

# 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

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## ALVIN CITY COUNCIL AGENDA

**THURSDAY, APRIL 2, 2020**

**7:00 P.M.**

VIA TELECONFERENCE

**NOTICE IS HEREBY GIVEN** in accordance with order of the Office of the Governor issued March 16, 2020, the City Council of the City of Alvin will conduct a Regular Meeting on Thursday, April 2, 2020, at 7:00 p.m. by telephone/video conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19).

This Notice and Meeting Agenda, and the Agenda Packet, are posted online at [www.alvin-tx.gov](http://www.alvin-tx.gov).

The public dial-in number to participate in the telephonic/video meeting is hosted through ZOOM: 1.346.248.7799 or 1.669.900.9128 or 1.301.715.8592 or 1.646.558.8656 or 1.253.215.8782 - Webinar ID 949 657 315 or you can access the meeting by visiting: <https://zoom.us/j/949657315?pwd=MEQxc3o0c3JZQ21wQU14N1JtYzhKZz09> – Password: 308505

A recording of the telephone/video meeting will be made and will be available to the public in accordance with the Open Meetings Act upon written request.

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## REGULAR MEETING AGENDA

### 1. CALL TO ORDER

### 2. INVOCATION

### 3. PUBLIC HEARING

- A. First of two (2) required public hearings to receive comment on the limited purpose annexation of 18.2173 acres, more or less, a commercial parcel of land within Municipal Utility District No.24 (Martha’s Vineyard) situated along State Highway 6 in Brazoria County, Texas.

### 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 March 5, 2020 City Council meeting minutes.
- B. Consider authorizing the City Manager to send a letter to the Brazoria County Mosquito Control District for the continuation of aerial spraying services for the 2020 season.
- C. Consider authorizing the Mayor to send a letter to Brazoria County Commissioner Precinct 3, Stacy Adams in support of a Solid Waste Grant for Tire Collection in Brazoria County.

**6. OTHER BUSINESS**

- A. Presentation by Belt Harris Pechacek, LLLP, of the City's Comprehensive Annual Financial Report (CAFR) as of September 30, 2019; and acknowledge receipt of the 2019 CAFR.
- B. Consider a Chapter 380 Agreement with Moore & Moore Investments, LLC, for the redevelopment of property and facilities at 120 West Crouch Street to include additional commercial buildings as outlined in the Agreement, expanding the tax base and improving the existing site; and authorize the City Manager to sign the Agreement.
- C. Consider authorizing a contract with Texas Pride Disposal for the City of Alvin's Exclusive Solid Waste and Recycling Services for a seven (7) year initial term, and two (2) additional three (3) year renewal options using once a week service and 95 gallon containers.
- D. Consider the authorization to pre-order police fleet vehicles to be funded in the FY21 Annual Budget, for the lease of six (6) new vehicles for total lease payments not to exceed \$151,568 for one year, which includes an additional one-time payment the first year for equipment, and the remaining three (3) years for \$76,568 each year.
- E. Consider the City Manager's recommendation to appoint Brandon Moody as the Director of Public Services.
- F. Consider Ordinance 20-J; extending the expiration date as outlined in Ordinance 20-I, limiting the activities within the City of Alvin to those that are essential; establishing rules regarding the mitigation of COVID-19; making findings of fact; providing a severability clause; providing a penalty; and providing an effective date.

**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.

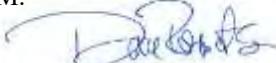
- A. Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.

**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](http://www.alvin-tx.gov), in compliance with Chapter 551, Texas Government Code, on MONDAY, MARCH 30, 2020 at 5:00 P.M.



(SEAL)

  
 \_\_\_\_\_  
 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).**



# AGENDA COMMENTARY

**Meeting Date:** 4/2/2020

**Department:** Economic Development

**Contact:** Larry Buehler, Director

**Agenda Item:** First of two (2) required public hearings to receive comment on the limited purpose annexation of 18.2173 acres, more or less, a commercial parcel of land within Municipal Utility District No.24 (Martha’s Vineyard) situated along State Highway 6 in Brazoria County, Texas.

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

**Summary:** This tract of land was annexed into Municipal Utility District (MUD) No. 24 on February 21, 2019 as part of the Martha’s Vineyard Development for the purposed of providing commercial development to the overall project. The MUD will be delivering water and sewer services to this tract. A Strategic Partnership Agreement (SPA) was entered into on June 20, 2019 between the City of Alvin and MUD No. 24. Section 2.02 of the SPA allows the commercial tract to be annexed into the city in a Limited Purpose Annexation for the collection of its sales and use taxes.

City Council adopted Resolution 20-R-11 on March 5, 2020 calling said public hearings for April 2, 2020 and April 16, 2020. This is the first of two required public hearings.

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required  **Date Completed:** 3/30/2020 SLH

**Supporting documents attached:**

- Resolution 20-R-11
- Petition for Consent to Annex Land into MUD No. 24
- Strategic Partnership Agreement
- Annexation Schedule

**Recommendation:** N/A

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

**RESOLUTION NO. 20-R-11**

**A RESOLUTION OF THE CITY OF ALVIN, TEXAS, SETTING TWO (2) PUBLIC HEARINGS FOR THE LIMITED PURPOSE ANNEXATION OF 18.2173 ACRES, MORE OR LESS, A COMMERCIAL PARCEL OF LAND WITHIN MUNICIPAL UTILITY DISTRICT NO. 24 (MARTHA'S VINEYARD), SITUATED ALONG STATE HIGHWAY 6 IN BRAZORIA COUNTY, TEXAS; PROVIDING FOR OPEN MEETINGS, AND OTHER RELATED MATTERS.**

**WHEREAS**, this approximately 18.2173 acres of land was annexed into Municipal Utility District (MUD) No. 24 on February 21, 2019, as part of the Martha's Vineyard Development for the purpose of providing commercial development to the overall project within in the jurisdictional control of the City; and

**WHEREAS**, the City of Alvin and Municipal Utility District (MUD) No. 24 entered into a Strategic Partnership Agreement ("SPA") on June 20, 2019; and

**WHEREAS**, Section 2.02 of the SPA allows the City to annex the approximately 18.2173 acres (the "commercial tract") into the City in a Limited Purpose Annexation for the collection of its sales and use taxes; and

**WHEREAS**, the City is required to hold two (2) public hearings prior to City Council's consideration of a limited purpose annexation;

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

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

**Section 2. Proceedings.** Two (2) public hearings are hereby set for April 2, 2020, and April 16, 2020. Notice of such hearings shall be posted and the hearings shall be open to the public to accept public comment on the annexation request.

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

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

**PASSED AND APPROVED** this the 5<sup>th</sup> day of March 2020.

**CITY OF ALVIN, TEXAS**

By:

  
\_\_\_\_\_  
Paul A. Horn, Mayor

**ATTEST:**

By:

  
\_\_\_\_\_  
Dixie Roberts, City Secretary

PETITION FOR CONSENT TO ANNEX LAND INTO  
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 24

THE STATE OF TEXAS           §  
                                                  §  
COUNTY OF BRAZORIA       §

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

The undersigned, BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 24 (the "District"), and MARTHA'S VINEYARD, LLC, a Texas limited liability company; JERRY A. ARGOVITZ, TRUSTEE (collectively, the "Petitioners"), acting pursuant to the provisions of Chapter 49, Texas Water Code, particularly Section 49.301 of that Code, together with all amendments and additions thereto, respectfully petition the City Council of the CITY OF ALVIN, TEXAS (the "City"), for its written consent to the annexation by the District of the 18.1173 acres of land described by metes and bounds in Exhibit A (the "Land"), which is attached hereto and incorporated herein for all purposes. In support of this petition, the undersigned would show the following:

I.

The District is a municipal utility district duly created under the laws of the State of Texas on August 27, 2004. The District was created and organized under the terms and provisions of Article XVI, Section 59, of the Constitution of Texas, and is governed by the provisions of Chapters 49 and 54, Texas Water Code.

II.

The Petitioners hold fee simple title to the Land, as indicated by the certificate of ownership provided by the Brazoria County Appraisal District.

III.

Martha's Vineyard, LLC hereby certifies that there are no holders of liens on the portion of the Land to which it holds title, other than Jerome L. Strom, Trustee of the Strom Family Trust. Jerry A. Argovitz, Trustee, hereby certifies that there are no holders of liens on the portion of the Land to which he holds title.

IV.

The Land is situated wholly within Brazoria County, Texas. No part of the Land is within the limits of any incorporated city, town or village, and no part of the Land is within the extraterritorial jurisdiction (as such term is defined in Local Government Code

Section 42.001 *et seq.*, as amended) of any city, town or village except the City. All of the Land may properly be annexed into the District.

V.

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

VI.

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

VII.

The undersigned estimate, from such information as they have at this time, that the cost of extending the District's facilities to serve the Land is \$2,000,000.

VIII.

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

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

[EXECUTION PAGES FOLLOW]

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MARTHA'S VINEYARD, LLC, a Texas limited liability company

By: R. West Development Co., Inc., a Texas corporation, its Manager

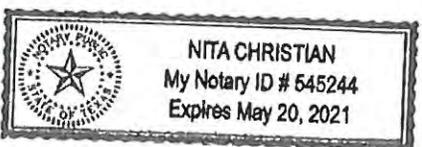
By: Renee L. McGuire, LLC

Name: RENEE L. MCGUIRE

Title: PRESIDENT

THE STATE OF TEXAS §  
COUNTY OF DAVORIA §  
§

This instrument was acknowledged before me on this 12<sup>th</sup> day of February, 2019, by RENEE L. MCGUIRE, PRESIDENT of R. West Development Co., Inc., a Texas corporation, as Manager of MARTHA'S VINEYARD, LLC, a Texas limited liability company, on behalf of said corporation and said limited liability company.



(NOTARY SEAL)

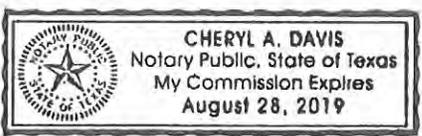
Nita Christian  
Notary Public, State of Texas

*Jerry A. Argovitz*  
JERRY A. ARGOVITZ, TRUSTEE

THE STATE OF TEXAS                   §  
                                                         §  
COUNTY OF *Harris*                   §

This instrument was acknowledged before me on this *15<sup>th</sup>* day of *February*, 2019, by JERRY A. ARGOVITZ, TRUSTEE.

(NOTARY SEAL)



*Cheryl A. Davis*  
Notary Public, State of Texas

**Attachments:**

**Exhibit A:** Description of the Land

**Exhibit B:** Conditions of the City

## EXHIBIT A

### TRACT 1

FIELD NOTE DESCRIPTION OF 4.7335 ACRES (206,190 SQUARE FEET) OF LAND BEING A PORTION OF THAT CERTAIN CALLED 47.988 ACRE TRACT RECORDED IN VOL. 1224, PG. 565 B.C.D.R. AND A PORTION OF THAT CERTAIN CALLED 103.209 ACRE TRACT RECORDED UNDER B.C.C.F. NO. 2014026599 AND ALSO BEING A PART OF LOT 1 OF THE SUBDIVISION OF THE H.T. & B. R.R. SURVEY, SECTION 21, ABSTRACT NO. 230, BRAZORIA COUNTY, TEXAS, SAID 4.7335 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARINGS BASED ON THE SOUTHWEST LINE OF SAID CALLED 103.209 ACRE TRACT, SAID SOUTHWEST LINE, BEARING N 48°03'04" W);

BEGINNING at a 3/4 inch iron pipe found in the Northeast line of said called 47.988 acre tract, said iron rod marks the Southerly corner of said called 103.209 acre tract and an interior corner of the herein described tract;

THENCE, South 47°54'35" East, along the Northeast line of said called 47.988 acre tract, a distance of 202.87 feet to a point for corner in the Northerly right-of-way line of State Highway No. 6 (200 feet wide) for the Southeasterly corner of the herein described tract;

THENCE, North 67°27'50 West, along the Northerly right-of-way line of State Highway No. 6, a distance of 398.26 feet to a point the Southwesterly corner of the herein described tract, said point also marks the Point of Curvature of a curve to the Right;

THENCE, in a Northeasterly direction, along the Easterly right-of-way line of proposed Cox Lane (width varies) the following Five (5) courses and distances:

1) Northwesterly, along said curve to the Right, having a radius of 30.00 feet, a central angle of 89°59'51", an arc length of 47.12 and a chord bearing and distance of North 22°27'55" West, 42.43 feet to a point for the Point of Tangency;

2) North 22°32'01 East, a distance of 73.92 feet to a point for a curve to the Left;

3) Northeasterly, along said curve to the Left, having a radius of 520.00 feet, a central angle of 03°43'08", an arc length of 33.75 and a chord bearing and distance of North 20°40'27" East, 33.75 feet to a point of Tangency;

4) North 18°48'53 East, at 14.55 feet pass the common line between said called 47.988 acre tract and said called 103.209 acre tract and continuing a total distance of 445.64 feet to an angle point;

5) North 22°32'01" East, a distance of 17.81 feet to a point for the Northwesterly corner of the herein described tract;

THENCE, South 67°27'59 East, a distance of 455.48 feet to a point in the Southeast line of said called 103.209 acre tract for the Northeasterly corner of the herein described tract;

THENCE, South 42°01'29 West, along the Southeast line of said called 103.209 acre tract, a distance of 564.63 feet to the POINT OF BEGINNING and containing 4.7335 acres (206,190 square feet) of land, more or less.

CENTURY ENGINEERING, INC.

Dated this 4th day of June, 2007

Revised this 28th day of January, 2016

  
Bernerd F. Johnson  
Registered Professional Land Surveyor No. 4314



CEI Job NO. 04027-02.0  
(bill) SV 04027I.T

TRACT 2

FIELD NOTE DESCRIPTION OF 13.3838 ACRES (582,997 SQUARE FEET) OF LAND BEING A PORTION OF THAT CERTAIN CALLED 47.988 ACRE TRACT RECORDED IN VOL. 1224, PG. 565 B.C.D.R. AND A PORTION OF THAT CERTAIN CALLED 103.209 ACRE TRACT RECORDED UNDER B.C.C.F. NO. 2014026599 AND ALSO BEING A PART OF LOT 1 OF THE SUBDIVISION OF THE H.T. & B. R.R. SURVEY, SECTION 21, ABSTRACT NO. 230, BRAZORIA COUNTY, TEXAS, SAID 13.3838 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARINGS BASED ON THE SOUTHWEST LINE OF SAID CALLED 103.209 ACRE TRACT, SAID SOUTHWEST LINE, BEARING N 48°03'04" W);

COMMENCING at a 3/4 inch iron pipe found in the Northeast line of said called 47.988 acre tract, said iron rod marks the Southerly corner of said called 103.209 acre tract;

THENCE, South 47°54'35" East, along the Northeast line of said called 47.988 acre tract, a distance of 202.87 feet to a point for corner in the Northerly right-of-way line of State Highway No. 6 (200 feet wide);

THENCE, North 67°27'50 West, along the Northerly right-of-way line of State Highway No. 6, a distance of 578.26 feet to a point for the Southeasterly corner and POINT OF BEGINNING of the herein described tract;

THENCE, North 67°27'50 West, continuing along the Northerly right-of-way line of State Highway No. 6, a distance of 1034.66 feet to a point in the Northwesterly line of said called 47.988 acre tract for the Southwesterly corner of the herein described tract;

THENCE, North 41°52'30 East, along the Northwesterly line of said called 47.988 acre tract, same being the centerline of a 40-foot wide platted roadway, a distance of 536.59 feet to a 3/8 inch iron pipe found for the common corner of said called 47.988 acre tract and said 103.209 acre tract and an angle point;

THENCE, North 41°59'48 East, along the Northwesterly line of said called 103.209 acre tract, same being the centerline of a 40-foot wide platted roadway, a distance of 99.49 feet to a point for the Northwesterly corner of the herein described tract;

THENCE, South 67°27'59 East, a distance of 883.80 feet to a point in the Westerly right-of-way line of proposed Cox Lane (width varies) for the Northeasterly corner of the herein described tract;

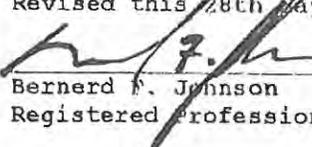
THENCE, in a Southwesterly direction, along the Westerly right-of-way line of proposed Cox Lane the following Five (5) courses and distances:

- 1) South 22°32'01 West, a distance of 17.81 feet to an angle point;
- 2) South 26°15'10 West, a distance of 445.61 feet to a point for a curve to the Left;
- 3) Southwesterly, along said curve to the Left, having a radius of 520.00 feet, a central angle of 03°43'09", an arc length of 33.75 and a chord bearing and distance of South 24°23'35" West, 33.75 feet to a point for the Point of Tangency;
- 4) South 22°32'01 West, a distance of 73.95 feet to a point for a curve to the Right;
- 5) Southwesterly, along said curve to the Right, having a radius of 30.00 feet, a central angle of 90°00'09", an arc length of 47.13 and a chord bearing and distance of South 67°32'06" West, 42.43 feet to the POINT OF BEGINNING and containing 13.3838 acres (582,997 square feet) of land, more or less.

CENTURY ENGINEERING, INC.

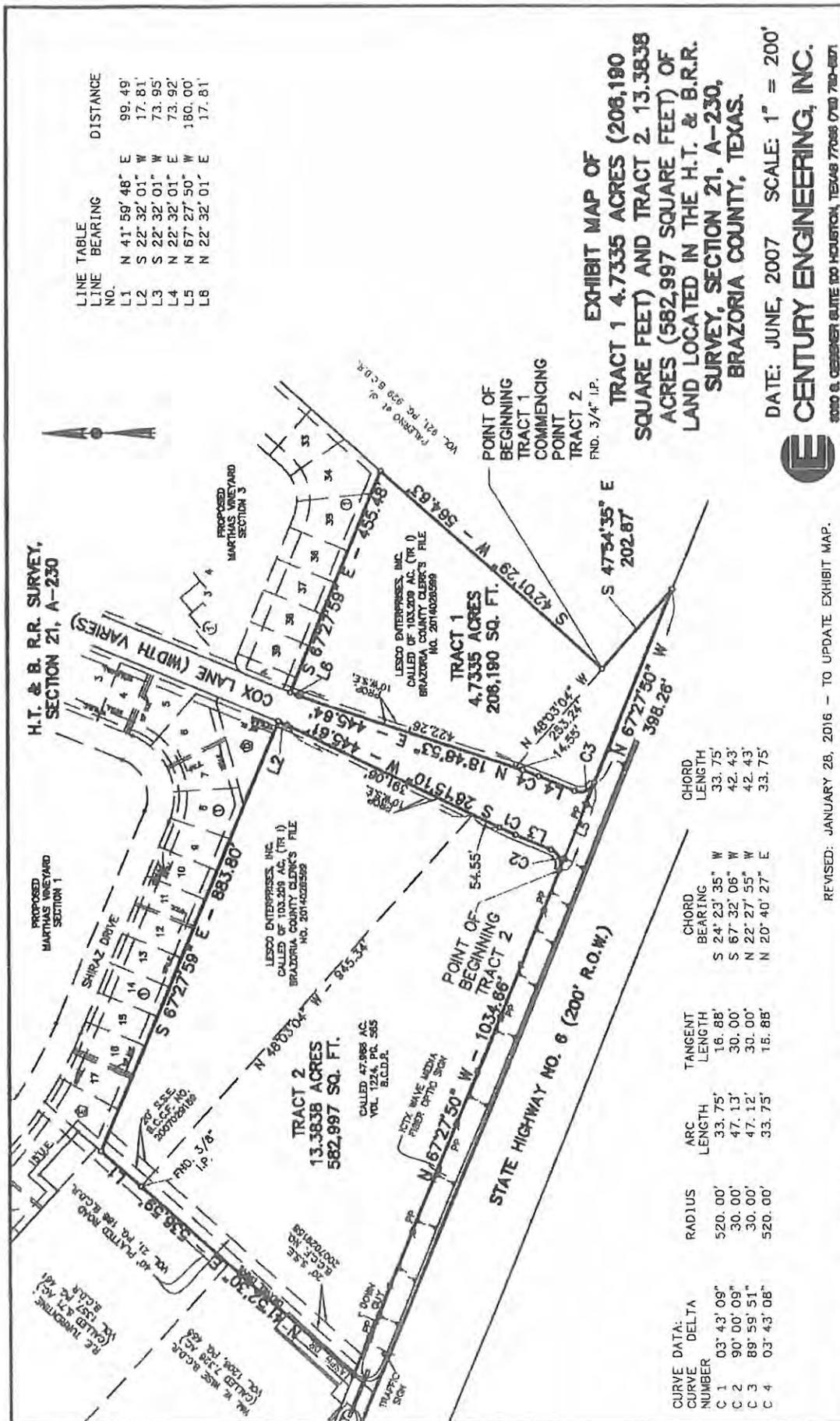
Dated this 4th day of June, 2007

Revised this 28th day of January, 2016

  
Bernerd F. Johnson  
Registered Professional Land Surveyor No. 4314



CEI Job NO. 04027-02.0  
(bill) SV 04027I.T



## Exhibit B

(a) Bonds may be issued by the District only for the purpose of purchasing and constructing, or purchasing or constructing, or under contract with the City of Alvin, or otherwise acquiring waterworks systems, sanitary sewer systems, storm sewer systems, drainage facilities, recreational facilities, facilities for fire-fighting services, or roads, or parts of such systems, facilities or roads, to make any and all necessary purchases, construction, improvements, extensions, additions and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District and to refund bonds issued by the District. Such bonds shall expressly provide that the District shall reserve the right to redeem said bonds on any date subsequent to the fifteenth (15th) anniversary of the date of issuance (or such earlier date as may be determined by the District) without premium, and, other than refunding bonds, shall only be sold after the taking of public bids therefor, and none of such bonds, other than refunding bonds, shall be sold, for less than 95% of par, provided the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, shall not exceed 2% above the highest average interest rate reported by the *Daily Bond Buyer* in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such bonds is given and bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given. If the District pledges revenues in payment of its bonds, the resolution authorizing the issuance of the District's bonds will contain a provision that the pledge of the revenues from the operation of the District's water and sewer and/or drainage system to the payment of the District's bonds will terminate when and if the City of Alvin, Texas, annexes the District, takes over the assets of the District, and assumes all of the obligations of the District. No land will be added or annexed to the District until the City of Alvin has given its written consent by resolution of the City Council to such addition or annexation.

(b) The District, its directors, officers, or the Developers and landowners shall submit to the City Engineer of the City of Alvin or to his designated representative before the commencement of any construction within the District all plans and specifications for the construction of water, sanitary sewer, and drainage facilities, and roads to serve such District and obtain the approval of such plans and specifications. All water wells, water meters, fire hydrants, valves, pipe, and appurtenances installed or used within the District shall conform exactly to the specifications of the City of Alvin. All water service lines and sewer service lines, lift stations, sewer treatment facilities, road facilities, and appurtenances thereto, installed or used within the District shall comply with the City of Alvin's standard plans and specifications. Prior to the construction of such facilities within the District, the District, or its engineer, shall give written notice by registered or certified mail to the City Engineer of the City of Alvin stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer and drainage facilities, and roads shall be in accordance with the approved plans and specifications and with applicable standards and specifications of the City of Alvin, and during the progress of the construction and installation of such facilities, the City Engineer of the City of Alvin, or a designated representative thereof, may make periodic on-the-ground inspections.

(c) The District will agree to employ a sewage plant operator holding a valid certificate of competency issued under the direction of the Texas Commission on Environmental Quality or such successor agency as the legislature may establish (the "TCEQ"), as required by Section 26.0301, Texas Water Code, as may be amended from time to time if the District operates a wastewater treatment plant. The District will agree to make periodic analysis of its discharge pursuant to the provisions of Texas Water Quality Board Order No 69-1219-1 and further will agree to send copies of all such effluent data to the Department of Public Works, City of Alvin, as well as to the TCEQ. The District will agree that representatives of the City of Alvin may supervise the continued operations of the sewage treatment facility by making periodic inspections thereof.

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

(e) The owner or the developer of the land included within the limits of the District shall, prior to the sale of any lot or parcel of land, obtain final approval by the appropriate entity of the City of Alvin of a plat which will be duly recorded in the Map and Plat Records of Brazoria County, Texas, and otherwise comply with the applicable subdivision regulations of the City of Alvin.



