.B.C.T.;

THENCE South 01°21'32" East, along the common line of said called 3.36 acre and 2.8757 acre tracts, a distance of 171.33 feet to a 5/8-inch iron rod found;

THENCE South 00°09'39" West, continuing along said common line, passing at a distance of 298.64 feet the southwest corner of said called 2.8757 acre tract, and continuing a total distance of 379.08 feet to a point on the aforesaid south line of Moore Road;

THENCE North 83°49'51" West, along said south line, a distance of 307.21 feet to the POINT OF BEGINNING and containing 3.97 acres (173,026 square feet) of land.

Coordinates and bearings are based on NAD83 (2011), Texas South Central Zone.
All distances are U.S. Survey Feet (grid).

Prepared By:

Frontier Surveying Company
710 Buffalo Street, Suite 700
Corpus Christi, TX 78401
Texas Firm Registration No. 10082900



Registered Professional Land Surveyor
Allen W. Kerley, R.P.L.S. No. 5427



Prop. Annexation of the Lenamon Grove Addition

EXHIBIT “B”

Municipal Service Plan

Exhibit "B"

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

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

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

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

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

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

(3) **Specifically Excluded Municipal Services.** Due to the location of the subject property, the following municipal services cannot be provided:

A. Waste water service.



AGENDA COMMENTARY

Meeting Date: 11/7/2019

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider Ordinance 19-Y, amending Chapter 24-1/2, Manufactured Homes and Manufactured Home Parks, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending Article V. Recreational Vehicle Parks and Resorts, by not allowing for the construction of new Recreational Vehicle Resorts; providing for a penalty; and setting forth other provisions related thereto.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Plat Discussion & Direction Other

Summary: On July 6, 2017 Council approved Ordinance 17-L which defined and allowed for the construction of Recreational Vehicle Resorts. Since Ordinance 17-L was approved there has been one RV Resort (along Nelson Road) approved and will start construction soon.

On July 30, 2019 a joint workshop was held with the City Council and the City Planning Commission, at this workshop the Recreational Vehicle Ordinance was discussed, and Council conveyed to the Planning Commission that they would consider proposed amendments to the ordinance.

On September 17, 2019, the Planning Commission discussed the Recreational Vehicle Ordinance and requested that Staff draft an amendment to the ordinance that would prevent the construction of new Recreational Vehicle Resorts. Staff drafted the amendment to the ordinance (Ord. 19-Y) and presented it to the Planning Commission on October 15, 2019 for their consideration. The Planning Commission voted 5 votes to 1 vote to approve Ordinance 19-Y. Commission Member Hartman voted against the ordinance, stating that he felt there needed to be requirements in the ordinance allowing for the construction of new RV Resorts.

Staff recommends approval of Ordinance 19-Y.

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:** 10/31/19 SLH

Supporting documents attached:

- Ordinance 19-Y (Redlined and Clean Versions)

Move to approve Ordinance 19-Y, amending Chapter 24-1/2, Manufactured Homes and Manufactured Home Parks, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending Article V. Recreational Vehicle Parks and Resorts, by not allowing for the construction of new Recreational Vehicle Resorts; providing for a penalty; 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

ORDINANCE 19-Y

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 24½, MANUFACTURED HOMES AND MANUFACTURED HOME PARKS, BY AMENDING ARTICLE V. RECREATIONAL VEHICLE PARKS, AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

Section 1. That the Code of Ordinances, City of Alvin, Texas; is hereby amended by amending Article V, Recreational Vehicle Parks, which said article shall read as follows:

Article V. Recreational Vehicle Resorts and Parks

“Sec. 24½-85. – Purpose and intent.

(a) The city council finds that properly planned and operated Recreational Vehicle (RV) resort communities and parks:

(1) Promote the health and safety of the occupants or guests of such communities and of other nearby communities; and

(2) Encourage economical and orderly development of such communities and of other nearby communities.

(b) This ordinance is enacted to achieve orderly ~~development-operation and maintenance~~ of RV resorts and parks, and establishes minimum standards with which all ~~new~~-RV resorts and parks must comply.

(c) No new recreational vehicle resorts or recreational vehicle parks will be allowed within the city limits. Any recreational vehicle resort or park located in the city legally, prior to the enactment of this article shall be allowed to remain, but shall not be allowed to expand or be modified, except as defined below, under any circumstance.

(d) An existing resort or park may expand by increasing the number of spaces confined within the resort or park, if all other provisions in this Code are met.

Sec. 24½-86. – Applicability.

(a) This article shall apply to all recreational vehicle resorts and parks to be licensed within the city limits. No person shall maintain or operate a recreational vehicle resort or park within the city's corporate limits except in conformity with this article.

(b) All recreational vehicle resort and park facilities and recreational vehicles shall conform, without limitation, to the codes and ordinances of the city, including the building, plumbing, electrical, and fire codes, and all applicable state and federal laws.

Sec. 24½-87. – Scope and jurisdiction.

(a) This article is intended to be all-inclusive of elements to be regulated by the city.

(b) Where differences occur between state and local standards affecting building, electrical, plumbing, and fire protection elements, the more restrictive code shall govern.

(c) Any decision to regulate elements of recreational vehicle resorts or parks as they relate to location affecting offsite impacts shall be the sole determination of the city.

(d) Federal regulations under the National Highway Traffic Safety Administration may supersede all or part of this article as applied to any category of regulated motor vehicles.

Sec. 24½-88. – Fees.

The schedule of fees as set forth in chapter 28 shall apply to this article.

Sec. 24½-89. – Definitions.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Accessory structure. Any structural addition to the recreational vehicle or site, including awnings, cabanas, carports, garages, porches, storage cabinets, storage sheds, and similar appurtenant structures. This does not include awnings or canopies that are built in the RV itself.

Agent. Any person authorized by the licensee of a recreational vehicle resort or park to be a representative, manager, or operator to maintain such recreational vehicle resort or park under the provisions of this article.

Building official. The building official, the fire marshal, or code compliance officer of the City of Alvin, Texas, or their designee.

City. The City of Alvin, Texas.

Code Compliance Official. The official of the city or his/her designee charged with the code enforcement of the provisions of this article.

Common access route. A private roadway which affords a principal means of access to individual recreational vehicle spaces or auxiliary buildings in a recreational vehicle resort or park.

Common parking area. A common area within a recreational vehicle park or resort for the parking of automobiles or other small vehicles of visitors and the temporary storage of trailered boats belonging to recreational vehicle resort or park occupants, the dimensions of which are at least one hundred eighty (180) square feet.

Driveway. A minor entrance-way off the common access route within a recreational vehicle resort or park or from a public street into an off-street parking area serving one or more recreational vehicle spaces.

Fencing. A masonry fence, wood fence or other opaque fencing pre-approved by the building official.

Habitable. There is no defect, damage, or deterioration to the recreational vehicle which creates a dangerous or unsafe situation or condition; that the plumbing, heating, and electrical systems are in safe working order; that the walls, floor, and roof are free from any substantial openings not designed; are structurally sound in accordance with laws of the state, and that all exterior doors and windows are in place.

Install or installation When used in reference to recreational vehicles and/or recreational vehicle resorts or parks, it shall mean the construction of the foundation systems, and the placement and erection of a recreational vehicle or components on the foundation system and includes supporting and proper connection of multiple or expandable sections or components.

Internal street. The same as common access route.

Licensee. Any person licensed to operate and maintain a recreational vehicle resort or park under the provisions of this article.

Lot. An individual space for a single recreational vehicle as defined herein.

Lot parking space. A space for the parking of vehicles which are located within the boundaries of a recreational vehicle lot.

Manager. A person/s that is responsible for the control, direction, management, supervision and/or maintenance of the RV resort or park seven (7) days per week, 24 hours a day. This person/s may or may not be the owner of the RV resort or park.

Occupant. Any person who occupies a recreational vehicle which is located in a recreational vehicle resort or park.

Owner. A person who has contractual responsibility for the property, or person who has the legal right of possession of the property.

Pad. The area within the lot set aside for the placement of the recreational vehicle.

Recreational vehicle (hereinafter referred to as "RV"). A vehicular-type camping unit primarily designed as temporary living quarters for recreational camping, travel, or seasonal use that either has its own motor power or is mounted on or towed by another vehicle. All RV's must be registered with the Texas Department of Motor Vehicles, and be "road ready." These vehicles include camping/pop-up trailers, fifth-wheel trailers, motor homes, recreational park trailers, travel trailers, and truck campers. Recreational vehicles must be certified by the manufacturer as complying with ANSI (American National Standards Institute), A119.2 for recreational vehicles and A119.5 park trailers.

A recreational vehicle is not a mobile home or a HUD-Code manufactured dwelling as defined in city codes and ordinances.

(a) *Camping/pop-up trailer*. A recreational vehicle that is mounted on wheels for towing by a motorized vehicle and constructed with side walls that collapse for towing and storage and unfold for use.

(b) *Fifth-wheel trailer*. A recreational vehicle designed to be towed by a motorized vehicle that contains a towing mechanism that is mounted above or forward of the tow vehicle's rear axle.

(c) *Motor home*. A recreational vehicle built on or permanently attached to a self-propelled motor vehicle chassis or on a chassis cab or van that is an integral part of the completed vehicle.

(d) *Recreational park trailer*. A recreational vehicle that meets the following criteria:

(1) Built on a single chassis mounted on wheels.

(2) Certified by the manufacturer as complying with ANSI (American National Standards Institute) A119.5.

(e) *Travel trailer*. A recreational vehicle designed to be towed by a motorized vehicle containing a towing mechanism that is mounted behind the tow vehicle's bumper.

(f) *Truck camper*. A recreational vehicle consisting of a roof, floor, and sides designed to be loaded onto and unloaded from the bed of a pickup truck.

Recreational vehicle park (hereinafter referred to as "park"). Any parcel of land development for the placement of recreational vehicles on a temporary basis, located and arranged on a tract of land which is less than ten (10) acres and which has been permitted for such purpose in compliance with this article, with the individual spaces being held under a common ownership and rented or leased to the occupants.

Recreational vehicle resort (hereinafter referred to as "RV Resort"). Any lot tract, or parcel of land ten (10) acres or more of unified development of recreational vehicle spaces provided for recreational vehicle use with community facilities and permitted permanent buildings developed for the placement of recreational vehicles on a temporary basis, located and arranged on a tract of

land which has been permitted for such purpose in compliance with this article, with the individual spaces being held under a common ownership and rented or leased to the occupants.

Site plan. A drawing showing the use of a parcel of land and the locations of existing and proposed buildings, drives, sidewalks, parking areas, drainage facilities, and other structures to be constructed in relation to surveyed boundaries, and are consistent with other City of Alvin existing ordinances (i.e. storm water drainage).

Uninhabitable. Is limited to the deterioration to an RV that has created a dangerous or unsafe situation or condition, and the RV is not structurally sound in accordance with the certification by the manufacturer as complying with ANSI (American National Standards Institute), A119.2, A119.5 or the International Building Code as presently adopted by the city. Uninhabitable RV's will not be allowed to remain within the city limits.

~~Sec. 24½-90.—RV resort construction guidelines.~~

~~(a) A pre-development meeting must be attended prior to permitting any new RV resort or re-sale of an existing RV resort or park.~~

~~(b) All new RV resorts must be located in a platted subdivision filed and recorded by the county clerk's office. If the site location is not a platted property, then it must be platted as outlined in Chapter 21, Subdivisions, of the City of Alvin Code of Ordinances.~~

~~(c) All new RV resorts must submit three (3) sets of the site, landscape, and construction plans signed and sealed by a Professional Engineer, as outlined in Chapter 21-28, Site Plans, of the City of Alvin Code of Ordinances.~~

~~(d) All new RV resorts must comply with Texas Architectural Barriers, and provide an ADA Project number with Plan Submittal.~~

~~(e) All new RV resorts must submit a drainage plan as outlined in the drainage criteria set by the City of Alvin. All RV resorts must have a storm drainage plan/system approved by the city engineer to be kept in city files, unless the storm drainage system has previously been approved and is on file with the city.~~

~~(f) After completion and approval of all platting, site, drainage, and construction plans, the owner can then apply for permits to construct the RV resort.~~

~~(g) Upon construction completion of the RV resort, the owner must submit to the Building Official or his designee a complete set of as-built construction plans on electronic media.~~

~~Sec. 24½-91.—Alternative materials, equipment, and procedures~~

~~The provisions of this article are not intended to prevent the use of any material method of construction, or installation procedure not specially prescribed by the ordinance, provided any such alternate is of equal or greater quality. Prior to use, sufficient evidence shall be submitted to the building official to substantiate any claims made regarding the safety of such alternates. Evidence~~

~~shall also be required to show that the alternate material, method of construction or installation procedure will meet or exceed the level of health and safety protection provided by the standards of this article. All evidence shall be submitted to the building official and requires his or her written approval prior to use.~~

Sec. 24½-92. – Recreational vehicles outside licensed RV resort or park.

It shall be unlawful for any person to reside in a recreational vehicle or to connect a recreational vehicle to the city's water or sanitary sewer system within the corporate limits of the city except in a licensed recreational vehicle resort or park as authorized under this article.

Sec. 24½-93. – Emergency evacuation requirements.

During a National Weather Service issued Hurricane Warning or alert periods, RVs shall be:

- (1) Removed from the corporate limits of the city; or
- (2) Stored securely in a permanent building which meets all the requirements of the applicable standard codes included in this Code.

The RV park or resort owner shall provide the following minimum information to the occupants:

- (1) Informing the occupants of the advantage of evacuation prior to an evacuation order;
- (2) Providing staff and occupants with information about evacuation routes; and
- (3) Providing staff and occupants with a list of shelters.

Sec. 24½-94. – Buffering.

(a) RV resort property shall be buffered from other adjoining properties with earthen berms and/or landscaping. If fencing is erected, it shall be made from brick, stone, masonry, wood, or wrought iron or black-clad cyclone, at least six (6) feet in height on the property. The fence must be maintained in good repair as long as the RV resort remains in operation.

(b) If an RV resort is adjacent to a lake as an amenity, the fencing requirement is not required along the lake side.

Sec. 24½-95. – Size of RV resort density.

The minimum size of a RV resort shall be ten (10) acres.

Sec. 24½-96. – Office, restrooms, and other facilities; recreation area.

(a) Each RV resort must have a building or buildings for an office for the manager of the RV resort, a bathroom and shower facilities, and laundry facilities. All facilities used by occupants must be well lit inside and out. All facilities must meet applicable codes adopted by the city.

