

# City of Alvin, Texas

Gabe Adame, Mayor

Meagan DeKeyzer, Mayor Pro-tem, District E  
Martin Vela, District A  
Chris Vaughn, District B  
Richard Garivey, District C



Ashley Davis, District D  
Keko Moore At-Lg P1  
Scott Salter, At-Lg P2

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## Alvin City Council Agenda

**Thursday, March 5, 2026**

**7:00 PM**

(Council Chambers)

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

Persons with disabilities who plan to attend this meeting that will require special services please contact the City Secretary's Office at 281-388-4255 or [dixie.roberts@alvin.gov](mailto:dixie.roberts@alvin.gov) 48 hours prior to the meeting time. City Hall is wheelchair accessible, and a sloped curb entry is available at the south entrance to City Hall.

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NOTICE is hereby given of a Regular Meeting and Executive Session of the City Council of the City of Alvin, Texas, to be held on Thursday, **MARCH 5, 2026**, at 7:00 PM in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

**1. CALL TO ORDER**

**2. INVOCATION AND PLEDGE OF ALLEGIANCE**

**3. PRESENTATION**

A. Engineering Departmental Update.

**4. PUBLIC COMMENT**

**5. CONSENT AGENDA**

A. Consider approval of the February 5, 2026, City Council workshop minutes.

B. Consider approval of the February 19, 2026, City Council workshop minutes.

C. Consider approval of the February 19, 2026, City Council meeting minutes.

D. Consider Addendum No. 1 for a one (1) year renewal agreement with Univar Solutions to provide Sodium Bisulfite for an amount not to exceed \$30,000; and authorize the City Manager to sign the Addendum upon legal review.

E. Consider Addendum No. 1 for a one (1) year renewal agreement with Brenntag Southwest, Inc., to provide Sodium Hypochlorite for an amount not to exceed \$110,000; and authorize the City Manager to sign the Addendum upon legal review.

F. Consider an extension to the agreement with Wells Fargo Bank for bank depository services for the City of Alvin through December 31, 2026, and authorize the City Manager to sign the agreement upon legal review.

G. 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 2026 season.

H. Consider Resolution 26-R-12, declaring unopposed candidates elected to office, canceling the May 2, 2026, General Election, and providing for other matters related thereto.

- I. Consider Resolution 26-R-13, suspending the April 18, 2026, effective date of the proposal by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Houston, Texas Coast, South Texas, and Beaumont/East Texas Geographic Rate Areas, to implement interim GRIP rate adjustments for gas utility investment in 2025; and requiring delivery of this Resolution to the Company and to legal counsel.
- J. Consider a master preliminary plat of Verona, a Planned Unit Development being +/- 128.53 acres of land out of the M.Odonnell Survey, A-420 A.C.H. & B. Survey, A-412 City of Alvin city limits, Brazoria County, Texas.
- K. Consider Resolution 26-R-14, approving the Utility Conveyance and Security Agreement accepting the water distribution and wastewater collection and storm water facilities that serve Imperial Forest, Section Three (3), and authorize the Mayor to sign the Agreement upon legal review.

## 6. OTHER BUSINESS

- A. Consider a variance request from the homeowner at 2485 Ryan Drive to encroach one-foot three inches into the ten-foot rear building setback for the construction of a metal building.
- B. Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

## 7. REPORTS FROM THE CITY MANAGER

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

## 8. ITEMS OF COMMUNITY INTEREST

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

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

## 9. EXECUTIVE SESSION

- A. **Section 551.087**, Texas Government Code - Economic Development Negotiations: Deliberation regarding potential Chapter 380 economic development incentive agreements with local businesses.
- B. **Section 551.074**, Texas Government Code - Personnel Matters: Deliberation regarding the appointment of a City Prosecutor and Finance Director and the transition and reassignment of the duties of the City Attorney.

## 10. RECONVENE TO OPEN SESSION

- A. Consider and take action on the City Manager's recommendation for the appointment of a Director of Finance.
- B. Consider a Professional Services Agreement for prosecutorial services for the Alvin Municipal Court for a one-year term, with three (3) one (1) year renewal options, and authorize the City Manager to sign the Agreement.