**RESOLUTION NO. 19-R-28**

**A RESOLUTION OF THE CITY OF ALVIN, TEXAS, ADOPTING THE STRATEGIC PARTNERSHIP AGREEMENT WITH BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NUMBER 24, FOR THE DEVELOPMENT OF THE MARTHA'S VINEYARD PLANNED DEVELOPMENT; AND SETTING FORTH RELATED MATTERS THERETO.**

**WHEREAS**, the City of Alvin is a home rule municipal corporation that provides a full-range of governmental services to its citizens; and

**WHEREAS**, Brazoria County Municipal Utility District No. 24 (the "District"), is a conservation and reclamation district and a political subdivision of the State of Texas, created by order of the Texas Commission on Environmental Quality (the "Commission"); and

**WHEREAS**, LESCO Enterprises, Inc., (the "Owner"), is the owner of property located within Brazoria County Municipal Utility District No. 24, and the Property (as defined in the Development Agreement), is developable land within the District, and the Owner anticipates development activities occurring thereon; and

**WHEREAS**, the Owner and the District plan to construct, finance, own, and operate a water supply and distribution system, a wastewater collection system, and any necessary roadways and storm water drainage improvements to serve the Property within the District; and

**WHEREAS**, the City agrees that to induce the Owner to construct the improvements within the Districts, it will take all lawful and appropriate administrative actions (collectively the "Actions"), to permit and authorize the construction and operation of the Property's infrastructure as set forth in the Strategic Partnership Agreement and corresponding exhibits, attached hereto and incorporated by reference; and

**WHEREAS**, the City has determined that the Development can best proceed within the District and the developer of land within the Development (the "Owner") and a Strategic Partnership Agreement with the District pursuant to the provisions of Texas Local Government Code, Section 43.0751 (the "Act"); and

**WHEREAS**, the Strategic Partnership Agreement is found by the City Council of the City to be suitable for the stimulation and development of business operations at the Property, the increase of taxable property within the Districts, the development and improvement to existing property, and a better quality of place/life for the community, the creation of construction jobs and the economic benefit for the City in general, and for the property values of property immediately adjacent to the Property; and

**WHEREAS**, the City Council has considered the matter and deems it in the public interest to authorize this action;

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

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

**Section 2.** That the City Council of Alvin, Texas, hereby adopts the Strategic Partnership Agreement with Brazoria County Municipal Utility District No. 24, including the Exhibits, attached and made a part hereof for all purposes.

**Section 3. Open Meetings.** It is hereby officially found and determined that the meeting at which this resolution 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 20<sup>th</sup> day of June 2019.

**THE CITY OF ALVIN, TEXAS**

  
\_\_\_\_\_  
Paul A. Horn, Mayor

**ATTEST**

  
\_\_\_\_\_  
Dixie Roberts, City Secretary

STRATEGIC PARTNERSHIP AGREEMENT

THE STATE OF TEXAS           §  
                                                          §  
COUNTY OF BRAZORIA       §

This STRATEGIC PARTNERSHIP AGREEMENT (this "Agreement") is made and entered into, effective as of June 20, 2019, by and between the CITY OF ALVIN, TEXAS, a municipal corporation and general law city of the State of Texas (the "City"), and BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 24, a conservation and reclamation district created pursuant to Article XIV, Section 59, Texas Constitution and operating pursuant to Chapters 49 and 54, Texas Water Code (the "District").

RECITALS

The District was created with the consent of the City for the purpose of providing water, sewer and drainage facilities to the land within the District's boundaries. The District is located within the extraterritorial jurisdiction ("ETJ") of the City but is not within its corporate limits. The District is a master planned community consisting of a community of approximately 621.6827 acres (the "Original Tract"), a community of approximately 102.5891 acres (the "Annexation Tract") that was added to the District after its creation, as well as any additional land annexed into the District after the effective date of this Agreement (collectively, the "Development").

The City has determined that the Development can best proceed pursuant to Utility Services Contracts with the developers of land within the Development (collectively, the "Developers") and a strategic partnership agreement with the District pursuant to the provisions of Texas Local Government Code, Section 43.0751 (the "Act"). In that regard, the City and the Developers have entered into those certain Utility Services Contracts, dated August 5, 2004 and February 4, 2016, respectively, (each, including any subsequent amendments, a "Utility Services Contract"), to provide for certain terms and conditions in connection with the completion of Development.

The City and the District, after the provision of required notices, held public hearings in compliance with the Act. Based upon public input received at such hearings, the City and the District wish to enter into a strategic partnership agreement to provide the terms and conditions under which services will be provided and funded by the City and the District and under which the District will continue to exist for an extended period of time after all or a portion of the land within the District is annexed by the City for general purposes.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the District agree as follows:

## ARTICLE 1 DEFINITIONS

1.01. Definitions. The terms Act, Annexation Tract, City, Developers, Development, District, ETJ, Original Tract, and Utility Services Contract shall have the meanings provided for them in the recitals, above. Except as may be otherwise defined, or the context clearly requires otherwise, capitalized terms and phrases used in this Agreement shall have the meanings as follows:

*City Consent* means Ordinance No. 03-RRR consenting to the creation of the District, Ordinance No. 16-A consenting to the annexation of the Annexation Tract, and any other City ordinance consenting to the annexation of land into the District, and the terms and conditions of such consents described therein.

*Commercial* means all nonresidential development, except for developments owned by a tax-exempt entity, a non-profit entity or a homeowner or property owner association.

*Commission* means the Texas Commission on Environmental Quality and its successor agencies.

*Person* means any individual, partnership, association, firm, trust, estate, public or corporation, or any other entity whatsoever.

1.02. Findings and conclusions. The City and the District hereby find and declare:

a. The Act authorizes the City and the District to enter into this Agreement to define the terms and conditions under which services to the District will be provided and funded by the parties and to define the terms and conditions under which the District will be annexed by the City at a future date, as agreed hereunder, as an alternative to annexation without the consent of the District.

b. In compliance with Subsection (p) of the Act, this Agreement (i) does not require the District to provide revenue to the City solely for the purpose of an agreement with the City to forgo annexation of the District, and (ii) provides benefits to each party, including revenue, services, and regulatory benefits, which are reasonable and equitable with regard to the benefits provided to the other party.

c. All the terms and conditions contained in this Agreement are lawful and appropriate to provide for the provision of municipal services and annexation.

d. The District is not obligated to make payments to the City for services except as otherwise provided herein and in each Utility Service Contract.

e. This Agreement has been duly adopted by the City and the District after conducting two (2) public hearings at which members of the public who wanted to present testimony or evidence regarding the Agreement were given the opportunity to do so. Notice of each hearing was given prior to the hearing in accordance with the Act.

## ARTICLE 2 ANNEXATION OF THE DISTRICT

### 2.01. Conditions to annexation.

a. The parties agree that the District and its residents should be allowed to develop and function with certainty regarding the conditions under which annexation will be authorized by the City. As a result, the City and the District agree that, without regard to the City's right and power under existing or subsequently enacted law and subject to Section 2.02 herein, the City will not fully annex the District until the following conditions have been met, and shall thereafter be authorized, but not required, to fully annex the District for any purpose:

1. 90% of the District's water, wastewater, and drainage facilities have been constructed; and

2. each entity comprising the Developers has, or each entity comprising the Developers' successors or assigns have, been reimbursed by the District to the maximum extent permitted by the rules of the Commission or the City assumes any obligation of the District for such reimbursement to each entity comprising the Developers under such rules.

b. Each entity comprising the Developers is currently the sole owner of the land comprising the District, and as such has petitioned for annexation by the City consistent with the terms of this Agreement, with such petition to be filed in the Official Records of Brazoria County and be binding upon successors in ownership of the Development.

c. If the City wishes to complete the District facilities in order to comply with subsection a, item 1, above, the District will cooperate with the City to provide access to the District's facilities and allow such connection or supplement thereto as may be reasonably necessary upon written notice of its intent to so complete from the City to

the District; provided that any such construction by or on behalf of the City shall be sufficient to provide water supply and distribution, wastewater collection and treatment, and drainage facilities to the entire unserved portion of the District.

d. The City will provide notice of any annexation in accordance with Texas Local Government Code, Chapter 43, Subchapter C-1.

2.02. Annexation of Commercial property. Notwithstanding Section 2.01 above, the City may annex any Commercial portions of the District (including any rights-of-way or other non-residential strips required to connect the commercial tracts to the City's boundaries) (the "Annexed Commercial Property") for limited purposes to allow the City to collect its sales and use taxes in such areas; provided that the City shall not be entitled to levy any additional taxes, including property taxes, fees or assessments within the area of limited-purpose annexation except as may be levied or collected in the District as a whole. In such event, the District shall remain in existence, with full powers, and any Annexed Commercial Property also shall remain in the boundaries of the District, subject to the full power and authority of the District with respect to water, wastewater and drainage facilities and services. This annexation provision is in lieu of any annexation of residential property prior to the annexation of the entire District as provided in this Article.

2.03. Annexation procedures. Because the District is, pursuant to this Agreement, an area that is the subject of a strategic partnership agreement, the City is not required to include the District in an annexation plan pursuant to Texas Local Government Code, Section 43.052(h)(3)(B).

2.04. Operations prior to full annexation. Prior to annexation of the entire District and except as may be specifically provided in this Agreement or in the City Consent, the District is authorized to exercise all powers and functions of a municipal utility district provided by law.

2.05. Continuation of the District following full annexation. Upon annexation of the entire District under the provisions of Section 2.01 above, the District will continue to exist for an extended period not to exceed 120 days to allow for the completion of District operations and the integration of the District's utility system into the City's utility system, following which period the City shall act to abolish the District in accordance with applicable law; provided that, if the City has not abolished the District within 120 days after such annexation under Section 2.01 above, the District shall be automatically abolished on the 121st day. At such time, the City will assume all rights, assets, liabilities and obligations of the District (including all obligations to reimburse the Developers within the District) and the District will not be continued or converted for limited purposes. Upon full annexation, fees and charges imposed on residents of the former District for services provided by the City shall be equal to those fees and charges imposed on all other residents of the City.

2.06. Attempted incorporation. Notwithstanding any provision herein to the contrary, in the event that an election is called pursuant to applicable law in connection with a bona fide petition for incorporation of a municipality that includes a substantial portion of the District, the City shall be entitled to take all steps necessary to prevent such incorporation or annex that portion of the District attempting to incorporate.

2.07. Payments in lieu of full annexation. Payments to be made by the District to the City pursuant to Article 3 herein, plus a fee of \$1,000.00 per year, payable on or before January 31 of each year during which this Agreement is in effect, shall constitute the District's payment in lieu of full annexation. The City and the District hereby waive their respective right to request a cost-of-services study for the purpose of determining the payment in lieu of full annexation. Both the City and the District waive their right to request a renegotiation of the methodology for calculating the payment in lieu of full annexation.

### ARTICLE 3 ALLOCATION OF MUNICIPAL SERVICES WITHIN THE DISTRICT

3.01. Police protection. If the District provides for the provision of enhanced police protection services within the District, it may either contract with a third-party provider of such services or request that the City provide such services. The City, in its sole discretion, may choose not to provide enhanced police protection to the District. The City shall notify the District within sixty (60) days of receipt of a request to provide enhanced police protection services of the City's decision to provide or not provide the requested services. If the City agrees to provide such services, payment to the City with regard to any police protection provided under this Section by a separate written agreement shall be based upon the actual costs of the City, including reasonable overhead, in providing such services.

3.02. Garbage collection services. The District agrees that as between the City and the District, the District will be solely responsible for providing garbage collection services to the residents of the District (but not to commercial property or other types of land use in the District) until such time as the entire District is fully annexed into the City's corporate limits pursuant to the provisions of Section 2.01 above. Further, the City is not required or otherwise obligated to provide garbage collection services to any land within the District until such time as the entire District is fully annexed into the City's corporate limits pursuant to the provisions of Section 2.01 above.

3.03. Fire protection and emergency medical services. Brazoria County Emergency Services District No. 3 ("ESD No. 3") provides both fire protection services and emergency medical services to land within and residents of the District. The District understands and agrees that, other than any fire protection and emergency medical services the City provides to land within and residents of the District through

ESD No. 3, the City has no other obligation to provide fire protection or emergency medical services to land within or residents of the District until such time as the entire District is fully annexed into the City's corporate limits pursuant to the provisions of Article 2 above.

3.04. Water, wastewater and drainage services. The City and the District shall be responsible for provision of water, wastewater, and drainage services within the District, including any Commercial areas annexed by the City pursuant to Section 2.02, above, in accordance with the provisions of the applicable Utility Services Contract.

#### ARTICLE 4 SALES AND USE TAX PROVISIONS

4.01. Imposition of sales and use tax. The City is hereby authorized to impose its sales and use taxes within the boundaries of the Annexed Commercial Property of the District following limited purpose annexation pursuant to Section 2.02, above.

#### ARTICLE 5 DEFAULT, NOTICE AND REMEDIES

5.01. Default; notice. A breach of any material provision of this Agreement after notice and an opportunity to cure, shall constitute a default. The non-breaching party shall notify the breaching party of an alleged breach, which notice shall specify the alleged breach with reasonable particularity. If the breaching party fails to cure the breach within a reasonable time not sooner than thirty (30) days after receipt of such notice (or such longer period of time as the non-breaching party may specify in such notice), the non-breaching party may declare a default hereunder and exercise the remedies provided in this Agreement in the event of default.

5.02. Remedies. In the event of a default hereunder, the remedies of the non-defaulting party shall be limited to either or both of the following:

a. Monetary damages for actual losses incurred by the non-defaulting party if such recovery of monetary damages would otherwise be available under existing law and the defaulting party is not otherwise immune from paying such damages; and

b. Injunctive relief specifying the actions to be taken by the defaulting party to cure the default or otherwise comply with its obligations hereunder. Injunctive relief shall be directed solely to the default and shall not address or include any activity or actions not directly related to the default.

ARTICLE 6  
MISCELLANEOUS

6.01. Beneficiaries. This Agreement shall bind and inure to the benefit of the parties, their successors and assigns. This Agreement shall be recorded with the County Clerk in the Official Records of Brazoria County, and shall bind and benefit each owner and each future owner of land included within the District's boundaries in accordance with Texas Local Government Code, Section 43.0751(c). In the event of full annexation of the District by the City, each of the Developers shall be considered a third-party beneficiary of this Agreement.

6.02. Term. This Agreement shall commence and bind the parties on the effective date first written above and continue for 50 years thereafter, unless terminated on an earlier date pursuant to other provisions or by express written agreement executed by the City and the District. Upon the expiration of the initial term, this Agreement may be extended, at the District's request, with City approval, for successive one-year periods until all land within the District has been annexed into the City.

6.03. Notice. Any notices or other communications ("Notice") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery", addressed to the party to be notified, or (iv) by sending the same by telefax with confirming copy sent by mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

City: City of Alvin  
216 Sealy  
Alvin, Texas 77511  
Attn: City Manager

District: Brazoria County Municipal Utility District No. 24  
c/o Allen Boone Humphries Robinson LLP  
3200 Southwest Freeway, Suite 2600  
Houston, Texas 77027  
Attn: Timothy Austin

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five days written notice to the other parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

6.04. Time. Time is of the essence in all things pertaining to the performance of this Agreement.

6.05. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected.

6.06. Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

6.07. Applicable law and venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Brazoria County, Texas.

6.08. Reservation of rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

6.09. Further documents. The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to carry out the terms of this Agreement.

6.10. Incorporation of exhibits and other documents by reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

6.11. Effect of state and federal laws. Notwithstanding any other provision of this Agreement, the District and the City shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances or rules implementing such statutes or regulations, and such City ordinances or rules shall not be deemed a breach or default under this Agreement.

6.12. Authority for execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in

conformity with the City Charter and City ordinances. The District hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted by the Board of Directors of the District.

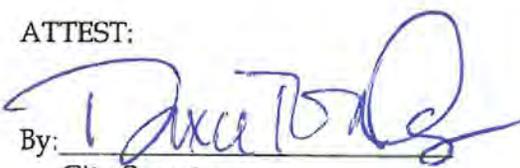
**SIGNATURE PAGES FOLLOW**

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement effective as of the date first written above.

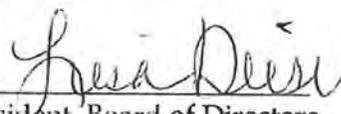
CITY OF ALVIN, TEXAS

By:   
Mayor

ATTEST:

By:   
City Secretary

BRAZORIA COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 24

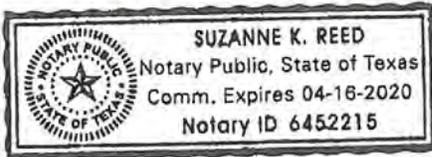
By:   
President, Board of Directors

ATTEST:

  
Secretary, Board of Directors

THE STATE OF TEXAS           §  
                                                  §  
COUNTY OF BRAZORIA       §

This instrument was acknowledged before me on this the 20<sup>th</sup> day of June, 2019, by Paul A. Horn, Mayor of the City of Alvin, Texas, on behalf of said municipal corporation.



(NOTARY SEAL)

Suzanne K. Reed  
Notary Public, State of Texas

THE STATE OF TEXAS           §  
                                                  §  
COUNTY OF BRAZORIA       §

This instrument was acknowledged before me on this the 16 day of May, 2019 by Lisa Dese, President & Mary Hargrove, Secretary of the Board of Directors of Brazoria County Municipal Utility District No. 24, a political subdivision of the State of Texas, on behalf of said political subdivision.



(NOTARY SEAL)

Julie Anne-Marie Bradford  
Notary Public, State of Texas

**SCHEDULE FOR VOLUNTARY  
LIMITED PURPOSE ANNEXATION  
MUD 24 (Martha's Vineyard) COMMERCIAL PROPERTY**

<b>DATE</b>	<b>ACTION/EVENT</b>	<b>LEGAL AUTHORITY</b>
<b>March 5, 2020</b>	<b>COUNCIL BY WRITTEN RESOLUTION</b> Directs notification to land owners; and sets two (2) Public Hearings <b>April 2, 2020, and April 16, 2020</b> ; Council directs development of limited purpose plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings – on or after the 40th day but before 20th day before First Reading of Ordinance
<b>March 11, 2020</b>	<b>NOTICE TO PROPERTY OWNERS &amp;</b> utility providers	Loc. Gov't Code § 43.062(a)
<b>March 15, 2020</b> Publish notice of First Public Hearing (1 time) Send School District Notice	<b>NEWSPAPER NOTICE RE: FIRST PUBLIC HEARING</b> ; (If applicable Notice to Railroad) <b>SCHOOL DISTRICT NOTICE</b> (notify each school district of possible impact) <b>POST NOTICE ON WEB SITE and MAINTAIN UNTIL COMPLETE</b>	Not less than 10 days nor more than 20 days before 1st public hearing. Loc. Gov't Code, §43.063 (c).
<b>March 29, 2020</b> Publish notice of Second Public Hearing (1 time)	<b>NEWSPAPER NOTICE RE: SECOND PUBLIC HEARING</b>	Not less than 10 days nor more than 20 days before 2nd public hearing. Loc. Gov't Code, § 43.063 (c).
Ten days after the date the first notice of Public Hearing is published	<b>LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS</b> (10 days after first newspaper notice)	Site hearing required if 20 adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
<b>April 2, 2020</b>	<b>1st PUBLIC HEARING AND PRESENT LIMITED PURPOSE PLAN</b> (Not more than 40 days before the reading of ordinance) <i>Regular Meeting</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.065 & 43.063(a).
<b>April 16, 2020</b>	<b>2nd PUBLIC HEARING AND PRESENT LIMITED PURPOSE PLAN</b> (At least 20 days before reading of ordinance.) <i>Regular Meeting</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.065 & 43.063 (a).
Institution Date <b>May 7, 2020</b>	<b>READING OF ORDINANCE</b> <i>Regular Meeting</i>	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
<b>Within 30 days of Reading</b>	<b>CITY SENDS COPY OF MAP</b> showing boundary changes to County Tax Assessor Collector in a format that is compatible with mapping format used by tax assessor collector	Elec. Code §42.0615
<b>Within 60 days of Reading</b>	<b>CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:</b> 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector	

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

**MINUTES  
CITY OF ALVIN, TEXAS  
216 W. SEALY STREET  
REGULAR CITY COUNCIL MEETING AND  
EXECUTIVE SESSION  
THURSDAY MARCH 5, 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 and Executive Session at 7:00 P.M. in the Council Chambers at City Hall, with the following members present: Mayor Paul A. Horn; Mayor Pro-Tem Glenn Starkey; Councilmembers: Gabe Adame, Adam Arendell, Joel Castro, Brad Richards, Keith Thompson and Martin Vela.

**Staff members present:** Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, City Secretary; Michael Higgins, Chief Financial Officer; Michelle Segovia, City Engineer; Dan Kelinske, Parks and Recreation Director; Brandon Moody, Interim Public Services Director; Rex Klesel, Fire Chief; and Robert E. Lee, Police Chief.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

Pastor Ben Trevino, Legacy Church, gave the invocation.

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

**PRESENTATION**

Proclamation – celebrating the DeMolay’s 101<sup>st</sup> Anniversary and 50<sup>th</sup> Anniversary of the local John Wayne Chapter #3667.

Mayor Pro-tem Starkey presented a proclamation to members of the DeMolays of the John Wayne Chapter #3667 proclaiming March as DeMolay Month and recognized the DeMolay’s 101<sup>st</sup> Anniversary and 50<sup>th</sup> Anniversary of the local John Wayne Chapter #3667.

**PUBLIC COMMENT**

Abel Moreno, Waste Connections, addressed the Council in opposition to the item on the agenda awarding the bid for Solid Waste and Recycling Services to Texas Pride. He stated that he felt that the City was turning its back on Waste Connections in spite of their many years of service to the Alvin community. Many Waste Connection employees were in attendance to support Mr. Moreno’s comments.

**CONSENT AGENDA**

Consider approval of the February 11, 2020 City Council workshop meeting minutes.

Consider approval of the February 20, 2020 City Council workshop meeting minutes.

Consider approval of the February 20, 2020 City Council meeting minutes.

Consider a final plat of Midtown Park Section 3 (located north of Midtown Park Section 1 near the intersection of Gordon Street and FM 528), being a subdivision of 16.60 acres situated in the Hooper and Wade Survey, Abstracts 420 and 421, and the M. O’Donnell Survey, Abstract 485, City of Alvin, County of Brazoria, State of Texas.

*On January 30, 2020, the Engineering Department received the final plat of Midtown Park Section 3 for review. The property is located north of Midtown Park Section 1 near the intersection of Gordon Street and FM 528. This section*

*consists of ninety (90) single-family lots, seven (7) reserves, and five (5) blocks. The Midtown Park Subdivision currently consists of two previously platted sections containing 164 single-family residential lots of which approximately 107 have homes on them. This plat complies with all requirements of the City's Subdivision Ordinance. The Planning Commission unanimously approved the plat at their meeting on February 18, 2020. Staff recommended approval.*

Consider the Master Preliminary Plat of Imperial Forest (located near the southwest corner of the Bypass 35 and Wheeler Road intersection), being a planned unit development of 55.90 acres located in the Hooper and Wade Survey, Section 21, Abstract 421, Brazoria County, Texas.

*On January 30, 2020, the Engineering Department received the master preliminary plat of Imperial Forest for review. The property is located along the south side of Wheeler Road just west of Bypass 35. This master preliminary plat consists of 177 single-family residential lots, 13 reserves, and 7 blocks, and complies with the City of Alvin's Planned Unit Development section of the Subdivision Ordinance. The City Planning Commission unanimously approved the plat at their meeting on February 18, 2020. Staff recommended approval of the plat.*

Consider Resolution 20-R-07, canceling the established procedures for the May 2, 2020 General Election in Alvin, Texas; as the position for Mayor and City Council District E are certified as Unopposed; and providing for other related matters thereto.

*This Resolution will officially cancel the General Election scheduled for May 2, 2020 that was called by City Council's adoption of Resolution 20-R-03 on February 6, 2020. The position of Mayor and City Council member District E are both uncontested races and will be certified as Unopposed Candidates upon the adoption of this Resolution. The ballot will list both positions and candidates along with the following wording: Unopposed Candidates Declared Elected.*

*Both Mayor Horn and City Council member to District E, Gabe Adame, will begin their new term on May 21, 2020, after the Oath of Office is administered at said City Council meeting. The City's Special Election for the civil service law petition will still be held on May 2, 2020, as called. Staff recommended the approval of Resolution 20-R-07.*

Consider Resolution 20-R-08, designating the Mayor, City Manager, City Secretary, and Chief Financial Officer as authorized signatories for contractual documents and documents for requesting funds pertaining to the Hurricane Harvey – Infrastructure Community Development Block Grant – Disaster Recovery Program (CDBG-DR) – Contract Number 20-065-060-C175, from the Texas General Land Office.