(b) Recreation areas include space for community buildings and community use facilities such as restroom and shower facilities, adult recreation (basketball court or tennis court), playgrounds for children, and swimming pools. All RV resorts will have at least one (1) furnished recreation area club house located as to be free of traffic hazards, and easily accessible to all RV resort occupants. Each club house can have a non-commercial kitchenette, as well as restrooms and a general seating area, stage area, exercise room, media/computer/business center, and attached patio, including a swimming pool, sauna, and hot tub. At a minimum, each RV resort will have one (1) swimming pool.

Sec. 24½-97. – Soil and ground cover.

Exposed ground surfaces in all parts of the RV resort shall be concrete or paved, or protected with vegetative cover that is capable of preventing soil erosion and eliminating dust. All pavements shall be kept in good repair.

Sec. 24½-98. – Landscaping.

The RV resort owner or manager shall be responsible for maintaining the entire area of the RV resort free of dry brush, leaves, limbs, or weeds.

Sec. 24½-99. – Storage, collection and disposal of refuse and garbage.

The RV resort owner or manager shall pick up daily all refuse from each pad site or according to RV resort rules and regulations.

Sec. 24½-100. – Water.

(a) All water lines and connections must comply with city and state codes.

(b) The RV resort owner or manager shall have complete maintenance responsibility for the water system within the RV resort.

(c) The city has no maintenance responsibility for service lines within the RV resort. The responsibility of the city stops at the property line.

Sec. 24½-101. – Waste Water.

All waste water lines and connections must comply with city and state codes. Each RV resort shall be required to connect to city water and sewer mains.

Sec. 24½-102. – Streets.

(a) “No parking” signage must be installed and maintained along the entrance road to RV resort.

(b) All internal streets shall be built in compliance with city standards.

(c) All streets shall have standard street signs erected at appropriate points.

(1) All lots, pads, or spaces shall be sequentially numbered and the numbers shall be displayed in a manner that is clearly visible from the street.

(2) Adequate security lighting shall be provided to illuminate all common areas and RV lots.

(3) Street lights shall be provided along all internal streets at a maximum spacing of three hundred (300) feet between lights and at all street intersections.

(4) Directional lighting methods shall be used when installing building or street lights. The direction of the light shall be downward. Upward or outward lighting will not be acceptable. Directional lighting will prevent unnecessary or unwanted light spill over into adjacent areas or properties.

Sec. 24½-103. – Parking.

(a) A minimum of (one) 1 off street parking space shall be provided for each RV lot space.

(b) Off-street parking areas must be provided for visitors and guests.

(c) The minimum lot parking size shall be nine (9) feet in width by twenty (20) feet in depth and made of concrete.

Sec. 24½-104. – Sidewalks.

A pedestrian walkway plan shall be submitted in conjunction with the landscape plan.

Sec. 24½- 105. – Electrical service.

Each lot within the RV resort shall be provided with an approved electrical wiring system electrical service. All electrical service shall be installed underground from the secondary meter to the lot and installed in accordance with the National Electrical Code. All electrical distributions and connections must comply with applicable city and state codes.

Sec. 24½-106. – Size of individual sites; pad requirements.

Each recreational vehicle lot within the RV resort shall have a minimum area of nine hundred fifty (950) square feet.

Sec. 24½-107. – Dumpsters.

Garbage dumpster(s) shall be provided by the RV resort in the size and numbers appropriate for the number of lots. The dumpster pad shall be constructed of concrete. The fencing for the

dumpster shall be constructed of CMU with heavy duty steel gating, and must not be easily recognized as a dumpster. Pickup service shall be provided no less than once weekly.

Sec. 24½- 108. – Rules and regulations for RV resorts and parks to be adopted by owner.

(a) Each owner or his/her agent shall comply with all applicable regulations of the city. In addition, it shall be the duty of the owner to prescribe rules and regulations for the management of the resort or park, to make adequate provisions for the enforcement of such rules, and to subscribe to all subsequent rules and regulations which may be adopted for the management of the resort or park. Copies of all the rules and regulations shall be furnished to the building official upon request.

(b) It shall be the duty of each owner or manager to keep a register containing a record of all visiting guests. The register shall contain the following information:

(1) The name and home address of the owner of each recreational vehicle or guest.

(2) The make, model, year, license, and state of issue of tow vehicle, motor-powered recreational vehicle, and a copy of a valid driver's license along with proof of insurance for guests.

(3) The date of arrival and departure of each recreational vehicle or guest.

(4) The location of each recreational vehicle within the resort by unit number and street address.

(5) The name, address, and phone number of contact in case of emergency.(6) The register shall be kept available at all time for inspection by law enforcement officers.

(c) Maintain current site map of the premises showing location, size, and depth of all utility, gas, or other lines within the RV resort.

Sec. 24½-109. – License issuance.

(a) *License required.* It shall be unlawful for any person to operate a RV resort or park unless such person holds a valid license issued in the name of the person for a specific resort or park.

(b) *Application for license.*

(1) All applications for a license to operate an RV resort or park shall be on forms furnished by the city, signed by the applicant, and accompanied by the annual license fee. The application shall contain the following:

a. The name, address and contact phone number of the applicant. If the applicant is not the owner of the premises on which the RV resort or park is located, the applicant shall provide the name and address of the owner with a copy of the lease between the applicant and the owner;

b. The day and night phone number for the owner or manager;

c. The RV resort or park's street address; and

d. The legal description of the RV resort or park.

(2) If the applicant is not the owner, the applicant must be a lessee of the owner pursuant to a written lease having a remaining term (including any provisions for renewal and extension of such lease) of not less than the term for which the license will be issued.

(3) The building official shall grant such application and issue a license to operate an RV resort or park to the applicant unless he or she finds the information contained in the application to be inaccurate.

(4) The park must comply with all code standards prior to issuance of a license.

(c) *License fee.* Each resort or park shall pay an annual license fee in addition to a fee for each recreational vehicle lot as set forth in chapter 28.

(d) *License expiration.* The license shall expire on January 31 of each calendar year following the year in which it is issued. All licenses shall be renewed on or before January 31 of each year.

(e) *Application for license renewal.* Each year a resort or park owner shall make application to renew a license to operate a resort or park and shall submit the annual license fee. All terms of the initial license issuance applies to license renewal. An application for a renewal license shall reflect any change in the information from the preceding application. The building official shall grant such application unless the information contained therein is inaccurate or unless the building official believes that the licensee committed or allowed a violation of any provision of this article applicable to such resort or park to occur and which has not been corrected.

(f) *Renewal of suspended license prohibited.* A suspended license may not be renewed during the period for which it was suspended.

Sec. 24½-110. – Transfer of license; fee.

(a) Any person desiring to purchase an existing resort or park shall apply for a transfer of license on forms furnished by the city. The transfer of license application shall be signed by the licensee and shall contain information as the building official may reasonably require to assure the building official that the resort or park is being and will be operated in compliance with all the requirements of this article. The transfer of license application shall be accompanied by the license transfer fee as set forth in chapter 28.

(b) A suspended license may not be transferred during the period for which it was suspended.

Sec. 24½-111. – Appeal from denial of license.

Any person whose application for a license to operate a RV resort or park is denied, or any person whose application to renew or transfer such license has been denied by the building official, may appeal to the Building Board of Adjustment & Appeals (BBOAA) and shall be granted a hearing on the matter. The BBOAA shall affirm or reverse the denial of such application by the building official, by majority vote of its members present and voting at any regular or special meeting. If the decision of the building official is reversed by the BBOAA, the building official shall issue the license or any renewal or transfer the same with such requirements as the majority of the BBOAA may reasonably require. Any decision of the BBOAA in such appeal shall be final.

Sec. 24½-112. – Maintenance and operation of RV resorts and parks

(a) Fire safety standards.

(1) *Storage and handling of liquefied petroleum gases.* In RV resorts and parks in which liquefied petroleum gases are stored and dispensed, their handling and storage shall comply with requirements of chapter 9.

(2) *Storage and handling of flammable liquids.* In RV resorts and parks in which gasoline, fuel, oil, or other flammable liquids are stored and/or dispensed, their handling and storage shall comply with the provisions of chapter 9.

(3) *Firefighting.* Approaches to all lots shall be kept clear at all times for access by firefighting equipment. The RV resort or park shall provide an adequate water supply for fire department operations which shall be connected to the city's public water supply system. This shall include standard city fire hydrants located within three hundred (300) feet of all lots measured along the driveways and internal streets of the RV resort. The fire hydrants shall be made available for periodic inspection by the city's fire department and water department. The adequacy of the water supply for firefighting shall be determined by state standards and the fire code adopted by the city.

(4) *Barbecue pits, fireplaces, and stoves.* All fireplaces, wood burning stoves, chimneys, chimeneas and other forms of outdoor cooking shall be located, constructed, maintained and used as to minimize fire hazards and smoke nuisance both in the area where used and in neighboring area of the RV resort or park. No uncontained open fire shall be permitted in the RV resort or park.

(5) *Portable fire extinguishers.* Portable fire extinguishers shall be located throughout the RV resort or park in compliance with city ordinances and any applicable state or federal regulations.

(6) *Extension cords.* Extension cords shall not be permitted, except the electrical supply cord that is UL listed for recreational vehicles and complies with the fire code adopted by the city.

(7) *Fire department access.* All RV resorts and parks shall comply with the fire department access requirements of chapter 9.

(b) Insect and rodent control. Grounds, buildings, and structures shall be maintained free of insect and rodent harborage and infestation. Extermination methods and other measures to control insects and rodents shall conform to the requirements of the city health official.

Sec. 24½-113. – Telephone.

A minimum of one (1) landline telephone shall be provided in an easily accessible location twenty-four (24) hours a day, seven (7) days a week, for emergency use.

Sec. 24½-114. – Accessory structures.

The individual lots within RV resorts and parks, and/or individual RVs, are not allowed to have accessory structures as defined herein. Additionally, all RVs must be removeable within one (1) hour notice by the RV resort or park owner or manager.

Sec. 24½-115. – Sanitary facilities.

Sanitary facilities shall be provided at amenity locations such as lakes, pools, spas, etc. Such facilities must meet all requirements of the City of Alvin Ordinances.

Sec. 24½-116. – Inspection of RV resorts and parks.

(a) The building official, the health official, the fire chief, the chief of police or their respective authorized designees, shall have the right and are hereby directed at all reasonable times to enter upon any premises for which a license to operate a park has been issued for the purpose of determining satisfactory compliance with this chapter and all other applicable ordinances and laws. The official shall present proper identification upon request.

(b) The RV resort owner or manager shall be responsible for insuring that all RV utility connections, common facilities, and grounds comply with this chapter.

(c) RV resort or park owners and managers shall permit the building official to enter and inspect the RV resort or park, without prior notice, during the hours of 8:00 a.m. to 5:00 p.m., Monday through Saturday.

(d) In case of emergency, where extreme hazards are known to exist that may involve imminent injury to persons, loss of life, or severe property damage, the building official may enter the premises at any time. The building official is hereby authorized to obtain a search warrant as provided by law if denied admission to inspect any such premises.

Sec. 24½-117. – Penalty.

Any person who violates any provision, restriction or requirement of this article shall be guilty of a misdemeanor which shall be punishable by a fine not to exceed the amount as prescribed by [section 1-5](#). Each day of violation of this article shall constitute a separate offense. Prosecution in municipal court shall be in addition to other remedies provided in this article, by law, or in equity.

Sec. 24½-118. – Violation; suspension; appeal.

(a) Upon inspection of any resort or park, whenever the building official, the health officer, the fire chief, the chief of police, or their respective authorized designee, finds that conditions or practices exist at the resort or park which are in violation of any provision of this article, the building official shall issue to the owner of the resort or park or his or her agent a written notice setting forth each condition or practice that exists. The notice shall inform the owner or his agent that unless the condition or practice is corrected or stopped within the time specified in the notice, the license to operate the resort or park shall be suspended. The specified time for compliance shall be determined by the building official. At the end of the notice period, the building official shall re-inspect the resort or park and, if all conditions or practices stated in the notice have not

been corrected or stopped, the building official shall immediately suspend the license of the owner to operate the resort or park for the period of time the building official deems appropriate.

(b) Any person whose license to operate a resort or park is suspended shall have the right to have the suspension reviewed by the BBOAA. The BBOAA shall affirm or reverse the suspension of such license by the building official, by majority vote of its members present and voting at any regular or special meeting. If the decision of the building official is reversed by the BBOAA, the BBOAA may either reinstate the license or suspend it for a lesser period of time than that for which it was suspended by the building official. Any decision of the BBOAA in the appeal shall be final.

Section 2. That except as amended herein all other provisions of Chapter 24½ 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, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 4. Penalty Provision. Any person, firm, corporation or business entity violating this Ordinance if deemed guilty, and upon conviction thereof shall be fined as set forth herein. Each unlawful act or continuing day's violation under this Ordinance shall constitute a separate offense. The penal provision imposed under this Ordinance shall not preclude the City of Alvin from filing suit to enjoin the violation. The City of Alvin retains all legal rights and remedies available to it pursuant to local, state and federal law.

Section 5. 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 Charter of the City of Alvin, Texas.

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

Section 8. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND APPROVED on first and final reading on the _____ day of _____, 2019.

ATTEST: CITY OF ALVIN, TEXAS:

By: _____
Dixie Roberts, City Secretary

By: _____
Paul A. Horn, Mayor

ORDINANCE 19-Y

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 24½, MANUFACTURED HOMES AND MANUFACTURED HOME PARKS, BY AMENDING ARTICLE V. RECREATIONAL VEHICLE PARKS, AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

Section 1. That the Code of Ordinances, City of Alvin, Texas; is hereby amended by amending Article V, Recreational Vehicle Parks, which said article shall read as follows:

Article V. Recreational Vehicle Resorts and Parks

“Sec. 24½-85. – Purpose and intent.

(a) The city council finds that properly planned and operated Recreational Vehicle (RV) resort communities and parks:

(1) Promote the health and safety of the occupants or guests of such communities and of other nearby communities; and

(2) Encourage economical and orderly development of such communities and of other nearby communities.

(b) This ordinance is enacted to achieve orderly operation and maintenance of RV resorts and parks, and establishes minimum standards with which all RV resorts and parks must comply.

(c) No new recreational vehicle resorts or recreational vehicle parks will be allowed within the city limits. Any recreational vehicle resort or park located in the city legally, prior to the enactment of this article shall be allowed to remain, but shall not be allowed to expand or be modified, except as defined below, under any circumstance.

(d) An existing resort or park may expand by increasing the number of spaces confined within the resort or park, if all other provisions in this Code are met.

Sec. 24½-86. – Applicability.

(a) This article shall apply to all recreational vehicle resorts and parks to be licensed within the city limits. No person shall maintain or operate a recreational vehicle resort or park within the city's corporate limits except in conformity with this article.

(b) All recreational vehicle resort and park facilities and recreational vehicles shall conform, without limitation, to the codes and ordinances of the city, including the building, plumbing, electrical, and fire codes, and all applicable state and federal laws.