## 11. ADJOURNMENT



*Engineering*  
2026  
Departmental  
Update



# *Engineering Department's Role*

The Engineering Department acts as the City's "Quality Control Division" for new development projects and for the replacement of aged infrastructure. The Department administers the Planning/Development, Permitting/Inspections, Capital Projects, Geographical Information System, Health Inspection, and Engineering Programs. The primary goal for the Engineering Department is to provide the highest level of service to our citizens while insuring their health, safety, and general welfare in such a manner so as to create for them the highest standard of living that is possible in our community. The Engineering Department is located in the Public Services Facility at 1100 West Highway 6.

# *Capital Improvements*

- Infrastructure Projects Construction Complete
  - Water Line Improvements Phase 4

**Total Construction Cost \$2.6 Million**



# Capital Improvements

- Infrastructure Projects Currently Under Construction
  - Victory Lane Pavement and Drainage
  - Hood Street Pavement and Drainage
  - Lift Station 23 Expansion
  - WWTP Expansion

**Total Construction Cost \$118.5 Million**

# Capital Improvements



Victory Lane

# Capital Improvements



Hood Street

# Capital Improvements



Lift Station 23

# Capital Improvements

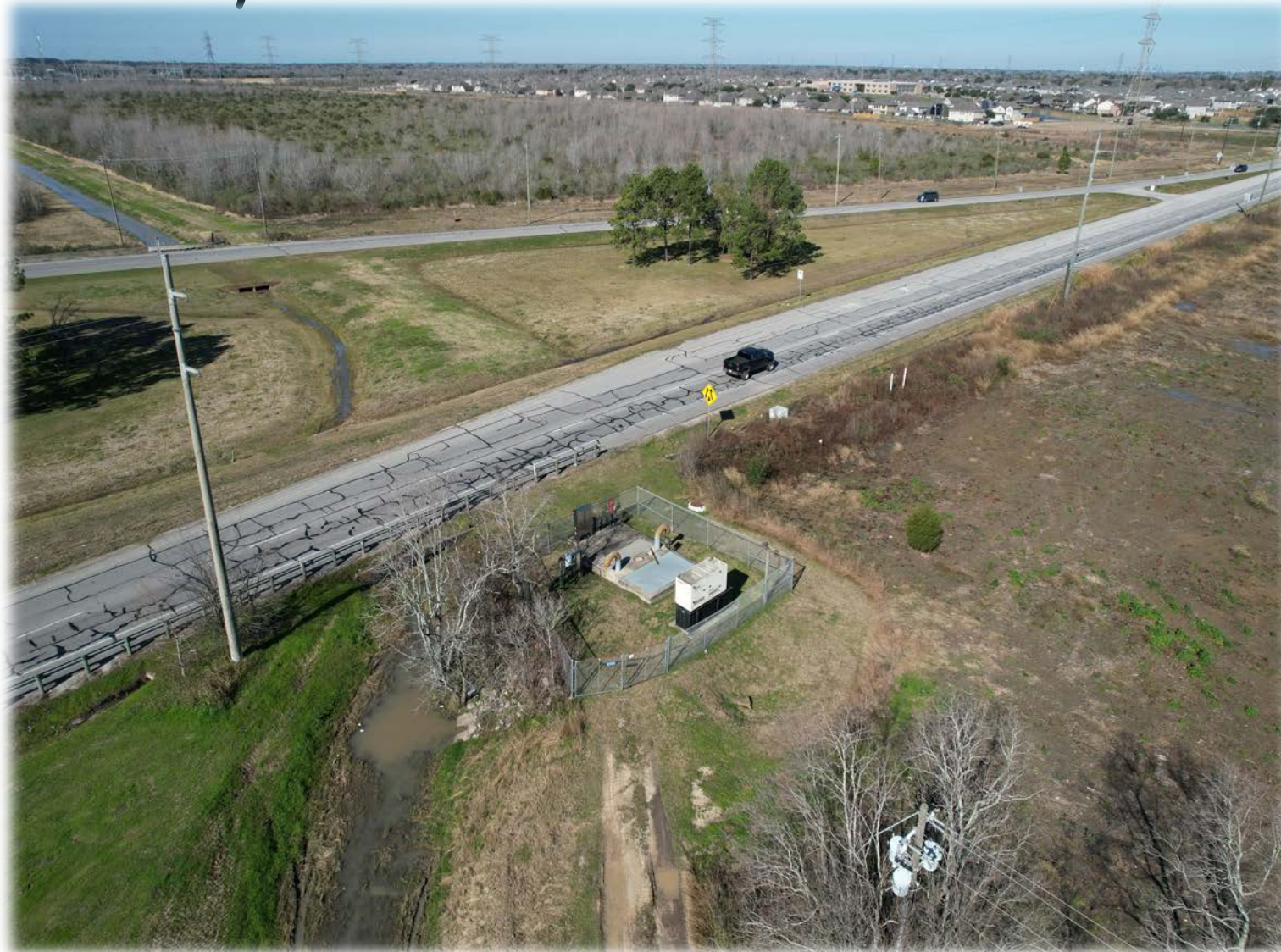


WWTP – Lift Station

# *Capital Improvements*

- Infrastructure Projects To Be Bid Soon
  - Moller Road Pavement and Drainage Improvements Phase 2
  - Lift Station #33 Expansion

