

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, FEBRUARY 20, 2020 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 of the City Council of the City of Alvin, Texas, to be held on **THURSDAY, FEBRUARY 20, 2020**, 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. City Secretary Departmental Update.

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 February 6, 2020 City Council meeting minutes.

B. Acknowledge receipt of the 2019 Alvin Police Department's Racial Profiling Report.

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

D. Consider an Interlocal Agreement with Brazoria County for the Fiscal Year 2019-2020 Asphalt Improvement Project, and authorize the Mayor to sign the Agreement, subject to legal review.

6. OTHER BUSINESS

A. Consider an Engineering Services Agreement with LJA Engineering in an amount not to exceed \$1,389,800 for engineering design services for the Lift Station 23 Expansion Project, and authorize the City Manager to sign the Agreement, subject to legal review.

- B. Consider Ordinance 20-D, establishing a “No Parking” zone along a certain portion of Adoue Street; authorizing the installation of appropriate signage; providing for a penalty and publication; and making other findings related thereto.
- C. Consider Ordinance 20-E, granting consent to and authorizing the reduction of City of Alvin’s Extraterritorial Jurisdiction by a total of approximately 5.161 acres of land located entirely within Brazoria County Municipal Utility District No. 44, in Brazoria County, Texas; providing an effective date; and making other findings related thereto.
- D. Consider Ordinance 20-F, granting consent to the addition of approximately 9.99 acres of land to Brazoria County Municipal Utility District No. 73; making findings of fact; providing a severability clause; and providing an effective date.
- E. Consider Resolution 20-R-06, confirming and ratifying the Second Amendment to the Utility Services Contract between the City of Alvin Texas, and Brazoria County Municipal Utility District No. 73 (the “District”), and authorize the Mayor to sign the amended Contract upon legal review.
- F. Consider a Legal Services Agreement with Attorney Julie Gannaway and the law firm of Ross Gannaway, PLLC, to serve the City of Alvin as legal counsel to provide legal advice regarding civil service issues, and authorize the City Manager to sign the Agreement, subject to legal review.
- G. Consider award of bid to Texas Pride for the City of Alvin’s Exclusive Solid Waste and Recycling Services, RFP-20-02, dated November 3, 2019, for a seven (7) year initial term, and two (2) additional three (3) year renewal options, and authorize the City Manager to begin contract negotiations.

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. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City’s website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, on THURSDAY, FEBRUARY 13, 2020 at 4:30 P.M.



A handwritten signature in blue ink, appearing to read "Dixie Roberts", is written over a horizontal line.

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).**

Meeting Minutes – City of Alvin Parks and Recreation Board Meeting

Meeting Information

Objective: Regular Monthly Meeting of City of Alvin Parks and Recreation Board

Date: 10/08/2019 Location: The Conference Room of the Public Service Facility, 1100 West Hwy. 6 ALVIN, TEXAS, 77511

Time: 6:30 PM Meeting Type: Regular Monthly Meeting

Facilitator: Dan Kelinske, Director of Parks and Recreation

Note Taker: Carrie Parker

Attendees: Board Members: **Dwight Rhodes – Chair, Terrie Beasley– Vice Chair, Carrie Parker – Secretary, Randy Race, Jamie Vaughn, Kerry Ulm**

Other Attendees: None

Not present: **N/A**

Agenda Items :

1. CALL TO ORDER – Called to order at 6:36 pm by Dwight Rhodes
2. ROLL CALL – see above for attendees
3. APPROVAL OF MINUTES –
 - i. September 3, 2019 (no minutes due to lack of quorum)
 - ii. August meeting minutes will be reviewed at November meeting.
4. PETITIONS/REQUEST FROM THE PUBLIC - NONE
5. CHAIRMAN REPORT – NONE
6. DIRECTOR REPORT -
 - a. Update on past/upcoming events
 - b. Update on park projects/improvements
 - i. FYTD 2019 enrollments
 1. Course Participants : 4488
 2. Course Enrollment Transactions: 5157
 3. General Enrollment : 3002
 4. Online Enrollment : 2155
 5. Event Participants: 6006
7. New Business
 - a. Discuss park rules – Suggested streamlining of rules to review and remove park rules that are already enforceable by other public laws and ordinances.
8. OLD BUSINESS
 - a. Discuss Hike and Bike Phase III – reviewed map.
9. ITEMS OF COMMUNITY INTEREST – NONE

10. ADJOURNMENT – Call to adjourn @ 8:20 pm by Dwight Rhodes

Upcoming meetings:

- Parks and Recreation Board Meeting – November 5th, 2019 6:30PM
-

Meeting Minutes – City of Alvin Parks and Recreation Board Meeting

Meeting Information

Objective: Regular Monthly Meeting of City of Alvin Parks and Recreation Board

Date: 11/05/2019 Location: The Conference Room of the Public Service Facility, 1100 West Hwy. 6
ALVIN, TEXAS, 77511

gov Facilitator: Dan Kelinske, Director of Parks and Recreation

Note Taker: Dan Kelinske

Attendees: Board Members: **Dwight Rhodes – Chair, Terrie Beasley– Vice Chair, Randy Race, Kerry Ulm**

Other Attendees: None

Not present: **Carrie Parker, Jamie Van Horne**

Agenda Items :

1. CALL TO ORDER – Called to order by Dwight Rhodes
2. ROLL CALL – see above for attendees
3. APPROVAL OF MINUTES –
 - a. August 6, 2019 – APPROVED
 - b. October 8, 2019 – not available
4. PETITIONS/REQUESTS FROM THE PUBLIC - NONE
5. CHAIRMAN REPORT-NONE
6. DIRECTOR REPORT
 - a. Recommend design phase III from Fairway Drive to Alvin Community College, Recommend agreement with Kimley-Horn for preliminary design, topographic survey and drainage analysis
 - b. Suggested QR Code instead of listing website on park signage as quick link to view park rules, wait on legal opinion for adding/deleting rules
7. NEW BUSINESS
 - a. Discuss Park Capital Improvement Projects
8. OLD BUSINESS
 - a. Discuss Hike and Bike Trail
 - b. Discuss Park Rules
9. ITEMS OF COMMUNITY INTEREST –
10. ADJOURNMENT – Call to adjourn by Dwight Rhodes

Upcoming meetings:

- Parks and Recreation Board Meeting – December 3rd, 2019 6:30PM
-

Meeting Minutes – City of Alvin Parks and Recreation Board Meeting

Meeting Information

Objective: Regular Monthly Meeting of City of Alvin Parks and Recreation Board

Date: 12/03/2019 Location: The Conference Room of the Public Service Facility, 1100 West Hwy. 6 ALVIN, TEXAS, 77511

Time: 6:30 PM Meeting Type: Regular Monthly Meeting

Facilitator: Dan Kelinske, Director of Parks and Recreation

Note Taker: Carrie Parker

Attendees: Board Members: **Dwight Rhodes – Chair, Terrie Beasley– Vice Chair, Carrie Parker – Secretary, Randy Race, Jamie Van Horne, Milton Morgan**

Other Attendees: None

Not present: **Kerry Ulm**

Agenda Items :

1. CALL TO ORDER – Called to order at 6:35 pm by Dwight Rhodes
2. ROLL CALL – see above for attendees
3. APPROVAL OF MINUTES – minutes not available, will be approved at next meeting
4. PETITIONS/REQUEST FROM THE PUBLIC - NONE
5. CHAIRMAN REPORT –
6. DIRECTOR REPORT – noted that graffiti is present at the new disc golf park
 - a. Update on past/upcoming events
 - b. Update on park projects/improvements – enrollment numbers provided by Director
7. New Business
 - a. Discuss renaming Sealy Park – tabled
 - b. Discuss replacement plaque for Ms. Jerry Pryor – approved unanimously. Director to research options
8. OLD BUSINESS
 - a. Discuss Park Rules – tabled pending conversation with Legal.
9. ITEMS OF COMMUNITY INTEREST – NONE
10. ADJOURNMENT – Call to adjourn @ 8:12 pm by Dwight Rhodes

Upcoming meetings:

- Parks and Recreation Board Meeting – November 5th, 2019 6:30PM
-

Meeting Minutes – City of Alvin Parks and Recreation Board Meeting

Meeting Information

Objective: Regular Monthly Meeting of City of Alvin Parks and Recreation Board

Date: 01/11/2020 Location: The Conference Room of the Public Service Facility, 1100 West Hwy. 6
ALVIN, TEXAS, 77511

gov Facilitator: Dan Kelinske, Director of Parks and Recreation

Note Taker: Carrie Parker

Attendees: Board Members: **Dwight Rhodes – Chair, Terrie Beasley– Vice Chair, Carrie Parker – Secretary, Randy Race, Jamie Van Horne, Janice Burnett**

Other Attendees: None

Not present: **Kerry Ulm**

Agenda Items :

1. CALL TO ORDER – Called to order at 8:35 pm by Dwight Rhodes
2. ROLL CALL – see above for attendees
3. APPROVAL OF MINUTES –
 - a. October 8, 2019 – APPROVED
 - b. November 5, 2019 – not available, approve next meeting
 - c. December 3, 2019 - APPROVED
4. NEW BUSINESS
 - a. Tour City Parks and Recommend Park Capital Improvement Projects – updates documented by Directory
5. OLD BUSINESS
 - a. Discuss Park Rules - tabled
 - b. Discuss Renaming Sealy Park - tabled
6. ITEMS OF COMMUNITY INTEREST – NONE
7. ADJOURNMENT – Call to adjourn @ 8:12 pm by Dwight Rhodes

Upcoming meetings:

- Parks and Recreation Board Meeting – February 4th, 2020 6:30PM
-

ALVIN LIBRARY BOARD MEETING MINUTES

November 7, 2019 – 6:00 p.m.

Present: Sandra Curtner, Janet Riddle, Laura Parker

Library Staff: Jennifer Trusty, Erin Schuelke

Call to Order: The meeting was called to order by President Sandra Curtner at 6:23 p.m.

- Minutes from May 2, 2019 meeting approved
- Library branch staff Erin Schuelke: long-range (20 years) plan is being worked on; staff training over next 18 months; hot spots are public (libraries have 4 and possibly the county office will have one); winter reading contest in January (time only – county goal of 1 million minutes and personal goal of 10 hours); November 12-16 Alvin library has Alzheimer's Awareness
- Librarian Jennifer Trusty: having fewer programs but higher quality; lunches over the summer did not work well (quality of food and low participation); maintenance issues are being taken care of; Trick or Treat trail went well; Coffee and Conversation with the Police Department 8-9 am November 20

Next Meeting: February 4, 2020 at 6 p.m.

Adjournment: The meeting was adjourned at 6:44 p.m.

Submitted by Laura Parker

Passed and Approved the 6th day of February 2020.

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY FEBRUARY 6, 2020
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 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; Suzanne Hanneman, City Attorney; Dixie Roberts, City Secretary; Michael Higgins, Chief Financial Officer; Michelle Segovia, City Engineer; Dan Kelinske, Parks and Recreation; Larry Buehler, Economic Development Director; Robert E. Lee, Police Chief and Brandon Moody, Interim Public Services Director.

INVOCATION AND PLEDGE OF ALLEGIANCE

Steve Vaughn, Chocolate Bayou Baptist Church, gave the invocation.

Council member Richards led the Pledge of Allegiance to the American Flag; and Council member Thompson led the Pledge to the Texas Flag.

PRESENTATIONS

Check Presentation for the Alvin Disc Golf Course.

Chris Vandagriff presented a check to Dan Kelinske, Parks & Recreation Director, to assist with the cost of lighting used by the Alvin youth organizations at Briscoe Park.

PUBLIC COMMENT

Carol Beniot addressed the Council to express his frustration regarding an EMS transfer by the Alvin EMS department and the general healthcare system. Mayor Horn directed the City Manager to schedule a meeting with Mr. Benoit.

CONSENT AGENDA

Consider approval of the January 9, 2020 City Council Special meeting minutes.

Consider approval of the January 16, 2020 City Council meeting minutes.

Consider replat #2 of Savannah Plantation, Section Four, a replat of the Reserve, Block One of Savannah Plantation, Section Four, being a subdivision of 1.941 acres located in the Francis Moore League, Abstract No. 100 in the City of Alvin ETJ, Brazoria County, Texas.

On December 31, 2019, the Engineering Department received replat #2 of Savannah Plantation Section 4 for review. The property is located at 7702 Stratford Hall Drive, in the City of Alvin's Extraterritorial Jurisdiction (ETJ) and is being replatted from an unrestricted reserve into a lot so that a single-family home can be constructed on it. This plat complies with all requirements of the City's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on January 21, 2020. Staff recommended approval.

Consider a contract for Election Services with Joyce Hudman, County Clerk, Brazoria County, Texas, for the May 2, 2020 General and Special Election; and authorize the Mayor to sign subject to legal review.

This is a contract for election services with Brazoria County to conduct the May 2, 2020 General Election for the Mayor and City Council District E. This contract is similar to the contract authorized by City Council every year to conduct the City's election. The cost for this General Election could range anywhere from \$5,000 to \$10,000. The cost depends on the number of registered voters and how many other jurisdictions will be holding a May election. Brazoria County now has a pricing sheet (attached) for each item needed for the election. The City Secretary's Office will handle all the required notices, filings, and general paperwork as required by state election law.

Historical Election Cost (General May Election):

*May 2016: \$6,150
May 2017: \$9,200
May 2018: \$4,660
May 2019: \$7,200*

Early voting and Election Day voting will be held at the Alvin Library. Registered voters may vote at any Early Voting location within Brazoria County during Early Voting and may vote at any Brazoria County Voting Center on Election Day. Staff recommended approval of said contract.

Consider Resolution 20-R-03, calling and establishing the procedures for the May 2, 2020 General Election in Alvin, Texas, and providing for other related matters thereto.

This Resolution calls for a General Election for Saturday, May 2, 2020, to elect a Mayor and a member to City Council District E. The City of Alvin will contract with the Brazoria County Elections Office to conduct this election. Brazoria County has the voting equipment required to conduct elections. The City Secretary's Office will handle the filings and all required paperwork and postings as required by state election law.

The first day to file for a place on the May 2020 ballot was Wednesday, January 15, 2020, and will continue through Friday, February 14, 2020. Early Voting will begin on Monday, April 20, 2020, and will go through Tuesday, April 28, 2020, and will be held at the Alvin Library. Voters can cast their ballot at any Early Voting location throughout Brazoria County.

Early Voting Locations:

*Angleton: East Annex, 1524 E. Mulberry
Alvin: Alvin Library, 105 S. Gordon
Brazoria: Brazoria Library, 620 S. Brooks
Freeport: Freeport Library, 410 Brazosport Blvd.
Lake Jackson: Lake Jackson Library, 250 Circle Way
Manvel: North Annex, 7313 Corporate Dr.
Pearland East: Tom Reid Library, 3522 Liberty Dr.
Pearland West: Westside Event Center, 2150 Country Place Pkwy.
Shadow Creek: Pearland Westside Library, 2803 Business Center Dr. #101
Sweeny: Sweeny Community Center, 205 W. Ashley Wilson Rd.
West Columbia: New Precinct 4 Building, 121 N. 10th Street*

Early voting dates and hours:

*April 20-24: 8am-5pm
April 25: 7am-7pm
April 27-28: 7am-7pm*

Election Day voting will be held at the Alvin Library. Voters may also cast their ballot at any Voting Center in Brazoria County. Staff recommended approval of Resolution 20-R-03.

Acknowledge receipt of the quarterly Capital Improvement Projects and Comprehensive Plan Implementation Reports.

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

OTHER BUSINESS

Presentation and acknowledgement of receipt of the Quarterly Financial Report ending December 31, 2019.

The City Charter requires the Chief Financial Officer to report on the financial condition of the City each quarter. The City's investment report has previously been submitted to the City Manager, the Mayor, and City Council.

Council member Arendell moved to acknowledge receipt of the Quarterly Financial Report ending December 31, 2019. Seconded by Council member Starkey; motion carried on a vote of 7 Ayes.

Consider a Report by the City Secretary regarding a Petition filed on January 21, 2020, on behalf of the Alvin Police Officers Association, requesting a proposition be placed on the May 2020 ballot to be voted for or against to read: "The adoption of the police officers' civil service law." The City Secretary shall certify the petition as either sufficient or insufficient in accordance with Article IV of the City of Alvin Charter, for City Council's submittal to the electorate for the election scheduled for May 2, 2020.

On January 22, 2020, the City Secretary received a petition from Matthew Jrab (a qualified voter of the City of Alvin, and an Alvin police officer) on behalf of the Alvin Police Officer's Association to include on the ballot of the next uniform election date (May 2, 2020) a proposition to vote for or against the "Adoption of the police officers' civil service law." The City's Charter requires that the petition submitted have at least 200 signatures from qualified voters of the City of Alvin.

Mr. Jrab submitted one completed petition packet that included 15 petitions that were circulated by registered voters of the City of Alvin, with a total of 252 signatures. On January 23, 2020, the City Secretary reviewed and has certified the petition as sufficient with 202 signatures verified as registered voters, meeting the requirement of the 200 required signatures.

The City Secretary certifies that the petition submitted by Matthew Jrab is sufficient and recommends that a Special Election be called for May 2, 2020, as required by Chapter 143 of the Local Government Code – Municipal Civil Service for Firefighters and Police Officers.

Council member Castro moved to accept the Report submitted by the City Secretary regarding a Petition filed on January 21, 2020, on behalf of the Alvin Police Officers Association, requesting that a proposition be placed on the May 2020 ballot to be voted for or against to read: "The adoption of the police officers' civil service law," which the City Secretary has certified this petition as sufficient in accordance with Article IV of the City of Alvin Charter for submittal to the electorate for the election scheduled for May 2, 2020. Seconded by Council member Thompson; motion carried on a vote of Ayes.

Consider Resolution 20-R-04, calling and establishing the procedures for a Special Election to be held on May 2, 2020 for the purpose of submitting to the qualified voters of the City of Alvin, Texas a proposition to vote "for" or "against" the "Adoption of the police officer's civil service law"; and providing for other related matters thereto.

The City Secretary received a petition from Matthew Jrab on behalf of the Alvin Police Officer's Association to include on the ballot of the next uniform election date (May 2, 2020) a proposition to vote for or against the "Adoption of the police officers' civil service law." The City's Charter requires that the petition submitted have at least 200 signatures from qualified voters of the City of Alvin. On January 22, 2020, Mr. Jrab (a qualified voter of the City of Alvin, and an Alvin police officer) submitted one initiative packet that included 15 circulated petitions, with a total of 252 signatures. The City Secretary reviewed and certified the petition as sufficient on January 23, 2020, with 202 signatures having been verified as valid registered voters.

Chapter 143 of the Texas Local Government Code states that a governing body who receives a petition requesting such election that is signed by the required number of qualified voters, shall order an election submitting to the voters the question of whether this chapter should be adopted. This Resolution calls for such Special Election on Saturday, May 2, 2020.

The City of Alvin will contract with the Brazoria County Elections Office to conduct this election. Brazoria County has the voting equipment required to conduct elections. The City Secretary's Office will handle the filings and all required paperwork and postings as required by state election law.

Early Voting will begin on Monday, April 20, 2020, and will go through Tuesday, April 28, 2020, and will be held at the Alvin Library. Voters can cast their ballot at any Early Voting location throughout Brazoria County.

Election Day voting will be held at the Alvin Library. Voters may also cast their ballot at any Voting Center in Brazoria County. Staff recommended approval of Resolution 20-R-04.

Council member Castro moved to approve Resolution 20-R-04, calling and establishing the procedures for a Special Election to be held on May 2, 2020, for the purpose of submitting to the qualified voters of the City of Alvin, Texas, a proposition to vote “for” or “against” the “Adoption of the police officer’s civil service law;” and providing for other related matters thereto. Seconded by Council member Richards; motion carried on a vote of 7 Ayes.

Consider Ordinance 20-C, amending Ordinance 19-W, passed and approved on September 19, 2019, same being an ordinance approving and adopting the City of Alvin’s budget for Fiscal Year 2019-2020 by approving a budget amendment to the original 2019-20 budget; providing for supplemental appropriation and/or transfer of funds for the purpose of amending the budget of the Police Department by \$11,500 to fund cell phones and activation plans for officers under the Alvin Police Officers Association for departmental operational purposes related to the public safety of the City; providing for severability; and providing for other matters related thereto set forth in the attached “Exhibit A.”

In the current Collective Bargaining Agreement (CBA), there is not a reference to cell phone allowance. As a result, officers have been using their personal cell phones for city operations such as: texting confidential information, taking pictures at crime scenes, etc. The recent amendments to the law as a result of Senate Bill 944 places a liability or duty on the owner of the personal device regarding the retention of public information, and would necessitate the transfer of all city related communications from their personal mobile device to the city server on a continual basis.

The Alvin Police Officer’s Association is requesting that the city provide cell phone devices to officers, which would be owned by the City and linked to the City’s server for public safety operational purposes and would alleviate the officers from having to transfer information from their person cell phone devices to the City’s server.

	FY 2020 (Feb-Sept.)	FY 2021
Data Plan for 51 APOA officers	\$21,415	\$32,123
Promotional Activation Credit	(\$10,200)	
Total	\$11,215	\$31,123

Council member Vela moved to approve Ordinance 20-C, amending Ordinance 19-W, passed and approved on September 19, 2019, same being an ordinance approving and adopting the City of Alvin’s budget for Fiscal Year 2019-2020 by approving a budget amendment to the original 2019-20 budget; providing for supplemental appropriation and/or transfer of funds for the purpose of amending the budget of the Police Department by \$11,500 to fund cell phones for officers under the Alvin Police Officers Association for departmental operational purposes related to the public safety of the City; providing for severability; and providing for other matters related thereto. Seconded by Council member Arendell; motion carried on a vote of 7 Ayes.

Consider Resolution 20-R-05, readopting the Economic Development Policy for the City of Alvin; including criteria and guidelines governing tax abatement, tax increment reinvestment zones and additional economic incentives within the City; and setting forth related matters thereto.

The Texas Tax Code, Chapter 312.002(c) recommends the City renew its Economic Development Policy every two years as it relates to tax abatement guidelines. This policy is used by staff as a guideline to work with development projects. The only change to the policy is the capability of the City of Alvin to establish a business incentives program by separate policy approved by City Council. Staff recommended approval of Resolution 20-R-05.

Council member Thompson moved to approve Resolution 20-R-05, readopting the Economic Development Policy for the City of Alvin; including criteria and guidelines governing tax abatement, tax increment reinvestment zones and additional economic incentives within the City; and setting

forth related matters thereto. Seconded by Council member Starkey; motion carried on a vote of 7 Ayes.

Consider a variance request to Chapter 30 ½ - Regulation of Sex Offender Residency, of the City of Alvin Code of Ordinances, from Benjamin Clemmons residing at 1120 Robinson Street, Alvin, Texas. On November 14, 2019, the City received a written request for a variance from Benjamin Clemmons, who resides at 1120 Robinson Street, Alvin, Texas. Mr. Clemmons' request is based upon the Sex Offender Residency Requirements, or prohibitions, in Chapter 30 ½ of the City's Code of Ordinances.

The Code of Ordinances, Chapter 30 ½ -3 provides if a person is required to register on the Department of Public Safety's Sex Offender Database because of a violation involving a victim who was less than seventeen (17) years of age, it is unlawful for that person to establish a permanent residence or temporary residence within one thousand (1,000) feet of any premise where children commonly gather. Premise where children commonly gather includes parks and playgrounds. For purposes of determining distance, the requirement is measured by following a straight line from the outer property line of the permanent or temporary residence to the nearest property line of the premises where children commonly gather.

Mr. Clemmons' residence is within 1,000 feet of Sealy Park. Mr. Clemmons is required to register for ten (10) years as a Sex Offender, based upon the following:

In August 2008, Mr. Clemmons was charged with two (2) counts of Aggravated Sexual Assault of a Child, one (1) count of Indecency with a Child by Contact, and one (1) count of Indecency with a Child by Exposure.

In April 2009, he was convicted of Indecency with a Child by Exposure and sentenced to 10 years confinement in the Texas Department of Criminal Justice – Institutional Division. He served 9 years and 2 months and was released in approximately June 2018. He will be required to register until approximately 2028.

Mr. Clemmons' fiancée and future in-laws have provided letters in support of Mr. Clemmons and this variance request.

Council member Castro moved to deny the variance request submitted by Benjamin Clemmons, for the residence located at 1120 Robinson Street. Seconded by Council member Richards; motion carried on a vote of 7 Ayes.

Consider a variance request to Chapter 30 ½ - Regulation of Sex Offender Residency, of the City of Alvin Code of Ordinances, from Eugenio Rodriguez for the residence at 704 W. Willis, Alvin, Texas. At the regular City Council meeting held on December 6, 2018, City Council denied a written request for a variance from Eugenio Rodriguez based upon the Sex Offender Residency Requirements, or prohibitions, in Chapter 30 ½ of the City's Code of Ordinances.

On January 5, 2020, the City received another variance request to the Sex Offender Residency Requirements of Chapter 30 ½ from Mr. Rodriguez.

The Code of Ordinances, Chapter 30 ½ -3 provides if a person is required to register on the Department of Public Safety's Sex Offender database because of a violation involving a victim who was less than seventeen (17) years of age, it is unlawful for that person to establish a permanent residence or temporary residence within one thousand (1,000) feet of any premise where children commonly gather. Premise where children commonly gather includes parks and playgrounds. For purposes of determining distance, the requirement is measured by following a straight line from the outer property line of the permanent or temporary residence to the nearest property line of the premises where children commonly gather.

Mr. Rodriguez is required to register for life as a Sex Offender, based upon his following convictions:

Offense	Victim	Sentence and Date of Sentence
Aggravated Sex Assault – Child	10-year-old male friend	10 years TDCJ on 1/22/1981
Aggravated Sex Assault	17-year-old male friend	10 years TDCJ on 1/22/1981
Aggravated Kidnapping w/Intent to Commit Sex Assault	11-year-old female friend	45 years TDCJ on 11/30/1981
Aggravated Sex Assault – Child	10-year-old male stranger	10 years TDCJ on 1/22/1982
Sexual Assault – Child	9-year-old female stranger	10 years TDCJ on 3/19/1982

Mr. Rodriguez is now approximately 69 years old, and was approximately 30 years old at the time of the offenses. As a result of the 11/30/1981 conviction, Mr. Rodriguez is on parole until 2035. Mr. Rodriguez was released on parole in approximately September 2018.

Mr. Rodriguez's variance request lists his residence at 704 West Willis. This residence is approximately 919 feet from Sealy Park. Mr. Rodriguez also verbally inquired about residing at 215 North Jackson Street, which is next to and adjacent to 704 West Willis. Although the property line for this location itself is greater than 1,000 feet (approximately 1,024 feet), part of the residential structure is in the lot on 704 West Willis, and therefore falls within the exclusion zone.

Although not specifically covered by our Ordinance, in addition to the exclusion zone created by Sealy Park, both residences are within 1,000 feet of a juvenile group home, which is licensed and regulated by the Texas Health and Human Services Commission. This is a home with developmentally or intellectually disabled juveniles who have been forensically placed in the home.

Council member Castro moved to deny the variance request submitted by Eugenio Rodriguez for the residence at 704 W. Willis. Seconded by Council member Richards; motion carried on a vote of 7 Ayes.

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 next 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.

Glenn Starkey encouraged families to talk about safe driving.

ADJOURNMENT

Mayor Horn adjourned the meeting at 8:06 p.m.

PASSED and APPROVED the 20th day of February 2020.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 2/20/2020

Department: Police

Contact: Chief Robert E. Lee

Agenda Item: Acknowledgement of the 2019 Alvin Police Department's Annual Racial Profiling Report.

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

Summary: Article 2.134 of the Texas Code of Criminal Procedure requires that not later than March 1st of each year, law enforcement agencies submit a report containing the previous year's incident-based data to the Texas Commission on Law Enforcement (TCOLE) and to the governing body of that agency's city or county.

In 2017, the State Legislature passed the Sandra Bland Act (SB1849) which, among other things, repealed Code of Criminal Procedure (CCP) section 2.135 which gave a partial exemption for racial profiling data collection to agency's which had installed camera's in all vehicles routinely used to make traffic stops. With the repeal of this section, a significant increase in the amount of data collected from traffic stops has occurred and is reflected in the 2019 racial profiling report. The 2019 report includes data on gender, race or ethnicity, if race was known prior to the stop, reason for the stop, street address or approximate location of the stop, if a search was conducted, if a search was conducted the reason for the search if contraband was discovered, description of contraband, result of the stop (verbal warning, written warning, citation, arrest and if use of force resulting in bodily injury occurred), if an arrest occurred whether it was a penal law, traffic law, city ordinance or warrant.

A comparison of demographic data collected with the latest demographic data estimate of the City of Alvin (census.gov 2019), with the 77511-zip code public school demographic data (no date provided for this data), and the Alvin ISD Demographic Data (<https://schools.texastribune.org/districts/alvin-isd/> 2017/2018) was made. The actual demographic makeup of the City is considered to be outside of these data sets as the zip code demographics, and AISD boundaries extend well beyond the city limits, and none of the comparison data sets consider or measure work, shopping, or travel demographics within the City. The 2019 racial profiling report is believed to be representative of our population in general and does not indicate racial profiling bias. No complaints of racial profiling were filed with the Alvin Police Department in 2019.