Sec. 24½-87. – Scope and jurisdiction.

(a) This article is intended to be all-inclusive of elements to be regulated by the city.

(b) Where differences occur between state and local standards affecting building, electrical, plumbing, and fire protection elements, the more restrictive code shall govern.

(c) Any decision to regulate elements of recreational vehicle resorts or parks as they relate to location affecting offsite impacts shall be the sole determination of the city.

(d) Federal regulations under the National Highway Traffic Safety Administration may supersede all or part of this article as applied to any category of regulated motor vehicles.

Sec. 24½-88. – Fees.

The schedule of fees as set forth in chapter 28 shall apply to this article.

Sec. 24½-89. – Definitions.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Accessory structure. Any structural addition to the recreational vehicle or site, including awnings, cabanas, carports, garages, porches, storage cabinets, storage sheds, and similar appurtenant structures. This does not include awnings or canopies that are built in the RV itself.

Agent. Any person authorized by the licensee of a recreational vehicle resort or park to be a representative, manager, or operator to maintain such recreational vehicle resort or park under the provisions of this article.

Building official. The building official, the fire marshal, or code compliance officer of the City of Alvin, Texas, or their designee.

City. The City of Alvin, Texas.

Code Compliance Official. The official of the city or his/her designee charged with the code enforcement of the provisions of this article.

Common access route. A private roadway which affords a principal means of access to individual recreational vehicle spaces or auxiliary buildings in a recreational vehicle resort or park.

Common parking area. A common area within a recreational vehicle park or resort for the parking of automobiles or other small vehicles of visitors and the temporary storage of trailered boats belonging to recreational vehicle resort or park occupants, the dimensions of which are at least one hundred eighty (180) square feet.

Driveway. A minor entrance-way off the common access route within a recreational vehicle resort or park or from a public street into an off-street parking area serving one or more recreational vehicle spaces.

Fencing. A masonry fence, wood fence or other opaque fencing pre-approved by the building official.

Habitable. There is no defect, damage, or deterioration to the recreational vehicle which creates a dangerous or unsafe situation or condition; that the plumbing, heating, and electrical systems are in safe working order; that the walls, floor, and roof are free from any substantial openings not designed; are structurally sound in accordance with laws of the state, and that all exterior doors and windows are in place.

Install or installation When used in reference to recreational vehicles and/or recreational vehicle resorts or parks, it shall mean the construction of the foundation systems, and the placement and erection of a recreational vehicle or components on the foundation system and includes supporting and proper connection of multiple or expandable sections or components.

Internal street. The same as common access route.

Licensee. Any person licensed to operate and maintain a recreational vehicle resort or park under the provisions of this article.

Lot. An individual space for a single recreational vehicle as defined herein.

Lot parking space. A space for the parking of vehicles which are located within the boundaries of a recreational vehicle lot.

Manager. A person/s that is responsible for the control, direction, management, supervision and/or maintenance of the RV resort or park seven (7) days per week, 24 hours a day. This person/s may or may not be the owner of the RV resort or park.

Occupant. Any person who occupies a recreational vehicle which is located in a recreational vehicle resort or park.

Owner. A person who has contractual responsibility for the property, or person who has the legal right of possession of the property.

Pad. The area within the lot set aside for the placement of the recreational vehicle.

Recreational vehicle (hereinafter referred to as "RV"). A vehicular-type camping unit primarily designed as temporary living quarters for recreational camping, travel, or seasonal use that either has its own motor power or is mounted on or towed by another vehicle. All RV's must be registered with the Texas Department of Motor Vehicles, and be "road ready." These vehicles include camping/pop-up trailers, fifth-wheel trailers, motor homes, recreational park trailers, travel trailers, and truck campers. Recreational vehicles must be certified by the manufacturer as complying with ANSI (American National Standards Institute), A119.2 for recreational vehicles and A119.5 park trailers.

A recreational vehicle is not a mobile home or a HUD-Code manufactured dwelling as defined in city codes and ordinances.

(a) *Camping/pop-up trailer*. A recreational vehicle that is mounted on wheels for towing by a motorized vehicle and constructed with side walls that collapse for towing and storage and unfold for use.

(b) *Fifth-wheel trailer*. A recreational vehicle designed to be towed by a motorized vehicle that contains a towing mechanism that is mounted above or forward of the tow vehicle's rear axle.

(c) *Motor home*. A recreational vehicle built on or permanently attached to a self-propelled motor vehicle chassis or on a chassis cab or van that is an integral part of the completed vehicle.

(d) *Recreational park trailer*. A recreational vehicle that meets the following criteria:

(1) Built on a single chassis mounted on wheels.

(2) Certified by the manufacturer as complying with ANSI (American National Standards Institute) A119.5.

(e) *Travel trailer*. A recreational vehicle designed to be towed by a motorized vehicle containing a towing mechanism that is mounted behind the tow vehicle's bumper.

(f) *Truck camper*. A recreational vehicle consisting of a roof, floor, and sides designed to be loaded onto and unloaded from the bed of a pickup truck.

Recreational vehicle park (hereinafter referred to as "park"). Any parcel of land development for the placement of recreational vehicles on a temporary basis, located and arranged on a tract of land which is less than ten (10) acres and which has been permitted for such purpose in compliance with this article, with the individual spaces being held under a common ownership and rented or leased to the occupants.

Recreational vehicle resort (hereinafter referred to as "RV Resort"). Any lot tract, or parcel of land ten (10) acres or more of unified development of recreational vehicle spaces provided for recreational vehicle use with community facilities and permitted permanent buildings developed for the placement of recreational vehicles on a temporary basis, located and arranged on a tract of

land which has been permitted for such purpose in compliance with this article, with the individual spaces being held under a common ownership and rented or leased to the occupants.

Site plan. A drawing showing the use of a parcel of land and the locations of existing and proposed buildings, drives, sidewalks, parking areas, drainage facilities, and other structures to be constructed in relation to surveyed boundaries, and are consistent with other City of Alvin existing ordinances (i.e. storm water drainage).

Uninhabitable. Is limited to the deterioration to an RV that has created a dangerous or unsafe situation or condition, and the RV is not structurally sound in accordance with the certification by the manufacturer as complying with ANSI (American National Standards Institute), A119.2, A119.5 or the International Building Code as presently adopted by the city. Uninhabitable RV's will not be allowed to remain within the city limits.

Sec. 24½-92. – Recreational vehicles outside licensed RV resort or park.

It shall be unlawful for any person to reside in a recreational vehicle or to connect a recreational vehicle to the city's water or sanitary sewer system within the corporate limits of the city except in a licensed recreational vehicle resort or park as authorized under this article.

Sec. 24½-93. – Emergency evacuation requirements.

During a National Weather Service issued Hurricane Warning or alert periods, RVs shall be:

- (1) Removed from the corporate limits of the city; or
- (2) Stored securely in a permanent building which meets all the requirements of the applicable standard codes included in this Code.

The RV park or resort owner shall provide the following minimum information to the occupants:

- (1) Informing the occupants of the advantage of evacuation prior to an evacuation order;
- (2) Providing staff and occupants with information about evacuation routes; and
- (3) Providing staff and occupants with a list of shelters.

Sec. 24½-94. – Buffering.

(a) RV resort property shall be buffered from other adjoining properties with earthen berms and/or landscaping. If fencing is erected, it shall be made from brick, stone, masonry, wood, or wrought iron or black-clad cyclone, at least six (6) feet in height on the property. The fence must be maintained in good repair as long as the RV resort remains in operation.

(b) If an RV resort is adjacent to a lake as an amenity, the fencing requirement is not required along the lake side.

Sec. 24½-95. – Size of RV resort density.

The minimum size of a RV resort shall be ten (10) acres.

Sec. 24½-96. – Office, restrooms, and other facilities; recreation area.

(a) Each RV resort must have a building or buildings for an office for the manager of the RV resort, a bathroom and shower facilities, and laundry facilities. All facilities used by occupants must be well lit inside and out. All facilities must meet applicable codes adopted by the city.

(b) Recreation areas include space for community buildings and community use facilities such as restroom and shower facilities, adult recreation (basketball court or tennis court), playgrounds for children, and swimming pools. All RV resorts will have at least one (1) furnished recreation area club house located as to be free of traffic hazards, and easily accessible to all RV resort occupants. Each club house can have a non-commercial kitchenette, as well as restrooms and a general seating area, stage area, exercise room, media/computer/business center, and attached patio, including a swimming pool, sauna, and hot tub. At a minimum, each RV resort will have one (1) swimming pool.

Sec. 24½-97. – Soil and ground cover.

Exposed ground surfaces in all parts of the RV resort shall be concrete or paved, or protected with vegetative cover that is capable of preventing soil erosion and eliminating dust. All pavements shall be kept in good repair.

Sec. 24½-98. – Landscaping.

The RV resort owner or manager shall be responsible for maintaining the entire area of the RV resort free of dry brush, leaves, limbs, or weeds.

Sec. 24½-99. – Storage, collection and disposal of refuse and garbage.

The RV resort owner or manager shall pick up daily all refuse from each pad site or according to RV resort rules and regulations.

Sec. 24½-100. – Water.

(a) All water lines and connections must comply with city and state codes.

(b) The RV resort owner or manager shall have complete maintenance responsibility for the water system within the RV resort.

(c) The city has no maintenance responsibility for service lines within the RV resort. The responsibility of the city stops at the property line.

Sec. 24½-101. – Waste Water.

All waste water lines and connections must comply with city and state codes. Each RV resort shall be required to connect to city water and sewer mains.

Sec. 24½-102. – Streets.

(a) “No parking” signage must be installed and maintained along the entrance road to RV resort.

(b) All internal streets shall be built in compliance with city standards.

(c) All streets shall have standard street signs erected at appropriate points.

(1) All lots, pads, or spaces shall be sequentially numbered and the numbers shall be displayed in a manner that is clearly visible from the street.

(2) Adequate security lighting shall be provided to illuminate all common areas and RV lots.

(3) Street lights shall be provided along all internal streets at a maximum spacing of three hundred (300) feet between lights and at all street intersections.

(4) Directional lighting methods shall be used when installing building or street lights. The direction of the light shall be downward. Upward or outward lighting will not be acceptable. Directional lighting will prevent unnecessary or unwanted light spill over into adjacent areas or properties.

Sec. 24½-103. – Parking.

(a) A minimum of (one) 1 off street parking space shall be provided for each RV lot space.

(b) Off-street parking areas must be provided for visitors and guests.

(c) The minimum lot parking size shall be nine (9) feet in width by twenty (20) feet in depth and made of concrete.

Sec. 24½-104. – Sidewalks.

A pedestrian walkway plan shall be submitted in conjunction with the landscape plan.

Sec. 24½- 105. – Electrical service.

Each lot within the RV resort shall be provided with an approved electrical wiring system electrical service. All electrical service shall be installed underground from the secondary meter to the lot and installed in accordance with the National Electrical Code. All electrical distributions and connections must comply with applicable city and state codes.

Sec. 24½-106. – Size of individual sites; pad requirements.

Each recreational vehicle lot within the RV resort shall have a minimum area of nine hundred fifty (950) square feet.

Sec. 24½-107. – Dumpsters.

Garbage dumpster(s) shall be provided by the RV resort in the size and numbers appropriate for the number of lots. The dumpster pad shall be constructed of concrete. The fencing for the dumpster shall be constructed of CMU with heavy duty steel gating, and must not be easily recognized as a dumpster. Pickup service shall be provided no less than once weekly.

Sec. 24½- 108. – Rules and regulations for RV resorts and parks to be adopted by owner.

(a) Each owner or his/her agent shall comply with all applicable regulations of the city. In addition, it shall be the duty of the owner to prescribe rules and regulations for the management of the resort or park, to make adequate provisions for the enforcement of such rules, and to subscribe to all subsequent rules and regulations which may be adopted for the management of the resort or park. Copies of all the rules and regulations shall be furnished to the building official upon request.

(b) It shall be the duty of each owner or manager to keep a register containing a record of all visiting guests. The register shall contain the following information:

(1) The name and home address of the owner of each recreational vehicle or guest.

(2) The make, model, year, license, and state of issue of tow vehicle, motor-powered recreational vehicle, and a copy of a valid driver's license along with proof of insurance for guests.

(3) The date of arrival and departure of each recreational vehicle or guest.

(4) The location of each recreational vehicle within the resort by unit number and street address.

(5) The name, address, and phone number of contact in case of emergency.(6) The register shall be kept available at all time for inspection by law enforcement officers.

(c) Maintain current site map of the premises showing location, size, and depth of all utility, gas, or other lines within the RV resort.

Sec. 24½-109. – License issuance.

(a) *License required.* It shall be unlawful for any person to operate a RV resort or park unless such person holds a valid license issued in the name of the person for a specific resort or park.

(b) *Application for license.*

(1) All applications for a license to operate an RV resort or park shall be on forms furnished by the city, signed by the applicant, and accompanied by the annual license fee. The application shall contain the following:

- a. The name, address and contact phone number of the applicant. If the applicant is not the owner of the premises on which the RV resort or park is located, the applicant shall provide the name and address of the owner with a copy of the lease between the applicant and the owner;
- b. The day and night phone number for the owner or manager;
- c. The RV resort or park's street address; and
- d. The legal description of the RV resort or park.

(2) If the applicant is not the owner, the applicant must be a lessee of the owner pursuant to a written lease having a remaining term (including any provisions for renewal and extension of such lease) of not less than the term for which the license will be issued.

(3) The building official shall grant such application and issue a license to operate an RV resort or park to the applicant unless he or she finds the information contained in the application to be inaccurate.

(4) The park must comply with all code standards prior to issuance of a license.

(c) *License fee.* Each resort or park shall pay an annual license fee in addition to a fee for each recreational vehicle lot as set forth in chapter 28.

(d) *License expiration.* The license shall expire on January 31 of each calendar year following the year in which it is issued. All licenses shall be renewed on or before January 31 of each year.

(e) *Application for license renewal.* Each year a resort or park owner shall make application to renew a license to operate a resort or park and shall submit the annual license fee. All terms of the initial license issuance applies to license renewal. An application for a renewal license shall reflect any change in the information from the preceding application. The building official shall grant such application unless the information contained therein is inaccurate or unless the building official believes that the licensee committed or allowed a violation of any provision of this article applicable to such resort or park to occur and which has not been corrected.

(f) *Renewal of suspended license prohibited.* A suspended license may not be renewed during the period for which it was suspended.

Sec. 24½-110. – Transfer of license; fee.

(a) Any person desiring to purchase an existing resort or park shall apply for a transfer of license on forms furnished by the city. The transfer of license application shall be signed by the licensee and shall contain information as the building official may reasonably require to assure the building official that the resort or park is being and will be operated in compliance with all the requirements of this article. The transfer of license application shall be accompanied by the license transfer fee as set forth in chapter 28.