*The grant application submitted by the City of Alvin to the Texas General Land Office's (GLO) Hurricane Harvey Local Infrastructure Program has been approved.*

*The GLO allocated \$413 million to the Local Infrastructure Program and \$275 million to the Local Buyout and Acquisition Program from HUD Community Development Block Grant for Disaster Recovery (CDBG-DR). The GLO allocated the funds to regional Council of Governments' (COGs) based on a HUD approved needs assessment. The locally-led COGs then conducted methods of distribution (MODs) for determining infrastructure and buyout and acquisition amounts for cities and counties within each jurisdiction.*

*The City of Alvin's grant application for \$1,012,332 is intended to install generators to facilitate the proper functioning of critical wastewater-system, water-system, and public-facility components to reduce the impact of sewage contamination and backflow and ensure optimum water service in emergency situations.*

*In order to begin the grant implementation, the GLO requires the City to adopt a Resolution designating signatories for the Contract. Staff recommended approval of Resolution 20-R-08.*

Consider Resolution 20-R-09, adopting required policies pertaining to the Hurricane Harvey – Infrastructure Community Development Block Grant – Disaster Recovery Program (CDBG-DR) – Contract Number 20-065-060-C175, from the Texas General Land Office.

*The grant application submitted by the City of Alvin, Texas, to the Texas General Land Office's Hurricane Harvey Local Infrastructure Program has been approved.*

*The GLO allocated \$413 million to the Local Infrastructure Program and \$275 million to the Local Buyout and Acquisition Program from HUD Community Development Block Grant for Disaster Recovery (CDBG-DR). The GLO allocated the funds to regional Council of Governments' (COGs) based on a HUD approved needs assessment. The locally-led COGs*

*then conducted methods of distribution (MODs) for determining infrastructure and buyout and acquisition amounts for cities and counties within each jurisdiction.*

*The City of Alvin's grant application for \$1,012,332 is intended to install generators to facilitate the proper functioning of critical wastewater-system, water-system, and public-facility components to reduce the impact of sewage contamination and backflow and ensure optimum water service in emergency situations.*

*In order to begin the grant implementation, the GLO requires the City to adopt a Resolution approving the following policies and procedures, which are included as part of the Resolution:*

- 1. Citizen Participation Plan and Grievance Procedures;*
- 2. Section 3 Policy;*
- 3. Excessive Force Policy;*
- 4. Limited English Proficiency (LEP) Standards Plan;*
- 5. Section 504 Policy and Grievance Procedures;*
- 6. Code of Conduct Policy; and*
- 7. Fair Housing Policy.*

*Staff recommended approval of Resolution 20-R-09.*

### Proclaim the month of April 2020 as Fair Housing month in the City of Alvin, Texas.

*This proclamation is listed under the Consent Agenda because it will not formally be presented to anyone at the City Council meeting. This is required by Brazoria County for Community Development Block Grants and is also required as part of the General Land Office Community Development Block Grant we are receiving. Staff recommended proclaiming the Month of April 2020 as Fair Housing month in the City of Alvin.*

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

### OTHER BUSINESS

#### Consider 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.

*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	Heavy 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 section. 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.

Council member Castro stated that he took offence to the remarks made by Mr. Moreno earlier in the meeting, and that the City followed the bidding process as defined by law.

Council member Starkey moved 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. Seconded by Council member Thompson; motion carried on a vote of 7 Ayes.

Consider the appointment of Mohamad “Mo” Ghuneim as the Presiding Municipal Judge for the City of Alvin Municipal Court for a two (2) year term ending March 5 2022, and authorize the Mayor to sign the Employment Agreement.

On November 18, 2019, City Council accepted the resignation of presiding judge Deanie King, and appointed Associate Judge Mohamad “Mo” Ghuheim as the Interim Presiding Judge. Judge Ghuneim was initially appointed as an Associate Judge in February 2017.

In December 2019, the Presiding Municipal Judge position was posted. The position remained open until February 10, 2020. The City received a total of 10 applications; all but three (3) were excluded from consideration, as those individuals did not meet the Charter’s Brazoria County residency requirement for the Presiding Judge.

On February 20, 2020, the committee interviewed three (3) candidates, including Interim Presiding Judge Ghuneim. It is the committee’s recommendation that Mo Ghuneim be appointed as the Presiding Municipal Court Judge for the City of Alvin Municipal Court. Staff recommended the appointment and the approval of the Employment Agreement with Judge Ghuneim.

Council member Castro moved to appoint Mohamad “Mo” Ghuneim as the Presiding Municipal Court Judge for the City of Alvin Municipal Court for a two (2) year term, ending March 5, 2022, and authorize the Mayor to sign the Employment Agreement. Seconded by Council member Adame; motion carried on a vote of 7 Ayes.

Consider Resolution 20-R-10, appointing Mike Merkel to serve as an Associate Municipal Judge for the City of Alvin Municipal Court for a two (2) year term ending March 5, 2022; and approving the Memorandum of Understanding between the City of Alvin and Mike Merkel, and authorize the Mayor to sign.

*Judge Mike Merkel is currently the Justice of the Peace for Precinct 3-1, and would like to continue serving the City of Alvin as the associate municipal court judge, and will receive compensation in the amount of \$450.00 per month. As an associate judge, Judge Merkel will receive direction from the interim presiding judge, Mohammad (“Mo”) Ghuneim, for his duties which include, but are not limited to, arraigning prisoners in the City jail.*

*Judge Merkel was appointed as an Associate Judge in 2013, and he continued to volunteer his time serving the City, handling the City’s magistrations in the Alvin City Jail. On or about August 29, 2019, Judge Merkel submitted his letter of resignation, which Council accepted on September 17, 2019. In November, Judge Merkel agreed to serve the City on a temporary basis. Although that agreement expired on February 29, 2020, Judge Merkel has continued with his duties as an Associate Judge. Staff recommended approval of the Resolution and of the Memorandum of Understanding with Judge Merkel.*

Council member Starkey moved to approve Resolution 20-R-10, appointing Mike Merkel to serve as the Associate Municipal Court Judge for a two (2) year, ending March 5, 2022; and approving the Memorandum of Understanding with Judge Merkel, and authorize the Mayor to sign. Seconded by Council member Adame; motion carried on a vote of 7 Ayes.

Consider Resolution 20-R-11, setting two (2) public hearings for April 2, 2020, and April 16, 2020, for the limited purpose annexation of 18.2173 acres, more or less, a commercial parcel of land within Municipal Utility District No. 24 (Martha’s Vineyard), situated along State Highway 6 in Brazoria County, Texas.

*This tract of land was annexed into Municipal Utility District (MUD) No. 24 on February 21, 2019, as part of the Martha’s Vineyard Development for the purposed of providing commercial development to the overall project. The MUD will be delivering water and sewer services to this tract. A Strategic Partnership Agreement (SPA) was entered into on June 20, 2019, between the City of Alvin and MUD No. 24. Section 2.02 of the SPA allows this commercial tract to be annexed into the city in a Limited Purpose Annexation for the collection of its sales and use taxes. This is the first step of consideration for limited purpose annexation that will be presented to City Council in an upcoming meeting. Staff recommends approval of Resolution 20-R-11.*

Council member Castro moved to approve Resolution 20-R-11, setting two (2) public hearings for April 2, 2020, and April 16, 2020 for the limited purpose annexation of 18.2173 acres, more or less, a commercial parcel of land within Municipal Utility District No.24 (Martha’s Vineyard) situated along State Highway 6 in Brazoria County, Texas. Seconded by Council member Richards; motion carried on a vote of 7 Ayes.

Consider Ordinance 20-G, amending Chapter 21, Subdivisions and Property Development Section 110, of the Code of Ordinances, City of Alvin, Texas, for the purpose of revising the requirements for Planned Unit Developments; and setting forth other provisions related thereto.

*On January 21, 2020, the Planning Commission discussed the Planned Unit Development Section of the Subdivision Ordinance in detail and requested that Staff draft an amendment to the ordinance. Staff drafted the amendment to the ordinance and presented it to the Planning Commission on February 18, 2020 for their consideration. The Planning Commission voted unanimously to approve the amendment to the ordinance as proposed. Staff recommends approval of Ordinance 20-G.*

*Approval of Ordinance 20-G will amend Section 21-110 Planned Unit Developments as follows:*

- 1. Language has been added to further clarify the 7% greenspace requirement so that it is an amenity and usable for the future residents of the subdivision.*
- 2. In order to promote various lot sizes within the developments a lot width average of 60 feet (as measured at the building setback line) has been incorporated. The minimum lot width remains at 50 feet with a minimum lot area of 5,500 square feet.*
- 3. The front building setback has been increased from 20 feet to 25 feet.*

4. *The minimum road right-of-way width has been increased from 50 feet to 60 feet.*

Council expressed concern that the backyards of future PUDs would be too small and requested that staff look into a minimum yard area and provide an amendment to Ordinance 20-G at a later date.

Council member Vela moved to approve Ordinance 20-G, amending Chapter 21, Subdivisions and Property Development Section 110, of the Code of Ordinances, City of Alvin, Texas, for the purpose of revising the requirements for Planned Unit Developments; and setting forth other provisions related thereto. Seconded by Council member Arendell; motion carried on a vote of 7 Ayes.

Consider an award of bid to Siddons Martin Emergency Group, LLC, for the construction of a 2020 Ladder Truck through the HGAC Cooperative Purchasing Program, in an amount not to exceed \$1,424,686.

*The Fire Department solicited vendors through HGAC's Cooperative Purchasing Program, known as HGACBuy, to submit specifications, demonstrate, and provide service information on their Ladder Trucks to a committee of ten Alvin Volunteer Fire Fighters. After months of review, the committee recommended the Pierce Brand Ladder Truck. On February 17, 2020, the Fire Department received a bid from Siddons Martin Group LLC, a Sole Vendor, for a proposal to build a Pierce – Custom Velocity Aerial Platform 100' (Ladder Truck). This 2020 Pierce Ladder Truck will replace the Fire Department's existing 27-year-old Ladder Truck that will then be sold. Once the bid is awarded, delivery will take approximately 12 months and come with a 12-month bumper to bumper warranty. Funding for this vehicle will be paid from the 2019 Certificate of Obligations as a result of the savings from the construction cost of the new Fire/EMS Facility.*

<i>Vehicle Price</i>	<i>\$1,464,891.00</i>
<i>Chassis &amp; Aerial Prepa</i>	<i>(\$23,654.00)</i>
<i>Prepay Discount</i>	<i>(\$18,551.00)</i>
<i>Sub Total</i>	<i>\$1,422,686.00</i>
<i>HGAC Contract Amount</i>	<i>\$2,000.00</i>
<i>Final Sales Price</i>	<i>\$1,424,686.00</i>

Council member Castro moved to award a of bid to Siddons Martin Emergency Group, LLC, for the construction of a 2020 Ladder Truck through the HGAC Cooperative Purchasing Program, in an amount not to exceed \$1,424,686. Seconded by Council member Vela; 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 March 19th City Council meeting.

## **ITEMS OF COMMUNITY INTEREST**

Mrs. Roberts reviewed items of community interest.

Council member Thompson announced the disc golf tournament on March 6th and 7<sup>th</sup>.

Council member Arendell congratulated Texas Pride for winning the solid waste and recycling contract; he thanked the staff that were involved in the selection process.

Council member Richards thanked the city employees for the great job they do.

Council member Castro thanked everyone on Solid Waste Selection Committee.

Council member Adame thanked everyone who put together the RFP for a solid waste collection services and who took the time to answer the question he had. He announced that the Alvin Noon Lions Club is hosting the inaugural Light the Night Disc Golf tournament on March 6<sup>th</sup>.

Council member Starkey thanked the Solid Waste Selection Committee for their work on the selection of a solid waste collection company.

Mayor Horn thanked Council member Adame for his work in bringing a disc golf course to Alvin.

**EXECUTIVE SESSION**

Mayor Horn called for an executive session at 7:45 p.m. in accordance to the following:

**Section 551.071 (2) of the Local Government Code: on a matter in which the attorney has a duty to confidentially advise the City regarding Civil Service Law.**

**RECONVENE TO OPEN SESSION**

Mayor Horn reconvened the meeting into open session at 9:34 p.m.

**ADJOURNMENT**

Mayor Pro-tem Starkey adjourned the meeting at 9:34 p.m.

PASSED and APPROVED the 19th day of March 2020.

\_\_\_\_\_  
Paul A. Horn, Mayor

ATTEST: \_\_\_\_\_  
Dixie Roberts, City Secretary



# AGENDA COMMENTARY

**Meeting Date:** 4/2/2020

**Department:** City Secretary

**Contact:** Dixie Roberts, City Secretary

**Agenda Item:** Consider authorizing the City Manager to send a letter to the Brazoria County Mosquito Control District for the continuation of aerial spraying services for the 2020 season.

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

**Summary:** This is an annual request for authorization from the Brazoria County Mosquito Control District for the continuance of aerial spraying over the City of Alvin. The spraying is performed during massive outbreaks of mosquitoes (typically in summer and fall months) by the contracted aerial sprayer. The County will put out notifications through their respective social media accounts and other means available. The flying schedule depends heavily upon the landing rate counts, weather and wind conditions. As a result of the variables listed, the County is unable to give notice of the specific flying time in advance.

Aerial spraying has proven to be an effective measure for mosquito control in Brazoria County. More information can be obtained by calling the Brazoria County Mosquito Control Office at 979-864-1532 or by visiting: <http://brazoriacountytx.gov/departments/mosquito-control/spray-request>. Residents can also submit spray requests by calling their office, or by visiting the website listed above.

**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:** \_\_\_\_\_

**Supporting documents attached:**

- Proposed letter of authorization from City Manager
- Letter of Request from Brazoria County Mosquito Control Dist.

**Recommendation:** Move to authorize the City Manager to send a letter to the Brazoria County Mosquito Control District for the continuation of aerial spraying services for the 2020 season.

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**

216 West Sealy Street ♦ Alvin, Texas 77511 ♦ (281) 388-4248 ♦ FAX (281) 388-4294

**Office of the City Manager**

April 6, 2020

Ms. Fran Henderson, Director  
Brazoria County Mosquito Control District  
1380 CR 213  
Angleton, TX 77515

**Re: Aerial Spraying over the City of Alvin**

Dear Ms. Henderson:

The City of Alvin would like the Brazoria County Mosquito Control District to continue providing aerial spraying over the City of Alvin. We understand the spraying will be done during heavy outbreaks of mosquitoes.

We would like to thank you for providing this service and agree this type of spraying has been a big help in controlling mosquitoes in our area.

Sincerely,

Junru Roland  
City Manager

Rec'd 3/3/20



**Brazoria County Mosquito Control District**  
**1380 E Kiber St**  
**Angleton, TX 77515**  
**979-849-1532**

Fran Henderson  
Director, Mosquito Control

February 25, 2020

City of Alvin  
City Secretary  
216 W. Sealy  
Alvin, TX 77511

**RE: AERIAL SPRAYING OVER BRAZORIA COUNTY**

*The Brazoria County Mosquito Control is updating its files for the 2020 season of aerial spraying over cities and towns in Brazoria County. We would like your permission "to spray" or "not to spray" over your area. The spraying is done during heavy outbreaks of mosquitos by our aerial contract sprayer.*

*Aerial spraying takes place only after a public notification to inform the citizens of Brazoria County that we will be spraying. There will be notifications of aerial spraying through notices posted at the Courthouse. In addition, the notifications can be found on Facebook – Brazoria County and Twitter – Brazoria County. The flying schedule depends heavily upon landing rate counts, weather and wind conditions. As a result of these variables, we are unable to give a specific flying time in advance.*

*If your governing body would like to continue receiving this service over your city or town, please send an **approval** or **disapproval** on letterhead stationery. Please have one of the following officials sign the letter: (a) Mayor, (b) City Manager, (c) Chief of Police, (d) City Council, or (e) County Commissioner.*

*Aerial spraying has certainly been a step forward for mosquito control in Brazoria County.*

*We would appreciate your prompt response to our request; the signed letters can be emailed to [twarlick@brazoria-county.com](mailto:twarlick@brazoria-county.com).*

Respectfully,  
  
Fran Henderson  
Director, Mosquito Control



# AGENDA COMMENTARY

**Meeting Date:** 4/2/2020

**Department:** City Secretary

**Contact:** Dixie Roberts, City Secretary

**Agenda Item:** Consider authorizing the Mayor to send a letter to Brazoria County Commissioner Precinct 3, Stacy Adams in support of a Solid Waste Grant for Tire Collection in Brazoria County.

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

**Summary:** Commissioner Stacy Adams is requesting that the City of Alvin send a letter supporting a Solid Waste Grant that is being sought after to fund a tire collection event in Brazoria County. Commissioner Adam's letter dated March 10, 2020, stated that this grant would be an opportunity for all citizens of Brazoria County to recycle unwanted tires, benefitting every community in Brazoria County. This tire collection event will help rid the County of unwanted tires and illegal dumping sites. The grant application is due Thursday, April 16, 2020. Commissioner Adams is requesting letters of support from all cities, towns, and villages in Precinct 3, by April 9, 2020.

**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:** \_\_\_\_\_

**Supporting documents attached:**

- Request Letter from Commissioner Adams
- Letter of Support from the City of Alvin

**Recommendation:** Move to authorize the Mayor to send a letter to Brazoria County Commissioner Precinct 3, Stacy Adams in support of a Solid Waste Grant for Tire Collection in Brazoria County.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

STACY L. ADAMS  
COUNTY COMMISSIONER  
PRECINCT #3  
281-331-4392



NORTH SERVICE CENTER  
P.O. BOX 548  
ALVIN, TEXAS 77512  
281-331-3197  
FAX 281-331-6586

**BRAZORIA COUNTY**  
ANGLETON, TEXAS 77515

*Recd.  
3/16/20*

March 10, 2020

Good Afternoon,

Brazoria County is applying for a "Solid Waste Grant" to fund a Tire Collection in Brazoria County. Brazoria County has not held a tire collection since year 2012. This grant will be an opportunity for all citizens of Brazoria County to recycle unwanted tires, benefitting every community in Brazoria County. Together we can rid our county of unwanted tires and illegal dumping sites. You would be amazed at how many County Roads are used for dumping grounds.

I am asking the cities, towns and villages in my Precinct to write a letter of support, as this would benefit all of us. I feel that if we all partner together we would show support of this very important grant to rid our county of unwanted tires dumped in our areas. If you can offer help on the day of the event please include this in the letter. This will be helpful when we are showing our in kind contribution. The grant application is due Thursday April 16, 2020 and the final grant selection is Tuesday, June 16, 2020. If possible I would like the letters of support to my office by April 9<sup>th</sup>, 2020.

Any help would be greatly appreciate.

Thank you

Sincerely,

Handwritten signature of Stacy L. Adams in blue ink.

Stacy L. Adams  
Brazoria County Commissioner  
Precinct 3



**CITY OF ALVIN**

216 W. Sealy

Alvin, Texas 77511

**Office of the Mayor**

(281) 388-4230

April 6, 2020

Stacy L. Adams  
County Commissioner, Precinct #3  
P.O. BOX 548  
Alvin, TX 77512

Dear Commissioner Adams,

The City of Alvin supports Brazoria County's initiative to host a county-wide tire collection program in an effort to collect and recycle tires. We understand that scrap tires can pose a threat to human health and the environment. The proper handling and disposal of scrap tires can help to alleviate some of the health and environmental risks associated with such.

The City of Alvin is willing to assist Brazoria County in any way possible for the success of this program.

Sincerely,

Paul A. Horn  
Mayor



# AGENDA COMMENTARY

**Meeting Date:** 4/2/2020

**Department:** Finance

**Contact:** Michael Higgins, CFO

**Agenda Item:** Presentation by Belt Harris Pechacek, LLLP, of the City’s Comprehensive Annual Financial Report (CAFR) as of September 30, 2019; and acknowledge receipt of the 2019 CAFR.

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

**Summary:** As required by state statute, an independent audit has been completed by the CPA firm of Belt Harris Pechacek, LLLP, for the fiscal year ending September 30, 2019. At the end of an audit, Generally Accepted Auditing Standards mandate that auditors must express an opinion on the financial records. For FY19, the City received an unmodified opinion from the auditors – which is the highest form of assurance that our financial statements “give a true and fair view” of the City’s financial position.

Pursuant to Section 103.003 of the Texas Local Government Code, the annual financial statements, including the auditor’s opinion must be filed with the City Secretary within 180 days after the last day of the fiscal year (September 30, 2019). The CAFR, which includes the auditor’s opinion, will be presented to the Mayor and City Council, and to the City Secretary for filing.

Mike Brotherton, from Belt Harris Pechacek, LLLP, will present the report. Hard copies will be available in City Council’s mail boxes at City Hall.

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required  **Date Completed:** 3/11/2020 SLH

**Supporting documents attached:**

- Audit Disclosure Letter
- [Click Here to view the FY19 CAFR](#)

**Recommendation:** Move to acknowledge receipt of the Fiscal Year 2019 Comprehensive Annual Financial Report.

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

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



## Required Auditor Disclosure Letter

March 20, 2020

To the Honorable Mayor and  
City Council Members of the  
City of Alvin, Texas:

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Alvin, Texas (the "City"), for the year ended September 30, 2019. Professional standards require that we provide the City Council (the "governing body") with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit.

### I. Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated March 12, 2019, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with the governing body's oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve the governing body or management of its responsibilities.

### II. Planned Scope and Timing of the Audit

We performed the audit according to the planned scope and timing previously communicated to the governing body in our engagement letter dated March 12, 2019.

### III. Significant Audit Findings

#### I. *Qualitative Aspects of Accounting Practices*

- A. Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in the notes to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

- B. Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

Management's estimate of the useful lives of capital assets as based on industry standards relating to capital assets. We evaluated the key factors and assumptions used to develop the useful lives of capital assets in determining that they are reasonable in relation to the financial statements taken as a whole.

Estimates are used in the calculation of the pension and other postemployment benefit liability and the required annual contributions. The Texas Municipal Retirement System (TMRS) and the Texas Emergency Services Retirement System (TESRS) hire licensed actuaries to make key assumptions and to perform calculations, as well as independent auditors to review those assumptions and calculations. We evaluated the reasonableness of the employee data provided by the City to TMRS and TESRS.

- C. The financial statement disclosures are neutral, consistent, and clear. Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statements was:

The disclosure of long-term debt in the financial statements is significant to financial statement users because it discloses the City's long-term financial obligations.

## *2. Difficulties Encountered in Performing the Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

## *3. Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. The attached schedule summarizes both material and immaterial misstatements detected as a result of our audit procedures.

## *4. Disagreements with Management*

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

## *5. Management Representations*

We have requested certain representations from management that are included in the management representation letter dated March 20, 2020.

## *6. Management Consultations with Other Independent Accountants*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditors' opinion that may

be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

*7. Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

IV. Other Matters

We applied certain limited procedures to the Required Supplementary Information (RSI), as identified on the table of contents, which supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on supplementary information, as identified in the table of contents, which accompanies the financial statements but is not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory and statistical sections, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

V. Restrictions on Use

This information is intended solely for the use of the Mayor, City Council, and management and is not intended to be, and should not be, used by anyone other than these specified parties.

*BELT HARRIS PECHACEK, LLLP*

Belt Harris Pechacek, LLLP  
*Certified Public Accountants*  
Houston, Texas



# AGENDA COMMENTARY

**Meeting Date:** 4/2/2020

**Department:** Economic Development      **Contact:** Larry Buehler, EDC Director

**Agenda Item:** Consider a Chapter 380 Agreement with Moore & Moore Investments, LLC, for the redevelopment of property and facilities at 120 West Crouch Street, to include additional commercial buildings as outlined in the Agreement, expanding the tax base, and improving the existing site; and authorize the City Manager to sign the Agreement.