Staff recommends that City Council acknowledge receipt of the 2019 APD Racial Profiling Report.

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: 2/11/2020 SLH

Supporting documents attached:

- 2019 Racial Profiling Report to Texas Commission on Law Enforcement (TCOLE)
- 2019 Demographic Comparison Chart

Recommendation: Move to acknowledge receipt of the 2019 APD Racial Profiling Report.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

Racial Profiling Report | Full

Reporting Date: 02/11/2020

Agency Name: ALVIN POLICE DEPT
TCOLE Agency Number: 039201

Chief Administrator: ROBERT E. LEE

Agency Contact Information:
Phone: (281) 585-7101
Email: rlee@cityofalvin.com

Mailing Address:
1500 S. GORDON ST.
ALVIN, TX 77511

This Agency filed a full report

ALVIN POLICE DEPT has adopted a detailed written policy on racial profiling. Our policy:

- 1.) clearly defines acts constituting racial profiling;
- 2.) strictly prohibit peace officers employed by the ALVIN POLICE DEPT from engaging in racial profiling;
- 3.) implements a process by which an individual may file a complaint with the ALVIN POLICE DEPT if the individual believes that a peace officer employed by the ALVIN POLICE DEPT has engaged in racial profiling with respect to the individual;
- 4.) provides public education relating to the agency's complaint process;
- 5.) requires appropriate corrective action to be taken against a peace officer employed by the ALVIN POLICE DEPT who, after an investigation, is shown to have engaged in racial profiling in violation of the ALVIN POLICE DEPT policy adopted under this article;
- 6.) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - a.) the race or ethnicity of the individual detained;
 - b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and
 - c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
- 7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:
 - a.) the Commission on Law Enforcement; and
 - b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: J.M. Schauer, Sergeant

Date: 02/11/2020

Total stops: 10862

Gender

Female	6346
Male	4516

Race / Ethnicity

Black	1064
Asian / Pacific Islander	261
Hispanic / Latino	6444
White	3059
Alaska Native / American	34

Was race or ethnicity known prior to stop?

Yes	90
No	10772

Reason for stop?

Violation of law	56
Preexisting knowledge	52
Moving traffic violation	8935
Vehicle traffic violation	1819

Street address or approximate location of the stop

City street	6780
US highway	0
County road	52
State highway	2579
Private property or other	1451

Was a search conducted?

Yes	547
No	10315

Reason for Search?

consent	167
contraband	13
probable	141
inventory	106

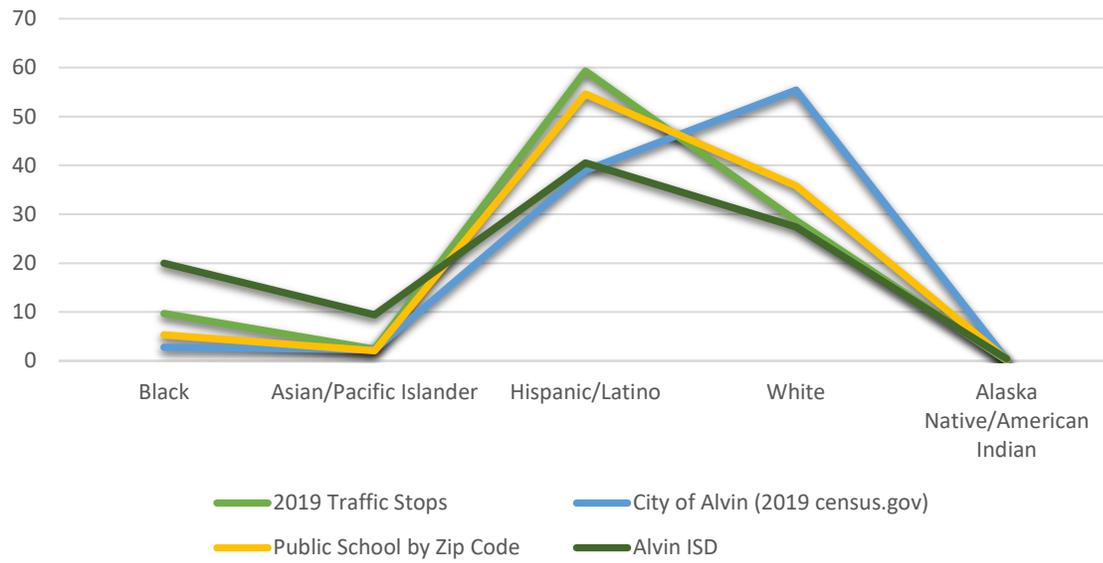
ncident to arrest	120
Was Contraband discovered?	
Yes	231
No	316
Description of contraband	
Drugs	116
Currency	1
Weapons	8
Alcohol	26
Stolen property	3
Other	77
Result of the stop	
Verbal warning	4959
Written warning	2128
Citation	3367
Written warning and arrest	13
Citation and arrest	71
Arrest	324
Arrest based on	
Violation of Penal Code	125
Violation of Traffic Law	175
Violation of City Ordinance	0
Outstanding Warrant	108
Was physical force resulting in bodily injury used during stop?	
Yes	10
No	10852

Submitted electronically to the



The Texas Commission on Law
Enforcement

2019 Demographic Comparison %





AGENDA COMMENTARY

Meeting Date: 2/20/2020

Department: Parks and Recreation

Contact: Dan Kelinske, Director

Agenda Item: Acknowledge receipt of the Parks and Recreation Department's five-year list of recommended park improvement projects.

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

Summary: The City Charter requires the Parks and Recreation Board to make recommendations to the City Council for improvement and betterment of public parks and recreational facilities by March 1st of each year. On January 11, 2020, the Parks and Recreation Board took a tour of 17 City locations including 12 parks, the Hike and Bike trail, the pool, and other City-owned property. Based on that tour, the Board recommended the five-year list of improvements, which was unanimously approved the regular Board meeting on February 3, 2020. This list was presented to City Council during the February 11, 2020, workshop with the other recommended City of Alvin Capital Improvement Projects. The park improvement projects will remain part of the City's comprehensive Capital Improvement Project list, reviewed by the Planning Commission and presented again, to City Council.

The five-year park improvement projects list is a planning document. City staff recognizes that funding may not be available to fund all projects listed.

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:** 2/13/2020 SLH

Supporting documents attached:

- Recommended park improvement projects list

Recommendation: Move to acknowledge receipt of the Parks and Recreation Department's five-year list of recommended park improvement projects.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

**CITY OF ALVIN
2021 - 2025 CAPITAL IMPROVEMENT PROGRAM
PARKS**

Project No.	Project Name	PRIOR YEARS	PROJECTED 2020	2021	2022	2023	2024	2025	Total	2021 - 2025 Allocation
PA1802	Disc Golf Course	\$329,821	\$488,521						\$818,342	
PA1901	Pearson Park Capital Improvement Rec.	\$155,715		\$1,749,000	\$271,000	\$200,800	\$94,100	\$116,000	\$2,586,615	\$2,430,900
PA1902	Tom Blakeney Trail Park Capital Imp. Rec.	\$9,187	\$90,814		\$2,756,000				\$2,856,000	\$2,756,000
PA2001	Briscoe Park Capital Improvement Rec.			\$473,280	\$157,800	\$69,600	\$93,280	\$232,000	\$1,025,960	\$1,025,960
PA2002	Nat. Oak Park & Bob Owen Pool Capital Imp. Re			\$116,000		\$34,980			\$150,980	\$150,980
PA2003	Newman Park Capital Improvement Rec.			\$86,100	\$55,000	\$58,000	\$313,200	\$290,000	\$802,300	\$802,300
PA2101	Prairie Dog Park Capital Improvement Rec.			\$65,000	\$197,200		\$232,000		\$494,200	\$494,200
PA2102	Ruben Adame Park Capital Imp. Rec.			\$29,000	\$66,000		\$127,600	\$175,000	\$397,600	\$397,600
PA2103	Talmadge Park Capital Improvement Rec.			\$58,000		\$81,200			\$139,200	\$139,200
PA2201	Hugh Adams Park Capital Improvement Rec.			\$104,940		\$93,280			\$198,220	\$198,220
PA2202	Lions Park Capital Improvement Rec.			\$116,000	\$129,920		\$522,000	\$92,800	\$860,720	\$860,720
PA2203	Morgan Park Capital Improvement Rec.				\$46,400	\$127,600	\$11,600		\$185,600	\$185,600
PA2301	Sealy Park Capital Improvement Rec.					\$46,400	\$88,000	\$175,000	\$309,400	\$309,400
PA2302	Marina Park Capital Improvement Rec.					\$200,000	\$2,200,000		\$2,400,000	\$2,400,000
PA2303	Bob Owen Municipal Pool Improvement Rec.			\$58,000		\$47,700			\$105,700	\$105,700
	TOTAL USES	\$494,723	\$579,335	\$2,855,320	\$3,679,320	\$959,560	\$3,681,780	\$1,080,800	\$13,330,837	\$12,256,780

**CITY OF ALVIN
2021 - 2025 CAPITAL IMPROVEMENT PROGRAM
PARKS**

SOURCE OF FUNDS	PRIOR YEARS	PROJECTED 2020	2021 - 2025					Total	2021 - 2025 Allocation
			2021	2022	2023	2024	2025		
General Project Fund Revenue	\$261,856	\$579,335	\$694,926	\$154,400	\$384,760	\$256,200	\$175,000	\$2,506,476	\$1,665,286
Certificates of Obligation (CO)									
General Obligation Bonds (GO)									
New/Proposed CO Bonds			\$1,590,000	\$2,756,000		\$2,722,000		\$7,068,000	\$7,068,000
New/Proposed GO Bonds									
W/S Revenue Bonds									
W/S Project Fund Revenue									
Impact Fees									
Sales Taxes									
Other Funding Sources	\$232,867		\$570,394	\$768,920	\$574,800	\$703,580	\$905,800	\$3,756,361	\$3,523,494
TOTAL SOURCES	\$494,722	\$579,335	\$2,855,320	\$3,679,320	\$959,560	\$3,681,780	\$1,080,800	\$13,330,837	\$12,256,780

USES	PRIOR YEARS	PROJECTED 2020	2021 - 2025					Total	2021 - 2025 Allocation
			2021	2022	2023	2024	2025		
Prelim. Engineering Report								\$0	\$0
Land/Right of Way								\$0	\$0
Design/Surveying	\$9,187	\$90,814	\$253,800	\$46,200	\$254,000	\$113,000	\$93,000	\$860,000	\$760,000
Construction	\$485,536	\$488,521	\$2,601,520	\$3,633,120	\$705,560	\$3,568,780	\$987,800	\$12,470,837	\$11,496,780
Equipment and Furniture								\$0	\$0
Contingency								\$0	\$0
TOTAL USES	\$494,723	\$579,335	\$2,855,320	\$3,679,320	\$959,560	\$3,681,780	\$1,080,800	\$13,330,837	\$12,256,780

PROJECT DESCRIPTION
 FY2019 includes: base bid of \$294,660 for course construction, lighting for holes 1-9 (Alternative Bid Item #1) \$242,206.75, lighting for holes 10-10 (Alternative Bid Item #2) \$206,087 and 6% contingency \$44,577.00



PROJECT ORIGIN AND JUSTIFICATION
 Construction and illumination of an 18 hole disc golf course would provide added value to the existing park system. "Parks and open space investments contribute to the community's livability and quality of life, which in turn enhances its' attractiveness as a place to live and conduct business." (Comprehensive Plan Page 4-2) Currently no other illuminated disc golf courses exist in the State of Texas, making this course unique which could to attract regional players and promoting tourism. (Parks and Recreation Master Plan, strategy 4.2.2)

INCREMENTAL OPERATING AND MAINTENANCE COSTS

Impact on operating budget No Yes (See Below)

Fiscal Year	2020	2021	2022	2023	2024
Total Revenue	-	-	-	-	-
Personnel Services	\$ -	-	-	-	-
Operation & Maintenance	8,000.00	8,000.00	-	-	-
Capital Outlay	-	-	-	-	-
Total Expense	\$ 8,000.00	\$ 8,000.00	\$ -	\$ -	\$ -

PROJECT COSTS ALLOCATION	TOTAL BUDGET	FY PROJECTED ALLOCATIONS								PROJECT TOTAL
		TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2020	2021	2022	2023	2024	2025	
Prelim. Engineering Report										
Land/Right of Way										
Design/Surveying										
Construction		\$818,342	\$329,821	\$488,521						\$818,342
Equipment and Furniture										
Contingency										
TOTAL COSTS	\$0	\$818,342	\$329,821	\$488,521	\$0	\$0	\$0	\$0	\$0	\$18,342

FUNDING SOURCES	TOTAL BUDGET	FY PROJECTED FUNDING SOURCES								PROJECT TOTAL
		TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2020	2021	2022	2023	2024	2025	
General Project Fund Revenue		\$585,475	\$96,954	\$488,521						\$585,475
Certificates of Obligation (CO)										
General Obligation Bonds (GO)										
New/Proposed CO Bonds										
New/Proposed GO Bonds										
W/S Revenue Bonds										
W/S Project Fund Revenue										
Impact Fees										
Sales Taxes										
Other Funding Sources ¹ -		\$232,867	\$232,867							\$232,867
TOTAL SOURCES	\$0	\$818,342	\$329,821	\$488,521	\$0	\$0	\$0	\$0	\$0	\$818,342

Explain & Identify Type of Other Sources: HOT Funds, MOU w/ C&R #3 for grading/dirt work

Project Manager: Parks and Recreation Director

PROJECT DESCRIPTION
 In fiscal year 2021, replacement lighting for nine athletic fields and renovation of east end concession building. In fiscal year 2022, it is recommended to construct a wooden picnic deck near basketball court, mill & overlay 2 asphalt parking lots, install basketball court lighting. In fiscal year 2023, installation of sixteen bleacher shade coverings & playground cover is recommended. In fiscal year 2024, installation of irrigation on nine athletic playing fields & replace wooden picnic pavilion with park standard metal pavilion. 2025 upgrade 8 scoreboards



PROJECT ORIGIN AND JUSTIFICATION
 The current wooden poles are very old and many are not vertically straight which causes mis-alignment of the lighting. In addition a permanent field conversion from football to softball has left four fields without proper lighting, creating a hazard for players at night. The east end concession building is in need of renovation in order to function properly. A wooden deck near the basketball court would allow a hard surface resting area for court users. Located under the existing oak trees shade would be available and would prevent the grass from being trampled and creating an unattractive and unsafe surface. Bleacher shade would provide relief from the sun to spectators during softball games. Irrigation would allow for improved athletic turf management when applying granulated fertilizer, seed or ant treatment.

INCREMENTAL OPERATING AND MAINTENANCE COSTS

Impact on operating budget No Yes (See Below)

Fiscal Year	2020	2021	2022	2023	2024
Total Revenue					-
Personnel Services					-
Operation & Maintenance					\$ 22,500.00
Capital Outlay					-
Total Expense	\$ -	\$ -	\$ -	\$ -	\$ 22,500.00

PROJECT COSTS ALLOCATION	TOTAL BUDGET	FY PROJECTED ALLOCATIONS								
		TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2020	2021	2022	2023	2024	2025	PROJECT TOTAL
Prelim. Engineering Report										
Land/Right of Way										
Design/Surveying		\$183,000		\$159,000		\$10,000	\$4,000	\$10,000	\$183,000	
Construction	\$2,403,615	\$2,403,615	\$155,715	\$1,590,000	\$271,000	\$190,800	\$90,100	\$106,000	\$2,403,615	
Equipment and Furniture										
Contingency										
TOTAL COSTS	\$2,403,615	\$2,586,615	\$155,715	\$0	\$1,749,000	\$271,000	\$200,800	\$94,100	\$116,000	\$2,586,615

FUNDING SOURCES	TOTAL BUDGET	FY PROJECTED FUNDING SOURCES								
		TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2020	2021	2022	2023	2024	2025	PROJECT TOTAL
General Project Fund Revenue	\$150,000	\$155,715	\$155,715							\$155,715
Certificates of Obligation (CO)										
General Obligation Bonds (GO)										
New/Proposed CO Bonds		\$1,590,000		\$1,590,000						\$1,590,000
New/Proposed GO Bonds										
W/S Revenue Bonds										
W/S Project Fund Revenue										
Impact Fees										
Sales Taxes										
Other Funding Sources ¹ -	\$153,700	\$840,900		\$159,000	\$271,000	\$200,800	\$94,100	\$116,000	\$840,900	
TOTAL SOURCES	\$303,700	\$2,586,615	\$155,715	\$0	\$1,749,000	\$271,000	\$200,800	\$94,100	\$116,000	\$2,586,615

Explain & Identify Type of Other Sources: Park Dedication Fund

Project Manager: Parks and Recreation Director

PROJECT DESCRIPTION
 In fiscal year 2019, preliminary engineering/design for Phase III was included in the budget. In fiscal year 2022, construction of Phase III is recommended as the sewer line is being replaced along a portion of the projected trail on the lake property.

PROJECT IMAGE



PROJECT ORIGIN AND JUSTIFICATION
 Phase III of the hike and bike trail is planned to extend from South Street to Alvin Community College. This route was designed by a steering committee, approved by the Parks and Recreation Board and ultimately adopted by City Council as part of the 2035 Comprehensive Plan (Goal 4.3, Obj. 4.3.1, pg. 4-21) Phase III is emphasized in the 2017 Parks and Recreation Master Plan (Goal 2.0, obj. 2.1, Strategy 2.1.1, pg. 3.22)

INCREMENTAL OPERATING AND MAINTENANCE COSTS

Impact on operating budget No Yes (See Below)

Fiscal Year	2020	2021	2022	2023	2024
Total Revenue	-	-	-	-	-
Personnel Services					
Operation & Maintenance	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
Capital Outlay					
Total Expense	\$ 10,000.00				

PROJECT COSTS ALLOCATION	TOTAL BUDGET	FY PROJECTED ALLOCATIONS								PROJECT TOTAL
		TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2020	2021	2022	2023	2024	2025	
Prelim. Engineering Report										
Land/Right of Way										
Design/Surveying	\$100,000	\$100,000	\$9,187	\$90,814						\$100,000
Construction	\$2,756,000	\$2,756,000				\$2,756,000				\$2,756,000
Equipment and Furniture										
Contingency										
TOTAL COSTS	\$2,856,000	\$2,856,000	\$9,187	\$90,814	\$0	\$2,756,000	\$0	\$0	\$0	\$2,856,000

FUNDING SOURCES	TOTAL BUDGET	FY PROJECTED FUNDING SOURCES								PROJECT TOTAL
		TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2020	2021	2022	2023	2024	2025	
General Project Fund	\$100,000	\$100,000	\$9,187	\$90,814						\$100,000
Certificates of Obligation (CO)										
General Obligation Bonds (GO)										
New/Proposed CO Bonds	\$2,756,000	\$2,756,000				\$2,756,000				\$2,756,000
New/Proposed GO Bonds										
W/S Revenue Bonds										
W/S Project Fund Revenue										
Impact Fees										
Sales Taxes										
Other Funding Sources ¹ -										
TOTAL SOURCES	\$2,856,000	\$2,856,000	\$9,187	\$90,814	\$0	\$2,756,000	\$0	\$0	\$0	\$2,856,000

Explain & Identify Type of Other Sources: Park Dedication Fund and/or General Projects Fund
 \$100,000 was added to FY20 for revenues to balance out the project. Need to verify where this funding will come from.

Project Manager: Parks and Recreation Director

PROJECT DESCRIPTION
 In fiscal year 2021, splash pad, fishing pier @ the retention pond, drainage/grading/dirtwork @ Dog Park, Disc Golf, Football Fields & upgrade grinder station. are recommended. In fiscal year 2022, install curb and gutter and repair to sub-base of asphalt parking lot w/ slurry seal cap & re-stripe. In fiscal year 2023, three bleacher shade covers are recommended, one for each of the three bleachers located adjacent to one of the football fields. Install two shade canopies within the large dog area of the dog park. In fiscal year 2024, installation of solar lighting for the dog park is recommended. In fiscal year 2025, installation of two concrete parking lots (Northeast & Southwest)



PROJECT ORIGIN AND JUSTIFICATION
 A splash pad is the most needed park amenity according to a survey found in the 2017 Parks and Recreation Master Plan. A fishing pier, would also promote fresh water fishing in our community as the pond is currently registered with the Texas Parks and Wildlife Department, aka "Briscoe Pond" and stocked with fish annually. Installing a curb and gutter would help to prevent vehicular traffic from rutting up the grass. Three bleacher shade covers would provide relief to spectators watching football games as there is significant lack of shade at the park. Two shade canopies within the large dog area of the dog park have been requested by park users to park staff as there is minimal to no shade in that area. Solar lighting at the dog park would allow for extended use of the park during the evening hours, especially during the winter months.

INCREMENTAL OPERATING AND MAINTENANCE COSTS

Impact on operating budget No Yes (See Below)

Fiscal Year	2020	2021	2022	2023	2024
Total Revenue					
Personnel Services					
Operation & Maintenance		10,000.00			4,400.00
Capital Outlay					
Total Expense	\$ -	\$ 10,000.00	\$ -	\$ -	\$ 4,400.00

PROJECT COSTS ALLOCATION	TOTAL BUDGET	FY PROJECTED ALLOCATIONS								PROJECT TOTAL
		TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2020	2021	2022	2023	2024	2025	
Prelim. Engineering Report										
Land/Right of Way										
Design/Surveying		\$151,600		\$40,800	\$9,000	\$6,000			\$20,000	\$75,800
Construction		\$1,900,320		\$432,480	\$148,800	\$63,600		\$93,280	\$212,000	\$950,160
Equipment and Furniture										
Contingency										
TOTAL COSTS	\$0	\$2,051,920	\$0	\$0	\$473,280	\$157,800	\$69,600	\$93,280	\$232,000	\$1,025,960

FUNDING SOURCES	TOTAL BUDGET	FY PROJECTED FUNDING SOURCES								PROJECT TOTAL
		TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2020	2021	2022	2023	2024	2025	
General Project Fund Revenue		\$385,280			\$330,480	\$54,800				\$385,280
Certificates of Obligation (CO)										
General Obligation Bonds (GO)										
New/Proposed CO Bonds										
New/Proposed GO Bonds										
W/S Revenue Bonds										
W/S Project Fund Revenue										
Impact Fees										
Sales Taxes										
Other Funding Sources ¹ -		\$640,680			\$142,800	\$103,000	\$69,600	\$93,280	\$232,000	\$640,680
TOTAL SOURCES	\$0	\$1,025,960	\$0	\$0	\$473,280	\$157,800	\$69,600	\$93,280	\$232,000	\$1,025,960

Explain & Identify Type of Other Sources: Park Dedication Funds

Project Manager: Parks and Recreation Director

PROJECT DESCRIPTION
 In fiscal year 2021, relocation of the existing playground, construction of a congregation/picnic area is recommended. In fiscal year 2023, installation of parking lot lights for the Sidnor Street parking lot (near bridge) is recommended. *recommended site for KaBOOM! Grant



PROJECT ORIGIN AND JUSTIFICATION
 Currently, the playground is located in close proximity to the skatepark. With the greater volume of skatepark participants, a larger area is needed so skate park users can rest and socialize. Moving the playground closer to the existing swing set will consolidate playspaces into a single area which will allow for improved park usage. The parking lot lights would improve visibility of the parking lot and provide added security lighting because the lot is located at the dead-end of Sidnor and is regularly used by community members to quickly access the Nature Observation Area or pedestrian bridge on the hike and bike trail.

INCREMENTAL OPERATING AND MAINTENANCE COSTS

Impact on operating budget No Yes (See Below)

Fiscal Year	2020	2021	2022	2023	2024
Total Revenue	-	-	-	-	-
Personnel Services					
Operation & Maintenance					3,000.00
Capital Outlay					-
Total Expense	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00

PROJECT COSTS ALLOCATION	TOTAL BUDGET	FY PROJECTED ALLOCATIONS								PROJECT TOTAL
		TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2020	2021	2022	2023	2024	2025	
Prelim. Engineering Report										
Land/Right of Way										
Design/Surveying		\$26,000			\$10,000		\$3,000			\$13,000
Construction		\$137,980			\$106,000		\$31,980			\$137,980
Equipment and Furniture										
Contingency										
TOTAL COSTS	\$0	\$163,980	\$0	\$0	\$116,000	\$0	\$34,980	\$0	\$0	\$150,980

FUNDING SOURCES	TOTAL BUDGET	FY PROJECTED FUNDING SOURCES								PROJECT TOTAL
		TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2020	2021	2022	2023	2024	2025	
General Project Fund Revenue		\$58,386			\$23,406		\$34,980			\$58,386
Certificates of Obligation (CO)										
General Obligation Bonds (GO)										
New/Proposed CO Bonds										
New/Proposed GO Bonds										
W/S Revenue Bonds										
W/S Project Fund Revenue										
Impact Fees										
Sales Taxes										
Other Funding Sources ¹ -		\$92,594			\$92,594					\$92,594
TOTAL SOURCES	\$0	\$150,980	\$0	\$0	\$116,000	\$0	\$34,980	\$0	\$0	\$150,980

Explain & Identify Type of Other Sources: Park Dedication Fund

Project Manager: Parks and Recreation Director

PROJECT DESCRIPTION
 In fiscal year 2021 replacement of two wooden pavilions is recommended along with shade cover for bleachers at basketball court. In fiscal year 2022, extending the existing concrete walking path is recommended. In fiscal year 2023, add lighting to basketball court. In fiscal year 2024, installation of pathway lighting, shade cover over playground is recommended. In fiscal year 2025, recommend to construct permanent restrooms, expand existing parking lot.



PROJECT ORIGIN AND JUSTIFICATION
 The wooden pavilions are over twenty years old, showing deterioration and need to be replaced. Replacement pavilion design, material and color should follow the site furnishing standard outlined the Park Standards Manual (pg. E.12). Extending the concrete walking path has been requested by residents. Walking/Biking trails were also identified as a need in the Parks and Recreation Master Plan. Installation of pathway lighting would provide an opportunity for community members to utilize the park in the evening, especially during the winter months.

INCREMENTAL OPERATING AND MAINTENANCE COSTS

Impact on operating budget No Yes (See Below)

Fiscal Year	2020	2021	2022	2023	2024
Total Revenue	-	-	-	-	-
Personnel Services					
Operation & Maintenance					10,000.00
Capital Outlay					-
Total Expense	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00

PROJECT COSTS ALLOCATION	TOTAL BUDGET	FY PROJECTED ALLOCATIONS								PROJECT TOTAL
		TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2020	2021	2022	2023	2024	2025	
Prelim. Engineering Report										
Land/Right of Way										
Design/Surveying		\$64,500		\$7,500		\$5,000	\$27,000	\$25,000		\$64,500
Construction		\$737,800		\$78,600	\$55,000	\$53,000	\$286,200	\$265,000		\$737,800
Equipment and Furniture										
Contingency										
TOTAL COSTS	\$0	\$802,300	\$0	\$0	\$86,100	\$55,000	\$58,000	\$313,200	\$290,000	\$802,300

FUNDING SOURCES	TOTAL BUDGET	FY PROJECTED FUNDING SOURCES								PROJECT TOTAL
		TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2020	2021	2022	2023	2024	2025	
General Project Fund Revenue		\$43,100			\$26,100			\$17,000		\$43,100
Certificates of Obligation (CO)										
General Obligation Bonds (GO)										
New/Proposed CO Bonds										
New/Proposed GO Bonds										
W/S Revenue Bonds										
W/S Project Fund Revenue										
Impact Fees										
Sales Taxes										
Other Funding Sources ¹ -		\$759,200			\$60,000	\$55,000	\$58,000	\$296,200	\$290,000	\$759,200
TOTAL SOURCES	\$0	\$802,300	\$0	\$0	\$86,100	\$55,000	\$58,000	\$313,200	\$290,000	\$802,300

Explain & Identify Type of Other Sources: Park Dedication Fund and/or General Projects Fund

Project Manager: Parks and Recreation Director

PROJECT DESCRIPTION
 In fiscal year 2021, expansion of Prairie Dog Park is recommended through acquisition and demolition of the EMS building coupled with re-design of the park footprint. In fiscal year 2022, recommend installation of an outdoor exercise area and concrete pathway to join all park amenities. In fiscal year 2024, construction of a splash pad and park lighting is recommended.



PROJECT ORIGIN AND JUSTIFICATION
 With the relocation of the EMS department, removal of the wooden privacy fence along with the building itself would allow for expansion and significant visibility of the the park from House Street. Parking and progressive park amenities such as an outdoor exercise area and splash pad can create unique attractions within this park (Parks Master Plan Strategy 3.2.2, pg. 3.29 & Survey Table pg. 3.15). Park lighting will be necessary to allow park users to utilize the park in the evening especially during the winter months (Parks Master Plan Objective 2.3, page 3.26).