(b) A suspended license may not be transferred during the period for which it was suspended.

Sec. 24½-111. – Appeal from denial of license.

Any person whose application for a license to operate a RV resort or park is denied, or any person whose application to renew or transfer such license has been denied by the building official, may appeal to the Building Board of Adjustment & Appeals (BBOAA) and shall be granted a hearing on the matter. The BBOAA shall affirm or reverse the denial of such application by the building official, by majority vote of its members present and voting at any regular or special meeting. If the decision of the building official is reversed by the BBOAA, the building official shall issue the license or any renewal or transfer the same with such requirements as the majority of the BBOAA may reasonably require. Any decision of the BBOAA in such appeal shall be final.

Sec. 24^{1/2}-112. – Maintenance and operation of RV resorts and parks

(a) Fire safety standards.

(1) *Storage and handling of liquefied petroleum gases.* In RV resorts and parks in which liquefied petroleum gases are stored and dispensed, their handling and storage shall comply with requirements of chapter 9.

(2) *Storage and handling of flammable liquids.* In RV resorts and parks in which gasoline, fuel, oil, or other flammable liquids are stored and/or dispensed, their handling and storage shall comply with the provisions of chapter 9.

(3) *Firefighting.* Approaches to all lots shall be kept clear at all times for access by firefighting equipment. The RV resort or park shall provide an adequate water supply for fire department operations which shall be connected to the city's public water supply system. This shall include standard city fire hydrants located within three hundred (300) feet of all lots measured along the driveways and internal streets of the RV resort. The fire hydrants shall be made available for periodic inspection by the city's fire department and water department. The adequacy of the water supply for firefighting shall be determined by state standards and the fire code adopted by the city.

(4) *Barbecue pits, fireplaces, and stoves.* All fireplaces, wood burning stoves, chimneys, chimeneas and other forms of outdoor cooking shall be located, constructed, maintained and used as to minimize fire hazards and smoke nuisance both in the area where used and in neighboring area of the RV resort or park. No uncontained open fire shall be permitted in the RV resort or park.

(5) *Portable fire extinguishers.* Portable fire extinguishers shall be located throughout the RV resort or park in compliance with city ordinances and any applicable state or federal regulations.

(6) *Extension cords.* Extension cords shall not be permitted, except the electrical supply cord that is UL listed for recreational vehicles and complies with the fire code adopted by the city.

(7) *Fire department access.* All RV resorts and parks shall comply with the fire department access requirements of chapter 9.

(b) Insect and rodent control. Grounds, buildings, and structures shall be maintained free of insect and rodent harborage and infestation. Extermination methods and other measures to control insects and rodents shall conform to the requirements of the city health official.

Sec. 24½-113. – Telephone.

A minimum of one (1) landline telephone shall be provided in an easily accessible location twenty-four (24) hours a day, seven (7) days a week, for emergency use.

Sec. 24½-114. – Accessory structures.

The individual lots within RV resorts and parks, and/or individual RVs, are not allowed to have accessory structures as defined herein. Additionally, all RVs must be removeable within one (1) hour notice by the RV resort or park owner or manager.

Sec. 24½-115. – Sanitary facilities.

Sanitary facilities shall be provided at amenity locations such as lakes, pools, spas, etc. Such facilities must meet all requirements of the City of Alvin Ordinances.

Sec. 24½-116. – Inspection of RV resorts and parks.

(a) The building official, the health official, the fire chief, the chief of police or their respective authorized designees, shall have the right and are hereby directed at all reasonable times to enter upon any premises for which a license to operate a park has been issued for the purpose of determining satisfactory compliance with this chapter and all other applicable ordinances and laws. The official shall present proper identification upon request.

(b) The RV resort owner or manager shall be responsible for insuring that all RV utility connections, common facilities, and grounds comply with this chapter.

(c) RV resort or park owners and managers shall permit the building official to enter and inspect the RV resort or park, without prior notice, during the hours of 8:00 a.m. to 5:00 p.m., Monday through Saturday.

(d) In case of emergency, where extreme hazards are known to exist that may involve imminent injury to persons, loss of life, or severe property damage, the building official may enter the premises at any time. The building official is hereby authorized to obtain a search warrant as provided by law if denied admission to inspect any such premises.

Sec. 24½-117. – Penalty.

Any person who violates any provision, restriction or requirement of this article shall be guilty of a misdemeanor which shall be punishable by a fine not to exceed the amount as prescribed by [section 1-5](#). Each day of violation of this article shall constitute a separate offense. Prosecution in municipal court shall be in addition to other remedies provided in this article, by law, or in equity.

Sec. 24½-118. – Violation; suspension; appeal.

(a) Upon inspection of any resort or park, whenever the building official, the health officer, the fire chief, the chief of police, or their respective authorized designee, finds that conditions or practices exist at the resort or park which are in violation of any provision of this article, the building official shall issue to the owner of the resort or park or his or her agent a written notice setting forth each condition or practice that exists. The notice shall inform the owner or his agent that unless the condition or practice is corrected or stopped within the time specified in the notice, the license to operate the resort or park shall be suspended. The specified time for compliance shall be determined by the building official. At the end of the notice period, the building official shall re-inspect the resort or park and, if all conditions or practices stated in the notice have not

been corrected or stopped, the building official shall immediately suspend the license of the owner to operate the resort or park for the period of time the building official deems appropriate.

(b) Any person whose license to operate a resort or park is suspended shall have the right to have the suspension reviewed by the BBOAA. The BBOAA shall affirm or reverse the suspension of such license by the building official, by majority vote of its members present and voting at any regular or special meeting. If the decision of the building official is reversed by the BBOAA, the BBOAA may either reinstate the license or suspend it for a lesser period of time than that for which it was suspended by the building official. Any decision of the BBOAA in the appeal shall be final.

Section 2. That except as amended herein all other provisions of Chapter 24½ 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, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 4. Penalty Provision. Any person, firm, corporation or business entity violating this Ordinance if deemed guilty, and upon conviction thereof shall be fined as set forth herein. Each unlawful act or continuing day's violation under this Ordinance shall constitute a separate offense. The penal provision imposed under this Ordinance shall not preclude the City of Alvin from filing suit to enjoin the violation. The City of Alvin retains all legal rights and remedies available to it pursuant to local, state and federal law.

Section 5. 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 Charter of the City of Alvin, Texas.

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

Section 8. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.



AGENDA COMMENTARY

Meeting Date: 11/7/2019

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider Resolution 19-R-40, accepting the petition for annexation of 5.058 acres, more or less, parcel of land located at 3513 County Road 161, in Brazoria County, Texas; setting an annexation schedule that includes public hearings on December 5, 2019 and December 19, 2019; providing for open meetings and other related matters.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Plat Discussion & Direction Other

Summary: Blake and Kelley Lacy are petitioning the City to annex approximately 5.058 acres of land, located at 3513 County Road 161, for the purpose of developing the tract by constructing a multi-phase business park.

This Resolution will set two public hearings for December 5, 2019, and December 19, 2019. Staff recommends approval of Resolution 19-R-40.

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:** 10/31/2019 SLH

Supporting documents attached:

- Resolution 19-R-40
- Exhibit A and Exhibit B
- Request & Petition to Annex to the City Council of the City of Alvin For Annexation of Property

Recommendation: Move to approve Resolution 19-R-40, accepting the petition for annexation submitted by Blake and Kelley Lacy and approving the annexation schedule to include public hearings on December 5, 2019 and December 19, 2019.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

RESOLUTION NO. 19-R-40

A RESOLUTION OF THE CITY OF ALVIN, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF A 5.058 ACRE, MORE OR LESS, PARCEL OF LAND LOCATED ALONG COUNTY ROAD 161, IN BRAZORIA COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

WHEREAS, after review and consideration of such petition for annexation, the City Council finds that the property is exempt from the City’s annexation plan pursuant to §43.052 (h)(2) of the Local Government Code; and

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

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

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

Section 2. Proceedings. The petition for annexation of all portions of the following property not previously annexed into the City, and the draft services plan shown in Exhibit “B,” submitted by Petitioner, are hereby accepted:

A tract containing 5.058 acres out of lot number twenty-nine (29) of the Willdford and Arnim Subdivision of Section 10 H.T.& B.R.R. Survey, Abstract 478, Brazoria County, Texas, and being more fully described in Exhibit A attached hereto and incorporated herein for all purposes. Along with that certain portion of County Road 161 (right-of-way 60 feet in width) recorded in volume 1069 page 371 of the Brazoria County Deed Records adjoining said 4.678 acre tract being more particularly shown in Exhibit “A” attached hereto and incorporated herein for all purposes.

Two (2) public hearings are set for the dates of December 5, 2019, and December 19, 2019. 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 7th day of November 2019.

THE CITY OF ALVIN, TEXAS

ATTEST

Paul A. Horn, Mayor

Dixie Roberts, City Secretary

EXHIBIT "A"

TRACT OF LAND CONTAINING 4.678 ACRES OUT OF LOT TWENTY-NINE (29) OF THE WILLDFORD AND ARNIM SUBDIVISION OF SECTION 10, HT & BRR SURVEY, ABSTRACT 478, BRAZORIA COUNTY, TEXAS, AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Southeast corner of said Lot No. 29, from which a found 1 Inch Iron pipe bears South 26 deg. 41 min. West, a distance of 0.85 feet;

THENCE North 18 deg. 00 m n. 00 sec. West, 736.61 feet along the Easterly boundary line of said Lot 29 to a point for corner, from which a found 1 inch Iron pipe bears South 03 deg. 52 min. East, a distance of 1.50 feet;

THENCE South 72 deg. 00 m n. 00 sec. West, 276.63 feet along the right of way of County Road 161 to a 1 Inch iron pipe found for corner;

THENCE South 18 deg. 00 m n. 00 sec. East, a distance of 736.61 feet to a 1 inch iron pipe found for corner;

THENCE North 72 deg. 00 m n. 00 sec. East, 276.63 feet along the Southerly boundary line of said Lot 29 to the PLACE OF BEGINNING, containing 4.678 acres of land, more or less.

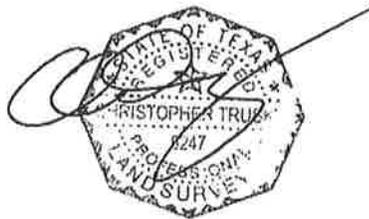
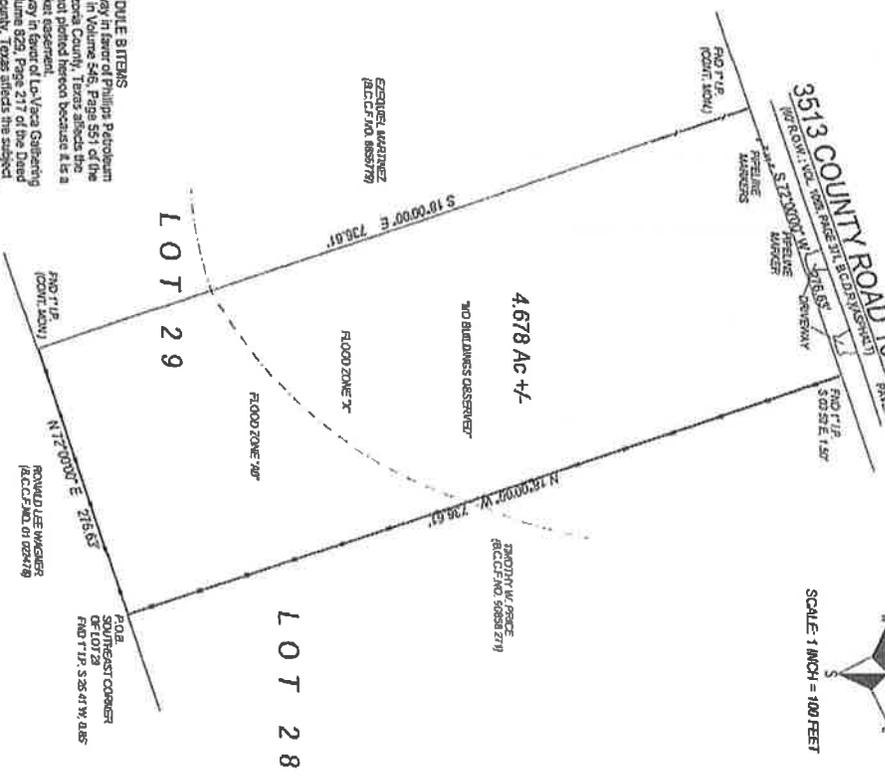




Exhibit A - Prop. Lacy Annexation



3513 COUNTY ROAD 161
 PARALLEL
 TO ROW 1, VOL. 908, PAGE 311, BROWN COUNTY DEED RECORDS



ALTAIANSPS LAND TITLE SURVEY
 A TRACT CONTAINING 4.678 ACRES OUT OF LOT NUMBER TWENTYNINE (29) OF THE WILDFIRE AND PENNA SUBDIVISION SECTION 10, T. 8 & B. R. CO. SURVEY, FARRIS COUNTY TEXAS, AND BEING MORE FULLY DESCRIBED BY NOTES AND BOUNDS ON ATTACHED EXHIBIT 'A'.

For: Extra Checker LLC and Alamo Title Co., exclusively.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTAIANSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS. The redwork was completed on June 15, 2016.

Christopher Trudy
 RPLS No. 5947
 Land Survey Co./LLC
 Firm Reg. No. 10045206
 281-338-4008



Notice:
 Basis of bearings is the right of way of County Road 161, as described on monumented.

According to FINAL COMPANHY Patent No. 4803901658H, dated 6/30/03, this property lies in Flood Zone 'X' and 'AO'. Surveyor makes no representation as to whether or not this property may flood. Division line between Flood Zone 'AO' and 'X' as shown hereon is scaled from the FEMA FIRMA and therefore is in an approximate location only. No field surveying was performed to determine elevation of this tract.

Property subject to blanket pipeline right of way in favor of Phillips Petroleum Co. as described in Vol. 546, Page 551, of the Deed Records of Brazoria County, Texas. The subject property but is not platted hereon because it is a blanket easement.

Survey performed in connection with the transaction described in G.F. No. ATCH-88F-ATCH-1807994-110A of Alamo Title Co. upon which surveyor relied for all matters affecting the subject property.

SCHEDULE E BITEAMS

10.1) Pipeline right of way in favor of Phillips Petroleum Company as described in Volume 546, Page 551 of the Deed Records of Brazoria County, Texas affects the subject property but is not platted hereon because it is a blanket easement.

10.6) Pipeline right of way in favor of La Vaca Gathering Co. as described in Volume 929, Page 217 of the Deed Records of Brazoria County, Texas affects the subject property but is not platted hereon because it is a blanket easement.