# Capital Improvements



Lift Station #33 Rehabilitation Project

# *Capital Improvements*

- Infrastructure Projects In Design
  - Water Line Improvements Phase 5
  - M-1 Crossing Replacement
  - Durant Street Storm Sewer and Pavement Improvements

# *Development - By the Numbers*

- 73 Pre-Development Meetings
- 11 Site Plans
- 37 Plats
- 18 Permits issued for new commercial with a value of \$17M
- 281 Permits issued for new residential with a value of \$108.9M
- 20,882 Building inspections performed
- 2,481 Total permits issued with a value of \$141.6M
- \$2.6 million Total permit revenue generated

# New Commercial



Chipotle

# *New Commercial*



Waffle House

# New Commercial



Tractor Supply

# New Commercial



Memorial Hermann

# New Commercial



Murdoch's

# *New Residential*



## Watermark Section 3

# *New Residential*



Preservation Creek

# *New Residential*



Galaxy Tab S10+ 5G  
October 01, 2025 4:29 PM

## Franklin's Reserve

# *Health Inspection - By the Numbers*

- 2,219 Manufactured home inspections
- 593 Permits issued
- 403 Health inspections performed

*Thank You!*



**MINUTES  
CITY OF ALVIN, TEXAS  
216 W. SEALY STREET  
CITY COUNCIL WORKSHOP MEETING  
THURSDAY, FEBRUARY 5, 2026  
6:00 PM**

**CALL TO ORDER**

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

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Brandon Moody, Public Services Director; Lisa Sullivan, Code Supervisor; Dan Kelinske, Parks and Recreation Director; and Robert E. Lee, Police Chief.

**WORKSHOP BUSINESS**

Discussion of issues related to shopping carts within the City of Alvin.

During the meeting, Mayor Adame moved the discussion of this item to after discussion of Chapter 17 1/2 Signs, but it is recorded in its original order on the agenda to maintain the integrity of the outline.

Council Member Salter introduced the proposed shopping cart ordinance by outlining concerns regarding shopping carts becoming a nuisance in City of Alvin roadways, drainage ditches, and vacant properties. He presented photographs and reports from local businesses and other governmental agencies to illustrate the issue. Council Member Salter also met with local retailers to discuss potential solutions, including the use of geofencing technology.

He identified three primary areas of concern: requirements for new businesses, addressing existing carts, and establishing clear direction for staff in handling abandoned carts. He provided a summary of measures adopted by other communities to address similar issues. Council Member Salter proposed that new businesses operating more than 16 shopping carts be required to submit a cart containment plan outlining procedures for securing carts after business hours. For currently abandoned carts, he recommended reclassifying off-premises carts as “debris, trash, or rubbish” to authorize staff to remove and dispose of them as appropriate. Discussion continued.

The Council discussed establishing a compliance timeframe for retailers should new standards be adopted, as well as the possibility of offering incentives to existing businesses that proactively implement cart containment systems. Brandon Moody, Director of Public Services, further explained the distinction between addressing carts located on private property and those abandoned within public rights-of-way.

Council Member Salter emphasized that the intent of the proposed regulations is to improve community appearance and safety without placing an undue burden on small retailers. The Council also discussed potential public transportation considerations, acknowledging that some residents may use shopping carts to transport groceries due to limited transportation options.

Staff was directed to draft an ordinance for future Council consideration requiring a cart containment plan for applicable businesses, along with language reclassifying abandoned shopping carts as debris or rubbish to facilitate enforcement and removal.

Discuss amending Chapter 17 ½ Signs of the Alvin Code of Ordinances relating to signs along SH35 during the SH99 expansion project.