INCREMENTAL OPERATING AND MAINTENANCE COSTS

Impact on operating budget No Yes (See Below)

Fiscal Year	2020	2021	2022	2023	2024
Total Revenue	-	-	-	-	-
Personnel Services					
Operation & Maintenance					15,750.00
Capital Outlay					
Total Expense	\$ -	\$ -	\$ -	\$ -	\$ 15,750.00

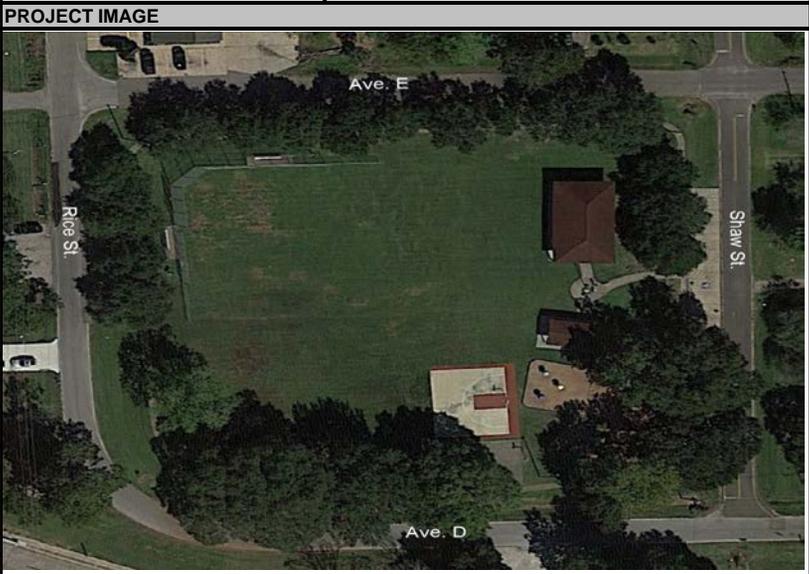
PROJECT COSTS ALLOCATION	TOTAL BUDGET	FY PROJECTED ALLOCATIONS								PROJECT TOTAL
		TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2020	2021	2022	2023	2024	2025	
Prelim. Engineering Report										
Land/Right of Way										
Design/Surveying		\$42,000			\$5,000	\$17,000		\$20,000		\$42,000
Construction		\$452,200			\$60,000	\$180,200		\$212,000		\$452,200
Equipment and Furniture										
Contingency										
TOTAL COSTS	\$0	\$494,200	\$0	\$0	\$65,000	\$197,200	\$0	\$232,000	\$0	\$494,200

FUNDING SOURCES	TOTAL BUDGET	FY PROJECTED FUNDING SOURCES								PROJECT TOTAL
		TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2020	2021	2022	2023	2024	2025	
General Project Fund Revenue		\$181,200			\$65,000	\$17,200		\$100,000		\$182,200
Certificates of Obligation (CO)										
General Obligation Bonds (GO)										
New/Proposed CO Bonds										
New/Proposed GO Bonds										
W/S Revenue Bonds										
W/S Project Fund Revenue										
Impact Fees										
Sales Taxes										
Other Funding Sources ¹ -		\$312,000				\$180,000		\$132,000		\$312,000
TOTAL SOURCES	\$0	\$493,200	\$0	\$0	\$65,000	\$197,200	\$0	\$232,000	\$0	\$494,200

¹Explain & Identify Type of Other Sources: Park Dedication Fund

Project Manager: Parks and Recreation Director

PROJECT DESCRIPTION
 In fiscal year 2021, construct remaining 1/2 basketball court. In fiscal year 2022, install lighting for the basketball court, playground and baskstop area, purchase and install new swing set with parent child swing(s) or other unique feature. In fiscal year 2024, install shade canopy over the basketball court. In fiscal year 2025, construct permanent restrooms.



PROJECT ORIGIN AND JUSTIFICATION
 Construction of the remaining 1/2 basketball court is recommended because the amount of CDBG funding in FY 2015 only allowed for 1/2 of the planned full basketball court. Illumination of the basketball court, playground and backstop area is recommended to allow use of these amenities in the evening hours, especially during the winter months (Parks Master Plan Obj. 2.3, page 3.26) A shade canopy over the basketball court would provide users protection from the sun, cooler playing conditions and attract more users (Parks Master Plan Strategy 3.2.2, page 3.29).

INCREMENTAL OPERATING AND MAINTENANCE COSTS

Impact on operating budget No Yes (See Below)

Fiscal Year	2020	2021	2022	2023	2024
Total Revenue	-	-	-	-	-
Personnel Services	\$ -	-	-	-	-
Operation & Maintenance	-	-	\$ 5,000.00	-	-
Capital Outlay	-	-	-	-	-
Total Expense	\$ -	\$ -	\$ 5,000.00	\$ -	\$ -

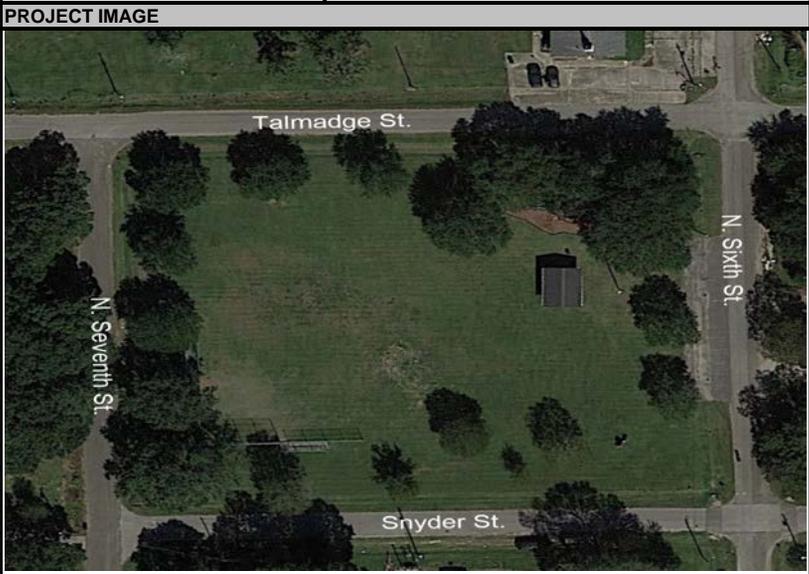
PROJECT COSTS ALLOCATION	TOTAL BUDGET	FY PROJECTED ALLOCATIONS								PROJECT TOTAL
		TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2020	2021	2022	2023	2024	2025	
Prelim. Engineering Report										
Land/Right of Way										
Design/Surveying		\$33,500			\$2,500	\$5,000		\$11,000	\$15,000	\$33,500
Construction		\$364,100			\$26,500	\$61,000		\$116,600	\$160,000	\$364,100
Equipment and Furniture										
Contingency										
TOTAL COSTS	\$0	\$397,600	\$0	\$0	\$29,000	\$66,000	\$0	\$127,600	\$175,000	\$397,600

FUNDING SOURCES	TOTAL BUDGET	FY PROJECTED FUNDING SOURCES								PROJECT TOTAL
		TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2020	2021	2022	2023	2024	2025	
General Project Fund Revenue		\$192,600			\$29,000	\$36,000		\$127,600	\$175,000	\$367,600
Certificates of Obligation (CO)										
General Obligation Bonds (GO)										
New/Proposed CO Bonds										
New/Proposed GO Bonds										
W/S Revenue Bonds										
W/S Project Fund Revenue										
Impact Fees										
Sales Taxes										
Other Funding Sources ¹ -		\$205,000				\$30,000				\$30,000
TOTAL SOURCES	\$0	\$397,600	\$0	\$0	\$29,000	\$66,000	\$0	\$127,600	\$175,000	\$397,600

Explain & Identify Type of Other Sources: General Projects Fund and/or Park Dedication Fund

Project Manager: Parks and Recreation Director

PROJECT DESCRIPTION
 In fiscal year 2021, construction of a concrete pathway connecting park amenities and parking lot is recommended. In fiscal year 2023 construction of a full court concrete basketball court, lighting and electrical outlets at the pavilion and installation of a unique play structure is recommended.



PROJECT ORIGIN AND JUSTIFICATION
 Construction of a full court concrete basketball court and addition of a unique playscape combined along with installation of lights and electrical outlets on the existing pavilion would provide an attractive feature for park users. Construction of a concrete pathway connecting the parking lot and all amenities would assist with accessibility within the park.

INCREMENTAL OPERATING AND MAINTENANCE COSTS

Impact on operating budget No Yes (See Below)

Fiscal Year	2020	2021	2022	2023	2024
Total Revenue	-	-	-	-	-
Personnel Services	\$ -	-	-	-	-
Operation & Maintenance	-	-	-	\$ 1,500.00	-
Capital Outlay	-	-	-	-	-
Total Expense	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -

PROJECT COSTS ALLOCATION	TOTAL BUDGET	FY PROJECTED ALLOCATIONS								PROJECT TOTAL
		TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2020	2021	2022	2023	2024	2025	
Prelim. Engineering Report										
Land/Right of Way										
Design/Surveying		\$12,000			\$5,000		\$7,000			\$12,000
Construction		\$127,200			\$53,000		\$74,200			\$127,200
Equipment and Furniture										
Contingency										
TOTAL COSTS	\$0	\$139,200	\$0	\$0	\$58,000	\$0	\$81,200	\$0	\$0	\$139,200

FUNDING SOURCES	TOTAL BUDGET	FY PROJECTED FUNDING SOURCES								PROJECT TOTAL
		TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2020	2021	2022	2023	2024	2025	
General Project Fund Revenue		\$139,200			\$58,000		\$81,200			\$139,200
Certificates of Obligation (CO)										
General Obligation Bonds (GO)										
New/Proposed CO Bonds										
New/Proposed GO Bonds										
W/S Revenue Bonds										
W/S Project Fund Revenue										
Impact Fees										
Sales Taxes										
Other Funding Sources ¹ -										
TOTAL SOURCES	\$0	\$139,200	\$0	\$0	\$58,000	\$0	\$81,200	\$0	\$0	\$139,200

Explain & Identify Type of Other Sources: General Projects Fund and/or Park Dedication Fund

Project Manager: Parks and Recreation Director

PROJECT DESCRIPTION
 In fiscal year 2021, replacement of seven wooden picnic pavilions. In fiscal year 2022, installation of a shade canopy over the playground area.



PROJECT ORIGIN AND JUSTIFICATION
 The existing wooden pavilions are in need of replacement. Replacement pavilion design, material and color should follow the site furnishing standard outlined the Park Standards Manual (pg. E.12). The playground is currently in direct sunlight. Shade would allow for cooler temperatures on all playstructure surfaces as well as offer kids protection from the sun as recommended in the Park Standards Manual (Table 1 pg. E.4). Shade will also help maintain the integrity of the playground components and prevent premature color fading.

INCREMENTAL OPERATING AND MAINTENANCE COSTS

Impact on operating budget No Yes (See Below)

Fiscal Year	2020	2021	2022	2023	2024
Total Revenue					
Personnel Services					
Operation & Maintenance					
Capital Outlay					
Total Expense	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT COSTS ALLOCATION	TOTAL BUDGET	FY PROJECTED ALLOCATIONS								PROJECT TOTAL
		TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2020	2021	2022	2023	2024	2025	
Prelim. Engineering Report										
Land/Right of Way										
Design/Surveying		\$17,000			\$9,000		\$8,000			\$17,000
Construction		\$181,220			\$95,940		\$85,280			\$181,220
Equipment and Furniture										
Contingency										
TOTAL COSTS	\$0	\$198,220	\$0	\$0	\$104,940	\$0	\$93,280	\$0		\$198,220

FUNDING SOURCES	TOTAL BUDGET	FY PROJECTED FUNDING SOURCES								PROJECT TOTAL
		TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2020	2021	2022	2023	2024	2025	
General Project Fund Revenue		\$198,220			\$104,940		\$93,280			\$198,220
Certificates of Obligation (CO)										
General Obligation Bonds (GO)										
New/Proposed CO Bonds										
New/Proposed GO Bonds										
W/S Revenue Bonds										
W/S Project Fund Revenue										
Impact Fees										
Sales Taxes										
Other Funding Sources ¹ -										
TOTAL SOURCES	\$0	\$198,220	\$0	\$0	\$104,940	\$0	\$93,280	\$0	\$0	\$198,220

Explain & Identify Type of Other Sources: Park Dedication Fund, General Fund

Project Manager: Parks and Recreation Director

PROJECT DESCRIPTION
 In fiscal year 2021, re-asphalt walking trail is recommended. In fiscal year 2022, installation of fourteen bleacher shade covers along with replacement of fourteen metal dug out roofs. In fiscal year 2024, installation of one large picnic pavilion to include four picnic tables, five smaller picnic pavilions with ten total picnic tables, playground designed for 5-12 year old children with age recommendation and safety rules sign along with athletic field lighting for the remaining three athletic playing fields and an irrigation system for all seven athletic playing fields. In fiscal year 2025, replacement of 6 scoreboards



PROJECT ORIGIN AND JUSTIFICATION
 The bleacher shade covers will provide relief from the direct sun to everyone attending/watching games at all seven athletic fields. The current dug out roofs are built with corrugated tin aluminum and will need to be replaced with heavier gauge aluminum preferably having a sun reflective finish to maintain cool temperatures within the dug out (refer to Park Standards Manual). Picnic pavilions with tables are needed because none exist currently and there is a need for relief from the sun to sit, eat and relax during breaks from baseball games. A playground is needed to provide a recreational outlet to park visitors, nothing currently exists. Athletic field lighting is always in demand, currently four of the seven fields have lights.

INCREMENTAL OPERATING AND MAINTENANCE COSTS

Impact on operating budget No Yes (See Below)

Fiscal Year	2020	2021	2022	2023	2024
Total Revenue	-	-	-	-	-
Personnel Services	\$ -	-	-	-	-
Operation & Maintenance	-	-	-	-	11,500.00
Capital Outlay	-	-	-	-	-
Total Expense	\$ -	\$ -	\$ -	\$ -	\$ 11,500.00

PROJECT COSTS ALLOCATION	TOTAL BUDGET	FY PROJECTED ALLOCATIONS								PROJECT TOTAL
		TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2020	2021	2022	2023	2024	2025	
Prelim. Engineering Report										
Land/Right of Way										
Design/Surveying		\$74,200			\$10,000	\$11,200		\$45,000	\$8,000	\$74,200
Construction		\$786,520			\$106,000	\$118,720		\$477,000	\$84,800	\$786,520
Equipment and Furniture										
Contingency										
TOTAL COSTS	\$0	\$860,720	\$0	\$0	\$116,000	\$129,920	\$0	\$522,000	\$92,800	\$860,720

FUNDING SOURCES	TOTAL BUDGET	FY PROJECTED FUNDING SOURCES								PROJECT TOTAL
		TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2020	2021	2022	2023	2024	2025	
General Project Fund Revenue										
Certificates of Obligation (CO)										
General Obligation Bonds (GO)										
New/Proposed CO Bonds		\$522,000						\$522,000		\$522,000
New/Proposed GO Bonds										
W/S Revenue Bonds										
W/S Project Fund Revenue										
Impact Fees										
Sales Taxes										
Other Funding Sources ¹ -		\$338,720			\$116,000	\$129,920			\$92,800	\$338,720
TOTAL SOURCES	\$0	\$860,720	\$0	\$0	\$116,000	\$129,920	\$0	\$522,000	\$92,800	\$860,720

1 Explain & Identify Type of Other Sources: Park Dedication Funds and/or General Project Funds

Project Manager: Parks and Recreation Director

PROJECT DESCRIPTION
 In fiscal Year 2022, purchase and installation of four bleacher shade covers are recommended. In fiscal year 2023, construct large pavilion (>701 sq ft) and renovate restrooms. In fiscal year 2024, installation of irrigation for the two athletic fields is recommended.



PROJECT ORIGIN AND JUSTIFICATION
 Bleacher shade would provide relief from the sun to spectators during athletic games. Addition of a pavilion would allow space for community gatherings and a rentable amenity. The restrooms have not been renovated since 2006 and are in need of a re-fresh. Irrigation would allow for improved athletic turf management when applying granulated fertilizer, seed or ant treatment.

No Yes (See Below)

Fiscal Year	2020	2021	2022	2023	2024
Total Revenue	-	-	-	-	-
Personnel Services	\$ -	-	-	-	-
Operation & Maintenance	-	-	-	-	5,000.00
Capital Outlay	-	-	-	-	-
Total Expense	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00
FTE Staff Total					

PROJECT COSTS ALLOCATION	TOTAL BUDGET	FY PROJECTED ALLOCATIONS								PROJECT TOTAL
		TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2020	2021	2022	2023	2024	2025	
Prelim. Engineering Report										
Land/Right of Way										
Design/Surveying		\$15,000				\$4,000	\$11,000	\$1,000		\$16,000
Construction		\$169,600				\$42,400	\$116,600	\$10,600		\$169,600
Equipment and Furniture										
Contingency										
TOTAL COSTS		\$184,600	\$0	\$0	\$0	\$46,400	\$127,600	\$11,600	\$0	\$185,600

FUNDING SOURCES	TOTAL BUDGET	FY PROJECTED FUNDING SOURCES								PROJECT TOTAL
		TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2020	2021	2022	2023	2024	2025	
General Project Fund Revenue		\$185,600				\$46,400	\$127,600	\$11,600		\$185,600
Certificates of Obligation (CO)										
General Obligation Bonds (GO)										
New/Proposed CO Bonds										
New/Proposed GO Bonds										
W/S Revenue Bonds										
W/S Project Fund Revenue										
Impact Fees										
Sales Taxes										
Other Funding Sources ¹ -										
TOTAL SOURCES	\$0	\$185,600	\$0	\$0	\$0	\$46,400	\$127,600	\$11,600	\$0	\$185,600

Explain & Identify Type of Other Sources:

Project Manager: Parks and Recreation Director

PROJECT DESCRIPTION
 In fiscal year 2023, construct new small hexagonal pavilion <701 sq. ft. In fiscal year 2024, construction of full court basketball court with lighting. In fiscal year 2025 construct permanent restrooms.



PROJECT ORIGIN AND JUSTIFICATION
 Permanent Restrooms were also requested by park users as this park features tremendous shade and thus is an ideal area to host birthday and family gatherings. Without onsite restrooms, guests are often forced to leave to seek an available restroom. An onsite restroom and small pavilion could be offered as a fee based amenity in addition to providing enhanced user experience. Park users have suggested expanding the existing court to a full court.

INCREMENTAL OPERATING AND MAINTENANCE COSTS

Impact on operating budget No Yes (See Below)

Fiscal Year	2020	2021	2022	2023	2024
Total Revenue	-	-	-	-	-
Personnel Services	\$ -	-	-	-	-
Operation & Maintenance	-	-	-	15,000.00	-
Capital Outlay	-	-	-	-	-
Total Expense	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -

PROJECT COSTS ALLOCATION	TOTAL BUDGET	FY PROJECTED ALLOCATIONS								PROJECT TOTAL
		TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2020	2021	2022	2023	2024	2025	
Prelim. Engineering Report										
Land/Right of Way										
Design/Surveying		\$24,000					\$4,000	\$5,000	\$15,000	\$24,000
Construction		\$285,400					\$42,400	\$83,000	\$160,000	\$285,400
Equipment and Furniture										
Contingency										
TOTAL COSTS	\$0	\$309,400	\$0	\$0	\$0	\$0	\$46,400	\$88,000	\$175,000	\$309,400

FUNDING SOURCES	TOTAL BUDGET	FY PROJECTED FUNDING SOURCES								PROJECT TOTAL
		TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2020	2021	2022	2023	2024	2025	
General Project Fund Revenue										
Certificates of Obligation (CO)										
General Obligation Bonds (GO)										
New/Proposed CO Bonds										
New/Proposed GO Bonds										
W/S Revenue Bonds										
W/S Project Fund Revenue										
Impact Fees										
Sales Taxes										
Other Funding Sources ¹ -		\$309,400					\$46,400	\$88,000	\$175,000	\$309,400
TOTAL SOURCES	\$0	\$309,400	\$0	\$0	\$0	\$0	\$46,400	\$88,000	\$175,000	\$309,400

Explain & Identify Type of Other Sources: General Projects Fund and/or Park Dedication Fund

Project Manager: Parks and Recreation Director

PROJECT DESCRIPTION
 In fiscal year 2023, preliminary engineering/design for a parking lot, trail and pedestrian bridge connection to downtown and existing hike and bike trail destinations. In fiscal year 2024, construction of parking lot, trail and pedestrian bridge.



PROJECT ORIGIN AND JUSTIFICATION
 In FY 2018 the City acquired ownership of the 5.2 acre undeveloped land, by conveyance, from Brazoria County. The property is seated perfectly as a scenic pedestrian & pedicyclist throughfare from Highway 6 and the surrounding residential neighborhood to the existing hike and bike trail and downtown destinations.

No Yes (See Below)

Fiscal Year	2020	2021	2022	2023	2024
Total Revenue					
Personnel Services					
Operation & Maintenance					
Capital Outlay					
Total Expense	\$ -	\$ -	\$ -	\$ -	\$ -
FTE Staff Total					

PROJECT COSTS ALLOCATION	TOTAL BUDGET	FY PROJECTED ALLOCATIONS								PROJECT TOTAL
		TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2020	2021	2022	2023	2024	2025	
Prelim. Engineering Report										
Land/Right of Way										
Design/Surveying		\$200,000					\$200,000			\$200,000
Construction		\$2,200,000						\$2,200,000		\$2,200,000
Equipment and Furniture										
Contingency										
TOTAL COSTS	\$0	\$2,400,000	\$0	\$0	\$0	\$0	\$200,000	\$2,200,000	\$0	\$2,400,000

FUNDING SOURCES	TOTAL BUDGET	FY PROJECTED FUNDING SOURCES								PROJECT TOTAL
		TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2020	2021	2022	2023	2024	2025	
General Project Fund Revenue										
Certificates of Obligation (CO)										
General Obligation Bonds (GO)										
New/Proposed CO Bonds		\$2,200,000						\$2,200,000		\$2,200,000
New/Proposed GO Bonds										
W/S Revenue Bonds										
W/S Project Fund Revenue										
Impact Fees										
Sales Taxes										
Other Funding Sources ¹ -		\$200,000					\$200,000			\$200,000
TOTAL SOURCES	\$0	\$2,400,000	\$0	\$0	\$0	\$0	\$200,000	\$2,200,000	\$0	\$2,400,000

1 Explain & Identify Type of Other Sources:

Project Manager: Parks and Recreation Director

PROJECT DESCRIPTION
 In fiscal year 2021, construct cabanas / shade structures on pool deck. In fiscal year 2023, replacement of the existing cyclone fence is recommended.



PROJECT ORIGIN AND JUSTIFICATION
 Cabanas could be a fee based amenity as well as enhance the user experience. The existing fence is showing wear and tear making it unattractive. The replacement fence should be AmeriStar Montage Commercial Invisible Style, or equivalent, black powder coated steel fence with curved picket used to prevent a breach while providing a traditional decorative fence appearance.

No Yes (See Below)

Fiscal Year	2020	2021	2022	2023	2024
Total Revenue	-	-	-	-	-
Personnel Services	\$ -	-	-	-	-
Operation & Maintenance	-	-	-	-	5,000.00
Capital Outlay	-	-	-	-	-
Total Expense	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00
FTE Staff Total					

PROJECT COSTS ALLOCATION	TOTAL BUDGET	FY PROJECTED ALLOCATIONS								PROJECT TOTAL
		TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2020	2021	2022	2023	2024	2025	
Prelim. Engineering Report										
Land/Right of Way										
Design/Surveying					\$5,000					\$5,000
Construction		\$100,700			\$53,000		\$47,700			\$100,700
Equipment and Furniture										
Contingency										
TOTAL COSTS	\$0	\$100,700	\$0	\$0	\$58,000	\$0	\$47,700	\$0	\$0	\$105,700

FUNDING SOURCES	TOTAL BUDGET	FY PROJECTED FUNDING SOURCES								PROJECT TOTAL
		TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2020	2021	2022	2023	2024	2025	
General Project Fund Revenue		\$100,700			\$58,000		\$47,700			\$105,700
Certificates of Obligation (CO)										
General Obligation Bonds (GO)										
New/Proposed CO Bonds										
New/Proposed GO Bonds										
W/S Revenue Bonds										
W/S Project Fund Revenue										
Impact Fees										
Sales Taxes										
Other Funding Sources ¹ -										
TOTAL SOURCES	\$0	\$100,700	\$0	\$0	\$58,000	\$0	\$47,700	\$0	\$0	\$105,700

1 Explain & Identify Type of Other Sources:

Project Manager: Parks and Recreation Director



AGENDA COMMENTARY

Meeting Date: 2/20/2020

Department: Public Services

Contact: Brandon Moody, Interim Dir. of Public Services

Agenda Item: Consider an Interlocal Agreement with Brazoria County for the Fiscal Year 2019-2020 Asphalt Improvement Project, and authorize the Mayor to sign the Agreement, subject to legal review.

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

Summary: The proposed Interlocal Agreement 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 up to two miles of asphalt streets in various locations within the city limits of Alvin. 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.

Should City Council authorize this agreement, staff will make recommendations of streets to be serviced using the Asphalt Street Assessment.

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

Staff recommends approval of this Agreement.

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

Funding Account: 312-5501-00-3390 **Amount:** \$250,000 **1295 Form Required?** Yes No

Legal Review Required: N/A Required **Date Completed:** 2/13/2020 SLH

Supporting documents attached:

- Interlocal Agreement

Recommendation: Move to approve an Interlocal Agreement with Brazoria County for the Fiscal Year 2019-2020 Asphalt Improvement Project, and authorize the Mayor to sign the Agreement, subject to 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

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT

This agreement is made at Angleton, Brazoria County, Texas between BRAZORIA COUNTY, TEXAS acting through its Commissioners' Court (hereinafter "COUNTY"), and the CITY OF ALVIN, acting through its Mayor (hereinafter "CITY").

NOW THEREFORE, THE COUNTY AND THE CITY agrees as follows:

1.0 The term of this agreement shall be from October 1, 2019, to September 30, 2020. The AGREEMENT may be renewed annually by the written approval of COUNTY and CITY.

1.1 Pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and the Texas Transportation Code, Section 251.012, the COUNTY agrees to provide personnel and equipment at its own expense to assist in the construction, improvement, maintenance and/or repair of a street or alley located within the corporate limits of the CITY OF ALVIN, subject to the approval of the County Engineer as set forth in Section 1.3, including sub grade preparation, base preparation, asphalt paving, culverts and ditch work, herbicide spraying, painting and striping roads, installation of permanent traffic signs, and other routine road maintenance operations. Any work performed on the City's streets and alleys which are not an integral part of, or a connecting link to, other

roads and highways is allowed if such work is determined to be a benefit to the County by Commissioners' Court. The CITY will provide materials, including fuel used by the equipment for these projects. All such materials shall be paid for by the CITY, and may be purchased through the County's suppliers. The CITY shall reimburse the cost of any work performed or obtained by the COUNTY, which is determined to be beyond the scope of this agreement, to the County.

1.2 The county work authorized by this AGREEMENT may be done:

- (1) By the COUNTY through use of county equipment;
- (2) By an independent contractor with whom the COUNTY has contracted for the provision of certain services and materials, conditioned on the CITY providing a purchase order to such independent contractor for the full amount of such services or materials.

1.3 During the term of this AGREEMENT when COUNTY work is requested, the Mayor of the City shall submit a request in writing to the County Engineer. The County Engineer and the Mayor of the City shall agree in writing as to the location and type of assistance to be provided pursuant to this AGREEMENT. It is expressly understood between the parties that the COUNTY shall have no authority or obligation to provide any service or work on any city street or alley not so agreed to in writing. The County Engineer is authorized to sign an acceptance statement for

each project at the appropriate time and authorize the work subject to be completed as the Road and Bridge Department schedules permit.

1.4 The parties intend that the COUNTY in performing such services shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The COUNTY shall not be considered an agent, employee, or borrowed servant of the CITY.

1.5 For and in consideration of the above agreement by the County, the CITY agrees to provide all warning and safety signs and other safety protections as required when such work is being performed by the COUNTY.

1.6 The parties further agree that such work and materials are provided by the COUNTY without warranty of any kind to the CITY or any third party, and that the COUNTY has no obligation to provide any supplemental warranty work after a project's completion. The CITY agrees to provide any engineering or design work required for work done pursuant to this agreement.

II.

2.0 The Parties expressly acknowledge that the City's and the County's authority to indemnify and hold harmless any third party is governed by [Article XI, Section 7 of the Texas Constitution](#), and any provision that purports to require indemnification by the City or the County is invalid. Nothing in this Agreement requires that either the City or County incur debt, assess or collect funds, or create a sinking fund.

2.1 Payment for services or materials under this agreement shall be payable from current revenues available to the paying party.

III.

3.0 Either party may terminate this agreement upon thirty (30) day's written notice to the other party.

3.1 Nothing herein shall be construed to make either party a purchaser or consumer of goods or services from the other.

3.2 Nothing herein shall be construed to create any rights in third parties.

SIGNED AND ENTERED this the _____ day of _____, 2019.

BRAZORIA COUNTY, TEXAS

By: L.M. "Matt" Sebesta Jr.
Brazoria County Judge

By: Mayor

DATE: _____

ATTEST:

CITY SECRETARY

**City of Alvin
Interlocal Agreement Project Request Summary FY-20**

STREET/LOCATION	LIMITS (TO – FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects ONLY)	FOR OFFICE USE ONLY

Note: Each page submitted must be approved by the Mayor.
Return to: County Engineer's Office

Please return your completed Project Request to the attention of Mandie Kelly prior to October 15, 2019.