10.12) Road right of way in favor of Brazoria County as described in Volume 1069, Page 371, Brazoria County Deed Records is platted hereon and refers to the right of way of County Road 161.

Exhibit "B"

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

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

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

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

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

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

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

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

A. Police protection as follows:

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

B. Fire protection and Emergency Medical Services as follows:

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

C. Solid waste collection services as follows:

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

D. Animal control as follows:

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows:

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

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

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

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

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

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

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

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

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

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF ALVIN
FOR ANNEXATION OF PROPERTY

WHEREAS, the undersigned is the owner of a certain tract of property located within Brazoria County, Texas, such property more particularly described hereinafter by true and correct legal description (referred to herein as the “subject property”);

WHEREAS, the undersigned has sought the annexation of the subject property by the City of Alvin, Texas (hereinafter sometimes referred to as “City”), in order to obtain the benefits of City services to the subject property by the City;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City;

WHEREAS, the City, pursuant to §43.021 of the Texas Local Government Code and the request of the property owner, is authorized to annex the subject property; and

WHEREAS, the undersigned agrees and consents to the annexation of the subject property by the City and further agrees 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, the undersigned by this Petition and Request:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Alvin, Texas, of all portions of the subject property not previously annexed into the City and further described as follows:

A tract containing 5.058 acres out of lot number twenty-nine (29) of the Willdford and Arnim Subdivision of Section 10 H.T.& B.R.R. Survey, Abstract 478, Brazoria County, Texas, and being more fully described in Exhibit “A,” attached hereto and incorporated herein for all purposes. Along with that certain portion of County Road 161 (right-of-way 60 feet in width) recorded in volume 1069 page 371 of the Brazoria County Deed Records adjoining said 4.678-acre tract being more particularly shown in Exhibit “A,” attached hereto and incorporated herein for all purposes.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including water and general governmental services as set forth in the municipal services plan.

SECTION THREE: Acknowledges and represents having received, read and understood the attached Service Plan, attached hereto as Exhibit “B” (proposed to be applicable to and adopted

for the subject property), and that such Service Plan is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and Municipal Service Plan, publish notice, and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all city services to the subject property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Municipal Service Plan.

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Alvin and in the real property records of Brazoria County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the subject property.

FILED this 31 day of October 2019, with the City Secretary of the City of Alvin, Brazoria County, Texas.

Petitioner: Blake Lacy

By: Blake Lacy, Owner

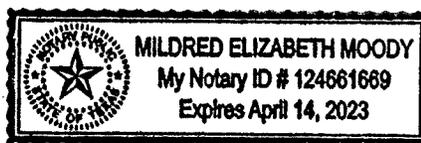
Petitioner: Kelley Lacy

By: K. Lacy, Owner

STATE OF TEXAS

§
§
§

COUNTY OF BRAZORIA



BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Blake and Kelley Lacy, Owners of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 31 day of October 2019.

(SEAL)

Mildred Elizabeth Moody
Notary Public - State of Texas



ALVIN BUSINESS PARK

3545 CR 161, ALVIN TX 77511

Subject: Request to voluntarily annex into the city of Alvin.

To: Michelle Segovia
City Engineer

As discussed in our city pre-development meetings I am formally requesting to annex into the city of Alvin as soon as possible.

The property below is wholly owned by myself and my wife and is located on the border of the city limits on CR 161 off of Mustang Road.

We are requesting to be annexed based on the understanding that we will be allowed to develop the small business park we have discussed in our pre-development meetings and as part of this development, we will be allowed to connect to city water and sewer.

We respectfully request that the city consider and grant our request as soon as possible.

Location of subject property.

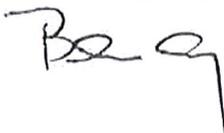
3513 County Road 161, Alvin TX 77511

Property ID: 174430

Geo ID: 0478-0022-118

Owners: LACY BLAKE & KELLEY

Sincerely,
Blake Lacy (409) 750-3090



Kelley Lacy (832) 671-9127



Mailing address:
138 Lily Lane, Rosharon TX 77583



AGENDA COMMENTARY

Meeting Date: 11/7/2019

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a Memorandum of Understanding (MOU) between the City of Alvin and the Brazoria County Conservation and Reclamation District No. 3 (C&R#3) for the development of the new Fire/EMS building to be located at the northeast corner of South Street and Bellaire Boulevard, as it relates to providing for adequate stormwater detention and floodplain fill mitigation storage for the site; and authorize the Mayor to sign.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Plat Discussion & Direction Other

Summary: This MOU allows for the City and C & R #3 to work in cooperation to provide the required stormwater detention and floodplain mitigation storage for the development of the combination Fire and EMS Station to be constructed on the 5.4 acres of City owned property located at the northeast corner of South Street and Bellaire Boulevard.

As stated in the MOU, the C & R #3 would provide up to 5 acre-feet of stormwater detention and floodplain fill mitigation storage for the site in one of their existing regional detention pond facilities at no charge to the City. An additional amount of floodplain fill mitigation storage, not to exceed ten (10) acre-feet, is available for the City to purchase from the district for \$15,000 per acre-foot (not to exceed \$150,000) which is \$5,000 less per acre-foot than the district currently charges. The Fire/EMS site, as currently designed, requires approximately 14 acre-feet of detention and floodplain fill mitigation storage.

C&R #3 approved the MOU at their meeting on November 5, 2019.

Funding would come from the 2019 Certificate of Obligations. Staff recommends approval of the MOU.

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:** 10/31/19 SLH

Supporting documents attached:

- MOU with C & R #3 for the purchase of detention and floodplain fill mitigation credits

Recommendation: Move to approve a Memorandum of Understanding (MOU) between the City of Alvin and the Brazoria County Conservation and Reclamation District No. 3 (C&R#3) for the development of the new Fire/EMS building to be located at the northeast corner of South Street and Bellaire Boulevard, as it relates to providing for

adequate stormwater detention and floodplain fill mitigation storage for the site; and authorize the Mayor to sign.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

**MEMORANDUM OF UNDERSTANDING
BETWEEN
BRAZORIA COUNTY C&R DISTRICT NO. 3
AND THE CITY OF ALVIN**

This Memorandum of Understanding (“MOU”) is entered into as of the _____ day of November 2019, (“Effective Date”), by and between the City of Alvin, a municipal corporation located in Brazoria County, Texas (hereinafter referred to as “City”), and the Brazoria County Conservation & Reclamation District Number Three, a conservation and reclamation district, acting through its duly authorized representative (hereinafter referred to as “C&R #3”), and collectively referred to as the “Parties.”

Pursuant to the authority granted by the “Texas Interlocal Cooperation Act,” Chapter 791 of the Texas Local Government Code, providing for the cooperation between local governmental bodies, the Parties hereto, in consideration of the promises and mutual promises contained herein, agree as follows:

WHEREAS, this MOU is made under the authority of Sections 791.001 through 791.029 of the Texas Government Code; and

WHEREAS, the Parties, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that Party; and

WHEREAS, the governing bodies of each Party find that the subject of this MOU is necessary for the benefit of the public and that each Party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this MOU is in the common interest of both Parties; and that the division of cost fairly compensates the performing party for the services performed under this MOU; and

WHEREAS, the City and C&R #3 are parties to an agreement that promotes and protects the public health, safety and welfare by minimizing public and private losses resulting from flood conditions through joint efforts on common projects for the common good and welfare of the citizens of the City of Alvin; and

WHEREAS, the Parties to this MOU recognize the mutual benefit of collaborative partnering and this MOU serves as an indication of continued interest in cooperation of the Parties; and

WHEREAS, the City of Alvin owns approximately 5.4 acres located at the northeast corner of South Street and Bellaire Boulevard in Alvin, Brazoria County, Texas (“Proposed Fire and EMS Site”); and

WHEREAS, both Parties share a mutual interest in partnering to provide for adequate stormwater detention and floodplain mitigation for the development of the City’s proposed combination Fire/EMS Station to be located at the northeast corner of South Street and Bellaire Boulevard in Alvin, Texas;

THEREFOR AND IN CONSIDERATION of the mutual obligations and benefits to be derived hereunder, the City and C&R #3 hereby find, determine and agree as follows:

1. The facts and matters set forth in the preamble hereof are true and correct and the responsibilities stated herein are hereby adopted by both Parties.
2. The Parties agree that their respective responsibilities are as follows:

Brazoria County C&R District No. 3 agrees to provide the following:

- a. Stormwater detention and/or floodplain fill mitigation storage for the proposed Fire and EMS Site in the amount of five (5) acre-feet, at no cost to the City.
- b. Floodplain fill mitigation for the proposed Fire and EMS Site in an amount not to exceed ten (10) acre-feet, at a unit price of \$15,000 per acre-foot, not to exceed \$150,000.

The City of Alvin agrees to provide the following:

- a. Engineered drainage plans for the proposed Fire and EMS Site acceptable to the District.
- b. Payment for floodplain fill mitigation credits that are required for the proposed development of the site based on a unit price of \$15,000 per acre-foot, not to exceed \$150,000.

3. The contact points of each Party shall be:

City – Junru Roland	281-388-4230
C&R – Richard McLaren	281-331-3433

4. Either Party may terminate this MOU upon thirty (30) days written notice provided to the other Party.

GENERAL PROVISIONS

1. All Parties recognize and agree that nothing herein shall be construed to create any rights in third parties.
2. Indemnification. The Parties expressly agree that no party shall have the right to seek indemnification or contribution from any other party hereto for any losses, costs, expenses, or damages directly or indirectly arising in whole or in part, from this MOU.
3. Execution and modifications. This MOU is binding only when signed by both parties. Any modifications or amendments must be in writing and signed by both parties.
4. Assignment. The rights and obligations of this MOU shall not be assigned without prior written consent of each party.
5. Force Majeure. Each party shall be excused from any breach of this MOU which is proximately caused by government regulations, war, strike, act of God, or other similar circumstances normally deemed outside the control of well-managed businesses.
6. Entire Agreement. This MOU contains the entire understanding of the parties with respect to the development of the Fire and EMS Site and supersedes all other written and oral agreements between the parties with respect to this site. It is acknowledged that other contracts may be executed. Such other agreements are not intended to change or alter this MOU unless expressly stated in writing.
7. Venue and Governing Law. This MOU and all obligations created hereunder shall be performable in Brazoria County, Texas. This MOU shall be construed and enforced in accordance with and governed by the laws of the State of Texas.
8. Independent Contractor Status. This MOU will not be construed as creating an employer/employee relationship between any of the parties.
9. Liability and Immunity. The parties recognize that in the event of an accident causing damage or injury, liability would be determined under the Texas Tort Claims Act. The parties do not waive or relinquish any immunities or defenses on behalf of themselves, their trustees, officers, employees, and agents, as a result of the execution of this MOU and performance of the functions or obligations described herein.
10. Provisions. If any provision or provisions of this MOU shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11. Notice. Any notices required by this MOU shall be made as follows:

If to the District: Brazoria County C&R District No. 3
P.O. Box 789
Alvin, Texas 77512-0789
Phone: (281) 331-3433
Fax: (281) 331-6761
Attn: Chairman

If to the City of Alvin: City of Alvin
216 W. Sealy Street
Alvin, Texas 77511
Phone: (281) 388-4278
Fax: (281) 331-7215
Attn: Mayor

12. The parties must make every reasonable attempt to resolve in an amicable manner all disputes concerning the interpretation of this MOU.
13. Intending to be legally bound, the Parties hereto have executed this MOU effective as of the effective date of the MOU stated on page one of this document.
14. The governing bodies of all the Parties to this MOU have authorized this agreement.
15. Each Party to the MOU is paying for the performance of the MOU from current revenues. Each Party is paying fair compensation for the services or products rendered.
16. Each Party to the MOU is authorized by law to perform the functions or services to be performed under this MOU.

The City executes this MOU by and through its Mayor acting pursuant to authorization of its City Council and C&R #3 executes this MOU by and through its Commissioners so authorizing.

CITY OF ALVIN

By _____
Mayor, Paul A. Horn

Date _____

BRAZORIA COUNTY C&R NO. 3

By _____
Commissioner, Jody Schibi
Chairman

Date _____

BRAZORIA COUNTY C&R NO. 3

By _____
Commissioner, Ricky Kubeczka
Secretary

Date _____

BRAZORIA COUNTY C&R NO. 3

By _____
Commissioner, Alfred Froberg, Jr.
Treasurer

Date _____



AGENDA COMMENTARY

Meeting Date: 11/7/2019

Department: Economic Development

Contact: Larry Buehler, Director

Agenda Item: Consider a Chapter 380 Agreement with Cline Crossing Partners, Ltd. to permit the construction of certain improvements necessary for the operation of a Class "A" apartment development; and authorize the Mayor to sign said Agreement upon legal review.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Plat Discussion & Direction Other

Summary: On October 17, 2019, the Cline Crossing Partners, Ltd. (the Company) submitted a proposal to the City requesting certain administrative actions to permit the construction of certain improvements necessary for the operation of a Class "A" apartment development, which is defined as upscale, luxury apartments, enhanced greenspace/landscaping, enhanced swimming pool, and a clubhouse/common space/business center, etc., which will appreciate in value. These improvements will have an estimated value of \$12,500,000. The City will allow for up to 24 units per building, and all other portions of the City of Alvin Ordinances will be followed by the developer/owner. The agreement will be for three (3) years to ensure the improvements are completed and the new value is created.

Staff recommends approval of this Agreement.

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:** 10/31/2019 SLH

Supporting documents attached:

- Chapter 380 Agreement with exhibits for Cline Crossing Partners, Ltd.