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

**Summary:** Moore & Moore Investments, LLC, purchased a 16.75-acre tract of land within the City, located at 120 West Crouch Street. The property has been used as an industrial site for many years and is located in a predominantly industrial area abutting the BNSF railroad tracks. The Company has already invested over \$80,000 in clean-up work on the property that includes removal of 800 wooden pallets, 400 poly barrels, 112 large truck tires, and over 50,000 pounds of scrap metal. They also demolished and removed several old buildings, including two houses used for the business, one mobile home, and one office building. The Company invested \$75,000 to refurbish an existing 4,000 square foot building using local contractors. This building has three-phase power and is suited for manufacturing and warehouse operations. The Company is planning to invest over \$2 million in new construction over the next several years and will be under an annual reporting matrix tracked by the Economic Development Department for compliance. For these investments, they are requesting facilities to be constructed within the 500-foot range of a residential property line and the construction of chain link fencing on the property. All other portions of the city ordinances will be followed by the developer/owner. A pre-development meeting was held on February 6, 2020. Staff is in support of the project and agreement to continue the established use that will include all these new improvements. If approved, the 380 Agreement will start a ten-year obligation timeframe upon all signatures being completed. Staff recommends approval of this Chapter 380 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:** 3/11/2020 SLH

**Supporting documents attached:**

- Chapter 380 Agreement with Exhibits
- Pictures of before and after initial improvements

**Recommendation:** Move to approve a Chapter 380 Agreement with Moore & Moore Investments, LLC, for the redevelopment of property and facilities at 120 West Crouch Street, to include additional commercial buildings as outlined in the Agreement, expanding the tax base, and improving the existing site; and authorize the City Manager to sign the Agreement.

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Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

**CHAPTER 380 AGREEMENT**

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THE STATE OF TEXAS           §  
                                          §  
COUNTY OF BRAZORIA       §

**KNOW ALL MEN BY THESE PRESENTS:**

This AGREEMENT (the "Agreement") is made and entered into by and between the City of Alvin, a Texas, home rule municipality organized under the Constitution and laws of the State of Texas, located in Brazoria County, Texas (the "City"), and Moore & Moore Investments, LLC (the "Company"), 7615 Augusta Lane, Rosharon, Texas 77583.

**WITNESSETH:**

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

WHEREAS, the Company has purchased a 16.75-acre tract of land within the City, located at 120 West Crouch Street Alvin, Texas, 77511 (the "Property"), and more particularly described in Exhibit "A-1" and "A-2" attached hereto and made a part hereof; and

WHEREAS, the Property is located in a predominantly industrial area, including an area abutting the BNSF railroad tracks; and

WHEREAS, the Company has invested over \$80,000 in cleanup work on the Property that includes removal of 800 wooden pallets, 400 poly barrels, 112 large truck tires, and over 50,000 pounds of scrap metal; and

WHEREAS, the Company has demolished and removed several old buildings including two houses, one mobile home, one office building; and

WHEREAS, the Company invested \$75,000 for local contractors to refurbish an existing 4,000 square foot building that has three phase power and is suited for manufacturing and warehouse operations; and

WHEREAS, the Company is proposing new development that will consist of several 10,000 square foot office/warehouse buildings on the Property, a copy of which Proposal is attached hereto as Exhibit "B" and made a part hereof; and

WHEREAS, the Company may construct additional storage facilities on the rear of the property and would screen the facilities with wood fencing; and

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

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

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

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

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

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

1. The Company covenants and agrees that it will construct the improvements to the Property and take reasonable efforts to own the Property for a term of at least ten (10) years. The Company further agrees, pursuant to Texas Tax Code Section 22.01(c), to render for taxation the Property, Fixtures and Improvements to the Brazoria County Appraisal District (the "BCAD") each year this Agreement is in effect, beginning no later than December 1, 2020, and will provide the City Manager with a complete copy of such rendition to the BCAD. The rendition shall include the Company's name, location, address, applicable BCAD tax account numbers, and a description of the land, improvements and fixtures. This Agreement shall be effective as of the date of its execution as set forth below (the "Effective Date"), and terminate ten (10) years from the Effective Date, unless extended by written mutual agreement of the City Council and the Company.

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

2. The Company covenants and agrees that the construction of the first phase of the Improvement and the acquisition of any required permits and licenses shall be completed not more than twenty-four (24) months from the date of this agreement (the "Record Date").

The construction of the Improvements on the Property shall be completed in Six Phases, each phase to be completed in Twelve (12) month increments from the Record Date and consist of a 10,000 square foot building facility:

Phase 1, consisting of a 10,000 square foot Building #1 as shown and described in the Exhibits to this Agreement, will be completed not later than twelve (12) months from the Record Date.

Phase 2, consisting of a 10,000 square foot Building #2 as shown and described in the Exhibits to this Agreement, will be completed not later than twelve (12) months from the completion of Building #1.

Phase 3, consisting of a 10,000 square foot Building #3 as shown and described in the Exhibits to this Agreement, will be completed not later than twelve (12) months from the completion of Building #2.

Phase 4, consisting of a 10,000 square foot Building #4 as shown and described in the Exhibits to this Agreement, will be completed not later than twelve (12) months from the completion of Building #3.

Phase 5, consisting of a 10,000 square foot Building #5 as shown and described in the Exhibits to this Agreement, will be completed not later than twelve (12) months from the completion of Building #4.

Phase 6, consisting of a 10,000 square foot Building #6 as shown and described in the Exhibits to this Agreement, will be completed not later than twelve (12) months from the completion of Building #5.

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

If Company has not satisfied the requirements and conditions within the time frames described in article 2, including acquiring the Property, receiving the permits and licenses, and construction of each phase as described above, the City may terminate this Agreement. If the Agreement is terminated by the City for a violation by Company under article 2, the City may, at its discretion, restrict continuing and or future improvements to additional phases.

3. The Company agrees that it will, within ten (10) days of the completion of the renovation and construction of the Improvements in each phase, provide the City with a copy of any and all appraisals it has provided to any financial institution providing loans or financing to the Company for the acquisition of the Property or the renovation or construction of the Improvements for each phase as to (1) the value of the real property and (2) the value of the completed Improvements and fixtures made by or on behalf of the Company.

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

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

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

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

As provided by Section 2264.101(a) of the Texas Government Code, the Company agrees and acknowledges that the City may bring a civil action against the Company to recover any amounts, or to declare the Company in default, for a conviction of a violation under 8 U.S.C Section 1342a(f).



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

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

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

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the Mayor on this \_\_\_\_\_ day of \_\_\_\_\_ 2020 (the "Effective Date") and the Company.

ATTEST:

City of Alvin, Texas

By: \_\_\_\_\_  
Dixie Roberts, City Secretary

By: \_\_\_\_\_  
Paul A. Horn, Mayor

Signed this the \_\_\_\_ day of \_\_\_\_\_, 2020

ATTEST:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Moore & Moore Investments, LLC

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed this the \_\_\_\_ day of \_\_\_\_\_, 2020





# Exhibit "A-1"

## Location of Property

A0420 HOOPER & WADE, TRACT 2-3-16-16A-16B, ACRES 16.75



## **Exhibit "A-2" Meets and Bounds**

### **DESCRIPTION OF A TRACT OF LAND CONTAINING 16.7557 ACRES (729,878 SQUARE FEET) SITUATED IN THE HOOPER & WADE SURVEY, SECTION 23, ABSTRACT 420 BRAZORIA COUNTY, TEXAS**

Being a tract of land containing 16.7557 acres (729,878 square feet), situated in the Hooper & Wade Survey, Section 23, Abstract 420, Brazoria County, Texas, being part of Lot 2, all of Lot 3 and all of Lot 16 of the subdivision of said Hooper & Wade, Section 23, Abstract 420, Brazoria County, Texas, according to the Plat Records in Volume 49, Page 161, in the Deed Records of Brazoria County, Texas, being all of a tract of land conveyed to Global Am- Tx, Inc, by deed recorded under County Clerk's File No. 1999057370 of the Official Records of Brazoria County, Texas. Said 16.7557-acre tract being more particularly described by metes and bounds as follows:

BEGINNING at A set 1/2-inch iron rod with cap marked "SURVEY 1" for the southeast corner of a tract of land conveyed to Jerry Rayborn, by deed recorded under County Clerk's File No. 1981034215 of the Official Records of Brazoria County, Texas, and for the southwest corner of the said tract herein described;

THENCE North 42°06'51" East, along the southeast line of said Rayborn Tract a distance of 495.49 feet to the northeast corner of said Rayborn Tract and for the northeast corner of a tract of land conveyed to Asaad Siddiqui, by deed recorded under County Clerk's File No. 2015044026 of the Official Records of Brazoria County, Texas;

THENCE North 42°10'10" East along the southeast line of said Siddiqui Tract passing a set 1/2-inch iron rod with cap marked "SURVEY 1" in the southwest right-of-way line of Newman Street (40 feet wide) at a distance of 640.00 feet and continuing for a total distance of 660.00 feet for the north corner of the said tract herein described;

THENCE South 47°57'22" East, a distance of 659.20 feet to the east corner of the said tract herein described;

THENCE South 42°07'13" West along the northwest line of Law Subdivision passing a found 3/4-inch iron pipe in the southwest right-of-way line of said Newman Street at a distance of 19.60 feet and continuing for a total distance of 660.00 feet to a set 1/2-inch iron rod with cap marked "SURVEY 1" for an interior corner of the said tract herein described;

THENCE South 47°55'45" East, a distance of 329.89 feet passing a set 1/2-inch iron rod with cap marked "SURVEY 1" at a distance of 299.89 feet and continuing for a total distance of 329.89 to the southeast corner of the said tract herein described;

THENCE North 86°40'26" West, a distance of 424.07 feet to an angle point in the south line of the said tract herein described;

THENCE North 67°11'30" West, a distance of 698.38 feet to the POINT OF BEGINNING and containing 16.7557 acres (729,878 square feet), more or less.

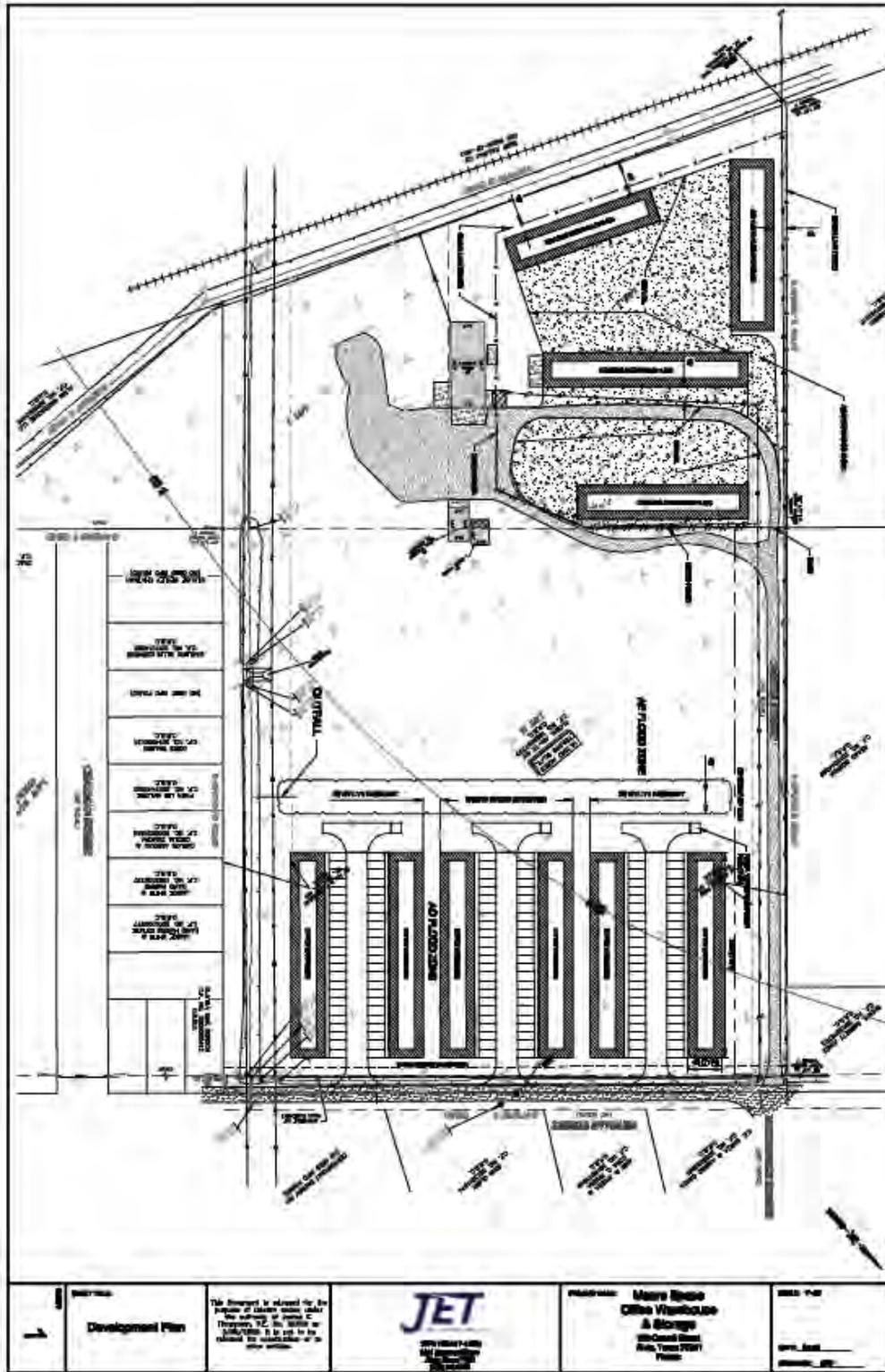
*Note: This metes and bounds description is referenced to a survey drawing prepared by Survey 1, Inc. (Firm Registration No. 100758-00) dated October 22, 2019, job number 10-78021-19 Revised October 31, 2019.*



[www.survey1inc.com](http://www.survey1inc.com) | [survey1@survey1inc.com](mailto:survey1@survey1inc.com) | P.O. Box 2543 | Alvin, TX 77512 | (281)393-1382  
| October 22, 2019

# Exhibit "B"

## Proposal of Moore Interests



## **Exhibit “C”**

### **Description of Improvements**

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- A total estimate of \$2 Million in improvements:
- Phase 1, consisting of a 10,000 square foot Building #1 with 200 Amp electrical service with estimated costs of \$400,000
- Phase 2, consisting of a 10,000 square foot Building #2 with 200 Amp electrical service with estimated costs of \$400,000
- Phase 3, consisting of a 10,000 square foot Building #3 with 200 Amp electrical service with estimated costs of \$400,000
- Phase 4, consisting of a 10,000 square foot Building #4 with 200 Amp electrical service with estimated costs of \$400,000
- Phase 5, consisting of a 10,000 square foot Building #5 with 200 Amp electrical service with estimated costs of \$400,000
- Phase 6, consisting of a 10,000 square foot Building #6 with 200 Amp electrical service with estimated costs of \$400,000
- New chain link fencing estimated costs of \$68,000

## **Exhibit “D”**

### **The City Administrative Actions**

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For these improvements with an estimated value of \$2 Million the City of Alvin will permit:

- The construction of office/warehouse/storage facilities to be constructed within the 500-foot range of a residential property line.
- The construction of chain link fencing on the property

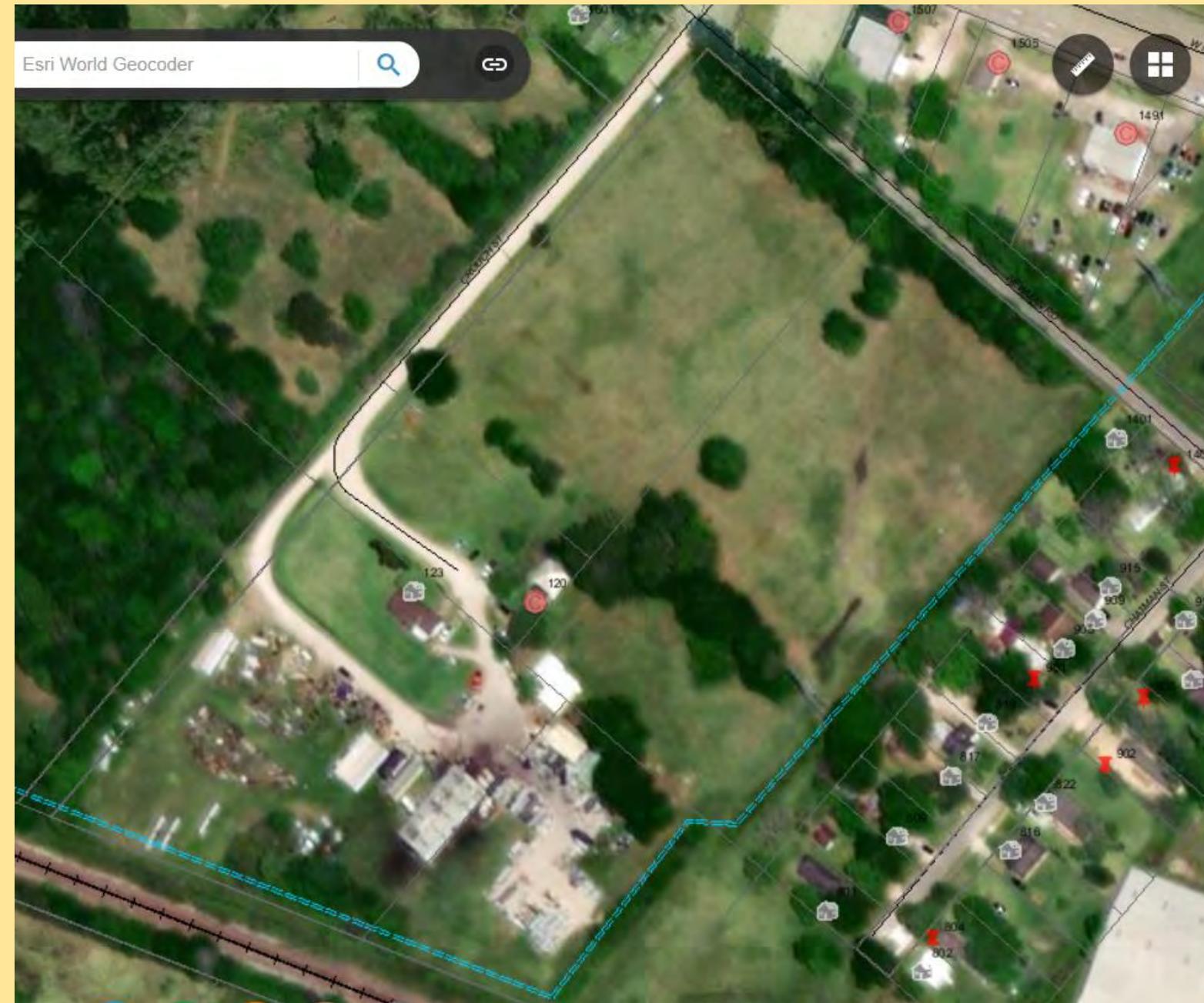
All other portions of the ordinance will be followed by the developer/owner.

The Agreement will be for ten (10) years to ensure the improvements are completed and the new value is created.

There will be a penalty if the property is not annually rendered for taxation.

# Moore & Moore Investments, LLC Redevelopment, 120 West Crouch Street





## The Challenge...

- 800 Wooden Pallets
- 400 poly barrels
- 112 large truck tires
- 50,000 lbs. of scrap metal
- Demolished and removed
  - Several old buildings
  - Two houses
  - One mobile home
  - One office building.



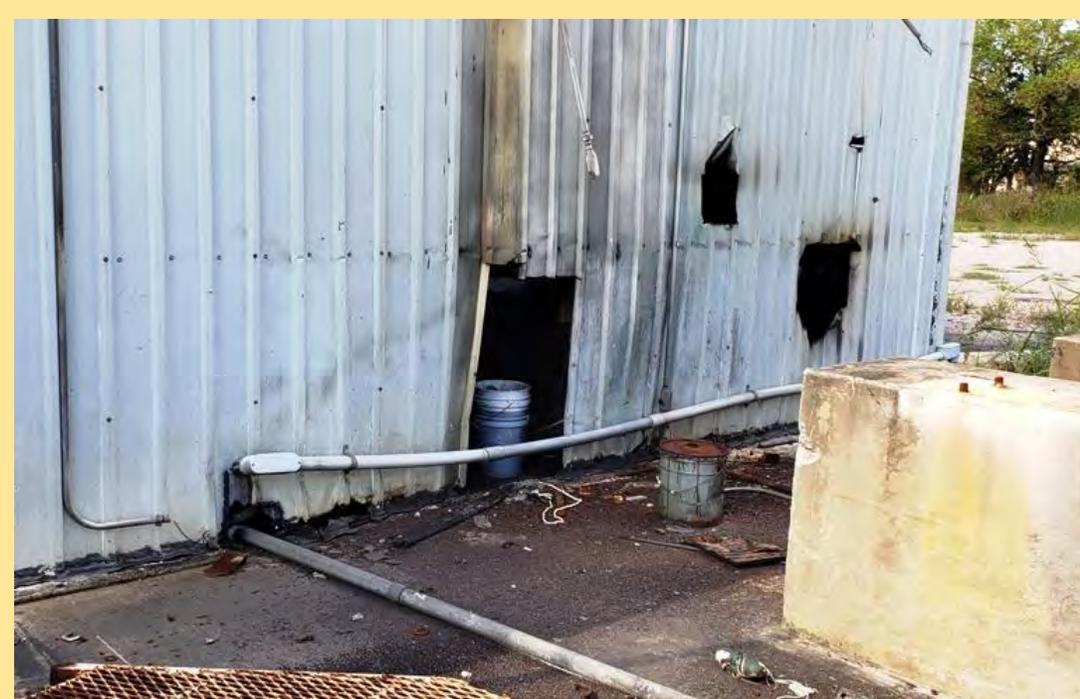
Site Cleanup Begins...  
\$80,000 Spent















Redevelopment Begins...



4,000 square foot building

\$75,000 Investment  
to Refurbish Building

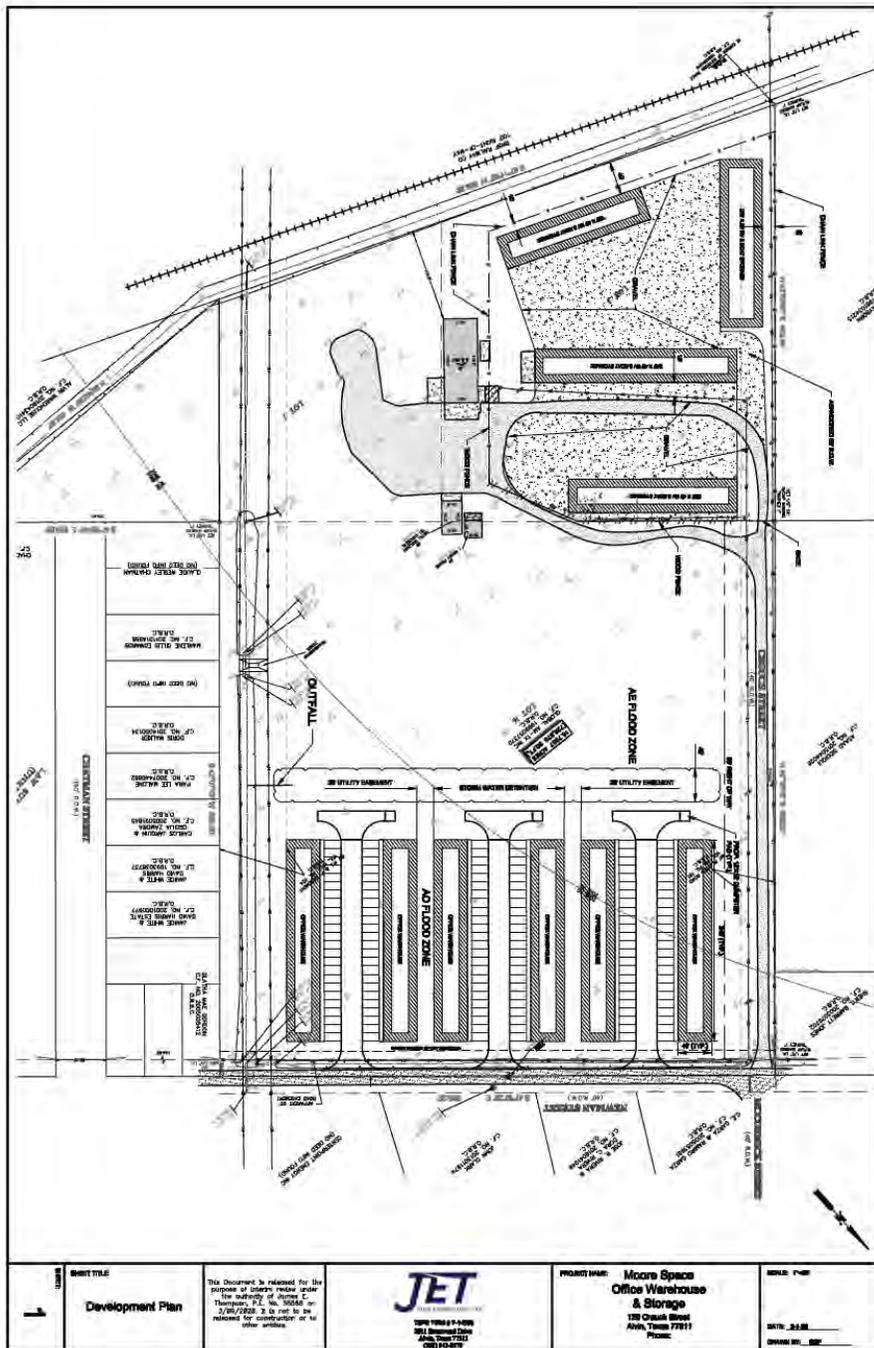


# Pre-Development Meeting February 6, 2020

## Attendees:

City Engineer  
Plans Examiner  
Building Code Official  
Fire Marshal  
Public Work Director  
Eco Dev Director

Recommend Approval of  
Chapter 380 Agreement



# Moore & Moore Investments, LLC Redevelopment, 120 West Crouch Street





# AGENDA COMMENTARY

**Meeting Date:** 4/2/2020

**Department:** Finance

**Contact:** Michael Higgins, CFO

**Agenda Item:** Consider authorizing a contract with Texas Pride Disposal for the City of Alvin’s Exclusive Solid Waste and Recycling Services for a seven (7) year initial term, and two (2) additional three (3) year renewal options using once a week service and 95 gallon containers.