Approved By: Mayor



AGENDA COMMENTARY

Meeting Date: 2/20/2020

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider an Engineering Services Agreement with LJA Engineering in an amount not to exceed \$1,389,800 for engineering design services for the Lift Station 23 Expansion Project, and authorize the City Manager to sign the Agreement, subject to legal review.

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

Summary: The Lift Station 23 Expansion project was identified in the 2015 Utility Master Plan that was approved by City Council on March 3, 2016, and in the February 14, 2019, Utility Capacity Analysis that Freese and Nichols performed for the proposed 900+ lot developments northwest of Forest Heights. As presented at the February 11, 2020, City Council Workshop, preliminary survey data has been reviewed by LJA and by expanding the scope of the Lift Station #23 Expansion Project to include additional deeper gravity mains, lift stations #15 and #16 will be eliminated. Lift Stations #15 and #16 were identified in the 2015 Utility Master Plan to be expanded prior to 2025.

The revised scope of the Lift Station #23 Expansion Project consists of the expansion of lift station #23 from a firm capacity of 2.02 Million Gallons Daily (MGD) to a firm capacity of 9 MGD and elimination of lift stations #15 and #16. The project also includes the replacement of sanitary gravity mains along Steele Road, North Gordon, Rice Street, and Avenue E ½, with approximately 14,720 linear feet of new gravity mains, ranging in size from 15-inch to 30-inch, and replacing approximately 7,000 linear feet of 16-inch and 12-inch sanitary force (pressurized) main along Highway 35 Bypass with 24-inch force main.

The Engineering Services Agreement being considered will provide surveying and geotechnical data, preliminary and final engineering design, complete plan set with bid package, and construction phase services for this important wastewater system expansion CIP project. It is proposed that design services culminating in a final bid package will be complete in a period of nine months. Approval of this Agreement will ensure that construction plans are available and ready for bid in December 2020.

These design services will be funded by savings from the Wastewater Treatment Plant Optimization Project Phase II (2015 Certificates of Obligations).

Staff recommends approval of this Agreement.

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

Funding Account: 235-6002-00-9081 **Amount:** \$1,389,800 **1295 Form Required?** Yes No

Legal Review Required: N/A Required **Date Completed:** 2/13/2020 SLH

Supporting documents attached: LJA Proposal for Lift Station 23 Expansion Project Design

Recommendation: Move to approve an Engineering Services Agreement with LJA Engineering in an amount not to exceed \$1,389,800 for engineering design services for the Lift Station 23 Expansion Project, and authorize the City Manager to sign the Agreement, subject to 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

January 10, 2020

Mayor and City Council
City of Alvin
216 West Sealy
Alvin, Texas 77511

Re: Proposal for Engineering and Construction Related Services for Lift Station 23
Expansion and Elimination of Lift Stations 15 and 16
LJA Proposal No. 19-04710

Dear Mayor and City Council:

LJA Engineering, Inc. (LJA) is pleased to submit this proposal to provide engineering and construction services associated with the Lift Station 23 expansion and elimination of Lift Stations 15 and 16. The project consists of the expansion of Lift Station 23 from a firm capacity of 2.02 MGD to a firm capacity of 9.0 MGD and eliminating Lift Stations 15 and 16. This project also includes the replacement of sanitary gravity mains along Steele Road, North Gordon Street / Highway 35, Rice Street, and Avenue E 1/2 with approximately 14,720 linear feet of new gravity mains, ranging in size from 15-inch to 30-inch, and approximately replacing 7,000 linear feet of 16-inch and 12-inch force main along HWY 35 Bypass with 24-inch force main. It is our understanding that additional property will be needed for the Lift Station 23 expansion and easement acquisition is likely necessary for the construction of the gravity mains and force mains. This proposal does include fees for survey support (metes and bounds descriptions and exhibits) to assist the City of Alvin with their purchase of the land for the lift station site, as well as a Not to Exceed budget on a per parcel basis for survey support (metes and bounds descriptions and exhibits) to assist the City of Alvin with their purchase of easements. We propose the following services and corresponding fees for this project.

SCOPE OF SERVICES

A. Preliminary and Design Phase

1. Attend Preliminary Conference with the City and other interested parties regarding the project.
2. Review all reports/plans regarding the existing lift station.
3. Establish the scope of any topographical surveys and geotechnical investigations which, in the opinion of the Engineer, may be required.
4. Prepare detailed specifications, contract documents and contract drawings.
5. Submit final contract specifications and drawings to the required agencies for review and approval.

B. Bidding Phase

1. Assist the City in the advertisement of the project for bids.
2. Respond to questions regarding the project during the bidding process. If required, issue addendums to clarify any questions regarding the project.
3. Conduct Mandatory Pre-bid Conference between the Engineer, prospective bidders, suppliers, etc., to make certain that the scope of the work is fully understood.
4. Assist the City in the opening of bids for construction of the project. Tabulate and evaluate bids, and prepare a recommendation letter for Mayor and Council action.
5. Prepare final contract documents for execution by the Contractor and the City.

C. Construction Phase

1. Conduct a Pre-Construction Conference between the City, Engineer, and Contractor.
2. Issue a work order with dates, approved by the City.
3. Make periodic visits to the project site to observe work with regard to general compliance with the plans and specifications.
4. Review samples, schedules, shop drawings, and other data which the Contractor submits.
5. Preparation for execution of the necessary progress documents including work order, payment estimates, change orders, time extensions, and other correspondence required to achieve the intended finished project.
6. Conduct final inspection in conjunction with the City, Contractor, and Engineer. Prepare all closing documents to finalize the contract.

D. Additional Services

1. Topographical Surveys: Provide field surveys of existing structures, lines, site conditions, and other features required for the preparation of final construction.
2. Easement Documents: Provide easement exhibits, as well as, metes and bounds descriptions for proposed easements required for alignment and construction.
3. Geotechnical Investigations: Provide field investigation of the geotechnical conditions to determine design. Determine ground water conditions and need for dewatering during construction.
4. Testing: Provide as required testing, field and laboratory, of construction materials.
5. TXDOT Permitting: Coordinate location of new gravity main and force main within the ROW of HWY 35 Bypass, as well as, new gravity main within the ROW of North

Gordon Street / Highway 35, with TXDOT and obtain utility permit approvals through the TXDOT UIR process.

6. Railroad Permitting: Coordinate crossing of Union Pacific Railroad with new force main along HWY 35 Bypass and obtain necessary approvals and agreements.
7. Project Representative: Provide on-site Resident Project Representation. This will include periodic site visits (typically 10-15 hours a week) to review progress of contractor's work. These visits will be performed on an as needed basis during certain phases of construction. The Resident Project Representative will make his best effort to be on-site during critical phases of work.

It is agreed that the Engineer does not underwrite, guarantee or ensure the work done by the contractors. Since it is the contractor's responsibility to perform the work in accordance with the Contract Documents, the Engineer is not responsible or liable for the contractors' failure to do so. Failure by any Resident Project Representative or other personnel engaged in on the site observation to discover defects or deficiencies in the work of the contractors shall never relieve the contractors for liability or subject the Engineer to any liability for any such defect or deficiencies.

8. Record Drawings: Upon completion of the project, the contract drawings will be revised to reflect all field changes. The completed "record drawings" will be delivered to the Owner.

BASIS OF COMPENSATION

For the accomplishment of the above tasks and additional services, we propose that our compensation be based on the Scope of Services for each Phase and include a combination of Lump Sum Fees and Estimated Fees.

- A. Preliminary and Design Phases: Based on the scope of services, our fee will be a lump sum amount of \$763,120.00.
- B. Bidding Phase: Based on the scope of services, our fee will be a lump sum amount of \$47,695.00.
- C. Construction Phase: Based on the scope of services, our fee will be a lump sum amount of \$143,085.00.
- D. Additional Services:
 1. Topographical Surveys: Based on the scope of services, our fee will be a lump sum amount of \$145,000.00.
 2. Easement Documents: Based on the scope of services, we estimate the easement documents cost to be approximately \$55,000.00 (Billed as Time & Materials). This phase will be billed on a per parcel basis at \$550.00 per parcel.
 3. Geotechnical Investigations: Based on the scope of services, we estimate the geotechnical investigations cost to be approximately \$46,000.00 (Billed as Time

& Materials).

4. Testing: Based on the scope of services, we estimate the construction materials testing cost to be approximately \$65,000.00 (Billed as Time & Materials).
5. TXDOT Permitting: Based on the scope of services, we estimate the TxDOT Permitting cost to be approximately \$15,000.00 (Billed as Time & Materials).
6. Railroad Permitting: Based on the scope of services, we estimate the Railroad Permitting cost to be approximately \$15,000.00 (Billed as Time & Materials).
7. Project Representative: Based on the scope of services, we estimate the project representative cost to be approximately \$86,400.00 (Billed as Time & Materials).
8. Record Drawings: Based on the scope of services, our fee will be a lump sum amount of \$3,500.00.

The above fees do not include reimbursable expenses (advertising, reproduction, deliveries, travel/mileage, printing, permit fees, filing fees, recording fees, and long-distance phone charges). We recommend a budget of \$5,000.00 be set for the actual reimbursable expenses incurred on the project.

If this proposal meets with your approval, please execute both copies (below), returning one original signed copy to our office and keeping the other for your records. Your signature will be sufficient authorization to immediately commence the stated work.

We appreciate the opportunity to be involved in your project. If you have any questions, please feel free to call me at 713.657.6013.

Sincerely,



Jimmy C. Flowers, P.E.
Project Manager

JCF/msg

Enclosure (s)

Proposal Accepted By:
CITY OF ALVIN
Junru Roland, City Manager

By: _____

Name: _____

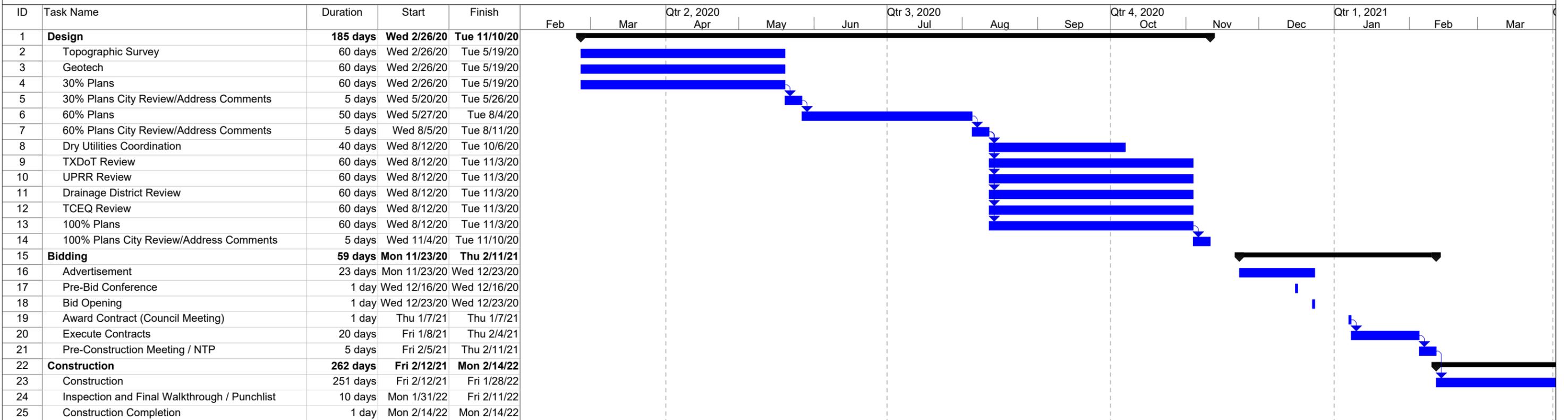
Date: _____

CITY OF ALVIN
WASTEWATER CIP PROJECTS
LIFT STATION 23 EXPANSION &
ELIMINATION OF LIFT STATIONS 15 & 16

Item No.	Quantity	Unit	Description	Unit Cost	Total Cost
1	1	LS	Removal & Demolition of Exist. Lift Station 23 Facilities	\$45,000.00	\$45,000.00
2	1	LS	Removal & Demolition of Exist. Lift Station 16 Facilities	\$35,000.00	\$35,000.00
3	1	LS	Removal & Demolition of Exist. Lift Station 15 Facilities	\$35,000.00	\$35,000.00
4	1	LS	Site Work, Grading and Drainage, Turf Establishment	\$25,000.00	\$25,000.00
5	1	LS	Concrete Wet Well, 21' ID, Concrete Valve Pad, Hatches, etc.	\$1,250,000.00	\$1,250,000.00
6	4	EA	Submersible Pumps, Guide Rails, Base Ell, etc.	\$80,000.00	\$320,000.00
7	1	EA	Low Flow Submersible Mixer, Guide Rails, etc.	\$30,000.00	\$30,000.00
8	1	LS	Lift Station and Valve Pad Yard Piping, Valves, Supports, etc.	\$150,000.00	\$150,000.00
9	1,200	SY	7" Thick Reinforced Concrete Site Paving	\$70.00	\$84,000.00
10	450	LF	8' Tall Chain Link Fence, Commercial Black Vinyl	\$40.00	\$18,000.00
11	1	LS	Electrical System Installation	\$150,000.00	\$150,000.00
12	1	LS	Stand-By Emergency Generator, Fuel Source TBD, Concrete Foundation	\$175,000.00	\$175,000.00
13	100	LF	30" Gravity Sanitary Sewer (20'-24' Depth) (Open Cut Construction)	\$375.00	\$37,500.00
14	125	LF	30" Gravity Sanitary Sewer (16'-20' Depth) (Open Cut Construction)	\$315.00	\$39,375.00
15	1,000	LF	27" Gravity Sanitary Sewer (20'-24' Depth) (Open Cut Construction)	\$320.00	\$320,000.00
16	5,040	LF	27" Gravity Sanitary Sewer (16'-20' Depth) (Open Cut Construction)	\$260.00	\$1,310,400.00
17	4,050	LF	27" Gravity Sanitary Sewer (8'-16' Depth) (Open Cut Construction)	\$230.00	\$931,500.00
18	770	LF	27" Gravity Sanitary Sewer (Augered & Encased Construction)	\$925.00	\$712,250.00
19	2,335	LF	18" Gravity Sanitary Sewer (8'-16' Depth) (Open Cut Construction)	\$160.00	\$373,600.00
20	100	LF	18" Gravity Sanitary Sewer (Augered & Encased Construction)	\$550.00	\$55,000.00
21	1,060	LF	15" Gravity Sanitary Sewer (8'-16' Depth) (Open Cut Construction)	\$130.00	\$137,800.00
22	140	LF	15" Gravity Sanitary Sewer (Augered & Encased Construction)	\$500.00	\$70,000.00
23	5,100	LF	24" Sanitary Force Main (Open Cut Construction)	\$140.00	\$714,000.00
24	800	LF	24" Sanitary Force Main (Augered Construction)	\$250.00	\$200,000.00
25	1,100	LF	24" Sanitary Force Main (Augered & Encased Construction)	\$650.00	\$715,000.00
26	3	EA	24" Gate Valve w/ Box	\$8,500.00	\$25,500.00
27	2	EA	24" Air Release Valve w/ Access Manhole	\$10,000.00	\$20,000.00
28	45	EA	Standard 6' Diameter Sanitary Sewer Manhole (0' to 8' depth)	\$7,500.00	\$337,500.00
29	300	VF	Extra Depth Manhole (Over 8')	\$450.00	\$135,000.00
30	4	EA	Modify Existing Manhole	\$3,500.00	\$14,000.00
31	18,500	LF	Trench Safety System	\$2.00	\$37,000.00
32	70	EA	Service Reconnections	\$2,500.00	\$175,000.00
33	350	LF	Slurry Fill Abandoned 24" Gravity Line w/in TXDOT ROW	\$50.00	\$17,500.00
34	5,000	LF	Slurry Fill Abandoned 16" Force Main w/in TXDOT ROW	\$35.00	\$175,000.00
35	4,700	LF	Slurry Fill Abandoned 12" Force Main w/in TXDOT ROW	\$30.00	\$141,000.00
36	8.0	AC	Turf Establishment, Hydro-mulch Seeding	\$2,000.00	\$16,000.00
37	1,000	SY	Surface Restoration, Asphalt Surface	\$65.00	\$65,000.00
38	1,000	SY	Surface Restoration, Concrete Surface	\$100.00	\$100,000.00
39	200	SY	Surface Restoration, Unpaved Surface (Gravel or Shell)	\$40.00	\$8,000.00
40	1	LS	Traffic Control as Necessary	\$50,000.00	\$50,000.00
41	18,500	LF	SWPP, Reinforced Filter Fabric Barrier	\$2.00	\$37,000.00
Supplementary Items					
42	10,000	LF	"Extra" Well Point Dewatering System	\$25.00	\$250,000.00
43	10,000	CY	"Extra" Bedding and Backfill for Wet Sand Construction	\$10.00	\$100,000.00
44	100	CY	"Extra" Bank Sand	\$10.00	\$1,000.00
45	60	CY	"Extra" Crushed Limestone	\$25.00	\$1,500.00
46	10	TON	"Extra" Cement Stabilized Sand, 2.0 Sacks per Ton	\$30.00	\$300.00
47	30	CY	"Extra" Class A Concrete	\$100.00	\$3,000.00
48	500	LB	"Extra" Reinforcing Steel	\$1.00	\$500.00
49	500	TON	"Extra" Crushed Concrete, 1" to 2" Gradation	\$18.00	\$9,000.00
50	1,000	SY	"Extra" Turf Establishment, Full Sodding	\$3.00	\$3,000.00
SubTotal Estimated Construction Cost					\$9,655,225.00
Contingency (30%)					\$2,896,565.00
Probable Construction Cost					\$12,551,790.00
Basic Engineering Fees (7.60%)					\$953,900.00
Preliminary and Design Phase (80%)					\$763,120.00
Bidding Phase (5%)					\$47,695.00
Construction Phase (15%)					\$143,085.00
Additional Services Fees					\$435,900.00
Project Survey					\$145,000.00
Easement Documents (\$550.00 per Parcel)					\$55,000.00
Geotechnical Investigation					\$46,000.00
Construction Materials Testing					\$65,000.00
TXDOT Permitting					\$15,000.00
Railroad Permitting					\$15,000.00
Project Representation					\$86,400.00
Record Drawings					\$3,500.00
Reimbursable Expenses					\$5,000.00
Total Estimated Engineering & Additional Service Fees					\$1,389,800.00
Total Probable Project Cost					\$13,941,590.00

City of Alvin

Lift Station 23 Expansion & Elimination of Lift Stations 15 & 16



Project: Lift Station 23 Expansion
 Elimination of Lift Stations 15 & 16
 Date: Tue 12/17/19

Task [Blue bar] Summary [Black bar]



AGENDA COMMENTARY

Meeting Date: 2/20/2020

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider Ordinance 20-D, establishing a “No Parking” zone along a certain portion of Adoue Street; authorizing the installation of appropriate signage; providing for a penalty and publication; and making other findings related thereto.

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

Summary: Ordinance 20-D establishes a “No Parking” zone along the south side of Adoue Street beginning at the east side of the bridge over Mustang Bayou and extending a distance of 837 feet to meet the existing no parking zone in front of the Morgan Oaks Apartments. This Ordinance is being proposed due to concerns regarding vehicles parking along Adoue adjacent to the new retail center that is currently under construction just east of Mustang Bayou.

Staff recommends approval of Ordinance 20-D.

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:** 2/13/2020 SLH

Supporting documents attached:

- Ordinance 20-D
- No Parking Zone Exhibit

Recommendation: Move to approve Ordinance 20-D, establishing a “No Parking” zone along a certain portion of Adoue Street; authorizing the installation of appropriate signage; providing for a penalty and publication; and making other findings related thereto.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

ORDINANCE 20-D

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ESTABLISHING A “NO PARKING” ZONE ALONG A PORTION OF THE SOUTH SIDE OF ADOUE STREET; AUTHORIZING INSTALLATION OF APPROPRIATE SIGNAGE; PROVIDING FOR A PENALTY AND PUBLICATION; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

Section 1. That there is hereby established a “No Parking” zone along the south side of Adoue Street beginning at the eastern most edge of the bridge over Mustang Bayou and extending eastward a distance of 837 feet along Adoue Street.

Section 2. Authority to Erect Signs. The City Manager of the City of Alvin, Texas, or his designee, after the effective date of this Ordinance, shall cause to be erected the appropriate signage designating the “No Parking” zone, as required by the Texas Manual on Uniform Traffic Control Devices, along the south side of Adoue Street.

Section 3. Penalty Provision. Any person violating the parking restriction established by this Ordinance, upon conviction, shall be punished by a fine in accordance with the general penalty section 1-5 of the Code of Ordinances.

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

Section 5. Open Meetings Act. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this the 20th day of February 2020.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary



Proposed No Parking Zone - Adoue Street





AGENDA COMMENTARY

Meeting Date: 2/20/2020

Department: City Attorney

Contact: Suzanne L. Hanneman, City Attorney

Agenda Item: Consider Ordinance 20-E, granting consent to and authorizing the reduction of City of Alvin's Extraterritorial Jurisdiction by a total of approximately 5.161 acres of land located entirely within Brazoria County Municipal Utility District No. 44, in Brazoria County, Texas; providing an effective date; and making other findings related thereto.

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

Summary: On November 20, 2019, the City received a Petition Requesting Release of Extraterritorial Jurisdiction filed by WB Pradera Oaks Land 1, LLC, a Texas Limited Liability Company, the owner of the 5.161 acres of land, more or less, to be released, and Brazoria County MUD No. 44.

The property lies on the west side of SH 288, and abuts the Village of Bonney ETJ. Pradera Oaks intends to build a storm water drainage detention pond on the property to be released, which will ultimately be owned and operated by Brazoria County MUD 44.

Section 42.043 of the Texas Local Government Code requires a city to provide its written consent and authorization to the reduction of its ETJ. This release of ETJ will benefit the City and MUD 44 by providing additional draining and detention in the area. Staff recommends approval of Ordinance 20-E.

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:** 2/11/2020 SLH

Supporting documents attached:

- Ordinance 20-E
- Exhibit A – Petition Requesting Release of Extra Territorial Jurisdiction, Property Description and Map

Recommendation: Move to approve Ordinance 20-E, granting consent to and authorizing the reduction of City of Alvin's Extraterritorial Jurisdiction by a total of approximately 5.161 acres of land located entirely within Brazoria County Municipal Utility District No. 44, in Brazoria County, Texas; providing an effective date; and making other findings related thereto.

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

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

ORDINANCE NO. 20-E

ORDINANCE OF THE CITY OF ALVIN, TEXAS, GRANTING CONSENT TO AND AUTHORIZING A REDUCTION IN THE CITY OF ALVIN'S EXTRATERRITORIAL JURISDICTION BY A TOTAL OF 5.161 ACRES OF LAND LOCATED ENTIRELY WITHIN MUNICIPAL UTILITY DISTRICT 44, IN BRAZORIA COUNTY, TEXAS; PROVIDING AN EFFECTIVE DATE; AND MAKING OTHER FINDINGS RELATED THERETO.

WHEREAS, on November 20, 2019, the City of Alvin, Texas (the "City"), received a Petition Requesting Release of Extraterritorial Jurisdiction filed by WB Pradera Oaks Land 1, LLC, a Texas Limited Liability Company, the owner of the 5.161 acres of land, more or less, to be released (the "Property"), and Brazoria County MUD No. 44 (the "District"), in which all of the Property lies (herein "Petitioners"). A copy of the Petition and all exhibits thereto is attached hereto and incorporated herein as Exhibit A (the "Petition"); and

WHEREAS, the Property is located in the City of Alvin's extraterritorial jurisdiction and wholly within the District; and

WHEREAS, the Petitioner plans to build, on behalf of the District, a storm water drainage detention pond on the Property; and

WHEREAS, it is hereby found that it is in the best interest of the City to release certain acres from the City's extraterritorial jurisdiction; and

WHEREAS, Section 42.023 of the Texas Local Government Code requires the written consent of the government body of the municipality prior to reducing the municipality's extraterritorial jurisdiction; and

WHEREAS, the City believes that it will be in the best interest of the City, Petitioner, and the District, and will benefit the Property and the City, as the Property will be used for drainage and detention purposes and be owned and operated by the District;

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

Section 1. The findings contained in the preamble of this Ordinance are declared to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. The City Council of the City of Alvin, Texas, finds that it is in the best interest of the City for the Property to be used for drainage and detention purposes, owned and operated by the District.

Section 3. The City Council of the City of Alvin, Texas, hereby gives its written consent to the release of 5.161 acres of land, more or less, located in Brazoria County Municipal Utility District No. 44, as described in Exhibit A of the Petition, attached hereto.

Section 4. The City of Alvin, Texas, hereby reduces its extraterritorial jurisdiction by a total of 5.161 acres of land, more or less, located in Brazoria County Municipal Utility District No. 44 as described in Exhibit A of the Petition, attached hereto.

Section 5. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

PASSED on the first and final reading on the 20th day of February 2020.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

Exhibit A

ALLEN BOONE HUMPHRIES LLP

ATTORNEYS AT LAW

PHOENIX TOWER
3200 SOUTHWEST FREEWAY
SUITE 2600
HOUSTON, TEXAS 77027
TEL (713)860-6400
FAX (713)860-6401
abhllp.com

Rec 11/20/19

Direct Line: (713) 800-8677
Direct Fax: (713) 860-1177

gmathera@abhr.com

Georgia Mathera
Legal Assistant

November 21, 2019

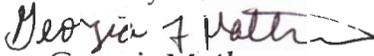
Ms. Dixie Roberts
City of Alvin Secretary
216 West Sealy Street
Alvin, TX 77511

Re: Proposed Exclusion of Land from City of Alvin Extraterritorial Jurisdiction; Petition Requesting Release of Extraterritorial Jurisdiction and related Order

Dear Ms. Roberts:

Enclosed please find one original copy of the above captioned Petition and Order submitted on behalf of the Petitioner and Brazoria County Municipal Utility District No. 44 (the "District"). The Petitioner and the District hereby request consideration and consent from the City of Alvin to the proposed exclusion of 5.161 acres of land from the City of Alvin's extraterritorial jurisdiction. Please return to my attention a fully executed copy for the District's records once this has been approved.

If you have any questions please don't hesitate to contact me at the above email address or phone number. Thank you for your consideration and attention to this matter.

Thank you,

Georgia Mathera
Legal Assistant
Allen Boone Humphries Robinson LLP

Enclosures

Cc Steve Sheldon, Dannenbaum Engineering Corp.

ORDER EXCLUDING CERTAIN LANDS FROM EXTRATERRITORIAL JURISDICTION
OF ALVIN AND REDUCING SAME

WHEREAS, pursuant to Section 42.023 of the Texas Local Government Code, WB Pradera Oaks Land 1, LLC, a Texas Limited Liability Company (the "Petitioner") and Brazoria County MUD No. 44 (the "District"), have presented to the City of Alvin, Texas ("Alvin"), a petition, a copy of which is attached as Exhibit A to this Order, requesting that Alvin reduce its extraterritorial jurisdiction to exclude all of the territory described in the Exhibit B attached hereto and incorporated herein for all purposes (the "Territory"); and

WHEREAS, Alvin has reviewed the petition and has determined that the facts therein stated are true and correct; that the Petitioner is the owner of all the Territory; that exclusion of the Territory from Alvin's extraterritorial jurisdiction would be practicable, just, and desirable; and that such exclusion is in the best interests of Alvin, the Petitioner, and the District;

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

Section 1: All of the facts and recitals set forth in the preamble of this Order are hereby found and determined to be true and correct.

Section 2: The City of Alvin, Texas, hereby reduces its extraterritorial jurisdiction to exclude all of the Territory.

Section 3: The City Secretary is hereby directed to file with the County Clerk of Brazoria County, Texas, a certified copy of this Order.

Section 4: The City Secretary shall note the date of introduction and the passage of this Order in the minutes of the meeting. This Order shall become effective immediately upon the date of its final passage.

PASSED AND APPROVED this _____ day of _____, 2019.

By: _____
Paul Horn, Mayor
City of Alvin, Texas

ATTEST:

By: _____
Dixie Roberts, City Secretary
City of Alvin, Texas

EXHIBIT A

PETITION REQUESTING RELEASE OF EXTRA TERRITORIAL JURISDICTION

PETITION REQUESTING RELEASE OF EXTRA TERRITORIAL JURISDICTION

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

WB Pradera Oaks Land 1, LLC, a Texas Limited Liability Company (herein, "Petitioner"), the owner of all of the acres described in the exhibit attached hereto as **Exhibit A** and incorporated herein for all purposes (the "Land"), and Brazoria County Municipal Utility District No. 44 (the "District"), hereby petition and request the City of Alvin, Texas ("Alvin"), to reduce Alvin's extraterritorial jurisdiction ("ETJ") to exclude all of the Land, and would show the following:

I.

Petitioner is the owner of title to all of the Land, as shown by the tax rolls of Brazoria County, Texas. District is a political subdivision of the State of Texas created under the authority of Article XVI, Section 59 of the Texas Constitution and operating pursuant to Chapters 49 and 54 of the Texas Water Code. All of the land is within the District. Petitioner plans to build, on behalf of the District, a storm water drainage detention pond on the Land. The remainder of the 243 acres of land in the District is in the ETJ of the Village of Bonney, Texas.