Recommendation: Move to approve a Chapter 380 Agreement with Cline Crossing Partners, Ltd to permit the construction of certain improvements necessary for the operation of a Class "A" apartment development; and authorize the Mayor to sign said Agreement upon legal review.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT (the “Agreement”) is made and entered into by and between the City of Alvin, Texas, a home rule municipality organized under the Constitution and laws of the State of Texas, located in Brazoria County, Texas (the “City”), and Cline Crossing Partners, Ltd, (the “Company”),

WITNESSETH:

WHEREAS, pursuant to the provisions of Chapter 380 of the Texas Local Government Code, it is the established policy of the City to adopt such reasonable programs and measures from time-to-time as are permitted by law to promote local economic development, to attract industry, to create and retain primary jobs, to expand the growth of the City, and to stimulate business and commercial activity in the City thereby enhancing the economic stability and growth of the City; and

WHEREAS, on October 17, 2019, the Company submitted a Proposal to the City requesting certain administrative actions to permit the construction of certain improvements necessary for the operation of a Class “A” apartment development, which are defined as upscale, luxury apartments, which will appreciate in value (the “Project”), a copy of which Proposal is attached hereto as **Exhibit “A,”** and made a part hereof; and

WHEREAS, the Company proposes to include new improvements on the Property to enhance the project that will include greenspace, a detention lake, and swimming pool (collectively, the “Improvements”), more particularly described in **Exhibit “B,”** attached hereto and made a part hereof; and

WHEREAS, the Company has acknowledged and agreed in its application to the City to receive a public subsidy, as defined by Section 2264.001(3) of the Texas Government Code, that it does not and will not employ any undocumented workers in any aspect of the construction of the Improvements; and

WHEREAS, the Company agrees, in each year this Agreement is in effect, that it will take all actions necessary to place all taxable improvements and real property of the Project on the tax rolls of Brazoria County Appraisal District (BCAD) for the payment of ad valorem taxes by the Company, its successors and assigns; and

WHEREAS, the City agrees that in order to induce the Company to construct the Improvements on the Property, it will take all lawful and appropriate administrative actions (collectively the “Actions”), to permit and authorize the construction and operation of the Property as set forth in **Exhibit “C,”** attached hereto and made a part hereof; and

WHEREAS, the Company has agreed, in exchange and as consideration for the Actions, to satisfy and comply with certain terms and conditions of this Agreement; and

WHEREAS, this Agreement is found by the City Council of the City to be suitable for the stimulation and development of business operations on the Property, the increase of taxable property in the City, the development and improvement to existing property, and a better quality of place/life for the surrounding area to the Property, the creation of construction jobs, and the economic benefit for the City in general, and for the property values of property immediately adjacent to the Property;

NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the City and the Company agree as follows:

1. The Company covenants and agrees that it will design and construct a “Class A” upscale apartment project, complete with amenities as described in **Exhibit “B,”** to include enhanced greenspace/landscaping, enhanced swimming pool, and a clubhouse/common space/business center, etc. The Company further agrees to follow all other elements of the City of Alvin ordinances for the Project.

2. The Company further agrees, pursuant to Texas Tax Code Section 22.01(c) to render for taxation the Property, Fixtures and Improvements to the Brazoria County Appraisal District (the “BCAD”), beginning no later than December 1, 2020, and will provide the City Manager, with a complete copy of such rendition to the BCAD each year this Agreement is in effect. The rendition shall include the Company’s name, location, address, applicable BCAD tax account numbers, and a description of the land, improvements and fixtures. This Agreement shall be effective as of the date of its execution as set forth below (the “Effective Date”) and terminate three (3) years from the Effective Date, unless extended by mutual agreement and in writing by the City Council and the Company.

The Company agrees that its obligations under this paragraph to render the Property, Fixtures and the Improvements for taxation to the BCAD shall survive any termination of this Agreement, including a termination for default by the Company.

3. The Company covenants and agrees to deliver to the City Manager within forty-five (45) days of the Effective Date of this Agreement, a certified copy of the recorded deed to the Property (the “Deed”). Thereafter, the Company covenants and agrees that the construction of the Improvement and the acquisition of any required permits and licenses shall be completed not more than ninety (90) days from the date the Deed is recorded in the deed records of Brazoria County, Texas (the “Record Date”).

The parties agree that the construction of the Improvements on the Property shall be completed by the end of December 2021.

Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the City Council of the City. A failure by the Company to construct the improvements within these time deadlines, without an agreement of an extension of a deadline by the City Council, shall constitute an event of default for which the City may terminate this Agreement.

If Company has not satisfied the requirements and conditions within the time frames described in Article 2, the City may terminate this Agreement. If the Agreement is terminated by the City for a violation by Company under Article 2, the City may, at its discretion, restrict continuing and or future improvements subject to Company complying with all current City of Alvin Ordinances. The City agrees it will not seek any additional remedies or damages from Company for violations of Article 2.

4. The Company agrees that it will, within ten (10) days of the completion of the renovation and construction of the Improvements in each Phase, provide the City with a copy of any and all appraisals it has provided to any financial institution providing loans or financing to the Company for the acquisition of the Property, or the renovation or construction of the Improvements for the value of the real property, and the value of the completed Improvements and fixtures made by or on behalf of the Company.

5. The Company has acknowledged in its application to the City for a public subsidy as defined by Article 2264.001(3) of the Texas Government Code, that it further covenants and agrees that it does not and will not knowingly employ any undocumented workers in any aspect of the construction of the Improvements. "Undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

6. In consideration of the Company's representations, promises, and covenants, the City agrees to undertake the Actions to induce and cause the Company to undertake the construction of the Improvements. The City agrees to take the Actions on behalf of the Company within thirty (30) days of receipt of a letter from the Company requesting such Actions, which letter shall also include: (a) a copy of the City's occupancy permit for the Improvements to the Property; (b) verification from the City acknowledging that all necessary plats, plans, and specifications have been received, reviewed, and approved; (c) verification that the Improvements have been constructed in accordance with the approved plans and specifications; and (d) an affidavit from the Company stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released.

7. It is understood and agreed by the parties that in the event of a default by the Company to render its Property, Fixtures and Improvements to the BCAD in a timely manner as required by paragraph 1 hereof, the Company shall reimburse the City the full amount of the ad valorem taxes it would have paid had the company rendered its Property, Fixtures, and Improvements to the BCAD as required by this Agreement, with interest at the rate equal to the 90-day Treasury Bill plus one-half percent (½ %) per annum, within thirty (30) days after the City notifies the Company of the default.

It is further understood and agreed by the parties that if the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the City may declare such conviction to be a material event of default of this Agreement and terminate this Agreement within thirty (30) days after the City notifies the Company of such default.

As provided by section 2264.101(a) of the Texas Government Code, the Company agrees and acknowledges that the City may bring a civil action against the Company to recover any

12. The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

13. This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party, which shall not be reasonably withheld or delayed. Notwithstanding anything to the contrary, Company may assign all or part of its rights or obligations without the prior consent of the City to a third-party lender advancing funds for the acquisition, construction or operation of the Business.

14. In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

15. Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, other than those of Company, that prevent Company from performing its obligations in this Agreement, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a party's failure to perform its obligations under this Agreement.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the Mayor on this _____ day of _____ 2019 (the "Effective Date") and the Company.

ATTEST:

City of Alvin, Texas

By: _____

Dixie Roberts
City Secretary

By: _____

Paul A. Horn, Mayor

Signed this the _____ day of _____, 2019

ATTEST:

Cline Crossing Partners, Ltd.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Signed this the _____ day of _____, 2019

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the _____ day of _____
2019, by _____ of the City of Alvin, Texas, for and on behalf of
said City.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

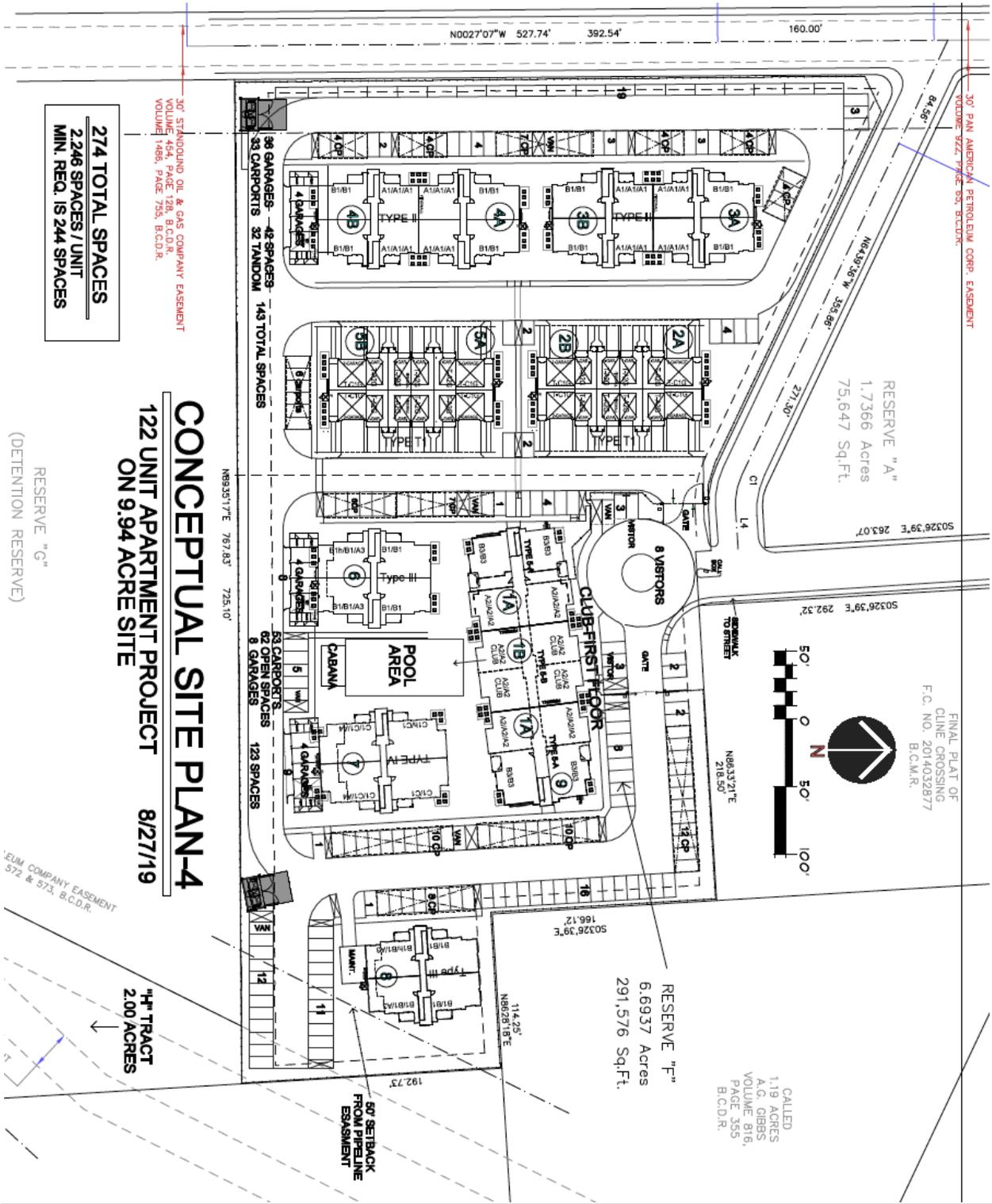
This instrument was acknowledged before me on the _____ day of _____
2019, by Bobby Orr for and on behalf of said Company.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

Exhibit "A"



274 TOTAL SPACES
2,246 SPACES / UNIT
MIN. REQ. IS 244 SPACES

CONCEPTUAL SITE PLAN-4
122 UNIT APARTMENT PROJECT **8/27/19**
ON 9.94 ACRE SITE

RESERVE "G"
 (DETENTION RESERVE)

30' SETBACK FROM PIPELINE EASEMENT
 572 & 573, B.C.D.R.

30' STAIRWELL, OIL & GAS COMPANY EASEMENT
 VOLUME 454, PAGE 128, B.C.D.R.
 VOLUME 1465, PAGE 755, B.C.D.R.

30' PAN AMERICAN PETROLEUM CORP. EASEMENT
 VOLUME 722, PAGE 65, B.C.D.R.

FINAL PLAT OF
 CLINE CROSSING
 F.C. NO. 2014032877
 B.C.M.R.

CALLED
 1.19 ACRES
 A.G. 0885
 VOLUME 816,
 PAGE 335
 B.C.D.R.

RESERVE "F"
 6.6937 Acres
 291,576 Sq.Ft.

RESERVE "A"
 1.7366 Acres
 75,647 Sq.Ft.



N0027°07'W 527.74' 392.54' 160.00'

S0326°39'E 263.07' S0326°39'E 292.32'

S0326°39'E 166.12' N86°28'18"E 114.25'

N86°33'21"E 218.50' N86°33'21"E 725.10'

N86°28'18"E 192.73'

N86°33'21"E 218.50'

N86°33'21"E 218.50'

Exhibit "B"

Proposal of Improvements with Details of Amenities

ELEVATOR/STAIR SYSTEM

The residential buildings will be served by exterior stairwells.

UTILITIES

Units will be all electric, and tenants will pay electric expenses directly to the provider. Tenants will reimburse the landlord for water and sewer charges through a RUBS system.

SECURITY

The subject will feature limited access and security gates with a call box.

PROJECT AMENITIES

The project amenities shall include clubhouse with a fitness room, game room with pool table, kitchen, business/computer room and conference room. The property shall also include an outdoor swimming pool with sun deck, a fire pit, cabana, and grilling stations.

UNIT AMENITIES

Kitchens

All units shall feature a full appliance package including an electric range/oven, vent-hood, frost-free refrigerator with icemaker, garbage disposal, dishwasher, and built-in microwave oven. Additionally, each unit shall feature wood cabinets with granite surface countertops and stainless-steel appliances.

Bathrooms

All the bathrooms within each unit shall feature combination tub/showers. Additionally, it is assumed each bathroom shall feature a commode, vanity with a built-in sink, and wall-mounted mirror.

Interior Features

Each unit will feature ceiling fans, walk-in closets, and washer/dryers. In addition, the subject shall include built-in desks in select units and a kitchen island or peninsula with breakfast bar.

Interior Lighting

It is assumed that each unit will feature incandescent lighting in appropriate interior and exterior locations.

Storage

Storage units will be available for tenant use.

Exhibit “B” continued

The Company agrees to the following:

- All other portions of the City of Alvin Ordinances will be followed by the developer/owner
- The agreement will be for three (3) years to ensure the improvements are completed and the new value is created.

Exhibit “C”

The City Administrative Actions

- For these improvements with an estimated value of \$12,500,000.00, the City of Alvin will allow up to 24 units per building, despite the current ordinance limiting the number of units per building at 10.
- All other portions of the City of Alvin Ordinances will be followed by the developer/owner
- The agreement will be for three (3) years to ensure the improvements are completed and the new value is created.



AGENDA COMMENTARY

Meeting Date: 11/7/2019

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Consider an award of bid to DivisionOne Construction for the construction of the new Fire/EMS Station to be located at the northeast corner of South Street and Bellaire Boulevard in an amount not to exceed \$11,673,900; and authorize the City Manager to sign the contact upon legal review.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Plat Discussion & Direction Other

Summary: On September 17, 2019, sealed proposals were received and opened for the Fire and EMS Station #1 replacement project. Joiner Architects, the City’s consultant that designed the project, reviewed all nine (9) bids that were received and is recommending DivisionOne Construction for this project.

This project consists of building a 29,310 square foot facility to house the Fire and EMS administration and equipment – replacing a 50-year-old fire station and a 40-year-old EMS station. Funding for the construction of this project will come from the 2019 Certificates of Obligation Bonds.