**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 and was extended 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.” 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. On March 5, 2020, the City Council 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 to authorize the City Manager to conduct contract negotiations.

Staff is recommending service options as once a week trash pickup using 95 gallon containers for residential sack & curbside recycling (garbage) plus residential heavy trash/brush at a price of \$12.55. Commercial rates are listed in the contract.

**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:** 3/30/2020 SLH

**Supporting documents attached:**

- Contract

**Recommendation:** Move to authorize a contract with Texas Pride Disposal for the City of Alvin’s Exclusive Solid Waste and Recycling Services, for a seven (7) year initial term, and two (2) additional three (3) year renewal options, using once a week service and 95 gallon containers.

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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**  
**SOLID WASTE AND RECYCLING AGREEMENT**

This Agreement is made and entered into as of \_\_\_\_\_ 2020, by and between the City of Alvin, Texas, a municipal corporation located principally in Brazoria County, Texas (hereinafter the “City”), and Texas Pride Disposal (herein after “Contractor”), with an effective date of \_\_\_\_\_ 2020.

**Section 1**  
**Definitions of Terms**

Whenever in this Agreement the following terms are used, they shall be defined as follows:

**Approved Disposal Site.** The term “approved disposal site” shall mean a refuse depository, including, but not limited to, sanitary landfills, transfer stations, incinerators, and waste processing/separation centers, licensed, permitted, or approved to receive applicable residential and/or commercial refuse for processing or final disposed by the Texas Commission on Environmental Quality, and all other agencies having jurisdiction thereof and requiring such licenses, permits, and approvals

**Brush.** The term “brush” shall mean the cuttings or trimmings from trees, shrubs, lawns, weeds, flowers, or other vegetation.

**Bulky Trash.** The term “bulky trash” means items of heavy trash, which can be picked up by two (2) persons and placed into a residential garbage truck without damaging or interfering with the function of the garbage truck.

**Bundled Brush.** The term “bundled brush” shall mean brush that is securely fastened together in bundles not measuring in excess of forty-eight (48) inches in length or fifty (50) pounds in weight.

**Cart.** The term “cart” shall mean a ninety (90) to ninety-five (95) gallon plastic container used for residential trash collection and light commercial trash collection.

**City.** The term “city” means the City of Alvin, Texas, and includes its successors and assigns.

**City’s Designated Contractor.** The term “city’s designated contractor” means the entity with whom the City has a contractual obligation to perform services for solid waste collection and disposal as described in this Agreement on behalf of the City.

**Commercial Heavy Trash.** “Commercial Heavy Trash” shall mean trash that is collected from commercial properties that fits in thirty (30) yard open top containers and be items of trash the size and type of which may be collected in an open truck by means of a grapple or the standard residential garbage truck. Examples of “commercial heavy trash” include, but are not limited to, limbs, brush, furniture, washers, dryers, refrigerators, or similar debris. These examples, however, shall not be considered an exhaustive list of items that may constitute heavy trash for purposes of this Agreement. Household appliances using Freon shall not be required to be collected unless such Freon has been removed by a certified technician evidenced by a certificate attached to the appliance to such effect. Arrangement for pickup between the Contractor and individual customer shall be negotiated between the individual parties.

**Commercial Refuse.** The term “commercial refuse” shall mean all refuse, garbage, solid waste, and other waste generated by, at, or within a commercial until, but not including construction debris or hazardous waste.

**Commercial Unit.** “Commercial Unit” shall mean all premises, locations, or entities, public or private, located within the corporate limits of City, and not a Residential Unit as decided herein.

**Construction Debris.** The term “construction debris” means lumber, shingles, concrete, and other materials generated by or resulting from construction and/or remodeling.

**Customer.** The term “customer” means a person or business that receives service for residential, commercial, or industrial solid waste services.

**Dumpster.** The term “dumpster” means a metal container at least two (2) cubic yards in size, with an attached lid and designed for use with a front-end, rear-end or side-loading packer truck.

**Excluded Waste.** The term “excluded waste” shall mean Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material, waste that Contractor reasonably believes would, as a result of or upon Disposal, be a violation of local, State or Federal law, regulation or ordinance, including land use restrictions or conditions, waste that cannot be Disposed of in Class III landfills, waste that in Contractor’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or City to potential liability.

**Garbage.** The term “garbage” shall mean municipal solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and/or consumption of food, including waste materials from markets, storage facilities, handling, and sale of produce and other food products.

**Hazardous Waste.** The term “hazardous waste” means any chemical compound, mixture, substance or article that is classified as hazardous by the United States Environmental Protection Agency or Texas Natural Resource Conservation Commission or their successor agencies.

**Residential Heavy Trash.** The term “residential heavy trash” shall mean trash that is collected once a month from residential areas that is up to (8) cubic yards in size and is considered “heavy trash” as defined herein. If the regularly scheduled pick up day is a City holiday, collection will shift to the previous or next business day.

**Generator.** The term “generator” shall mean any person located or residing within the City that produces solid waste or owns or occupies property upon which solid waste is produced.

**Recyclable Materials.** Recyclable materials” includes:

- a. Newspapers, magazines and catalogs, and other paper items such as mail, paper bags or other paper;
- b. Cardboard and paperboard boxes;
- c. Glass bottles and jars (excluding mirrors, windows, ceramics and other glass products);
- d. Metal cans composed of tin, steel or aluminum (excluding scrap metal); and
- e. Plastic containers, including all varieties of the types designated as #1, #2, #3, #4, #5 and #7.

**Recyclable Products.** The term “recyclable products” includes, but is not limited to, old newspapers, cardboard, glass bottles and jars, aluminum cans, and plastic bottles.

**Recycling Cart.** This term shall mean a cart provided by the Contractor to the Customer for the collection of recyclable materials.

**Refuse.** Shall mean non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish, including paper, rags, cardboard, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves and other similar materials; noncombustible rubbish, including glass, crockery, tin cans, aluminum cans, metal furniture, and like materials which will not burn at ordinary incinerator temperatures (1,600 to 1,800 degrees Fahrenheit), but not including Construction Debris.

**Residential Refuse.** Shall mean all garbage, refuse, solid waste, and other waste generated by, at, or within a residential unit, but not including hazardous waste.

**Residential Unit.** Shall mean a single-family dwelling, or multi-family dwelling having four (4) dwelling units or less, within the corporate limits of City, occupied by a person or group of persons, including, but not limited to, mobile homes, single-family dwellings, duplexes, duplex dwellings, and quad-plex dwellings. Mobile home parks utilizing community dumpsters shall be considered as Commercial Units for the purposes of this Agreement.

**Refuse Cart.** This term shall mean a cart provided by the Contractor to the Customer for the collection of residential refuse. This term shall also include “recycling bin.”

**Roll-off Container.** The term “roll-off container” means a large metal container with an open or closed top that can be rolled onto the back of a truck. Sizes of roll-off containers are generally twenty (20), thirty (30), or forty (40) cubic yards. Permanent roll off containers are for continuous use and temporary roll off containers are for temporary use of debris management.

**Solid Waste Services.** The term “solid waste services” as that term is defined in Section 363.004 of the Texas Health and Safety Code.

**Street.** The term “street” shall mean the surface of any public street, road, highway, alley, bridge, sidewalk, or other public place or way now or hereafter held by the City for the purpose of public travel, and shall include other easements or rights-of-way now held, or hereafter held by the City which, within their proper use and meaning, entitle City and Contractor to the use thereof for the purpose of collecting and transporting garbage and trash for ultimate disposal.

**Trash.** The term “trash” shall mean no putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible trash (rubbish) includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves and similar materials; noncombustible trash (rubbish) includes glass, crockery, tin cans, aluminum cans, metal furniture and like materials which will not burn at ordinary incinerator temperatures one thousand six hundred (1,600) degrees to one thousand eight hundred (1,800) degrees Fahrenheit).

## **Section 2 Scope of Services**

The Work to be done shall consist of providing Solid Waste Services (as defined above) which includes the collecting, processing, and/or disposing, at its own cost and expense, all Solid Waste (including

Garbage, Refuse, Rubbish and Heavy Trash), and Recyclable Materials collected from every Residential, Light Commercial, Commercial and Industrial Units within the corporate limits of the City, as the present and future boundaries exist.

1. Commercial. Contractor shall collect from each Commercial Unit within the City and dispose of commercial refuse and garbage in accordance with this paragraph. Contractor's collection of commercial refuse and garbage from commercial units, with regard to size and number of dumpsters and frequency of collection, shall occur according to the directive of the commercial customer. Contractor shall provide all dumpsters for use by all commercial units, which dumpsters shall allow commercial refuse and garbage to be contained, tied, or enclosed to prevent leaking, spilling, or blowing. A minimum sized dumpster of two (2) cubic yards shall be provided to each Commercial Unit. Contractor shall continue service to any commercial customer except upon notice from the City to cease operations.
2. Light Commercial. Contractor shall, once or twice each week, collect from each light commercial customer within the City and dispose of commercial refuse and garbage. Contractor shall provide ninety-five (95) gallon carts for such services. Light Commercial customers can choose one (1) or two (2) cart service.
3. Residential Refuse and Recyclable Materials. Contractor will collect Residential Refuse and Recyclable Materials from Residential Units ONCE per week; provided, that (a) such Residential Refuse is placed in a Refuse Cart or plastic garbage bag not exceeding fifty (50) pounds in weight, (b) Recyclable Materials are placed in a Recycling Cart, and (c) such Carts and/or bags are placed within five (5) feet of the curbside or right of way adjacent to the Residential Unit no later than 7:00 a.m. on the scheduled collection day.
4. Excess Residential Refuse and Recyclable Materials. Contractor shall only be responsible for collecting, hauling and recycling or disposing of Residential Refuse and Recyclable Materials placed inside the Carts and/or bags. However, such excess or misplaced Residential Refuse and Recyclable Materials may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Contractor in its sole discretion. Additional carts will be available for an additional \$5.00 (five dollars) monthly.
5. Bulky Trash and Bundles. Contractor will collect Bulky Trash and Bundled Brush from Residential Units once per week, as designated by the Contractor; provided, that the Bulky Trash or Bundled Brush (a) is placed at the curbside no later than 7:00 a.m. on the scheduled collection day, (b) is reasonably contained, and (c) does not exceed eight (8) cubic yards in total volume. Two (2) bulky items can be placed out for pick up each service day. Contractor will not collect Bulky Trash containing refrigerants unless such Bulky Trash has been certified in writing by a professional technician to have had "all such refrigerants removed."
6. Residential Heavy Trash. Contractor shall additionally furnish residential heavy trash pickup service up to eight (8) cubic yards in size on at least one (1) collection date(s) per month. Heavy trash shall include limbs and brush. Household appliances shall mean television sets, furniture, refrigerators, washing machines, dryers, stoves, and other like items. Household appliances using Freon shall not be required to be collected unless such Freon has been removed by a certified technician evidenced by a certificate attached to the appliance to such effect.
7. Additional Collections. In addition to the collections described above, Contractor shall, as requested by the City, collect and dispose of Refuse and Garbage from City Hall, the Police Station, the Fire Stations, the Public Services Facility, the Library, the EMS Building, the Parks Building,

the Senior Center, the Scout House, the VFW Hall, and each park in City's park system. Refuse and Garbage at such sites shall be placed in bins or dumpsters, which bins and dumpsters shall be provided and maintained by Contractor. This service shall be provided at no cost to City.

8. Other Collections. Contractor will provide sixty (60) roll-off containers and hauls, as designated by City for demolition, special events, and other cleanup projects. The debris collected will be of a non-hazardous nature. This service shall be provided at no cost to City, excluding disposal fees.

### **Section 3 Vehicles and Equipment**

1. Contractor shall provide and maintain a fleet of solid waste collection vehicles and equipment sufficient in number and capacity to perform the work and render the services required by this contract during peak and non-peak seasons. Contractor shall contain, enclose, or tie all waste and refuse in a manner that prevents spilling, leaking, or blowing. Contractor shall be responsible for immediate cleanup of all leakage, spillage, and blown debris resulting from equipment in compliance with all laws and manufacturers' specifications. Contractor's name and telephone number shall be clearly marked on both sides of each vehicle or equipment. Contractor shall provide the City with a list of vehicles and equipment that have been or shall be used to service this Agreement and shall notify the City of any deletions and additions as they occur. Contractor shall provide the year of manufacture on all vehicles and equipment. Contractor shall furnish a sufficient number of packer and roll-off container type trucks, with sufficient operators and workmen for each, to collect and dispose of all refuse in the City from residential units and commercial units. All equipment must be in good working order, and equipment may be inspected and approved by City before the execution of this Agreement.
2. All Dumpsters and Roll-off Containers shall be maintained by Contractor in good condition. Dumpsters will be changed, as needed, to maintain all health and safety concerns, free of charge. All other container movement will be as agreed by the Contractor and Customer. All Roll Off loads must meet the Texas Department of Transportation weight requirements.
3. Cart Delivery. Contractor shall deliver one (1) Refuse Cart and (1) Recycling Cart to each Residential Unit located within the City, and remove all old carts belonging to the previous Contractor. Thereafter, the Contractor shall provide any new Residential Unit with one (1) Refuse Cart and (1) Recycling Cart so that Contractor may service such Residential Unit.
4. Other Equipment. All other equipment utilized by Contractor, including dumpsters and roll-off containers, shall be freshly painted and kept in good repair and appearance, and in a sanitary condition at all times. Dumpsters shall be changed as needed to maintain public health and safety, at no charge to the Customer. All other container movement shall be as agreed by the Contractor and Customer.

### **Section 4 Collection Schedule and Frequency**

1. Residential Collections. Contractor shall schedule all residential collections by zone on either a Monday, Tuesday, Thursday, or Friday service day. No residential collection shall be made on Sundays unless Contractor is directed to do so by the City. Residential Services shall occur between 7:00 a.m. and 7:00 p.m. on the scheduled collection day(s). Contractor shall pick up Heavy Trash on the Wednesday of the specified residential collection zone.

2. Light Commercial Collections. Contractor shall discuss with each light commercial unit its collection days and frequency. No commercial collection will be made before 7:00 a.m. if such collection is in or adjacent to a residential neighborhood.
3. Commercial and Industrial Collections. Contractor shall schedule commercial and industrial collection at least once a week for Solid Waste (excluding Heavy Trash) to be contained within a dumpster.
4. Curbside Recycling Collections. Contractor shall pick up Recyclable Materials at least one (1) time a week from all Residential Customers.

### **Section 5 Collection Days and Routing**

1. Collection shall occur in a routine manner following established routes.
2. Contractor shall submit route maps to the City thirty (30) days prior to implementation of service. Maps will detail each collection route and show the starting point, general direction of travel and the ending points for Residential Collections. Contractor shall create routes based on customer needs for Light Commercial, Commercial, and Industrial Collections. Should a routing schedule change be approved, Contractor shall notify Customers in the affected area of the change in schedule or routing and the anticipated effect on the collection time. Notification shall be by door hangers and letters mailed to the affected Customers.
3. Contractor shall collect all items placed at the curb that are included in the Residential Waste Services on the first pass by of the Customer, except for Heavy Trash, which may be picked up on the first or second pass. Contractor may, in its sole discretion, reject any Excluded Waste provided by the Customer.

### **Section 6 Holiday Schedule**

1. Contractor must observe New Year's Day, Thanksgiving Day, and Christmas Day. Contractor may request additional holidays to be observed each calendar year prior to October 1st of the current calendar year for approval by the City. The City will provide 60-day advanced notice to Contractor if the City requires collection on a holiday or desires to modify the holiday schedule.
2. Contractor shall provide each Customer affected by a holiday at least one collection day during the Holiday week for garbage and recycling.

### **Section 7 Customer Service Office**

1. Contractor shall provide and staff an office facility to receive customer calls.
2. Contractor shall maintain a dedicated local telephone line or dedicated toll-free line to receive customer complaints or comments between 8:00 a.m. and 5:00 p.m., local time, Monday through Friday, and between 8:00 a.m. 12:00 p.m. on Saturdays.
3. Contractor shall also maintain a dedicated internet email address to receive complaints or comments from customers.

## **Section 8 Performance Standards**

Contractor and Contractor's employees shall adhere to the following performance standards:

1. Garbage/refuse containers shall be replaced upright within two (2) feet of Customer's placement without obstructing traffic, driveways, or damaging landscaping.
2. Dumpsters, Roll-offs and Compactors shall be replaced upright within eighteen inches (18") of the Customer's placement (request), without obstructing traffic or damaging landscape but allowing for accessible pick-up by Contractor.
3. Contractor shall not leave loose material, which during collection may fall in the streets or property of Customers and will collect any loose material that is generated during the collection operations.
4. Contractor shall maintain a consistent route schedule and comply with provisions related to hours of service.
5. Collection schedules shall be consistently performed as to morning or afternoon collection times.
6. Drivers are expressly forbidden to use their emergency brake to stop a moving vehicle, except in cases of emergencies.
7. Contractor will not use vehicles that leak oil, hydraulic fluid or other substances, or present an unhygienic or unsafe appearance.
8. Contractor shall propose and implement measures to prevent spillage with the mode of collection (automated/semi-automated) used by the Contractor and Contractor shall pick up any spillage caused by Contractor or its employees; and
9. Collection areas shall be free of litter and debris larger than three inches (3") within ten-foot radius of the garbage/refuse containers.

## **Section 9 Collections**

It is hereby agreed, understood and contracted that Contractor shall perform the following acts:

1. Residential Units. Contractor shall collect and dispose of Solid Waste (excluding Heavy Trash) placed in garbage and refuse containers from each Residential Unit not exceeding ninety-five (95) gallon in size at least once a week. Contractor shall collect and dispose of waste from each Residential Unit placed in bags of adequate strength, and that branches, brush and similar woody material are bundled and tied in lengths not exceeding five (5) feet, or having diameters not exceeding eighteen (18) inches, or overall weight exceeding fifty (50) pounds at least once a week, except for emergencies resulting from force majeure events or Acts of God, or when notified by the City to not pick up due to delinquent payment. Contractor shall collect and dispose of Bulky Trash (including Household Appliances) from each Residential Unit at least once a week. Household appliances shall mean furniture, washing machines, dryers, stove and the like (excluding refrigerators, freezers, televisions, and computers).

2. Light Commercial Units. Contractor shall collect and dispose of Solid Waste (excluding Heavy Trash) at least once a week. The total amount of Solid Waste (excluding Heavy Trash), from any Light Commercial Unit may not exceed ninety-five (95) gallon containers per week.
3. Commercial and Industrial Units. Contractor shall collect and dispose of Solid Waste from each Commercial and Industrial Unit within the City. Contractor's collection frequency shall occur according to directive of the Customer. Contractor shall provide all containers for use by all Commercial and Industrial Units, which containers shall allow to be Solid Waste to be contained, tied or enclosed so that leaking, spilling or blowing can be prevented. Commercial and Industrial Units upon or within which food is prepared, processed or served shall be provided collection services not less than twice weekly, except with the written permission from the City Manager or designee. Contractor shall not place dumpsters on City right-of-way without the written permission from the City Manager or designee.
4. City Facilities. Contractor shall collect and dispose of Solid Waste at all City Facilities as requested by the City. Solid Waste at each site shall be placed in bins or dumpsters provided by the Contractor. A current list of city facilities to be serviced is attached hereto as Exhibit A. This list may be amended over time, and these services shall be at no cost to the City. In addition, Contractor shall provide up to sixty (60) Roll-off containers with a capacity of forty (40) cubic yards to the City upon request during each calendar year.
5. Curbside Recycling Services. Contractor shall pick up all Recyclable Materials from every Light Commercial Unit (if Customer opted) and Residential Unit, once each week. Contractor shall provide a single ninety-five (95) gallon plastic cart for each Customer in the collection of Program Recyclable Materials. The Recycling Cart shall remain the property of Contractor. Contractor shall replace a Recycling Cart at no charge to the Customer if the Recycling Cart has been damaged through no fault of the Customer. If a Customer loses their Recycling Cart, the Customer can purchase a replacement cart at a price agreed upon between the City and Contractor.
6. Special Collections and Services. Upon written request and/or reasonable verbal notice from City, Contractor shall collect and dispose of Solid Waste, Recycling Materials, and Hazardous Waste, and perform similar services resulting from Special Events. Such events shall be civic oriented and will be held at Alvin Community College at various times of the year. Services for events may include roll-offs, dumpsters, and trash boxes. This service shall be of no cost to the City.
7. Non-Profit Civic Group Clean-up Efforts. Contractor shall make every reasonable effort to work with interested, responsible organizations to further the goals of keeping Alvin beautiful. Contractor shall work with non-profit, civic groups to organize citywide clean-ups.
8. Special Considerations. Contractor shall allow for special considerations for the elderly, handicapped, and other persons with physical disabilities.

## **Section 10 Customer Rates**

1. Subject to adjustments described in Section 11, Contractor shall perform Scope of Services identified in this Agreement in accordance with the rate schedule, attached hereto and incorporated

as Exhibit B. The rate schedule shall be updated annually based on the CPI Adjustment and the Fuel Adjustment. An updated Exhibit B shall be incorporated into the Agreement at the start of each new year. For all residential customers, light commercial, and commercial customers, the City shall bill directly, collect all fees, and compensate Contractor according the rate schedule in Exhibit B.

2. Contractor shall be compensated in accordance with the schedule of rates set forth in Exhibit C. City shall make all payments to Contractor for collections at residential and commercial units by ACH or by credit card. Except as expressly set forth herein, payments to Contractor shall be in full consideration of (1) doing all of the work contemplated, (2) all loss or damages arising out of the nature of the work aforesaid or from the acts of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, (3) all risks of every description connected with the work, (4) all expenses incurred by or in consequence of the suspension or discontinuance of work, and (5) well and faithfully completing the work and the whole thereof in the manner and according to the terms of this Agreement.

## **Section 11 Annual Customer Rate Adjustment**

1. CPI Adjustment. On each anniversary date of this Agreement, the Contractor shall have the right to increase or decrease the rates set forth in Section 11 hereto in accordance with the CPI-U. The City shall not unreasonably withhold, condition, or delay approval for any such requested rate adjustment. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the Houston, The Woodlands, and Sugar Land, Texas area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The CPI-U used will be the CPI-U published by the Bureau during the month of May in the prior year, to April of the current year, due to budget accommodations and changes for the City. The amount of the increase or decrease under this Section 12(b) shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve (12) month period.
2. Fuel Adjustment. Beginning on October 1, 2021, and on each October 1<sup>st</sup> thereafter, the Service Provider shall adjust all the rates herein if, during the previous Cost Adjustment Year, the average price of diesel fuel exceeded \$3.70 per gallon (the "Base Price"). Each adjustment shall become effective on October 1 and remain effective throughout such Cost Adjustment Year. The average price of diesel fuel will be determined by reference to the U.S. Energy Administration/ Department of Energy published price for diesel fuel – Gulf Coast Region. The following website (or any successor website) will be the source for such information: [https://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_r30\\_a.htm](https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r30_a.htm).

The average price of diesel fuel for each Cost Adjustment Year (each, an "Annual Average Price") shall be the average of the weekly fuel prices published for each week during the Cost Adjustment Year.