II.

The Land is included in the existing extraterritorial jurisdiction of Alvin and none of the Land is located within any other existing extraterritorial jurisdiction. The Petitioner and the District desire that all land in the District be in the City of the Village of Bonney ETJ.

III.

This Petition and request is made pursuant to the provisions of Section 42.023, Texas Local Government Code, whereby Petitioner and the District are asking Alvin to reduce its ETJ by giving the consent of its governing body.

IV.

Petitioner and the District believe that it will be in the best interest of Petitioner, the District, and Alvin, and will benefit the Land and Alvin, especially since use of the Land is for drainage and detention purposes, and the Land will be owned and operated by the District, and which improvements are exempt from any taxes levied by any governmental entity. The Land is located immediately adjacent to land currently in the ETJ of the City of Alvin, Texas and the Village of Bonney. The Land is currently without water, sanitary sewer and drainage services, but will be used for detention to serve land in the District. The District has available water, sanitary sewer and drainage facilities to serve the Land. Time is of the essence as

Petitioner is proceeding with plans to build drainage detention needed to meet the needs of Petitioner and the District.

WHEREFORE, Petitioner and the District pray that this petition be properly filed, and that it be heard by the governing body of Alvin and that the governing body of Alvin duly pass and adopt a resolution reducing Alvin ETJ to exclude all of the Land from its ETJ.

RESPECTFULLY EXECUTED this 11th day of October, 2019.

WB Pradera Oaks Land 1, LLC

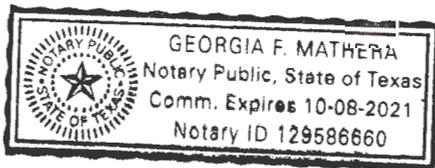
Tingfu Qiao
Manager & Chief Executive Officer

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on the 11th day of October, 2019, by Tingfu Qiao, manager and CEO of WB PRADERA OAKS LAND 1 LLC, a Texas limited liability company, on behalf of said limited liability company.

(NOTARY SEAL)

Georgia F. Mathera
Notary Public, State of Texas



BRAZORIA COUNTY MUNICIPAL UTILITY
DISTRICT NO. 44

By: *Joel Michael*
President, Board of Directors

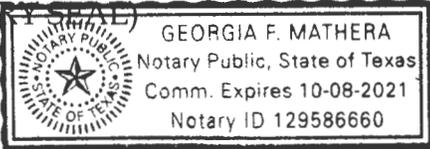
ATTEST:

By: *Noel Barfoot* (SEAL)
Secretary, Board of Directors



THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on the 11 day of October, 2019, by Joel Michael, and Noel Barfoot, of the Board of Directors of BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 44, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)


Georgia F. Mathera
Notary Public, State of Texas

Attachment:
Exhibit A: Description of the Land

EXHIBIT A

Description of the Land

County: Brazoria
Project: Pradera Oaks
M.S.G. No.: 191248
Job Number: 3848-BV

FIELD NOTES FOR A 5.161 ACRE TRACT

Being a tract of land containing 5.161 acres (224,827 square feet), located within the Warren D.C. Hall League, Abstract Number (No.) 69, in Brazoria County, Texas; Said 5.161 acre tract being a portion of Lots 22 and 23 of Bogart and Taylor subdivision of the west 1/2 of said Warren D.C. Hall League, Abstract No. 69, a subdivision of record in Volume (Vol.) 1, Page (Pg.) 64, Brazoria County Plat Records (B.C.P.R.) and being a portion of Tract 1 (called 122.9334 acres) and Tracts 2, 3, 4, 5 and 6 (all five tracts being called 0.2008 acre) all being recorded in the name of WB Pradera Oaks Land 1 LLC in Brazoria County Clerk's File Number (B.C.C.F.) No. 2019031292; Said 5.161 acre tract being more particularly described by metes and bounds as follows (all bearings are based on the Texas Coordinate System of 1983 (NAD83), South Central Zone, per GPS observations):

BEGINNING at a 1/2-inch iron pipe with a cap stamped "RPLS 2506" found at the intersection of the westerly Right-of-Way (R.O.W.) line of Texas State Highway 288 (width varies, no record document found) and the northerly R.O.W. line of County Road 35 (unimproved, 95-feet wide as fenced and as per Vol. 50, Pages 102 and 104, Brazoria County Deed Records (B.C.D.R.), marking the southeast corner of said Tract 1 and the herein described tract;

Thence, with the line common to the northerly R.O.W. line of said County Road 35 and the southerly lines of said Tracts 1, 2, 3, 4, 5 and 6, South 86 degrees 53 minutes 56 seconds West, a distance of 632.41 feet passing a 5/8-inch iron rod with a cap stamped "Kalkomey" found at the southeast corner of said Tract 6, a distance of 907.42 feet passing a 1/2-inch iron pipe found (bears South 07 degrees 06 minutes West a distance of 0.6' feet) at the southwest corner of said Tract 2, continuing for a total distance of 1,199.30 feet to the beginning of a curve to the left, being on the southerly line of said Tract 1, for the intersection of the northerly R.O.W. line of said County Road 35 and the Village of Bonney 1/2 Mile Extraterritorial Jurisdiction (ETJ) Line from Ordinance No. 3-90, recorded in B.C.C.F. No. 1990830770, same being the City of Alvin ETJ Line and being at the southwest corner of the herein described tract;

Thence, along the said ETJ line and through and across said Tracts 1, 2, 3, 4, 5 and 6, 1,308.83 feet along the arc of said curve to the left, having a radius of 2,640.00 feet, a central angle of 28 degrees 24 minutes 20 seconds and a chord that bears North 64 degrees 36 minutes 06 seconds East, a distance of 1,295.47 feet to the line common to the westerly R.O.W. line of said Texas State Highway 288 and the easterly line of said Tract 1, being the northeast corner of the herein described tract;

Thence, with the line common to the westerly R.O.W. line of said Texas State Highway 288 and the easterly line of said Tract 1, South 03 degrees 10 minutes 56 seconds East, a distance of 491.51 feet to the **POINT OF BEGINNING** and containing 5.161 acres (224,827 square feet) of land.

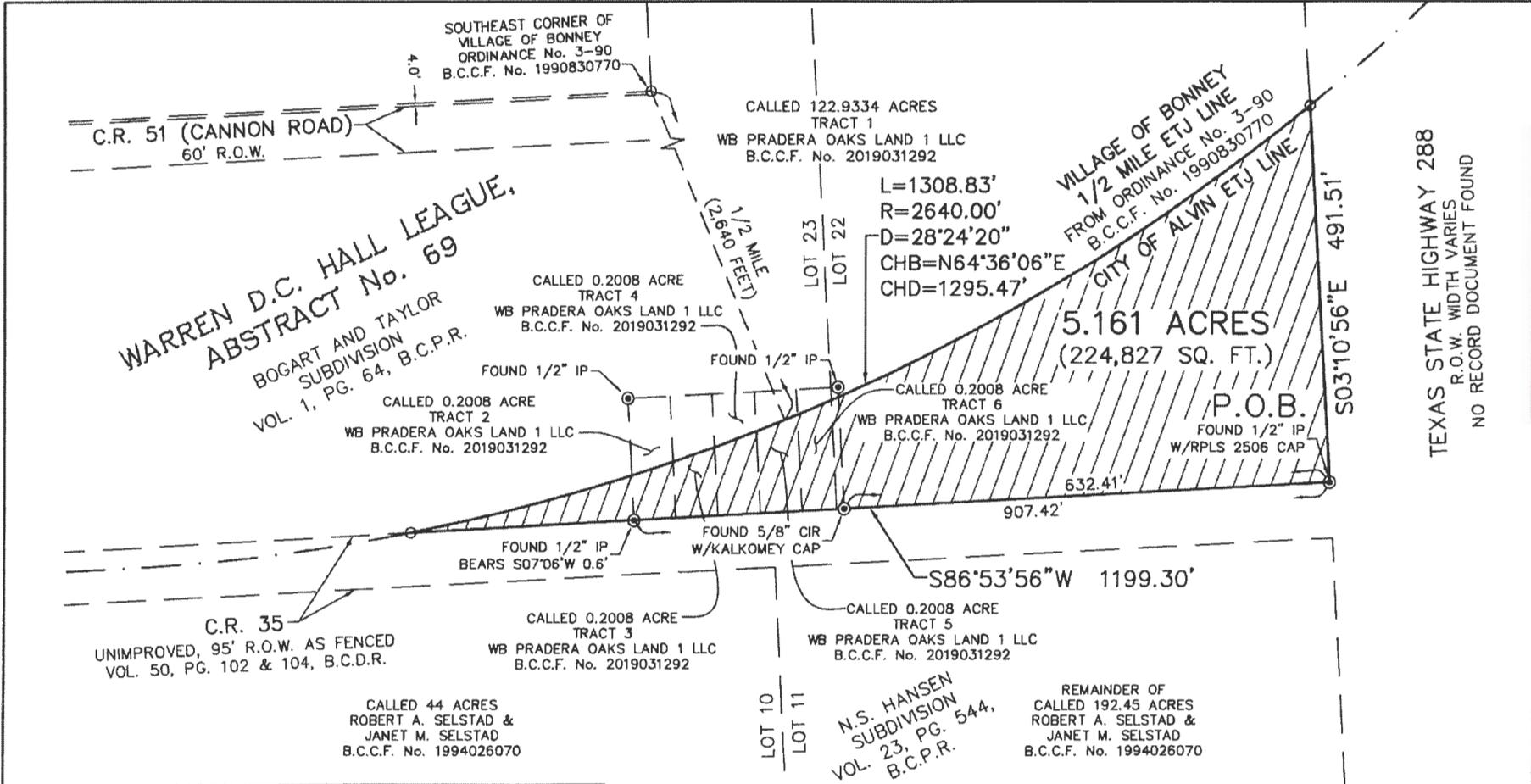
This description was prepared in conjunction and accompanies an Exhibit Map prepared by Miller Survey Group.

Anthony R. Peacock

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



Miller Survey Group
www.millersurvey.com
Texas Firm Reg. No. 10047100
Ph: (713) 413-1900
M&B No. 191248
Dwg. No. 3848-EXH-9
Date: October 9, 2019



TEXAS STATE HIGHWAY 288
R.O.W. WIDTH VARIES
NO RECORD DOCUMENT FOUND

EXHIBIT MAP
5.161 ACRE TRACT

LOCATED IN THE
WARREN D.C. HALL LEAGUE, ABSTRACT No. 69
BRAZORIA COUNTY, TEXAS



1760 WEST SAM HOUSTON PARKWAY NORTH * HOUSTON, TEXAS 77043
PHONE 713-413-1900 * FAX 713-413-1944
TEXAS FIRM REGISTRATION No. 10047100

200' 100' 0 200'



SCALE IN FEET
1" = 200'

NOTES:

- ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.
- A METES AND BOUNDS DESCRIPTION OF THE SUBJECT TRACT HAS BEEN PREPARED BY MILLER SURVEY GROUP AND ACCOMPANIES THIS EXHIBIT.

LEGEND

- B.C.C.F. = BRAZORIA COUNTY CLERK'S FILE
- B.C.P.R. = BRAZORIA COUNTY PLAT RECORDS
- B.C.D.R. = BRAZORIA COUNTY DEED RECORDS
- No. = NUMBER
- IR = IRON ROD
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R.O.W. = RIGHT-OF-WAY
- SQ. FT. = SQUARE FEET
- PG. = PAGE
- VOL. = VOLUME
- C.R. = COUNTY ROAD
- ETJ = EXTRATERRITORIAL JURISDICTION
- ⊙ = FOUND 5/8-INCH IRON ROD (UNLESS OTHERWISE NOTED)
- = ANGLE POINT

A:\3848-PRADERA OAKS\DWG\3848-CR3-9.DWG 10/09/2019 Bujay, Neah

JOB No. 3848-BV	SCALE: 1"= 200'	DATE: 10/09/2019	FIELD BOOK: 19010/HM
DWG. No. 3448-EXH-9	DRAWN BY: BJN	CHK. BY: ARP	M&B No. 191248

EXHIBIT B
THE TERRITORY

County: Brazoria
Project: Pradera Oaks
M.S.G. No.: 191248
Job Number: 3848-BV

FIELD NOTES FOR A 5.161 ACRE TRACT

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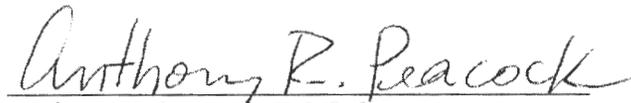
BEGINNING at a 1/2-inch iron pipe with a cap stamped "RPLS 2506" found at the intersection of the westerly Right-of-Way (R.O.W.) line of Texas State Highway 288 (width varies, no record document found) and the northerly R.O.W. line of County Road 35 (unimproved, 95-foot wide as fenced and as per Vol. 50, Pages 102 and 104, Brazoria County Deed Records (B.C.D.R.), marking the southeast corner of said Tract 1 and the herein described tract;

Thence, with the line common to the northerly R.O.W. line of said County Road 35 and the southerly lines of said Tracts 1, 2, 3, 4, 5 and 6, South 86 degrees 53 minutes 56 seconds West, a distance of 632.41 feet passing a 5/8-inch iron rod with a cap stamped "Kalkomey" found at the southeast corner of said Tract 6, a distance of 907.42 feet passing a 1/2-inch iron pipe found (bears South 07 degrees 06 minutes West a distance of 0.6' feet) at the southwest corner of said Tract 2, continuing for a total distance of 1,199.30 feet to the beginning of a curve to the left, being on the southerly line of said Tract 1, for the intersection of the northerly R.O.W. line of said County Road 35 and the Village of Bonney 1/2 Mile Extraterritorial Jurisdiction (ETJ) Line from Ordinance No. 3-90, recorded in B.C.C.F. No. 1990830770, same being the City of Alvin ETJ Line and being at the southwest corner of the herein described tract;

Thence, along the said ETJ line and through and across said Tracts 1, 2, 3, 4, 5 and 6, 1,308.83 feet along the arc of said curve to the left, having a radius of 2,640.00 feet, a central angle of 28 degrees 24 minutes 20 seconds and a chord that bears North 64 degrees 36 minutes 06 seconds East, a distance of 1,295.47 feet to the line common to the westerly R.O.W. line of said Texas State Highway 288 and the easterly line of said Tract 1, being the northeast corner of the herein described tract;

Thence, with the line common to the westerly R.O.W. line of said Texas State Highway 288 and the easterly line of said Tract 1, South 03 degrees 10 minutes 56 seconds East, a distance of 491.51 feet to the **POINT OF BEGINNING** and containing 5.161 acres (224,827 square feet) of land.

This description was prepared in conjunction and accompanies an Exhibit Map prepared by Miller Survey Group.


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



Miller Survey Group
www.millersurvey.com
Texas Firm Reg. No. 10047100
Ph: (713) 413-1900
M&B No. 191248
Dwg. No. 3848-EXH-9
Date: October 9, 2019



AGENDA COMMENTARY

Meeting Date: 2/20/2020

Department: City Attorney

Contact: Suzanne L. Hanneman, City Attorney

Agenda Item: Consider Ordinance 20-F, granting consent to the addition of approximately 9.99 acres of land to Brazoria County Municipal Utility District No. 73; 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 January 18, 2018, the City consented to the creation of Brazoria County Municipal Utility District No. 73 (the "District") by Ordinance No. 18-E. The District was created by an order of the Texas Commission on Environmental Quality on August 6, 2018 and operates pursuant to Chapters 49 and 54 of the Texas Water Code.

On January 21, 2020, the City of Alvin, Texas received a Petition for Consent to Include Additional Land from the District and M/I Homes of Houston, LLC, to include approximately 9.99 acres into the District. Section 54.016 of the Texas Water Code provides that no land within the corporate limits of a city or within the extraterritorial jurisdiction of a city, shall be included within a municipal utility district unless such city grants its written consent to the inclusion of the land within the district. Staff recommends approval of Ordinance 20-F.

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:** 2/10/2020 SLH

Supporting documents attached:

- Ordinance 20-F
- Exhibit A – Petition for Consent to Include Additional Land, Property Description and Map

Recommendation: Move to approve Ordinance 20-F, granting consent to the addition of approximately 9.99 acres of land to the Brazoria County Municipal Utility District No. 73; making findings of fact; providing a severability clause; and providing an effective date.

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

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

ORDINANCE 20-F

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, GRANTING CONSENT TO THE ADDITION OF APPROXIMATELY 9.99 ACRES OF LAND TO BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 73; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvin, Texas (the “City”), consented to the creation of Brazoria County Municipal Utility District No. 73 (the “District”) by Ordinance No. 18-E, passed and adopted by City Council on January 18, 2018; and

WHEREAS, the District was created by an order of the Texas Commission on Environmental Quality on August 6, 2018, and operates pursuant to Chapters 49 and 54 of the Texas Water Code, as amended; and

WHEREAS, the District and M/I Homes of Houston, LLC, a Texas limited liability company and the owner of the land herein described, have petitioned the City to consent to the addition to the District approximately 9.99 acres of land more fully described in the petition and the exhibit attached hereto as Exhibit A; and

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

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

WHEREAS, the City Council of the City desires to create Ordinance No. 20-F as set forth herein for the purpose of consenting to the addition of said land to the District and establishing the terms and conditions of such consent.

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

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

Section 2. The City Council of the City of Alvin, Texas, hereby grants its specific written consent to the addition of the approximately 9.99 acres of land referenced above that are situated within the corporate limits of the City of Alvin, Texas, into the District as described in the Petition and the exhibit, attached hereto as Exhibit A. This Ordinance shall not impair the effectiveness of any agreement between the City and the District dated prior to the effective date hereof or conditions contained in Ordinance 18-E consenting to the creation of the District.

Section 3. In addition to all the rights and remedies provided by the laws of the State of Texas, in the event the District violates the terms and provisions of the City’s written consent, the City shall be entitled to injunctive relief or a writ of mandamus issued by a court of competent jurisdiction restraining, compelling or requiring the District and its officials to observe and comply with the terms and provisions of this Ordinance.

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

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

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

PASSED AND APPROVED on this the 20th day of February 2020.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

County: Brazoria
Project: Mustang Crossing- 9.99 acre Planka Tract: Boundary
C.I. No.: 1308-19
Job Number: 2018-259-121

METES AND BOUNDS FOR 9.99 ACRES

Being a 9.99 acre tract of land located in the subdivision of the Hooper and Wade Survey, Section 18, Abstract 488 recorded in Volume 6, Page 152 and Volume 32, Page 2, both of the Brazoria County Deed Records (B.C.D.R.) in Brazoria County, Texas; said 9.99 acre tract being all of Lot 25 of said subdivision, same being all of a call 9.99 acre tract of land conveyed to Frank C. Planka and wife Marjorie A. Planka in Clerk's File No. 02-020054 of the Official Public Records of Brazoria County (O.P.R.B.C.); said 9.99 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, South Central Zone, NAD 1983):

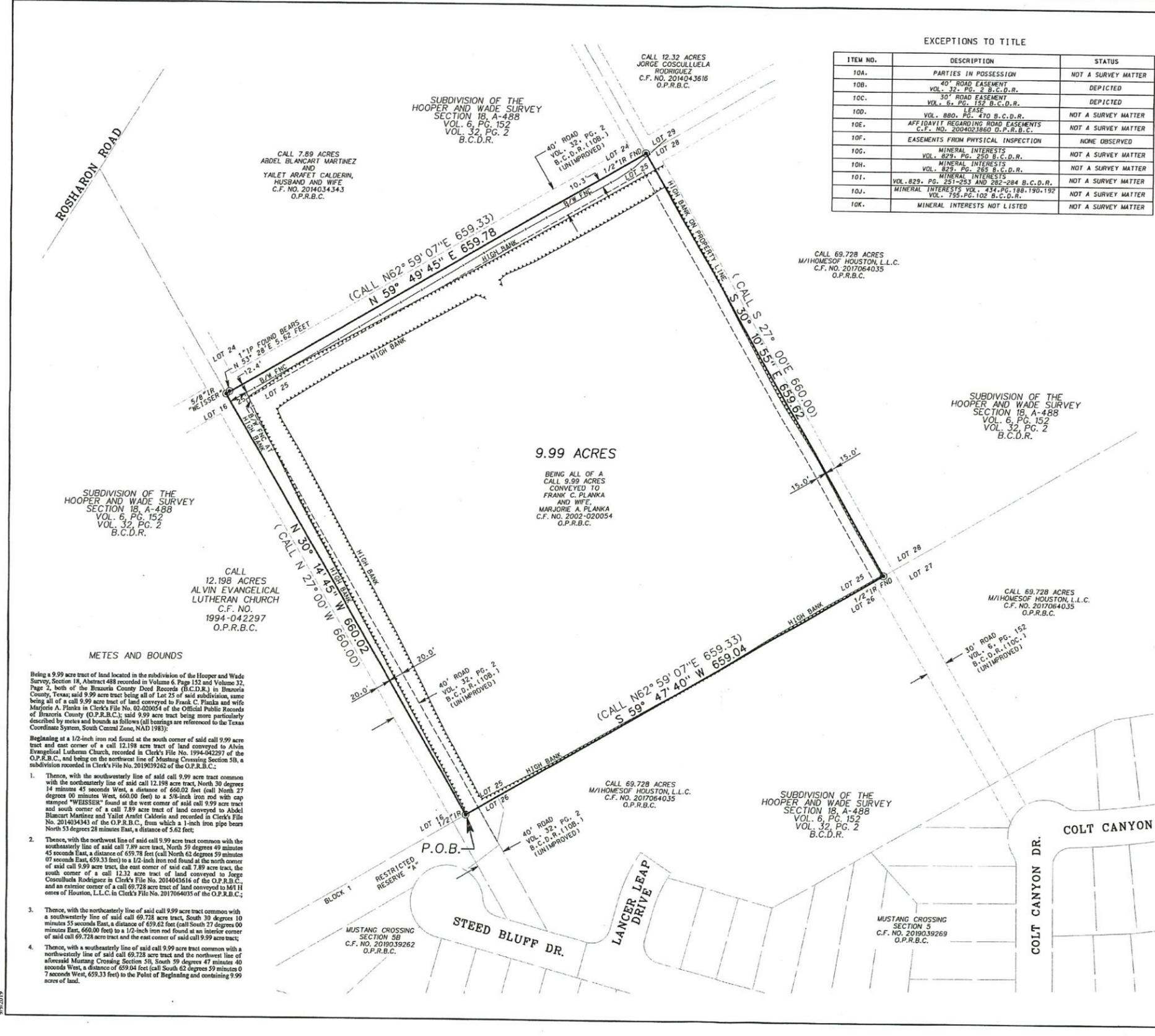
Beginning at a 1/2-inch iron rod found at the south corner of said call 9.99 acre tract and east corner of a call 12.198 acre tract of land conveyed to Alvin Evangelical Lutheran Church, recorded in Clerk's File No. 1994-042297 of the O.P.R.B.C., and being on the northwest line of Mustang Crossing Section 5B, a subdivision recorded in Clerk's File No. 2019039262 of the O.P.R.B.C.;

1. Thence, with the southwesterly line of said call 9.99 acre tract common with the northeasterly line of said call 12.198 acre tract, North 30 degrees 14 minutes 45 seconds West, a distance of 660.02 feet (call North 27 degrees 00 minutes West, 660.00 feet) to a 5/8-inch iron rod with cap stamped "WEISSER" found at the west corner of said call 9.99 acre tract and south corner of a call 7.89 acre tract of land conveyed to Abdel Blancart Martinez and Yailat Arafet Calderin and recorded in Clerk's File No. 2014034343 of the O.P.R.B.C., from which a 1-inch iron pipe bears North 53 degrees 28 minutes East, a distance of 5.62 feet;
2. Thence, with the northwest line of said call 9.99 acre tract common with the southeasterly line of said call 7.89 acre tract, North 59 degrees 49 minutes 45 seconds East, a distance of 659.78 feet (call North 62 degrees 59 minutes 07 seconds East, 659.33 feet) to a 1/2-inch iron rod found at the north corner of said call 9.99 acre tract, the east corner of said call 7.89 acre tract, the south corner of a call 12.32 acre tract of land conveyed to Jorge Cosculluela Rodriguez in Clerk's File No. 2014043616 of the O.P.R.B.C., and an exterior corner of a call 69.728 acre tract of land conveyed to M/I Homes of Houston, L.L.C. in Clerk's File No. 2017064035 of the O.P.R.B.C.;

3. Thence, with the northeasterly line of said call 9.99 acre tract common with a southwesterly line of said call 69.728 acre tract, South 30 degrees 10 minutes 55 seconds East, a distance of 659.62 feet (call South 27 degrees 00 minutes East, 660.00 feet) to a 1/2-inch iron rod found at an interior corner of said call 69.728 acre tract and the east corner of said call 9.99 acre tract;
4. Thence, with a southeasterly line of said call 9.99 acre tract common with a northwesterly line of said call 69.728 acre tract and the northwest line of aforesaid Mustang Crossing Section 5B, South 59 degrees 47 minutes 40 seconds West, a distance of 659.04 feet (call South 62 degrees 59 minutes 07 seconds West, 659.33 feet) to the **Point of Beginning** and containing 9.99 acres of land.



Andrew P. McConnell
9-9-19



EXCEPTIONS TO TITLE

ITEM NO.	DESCRIPTION	STATUS
10A.	PARTIES IN POSSESSION	NOT A SURVEY MATTER
10B.	40' ROAD EASEMENT VOL. 32, PG. 2 B.C.D.R.	DEPICTED
10C.	30' ROAD EASEMENT VOL. 6, PG. 152 B.C.D.R.	DEPICTED
10D.	LEASE VOL. 880, PG. 470 B.C.D.R.	NOT A SURVEY MATTER
10E.	AFFIDAVIT REGARDING ROAD EASEMENTS C.F. NO. 2010021860 O.P.R.B.C.	NOT A SURVEY MATTER
10F.	EASEMENTS FROM PHYSICAL INSPECTION	NONE OBSERVED
10G.	MINERAL INTERESTS VOL. 829, PG. 250 B.C.D.R.	NOT A SURVEY MATTER
10H.	MINERAL INTERESTS VOL. 829, PG. 255 B.C.D.R.	NOT A SURVEY MATTER
10I.	MINERAL INTERESTS VOL. 829, PG. 251-253 AND 282-284 B.C.D.R.	NOT A SURVEY MATTER
10J.	MINERAL INTERESTS VOL. 414, PG. 188-190-192 VOL. 755, PG. 102 B.C.D.R.	NOT A SURVEY MATTER
10K.	MINERAL INTERESTS NOT LISTED	NOT A SURVEY MATTER



GENERAL NOTES

- THIS SURVEY IS BASED ON A COMMITMENT FOR TITLE INSURANCE ISSUED BY STEWART TITLE GUARANTY COMPANY, FILE NO. 1909035469, ISSUED AUGUST 26, 2019 EFFECTIVE DATE OF AUGUST 11, 2019 AND IS SUBJECT TO ALL TERMS, CONDITIONS, LEASES AND ENCUMBRANCES STIPULATED THEREIN.
- ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR FORT BEND COUNTY, TEXAS, MAP NUMBER 4803C045 H, DATED JUNE 5, 1989, THIS PROPERTY LIES IN UNSHADDED ZONE "X", WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN, AND ZONE "X" DETERMINED TO BE FLOOD DEPTHS OF 1 FOOT. THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM; IT DOES NOT NECESSARILY IDENTIFY AREAS SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL DRAINAGE SOURCES OF SMALL SIZE, OR ALL PLANIMETRIC FEATURES FROM LOCAL DRAINAGE SOURCES OF SMALL SIZE. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES LOCATED THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THE FLOOD HAZARD AREA IS SUBJECT TO CHANGE AS DETAILED STUDIES OCCUR AND/OR WATERSHED OR CHANNEL CONDITIONS CHANGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
- ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM NAD 83, SOUTH CENTRAL ZONE.
- ABBREVIATIONS: B.C.D.R. - BRAZORIA COUNTY DEED RECORDS; O.P.R.B.C. - OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY; FND - FOUND; I.R. - IRON ROD; W.L.E. - WATERLINE EASEMENT; S.S.E. - SANITARY SEWER EASEMENT; S.M.S.E. - STORM SEWER EASEMENT; U.E. - UTILITY EASEMENT; A.E. - AERIAL EASEMENT; L.E. - LANDSCAPE EASEMENT; H.L.P. - HOUSTON LIGHTING AND POWER; C.F. NO. - CLERK'S FILE NUMBER.
- ALL UTILITIES SHOWN ARE BASED ON ABOVE GROUND VISIBLE FEATURES AND NO EFFORT WAS MADE TO LOCATE BELOW GROUND UTILITY LINES.

TO: M/I HOMES OF HOUSTON, L.L.C.
STEWART TITLE GUARANTY COMPANY

I, ANDREW P. MCCONNELL, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS PERFORMED ON THE GROUND UNDER MY SUPERVISION DURING THE MONTH OF AUGUST, 2019 AND CONFORMS TO THE CURRENT TEXAS SURVEYOR'S ASSOCIATION STANDARDS AND SPECIFICATIONS FOR A CATEGORY "A", CONDITION "1" SURVEY.