This project is scheduled to start November 2019, with move-in scheduled for November 2020.

Original Project Estimate \$14,131,290 (including contingency)

Contract Amount	\$11,118,000
Contingency (5%):	\$555,900
Total Amount	\$11,673,900

A representative from Joiner Architects will be in attendance at the council meeting to review the results of the proposals and answer any questions that you may have.

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

Funding Account: 318-3502-00-9085 **Amount:** 11,673,900 **1295 Form Required?** Yes No

Legal Review Required: N/A Required **Date Completed:** 11/4/19 SLH

Supporting documents attached:

- Price Points
- Selection Tabulation
- Alternate 1 - 7

Recommendation: Move to award bid to DivisionOne Construction for the construction of the new Fire/EMS Station to be located at the northeast corner of South Street and Bellaire Boulevard in an amount not to exceed \$11,673,900; and authorize the City Manager to sign the contact 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

High/Low Bid	\$12,138,900.00	\$10,882,000.00		
Delta Between High/Low Bid	\$1,256,900.00			
Delta/10 (25-35 Points)	\$125,690.00			
Point Rank (Delta between High/Low Bid Divided by 10)		Bid Amount	Delta	General Contractor
Low Bid 35	\$10,882,000.00	\$10,882,000.00	\$0.00	Crain Group
34	\$11,007,690.00			
33	\$11,133,380.00	\$11,118,000.00	-\$15,380.00	Division One
		\$11,219,200.00	-\$39,870.00	Sterling
		\$11,230,000.00	-\$29,070.00	Gamma
32	\$11,259,070.00	\$11,234,000.00	-\$25,070.00	Construction LTD
31	\$11,384,760.00	\$11,324,500.00		Teal
30	\$11,510,450.00	\$11,507,000.00	-\$3,450.00	Brookstone
29	\$11,636,140.00			
28	\$11,761,830.00			
27	\$11,887,520.00	\$11,934,000.00	\$46,480.00	Construction Masters
26	\$12,013,210.00			
High Bid 25	\$12,138,900.00	\$12,138,900.00	\$0.00	Triad



700 Rockmead, Ste 265 | Kingwood, TX 77339 | 281.359.6401
 2600 S. Shore Blvd, Ste 300 | League City, TX 77573 | 281.245.3304

**REQUEST FOR COMPETITIVE SEALED PROPOSALS SELECTION CRITERIA POINT TABULATION
 For
 General Contractor for Fire and E.M.S. Station No. 1**

City of Alvin Texas

September 17, 2019 at 2:00 PM

Offeror	Total Proposed Price 35 Pts.	Firms Experience With Similar Facilities 20 Pts.	Proposed Personnel Experience 15 pts.	Evaluation of Project Closeout 5 Pts.	Evaluation of Past Performance 5 pts.	Evaluation of Project Management 5 pts	Evaluation of Fair Pricing 5 pts	Evaluation of Overall Client Satisfaction 5 pts	Other Factors 5 Pts.	Total	Rank
Brookstone, LP	30	15	10	5	5	5	5	5	5	85	4
Construction LTD	32	10	10	1	3	3	3	3	3	68	7
Construction Masters	27	10	10	5	5	5	3	5	5	75	6
Crain Group, L.L.C.	35	5	10	3	3	3	3	3	3	68	7
DivisionOne Construction	33	20	10	5	5	5	5	5	5	93	1
Gamma Construction	32	20	10	5	5	5	5	5	5	92	2
Sterling Structures, Inc.	32	10	15	5	5	5	5	5	5	87	3
Teal Construction Company	31	20	15	1	1	1	1	1	5	76	5
Triad Construction Inc.	25	5	5	1	3	1	5	1	3	49	8

Point Tabulation – Evaluation of Total Proposed Price					
Offeror	Base Proposal Amount	Total Alternates 1-7 Amount	Total Price	Total Points Available	Points Awarded
Brookstone, LP	\$11,120,000	\$387,000	\$11,507,000	35	30
Construction LTD	\$10,833,000	\$401,000	\$11,234,000	35	32
Construction Masters	\$11,450,000	\$484,000	\$11,934,000	35	27
Crain Group, L.L.C.	\$10,499,000	\$383,000	\$10,882,000	35	35
DivisionOne Construction	\$10,838,000	\$280,000	\$11,118,000	35	33
Gamma Construction	\$10,778,000	\$452,000	\$11,230,000	35	32
Sterling Structures, Inc.	\$10,830,000	\$389,200	\$11,219,200	35	32
Teal Construction Company	\$10,925,000	\$399,500	\$11,324,500	35	31
Triad Construction Inc.	\$11,800,000	\$338,900	\$12,138,900	35	25

Points per Price		
Lowest Price	=	35 Points
Highest Price	=	25 Points

Point Tabulation – Evaluation of Firm Experience

Offeror	Similar Projects by Firm (# of Similar Projects)	Total Points Available	Points Awarded
Brookstone, LP	14	20	15
Construction LTD	7	20	10
Construction Masters	10	20	10
Crain Group, L.L.C.	5	20	5
DivisionOne Construction	24	20	20
Gamma Construction	28	20	20
Sterling Structures, Inc.	9	20	10
Teal Construction Company	29	20	20
Triad Construction Inc.	1	20	5

Points per Similar Projects		
0-6	Projects =	5 Points
7-13	Projects =	10 Points
14-19	Projects =	15 Points
20+	Projects =	20 Points

- Evaluation of the Firm’s Recently Completed Projects of Similar Size and Scope Based on the Information Provided.

Point Tabulation – Evaluation of Proposed Personnel Experience

Offeror	Similar Projects by Proposed Personnel (Years of Experience)	Total Points Available	Points Awarded
Brookstone, LP	28	15	10
Construction LTD	35	15	10
Construction Masters	32	15	10
Crain Group, L.L.C.	26	15	10
DivisionOne Construction	39	15	10
Gamma Construction	34	15	10
Sterling Structures, Inc.	44	15	15
Teal Construction Company	57	15	15
Triad Construction Inc.	6	15	5

Points per Years Experience		
0-19	Years	= 5 Points
20-39	Years	= 10 Points
40+	Years	= 15 Points

- Evaluation of the Proposed Project Manager and Superintendent's Years of Project Experience Based on the Information Provided.

Point Tabulation – Evaluation of Project Closeout

Offeror	Average of References	Total Points Available	Points Awarded
Brookstone, LP	9.75	5	5
Construction LTD	8.0	5	1
Construction Masters	9.38	5	5
Crain Group, L.L.C.	8.25	5	3
DivisionOne Construction	9.38	5	5
Gamma Construction	9.38	5	5
Sterling Structures, Inc.	9.3	5	5
Teal Construction Company	6.3	5	1
Triad Construction Inc.	8.0	5	1

Points per Reference Average	
Fair (0 - 8.0)	= 1 Point
Good (8.1 – 9)	= 3 Points
Excellent (9.1 – 10)	= 5 Points

- Evaluation and Grading of References.

Point Tabulation – Evaluation of Past Performance

Offeror	Average of References	Total Points Available	Points Awarded
Brookstone, LP	9.75	5	5
Construction LTD	8.25	5	3
Construction Masters	9.75	5	5
Crain Group, L.L.C.	8.75	5	3
DivisionOne Construction	9.5	5	5
Gamma Construction	9.25	5	5
Sterling Structures, Inc.	9.4	5	5
Teal Construction Company	7.3	5	1
Triad Construction Inc.	9.0	5	3

Points per Reference Average	
Fair (0-8.0)	= 1 Point
Good (8.1-9.0)	= 3 Points
Excellent (9.1-10.0)	= 5 Points

- Evaluation and Grading of References.

Point Tabulation – Evaluation of Project Management			
Offeror	Average % of References	Total Points Available	Points Awarded
Brookstone, LP	10.0	5	5
Construction LTD	9.0	5	3
Construction Masters	9.37	5	5
Crain Group, L.L.C.	8.62	5	3
DivisionOne Construction	9.25	5	5
Gamma Construction	9.75	5	5
Sterling Structures, Inc.	9.63	5	5
Teal Construction Company	7.7	5	1
Triad Construction Inc.	7.25	5	1

Points per Reference Average	
Fair (0-8.0)	= 1 Point
Good (8.1-9.0)	= 3 Points
Excellent (9.1-10.0)	= 5 Points

- Evaluation and Grading of References.

Point Tabulation – Evaluation of Fair Pricing

Offeror	Average of References	Total Points Available	Points Awarded
Brookstone, LP	9.75	5	5
Construction LTD	9.0	5	3
Construction Masters	9.0	5	3
Crain Group, L.L.C.	8.5	5	3
DivisionOne Construction	9.25	5	5
Gamma Construction	9.75	5	5
Sterling Structures, Inc.	9.2	5	5
Teal Construction Company	7.3	5	1
Triad Construction Inc.	9.5	5	5

Points per Reference Average	
Fair (0-8.0)	= 1 Point
Good (8.1-9.0)	= 3 Points
Excellent (9.1-10.0)	= 5 Points

- Evaluation and Grading of References.

Point Tabulation – Evaluation of Client Satisfaction

Offeror	Average of References	Total Points Available	Points Awarded
Brookstone, LP	10.0	5	5
Construction LTD	9.0	5	3
Construction Masters	9.75	5	5
Crain Group, L.L.C.	8.25	5	3
DivisionOne Construction	9.5	5	5
Gamma Construction	9.75	5	5
Sterling Structures, Inc.	10.0	5	5
Teal Construction Company	7.3	5	1
Triad Construction Inc.	7.5	5	1

Points per Reference Average	
Fair (0-8.0)	= 1 Point
Good (8.1-9.0)	= 3 Points
Excellent (9.1-10.0)	= 5 Points

- Evaluation and Grading of References.

Point Tabulation – Evaluation of Other Factors

Offeror	Other Factors	Total Points Available	Points Awarded
Brookstone, LP	Good	5	5
Construction LTD	Fair	5	3
Construction Masters	Good	5	5
Crain Group, L.L.C.	Fair	5	3
DivisionOne Construction	Good	5	5
Gamma Construction	Good	5	5
Sterling Structures, Inc.	Good	5	5
Teal Construction Company	Good	5	5
Triad Construction Inc.	Fair	5	3

Points per Reference Rating	
Poor	= 1 Point
Fair	= 3 Points
Good	= 5 Points

- TEAM Approach
- Innovative Programs and Awards (Company or Project Team Members)
- Available Resources
- Project Teams' history with Architect / Owner
- Safety Record
- Process of Project Completion – On Time, Within Budget and Total Project Value
- Quality of Workmanship
- Current Company Project Capacity

DOCUMENT 00 42 13

COMPETITIVE SEALED PROPOSAL FORM - ALTERNATE PROPOSAL

NEW FIRE AND E.M.S. STATION #1
CITY OF ALVIN FIRE AND E.M.S.

Submitted by: _____

Date: _____ Phone No.: _____

To: City of Alvin Fire and E.M.S.
c/o Joiner Architects
700 Rockmead Drive, Suite 265
Kingwood, Texas 77339

Having examined Proposal and Contract Documents prepared by Joiner Architects, Inc., dated August 19, 2019 and having examined site conditions, the undersigned proposes to furnish all labor, equipment and materials and perform all work for the completion of the above-named project for the sum indicated below.

In submitting his Proposal, the undersigned agrees to the following:

1. Hold proposal open for acceptance 60 days.
2. Accept right of Owner to reject any or all proposals, to waive formalities and to accept proposal which Owner considers most advantageous.
3. Enter into and execute the contract, if awarded, for the Alternate Proposals.
4. Complete work in accordance with the Contract Documents within the stipulated contract time.
5. By signing, the undersigned affirms that, to the best of his knowledge, the Proposals have been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over respondents in the award of this Proposal.

I. ALTERNATE PROPOSALS

Alternate Number 1: Provide New food service equipment/millwork as specified in Food Service Drawings at Catering Pantry 145.

- a) Grease trap and infrastructure to remain in base bid.
- b) Three-compartment sink and infrastructure to remain in base bid.
- c) Reinstallation of existing range and new infrastructure to remain in base bid.

NOTE: THIS DOCUMENT MUST BE SUBMITTED BY 3:00 PM ON SEPTEMBER 17, 2019

- d) Installation of new range hood and new infrastructure to remain in base bid.
- e) Reinstallation of existing refrigerator and new infrastructure to remain in base bid.
- f) All remaining utilities and infrastructure to be remain in base bid.
- g) Overhead coiling counter doors and double action doors and infrastructure to remain in base bid.

Undersigned agrees to complete the Work for the lump sum amount of:

_____ Dollars \$ _____
 (Amount written in words governs) (Amount in figures)

Alternate Number 2: Provide Service Yard 01, Service Yard 02, Generator, and Dumpster Enclosure masonry walls & foundations (Refer to detail 15/A002), associated ornamental gates (Refer to details 16 & 18/A002) in lieu of chain link fencing with privacy slats (Refer to detail 13/A002). Undersigned agrees to complete the Work for the lump sum amount of:

_____ Dollars \$ _____
 (Amount written in words governs) (Amount in figures)

Alternate Number 3: Provide Pre-engineered carport canopy system at 15 maintenance vehicle parking spaces, bollards, lighting, and power (refer to detail 19/A002 and site plan) in lieu of 15 uncovered maintenance vehicle parking spaces. Undersigned agrees to complete the Work for the lump sum amount of:

_____ Dollars \$ _____
 (Amount written in words governs) (Amount in figures)

Alternate Number 4: - Refer to the projected indicator lines with arrows below FFE plane on the left and right side of the north elevation (refer to 2/A401). All

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areas currently shown in the elevation as both 12"x24" Stone Masonry and 8"x8"

Stone Masonry between the indicator lines are to be bid as Modular Brick

Veneer Type B in base bid.

- Provide an alternate price for all the 12"x24" Stone Masonry and 8"x8" Stone Masonry shown between the indicator lines at north building elevation (refer to 2/A401) in lieu of Modular Brick Veneer Type B. Undersigned agrees to complete the Work for the lump sum amount of:

_____ Dollars \$ _____
(Amount written in words governs) (Amount in figures)

Alternate Number 5: Provide braced standing seam metal roof canopies over (refer to 1/A401 and wall sections) & associated structure over nine front office windows in lieu of no canopies and ceiling recessed manual roller shades.