The fuel cost adjustment for any Cost Adjustment Year (each, a "Fuel Cost Adjustment") shall be the product of (i) 13.20%, and (ii) a fraction the numerator of which is equal to the difference between the Base Price and the Annual Average Price and the denominator of which is the Base Price. In the event the Annual Average Price is greater than the Base Price, the Fuel Cost Adjustment shall be an upward adjustment to all rates herein. In the event the Annual Average Price is less than the Base Price, the Fuel Cost Adjustment shall be a downward adjustment to all

rates herein; provided the rates never fall below the current fuel rates per the U.S. Energy Information Administration website.

3. Operating Cost Adjustment. In addition to the rate adjustments provided for in Section 11, at any time during the term of this Agreement, the Contractor or City may petition the other party for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in the Contractor's cost of operations, including, without limitation, increases or decreases in fuel costs; provided however, that any decreases cannot exceed the amount of all previous increases. At the time of any such petition, the party requesting such adjustment shall provide the other party with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment, and the City or Contractor shall not unreasonably withhold, condition or delay approval for any such requested rate adjustment.
4. Landfill Cost Adjustment. The parties acknowledge that the waste collected and disposed of pursuant to this Agreement will be disposed of by the Contractor at a Landfill(s) chosen by the Contractor in its sole discretion (the "Initial Landfill(s)"). In the event that the Contractor is unable to use the Initial Landfill(s) or any subsequent Landfill(s) due to reasons out of its control, the Contractor:
  - a. Shall have the right to dispose of the waste covered by this Agreement at another Landfill mutually acceptable to the Contractor and the City; and
  - b. Shall have the right, upon giving prior notice to the City, to increase the initial rates by an amount equal to the sum of (x) the amount, if any, that the disposal fees charged to the Contractor at such other Landfill(s) exceed those previously charged to the Contractor at the Initial Landfill(s) or any subsequent Landfill(s), and the amount, if any, that the transportation costs incurred by the Contractor in connection with transporting the waste to such other Landfill(s) exceed those that would have been incurred by the Contractor if such waste was transported to the initial Landfill(s) or any subsequent Landfill(s).
5. Governmental Fees. The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

## **Section 12**

### **Franchise Fees and Remuneration**

1. Residential Units. The City shall bill Residential Units directly. The City shall pay Contractor on a monthly basis, and payment shall be received by the Contractor within thirty (30) days of the month following the month service was rendered. The parties agree that the remittance shall be based on the number of Residential Units billed by the City for the month of service that was rendered. The City shall use the billing reports ending on the last day of the preceding month in order to determine the total number of Residential Units.
2. Light Commercial, Commercial, and Industrial Units. The City shall bill Commercial Units directly and shall pay Contractor on a monthly basis, and such remittance shall be received by the Contractor by the 20th of the month following the month service was rendered. The parties agree that the remittance shall be based on the number of Commercial Units billed by the City for the

month of service that was rendered. The City shall use the billing reports ending on the last day of the preceding month in order to determine the total number of Residential Units.

3. Roll-Offs. Contractor will handle all aspects of customer service and customer charges of roll-off and compactor containers for customers within the City, and the Contractor will submit ten (10%) percent of total charges as a monthly franchise fee to the City. Roll-off services shall be billed by a flat haul rate plus the applicable tonnage weight multiplied by an amount per ton, with a 3-ton minimum (i.e. haul plus disposal). The City will be paid a monthly franchise fee based on the monthly gross roll-off billings. The payment will be made by a separate check, ACH or other payment method mutually agreed to payable to the City.
4. Marketing Materials. Contractor agrees to donate \$7,200 to the City annually, to be paid within thirty (30) days of each October 1, for the term of this Agreement. The City will use the donated funds for the purpose of notifying citizens of services, special projects, contact information, and other additional information as may be warranted.
5. City Fireworks Display. Contractor agrees to donate \$15,000 to the City on each June 1, to assist the City with the City's annual fireworks display.
6. Scholarships. Contractor agrees to partner with the City to donate \$2,000 to Alvin ISD students on each January 1, to fund two (2) students with college academic scholarships. Contractor will submit payment directly to the selected students.
7. Keep Alvin Beautiful. Contractor shall donate \$6,000 to the City on each June 1, to the Keep Alvin Beautiful Fund. This donation shall be paid directly to Keep Alvin Beautiful.
8. Bi-Annual Clean-Up and Hazardous Waste Event. Contractor is requested to provide roll-off containers at least two (2) times a year for a community wide clean-up event. In addition, the City may conduct a Household Hazardous Waste Collection Event, and Contractor will collect hazardous waste including municipal solid waste consisting of putrescible animal and vegetable waste materials, waste materials from markets, storage facilities, and paper shredding, tire collection, electronics, etc. Contractor shall provide these services shall be provided at no cost to City.

### **Section 13**

#### **Safety and Other Regulations**

1. Safety. Contractor shall perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with Occupational Safety and Health Administration (OSHA) and other laws, as they apply to its employees. Contractor shall be responsible for instructing its employees concerning safe working habits and shall be responsible for compliance with all OSHA regulations.
2. Nondiscrimination. Contractor agrees to comply with all applicable federal and state laws and regulations, and City ordinances, prohibiting the discrimination against any person because of race, color, national origin, age, disability, veteran status, sex, marital status, political or religious opinions or affiliations, or membership or non-membership in employee organizations.
3. Alcohol and Drug Free Policy. The employees of contractor must be drug and alcohol-free during performance of the collection service. Any violation of this policy will be grounds for immediate termination of this Agreement.

4. Representations. Contractor represents and warrants that it has dedicated and made available, and at all times during the term of this Agreement shall keep available sufficient equipment and personnel to service adequately the refuse and garbage collection requirements of this Agreement. Contractor hereby represents and warrants that it has all requisite corporate power and authority to execute and deliver services pursuant to this Agreement, to consummate the transactions contemplated hereby, and to perform all the terms and conditions hereof to be performed by it. The execution and delivery of this Agreement by Contractor, the consummation of the transactions contemplated hereby, and the performance by Contractor of all the terms and conditions hereof to be performed by it, have been duly authorized and approved by all requisite corporate action on the part of Contractor.

The City represents that it has entered into this Agreement pursuant to an appropriate Resolution adopted by its governing body at a public meeting called for such purpose in compliance with the Texas Open Meetings Act and that the officers executing this Agreement are duly authorized to act on behalf of City.

5. Non-appropriation. City shall be obligated to pay its obligations hereunder from funds budgeted and appropriated for that purpose. Should City fail to appropriate funds to pay its obligations hereunder for any budget year during the term of this Agreement, other than City's current budget year, this Agreement shall be deemed terminated at the end of the budget year preceding the budget year for which such appropriation is not made. City agrees to deliver notice to Contractor of such termination at least sixty (60) days prior to the end of the budget year preceding the budget year for which such appropriation is not made. Termination of this Agreement by City in accordance with this Section shall not constitute an act of default by City, and upon such termination City shall have no further obligations hereunder.

#### **Section 14 Insurance**

Contractor shall comply with every condition contained herein. Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of this Agreement with the City. Policy must be with an insurance company or companies with an A -rated, best -rated or better, licensed to write such insurance in the State of Texas.

1. Commercial General Liability Insurance. At a minimum, combined single limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent successful proposers, and contractual liability each at \$500,000 per occurrence. Coverage must be written on an occurrence form.
2. Automobile Liability Insurance. Shall be no less than \$1,000,000 combined single limit each accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.
3. Endorsement. Policies shall be endorsed to provide the City a thirty (30) day notice of cancellation, material change in coverage, or non-renewal of coverage. Applicable policies shall also be endorsed to name the City of Alvin as an additional insured on General Liability and Auto policies.
4. Waiver. Waiver of Subrogation, in favor of the City, with respect to General Liability, Auto and Workers' Compensation (or equivalent).

5. Workers' Compensation Insurance. Workers' Compensation Insurance (or equivalent) at statutory limits, including employer's liability coverage at minimum limits. In addition to these, Contractor must meet each stipulation required by the Texas Workers Compensation Commission.
6. Notice of Cancellation or Reduction. Said policies of liability insurance shall contain the provisions that written notice of expiration, cancellation, or reduction in coverage of the policy shall be delivered to the City Secretary and to the Contractor at least thirty (30) days in advance of the effective date thereof.
7. Approval of Insurance Provider; Filings with the City. Contractor shall provide all insurance policies provided by insurance companies reasonably acceptable to the City. Approval of an insurance provider shall nor be unreasonably withheld, conditioned or delayed. In lieu of filing insurance policies as otherwise required in this section, Contractor may file certificates of insurance evidencing such compliance, provided the appropriate endorsements are contained thereon, including the notice of cancellation or reduction requirements in the sections above.
8. Term. Such insurance policies shall be kept in full force and effect by Contractor for the entire term of this Agreement.

#### **Section 15 Bid/Performance Bond**

Contractor shall maintain in full force and effect during the term of this Agreement a Performance Bond in the amount of \$250,000. Contractor shall be responsible for any premium payment required for the Performance Bond and maintaining such Bond throughout the term of this Agreement. A certificate showing that the Performance Bond premiums are paid in full shall accompany the original Performance Bond to be filed with the City, and such certificate shall be submitted to the City on an annual basis. The surety that issues the Performance Bond shall be authorized to do business in the state of Texas.

#### **Section 16 Ownership of Waste**

Title to Solid Waste and Program Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Cart, Dumpster or Roll Off, or removed by Contractor from the Customer's premises, whichever last occurs. Contractor shall not be required to collect or dispose of any materials or substances that may not lawfully be disposed of at a Type I or Type IV Landfill permitted by the Texas Commission on Environmental Quality. Title to and liability for Excluded Waste shall not pass to Contractor. Contractor shall cause all refuse and garbage collected by Contractor pursuant hereto within City to be disposed of at a State of Texas permitted disposal site.

#### **Section 17 Minimum Program Recyclable Materials**

Contractor shall, at a minimum, collect all Program Recyclable Materials from Light Commercial, Commercial, and Industrial Units (if Customer opted) and from all Residential Units.

#### **Section 18 Use of Streets**

1. Spillage. It is understood and agreed that Contractor shall not be required to clean up, collect, or dispose of any loose or spilled Solid Waste or Recyclable Materials not caused by Contractor's rendering of Services, or be required to collect and dispose of any excess Solid Waste or Recyclable Materials placed outside of the Containers by any Customers. Contractor may report the location of such conditions to the City so that the City can issue proper notice to the Customer instructing the Customer or occupant to properly contain such Solid Waste and/or Recyclable Materials. Should excess Solid Waste and/or Recyclable Materials continue to be placed outside the Containers, the City may require the Customer to increase the frequency of collection of such or require Customer to utilize a Container with sufficient capacity so that the excess Solid Waste and/or Recyclable Materials will be regularly contained. Contractor shall be compensated for these additional services and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection. Contractor shall do and perform all commercially reasonable acts necessary to prevent spillage from equipment used by Contractor in the collection and transportation of the same. In the event spillage of refuse occurs, Contractor shall remove all such spillage from City's streets and from properties adjacent thereto or affected thereby, whether public or private.
2. Destruction of Streets. No surface of any paved street shall be cut or damaged by Contractor by the negligent or reckless operation of its collection and transportation equipment other than ordinary wear and tear. The surface of any street cut or damaged by Contractor in the negligent or reckless operation of any such equipment shall be replaced or repaired to its original condition to the reasonable satisfaction of City. Should Contractor's negligent or recklessness cause damage to any street, Contractor shall be liable to City for any such damage, and failure by Contractor to reimburse City for any sums required to be expended by City for any reasonably necessary costs of repair shall constitute an event of default.
3. Destruction or Damage to Private Property. Contractor shall be liable for any damage or destruction to private property occurring as a result of the negligent or reckless performance of services hereunder. In the event any such damage or destruction shall occur, Contractor shall cause such repair or replacement as shall be reasonably necessary to restore such damaged or destroyed private property to its condition prior to such damage or protection.

### **Section 19 Litter and Odor Control**

It is understood and agreed that Contractor shall clean up any litter larger than three (3) inches within a ten-foot radius of Collection Area caused by the provision of services. Collection equipment shall be maintained as to prevent odors. Contractor shall routinely clean collection equipment to maintain a standard of cleanliness.

### **Section 20 Disposal Site**

Contractor shall dispose of all Solid Waste and Green Waste collected under this Agreement at a permitted Disposal Site. The Disposal Site shall be licensed and permitted as required by all governmental bodies having jurisdiction for disposing of solid waste.

### **Section 21 Personnel**

Contractor shall provide all personnel required to perform the scope of services during the term of this Agreement, including the following:

1. Contractor shall provide a 24-hour representative that is authorized to make decisions and act on its behalf, accessible to the City twenty-four (24) hours a day via a non-toll call from the City.
2. Contractor will hire and maintain qualified personnel to provide the scope of services, including an operations manager.
3. Contractor will hire personnel who normally or regularly come into direct contact with the public. Contractor shall ensure such personnel bear some means of individual identification, such as uniform with name badges, name tags, or identification cards.
4. Contractor shall ensure all appropriate personnel have a valid commercial driver's license.
5. Contractor shall require that all personnel shall serve the public in a courteous and helpful manner. The City may require that any personnel that are discourteous, belligerent, profane, or in any way intimidating toward Customers be barred from further work under this Agreement.

## **Section 22 Subcontractors**

Contractor shall not subcontract any task under the Agreement without the written consent of the City. Contractor shall submit a list of potential subcontractors for advance approval of the City.

Subcontractors shall be considered employees of Contractor under the terms of this Agreement. Contractor shall properly supervise and instruct subcontractor to assure that the subcontractor complies with all requirements of this Agreement in performing any work hereunder.

## **Section 23 Recordkeeping and Reporting**

Contractor shall be responsible for maintaining and submitting electronic monthly and annual reports to the City. Monthly reports shall be submitted to the City no later than twenty (20) days following the end of the reporting period. All records shall be available to City at reasonable times and places throughout the Agreement and for a period of five (5) years after the last or final payment. Reports will have information specified below and be in electronic format:

1. Accounting. Contractor shall be required to keep complete and accurate books of account and records of its business and operations in connection with this agreement. The City may require the keeping of additional records or accounts, which are reasonably necessary for purposes of identifying, accounting for, and reporting revenues, uncollectables, and expenses.
2. Collection Stats. Contractor shall provide the City with monthly reports that shall include cubic yardage of materials collected per month. The following reports shall be due the 10<sup>th</sup> day of the following month:
  - a. Document solid waste and bulky waste tonnage delivered to disposal facility;
  - b. Document recyclable materials delivered to recyclable facility;

- c. Document Bulky Waste delivered to Recyclable Facility; and
  - d. Identify unaccepted loads by date observed, route, and facility.
3. Review by City. Contractor shall provide the City with access at reasonable times and for reasonable purposes, to examine, audit, review, and/or obtain copies of the papers, books, accounts, documents, and other records of Contractor's company pertaining to the Agreement. Contractor shall fully cooperate in making available its records and otherwise assisting in these activities.
  4. TCEQ Reports. Contractor will prepare annual TCEQ reports that will include information on recycling activities and waste collections volumes. Contractor shall provide the City with a copy of these reports.
  5. Waste Audit Report. Contractor agrees to perform an Annual Waste Audit beginning with the October 1, 2021, contract year. The audit shall be performed and submitted to the City of Alvin within sixty (60) days of the October 1<sup>st</sup> annual renewal.
  6. Annual Reporting to City Council. On an annual basis, and no later than 30 days after the 12<sup>th</sup> month of each fiscal year (i.e. October), Contractor shall attend and provide City Council with an update of their operations. This shall include any issues they have been presented with during the preceding year.
  7. Other. Contractor shall provide other miscellaneous reports as requested:
    - a. Document complaints, on a daily-basis, including the address, time and date for each and the reason, and resolution;
    - b. Such other documents and reports, as the City may reasonably require, to verify compliance with the Agreement or to meet the City's reporting requirements;
    - c. Other recordkeeping and reporting requirements as agreed upon by City and Contractor.

## **Section 24 Complaints**

1. Contractor shall manage customer complaints, including incoming phone calls, and emails addressing concerns, and resolving issues.
2. All Customer complaints about services shall be made and routed directly to Contractor and shall be given prompt and courteous attention.
3. Contractor shall resolve all complaints next business day of receipt of such complaint and report monthly to City.
4. In the case of alleged missed collections, Contractor shall make every effort to collect the material on the same day; but it must be collected within one business day after the complaint is received.

Should Contractor for any reason after being notified fail to make any collection, then the City, without further notice, may cause the same to be picked up and disposed of and shall deduct or bill to Contractor the City's cost as well as bill or deduct Contractor's pro-rata unit charge or rate for providing the service.

5. Any complaint from a Customer that is not resolved to Customer's satisfaction may be managed by the City. The City shall contact Contractor to review the complaint. Contractor shall have five (5) business days from the date the City contacted Contractor to review the complaint to demonstrate that the complaint was resolved consistent with the performance standards outlined in this Agreement. If Contractor cannot demonstrate that it met the performance standards outlined in this Agreement within the five (5) business day period, then the complaint shall be considered by the City to be unresolved, and the City shall have the authority to assess liquidated damages on Contractor. Contractor may appeal any liquidated damages assessment to the City in writing within five (5) business days of the date of the decision of the City. The City Manager or designee's decision shall be final.

## **Section 25 Termination**

1. Termination by the City. The City may terminate the Agreement in the event of default by Contractor and failure by Contractor to cure such default after receiving notice thereof, as provided in this subsection. Default by the Contractor shall occur if Contractor fails to observe or perform all of its duties under this Agreement. Should such a default occur, the City may deliver a written notice to Contractor describing such default and the proposed termination date. Such date may not be sooner than sixty (60) days following receipt of the notice. The City, at its sole option, may extend the proposed date of termination to a later date. If, thirty (30) days prior to the proposed date of termination Contractor cures such default to the satisfaction of the City, the proposed termination shall be ineffective. If Contractor fails to cure such default to the satisfaction of the City prior to the proposed date of termination, this Agreement is deemed terminated on such date.
  - a. The following, by way of example but not limitation, may be considered grounds for cancellation, in whole or part:
    - i. Failure of Contractor to perform or observe any of the obligations, agreement, and conditions required to be performed or observed;
    - ii. Failure of the Contractor to commence work operations within the time specified in the Agreement;
    - iii. Failure of the Contractor to provide and maintain sufficient labor and equipment to properly execute working operations. Contractor shall, at its own cost and expense, provide all trucks, machinery, equipment, tools, superintendence, labor insurance, and other accessories necessary to efficiently and properly render such refuse collection, transportation, and disposal services;
    - iv. Evidence that the Contractor has abandoned the work;
    - v. Evidence that the Contractor has become insolvent, bankrupt, or otherwise financially unable to carry out the work satisfactorily;

- vi. Failure on the part of the Contractor to comply with the terms of the Agreement or any requirements given by the City provided for in this document; or
  - vii. Indication that the Contractor has made an unauthorized assignment of the Contract or any funds due there from for the benefit of any creditor or for any other purpose.
- b. Within thirty (30) days after the date of termination, Contractor shall submit a statement to the City showing in detail the services performed under this Agreement to the date of termination. The City agrees to compensate Contractor for that portion of the prescribed charges for which the services were actually performed under this Agreement and not previously paid.
- c. In addition to, or in lieu of, the termination procedure set forth above, the City may take any or all of the following actions in the event of a default by Contractor:
- i. The City determines and notifies Contractor such default poses an immediate threat to the health or safety of any person or to any property interest, and if Contractor has not cured such default within twenty-four (24) hours after receipt of such notice, the City shall have the right to perform or cause to be performed all or part of the work necessary to cure such default. In the event that the City performs such work, or caused it to be performed, Contractor shall compensate the City for cost thereof. The City shall have the right to deduct any such compensation due to the City from any sums otherwise due and owing Contractor;
  - ii. The City may withhold all or part of any sums which would otherwise be due to Contractor, but which relate to such default, either until such time as such default is cured or if such default cannot be cured, forever;
  - iii. In the event that Contractor shall fail to perform any of the material provisions of this Agreement, the City shall promptly notify the Contractor of its noncompliance, stating with particularity the facts relating thereto and the period of time Contractor has to comply. Thereafter, if the event or condition is not corrected or otherwise made to comply with the terms of this Agreement within the period of time specified by this section 25 (1), the same shall constitute an act of noncompliance; or
  - iv. The City may seek reasonable damages and/or attorneys' fees (if damages have been incurred) for breach of agreement and apply the cash bond proceeds to said claims.
2. Termination by Contractor. Contractor may terminate its performance under this Agreement only in the event of default by the City and a failure by the City to cure such default after receiving notice thereof. Default by the City shall occur if the City fails to observe any of its material duties under this Agreement. Should such a default occur, Contractor may deliver a written notice to the City describing such default, specifying the provisions of the Agreement under which Contractor considers the City to be in default, giving sufficient details of the alleged breach to enable the City to cure and the proposed date of termination. Such date may not be sooner than sixty (60) days following receipt of the notice. Contractor, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, the City cures such default, then the proposed termination shall be ineffective. If the City fails to cure such default prior to the

proposed date of termination, Contractor may terminate its performance under this Agreement as of such date.

**Section 26  
Sales Tax**

Contractor agrees to provide the City with adequate assurance that all sales taxes collected in the City of Alvin by Contractor will be deposited with the State.

**Section 27  
Liquidated Damages, Licenses, Permits**

1. Liquidated Damages. In the event Contractor breaches its obligations under this Agreement, the City and Contractor agree that the damages that the City will incur are and will be impractical and extremely difficult (if not impossible) to establish. In a reasonable effort to ascertain the City's damages, the City and Contractor have agreed that the damages listed in the schedule below are a reasonable forecast of just compensation for the damages the City will incur and are not penalties. Contractor shall have the right to appeal an assessment of liquidated damages to the City Manager. Contractor shall notify the City Manager of an appeal within ten (10) business days of receipt of the liquidated damage assessment.

<b>Omission/Incident</b>	<b>Amount of Liquidated Damages</b>
Commencement of collection prior to 7:00 a.m. except as expressly permitted herein	\$100 per incident (each truck on each route is one incident)
Failure to clean-up and collect Contractor caused spillage	\$100 each incident to a maximum of \$500 per truck per day for Cart or Container
Failure to complete a City residential block. An incomplete block is where more than five (5) houses within the same block for either trash, recycling or bulk are not collected	\$150 per incident
Days incomplete. Day are uncompleted if more than four (4) blocks are not collected on the scheduled day	\$1000 when not completed on the scheduled day; \$2500 when uncompleted days are not recovered by the next calendar day
Failure to deliver or replace Garbage Carts, or Curbside Recycling Wheeled Containers for any reason with five (5) business days of notification	\$50 per container per incident
Any collection misses, at the same address, within one year after Contractor's receipt of 2nd notice regarding no collection	\$100 per incident
Failure to submit complete and accurate monthly and annual reports by specified deadlines	\$500 each
Failure to place carts or containers back at Customer's original set out location	\$500 for over 50 incidents per month

2. Licenses and Permits. Contractor shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the conduct of Contractor's operation herein.

**Section 28**  
**Term of Agreement; Geographic Boundaries**

1. The term of this Agreement shall be for a period of seven (7) years, commencing on October 1, 2020, and concluding on September 30, 2027.
2. At the expiration of the term of this Agreement, the City shall have the option to extend this Agreement for two (2) additional periods of three (3) years, provided that the City provides the Contractor with written notice of its intent to extend this Agreement at least one hundred and eighty (180) days prior to the expiration date of the Agreement (September 30, 2028), by registered mail, return receipt requested, and Contractor has not provided prior written notice of its intent to terminate at least one hundred and eighty (180) days prior to expiration of the initial seven-year term of this Agreement (September 30, 2028).
3. If Contractor provides prior notice of termination for such purposes, or if the City fails to exercise its option to extend this Agreement for an additional three-year term, this Agreement will cease to be renewed and will terminate on September 30, 2028, unless terminated early as provided herein. The City reserves the option to renew this Agreement for up to two (2) additional three (3) year terms in accordance with the provisions of this Agreement.
4. Contractor shall have the sole and exclusive right, license, and privilege to provide the services provided for in this Agreement within the geographic boundaries of the City, as those boundaries exist on the date of this Agreement. If the City annexes additional land into its corporate limits during the term of this Agreement and the annexed land has or will require such services, Contractor shall, upon written request of the City, provide such services for the annexed land in accordance with the terms and conditions of this Agreement.
5. Indemnification. Contractor specifically agrees to indemnify and hold City, its officers, agents, and employees, harmless from all liability, damage, cost, or expense arising from claims for injury to persons, damage to property, or penalties occasioned by reason of any negligent or reckless conduct undertaken by Contractor or its employees under this Agreement. City shall not and does not by reason of this Agreement assume any liability of Contractor whatsoever for injury to persons, damage to property or penalties. Provided further, Contractor agrees to indemnify, defend, and hold harmless the City from all liability (including reasonable attorney's fees) for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as superfund), or comparable state law incurred as the result of the Disposal under the Agreement after the date hereof of the City's waste materials at a facility (defined below). It is understood and agreed that this indemnity shall be null and void in the event of any breach by the City of any of the terms of the Agreement including, without limitation, the City's warranties regarding the waste materials delivered to the Contractor. For purposes of this indemnification, "facility" shall mean those disposal facilities owned by the Contractor or owned by a company under common ownership and control of the Contractor.
6. Release. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense

thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder.