Andrew P. McConnell 9-9-19
ANDREW P. MCCONNELL
TEXAS REGISTRATION NO. 5651

Costello
Engineering and Surveying
2107 Cypress Street, Suite 100
Houston, Texas 77056
(713) 778-0100 (F) (713) 778-0101 (M)
TXSPE REG. NO. 280
TXPLS REG. NO. 10026

LAND TITLE SURVEY
9.99 ACRES IN THE SUBDIVISION OF
HOOPER AND WADE
SURVEY SECTION 18, A-488
BRAZORIA COUNTY, TEXAS

JOB NO.: 2018-259-121 | DATE: 9-7-2019 | EXHIBIT NO.: 2018259_121MAP.DGN

METES AND BOUNDS

Being a 9.99 acre tract of land located in the subdivision of the Hooper and Wade Survey, Section 18, Abstract 488 recorded in Volume 6, Page 152 and Volume 32, Page 2, both of the Brazoria County Deed Records (B.C.D.R.) in Brazoria County, Texas, said 9.99 acre tract being all of Lot 25 of said subdivision, same being all of a call 9.99 acre tract of land conveyed to Frank C. Planka and wife Marjorie A. Planka in Clerk's File No. 02-020054 of the Official Public Records of Brazoria County (O.P.R.B.C.); said 9.99 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, South Central Zone, NAD 1983):

Beginning at a 1/2-inch iron rod found at the south corner of said call 9.99 acre tract and east corner of a call 12.198 acre tract of land conveyed to Alvin Evangelical Lutheran Church, recorded in Clerk's File No. 1994-042297 of the O.P.R.B.C., and being on the northwest line of Mustang Crossing Section 5B, a subdivision recorded in Clerk's File No. 2019039262 of the O.P.R.B.C.:

- Thence, with the southeasterly line of said call 9.99 acre tract common with the northeasterly line of said call 12.198 acre tract, North 30 degrees 14 minutes 45 seconds West, a distance of 660.02 feet (call North 27 degrees 00 minutes West, 660.00 feet) to a 5/8-inch iron rod with cap stamped "WEISSER" found at the west corner of said call 9.99 acre tract and south corner of a call 7.89 acre tract of land conveyed to Abdel Blancart Martinez and Yaliet Arafet Calderin and recorded in Clerk's File No. 2014034343 of the O.P.R.B.C., from which a 1-inch iron pipe bears North 53 degrees 28 minutes East, a distance of 5.62 feet;
- Thence, with the northwest line of said call 9.99 acre tract common with the southeasterly line of said call 7.89 acre tract, North 59 degrees 49 minutes 07 seconds East, a distance of 659.78 feet (call North 62 degrees 59 minutes 07 seconds East, 659.33 feet) to a 1/2-inch iron rod found at the north corner of said call 9.99 acre tract, the east corner of said call 7.89 acre tract, the south corner of a call 12.32 acre tract of land conveyed to Jorge Coscolluela Rodriguez in Clerk's File No. 2014043616 of the O.P.R.B.C., and an exterior corner of a call 69.728 acre tract of land conveyed to M/I Homes of Houston, L.L.C. in Clerk's File No. 2017064035 of the O.P.R.B.C.;
- Thence, with the northeasterly line of said call 9.99 acre tract common with a southeasterly line of said call 69.728 acre tract, South 30 degrees 10 minutes 55 seconds East, a distance of 659.62 feet (call South 27 degrees 00 minutes East, 660.00 feet) to a 1/2-inch iron rod found at an interior corner of said call 69.728 acre tract and the east corner of said call 9.99 acre tract;
- Thence, with a southeasterly line of said call 9.99 acre tract common with a northwesterly line of said call 69.728 acre tract and the northwest line of aforesaid Mustang Crossing Section 5B, South 59 degrees 47 minutes 40 seconds West, a distance of 659.04 feet (call South 62 degrees 59 minutes 07 seconds West, 659.33 feet) to the Point of Beginning and containing 9.99 acres of land.

S:\NEW\Mustang Crossing\2018259_10 Act\121 Boundary & Design Survey\121 Boundary\2018259_121map.dgn 9/9/2019

SCHWARTZ, PAGE & HARDING, L.L.P.

ATTORNEYS AT LAW

JOSEPH M. SCHWARTZ
ABRAHAM I. RUBINSKY
HOWARD M. COHEN
SPENCER W. CREED
CHRISTOPHER T. SKINNER
DANIEL S. RINGOLD
MITCHELL G. PAGE
BRYAN T. YEATES
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SUITE 1400
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TELEPHONE (713) 623-4531
TELECOPIER (713) 623-6143

GINA FREE
JOHN H. EICHELBERGER
DIANA MILLER
RICK L. BARKER
KEVIN B. GIESEKE
EMILY C. NOH
KATE H. HENDERSON

January 21, 2020

**VIA ELECTRONIC MAIL AND
FEDERAL EXPRESS**

Ms. Suzanne Hanneman
City Attorney
City of Alvin Legal Department
216 West Sealy Street
Alvin, Texas 77511

Re: Brazoria County Municipal Utility District No. 73 (the "District");
Petition for Consent to Include Additional Land to the District

Dear Ms. Hanneman:

In connection with the proposed annexation of 9.99 acres into the boundaries of the referenced District, enclosed please find an executed original of the following document:

1. Petition for Consent to Include Additional Land to the District;

Also attached for your review in connection with the proposed annexation is a Second Amendment to Utility Services Contract. Should you have any questions regarding the enclosed, please do not hesitate to call me at (713) 623-4531.

Very truly yours,

SCHWARTZ, PAGE & HARDING, L.L.P.

By: _____

Daniel Ringold

Enclosure
542614_1

cc: Michelle Segovia, P.E. (via e-mail)
City of Alvin

Brannon Boozer (via e-mail)
M/I Homes of Houston, LLC

PETITION FOR CONSENT TO INCLUDE ADDITIONAL LAND IN
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 73

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

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

M/I HOMES OF HOUSTON, LLC, being the holder of title to all of, and therefore, a majority in value of the land hereinafter described, as such values are indicated by the tax rolls of the central appraisal district of Brazoria County, Texas ("Landowner"), and Brazoria County Municipal Utility District No. 73 ("District") (Landowner and District hereinafter called "Petitioner"), acting pursuant to the provisions of Section 54.016, Texas Water Code, as amended, respectfully petition for consent to include additional land in a municipal utility district. In support of this petition, Petitioner shows as follows:

I.

The District, to which the land hereinafter described is sought to be annexed, exists under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code, as amended and was created by order of the Texas Commission on Environmental Quality dated August 6, 2018. Landowner is the sole owner and holder of fee simple title to the land sought to be annexed to the District, as indicated by the tax rolls of the central appraisal district of Brazoria County, Texas. Landowner represents and warrants that there are no holders of liens against said land.

II.

The land sought to be added to the District contains approximately 9.99 acres of land, more or less, and lies wholly within Brazoria County, Texas. Under the provisions of Vernon's Texas Civil Statutes, Local Government Code, Section 42.001 *et seq.*, as amended, said area is within the corporate limits of the City of Alvin and is not within such jurisdiction of any other city. All of the territory to be annexed may properly be annexed to the District.

III.

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

IV.

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

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

V.

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

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

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

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

VI.

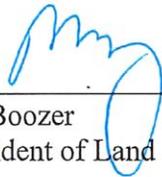
It is now estimated by the Petitioner from such information as is available at this time, that the amount of bonds necessary to be issued to finance development costs contemplated within the area proposed to be annexed will be approximately \$800,000.

{Signature Pages Follow}

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

Dated this the 15 day of January, 2020.

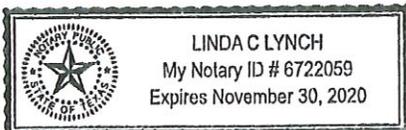
M/I HOMES OF HOUSTON, LLC,
a Delaware limited liability company

By: 
Brannon Boozer
Vice President of Land

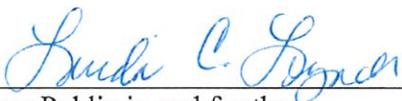
Petitioner

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

This instrument was acknowledged before me on this 15th day of January, 2020, by Brannon Boozer, Vice President of Land of M/I Homes of Houston, LLC., a Delaware limited liability company.



(SEAL)


Notary Public in and for the
State of TEXAS

BRAZORIA COUNTY MUNICIPAL UTILITY
DISTRICT NO. 73

By: *Lewis Locke*
Lewis Locke
President, Board of Directors

ATTEST:

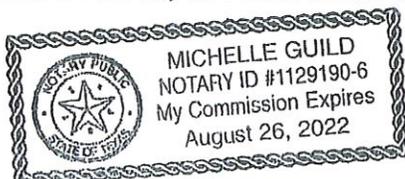
By: *Mouricia Carbone*
Mouricia Carbone
Secretary, Board of Directors

(SEAL)



THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 16th day of January, 2020, by Lewis Locke, the President of BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 73, on behalf of said district.



(SEAL)

Michelle Guild
Notary Public in and for the
State of Texas

County: Brazoria
Project: Mustang Crossing- 9.99 acre Planka Tract: Boundary
C.I. No.: 1308-19
Job Number: 2018-259-121

METES AND BOUNDS FOR 9.99 ACRES

Being a 9.99 acre tract of land located in the subdivision of the Hooper and Wade Survey, Section 18, Abstract 488 recorded in Volume 6, Page 152 and Volume 32, Page 2, both of the Brazoria County Deed Records (B.C.D.R.) in Brazoria County, Texas; said 9.99 acre tract being all of Lot 25 of said subdivision, same being all of a call 9.99 acre tract of land conveyed to Frank C. Planka and wife Marjorie A. Planka in Clerk's File No. 02-020054 of the Official Public Records of Brazoria County (O.P.R.B.C.); said 9.99 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, South Central Zone, NAD 1983):

Beginning at a 1/2-inch iron rod found at the south corner of said call 9.99 acre tract and east corner of a call 12.198 acre tract of land conveyed to Alvin Evangelical Lutheran Church, recorded in Clerk's File No. 1994-042297 of the O.P.R.B.C., and being on the northwest line of Mustang Crossing Section 5B, a subdivision recorded in Clerk's File No. 2019039262 of the O.P.R.B.C.;

1. Thence, with the southwesterly line of said call 9.99 acre tract common with the northeasterly line of said call 12.198 acre tract, North 30 degrees 14 minutes 45 seconds West, a distance of 660.02 feet (call North 27 degrees 00 minutes West, 660.00 feet) to a 5/8-inch iron rod with cap stamped "WEISSER" found at the west corner of said call 9.99 acre tract and south corner of a call 7.89 acre tract of land conveyed to Abdel Blancart Martinez and Yaillet Arafet Calderin and recorded in Clerk's File No. 2014034343 of the O.P.R.B.C., from which a 1-inch iron pipe bears North 53 degrees 28 minutes East, a distance of 5.62 feet;
2. Thence, with the northwest line of said call 9.99 acre tract common with the southeasterly line of said call 7.89 acre tract, North 59 degrees 49 minutes 45 seconds East, a distance of 659.78 feet (call North 62 degrees 59 minutes 07 seconds East, 659.33 feet) to a 1/2-inch iron rod found at the north corner of said call 9.99 acre tract, the east corner of said call 7.89 acre tract, the south corner of a call 12.32 acre tract of land conveyed to Jorge Cosculluela Rodriguez in Clerk's File No. 2014043616 of the O.P.R.B.C., and an exterior corner of a call 69.728 acre tract of land conveyed to M/I Homes of Houston, L.L.C. in Clerk's File No. 2017064035 of the O.P.R.B.C.;

Exhibit A Page 2 of 2 Pages

3. Thence, with the northeasterly line of said call 9.99 acre tract common with a southwesterly line of said call 69.728 acre tract, South 30 degrees 10 minutes 55 seconds East, a distance of 659.62 feet (call South 27 degrees 00 minutes East, 660.00 feet) to a 1/2-inch iron rod found at an interior corner of said call 69.728 acre tract and the east corner of said call 9.99 acre tract;
4. Thence, with a southeasterly line of said call 9.99 acre tract common with a northwesterly line of said call 69.728 acre tract and the northwest line of aforesaid Mustang Crossing Section 5B, South 59 degrees 47 minutes 40 seconds West, a distance of 659.04 feet (call South 62 degrees 59 minutes 07 seconds West, 659.33 feet) to the **Point of Beginning** and containing 9.99 acres of land.



Andrew P. McConnell
9-9-19

**SECOND AMENDMENT
TO
UTILITY SERVICES CONTRACT**

This SECOND AMENDMENT TO UTILITY SERVICES CONTRACT (this "Second Amendment") is made and entered into this ___ day of _____, 2020, but to be effective as of the date provided in Section 4 hereof, by and between THE CITY OF ALVIN, TEXAS, a body political and municipal corporation located in Brazoria County, Texas (the "City"), and BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 73, a body politic and corporate and a political subdivision of the State of Texas located wholly within the corporate limits of the City (the "District").

RECITALS

WHEREAS, the City and Rooted Development Group, LLC ("RDG"), on behalf of itself and the District, entered into that certain Utility Services Contract dated effective as of September 21, 2017 (the "Original Agreement");

WHEREAS, by that certain Assignment of Utility Services Contract dated August 16, 2018, RDG assigned all of its rights, benefits and obligations in and to the Original Agreement to the District, all as contemplated by and in accordance with Section 5.8 of the Original Agreement;

WHEREAS, the City and the District entered into that certain First Amendment to Utility Services Contract dated June 20, 2019 (the "First Amendment"), whereby the Parties amended the definition of certain defined terms within the Original Agreement to address the annexation of additional land into the District (the Original Agreement and the First Amendment are collectively referred to herein as the "Agreement");

WHEREAS, the District and M/I Homes of Houston, LLC have petitioned the City for its consent to the annexation of 9.99 acres of land (the "Planka Tract") into the District; and

WHEREAS, the City and the District desire to further amend certain provisions of the Agreement, in connection with the proposed addition of the Planka Tract to the District;

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants, obligations and benefits herein contained, the City and the District agree as follows:

AGREEMENT

Section 1: The term "Property" in the recitals of the Agreement is amended to include the Planka Tract. **Exhibit A** to the Agreement is amended and restated in its entirety with the **Exhibit A** attached hereto.

Section 2: This Second Amendment shall become effective on the date the District adopts an Order adding the Planka Tract to the District. The District shall provide the City with a recorded copy of said Order within ten (10) days of its adoption of same.

Section 3: All terms and provisions of the Agreement, except as amended hereby, shall remain in full force and effect and shall apply to this Second Amendment. In the event of a conflict between the Agreement and this Second Amendment, this Second Amendment shall prevail.

Section 4: Except as otherwise provided, all capitalized terms shall have the meanings specified in the Agreement.

Section 5: Pursuant to the requirements of Section 5.11 of the Agreement, RDG joins in this Second Amendment to evidence its consent hereto and the matters contained herein.

Section 6: The Agreement, together with this Second Amendment, constitutes the entire agreement between the parties hereto relating to the subject matter hereof and all prior agreements, proposals, negotiations, understandings and correspondence between the parties, whether written or oral, are hereby superseded and merged herewith.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment in multiple copies, each of which shall be an original.

CITY OF ALVIN, TEXAS

By: _____
Paul Horn, Mayor

ATTEST:

Dixie Roberts, City Secretary

BRAZORIA COUNTY MUNICIPAL UTILITY
DISTRICT NO. 73

By: _____
Lewis Locke
President, Board of Directors

ATTEST:

Mouricia Carbone
Secretary, Board of Directors

ROOTED DEVELOPMENT GROUP, LLC,
a Texas limited liability company

By: _____
Christopher M. Gilbert
President

County: Brazoria
Project: Mustang Crossing- Remainder Tracts
C.I. No.: 1157-17
Job Number: 2017-131-008

METES AND BOUNDS FOR 69.728 ACRES

Being a 69.728 acre tract of land located in the subdivision of the Hooper and Wade Survey, Section 18, Abstract 488, in Brazoria County, Texas; said 69.728 acre tract being all of Lot 28, and portion of Lots 15, 26, 27, 36, 37, 38, 39, 40, 41, 46, 47, and 48 of said subdivision, same being portions of a call 129.23 acre tract of land conveyed to REDUS Texas Land, L.L.C., recorded in Clerk's File Number 2010032838 of the Official Public Records of Brazoria County (O.P.R.B.C.), and being all of Lot 8, Block 1 (containing 0.238 acres of land) in Section One of Mustang Crossing Sections One and Two, a subdivision recorded in Clerk's File No. 2006012906 of the O.P.R.B.C.; the portions of said 129.23 acre tract being more particularly described by metes and bounds in two tracts as follows (all bearings are referenced to the Texas Coordinate System, South Central Zone, NAD 1983):

Tract 1- 55.14 Acres

Beginning at a 3/4-inch iron rod found at the west corner of said call 129.23 acre tract and south corner of a call 12.198 acre tract of land conveyed to Alvin Evangelical Lutheran Church, recorded in Clerk's File No. 1994-042297 of the O.P.R.B.C., being on the northwesterly line of said Lot 15 common with the southeasterly line of Lot 16 of said subdivision, and being on the northerly Right-of-Way line of FM 1462 (150 feet wide) recorded in Volume 959, Page 400 of the Deed Records of Brazoria County (D.R.B.C.);

1. Thence, with a northwesterly line of said call 129.23 acre tract and said Lot 15 common with the southeasterly line of said call 12.198 acre tract and said Lot 16, North 59 degrees 41 minutes 51 seconds East, a distance of 449.36 feet (call North 59 degrees 49 minutes 17 seconds East, a distance of 448.99 feet) to 1/2-inch iron rod found at an exterior corner of said call 129.23 acre tract, the east corner of said call 12.198 acre tract and said Lot 16, the south corner of a call 9.99 acre tract of land conveyed to Frank C. Planka and wife Marjorie A. Planka in Clerk's File No. 2002-020054 of the O.P.R.B.C. and Lot 25 of said subdivision, the west corner of aforesaid Lot 26, and the north corner of said Lot 15;
2. Thence, with a northwesterly line of said call 129.23 acre tract and said Lot 26 common with the southeasterly line of said call 9.99 acre tract and said Lot 25, North 59 degrees 47 minutes 40 seconds East, a distance of 659.04 feet (call North 59 degrees 46 minutes 19 seconds East, a distance of 659.33 feet) to a 1/2-inch iron rod found at an interior corner of said call 129.23 acre tract, the east corner of said call 9.99 acre tract and said Lot 25, the north corner of said Lot 26, the south corner of aforesaid Lot 28, and the west corner of aforesaid Lot 27;

3. Thence, with a southwesterly line of said call 129.23 acre tract and said Lot 28 common with the northeasterly line of said call 9.99 acre tract and said Lot 25, North 30 degrees 10 minutes 55 seconds West, a distance of 659.62 feet (call North 30 degrees 10 minutes 13 seconds West, a distance of 660.0 feet) to a 1/2-inch iron rod found at an exterior corner of said call 129.23 acre tract, the north corner of said call 9.99 acre tract and said Lot 25, the east corner of a call 7.89 acre tract of land conveyed to Abdel Blancart Martinec Yaillet Arafet Calderin, husband and wife in Clerk's File No. 2014034343 of the O.P.R.B.C. and Lot 24 of said subdivision, the south corner of a call 12.32 acre tract conveyed to Jorge Cosculluela Rodriguez in Clerk's File No. 2014043616 of the O.P.R.B.C. and Lot 29 of said subdivision;
4. Thence, with a northwesterly line of said call 129.23 acre tract and said Lot 28 common with the southeasterly line of said call 12.32 acre tract and said Lot 29, North 59 degrees 47 minutes 05 seconds East, a distance of 668.32 feet (call North 59 degrees 47 minutes 05 seconds East, a distance of 668.01 feet) to an interior corner of said call 129.23 acre tract, the north corner of said Lot 28, the east corner of said call 12.32 acre tract and said Lot 29, and the south corner of aforesaid Lot 36, from which a 5/8-inch iron rod with cap stamped "WILSON" found bears North 72 degrees 58 minutes West, a distance of 1.03 feet;
5. Thence, with a southwesterly line of said call 129.23 acre tract and said Lot 36 common with the northeasterly line of said call 12.32 acre tract and said Lot 29, North 30 degrees 11 minutes 13 seconds West, a distance of 657.83 feet (call North 30 degrees 11 minutes 13 seconds West, a distance of 657.91 feet) to a 1/2-inch iron rod found at an exterior corner of said 129.23 acre tract, the north corner of said Lot 29, the west corner of said Lot 36 and the south corner of a call 5.00 acre tract conveyed to James Day McNeil and wife, Waynetta R. McNeil in Volume 1420, Page 909 of the D.R.B.C. and Lot 35 of aforesaid subdivision;
6. Thence, with the northwesterly line of said call 129.23 acre tract and said Lot 36 common with the southeasterly line of said call 5.00 acre tract and said Lot 35, North 59 degrees 46 minutes 06 seconds East, a distance of 437.90 feet (call North 59 degrees 46 minutes 05 seconds East, a distance of 438.0 feet) to a 1/2-inch iron rod found at an interior corner of said call 129.23 acre tract, the east corner of said call 5.00 acre tract and the south corner of a call 3.002 acre tract of land conveyed Jane C. Walker in Clerk's File No. 1986-031185 of the O.P.R.B.C.;

7. Thence, with the northwesterly line of said call 129.23 acre tract and aforesaid Lots 36, 41, and 46 common with the southeasterly line of said call 3.002 acre tract, the southeasterly line of a call 3.037 acre tract of land conveyed to Tranquility Estates, L.P. in C.F. No. 1998-000696 of the O.P.R.B.C., the southeasterly line of Trussell's Estate, a subdivision recorded in Clerk's File No. 1996037669 of the O.P.R.B.C., the southeasterly line of Ostos Park, a subdivision recorded in Clerk's File No. 1995-023476 of the O.P.R.B.C., the southeasterly line of the remainder of a 28.5 acre tract conveyed to Virgil Claude McGinnes and Velmo Roy McGinnes in Volume 597, Page 541 of the D.R.B.C., and the southeasterly line of Lots 35, 42, and 45 of aforesaid Hooper and Wade Subdivision, North 59 degrees 38 minutes 57 seconds East, a distance of 902.06 feet (call North 59 degrees 39 minutes 56 seconds East) to the west corner of Reserve "A" of aforesaid Mustang Crossing Sections One and Two, from which a 5/8-inch iron rod with cap found bears North 15 degrees 37 minutes West, a distance of 0.60 feet;

Thence, with the southwesterly line of said Reserve "A", the following four (4) courses:

8. South 30 degrees 14 minutes 12 seconds East, a distance of 310.66 feet (call 311.16 feet) to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
9. North 59 degrees 45 minutes 48 seconds East, a distance of 115.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
10. South 30 degrees 14 minutes 12 seconds East, a distance of 51.03 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
11. 239.80 feet along the arc of a curve to the right, said curve having a central angle of 24 degrees 11 minutes 23 seconds, a radius of 568.00 feet and a chord that bears South 18 degrees 08 minutes 30 seconds East, a distance of 238.03 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the north corner of Mustang Crossing Section Four, a subdivision recorded in Clerk's File No. 2013011182 of the O.P.R.B.C.;
12. South 83 degrees 55 minutes 31 seconds West, at a distance of 115.00 passing a 5/8-inch iron rod with cap found on the easterly Right-of-Way line of Saddlecreek (50 feet wide) recorded in said Mustang Crossing Section Four, and continuing for a total distance of 175.04 feet (call South 83 degrees 57 minutes 13 seconds West, a distance of 175.00 feet) to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set on the westerly Right-of-Way line of said Saddlecreek;

13. Thence, with the westerly Right-of-Way line of said Saddle Creek, 76.79 feet (call 76.76) along the arc of a curve to the right, said curve having a central angle of 11 degrees 11 minutes 41 seconds, a radius of 393.00 feet and a chord that bears South 00 degrees 26 minutes 56 seconds East, a distance of 76.66 feet to a 5/8-inch iron rod with cap found on the northwesterly line of said Mustang Crossing Section Four;

Thence, with the northwesterly and southwesterly lines of said Mustang Crossing Section Four, the following nine (9) courses:

14. South 59 degrees 45 minutes 48 seconds West, a distance of 1,013.58 feet (call 1013.60 feet) to a 5/8-inch iron rod found;
15. South 30 degrees 11 minutes 13 seconds East, a distance of 100.13 feet (call 100.08 feet) to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
16. South 59 degrees 48 minutes 47 seconds West, a distance of 50.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
17. 23.54 feet along the arc of a curve to the right, said curve having a central angle of 89 degrees 55 minutes 43 seconds, a radius of 15.00 feet and a chord that bears South 14 degrees 47 minutes 17 seconds West, a distance of 21.20 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
18. South 59 degrees 45 minutes 46 seconds West, a distance of 85.00 feet to an interior corne of aforesaid Mustang Crossing Section Four from which a 5/8-inch iron rod with cap found bears South 79 degrees 19 minutes West, a distance of 0.29 feet;
19. 23.57 feet along the arc of a curve to the right, said curve having a central angle of 90 degrees 02 minutes 12 seconds, a radius of 15.00 feet and a chord that bears North 75 degrees 12 minutes 44 seconds West, a distance of 21.22 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the northerly terminus of Mustang Crossing Boulevard recorded in said Mustang Crossing Section Four;
20. Thence, with the northwesterly terminus of said Mustang Crossing Section Four, South 59 degrees 53 minutes 37 seconds West, a distance of 60.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the westerly terminus of said Mustang Crossing Boulevard;
21. Thence, with the southwesterly Right-of-Way line of said Mustang Crossing Boulevard, South 30 degrees 11 minutes 13 seconds East, a distance of 75.83 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;

22. Thence, continuing with the southwesterly Right-of-Way line of said Mustang Crossing Boulevard, 100.81 feet (call 96.15 feet) along the arc of a curve to the right, said curve having a central angle of 13 degrees 45 minutes 10 seconds, a radius of 420.00 feet and a chord that bears South 23 degrees 18 minutes 37 seconds East, a distance of 100.57 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the west corner of aforesaid Mustang Crossing Sections One and Two;

Thence, with the southwesterly Right-of-Way line of said Mustang Crossing Boulevard, the following three (3) courses:

23. 112.17 feet (call 111.92 feet) along the arc of a curve to the left, said curve having a central angle of 13 degrees 17 minutes 51 seconds, a radius of 483.32 feet and a chord that bears South 21 degrees 45 minutes 32 seconds East, a distance of 111.92 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
24. South 28 degrees 35 minutes 44 seconds East, a distance of 1,380.01 feet to a 5/8-inch iron rod with cap found;
25. South 17 degrees 45 minutes 57 seconds West, at a distance of 14.49 feet passing a 5/8-inch iron rod with cap found, and continuing for a total a distance of 15.50 feet (call 14.60 feet) to the northeasterly Right-of-Way line of aforesaid FM 1462;
26. Thence, with the northeasterly Right-of-Way line of said FM 1462, 1,325.34 feet along the arc of a curve to the right, said curve having a central angle of 41 degrees 22 minutes 49 seconds, a radius of 1,835.08 feet and a chord that bears South 84 degrees 39 minutes 58 seconds West, a distance of 1,296.72 feet to a disturbed concrete monument;
27. Thence, continuing with the northeasterly Right-of-Way line of said FM 1462, North 74 degrees 40 minutes 50 seconds West, a distance of 700.73 feet (call North 74 degrees 40 minutes 15 seconds West, a distance of 701.02 feet) to **Point of Beginning** and containing 55.14 acres of land in Tract 1.