Include additional blocking for installation. Undersigned agrees to complete the Work for the lump sum amount of:

_____ Dollars \$ _____
(Amount written in words governs) (Amount in figures)

Alternate Number 6: Provide Ceiling Type C3 Metal suspended torsion spring ceiling system by Armstrong World Industries at Apparatus Bays (Room 107), Ambulance Bays (Rooms 186), Mezzanine Storage (201), and Mezzanine Storage (202) in lieu of exterior lay-in ceiling (Ceiling Type C1E). Undersigned agrees to complete the Work for the lump sum amount of:

_____ Dollars \$ _____
(Amount written in words governs) (Amount in figures)

Alternate Number 7: Provide Ceiling Type C5B Linear Wood ceiling system by Armstrong World Industries at Training Room A (Room 142A) and Training Room B (142B) in lieu of acoustical lay-in ceiling (Ceiling Type C1F) at Training Room A (Room 142A) and Training Room B (142B). Undersigned agrees to complete the Work for the lump sum amount of:

_____ Dollars \$ _____
(Amount written in words governs) (Amount in figures)

NOTE: THIS DOCUMENT MUST BE SUBMITTED BY 3:00 PM ON SEPTEMBER 17, 2019



AGENDA COMMENTARY

Meeting Date: 11/7/2019

Department: City Manager's Office

Contact: Junru Roland, City Manager

Agenda Item: Discuss and consider an exemption from the EMS Utility Fee.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Plat Discussion & Direction Other

Summary: Staff was asked to place on the agenda for discussion and consideration the waiver of the EMS Utility Fee for Utility account holders who are 100% disabled veterans. Currently the City's Ordinance allows a waiver of the EMS Fee for the EMS and Fire Department staff and their families.

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:** 10/31/2019 SLH _____

Supporting documents attached: N/A

Recommendation: Discussion and Direction.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager



AGENDA COMMENTARY

Meeting Date: 11/7/2019

Department: Parks and Recreation

Contact: Dan Kelinske, Director

Agenda Item: Consider an Agreement with Kimley Horn for professional design services for the Hike and Bike Trail Phase III, in amount not to exceed \$85,300; and authorize the City Manager to sign said Agreement upon legal review.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Plat Discussion & Direction Other

Summary: In FY2019, City Council approved \$100,000 in the General Projects Fund for the design of Phase III of the Hike and Bike Trail. In October 2018, staff approved an agreement with Kimley-Horn at a cost of \$9,760.00 to perform a feasibility study which included a technical memorandum documenting conceptual engineering plan to establish alignments, schedule and an opinion of probable construction cost (OPCC).

Since the conclusion of the feasibility study, on August 15, 2019, Fairway Lakes property was sold to Benson Development for residential development, and the lake itself was conveyed to Conservation and Reclamation District #3. These entities, along with other developments in the immediate vicinity (Pulte Homes and Whitestone MGH Holding), have expressed interest in the final design of the Hike and Bike Trail, as they feel it is an important amenity for future homeowners of that area.

At this time, staff along with the Parks and Recreation Board, are recommending design of the trail from Nelson Road at Fairway Drive to Alvin Community College, leaving the crossing of the Bypass for a future "Phase IV".

Staff recommends approval of a design agreement with Kimley-Horn which includes a Topographic Survey, Preliminary Design and Drainage Analysis in the amount of \$85,300.

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

Funding Account: 311-7001-00-3100 **Amount:** \$85,300.00 **1295 Form Required?** Yes No

Legal Review Required: N/A Required **Date Completed:** 11/4/2019 SLH

Supporting documents attached:

- Professional Services Agreement for Phase III Tom Blakeney Jr. Hike and Bike Trail Design

Recommendation: Move to approve an Agreement with Kimley-Horn to provide professional design services for the Hike and Bike Trail Phase III, in amount not to exceed \$85,300; and authorize the City Manager to sign said Agreement upon legal review.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager



November 4, 2019

Mr. Junru Roland, CPFIM, CGFO, CGFM, CPA
City of Alvin, Texas
216 West Sealy Street
Alvin, TX 77511-2341

Re: Amendment 1 for Professional Services Agreement for Phase III Tom Blakeney Jr. Hike and Bike Trail Design

Dear Mr. Roland:

Kimley-Horn and Associates, Inc. ("The Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Alvin, Texas ("Client") for providing professional services as requested by the Client for the referenced project. This is Amendment number 1 dated August 16, 2019 to the agreement between the Client and the Consultant dated October 11, 2018 concerning Phase III Tom Blakeney Jr. Hike and Bike Trail Design (the "Project"). The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement. The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Project Understanding

The City has reviewed the conceptual plan for Phase III of the Hike and Bike Trail and decided on Alignment C. This alignment connects the trail system at the Alvin Community College (ACC) then runs east along Elton Road, north towards Jephson Lane, east on Nelson Road, and continues to the State Highway 35 right-of-way at Mustang Bayou.

Information Provided by Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by The Consultant during the project, including but not limited to the following:

- Standard sidewalk thickness and reinforcement design;
- Copies of all plans and surveys previously prepared for the project area;
- Current design plans for proposed 54-inch sewer line along Jephson Lane;
- City standard general notes and details;
- Contacts for all franchise utility companies;
- City standard front-end documents.

Scope of Services

The Consultant will provide the services specifically set forth below.

Task 1: Topographic Survey (Lump Sum)

Through a sub-consultant, the Consultant will prepare Topographic Survey for the design identified in the project understanding.

The Topographic Survey is anticipated to include the following items:

- Establish Horizontal & Vertical Project Control (9 Monuments): All Horizontal Survey Control shall be referenced to the Texas State Plane Coordinate System, South Central Zone, NAD83. Vertical Topographic information will be based on the nearest existing or FEMA, NGS or City of Alvin published Benchmarks, and a minimum of 9 (nine) control monuments will be established on-site at the time of survey. Additional future TBM's will be set if necessary at additional cost.
- Boundary Orientation & Abstract/Strip Map: Abstract/Survey Control Map will identify Rights-of-way of existing streets, as well and locations of plat and lot boundaries of adjacent properties within proposed development areas. Surveyor is not responsible for abstracting subject property. Surveyor will review and show all existing encumbrances as reflected in current title commitment provided by client and is subject to the limitations and restrictions of that commitment.
- Boundary orientation only will be performed as necessary in order to locate improvements and topographic information within the site and does not or will not imply to be a complete boundary survey. Said boundary orientation will be based solely on record information available at the time of survey, including, but not limited to previous surveys, recorded plats, deeds, and title information. Survey is limited to the accuracy of previous information and local monumentation found at the time of survey and by the signing of this contract, the aforementioned client jointly and severally agrees to indemnify and save harmless **Windrose Land Services, Inc.** and their successors and assigns, from any claim, action, liability, loss, damage or suit, arising from any faults or errors that may occur from the use of said previous information.
- Abstract/Survey Control Map shall be prepared and drawn to scale of 1 inch = 100 feet shall show location and give a description of the vertical and horizontal City of Alvin and/or survey control monuments used for the Project. The sheet shall show both the survey base line and the Project alignment and give bearings and distances of all control lines. The beginning point, all P.I. points, and end point of both the Project alignment and the survey base line shall list the City of Alvin survey control system coordinates and be tied into existing topography. All pertinent property monuments found shall be shown on the map with station-offset references made to the Project alignment. Project benchmarks, swing-tie (three-point tie) sketches, benchmark loops, and traverse shall be provided, as necessary. The survey control map sheet shall be signed, sealed, and dated by the registered surveyor responsible for the survey.

- Cat. 6, Cond. I Topographic & Utility Survey (+/- 9,500 Linear Feet): Topographic Survey will be performed on an approximate 50' x-sections within the subject area. Topographic survey will show all improvements, elevations, striping, observable utilities and trees 6" or larger located within the S.H. 35, Nelson Lane, Jephson Lane, Elton Road, Mustang Road and College Circle.
- Utility information shown on the survey is based on visible above ground improvements and evidence found on-site at the time survey, coupled with markings from Digtess, and available record drawings from the City of Alvin, Brazoria County, Centerpoint Energy, Verizon and Southwestern Bell Telephone Company at the time of survey.
- Surveyor is liable to show only that information which is marked and available at the time of survey. Surveyor is not responsible for other utility lines or plans that may exist or discovered during future investigation or uncovered during ongoing construction phases.
- It is the contractor's responsibility to contact Digtess or other utility location service, for location of underground utilities, prior to construction.
- Contours reflecting vertical relief across the site will be included on the face of the survey at 1.0' intervals.

Deliverable: One (1) electronic file of the survey in AutoCAD 2018 format will be submitted to Consultant and to the Client.

Task 2: Preliminary Design (Lump Sum)

The Consultant will perform the following services:

- A. Base Files: The Consultant will convert the survey, aerial photography, record drawings, and other pertinent information from the Client to prepare electronic CADD base files. The base files will be prepared and updated in conjunction with the field verification site visit.
- B. Public Utility Conflict Identification: The Consultant will identify areas along the project corridor where the proposed trail is potentially in conflict with public utilities. The Consultant will propose potential solutions to the Client for review. No relocation design will be performed in this task.
- C. Franchise Utility Coordination: The Consultant will identify areas along the project corridor where the proposed trail is potentially in conflict with franchise utilities. The Consultant will coordinate with franchise utility companies in conflict with the proposed trail design within the limits of the project to determine the feasibility and estimated costs to relocate. The Client will provide contacts for all franchise utility companies. No relocation design will be performed in this task.
- D. Preliminary Ditch Impacts: The Consultant will identify locations along project corridor where the proposed trail will impact existing ditch capacity for more than 50 linear feet at one time. It is assumed that no detailed drainage study or ditch capacity analysis will be performed. If a drainage study or ditch capacity analysis is required, it will be considered Additional Service.
- E. Preliminary Design Plan: Upon completion of the alternatives and evaluation with Client staff, the Consultant will develop the preliminary design layout (roll plot, plan view only) showing overall improvements. The preliminary design layout will include: existing roadway, driveways, existing utilities, proposed trail, utility relocations, ditch impacts, pedestrian crossings, striping, retaining walls, storm, and landscape. The concept plans will include the

- typical sections for each street illustrating the proposed cross sections of the trail. City Engineer will provide Standard sidewalk thickness and reinforcement design requirements to Consultant; this scope does not provide a geotechnical report or geotechnical design.
- F. The Consultant anticipates the need to address one (1) round of comments from the Client after the review meeting. Any additional revisions outside of this round of comments will be considered an Additional Service.
 - G. Opinion of Probable Construction Cost: The Consultant will prepare a conceptual level opinion of probable construction cost for the preliminary design. The Consultant has no control over the cost of labor, materials, equipment, or over a Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Consultant and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Meetings:

- A. One (1) kick-off meeting with the Client to discuss project scope and schedule.
- B. One (1) meeting with the Client to discuss review comments related to preliminary design.

Deliverables:

- A. One (1) roll plot (plan view only).
- B. An electronic (PDF) of the roll plot.
- C. An electronic (PDF) of the Technical Memo.

Task 3: Drainage Analysis (Lump Sum)

The Consultant will perform the following services related to a No Impact Study:

- A. Kimley-Horn will prepare a No-Impact Study for the proposed trail and drainage infrastructure improvements. The intent of this study is to quantify the downstream impact due to the proposed improvements and to determine required stormwater detention to mitigate that impact.
- B. Kimley-Horn will prepare an existing condition drainage area map of the watershed draining to the road. Watershed delineation will be based on record drawings provided by the Client, publicly available aerial topographic information, and site observations. Kimley-Horn will calculate the 10- and 100-year peak discharge generated by the watershed in using the Rational Method general accordance with City criteria.
- C. Kimley-Horn will generate hydrographs for each drainage area using the Small Watershed Hydrograph Method described in the Harris County Policy, Criteria, and Procedure Manual current as of the date of this agreement. Kimley-Horn will prepare a hydraulic model of the existing roadway drainage infrastructure using XPSWMM. The hydraulic model will be used to calculate existing condition peak discharge at the outfall of the project.
- D. Kimley-Horn will modify the hydrologic calculations and hydraulic model based on the proposed improvements. Kimley-Horn will size up to three mitigation facilities to reduce proposed condition peak discharge back to its existing condition rate at the outfall of the project for the 10- and 100-year events.
- E. Kimley-Horn will prepare a technical memorandum summarizing the results of this analysis. The technical memorandum will include the following:
 - a. Memorandum Text

- b. Drainage Area Map
 - c. Hydrologic Calculations
 - d. Hydraulic Model Input
 - e. Hydraulic Model Results
 - f. Digital Files
- F. Kimley-Horn will submit the technical memorandum to the Client electronically. The effort for this task includes up to one (1) round of ordinary and reasonable comments from the review agency and Client.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Such additional services shall include but are not limited to the following:

- A. Final Design and Construction Documents
- B. Bidding Phase Services
- C. Construction Phase Services
- D. Utility design
- E. Park and Trail design outside of project limits
- F. Additional survey and Subsurface Utility Engineering (SUE)
- G. Additional Geotechnical Engineering
- H. Roadway Design
- I. Trail Pavement Design
- J. Public Involvement
- K. Materials Testing
- L. Construction Management and Inspection
- M. Environmental Permitting or Studies
- N. Required Remediation
- O. Submittal and Permitting Fees
- P. SWPPP Plan Manual / Submissions
- Q. Color renderings and graphics
- R. Any items not expressly described in the scope above

Schedule

The Consultant will work to prepare a mutually agreed upon schedule with the City.

Fee and Expenses

Kimley-Horn will perform Tasks 1 through 3 for the total lump sum fee below. Individual task amounts below are informational only. The lump sum fee will be invoiced monthly based upon the overall percentage of services performed.

All permitting, application, and similar project fees will be paid directly by the Client.

Task 1: Topographic Survey (Lump Sum)	\$37,400
Task 2: Preliminary Design (Lump Sum)	\$22,400
Task 3: Drainage Analysis (Lump Sum)	\$25,500
Lump Sum Total Fee.....	\$85,300

Upon written authorization, Kimley-Horn will perform the Additional Services outlined above on an hourly basis and will be billed based on the attached Hourly Rate Schedule.

All invoices shall be paid in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251. The “prompt payment act” establishes when payments are due. This law stipulates a payment is due for goods or services 30 days from the date goods/services are completed, or a correct invoice is received, whichever is the later of the two.

Closure

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

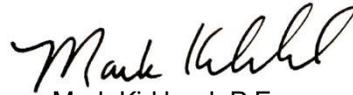
We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Mike Shelton, PE, AICP
Project Manager



Mark Kirkland, P.E.
Vice President

Agreed to on this _____ day of _____, 2019

City of Alvin, Texas

By: _____

(Print Name)

Title: _____

**KIMLEY-HORN AND ASSOCIATES,
INC. STANDARD PROVISIONS**

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) ~~Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the rate of 12% per year beginning on the 25th day. All invoices shall be paid in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251. The "prompt payment act" establishes when payments are due. This law stipulates a payment is due for goods or services 30 days from the date goods/services are completed, or a correct invoice is received, whichever is the later of the two. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.~~
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on

extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND THE CONSULTANT, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION 9 IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION 9 SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any

mediation or civil action by Client must be commenced within two years of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.