This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the firm, or any third party.

7. Revocation of Agreement. In addition to all other rights and powers of the City by virtue of this Agreement or otherwise, City reserves as an additional and as a separate and distinct power the right to terminate and cancel this Agreement and all rights and privileges of Contractor hereunder in any of the following events or for any of the following reasons, which events and reasons shall constitute an event of default by Contractor:
- a. Violation of Provisions. Contractor shall by act or omission violate any term, condition, or provision of this Contract and shall fail or refuse to effect compliance within fifteen (15) days following written demand by City to do so.
  - b. Insolvent or Bankrupt. Contractor becomes insolvent, unable, or unwilling to pay its debts or adjudged bankrupt or all or any part of Contractor's equipment or facilities are sold under an instrument to secure a debt and are not redeemed by Contractor within thirty (30) days from the date of such sale.
  - c. Fraud or Deceit. Contractor attempts to or does practice any fraud or deceit in its conduct or relations under this contract with City, or with any customer, or potential customer within City.
  - d. Method of Termination and Cancellation. Any such termination and cancellation of this contract shall be by Resolution adopted by the City Council; provided, however, before any such Resolution is adopted, Contractor shall be given at least thirty (30) days advance written notice, which notice shall set forth the causes and reasons for the proposed termination and cancellation, shall advise Contractor that it will be provided an opportunity to be heard by City Council regarding such proposed action before any such action is taken, and shall set forth the time, date, and place of the hearing.

### **Section 29 Impediments**

Contractor shall only be responsible for providing Solid Waste service to Customers whose Carts, Dumpsters, or Compactors are accessible to Contractor. If there is an impediment to collection, such as house repair/construction, street repair/construction, vehicles parked in the street, utility repair/construction, Contractor shall notify the City of any such impediment including specific locations. Contractor shall be required to put forth a good-faith effort to collect all Solid Waste.

### **Section 30 Silence of Specifications**

The apparent silence of these specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretation of these specifications shall be made on the basis of this statement.

### **Section 31 Force Majeure**

The performance of this Agreement may be suspended, and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended, and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not limited to, acts of God, acts of war, accident, explosion, fire, riots, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations. In the event of a natural disaster or terrorist act, Contractor and the City shall negotiate the payment to be made to Contractor. Further, when the parties reach such agreement, the City shall grant Contractor variances in routes and schedules, as deemed necessary.

### **Section 32 Disaster Relief Services**

Contractor shall provide special collection and disposal services that may be required due to damage or destruction from flood, tornado, hurricane, or other similar disaster. Provided further, nothing contained in this Contract shall be construed to limit City's authority to contract with one or more additional vendors to provide temporary collection and disposal services when deemed by City as necessary or appropriate to provide disaster relief. The Contractor shall follow Disaster plan as provided and agreed to with rates and execution plan between the City and Contractor, which is attached hereto as Exhibit D. The fees and charges for such disaster relief services shall not exceed the fees and charges therefore set for in Exhibit D provided by the Contractor.

### **Section 33 Governing Law**

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States located in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement and venue for any legal action or proceeding arising under or relating to the Agreement herein shall lie exclusively in Brazoria County, Texas. Contractor agrees that the City has not, and does not, waive any immunities or exemptions, defenses, or sovereign immunity, to which the City, its officers and employees, are entitled by law.

### **Section 34 INDEMNITY AND RELEASE**

**CONTRACTOR ASSUMES ALL RISKS OF LOSS OR INJURY TO PROPERTY OR PERSONS CAUSED BY ITS WILLFUL OR NEGLIGENT ACTS OR OMISSIONS IN THE PERFORMANCE OF THE SERVICES. CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS, DIRECTORS, EMPLOYEES, OFFICERS AND SERVANTS FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES, LOSSES OR EXPENSES (INCLUDING, BUT**

**NOT LIMITED TO, REASONABLE ATTORNEYS' FEES) CAUSED BY A WILLFUL OR NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS AND EMPLOYEES. HOWEVER, CONTRACTOR SHALL NOT BE LIABLE FOR ANY LEGAL PROCEEDINGS CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES AND ATTORNEYS' FEES CAUSED BY AN EXCLUSIVELY WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE CITY, ITS AGENTS, DIRECTORS, EMPLOYEES, OFFICERS AND SERVANTS.**

**CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE CONTRACTOR'S WORK TO BE PERFORMED HEREUNDER.**

**THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.**

**Section 35  
Severability**

In the event any term, covenant, or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant, or condition herein contained, provided that such invalidity does not materially prejudice either Contractor or the City in their respective rights and obligations contained in the valid terms, covenants, or conditions herein.

**Section 36  
Entire Agreement**

This Agreement constitutes the entire agreement of the parties. There have been no representations made other than those contained in this Agreement.

**Section 37  
Third Parties**

Nothing contained in the Agreement shall be constructed to provide rights to third parties.

**Section 38  
Notices**

All notices and reports required to be given hereunder shall be deemed given to the parties when mailed, postage prepaid, to the parties following the respective addresses:

When to the City: City of Alvin  
216 West Sealy Street  
Alvin, Texas 77511  
Attn: City Manager

When to the Contractor: Texas Pride Disposal  
4411 Landrum Lane  
Missouri City, Texas 77489  
Attn: Kevin Atkinson

When to the City for payment: City of Alvin  
216 West Sealy Street  
Alvin, Texas 77511  
Attn: Accounts Payable

**Section 39**  
**Exhibits**

Exhibit A – Schedule of City Facilities

Exhibit B – 2020-2021 Rate Schedule

Exhibit C – Collection Policies

Exhibit D—Disaster Relief Plan

In witness hereof, Contractor and the City have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**TEXAS PRIDE DISPOSAL**

\_\_\_\_\_  
Kevin Atkinson, Owner

**CITY OF ALVIN, TEXAS**

---

Junru Roland, City Manager

Attest:

---

Dixie Roberts, City Secretary

Approved as to form:

---

Suzanne Hanneman, City Attorney

# Exhibit A

## City Facilities

Name	Location	Type of Container/Dumpster	Quantity
CITY OF ALVIN – SUBSTATION	110 MEDIC LANE	95 gallon cart/weekly	1
CITY OF ALVIN PUBLIC WORKS	1100 W. HWY 6	8yd/3 times weekly	1
CITY OF ALVIN ANIMAL CONTROL	550 W. HWY 6	4yd/3 times weekly	1
CITY OF ALVIN LIBRARY	2100 N. GORDON	95 gallon cart/twice weekly	1
CITY OF ALVIN DEPOT	121 E. WILLIS ST.	95 gallon cart/ twice weekly	1
CITY OF ALVIN VFW HALL	812 S. DOUGLAS	95 gallon cart/weekly	1
ALVIN POLICE DEPT	1500 S. GORDON	6yd/twice weekly	1
CITY OF ALVIN – FIRE	302 HOUSE ST. W.	4yd/2 times weekly	1
AMERICAN LEGION HALL	206 S. DURANT	6yd/weekly	1
CITY OF ALVIN/PARKS SENIOR	309 W. SEALY	4yd/2 times weekly	1
CITY OF ALVIN - CITY HALL	216 W. SEALY	3yd/3 times weekly	1
CITY OF ALVIN PARKS –LYONS	1060 COLLEGE	6yd/twice weekly	1
CITY OF ALVIN SCOUT HOUSE	1006 W. ADOUE	95 gallon cart/weekly	1
CITY OF ALVIN - MORGAN PARK	1500 W. SOUTH ST.	4yd/2 times weekly	1
CITY OF ALVIN - SEWER TRNT	7100 C.R. 160	6yd/weekly	1
CITY OF ALVIN - FIRE STAT #3	2700 F.M. 1462	95 gallon cart/weekly	1
CITY OF ALVIN/PARKS POOL	909 BAYOU DR.	6yd/twice weekly	1
CITY OF ALVIN PARKS DEPT	800 DYCHE LANE	6yd/twice weekly	1

# Exhibit B

## 2020-2021 Rate Schedule

**EXHIBIT "B"**  
**CITY OF ALVIN**  
**SOLID WASTE SCHEDULE**  
**EFFECTIVE 10/01/2020**

Residential Sack & Curbside Recycling (Garbage)	\$11.25	per month
Residential Heavy Trash/Brush	\$1.30	per month
(1) 95 Gallon Cart (1 time/week) Light Commercial	\$29.00	per month
(1) 95 Gallon Cart (2 times/week) Light Commercial	\$39.00	per month
Limb & Brush	\$10.00	per cubic yard

**COMMERCIAL RATE SCHEDULE**

CONTAINER SIZE	Lifts Per Week						Extra-Lifts
	1	2	3	4	5	6	
<i>2 Cubic Yard</i>	\$ 60.00	\$ 88.00	\$ 104.00	\$ 130.00	\$ 157.00	\$ 185.00	\$ 50.00
<i>3 Cubic Yard</i>	\$ 73.00	\$ 112.00	\$ 154.00	\$ 197.00	\$ 241.00	\$ 285.00	\$ 50.00
<i>3 Cubic Yard Recycle</i>	\$ 68.00	\$ 107.00	\$ 149.00	\$ 191.00	NA	NA	\$ 50.00
<i>4 Cubic Yard</i>	\$ 84.00	\$ 130.00	\$ 177.00	\$ 224.00	\$ 271.00	\$ 345.00	\$ 50.00
<i>6 Cubic Yard</i>	\$ 105.00	\$ 175.00	\$ 225.00	\$ 300.00	\$ 375.00	\$ 450.00	\$ 50.00
<i>8 Cubic Yard</i>	\$ 126.00	\$ 222.00	\$ 304.00	\$ 410.00	\$ 510.00	\$ 620.00	\$ 50.00
<i>8 Cubic Yard Recycle</i>	\$ 116.00	\$ 212.00	\$ 294.00	\$ 376.00	NA	NA	\$ 50.00
<i>6 Cubic Yard Comp</i>				\$ 850.00	\$ 1,025.00	\$ 1,250.00	\$ 150.00

**ROLL OFF  
CONTAINERS**

Haul Rates	Haul	Delivery	Rental*	Disposal/ Ton **
<i>20 yard</i>	\$ 200.00	\$ 100.00	\$ 3.00	\$ 28.00
<i>30 yard</i>	\$ 200.00	\$ 100.00	\$ 3.00	\$ 28.00
<i>40 yard</i>	\$ 200.00	\$ 100.00	\$ 3.00	\$ 28.00
<i>28 yard Compactors</i>	\$ 250.00	\$ 125.00	\$ 5.00	\$ 28.00

**30 yard Compactors**

**35 yard Compactors**

**40 yard Compactors**

**42 yard Compactors**

\$ 250.00	\$ 125.00	\$ 5.00	\$ 28.00
\$ 250.00	\$ 125.00	\$ 5.00	\$ 28.00
\$ 250.00	\$ 125.00	\$ 5.00	\$ 28.00
\$ 250.00	\$ 125.00	\$ 5.00	\$ 28.00

\* Rent cost per day

\*\* Disposal - 3 ton minimum

**Exhibit C**  
**CONTRACTOR'S**  
**COLLECTION POLICY**

**To Be Provided**

# **Exhibit D**

## **Disaster Relief Plan**

Texas Pride Disposal & City of Alvin

### **I. HOW TO PREPARE FOR A DISASTER**

- Name a Response Coordinator who will have overall responsibilities.
- Set emergency plans into action in no less than 72 hours in advance of impending disaster for the affected company.
- Prepare a list of projected personnel to make up response teams.
- Maintain contact with the affected company. Make decisions as time and environmental situations change.
- Prepare employees, property, vehicles, and sensitive equipment for the impending disaster.
- Prepare the employees as to their necessary roles after the natural disaster.

### **II. COMMUNICATIONS**

Following a natural disaster, there are many different organizations that respond. The Civil Defense Teams and the American Red Cross are traditionally the first to respond. Depending on the magnitude of the destruction, the military may respond to assist local governments in clean-up operations, protect area businesses from looting, and enforce curfew on residents and/or workers. With so many organizations involved the big question is: How does everyone communicate with each other.

Each company should know in the advance where the local governmental agency has selected a “safe area” operations room. Managers and Supervisors from each company should know the names of key emergency personnel, the portable phone numbers and radio frequencies, etc.

### **III. SUPPLIES FOR GENERAL OPERATION**

It is essential to understand that one cannot expect to have the same resources available that one normally does. Look at the essentials necessary and make plans accordingly. Preparation must be made to supply water for at least a 30-day period. Bottled water or tanks may be utilized. Vendors must be made aware of the necessity of our services and make sure we are properly supplied.

### **IV. OPERATIONAL PLAN**

- Health hazards. The Primary goal is to restore scheduled garbage pick-up. Personnel from the company will be assigned this task. Communication and scheduling with local governmental personnel is critical.

- Brush and Debris. Emergency Response Personnel will be responsible for the removal and disposal of brush and debris. Texas Pride and the City will need to develop the following plans for the brush and debris clean up:
  - Citizen Drop Off areas such as parks, fields, large parking lots, etc. Chipping and grinding should occur at these locations to provide mulch for the city/citizens and to reduce bulk. This process also reduces the traffic congestion as well as safety issues operating heavy equipment on the city streets.
  - Schedule the Area Clean Up or Sweeps of the City/Area. Historically, two “sweeps” of the city/area were sufficient to remove the debris. Citizens will need to be informed via media of the days their area will be cleaned up. (Far enough in advance to allow them to get the material to the curbside or designated location. The clean-up should start at one side of the city and move across the city and move across the city systematically. A second “sweep” is then scheduled which should complete the removal of debris from the streets and yards.
  - Focus will then be addressed to the Citizen drop off areas. All equipment will be diverted to clean up the large quantities located at these sites. Effort should be made to separate brush from other debris.
- Landfills to be use in the event of a response will Type I and Type IV, depending on the type of material to be disposed. The following are the primary and secondary locations to be utilized and which Texas Pride Disposal has agreements to dispose of garbage and debris.

V. Schedule of Fees

The following schedule of fees for service is calculated for regular service activities. Emergency Response procedures will include costs not normally found in the regular service costs. Examples of those costs would be lighting equipment, electrical equipment, additional containers, housing, fuel, etc. These additional fees will be charged on a cost-plus basis. Daily logs of equipment, personnel, hours, fuel, etc., would be maintained to provide good documentation for billing to FEMA, County, and Local Governmental agencies.

REAR LOAD EQUIPMENT	Three Person	\$225/hour
ROLL OFF EQUIPMENT	20,30,40 CY Yard	\$40/yard
BRUSH TRUCK	One Person	\$40/hour

Area landfills will be used first and then based on the need of other landfills may be used.



# AGENDA COMMENTARY

Meeting Date: 4/2/2020

Department: Police

Contact: Chief Robert E Lee

**Agenda Item:** Consider the authorization to pre-order police fleet vehicles to be funded in the FY21 Annual Budget, for the lease of six (6) new vehicles for total lease payments not to exceed \$151,568 for one year, which includes an additional one-time payment the first year for equipment, and the remaining three (3) years for \$76,568 each year.

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

**Summary:** Consider the pre-ordering of six (6) police vehicles for a four (4) year lease with Enterprise Fleet Management. The FY21 cost is \$151,568 which includes an additional one-time payment for one half of the equipment. The remainder of the equipment cost will be financed in the monthly lease payments. These vehicles will be funded in the FY21 Annual Budget.

On January 7, 2016, the City utilized TIPS/TAPS (an interlocal purchasing system used by government entities) to execute an agreement with Enterprise Fleet Management for the (phase-in) replacement of the City's fleet with leased vehicles. There are six (6) patrol vehicles included in the FY2021 budget request. These patrol units will be designated for patrol response to calls for service and proactive patrols throughout the City of Alvin. Of the six (6), four (4) are to replace vehicles which have reached their end of life cycle. The remaining two (2) are new acquisitions to meet the demand of having available units for officers to utilize. By increasing the fleet, it allows for fewer officers being assigned to one specific vehicle and extends the end of life marker from three (3) years to (4) years of service. Due to the amount of time between order and delivery, we are requesting approval to pre-order these vehicles for the next budget year. Based on current lead time (4-5 months) and of the added build-out time for equipment installation (4-6 weeks), Enterprise Fleet Management has advised that no vehicle would arrive until after October 1, 2020.

Staff is recommending that the City Council approve and authorize the lease of six (6) new vehicles for an annual lease payment not to exceed \$151,568 for FY21, and authorize the City Manager to sign. Total lease expenditures at the end of the four-year lease agreement will not exceed \$381,271. However, the City may decide to continue the lease of the vehicles at the end of the 4 year term for a minimal price.

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required  **Date Completed:** 3/30/2020 SLH \_\_\_\_\_

**Supporting documents attached:**

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**Recommendation:** Move to approve the authorization to pre-order police fleet vehicles to be funded in the FY21 Annual Budget, for the lease of six (6) new vehicles for total lease payments not to exceed \$151,568 for one year, which includes an additional one-time payment the first year for equipment, and the remaining three (3) years for \$76,568 each year.

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Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager



# AGENDA COMMENTARY

**Meeting Date:** 4/2/2020

**Department:** City Manager

**Contact:** Junru Roland

**Agenda Item:** Consider the City Manager's recommendation to appoint Brandon Moody as the City of Alvin's Director of Public Services.

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

**Summary:** Article V. Section 3(a) of the City Charter states that the City Manager may appoint department heads not specifically appointed by the City Council with the advice and consent of City Council. Brandon Moody has served the Alvin community for 17 years.

2003 – Hired by the City of Alvin (Utility I Worker).  
2004 – Promoted to Utility Worker II (Crew Leader)  
2006 – Promoted to Utility Supervisor  
2011 – Promoted to the Inflow & Infiltration Project Manager  
2013 – Promoted to Utility Superintendent  
2019 – Promoted to Interim Director of Public Services

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required  **Date Completed:** 3/30/2020 SLH

**Supporting documents attached:**

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**Recommendation:** Move to accept the City Manager's recommendation of Brandon Moody as the City of Alvin's Director of Public Services.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager



# AGENDA COMMENTARY

**Meeting Date:** 4/2/2020

**Department:** Administration

**Contact:** Junru Roland, City Manager

**Agenda Item:** Consider Ordinance 20-J, extending the expiration date as outlined in Ordinance 20-I, limiting the activities within the City of Alvin to those that are essential; establishing rules regarding the mitigation of COVID-19; making findings of fact; providing a severability clause; providing a penalty; and providing an effective date.

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

**Summary:** This ordinance extends the initial expiration date for the COVID-19 Orders as adopted through Ordinance 20 I, limiting activities within the City.

Ordinance 20-I was adopted by City Council on Thursday, March 26, and is set to expire on April 3, 2020, at 11:59 p.m.

City Council shall set the expiration date of this ordinance at the meeting 4/2/20 meeting.

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required  **Date Completed:** 3/30/2020 SLH \_\_\_\_\_

**Supporting documents attached:**

- Ordinance 20-J
- Ordinance 20-I (signed)

**Recommendation:** Move to approve Ordinance 20-J, extending the expiration date as outlined in Ordinance 20-I to \_\_ Insert date \_\_, limiting the activities within the City of Alvin to those that are essential; establishing rules regarding the mitigation of COVID-19; making findings of fact; providing a severability clause; providing a penalty; 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 NO. 20-J

**AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, EXTENDING THE EXPIRATION DATE AS OUTLINED IN ORDINANCE 20-I; LIMITING THE ACTIVITIES WITHIN THE CITY OF ALVIN TO THOSE THAT ARE ESSENTIAL; ESTABLISHING RULES REGARDING THE MITIGATION OF COVID-19; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.**

### STAY SAFE ORDINANCE

**WHEREAS**, pursuant to Texas Government Code Section 418.108, the City of Alvin Mayor, Paul A. Horn, issued a Declaration of Local Disaster for Public Health Emergency on March 17, 2020, due to a novel coronavirus now designated SARS-CoV2 which causes the disease COVID-19; and

**WHEREAS**, on March 16, 2020, President Trump acknowledged the gravity of the COVID-19 pandemic, releasing strict new guidelines to limit people's interactions, including that Americans should avoid groups of more than 10 people;

**WHEREAS**, Governor Abbott issued an Executive Order on March 19, 2020, issuing orders for Texas to adhere to certain control measures and mitigation strategies;

**WHEREAS**, the Texas Commissioner of the Texas Department of State Health Services declared a Public Health Disaster for the entire State of Texas on Thursday, March 19, 2020, and outlines certain control measures and mitigation strategies;

**WHEREAS**, on March 20, 2020, the City Council for the City of Alvin, Texas, approved Ordinance 20-H, following the recommendations of the Governor of the State of Texas, the CDC and the President of the United States;

**WHEREAS**, the on-going evaluation of circumstances related to the virus and the updated recommendations of the Centers for Disease Control and the Texas Department of State Health Services warrant that the March 20, 2020 City of Alvin, Texas Ordinance 20-H be amended;

**WHEREAS**, it is necessary to ensure that the maximum number of people self-isolate in their places of residence to the maximum extent feasible, while enabling essential services to continue, to slow the spread of COVID-19 to the maximum extent possible;

**WHEREAS**, despite the current state of public health crisis, people will need to leave self-isolation to obtain or perform vital services or to otherwise facilitate authorized activities necessary for the continuity of social and commercial life. As such, persons should at all times as reasonably possible comply with Social Distancing Requirements as defined by the Centers of Disease Control and Prevention;

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

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

**Section 2.** The virus that causes 2019 Coronavirus Disease (COVID-19) is easily transmitted through person to person contact, especially in group settings, and it is essential that the spread of the virus be slowed to protect the ability of public and private health care providers to handle the influx of new patients and safeguard public health and safety. Because of the risk of the rapid spread of the virus, and the need to protect the most vulnerable members of the community, this Ordinance requires all individuals anywhere in the City of Alvin, Texas, to stay safe at home or workplace (as absolutely required) to provide essential business and government services, including Essential Critical Infrastructure as defined by the Department of Homeland Security's Cybersecurity & Infrastructure Security Agency, or perform essential public infrastructure and construction, including housing.

**Section 3.** Effective as of 11:59 p.m. on April 3, 2020, and continuing until 11:59 p.m. on \_\_\_\_\_, unless terminated, modified or extended by another Ordinance or Order of the Mayor, the City Council for the City of Alvin, Texas, deems it in the public interest to order the following:

1. General.

- A. All individuals currently living within Alvin, Texas, are encouraged to stay safely at home unless necessary to perform Essential Activities, or to operate Essential Businesses, or to perform Essential governmental functions. For the purposes of this Ordinance, residences include hotels, motels, shared rentals, and similar facilities. To the extent individuals are using shared or outdoor spaces, they must at all times as reasonably as possible maintain social distancing of at least six (6) feet from any other person when they are outside their residence. All persons may leave their residences only for Essential Activities, or to provide or perform Essential Governmental Functions, or to operate Essential Businesses, all as defined in Section 2.
- B. All businesses operating within Alvin, Texas, except Essential Businesses as defined in below in Section 2, are required to cease all activities at facilities located within the City. For clarity, businesses may continue operations consisting exclusively of employees or contractors performing activities at their own residences (i.e. working from home). To the greatest extent possible, all Essential Businesses shall comply with the Social Distancing Guidelines attached, including maintaining six (6) foot social distancing for both employees and the general public.
- C. All public or private gatherings of any number of people occurring outside a single household or living unit are prohibited, except as otherwise provided herein. Nothing in this Ordinance prohibits the gathering of members of a household or living unit.

D. Restaurants with or without drive-in or drive-through services and microbreweries, micro-distilleries, or wineries may only provide take out, delivery, or drive-through services as allowed by law.