Tract 2-14.35 Acres

Beginning at a 5/8-inch iron rod with cap found at the south corner of Lot 1, Block 1 of aforesaid Mustang Crossing Sections One and Two and being on the northeasterly Right-of-Way line of aforesaid Mustang Crossing Boulevard (width varies);

1. Thence, with the southeasterly line of said Block 1, North 59 degrees 45 minutes 08 seconds East, a distance of 666.29 feet (call North 59 degrees 45 minutes 48 seconds East, a distance of 666.03 feet) to a 5/8-inch iron rod with cap found;

2. Thence, with the northeasterly line of said Block 1, North 30 degrees 14 minutes 12 seconds West, a distance of 290.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the north corner of Lot 10 Block 1 on the southeasterly line of Block 2 of aforesaid Mustang Crossing Sections One and Two;
3. Thence, with the southeasterly line of said Block 2, North 59 degrees 44 minutes 52 seconds East, a distance of 777.92 feet (call North 59 degrees 45 minutes 48 seconds East, a distance of 777.15 feet) to a 5/8-inch iron rod with cap found at the east corner of Lot 25 of said Block 2;
4. Thence, with the easterly line of said Block 2, North 03 degrees 42 minutes 50 seconds East, a distance of 252.93 feet (call North 03 degrees 27 minutes 42 seconds East, a distance of 253.08 feet) to a 5/8-inch iron rod with cap found at the northeast corner of Lot 27 of said Block 2, and being on the southwesterly line of aforesaid Reserve "A";
5. Thence, with a southerly line of said Reserve "A" and the southerly line of Reserve "G" of aforesaid Mustang Crossing Sections One and Two, South 86 degrees 53 minutes 59 seconds East, a distance of 67.79 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the southeast corner of said Reserve "G", the east line of aforesaid 129.23 acre tract, and being on the westerly Right-of-Way line of Johnson Street (width unknown);
6. Thence, with the westerly Right-of-Way line of said Johnson Street, South 03 degrees 37 minutes 42 seconds West, a distance of 990.99 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the intersection of the westerly Right-of-Way line of said Johnson Street and the northwesterly Right-of-Way line of aforesaid FM 1462;
7. Thence, with the northwesterly Right-of-Way line of said FM 1462, South 59 degrees 42 minutes 42 seconds West, a distance of 930.65 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the east corner of a call 1.01 acre tract of land conveyed to Moody National Bank in Clerk's File No. 2006048046 of the O.P.R.B.C.;
8. Thence, with the northeasterly line of said call 1.01 acre tract, North 30 degrees 15 minutes 24 seconds West, a distance of 300.78 feet (call 300.17 feet) to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;
9. Thence, with the northwesterly line of said call 1.01 acre tract, South 59 degrees 42 minutes 42 seconds West, a distance of 148.05 feet (call 148.08 feet) to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set on the northeasterly Right-of-Way line of aforesaid Mustang Crossing Boulevard;

10. Thence, with the northeasterly Right-of-Way line of said Mustang Crossing Boulevard, 29.86 feet along the arc of a curve to the left, said curve having a central angle of 04 degrees 04 minutes 27 seconds, a radius of 420.00 feet and a chord that bears North 40 degrees 34 minutes 13 seconds West, a distance of 29.86 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set;

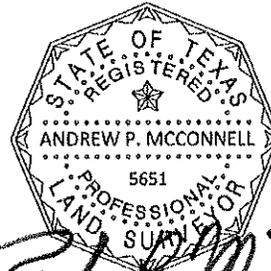
11. Thence, continuing with the northeasterly Right-of-Way line of said Mustang Crossing Boulevard, 31.33 feet (call 31.32 feet) along the arc of a curve to the right, said curve having a central angle of 04 degrees 16 minutes 28 seconds, a radius of 420.00 feet and a chord that bears North 40 degrees 45 minutes 27 seconds West, a distance of 31.33 feet to the **Point of Beginning** and containing 14.35 acres of land in Tract 2.

Tract 1- 55.14 Acres

Tract 2- 14.35 Acres

B1, L8- 0.237 acres

Total- 69.728 Acres



Andrew P. McConnell
8-3-17

County: Brazoria
Project: Alvin – Stanton Tract
C.I. No.: 1064-19 (Boundary Map Prepared)
Job Number: 2018-153-008

METES AND BOUNDS DESCRIPTION
55.90 ACRES

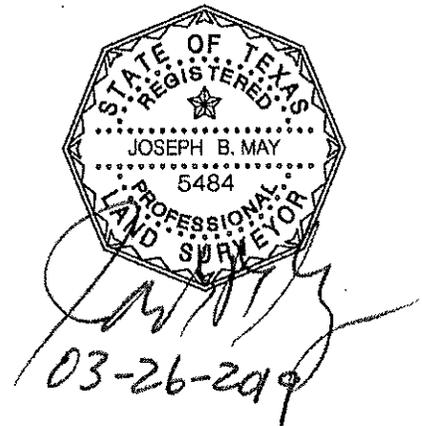
Being a 55.90 acre tract of land located in the Hooper and Wade Survey, Section 21, Abstract No. 421 in Brazoria County, Texas; said 55.90 acre tract being a part of a called 40 acre tract of land (First Tract), all of a called 12.5 acre tract of land (Second Tract), all of a called approximate 1-3/4 acre tract of land (Third Tract), and a part of a called 5.5 acre tract of land (Fourth Tract), all of which are recorded in the name of Stanton Realty Corporation in Volume 1018, Page 367 of the Deed Records of Brazoria County (D.R.B.C.); said 55.90 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, North American Datum 1983 (NAD 83), South Central Zone):

Beginning at a 1/2-inch iron rod found at the southeast corner of said First Tract and the southwest corner of a called 1.6473 acre tract of land recorded in the name of G & A Alexander Properties, L.L.C. in Clerk's File (C.F.) No. 2016027381 of the Official Public Records of Brazoria County (O.P.R.B.C.), and being on the northerly line of a called 11.354 acre tract of land recorded in the name of Highway 35 DJM, L.L.C. in C.F. No. 2014007533 of the O.P.R.B.C.;

1. Thence, with said southerly line of First Tract and said northerly line of the 11.354 acre tract, the northerly line of a called 0.5148 acre tract recorded in the name of Victor Martinez, et al, in C.F. No. 2011017267 of the O.P.R.B.C., the northerly line of a called 0.7813 acre tract of land recorded in the name of James E. McKaughan and wife, Virginia Elfriede Brunbauer McKaughan in C.F. No. 2007069423 of the O.P.R.B.C., and the northerly line of a called 1.77 acre tract of land recorded in the name of Donna and Jeff B. Hartley in C.F. No. 98040083 of the O.P.R.B.C., South 86 degrees 34 minutes 22 seconds West, a distance of 1,486.18 feet to a 5/8-inch iron rod found at the northwest corner of said 1.77 acre tract and the northeast corner of a called 1.31 acre tract of land recorded in the name of Hermania Gonzales in C.F. No. 2016060184 of the O.P.R.B.C.;
2. Thence, continuing with said southerly line of First Tract, the southerly line of aforesaid Second Tract, the northerly line of said 1.31 acre tract, the northerly line of a called 2.69 acre tract recorded in the name of Houston TKCCP Holdings, L.L.C. in C.F. No. 2007000767 of the O.P.R.B.C., and the northerly line of a called 8.654 acre tract of land recorded in the name of Mauro S. Gutierrez and wife, Isabell Gutierrez in Volume 1361, Page 718 of the D.R.B.C., South 86 degrees 26 minutes 27 seconds West, a distance of 583.45 feet to a 1-inch pinched top iron pipe found at the southwest corner of said Second Tract and the southeast corner of a called 6 acre tract of land recorded in the name of Mauro S. Gutierrez and wife, Isabel Gutierrez in Volume 993, Page 534 of the D.R.B.C.;

3. Thence, with the westerly line of said Second Tract and the easterly line of said 6 acre tract, North 03 degrees 11 minutes 55 seconds West, a distance of 217.80 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at the northeast corner of said 6 acre tract and the southeast corner of aforesaid Third Tract;
4. Thence, with the northerly line of said 6 acre tract, the southerly line of said Third Tract, the southerly line of aforesaid Fourth Tract, and the southerly line of Lot 5 of Weidenbach Subdivision as recorded in Volume 5, Page 97 of the Plat Records of Brazoria County (P.R.B.C.), South 86 degrees 48 minutes 14 seconds West, a distance of 721.34 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set at an exterior corner of said 6 acre tract, an exterior corner of said Fourth Tract, and the most easterly corner of a called 1 acre tract of land recorded in the name of Jose Guadalupe Valencia in C.F. No. 2016055058 of the O.P.R.B.C.;
5. Thence, with the southwesterly line of said Fourth Tract, the southwesterly line of said Lot 5, and the northeasterly line of said 1 acre tract, North 61 degrees 01 minutes 52 seconds West, a distance of 396.18 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set on the southeasterly right-of-way line of FM 528 (Friendswood Road, width varies) as recorded in Volume 552, Page 5 of the D.R.B.C., from which a found 5/8-inch iron rod bears North 61 degrees 01 minutes 52 seconds West, a distance of 9.42 feet;
6. Thence, with said southeasterly right-of-way line of FM 528, North 29 degrees 10 minutes 31 seconds East, a distance of 143.69 feet to a 3/4-inch iron pipe found on the northerly line of said Fourth Tract and being the southwesterly corner of a called 2.96 acre tract of land recorded in the name of Ceasar Garcia and Isidra Delacruz Garcia in C.F. No. 2008022502 of the O.P.R.B.C.;
7. Thence, with said northerly line of Fourth Tract and the southerly line of said 2.96 acre tract, South 86 degrees 12 minutes 31 seconds East, a distance of 803.55 feet to a 1/2-inch iron rod with cap found at the southeast corner of said 2.96 acre tract, and being on the southeasterly line of said Lot 5 and the northwesterly line of aforesaid Third Tract;
8. Thence, with said northwesterly line of Third Tract, the northwesterly line of aforesaid Second Tract, the southeasterly line of aforesaid Weidenbach Subdivision, the southeasterly line of said 2.96 acre tract, the southeasterly line of a called 4.33 acre tract of land recorded in the name of Patsy Frase in C.F. No. 93-021132 of the O.P.R.B.C., and the southeasterly line of a tract of land recorded in the name of Giulio Catallo in C.F. No. 1985038680 of the O.P.R.B.C., North 29 degrees 09 minutes 27 seconds East, at a distance of 237.55 feet pass a 1/2-inch iron pipe found at the northeast corner of said 2.96 acre tract and the southeast corner of said 4.33 acre tract, at a distance of 760.56 feet pass a found 1/2-inch iron pipe and continuing a total distance of 804.64 feet to a P/K Nail set at the most northerly northwest corner of said Second Tract and being in the right-of-way of Wheeler Road (width varies);

9. Thence, with the northerly line of said Second Tract, the northerly line of aforesaid First Tract, and with said Wheeler Road, North 86 degrees 34 minutes 22 seconds East, a distance of 1,408.53 feet to a P/K Nail set on the southwesterly right-of-way line of SH 35 Bypass (300-foot wide) recorded in Volume 781, Page 518 of the D.R.B.C.;
10. Thence, with said southwesterly right-of-way line of SH 35 Bypass, South 35 degrees 29 minutes 21 seconds East, a distance of 768.89 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" set on the easterly line of aforesaid First Tract and being the most northerly corner of aforesaid 1.6473 acre tract, from which a found 1-inch iron pipe bears South 62 degrees 45 minutes 49 seconds East, a distance of 4.22 feet;
11. Thence, with said easterly line of First Tract and the westerly line of said 1.6473 acre tract, South 03 degrees 25 minutes 38 seconds East, a distance of 478.08 feet to the **Point of Beginning** and containing 55.90 acres of land.



County: Brazoria
Project: Mustang Crossing- Brazoria County M.U.D. 73 Annexation 1, Tract 3
C.I. No.: 1079-19
Job Number: 2017-250-114

METES AND BOUNDS FOR 18.65 ACRES

Being an 18.65 acre tract of land located in the subdivision of the Hooper and Wade Survey, Section 18, Abstract 488, in Brazoria County, Texas; said 18.65 acre tract being all of Reserve "A", Reserve "B", Reserve "F", and Reserve "G", of Mustang Crossing Sections One and Two, a subdivision recorded in Clerk's File No. 2006012906 of the Official Public Records of Brazoria County (O.P.R.B.C.); and being all of Reserve "B" of Mustang Crossing Section Four, a subdivision recorded in Clerk's File No. 2013011182 of the O.P.R.B.C.; said 18.65 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the northwest line of a call 55.14 acre tract (Tract 1) conveyed to MI Home of Houston, L.L.C. and recorded in Clerk's File No. 2017064035 of the O.P.R.B.C. and the Texas Coordinate System, South Central Zone, NAD 1983):

Tract 3- 18.65 acres

Beginning at a 5/8-inch iron rod found at the west corner of said Reserve "A", the north corner of said call 55.14 acre tract, and being on the southeasterly line of the remainder of a call 28.5 acre tract of land recorded in Volume 597, Pg. 541 of the Deed Records of Brazoria County (D.R.B.C.) from which a 5/8-inch iron rod bears North 15 degrees 37 minutes West 0.60 Feet;

1. Thence, with the northwest line of said Reserve "A" common with the southeast line of said call remainder of a call 28.5 acre tract, North 59 degrees 38 minutes 57 seconds East, a distance of 630.50 feet (call North 59 degrees 36 minutes 56 Seconds East 630.00 feet) to a 2-inch iron pipe found at the north corner of said Reserve "A", the east corner of said remainder of a call 28.5 acre tract, the south corner of a call 4.773 acre tract of land conveyed to Joseph Scott in Clerk's File No. 2015044332 of the O.P.R.B.C., and the east corner of a tract of land conveyed to La Tahoe Unlimited, L.P. and recorded in Clerk's File No. 201608896 of the O.P.R.B.C.;
2. Thence, with the northeasterly line of said Reserve "A" common with the tract conveyed to La Tahoe Unlimited, L.P., South 30 degrees 21 minutes 24 seconds East, a distance of 831.99 feet (call 832.05 feet) to a 1/2-inch iron rod found at an exterior corner of said Reserve "A" and the most northerly northeast corner of a call 2.88 acre tract of land conveyed to Kontiki Energy Resources in Clerk's File No. 20140452063 of the O.P.R.B.C.;

3. Thence, with a southerly line of said Reserve "A" common with the north line of said call 2.88 acre tract, North 86 degrees 44 minutes 14 seconds West, a distance of 235.92 feet (call 236.00 feet) to an exterior corner of aforesaid Reserve "B" of Mustang Crossing Section One and Two from which a 1/2-inch iron rod with cap found bears South 03 degrees 38 minutes West, a distance of 0.55 feet;

Thence, with the east and north line of said Reserve "B" of Mustang Crossing Sections One and Two common with the west and south lines of said call 2.88 acre tract, the following two (2) courses:

4. South 03 degrees 37 minutes 42 seconds West, a distance of 390.87 feet (call 391.04 feet) to a 1/2-inch iron rod with cap found;
5. South 86 degrees 52 minutes 52 seconds East, at a distance of 304.15 passing a 1/2-inch iron rod found at the northwest corner of aforesaid Reserve "G" and continuing for a total distance of 341.59 feet to an exterior corner of said Reserve "G", the southeast corner of aforesaid call 2.88 acre tract and being on the west Right-of-Way line of Johnson Street (width undetermined);
6. Thence, with the southeast line of aforesaid Reserve "G", South 03 degrees 37 minutes 42 seconds West, a distance of 401.67 feet (call 401.26 feet) to the southeast corner of said Reserve "G" and the east corner of a call 14.35 acre tract of land (Tract Two) conveyed to MI Homes of Houston, L.L.C. in Clerk's File No. 2017064035 of the O.P.R.B.C.;
7. Thence, with the southwest line of said Reserve "G" and aforesaid Reserve "A" common with the northeast line of said 14.35 acre tract, North 86 degrees 53 minutes 59 seconds West, a distance of 67.93 feet to a 5/8-inch iron rod with cap found at the north corner of said call 14.35 acre tract and east corner of Block 2, Section One of aforesaid Mustang Crossing Sections One and Two;
8. Thence, with the south line of said Reserve "A" common with the north line of said Block 2, Section One, North 86 degrees 53 minutes 59 seconds West, a distance of 126.23 feet (call 126.37 feet);
9. Thence, with the south line of said Reserve "A", the north line of said Block Two, Section One, and the southeast line of aforesaid Reserve "F" of Mustang Crossing Sections One and Two, South 59 degrees 45 minutes 48 seconds West, a distance of 259.67 feet;
10. Thence, with the north line of said Block Two Section One common with the southeast line of said Reserve "F", North 30 degrees 14 minutes 12 seconds West, a distance of 0.40 feet;

11. Thence, with said common line, South 59 degrees 45 minutes 48 seconds West, a distance of 65.00 feet to the south corner of said Reserve "F", the west corner of said Block 2, Section One, and being on the northeasterly Right-of-Way line of Saddlecreek (50 feet wide) recorded in Clerk's File No. 2006012906 of the O.P.R.B.C.;
12. Thence, with the southwest line of said Reserve "F" common with the northeast Right-of-Way line of said Saddlecreek, 30.17 feet along the arc of a curve to the left, said curve having a central angle of 09 degrees 05 minutes 50 seconds, a radius of 190.00 feet and a chord that bears North 34 degrees 30 minutes 00 seconds West, a distance of 30.14 feet to the west corner of said Reserve "F" and south corner of Lot 1, Block 2 of Section Two of aforesaid Mustang Crossing Sections One and Two;
13. Thence, with the northwest line of said Reserve "F" common with the southeast line of said Lot 1, Block 2, North 59 degrees 43 minutes 27 seconds East, a distance of 115.80 feet (call 115.88 feet) to the north corner of said Reserve "F", the east corner of said Lot 1, Block 2 and being on the west line of aforesaid Reserve "A";
14. Thence, with the west line of said Reserve "A" common with the east line of said Block 2, 104.48 feet along the arc of a curve to the left, said curve having a central angle of 19 degrees 37 minutes 38 seconds, a radius of 305.00 feet and a chord that bears North 45 degrees 37 minutes 07 seconds West, a distance of 103.97 feet;
15. Thence, continuing with said common line, North 55 degrees 25 minutes 56 seconds West, a distance of 117.94 feet;
16. Thence, continuing with said common line and the east line of Block 2 of aforesaid Mustang Crossing Section Four, 162.72 feet along the arc of a curve to the right, said curve having a central angle of 31 degrees 04 minutes 40 seconds, a radius of 300.00 feet and a chord that bears North 39 degrees 53 minutes 36 seconds West, a distance of 160.74 feet to the southeast corner of aforesaid Reserve "B" of Mustang Crossing Section Four and northeast corner of Lot 2, Block Three of said Mustang Crossing Section Four;
17. Thence, with the south line of said Reserve "B" of Mustang Crossing Section Four common with the north line of said Lot 2, Block 3, South 59 degrees 45 minutes 53 seconds West, a distance of 115.52 feet (call 115.44 feet) to the southwest corner of said Reserve "B" of Mustang Crossing Section Four, the northwest corner of said Lot 2, Block 3, and being on the east Right-of-Way line of aforesaid Saddlecreek (50 feet wide) recorded in Clerk's File No. 2013011182 of the O.P.R.B.C.;

18. Thence, with the west line of said Reserve "B" of Mustang Crossing Section Four, common with the east Right-of-Way line of said Saddlecreek, 30.16 feet along the arc of a curve to the right, said curve having a central angle of 04 degrees 09 minutes 50 seconds, a radius of 415.00 feet and a chord that bears North 23 degrees 50 minutes 10 seconds West, a distance of 30.15 feet to the northwest corner of said Reserve "B" of Mustang Crossing Section Four and southwest corner of Lot 3, Block 3 of Mustang Crossing Section Four;
19. Thence, with the north line of said Reserve "B" of Mustang Crossing Section Four common with the south line of said Lot 3, Block 3, North 59 degrees 45 minutes 03 seconds East, a distance of 116.79 feet (call 116.74 feet) to the northeast corner of said Reserve "B" of Mustang Crossing Section Four, the southeast corner of said Lot 3 Block 3, and being on the west line of aforesaid Reserve "A";

Thence, with the west line of said Reserve "A", the east line of said Mustang Crossing Section Four, and the east line of aforesaid 55.14 acre tract, the following six (6) courses:

20. 129.73 feet along the arc of a curve to the right, said curve having a central angle of 24 degrees 46 minutes 39 seconds, a radius of 300.00 feet and a chord that bears North 06 degrees 10 minutes 01 seconds West, a distance of 128.73 feet;
21. North 06 degrees 13 minutes 18 seconds East, a distance of 245.53 feet;
22. 361.43 feet along the arc of a curve to the left, said curve having a central angle of 36 degrees 27 minutes 29 seconds, a radius of 568.00 feet and a chord that bears North 12 degrees 00 minutes 27 seconds West, a distance of 355.36 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" found;
23. North 30 degrees 14 minutes 12 seconds West, a distance of 51.03 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" found;
24. South 59 degrees 45 minutes 48 seconds West, a distance of 115.00 feet to a 5/8-inch iron rod with cap stamped "COSTELLO INC" found;
25. North 30 degrees 14 minutes 12 seconds West, a distance of 310.66 feet (call 311.16 feet) to the **Point of Beginning** and containing 18.65 acres of land in Tract 3.



4-10-19. *[Handwritten signature]*

County: Brazoria
Project: Mustang Crossing- 9.99 acre Planka Tract: Boundary
C.I. No.: 1308-19
Job Number: 2018-259-121

METES AND BOUNDS FOR 9.99 ACRES

Being a 9.99 acre tract of land located in the subdivision of the Hooper and Wade Survey, Section 18, Abstract 488 recorded in Volume 6, Page 152 and Volume 32, Page 2, both of the Brazoria County Deed Records (B.C.D.R.) in Brazoria County, Texas; said 9.99 acre tract being all of Lot 25 of said subdivision, same being all of a call 9.99 acre tract of land conveyed to Frank C. Planka and wife Marjorie A. Planka in Clerk's File No. 02-020054 of the Official Public Records of Brazoria County (O.P.R.B.C.); said 9.99 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System, South Central Zone, NAD 1983):

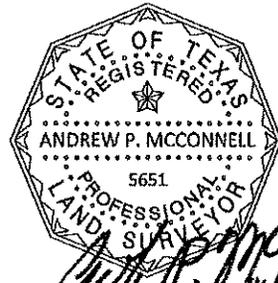
Beginning at a 1/2-inch iron rod found at the south corner of said call 9.99 acre tract and east corner of a call 12.198 acre tract of land conveyed to Alvin Evangelical Lutheran Church, recorded in Clerk's File No. 1994-042297 of the O.P.R.B.C., and being on the northwest line of Mustang Crossing Section 5B, a subdivision recorded in Clerk's File No. 2019039262 of the O.P.R.B.C.;

1. Thence, with the southwesterly line of said call 9.99 acre tract common with the northeasterly line of said call 12.198 acre tract, North 30 degrees 14 minutes 45 seconds West, a distance of 660.02 feet (call North 27 degrees 00 minutes West, 660.00 feet) to a 5/8-inch iron rod with cap stamped "WEISSER" found at the west corner of said call 9.99 acre tract and south corner of a call 7.89 acre tract of land conveyed to Abdel Blancart Martinez and Yaillet Arafet Calderin and recorded in Clerk's File No. 2014034343 of the O.P.R.B.C., from which a 1-inch iron pipe bears North 53 degrees 28 minutes East, a distance of 5.62 feet;
2. Thence, with the northwest line of said call 9.99 acre tract common with the southeasterly line of said call 7.89 acre tract, North 59 degrees 49 minutes 45 seconds East, a distance of 659.78 feet (call North 62 degrees 59 minutes 07 seconds East, 659.33 feet) to a 1/2-inch iron rod found at the north corner of said call 9.99 acre tract, the east corner of said call 7.89 acre tract, the south corner of a call 12.32 acre tract of land conveyed to Jorge Cosculluela Rodriguez in Clerk's File No. 2014043616 of the O.P.R.B.C., and an exterior corner of a call 69.728 acre tract of land conveyed to M/I Homes of Houston, L.L.C. in Clerk's File No. 2017064035 of the O.P.R.B.C.;

Exhibit A Page 2 of 2 Pages

3. Thence, with the northeasterly line of said call 9.99 acre tract common with a southwesterly line of said call 69.728 acre tract, South 30 degrees 10 minutes 55 seconds East, a distance of 659.62 feet (call South 27 degrees 00 minutes East, 660.00 feet) to a 1/2-inch iron rod found at an interior corner of said call 69.728 acre tract and the east corner of said call 9.99 acre tract;

4. Thence, with a southeasterly line of said call 9.99 acre tract common with a northwesterly line of said call 69.728 acre tract and the northwest line of aforesaid Mustang Crossing Section 5B, South 59 degrees 47 minutes 40 seconds West, a distance of 659.04 feet (call South 62 degrees 59 minutes 07 seconds West, 659.33 feet) to the **Point of Beginning** and containing 9.99 acres of land.



Andrew P. McConnell
9-9-19



AGENDA COMMENTARY

Meeting Date: 2/20/2020

Department: Legal

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider Resolution 20-R-06, confirming and ratifying the Second Amendment to the Utility Services Contract between the City of Alvin Texas, and Brazoria County Municipal Utility District No. 73 (the “District”); and authorize the Mayor to sign the amended Contract upon legal review.

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

Summary: The City and Rooted Development Group, LLC (“RDG”), on behalf of itself and the Brazoria County Municipal District No. 73 (the “District”), entered into a Utility Services Contract dated September 21, 2017 (the “Original Agreement”), providing for water and sanitary sewer service for approximately 69.728 acres of land situated within the boundaries of the City and the District (the “Original Tract”).

On August 16, 2018, RDG assigned all of its rights, benefits and obligations in and to the Original Agreement to the District, all as contemplated by and in accordance with Section 5.8 of the Original Agreement.

On June 6, 2019, in Ordinance 19-O, the City approved the addition of approximately 18.65 acres of land into the District (the “MC Detention Pond No. 1”), thereby conferring ownership and maintenance of the detention pond currently located thereon.

On June 6, 2019, in Ordinance 19-P, the City approved the addition of approximately 55.90 acres of land into the District (the “Stanton Tract”).

On February 20, 2020, in Ordinance 20-F, the City approved the addition of approximately 9.99 acres of land into the District (the “Planka Tract”).

The District is requesting a Second Amendment to the Utility Services Contract to amend certain provisions of the Original Agreement in connection with the proposed addition of the 9.99 acres to the District.

Staff recommends approval of Resolution 20-R-06.

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:** 2/10/2020 SLH

Supporting documents attached:

- Resolution 20-R-06
- Second Amendment to Utility Services Agreement

Recommendation: Move to approve Resolution 20-R-06, confirming and ratifying the Second Amendment to the Utility Services Contract between the City of Alvin Texas, and Brazoria County Municipal Utility District No. 73 (the “District”), and authorize the Mayor to sign the amended Contract upon legal review.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

RESOLUTION 20-R-06

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, CONFIRMING AND RATIFYING THE SECOND AMENDMENT TO THE UTILITY SERVICES CONTRACT WITH BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NUMBER 73; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

WHEREAS, the City and Rooted Development Group, LLC (“RDG”), on behalf of itself and Brazoria County Municipal Utility District No. 73 (the “District”), entered into that certain Utility Services Contract dated effective as of September 21, 2017 (the “Original Agreement”), relative to, among other things, the provision of water and sanitary sewer service for approximately 69.728 acres of land situated within the boundaries of the City and the District (the “Original Tract”); and

WHEREAS, by that certain Assignment of Utility Services Contract dated August 16, 2018, RDG assigned all of its rights, benefits and obligations in and to the Original Agreement to the District, all as contemplated by and in accordance with Section 5.8 of the Original Agreement; and

WHEREAS, on June 6, 2019, in Ordinance 19-O, the City approved the addition of approximately 18.65 acres of land into the District (the “MC Detention Pond No. 1”), thereby conferring ownership and maintenance of the detention pond currently located thereon; and

WHEREAS, on June 6, 2019, in Ordinance 19-P, the City approved the addition of approximately 55.90 acres of land into the District (the “Stanton Tract”); and

WHEREAS, on February 20, 2020, in Ordinance 20-F, the City approved the addition of approximately 9.99 acres of land into the District (“Planka Tract”); and

WHEREAS, the District is requesting an amendment to the Utility Services Contract to amend certain provisions of the Original Agreement in connection with the proposed addition of the approximately 9.99 acres to the District;

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

Section 1. Findings

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

purposes.

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

Section 2. Approval of Second Amendment to Utility Services Contract. City Council does hereby approve the Second Amendment to Utility Services Contract between the City and the Brazoria County Municipal Utility District Number 73.

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

Section 4. Effective Date. The resolution shall take effect upon the passage of this Resolution.

PASSED AND APPROVED on this the 20th day of February 2020.

CITY OF ALVIN, TEXAS

ATTEST

By _____
Paul A. Horn, Mayor

By _____
Dixie Roberts, City Secretary

**SECOND AMENDMENT
TO
UTILITY SERVICES CONTRACT**

This SECOND AMENDMENT TO UTILITY SERVICES CONTRACT (this “Second Amendment”) is made and entered into this 20th day of February, 2020, but to be effective as of the date provided in Section 4 hereof, by and between THE CITY OF ALVIN, TEXAS, a body political and municipal corporation located in Brazoria County, Texas (the “City”), and BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 73, a body politic and corporate and a political subdivision of the State of Texas located wholly within the corporate limits of the City (the “District”).

RECITALS

WHEREAS, the City and Rooted Development Group, LLC (“RDG”), on behalf of itself and the District, entered into that certain Utility Services Contract dated effective as of September 21, 2017 (the “Original Agreement”);

WHEREAS, by that certain Assignment of Utility Services Contract dated August 16, 2018, RDG assigned all of its rights, benefits and obligations in and to the Original Agreement to the District, all as contemplated by and in accordance with Section 5.8 of the Original Agreement;

WHEREAS, the City and the District entered into that certain First Amendment to Utility Services Contract dated June 20, 2019 (the “First Amendment”), whereby the Parties amended the definition of certain defined terms within the Original Agreement to address the annexation of additional land into the District (the Original Agreement and the First Amendment are collectively referred to herein as the “Agreement”);

WHEREAS, the District and M/I Homes of Houston, LLC have petitioned the City for its consent to the annexation of 9.99 acres of land (the “Planka Tract”) into the District; and

WHEREAS, the City and the District desire to further amend certain provisions of the Agreement, in connection with the proposed addition of the Planka Tract to the District;

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants, obligations and benefits herein contained, the City and the District agree as follows:

AGREEMENT

Section 1: The term “Property” in the recitals of the Agreement is amended to include the Planka Tract. **Exhibit A** to the Agreement is amended and restated in its entirety with the **Exhibit A** attached hereto.

Section 2: This Second Amendment shall become effective on the date the District adopts an Order adding the Planka Tract to the District. The District shall provide the City with a recorded copy of said Order within ten (10) days of its adoption of same.

Section 3: All terms and provisions of the Agreement, except as amended hereby, shall remain in full force and effect and shall apply to this Second Amendment. In the event of a conflict between the Agreement and this Second Amendment, this Second Amendment shall prevail.

Section 4: Except as otherwise provided, all capitalized terms shall have the meanings specified in the Agreement.

Section 5: Pursuant to the requirements of Section 5.11 of the Agreement, RDG joins in this Second Amendment to evidence its consent hereto and the matters contained herein.

Section 6: The Agreement, together with this Second Amendment, constitutes the entire agreement between the parties hereto relating to the subject matter hereof and all prior agreements, proposals, negotiations, understandings and correspondence between the parties, whether written or oral, are hereby superseded and merged herewith.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment in multiple copies, each of which shall be an original.

CITY OF ALVIN, TEXAS

By: _____
Paul Horn, Mayor

ATTEST:

Dixie Roberts, City Secretary

BRAZORIA COUNTY MUNICIPAL UTILITY
DISTRICT NO. 73

By: _____
Lewis Locke
President, Board of Directors

ATTEST:

Mouricia Carbone
Secretary, Board of Directors

ROOTED DEVELOPMENT GROUP, LLC,
a Texas limited liability company

By: _____
Christopher M. Gilbert
President



AGENDA COMMENTARY

Meeting Date: 2/20/2020

Department: Legal

Contact: Suzanne L. Hanneman, City Attorney

Agenda Item: Consider a Legal Services Agreement with Attorney Julie Gannaway and the law firm of Ross Gannaway, PLLC, to serve the City of Alvin as legal counsel to provide legal advice regarding civil service issues, and authorize the City Manager to sign the Agreement, subject to legal review.

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

Summary: As the Alvin Police Officers Association obtained sufficient signatures for placement of the Civil Service proposition on the May 2020 ballot, the Legal Department has contacted Julie Gannaway, an attorney with Ross Gannaway, PLLC, to provide legal consultation to the City regarding Civil Service issues. Ms. Gannaway is an expert in this area and has advised cities across the state regarding civil service issues.

Staff recommends approval the 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:** 2/11/2020 SLH

Supporting documents attached:

- Engagement letter of Ross Gannaway, PLLC

Recommendation: Move to approve this Legal Services Agreement with Attorney Julie Gannaway and the law firm of Ross Gannaway, PLLC, and authorize the City Manager to sign the Agreement, subject to 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



ROSS | GANNAWAY, PLLC
Attorneys at Law

February 6, 2020

VIA Email to City Attorney: shanneman@cityhall.cityofalvin.com

Junru Roland
City Manager
City of Alvin, Texas
216 West Sealy
Alvin, TX 77511

RE: Engagement of Services

Dear Mr. Roland,

Ross | Gannaway, PLLC (the “Firm”) is pleased and honored to have the opportunity to provide general legal advice and counsel to the City of Alvin, Texas (“Client”) regarding civil service issues. This letter sets out the terms of our engagement and unless we agree otherwise in writing, it will apply to services provided to Client by the Firm.

Scope of Engagement. Client will provide us with factual information and documents as necessary to perform these services, will make decisions as necessary to facilitate the rendering of our services, will be available to assist us in our representation, and will remit payment of our invoices as set out below. We will perform our professional services on Client’s behalf to the best of our ability, but we cannot, and do not, make any guarantees regarding the outcome of any matters for which you engage us. Our expressions as to a matter’s outcome is our best professional estimate only. We are compensated for the time and efforts we devote on Client’s behalf and not for any particular result. We have no obligation to advise Client of subsequent developments in the law unless Client specifically engages us to do so.

Staffing. I will be the Firm’s supervising lawyer, and I am always available to assure your satisfaction with our professional relationship. If appropriate, other Firm lawyers and legal assistants may be used when possible to maximize legal effectiveness and time efficiency, and to minimize Client’s legal expenses.

Retainer. No retainer is required at this time.

Fees. Our representation will be on an hourly fee basis, billed in tenth-of-hour increments, with the smallest increment beginning at two-tenths of an hour. My hourly fee is \$275.00 an hour. Other attorneys bill out at greater or lesser rates depending upon their level of experience. Travel time is considered work time and is billed accordingly. The Firm reserves the right to review and adjust our billing rates on a periodic basis and will notify Client of any changes.

Other Charges. Client is responsible for all expenses incurred by the Firm on Client’s behalf. These expenses include copying charges (currently \$.20 per page for black and white and \$.25

for color), postage, faxes, certain computerized research, overnight courier service, mileage, and travel costs, if any. Depending on the size of these charges, we may request that Client pay them directly. To the extent the Firm advances those expenses on Client's behalf, Client will reimburse the Firm on a monthly basis.

Technology. During the course of this engagement, both Client and the Firm will use electronic devices and internet services, including but not necessarily limited to e-mail, to communicate and to send or make documents available. Although the use of this technology involves some risk that third parties may access confidential communications, Client agrees that the benefits of using this technology outweigh the risk of accidental disclosure. To enhance the security of Client's communications, Client may wish to assure that any computer or device Client uses in communication with the Firm is password-protected and not accessible for use by any third party. Client may also elect to encrypt certain documents.

Billing Cycle. Our billing rates are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees for services and other charges will be billed monthly and are payable within thirty (30) days of receipt. Our billing cycle normally ends on the 20th of each month. Client will not be sent a bill if no work was performed and no expenses were incurred during the billing cycle. Our bills provide a description of work performed, including the name of the attorney performing the work, the date the work was performed, the time spent, the dollar amount for each time entry, and any expenses incurred on Client's behalf. If you ever have a question about a bill, or if you would like them in a different format, please let me know your concerns, and I will make every effort to resolve them to your satisfaction.

Attorney – Client Relationship. Client has the right to terminate the Firm's services at any time. Similarly, the Firm may withdraw its representation if Client fails to timely pay its invoices, fails to disclose material facts, fails to timely communicate with the Firm, or if anything else occurs that, in the Firm's judgment, impairs its ability to continue an effective attorney-client relationship.

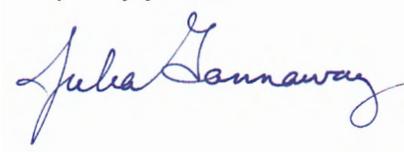
Records. Client should retain all originals and copies of documents for its own file and, if desired, for future reference. The Firm will create and maintain a file of information and documents relating to matters for which our services have been retained. During our representation, the Firm creates "work product," which consists of things such as attorney's handwritten notes, internal memos, and legal research. Work product belongs to and will remain the property of the Firm. At the conclusion of a particular matter, the Firm will retain the files in our office and/or at an off-site location for no more than five years. Once transferred to an off-site storage facility, there will be a per request charge to retrieve them. The Firm's files will be destroyed at some point after this five-year period unless Client has specifically made other arrangements in writing to preserve some or all of the files.

Texas Lawyer's Creed. On November 7, 1989, the Texas Supreme Court adopted the Texas Lawyer's Creed – a Mandate for Professionalism. A copy of the Creed is available from us upon request.



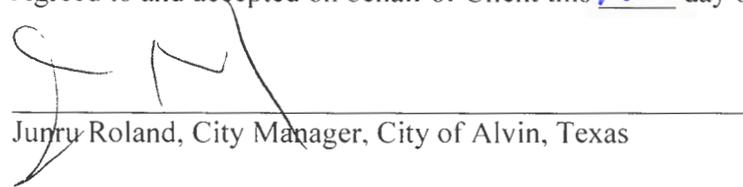
If you have questions about the terms of our representation as set forth in this letter, please let me know. If Client agrees to the terms of this letter, please sign below and return to me. Again, we are pleased to have this opportunity to be of service and to work with you.

Very truly yours,



Julia Gannaway
JG@RossGannaway.Law
Writer's Direct Dial: 817.332.8512

Agreed to and accepted on behalf of Client this 10th day of February 2020.



Junru Roland, City Manager, City of Alvin, Texas





AGENDA COMMENTARY

Meeting Date: 2/20/2020

Department: Finance

Contact: Michael Higgins, CFO

Agenda Item: Consider award of bid to Texas Pride for the City of Alvin’s Exclusive Solid Waste and Recycling Services, RFP-20-02, dated November 3, 2019, for a seven (7) year initial term, and two (2) additional three (3) year renewal options, and authorize the City Manager to begin contract negotiations.

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

Summary: The City of Alvin’s current Solid Waste and Recycling Services contract was entered into on August 18, 2005 with IESI, with a subsequent name change to Progressive Waste Solutions and eventually the latest change to Waste Connections. The contract’s initial term was a ten (10) year term from October 1, 2005, to September 30, 2015. On August 20, 2015, the City extended the contract for an additional five (5) years, with an ending date of September 30, 2020. No further extensions were allowed in the contract beyond September 30, 2020. As a result, the City was required to seek bids for the City’s refuse and collection services.

On November 3, 2019, the City of Alvin issued and advertised RFP-20-02, entitled, “Exclusive Solid Waste and Recycling Disposal Services.” Proposals were due January 14, 2020. The City received four (4) proposals from the following bidders: Waste Management, Waste Connections, Texas Pride Disposal, and Republic Services. Staff reviewed the RFP’s and interviewed each bidder. The scoring system used a combination of sources from the content of the information in the proposals including: 1) Qualifications and Experience; 2) Service Yard, Facilities and Equipment; 3) Project Methodology; 4) Customer Service and Public Education; 5) Rates and Fees; 6) Transition Plan (if needed); and 7) Interview questions.

Staff provided different service options in the RFP, such as once a week or twice a week trash pickup, 65 or 95 gallon containers, and many different types of commercial containers. Staff did not recommend any specific service to bidders, as the intent of the RFP was to obtain a variety of service options and prices to review. Also, there were 32 service options for commercial services. These include 2-yard to 8-yard containers, each with varying number of days of service options.

Below is a brief summary of the residential rates provided by the bidders:

Cart Size	Weekly Garbage Frequency	Heavyby Trash Frequency	Current Price	Texas Pride	Waste Connections	Waste Management (a)	Republic
95 Gal	Once	Once	\$13.29	\$12.55	\$14.65	\$14.51	\$18.00
95 Gal	Twice	Once		\$15.05	\$18.30	\$17.15	N/A
65 Gal	Twice	Once		\$14.65	\$20.80	N/A	N/A

(a) Waste Management submitted alternate bids with slight variations to the bulky waste sections. This chart compares the most similar type to other bidders.

The most responsive bidder based on the proposals received was Texas Pride Disposal. In addition to very attractive pricing for residential pickup, Texas Pride Disposal has committed to hiring a Route Supervisor and a Customer Service Representative dedicated to the City of Alvin to manage operational areas as well as customer service needs. Texas Pride Disposal also included an improved route schedule, with Wednesday dedicated for weekly heavy trash pickup. This allows less trucks traveling during the week creating less wear and tear on City streets. Other added benefits of Texas Pride Disposal include construction debris pickup, increased heavy trash limits, extra carts at a minimal cost, increased bulky item services, penalties for missed services, and improved communication with the City.

Texas Pride Disposal also submitted the most service price reductions for commercial containers, with 25 of the 32 offered services resulting in reduced costs. This would result in estimated annual savings of \$214,000 compared to the same data over an annual fiscal year.

Upon City Council approval to award the City's Exclusive Solid Waste and Recycling Services to Texas Pride Disposal, an award letter will be sent with contract negotiations to follow. Staff anticipates 30-60 days for the contract phase to be completed. Council will then have the opportunity to decide on which service option to choose from (i.e. once a week service, twice a week service, 65 gal or 95 gal trash containers, etc.) at a later council meeting.

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

Funding Account: 212-6501-00-3440 **Amount:** _____ **1295 Form Required?** Yes No

Legal Review Required: N/A Required **Date Completed:** 2/13/2020 SLH

Supporting documents attached:

- Reviewer Points Summary
 - Rates and Fees
-

Recommendation: Move to award the bid to Texas Pride Disposal for the City of Alvin's Exclusive Solid Waste and Recycling Services, for a seven (7) year initial term beginning October 1, 2020, through September 30, 2027, and an option to extend the agreement up to two (2) additional three (3) year terms, and authorize the City Manager to conduct contract negotiations.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

Solid Waste RFP Price Comparison

Item #	Description of Current Services	Garbage Freq per week	Cart Size	Extra	Recyc Size	Recyc Freq per week	Est # of Units	Rates per Proposal					
								Current	Texas Pride	Waste Connections	Waste Management	Republic	
Residential													
1a	Residential curbside refuse collection twice a week disposal consisting of 65 gallon poly cart and including once per week curbside collection and disposal of 18 gallon recyclable poly cart and green waste collection and disposal.	Twice	65 Gall	Plastic	18 Gall	Once	6,278		\$12.95	\$18.20	No bid	N/A	
1b	Residential curbside refuse collection and disposal consisting of 65 gallon poly cart and including once per week curbside collection and disposal of 65 gallon recyclable poly cart and green waste collection and disposal.	Twice	65 Gall	Plastic	65 Gall	Once	6,278		\$13.35	\$18.95	No bid	N/A	
1c	Residential curbside refuse collection and disposal consisting of 65 gallon poly cart and including once per week curbside collection and disposal of 95 gallon recyclable poly cart and green waste collection and disposal.	Twice	65 Gall	65 Gall	95 Gall	Once	6,278		\$13.55	\$17.45	No bid	N/A	
2a	Residential curbside refuse collection and disposal consisting of 95 gallon poly cart and including once per week curbside collection and disposal of 18 gallon recyclable container and green waste collection and disposal.	Once	95 Gall	None	18 Gall	Once	6,278		\$10.85	\$13.00	No bid	N/A	
2b	Residential curbside refuse collection and disposal consisting of 95 gallon poly cart and including once per week curbside collection and disposal of 18 gallon recyclable container and green waste collection and disposal.	Twice	95 Gall	None	18 Gall	Once	6,278		\$13.25	\$16.65	No bid	N/A	
3a	Residential curbside refuse collection and disposal consisting of plastic bags to be picked up once per week and including once per week curbside collection and disposal of 18 gallon recyclable container and green waste collection and disposal.	Once	Plastic	Plastic	18 Gall	Once	6,278		\$10.45	\$16.95	No bid	N/A	
3b	Residential curbside refuse collection and disposal consisting of plastic bags to be picked up twice per week and including once per week curbside collection and disposal of 18 gallon recyclable container and green waste collection and disposal.	Twice	Plastic	Plastic	18 Gall	Once	6,278		\$12.55	\$22.80	No bid	N/A	
4a	Residential curbside refuse collection and disposal consisting of 95 gallon poly cart and including once per week curbside collection and disposal of 95 gallon recyclable poly cart and green waste collection and disposal.	Once	95 Gallon	95 Gallon	95 Gall	Once	6,278	\$12.46	\$11.25	\$12.80	Alternate (see Alt 1-4 below)	\$18.00	
4b	Residential curbside refuse collection and disposal consisting of 95 gallon poly cart and including once per week curbside collection and disposal of 95 gallon recyclable poly cart and green waste collection and disposal.	Twice	95 Gallon	95 Gallon	95 Gall	Once	6,278		\$13.75	\$16.50	Alternate (see Alt 1-4 below)	N/A	
Alt 1	Twice a week Residential curbside refuse collection twice a week disposal consisting of 95 gallon poly cart , Once per week curbside collection and disposal of 95 gallon recyclable poly cart and Once per week green/bulky waste collection 6 yard limit and disposal.	Twice	95 Gallon	95 Gallon	95 Gall	Once p/wk	6,278				\$18.80		
Alt 2	Twice a week Residential curbside refuse collection twice a week disposal consisting of 95 gallon poly cart , Once per week curbside collection and disposal of 95 gallon recyclable poly cart and Once per month green/bulky waste collection 6 yard limit and disposal.	Twice	95 Gallon	95 Gallon	95 Gall	Once p/mo	6,278				\$17.15		
Alt 3	Once a week Residential curbside refuse collection twice a week disposal consisting of 95 gallon poly cart , Once per week curbside collection and disposal of 95 gallon recyclable poly cart and Once per week green/bulky waste collection 6 yard limit and disposal.	Once	95 Gallon	95 Gallon	95 Gall	Once p/wk	6,278				\$16.10		

Solid Waste RFP Price Comparison

Item #	Description of Current Services	Garbage Freq per week	Cart Size	Extra	Recyc Size	Recyc Freq per week	Est # of Units
Alt 4	Once a week Residential curbside refuse collection twice a week disposal consisting of 95 gallon poly cart, Once per week curbside collection and disposal of 95 gallon recyclable poly cart and Once per month green/bulky waste collection 6 yard limit and disposal.	Once	95 Gallon	95 Gallon	95 Gall	Once p/mo	Once

Rates per Proposal				
Current	Texas Pride	Waste Connections	Waste Management	Republic
			\$14.51	

Commercial Garbage Containers

6a	2 Yard container - once per week	Once	2 Yards				74
6b	2 Yard container - twice per week	Twice	2 Yards				16
6c	2 Yard container - three times per week	Three	2 Yards				1
6d	2 Yard container - four times per week	Four	2 Yards				2
6e	2 Yard container - five times per week	Five	2 Yards				51
6f	3 Yard container - twice per week	Twice	3 Yards				36
6g	3 Yard container - three times per week	Three	3 Yards				3
6h	4 Yard container - once per week	Once	4 Yards				47
6i	4 Yard container - twice per week	Twice	4 Yards				34
6j	4 Yard container - three times per week	Three	4 Yards				3
6k	4 Yard container - four times per week	Four	4 Yards				9
6l	6 Yard container - once per week	Once	6 Yards				52
6m	6 Yard container - twice per week	Twice	6 Yards				43
6n	6 Yard container - three times per week	Three	6 Yards				53
6o	6 Yard container - four times per week	Four	6 Yards				10
6p	6 Yard container - five times per week	Five	6 Yards				8
6q	6 Yard container - six times per week	Six	6 Yards				3
6r	8 Yard container - once per week	Once	8 Yards				36
6s	8 Yard container - twice per week	Twice	8 Yards				26
6t	8 Yard container - three times per week	Three	8 Yards				45
6u	8 Yard container - four times per week	Four	8 Yards				13
6v	8 Yard container - five times per week	Five	8 Yards				33
6w	8 Yard container - six times per week	Six	8 Yards				13
6x	6 Yard compactor - four times per week	Four	6 Yards				1
6y	Locking bars on containers						70
6z	City, various sizes (non-billable)				Various	Once	18
6aa	3 Yards recycle - once per week				3 Yards	Once	5
6bb	3 Yards recycling - twice per week				3 Yards	Twice	1
6cc	3 Yards recycling - three times per week				3 Yards	Three	2
6dd	8 Yard recycle container - once per week				8 Yards	Once	4
6ee	8 Yard recycle container - twice per week				8 Yards	Twice	2
6ff	8 Yard recycle container - three times per week				8 Yards	Three	1
6gg	95 gallon container - once per week	Once	95 Gallon				211
6hh	95 gallon container - twice per week	Twice	95 Gallon				31
7a	Residential heavy trash pickup (4 zones)	Weekly	6 yards				

\$63.23	\$60.00	\$73.00	\$52.03	\$72.96
\$93.89	\$88.00	\$108.00	\$96.67	\$108.30
\$112.83	\$104.00	\$130.00	\$136.10	\$130.19
\$140.76	\$130.00	\$162.00	\$183.13	\$162.41
	\$73.00	\$194.00	\$220.85	\$197.02
\$120.59	\$112.00	\$139.00	\$136.10	\$139.14
\$165.91	\$154.00	\$191.00	\$205.64	\$191.44
\$90.65	\$84.00	\$104.00	\$88.07	\$104.59
\$141.09	\$130.00	\$162.00	\$179.13	\$162.80
\$191.57	\$177.00	\$220.00	\$265.19	\$221.05
\$243.36	\$224.00	\$280.00	\$351.26	\$280.81
\$113.56	\$105.00	\$131.00	\$131.10	\$131.04
\$190.13	\$175.00	\$218.00	\$268.19	\$219.39
\$243.82	\$225.00	\$280.00	\$403.29	\$281.33
\$325.19	\$300.00	\$373.00	\$531.38	\$375.21
\$406.41	\$375.00	\$466.00	\$676.48	\$468.93
\$487.84	\$450.00	\$560.00	\$811.58	\$562.78
\$137.25	\$126.00	\$157.00	\$181.13	\$158.36
\$241.21	\$222.00	\$277.00	\$351.26	\$278.03
\$330.23	\$304.00	\$379.00	\$531.38	\$381.02
\$445.81	\$410.00	\$512.00	\$721.51	\$514.41
\$553.08	\$510.00	\$635.00	\$901.64	\$638.17
\$665.89	\$620.00	\$764.00	\$1,081.77	\$768.35
\$835.83	\$850.00	\$933.00	\$802.07	\$1,370.25
\$6.00	\$10.00	\$6.50	\$5.00	\$7.00
no charge	no charge	no charge	no charge	no charge
\$30.22	\$68.00	\$98.00	\$75.80	N/A: Open Market
\$59.33	\$107.00	\$153.00	\$145.59	N/A: Open Market
\$104.58	\$149.00	\$210.00	\$215.39	N/A: Open Market
\$209.11	\$116.00	\$174.00	\$192.79	N/A: Open Market
\$313.69	\$212.00	\$305.00	\$380.55	N/A: Open Market
\$577.35	\$294.00	\$417.00	\$570.36	N/A: Open Market
\$20.90	\$29.00	\$24.00	\$35.00	\$32.21
\$25.25	\$39.00	\$29.75	\$45.00	\$58.00
n/a	\$2.75	\$1.85	Alternate (see Alt 1-4 above)	N/A

Solid Waste RFP Price Comparison

Item #	Description of Current Services	Garbage Freq per week	Cart Size	Extra	Recyc Size	Recyc Freq per week	Est # of Units
7b	Residential heavy trash pickup (4 zones)	Monthly	6 yards				
7c	Special pickup (per yard)	As needed					
7d	Fall & Spring special pickup at ACC (excludes construction & remodeling debris)						
7e	Fall & Spring special pickup at ACC (with Hazardous Waste, excludes construction & remodeling debris)						
7f	60 roll-offs (construction dumpsters) (City will pay disposal fee)	Per year	Any Size				
7g	Roll off disposal fee (per ton)	None					
7h	Haul Fee		20 yard				
7i	Haul Fee		30 yard				
7j	Haul Fee		40 yard				
7k	Haul Fee		Compactor				
Alternate Bid							
8a	Commercial Recycling Alternate Bid	Weekly	8 Yards				6
Alt	At Your Door Unlimited, on Call HHW and electronic collection. Available to add to each of the Alternates listed above.	Unlimited, On Call					6278

Rates per Proposal				
Current	Texas Pride	Waste Connections	Waste Management	Republic
\$0.83	\$1.30	\$1.85	Alternate (see Alt 1-4 above)	Included in resid base rate
12.50/yard	\$10.00/yard	\$15.00/yard	\$7.00	Negotiated w/ customer
no cost	no cost	no cost	no cost	no cost
n/a	\$0.08	Will work w/ City on most cost efficient way	Alternate (see 3 below)	N/A
no cost	no cost	no cost	no cost	no cost
\$24.74	\$28.00	\$28.00	\$38.00	\$36.00
\$198.38	\$200.00	\$215.00	\$353.00	\$300.00
\$198.38	\$200.00	\$215.00	\$353.00	\$300.00
\$198.38	\$200.00	\$215.00	\$353.00	\$300.00
\$253.55	\$250.00	\$266.00	\$525.00	Negotiated between cust and contractor
Alternate Bid				
n/a	\$90.00	(2)		
n/a			\$0.90	N/A: Open Market

**City of Alvin
Solid Waste RFP
Reviewer Summary**

	Total Possible	Reviewer #1				Reviewer #2				Reviewer #3				Reviewer #4				Reviewer #5				Avg Score			
		WC	WM	TP	Rep	WC	WM	TP	Rep	WC	WM	TP	Rep	WC	WM	TP	Rep	WC	WM	TP	Rep	WC	WM	TP	Rep
		Total Score				Total Score				Total Score				Total Score				Total Score				Total			
Qualifications and Experience	50 points	37	46	47	42	35	37	47	42	42	49	44	40	38	48	44	31	46	49	50	47	40	46	46	40
Project Methodology	30 points	25	26	30	9	26	17	29	16	30	18	30	20	26	25	28	23	29	30	30	30	27	23	29	20
Service Yard, Facilities and Equipment	15 points	13	14	14	11	12	14	15	10	15	15	15	13	14	13	15	9	15	15	15	13	14	14	15	11
Customer Service and Public Education	25 points	17	12	25	13	22	17	25	12	13	9	21	5	25	15	25	17	25	22	25	23	20	15	24	14
Rates and Fees	80 points	75	70	80	65	75	70	80	65	75	70	80	65	75	70	80	65	75	70	80	65	75	70	80	65
Total	200 points	167	168	196	140	170	155	196	145	175	161	190	143	178	171	192	145	190	186	200	178	176	168	195	150
Transition Plan Points (if applicable)	20 points	20	15	20	5	20	17	18	6	20	20	20	20	20	20	20	15	18	18	18	18	20	18	19	13
	20 points	20	15	20	5	20	17	18	6	20	20	20	20	20	20	20	15	18	18	18	18	20	18	19	13
Interview Score:																									
Interview questions (10 points each)	50 points	32	45	42	37	42	46	48	38	35	38	45	24	39	42	48	26	38	44	44	41	37	43	45	33
Other	10 points	10	10	10	10	10	10	10	10	5	5	5	5	10	10	10	10	5	5	5	5	8	8	8	8
	60 points	42	55	52	47	52	56	58	48	40	43	50	29	49	52	58	36	43	49	49	46	45	51	53	41
Grand Total	280 Points	229	238	268	192	242	228	272	199	235	224	260	192	247	243	270	196	251	253	267	242	241	237	267	204
		Weighted Score				Weighted Score				Weighted Score				Weighted Score				Weighted Score							
Qualifications and Experience	13 points 25%	9.3	11.5	11.8	10.5	8.8	9.3	11.8	10.5	10.5	12.3	11.0	10.1	9.5	12.0	11.0	7.8	11.5	12.3	12.5	11.8	9.9	11.5	11.6	10.1
Project Methodology	5 points 15%	3.8	3.9	4.5	1.4	3.9	2.6	4.4	2.4	4.5	2.7	4.5	3.0	3.9	3.8	4.2	3.5	4.4	4.5	4.5	4.5	4.1	3.5	4.4	2.9
Service Yard, Facilities and Equipment	1 points 8%	1.0	1.1	1.1	0.8	0.9	1.1	1.1	0.8	1.1	1.1	1.1	1.0	1.1	1.0	1.1	0.7	1.1	1.1	1.1	1.0	1.0	1.1	1.1	0.8
Customer Service and Public Education	3 points 13%	2.1	1.5	3.1	1.6	2.8	2.1	3.1	1.5	1.6	1.1	2.6	0.6	3.1	1.9	3.1	2.1	3.1	2.8	3.1	2.9	2.6	1.9	3.0	1.8
Rates and Fees	32 points 40%	30.0	28.0	32.0	26.0	30.0	28.0	32.0	26.0	30.0	28.0	32.0	26.0	30.0	28.0	32.0	26.0	30.0	28.0	32.0	26.0	30.0	28.0	32.0	26.0
Total	54 points	46.1	46.0	52.4	40.3	46.3	43.0	52.4	41.2	47.8	45.2	51.3	40.7	47.6	46.6	51.5	40.0	50.1	48.6	53.3	46.1	47.6	45.9	52.1	41.7
Transition Plan Points (if applicable)	20 points 100%	20.0	15.0	20.0	5.0	20.0	17.0	18.0	6.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	15.0	18.0	18.0	18.0	18.0	19.6	18.0	19.2	12.8
	20 points	20.0	15.0	20.0	5.0	20.0	17.0	18.0	6.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	15.0	18.0	18.0	18.0	18.0	19.6	18.0	19.2	12.8
Interview Score:																									
Interview questions (10 points each)	42 points 83%	26.7	37.5	35.0	30.8	35.0	38.3	40.0	31.7	29.2	31.7	37.5	20.0	32.5	35.0	40.0	21.7	31.7	36.7	36.7	34.2	31.0	35.8	37.8	27.7
Other	2 points 17%	1.7	1.7	1.7	1.7	1.7	1.7	1.7	1.7	0.8	0.8	0.8	0.8	1.7	1.7	1.7	1.7	0.8	0.8	0.8	0.8	1.3	1.3	1.3	1.3
	44 points	28.3	39.2	36.7	32.5	36.7	40.0	41.7	33.3	30.0	32.5	38.3	20.8	34.2	36.7	41.7	23.3	32.5	37.5	37.5	35.0	32.3	37.2	39.2	29.0
Grand Total (Weighted)	118 Points	94.4	100.1	109.1	77.8	103.0	100.0	112.0	80.5	97.8	97.7	109.6	81.5	101.7	103.3	113.1	78.3	100.6	104.1	108.8	99.1	99.5	101.0	110.5	83.5

	Score	Rank
TP	110.5	#1
WM	101.0	#2
WC	99.5	#3
Rep	83.5	#4