2. Definitions.

A. For purposes of this Ordinance, individuals may leave their residence only to perform any of the following “Essential Activities”:

- i. To engage in activities or perform tasks essential to their health and safety, or to the health and safety of their family or household members, including pets (for example, obtaining medical supplies or medication, visiting a health care professional, or obtaining supplies needed to work or participate in or engage in school or study from home).
- ii. To obtain necessary services or supplies for themselves and their family or household members, or to deliver those services or supplies to others (for example, food, pet supply, and any other household consumer products, and products necessary to maintain the safety, sanitation, and essential operation of residences).
- iii. To engage in outdoor activity, provided the individuals comply with social distancing requirements of six (6) feet (for example, walking, biking, hiking, or running).
- iv. To perform work providing essential products and services at an Essential Business or to otherwise carry out activities specifically permitted in this Ordinance.
- v. To care for a family member or pet in another household.

B. For purposes of this Ordinance, “Essential Businesses” means:

- i. **Essential Healthcare Operations.** Healthcare operations, including hospitals, clinics, dentists, chiropractic, orthopedic, occupational and physical therapy, pharmacies, pharmaceutical and biotechnology companies, other healthcare facilities, healthcare suppliers, mental health providers, substance abuse service providers, blood banks, medical research, laboratory services, or any related and/or ancillary healthcare services. Home-based and residential-based care for seniors, adults, or children are also considered healthcare operations. Healthcare operations also includes veterinary care and all health and welfare services provided to animals. This exemption shall be viewed broadly to avoid any impacts to the delivery of healthcare. Healthcare operations do not include fitness and exercise gyms and similar facilities.
- ii. **Essential Government Functions.** All services provided by local governments needed to ensure the continuing operation of the government agencies to provide for the health, safety and welfare of the public. Further, nothing in this Ordinance shall prohibit any individual from performing or accessing “Essential

Government Functions.” All Essential Government Functions shall be performed in compliance with social distancing requirements of six (6) feet, to the extent possible.

- iii. **Essential Critical Infrastructure.** Work necessary to the operations and maintenance of the critical infrastructure sectors as identified by the National Cybersecurity and Infrastructure Agency (CISA) including public works construction, residential and commercial construction, airport operations, water, sewer, gas, electrical, oil refining, industrial and chemical plants, roads and highways, public transportation, solid waste collection and removal, internet, and telecommunications systems (including the provision of essential global, national, and local infrastructure for computing services, business infrastructure, communications, and web-based services), financial institutions, defense and national security-related operations, essential manufacturing operations provided that they carry out those services or that work in compliance with social distancing requirements of six feet, to the extent possible. Essential Businesses providing essential infrastructure should implement screening precautions to protect employees and all activity shall be performed, to the extent possible, in compliance with social distancing guidelines attached.
- iv. **Essential Retail.** Food service providers, including grocery stores, warehouse stores, big-box stores, bodegas, liquor stores, gas stations and convenience stores, farmers’ markets that sell food products and household staples. School supply store. Food cultivation, including farming, fishing, and livestock. Businesses that ship or deliver groceries, food, goods or services directly to residences. Restaurants and other facilities that prepare and serve food, but only for delivery or carry out. Schools and other entities that typically provide free services to students or members of the public on a pick-up and take-away basis only. The restriction of delivery or carry out does not apply to cafes and restaurants located within hospital and medical facilities. Laundromats, dry cleaners, and laundry service providers. Gas stations, automobile sales, auto-supply, auto and bicycle repair, hardware stores, construction supply stores and related facilities. Vehicles for hire including taxis and rideshare. Businesses that supply products needed for people to work or attend school from home.
- v. **Providers of Basic Necessities to Economically Disadvantaged Populations.** Businesses that provide food, shelter, social services, and other necessities of life for economically disadvantaged or otherwise needy individuals.
- vi. **Essential Services Necessary to Maintain Essential Operations of Residences or Other Essential Businesses.** Trash and recycling collection, processing and disposal, mail and shipping services, building cleaning, maintenance and security, warehouse/distribution and fulfillment, storage for essential businesses, funeral homes (limited to a maximum of ten (10) people), crematoriums and cemeteries. Plumbers, electricians, air conditioner maintenance and repair persons, exterminators, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and essential operations of residences and Essential Businesses. Professional services, such as legal, accounting services, insurance, real estate services (including appraisal,

surveying, and title services) when necessary to assist in compliance with legally mandated activities. Businesses that supply other essential businesses with support or supplies needed to operate.

vii. **News Media.** Newspapers, television, radio, and other media services.

viii. **Childcare Services.** Childcare facilities providing services that enable employees exempted in this Ordinance to work as permitted. However, to the extent possible, it is recommended that groups consist of no more than 10 and be kept separate.

3. Any manufacturer who retools so that a substantial part of their business is for the purpose of manufacturing and producing ventilators may apply for an “essential business” exemption under this Ordinance.
4. Grocery stores, supermarkets, warehouse stores, hospitals, and medical facilities are experiencing high levels of demand for a large number of products, requiring more deliveries from manufacturers and distribution centers to serve their customers. A number of Texas cities and local associations have implemented restrictions on delivery hours to stores to mitigate truck noise and traffic. Due to the need to deliver products as quickly and efficiently as possible during this critical timeframe, this Ordinance hereby suspends all delivery hour restrictions for transport to or from any entity involved in the selling or distribution of food products, medicine, or medical supplies in the City of Alvin, Texas.
5. Real estate services related to current real estate transactions are recommended to be conducted as much as possible utilizing web-based technology to limit in person contact.
6. To the extent possible, residents of the City of Alvin should conduct essential City business online or via regular mail to avoid visiting any City Facilities unless absolutely necessary.
7. If someone in a household in the City of Alvin has tested positive for coronavirus, the household is ordered to isolate at home for 14 days until or unless otherwise directed by the Local Health Authority. Members of the household cannot go to work, school, or any other community function.
8. Individuals experiencing homelessness are strongly urged to obtain shelter and maintain social distancing of six (6) feet when feasible. If a homeless person is sheltered and exhibits symptoms or is diagnosed, the shelter’s isolation center shall be deemed the residence of the homeless person solely for the purpose of complying with the requirements of this Ordinance. Medical personnel shall make the decision whether any other shelter residents shall be required to isolate based on potential exposure. Available shelters, to the maximum extent practicable, must use COVID-19 risk mitigation practices in their operations.

9. Nursing homes, retirement, and long-term care facilities are instructed by this Ordinance to prohibit non-essential visitors from accessing their facilities unless to provide critical assistance or for end-of-life visitation.
10. For individuals who are 65 and older and individuals with compromised immune systems or underlying health conditions, the following recommendations are in order:
  - a. Remain indoors;
  - b. Outdoor exercise activities should be done solitarily;
  - c. Prescreen all essential visitors;
  - d. Do not visit homes or places with more than one person;
  - e. Ask all visitors to wear masks;
  - f. Follow social distancing guidelines; and
  - g. Do not use public transit except in an emergency.
11. Indoor recreational facilities, including a gym or health studio, indoor amusement facility, bowling alley, pool hall and/or theater (theatre) shall close until further notice.
12. Animal shelters, and other businesses that maintain and care for live animals are not permitted to allow any visitors or patrons but may continue to operate to the extent necessary to provide the necessary care for the animals. Nothing in this section shall prohibit a non-employee from entering the premises to perform health care services or other Essential Business services.
13. “Community Gathering” does not include the following, or other similar uses, so long as the persons involved are generally not within six (6) feet of one another for extended periods:
  - a. Spaces where ten (10) or more persons may be in transit or waiting for transit such as airports, bus stations, or terminals;
  - b. Office space, child-care facilities, residential buildings, or any type of temporary sheltering or housing;
  - c. Grocery stores, shopping centers or malls or other retail establishments where large numbers of people are present, but it is unusual for them to be within six (6) feet of one another for extended periods; or
  - d. Hospitals and medical facilities.
14. This Ordinance is issued in accordance with, and incorporates by reference, the National Emergency Declaration, Governor Abbott’s Declarations of Disaster, the Brazoria County Disaster Declaration, the City of Alvin’s Disaster Declaration and ordinances, and all subsequent related orders and guidance from these authorities. This Ordinance is a supplement to all previous orders and ordinances and not in place of such. In the event of a conflict or apparent conflict between the orders, this Ordinance shall control.
15. This Ordinance comes after the release of substantial guidance from the Brazoria County Health Authority, Brazoria County Health Director, the Texas Department of

Health Services, the Centers for Disease Control and Prevention, and other public health officials throughout the United States and around the world, including a variety of prior orders to combat the spread and harms of COVID-19. This Ordinance is enacted in consultation and communication with the elected officials and Local Health Authorities, other local elected leaders, will continue to be monitored and evaluated and the Mayor and/or City Council may modify or extend this Ordinance, or issue additional Orders or Ordinances, related to COVID-19 as may be necessary.

**Section 4.** In every setting as described above, and for businesses and workplaces that remain open, the City Council for the City of Alvin, Texas, recommends following practices of good hygiene, including providing hand sanitizer and facial tissues, and increasing the cleaning of commonly and frequently touched surfaces.

**Section 5. Penalty.** Failure to comply with any provisions of this Ordinance constitutes an imminent threat to public health. City of Alvin police officers or the City of Alvin Fire Marshal are hereby authorized to enforce this Ordinance and shall require immediate compliance and are authorized to issue the appropriate citation(s). A person, business owner or lessee of any premises found in violation of this Ordinance shall be guilty of a misdemeanor, punishable by a fine not to exceed two thousand dollars (\$2,000.00).

**Section 6. Publication.** The City of Alvin will post this Ordinance on its website and will maintain a copy with the City Secretary. In addition, the owner, manager, or operator of any facility that is likely to be impacted by this Ordinance is strongly encouraged to post and copy of this Ordinance onsite and to provide a copy to any member of the public asking for a copy.

**Section 7. Severability.** If any subsection, sentence, clause, phrase, or word of this Ordinance or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

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

**Section 9.** That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551.044 of the Texas Government Code.

**PASSED and APPROVED** on the 2<sup>nd</sup> day of April 2020.

**THE CITY OF ALVIN, TEXAS**

**ATTEST**

By: \_\_\_\_\_  
Paul A. Horn, Mayor

By: \_\_\_\_\_  
Dixie Roberts, City Secretary

## ORDINANCE NO. 20-I

**AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, LIMITING THE ACTIVITIES WITHIN THE CITY OF ALVIN TO THOSE THAT ARE ESSENTIAL; ESTABLISHING RULES REGARDING THE MITIGATION OF COVID-19; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.**

### STAY SAFE ORDINANCE

**WHEREAS**, pursuant to Texas Government Code Section 418.108, the City of Alvin Mayor, Paul A. Horn, issued a Declaration of Local Disaster for Public Health Emergency on March 17, 2020, due to a novel coronavirus now designated SARS-CoV2 which causes the disease COVID-19; and

**WHEREAS**, on March 16, 2020, President Trump acknowledged the gravity of the COVID-19 pandemic, releasing strict new guidelines to limit people's interactions, including that Americans should avoid groups of more than 10 people;

**WHEREAS**, Governor Abbott issued an Executive Order on March 19, 2020, issuing orders for Texas to adhere to certain control measures and mitigation strategies;

**WHEREAS**, the Texas Commissioner of the Texas Department of State Health Services declared a Public Health Disaster for the entire State of Texas on Thursday, March 19, 2020, and outlines certain control measures and mitigation strategies;

**WHEREAS**, on March 20, 2020, the City Council for the City of Alvin, Texas, approved Ordinance 20-H, following the recommendations of the Governor of the State of Texas, the CDC and the President of the United States;

**WHEREAS**, the on-going evaluation of circumstances related to the virus and the updated recommendations of the Centers for Disease Control and the Texas Department of State Health Services warrant that the March 20, 2020 City of Alvin, Texas Ordinance 20-H be amended;

**WHEREAS**, it is necessary to ensure that the maximum number of people self-isolate in their places of residence to the maximum extent feasible, while enabling essential services to continue, to slow the spread of COVID-19 to the maximum extent possible;

**WHEREAS**, despite the current state of public health crisis, people will need to leave self-isolation to obtain or perform vital services or to otherwise facilitate authorized activities necessary for the continuity of social and commercial life. As such, persons should at all times as reasonably possible comply with Social Distancing Requirements as defined by the Centers of Disease Control and Prevention;

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

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

**Section 2.** The virus that causes 2019 Coronavirus Disease (COVID-19) is easily transmitted through person to person contact, especially in group settings, and it is essential that the spread of the virus be slowed to protect the ability of public and private health care providers to handle the influx of new patients and safeguard public health and safety. Because of the risk of the rapid spread of the virus, and the need to protect the most vulnerable members of the community, this Ordinance requires all individuals anywhere in the City of Alvin, Texas, to stay safe at home or workplace (as absolutely required) to provide essential business and government services, including Essential Critical Infrastructure as defined by the Department of Homeland Security's Cybersecurity & Infrastructure Security Agency, or perform essential public infrastructure and construction, including housing.

**Section 3.** Effective as of 6:00 p.m. on March 26, 2020, and continuing until 11:59 p.m. on April 3, 2020, unless terminated, modified or extended by another Ordinance or Order of the Mayor, the City Council for the City of Alvin, Texas, deems it in the public interest to order the following:

1. General.

- A. All individuals currently living within Alvin, Texas, are encouraged to stay safely at home unless necessary to perform Essential Activities, or to operate Essential Businesses, or to perform Essential governmental functions. For the purposes of this Ordinance, residences include hotels, motels, shared rentals, and similar facilities. To the extent individuals are using shared or outdoor spaces, they must at all times as reasonably as possible maintain social distancing of at least six (6) feet from any other person when they are outside their residence. All persons may leave their residences only for Essential Activities, or to provide or perform Essential Governmental Functions, or to operate Essential Businesses, all as defined in Section 2.
- B. All businesses operating within Alvin, Texas, except Essential Businesses as defined in below in Section 2, are required to cease all activities at facilities located within the City. For clarity, businesses may continue operations consisting exclusively of employees or contractors performing activities at their own residences (i.e. working from home). To the greatest extent possible, all Essential Businesses shall comply with the Social Distancing Guidelines attached, including maintaining six (6) foot social distancing for both employees and the general public.
- C. All public or private gatherings of any number of people occurring outside a single household or living unit are prohibited, except as otherwise provided herein. Nothing in this Ordinance prohibits the gathering of members of a household or living unit.

D. Restaurants with or without drive-in or drive-through services and microbreweries, micro-distilleries, or wineries may only provide take out, delivery, or drive-through services as allowed by law.

2. Definitions.

A. For purposes of this Ordinance, individuals may leave their residence only to perform any of the following “Essential Activities”:

- i. To engage in activities or perform tasks essential to their health and safety, or to the health and safety of their family or household members, including pets (for example, obtaining medical supplies or medication, visiting a health care professional, or obtaining supplies needed to work or participate in or engage in school or study from home).
- ii. To obtain necessary services or supplies for themselves and their family or household members, or to deliver those services or supplies to others (for example, food, pet supply, and any other household consumer products, and products necessary to maintain the safety, sanitation, and essential operation of residences).
- iii. To engage in outdoor activity, provided the individuals comply with social distancing requirements of six (6) feet (for example, walking, biking, hiking, or running).
- iv. To perform work providing essential products and services at an Essential Business or to otherwise carry out activities specifically permitted in this Ordinance.
- v. To care for a family member or pet in another household.

B. For purposes of this Ordinance, “Essential Businesses” means:

- i. **Essential Healthcare Operations.** Healthcare operations, including hospitals, clinics, dentists, chiropractic, orthopedic, occupational and physical therapy, pharmacies, pharmaceutical and biotechnology companies, other healthcare facilities, healthcare suppliers, mental health providers, substance abuse service providers, blood banks, medical research, laboratory services, or any related and/or ancillary healthcare services. Home-based and residential-based care for seniors, adults, or children are also considered healthcare operations. Healthcare operations also includes veterinary care and all health and welfare services provided to animals. This exemption shall be viewed broadly to avoid any impacts to the delivery of healthcare. Healthcare operations do not include fitness and exercise gyms and similar facilities.
- ii. **Essential Government Functions.** All services provided by local governments needed to ensure the continuing operation of the government agencies to provide for the health, safety and welfare of the public. Further, nothing in this Ordinance shall prohibit any individual from performing or accessing “Essential

Government Functions.” All Essential Government Functions shall be performed in compliance with social distancing requirements of six (6) feet, to the extent possible.

- iii. **Essential Critical Infrastructure.** Work necessary to the operations and maintenance of the critical infrastructure sectors as identified by the National Cybersecurity and Infrastructure Agency (CISA) including public works construction, residential and commercial construction, airport operations, water, sewer, gas, electrical, oil refining, industrial and chemical plants, roads and highways, public transportation, solid waste collection and removal, internet, and telecommunications systems (including the provision of essential global, national, and local infrastructure for computing services, business infrastructure, communications, and web-based services), financial institutions, defense and national security-related operations, essential manufacturing operations provided that they carry out those services or that work in compliance with social distancing requirements of six feet, to the extent possible. Essential Businesses providing essential infrastructure should implement screening precautions to protect employees and all activity shall be performed, to the extent possible, in compliance with social distancing guidelines attached.
- iv. **Essential Retail.** Food service providers, including grocery stores, warehouse stores, big-box stores, bodegas, liquor stores, gas stations and convenience stores, farmers’ markets that sell food products and household staples. School supply store. Food cultivation, including farming, fishing, and livestock. Businesses that ship or deliver groceries, food, goods or services directly to residences. Restaurants and other facilities that prepare and serve food, but only for delivery or carry out. Schools and other entities that typically provide free services to students or members of the public on a pick-up and take-away basis only. The restriction of delivery or carry out does not apply to cafes and restaurants located within hospital and medical facilities. Laundromats, dry cleaners, and laundry service providers. Gas stations, automobile sales, auto-supply, auto and bicycle repair, hardware stores, construction supply stores and related facilities. Vehicles for hire including taxis and rideshare. Businesses that supply products needed for people to work or attend school from home.
- v. **Providers of Basic Necessities to Economically Disadvantaged Populations.** Businesses that provide food, shelter, social services, and other necessities of life for economically disadvantaged or otherwise needy individuals.
- vi. **Essential Services Necessary to Maintain Essential Operations of Residences or Other Essential Businesses.** Trash and recycling collection, processing and disposal, mail and shipping services, building cleaning, maintenance and security, warehouse/distribution and fulfillment, storage for essential businesses, funeral homes (limited to a maximum of ten (10) people), crematoriums and cemeteries. Plumbers, electricians, air conditioner maintenance and repair persons, exterminators, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and essential operations of residences and Essential Businesses. Professional services, such as legal, accounting services, insurance, real estate services (including appraisal,

surveying, and title services) when necessary to assist in compliance with legally mandated activities. Businesses that supply other essential businesses with support or supplies needed to operate.

vii. **News Media.** Newspapers, television, radio, and other media services.

viii. **Childcare Services.** Childcare facilities providing services that enable employees exempted in this Ordinance to work as permitted. However, to the extent possible, it is recommended that groups consist of no more than 10 and be kept separate.

3. Any manufacturer who retools so that a substantial part of their business is for the purpose of manufacturing and producing ventilators may apply for an “essential business” exemption under this Ordinance.
4. Grocery stores, supermarkets, warehouse stores, hospitals, and medical facilities are experiencing high levels of demand for a large number of products, requiring more deliveries from manufacturers and distribution centers to serve their customers. A number of Texas cities and local associations have implemented restrictions on delivery hours to stores to mitigate truck noise and traffic. Due to the need to deliver products as quickly and efficiently as possible during this critical timeframe, this Ordinance hereby suspends all delivery hour restrictions for transport to or from any entity involved in the selling or distribution of food products, medicine, or medical supplies in the City of Alvin, Texas.
5. Real estate services related to current real estate transactions are recommended to be conducted as much as possible utilizing web-based technology to limit in person contact.
6. To the extent possible, residents of the City of Alvin should conduct essential City business online or via regular mail to avoid visiting any City Facilities unless absolutely necessary.
7. If someone in a household in the City of Alvin has tested positive for coronavirus, the household is ordered to isolate at home for 14 days until or unless otherwise directed by the Local Health Authority. Members of the household cannot go to work, school, or any other community function.
8. Individuals experiencing homelessness are strongly urged to obtain shelter and maintain social distancing of six (6) feet when feasible. If a homeless person is sheltered and exhibits symptoms or is diagnosed, the shelter’s isolation center shall be deemed the residence of the homeless person solely for the purpose of complying with the requirements of this Ordinance. Medical personnel shall make the decision whether any other shelter residents shall be required to isolate based on potential exposure. Available shelters, to the maximum extent practicable, must use COVID-19 risk mitigation practices in their operations.

9. Nursing homes, retirement, and long-term care facilities are instructed by this Ordinance to prohibit non-essential visitors from accessing their facilities unless to provide critical assistance or for end-of-life visitation.
10. For individuals who are 65 and older and individuals with compromised immune systems or underlying health conditions, the following recommendations are in order:
  - a. Remain indoors;
  - b. Outdoor exercise activities should be done solitarily;
  - c. Prescreen all essential visitors;
  - d. Do not visit homes or places with more than one person;
  - e. Ask all visitors to wear masks;
  - f. Follow social distancing guidelines; and
  - g. Do not use public transit except in an emergency.
11. Indoor recreational facilities, including a gym or health studio, indoor amusement facility, bowling alley, pool hall and/or theater (theatre) shall close until further notice.
12. Animal shelters, and other businesses that maintain and care for live animals are not permitted to allow any visitors or patrons but may continue to operate to the extent necessary to provide the necessary care for the animals. Nothing in this section shall prohibit a non-employee from entering the premises to perform health care services or other Essential Business services.
13. “Community Gathering” does not include the following, or other similar uses, so long as the persons involved are generally not within six (6) feet of one another for extended periods:
  - a. Spaces where ten (10) or more persons may be in transit or waiting for transit such as airports, bus stations, or terminals;
  - b. Office space, child-care facilities, residential buildings, or any type of temporary sheltering or housing;
  - c. Grocery stores, shopping centers or malls or other retail establishments where large numbers of people are present, but it is unusual for them to be within six (6) feet of one another for extended periods; or
  - d. Hospitals and medical facilities.
14. This Ordinance is issued in accordance with, and incorporates by reference, the National Emergency Declaration, Governor Abbott’s Declarations of Disaster, the Brazoria County Disaster Declaration, the City of Alvin’s Disaster Declaration and ordinances, and all subsequent related orders and guidance from these authorities. This Ordinance is a supplement to all previous orders and ordinances and not in place of such. In the event of a conflict or apparent conflict between the orders, this Ordinance shall control.
15. This Ordinance comes after the release of substantial guidance from the Brazoria County Health Authority, Brazoria County Health Director, the Texas Department of

Health Services, the Centers for Disease Control and Prevention, and other public health officials throughout the United States and around the world, including a variety of prior orders to combat the spread and harms of COVID-19. This Ordinance is enacted in consultation and communication with the elected officials and Local Health Authorities, other local elected leaders, will continue to be monitored and evaluated and the Mayor and/or City Council may modify or extend this Ordinance, or issue additional Orders or Ordinances, related to COVID-19 as may be necessary.

**Section 4.** In every setting as described above, and for businesses and workplaces that remain open, the City Council for the City of Alvin, Texas, recommends following practices of good hygiene, including providing hand sanitizer and facial tissues, and increasing the cleaning of commonly and frequently touched surfaces.

**Section 5. Penalty.** Failure to comply with any provisions of this Ordinance constitutes an imminent threat to public health. City of Alvin police officers or the City of Alvin Fire Marshal are hereby authorized to enforce this Ordinance and shall require immediate compliance and are authorized to issue the appropriate citation(s). A person, business owner or lessee of any premises found in violation of this Ordinance shall be guilty of a misdemeanor, punishable by a fine not to exceed two thousand dollars (\$2,000.00).

**Section 6. Publication.** The City of Alvin will post this Ordinance on its website and will maintain a copy with the City Secretary. In addition, the owner, manager, or operator of any facility that is likely to be impacted by this Ordinance is strongly encouraged to post and copy of this Ordinance onsite and to provide a copy to any member of the public asking for a copy.

**Section 7. Severability.** If any subsection, sentence, clause, phrase, or word of this Ordinance or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

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

**Section 9.** That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551.044 of the Texas Government Code.

**PASSED and APPROVED** on the 26<sup>th</sup> day of March 2020.

**THE CITY OF ALVIN, TEXAS**

By:   
Paul A. Horn, Mayor

**ATTEST**

By:   
Dixie Roberts, City Secretary