Council Member Salter presented the item to the Council with explanation. He proposed allowing businesses along the Bypass expanded use of additional or temporary signage during the upcoming Grand Parkway construction. He noted that entrances and exits may be blocked or rerouted, and construction equipment may obstruct visibility to these businesses. As a result, he suggested granting limited flexibility in sign regulations to help offset reduced exposure during the construction period. He further recommended considering similar accommodations for businesses surrounding City Hall in anticipation of pending construction in that area.

Council discussed previous instances in which sign regulations were temporarily suspended during emergencies and considered whether a similar approach could be implemented for construction-related disruptions. Members also discussed the importance of clearly defining guidelines to ensure specificity regarding permitted and prohibited signage. The possibility of issuing temporary permits as a long-term solution for similar situations was also discussed for future consideration. It was suggested that a special program be established specifically for businesses impacted by the construction. The proposed guidelines would limit any special permits to roadways currently under construction, rather than extending the program citywide, and would restrict the duration of such accommodations to the applicable construction phases. It was further suggested that limitations be placed on the number of signs a business may erect, including consideration of consolidated signage for multi-tenant shopping centers.

**ADJOURNMENT**

Mayor Adame adjourned the meeting at 6:50 p.m.

PASSED and APPROVED the the 19th of February 2026.

ATTEST:

\_\_\_\_\_  
Gabe Adame, Mayor

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

**MINUTES  
CITY OF ALVIN, TEXAS  
216 W. SEALY STREET  
CITY COUNCIL WORKSHOP MEETING  
THURSDAY, FEBRUARY 19, 2026  
5:45 PM**

**CALL TO ORDER**

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Workshop Session at 5:45 PM in the First Floor Conference Room at City Hall, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Meagan DeKeyzer; Council members: Ashley Davis, Richard Garivey, Keko Moore, Scott Salter, Chris Vaughn and Martin Vela.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Brandon Moody, Director of Public Services and Robert E. Lee, Police Chief.

**WORKSHOP BUSINESS**

Discussion regarding the proposed Diamond Oak Development (206 acres), located east of SH 288, south of FM 1462, and north of the Preservation Creek development (2,900 acres), and the potential annexation into the City of Alvin's ETJ.

This item was presented after item B on the agenda but is recorded here to maintain the integrity of the outline.

Taylor Gunn, representative for Friendswood Development Company (FDC) presented a proposal for the development of Diamond Oaks, a planned 206-acre master-planned residential community. The developer indicated the project would consist of approximately 695 single-family homes at full build-out and would be constructed in phases over an estimated five to six year period beginning in 2026.

The proposed development includes a mix of 45, 50, and 55 foot homesites with a minimum lot depth of 120 feet. Homes are anticipated to range from the low \$200s to the \$400s. The developer outlined architectural and deed restriction standards intended to ensure neighborhood quality, including masonry requirements, limited repetition of elevations, fully sodded yards with irrigation, two-car garages, and HOA governance. The developer also noted that front yard maintenance services would be provided by the Homeowners Association (HOA).

Planned community amenities include park and open space areas, lakes, and an interconnected trail system totaling more than eight miles. The developer stated that parkland and open space provisions would exceed City requirements and that trails would connect with the Preservation Creek system.

Infrastructure and utilities are proposed to be financed and maintained through Brazoria County Municipal Utility District No. 89. Water and wastewater services would be provided by on-site treatment facilities. Primary access would be from FM 1462, with associated turn lane improvements and a traffic signal at the main entrance.

As part of the proposal, FDC is requesting City consent for annexation of the property into the City of Alvin's extraterritorial jurisdiction (ETJ), approval of the general residential development plan, authorization for five-foot side lot setbacks, consent to use City of Alvin utility and infrastructure standards, and direction to prepare and execute a Development Agreement.

During Council discussion, Council Member Vaughn requested that the developer provide additional pricing information specifically for homes on lots of at least 50 feet in width. He noted that starter homes

are now beginning at approximately \$300,000 and expressed that he does not support residential homes on the proposed 45ft lots. Council Member Salter stated that he was opposed to the inclusion of the smaller lots (45 ft lots), emphasizing the sentiment that Alvin is raising its development standards and that the community deserves higher-quality residential products. Council Member Garivey requested consideration of enhanced masonry standards, specifically asking that two-story homes include brick masonry on the second floor rather than limiting masonry to the first floor only. Council Members Garivey and Vela further indicated they were open to considering a mix of lot sizes and expressed a willingness to negotiate lot configuration and related standards through the Development Agreement.

Roberts Rules of Order Training.

Mayor Pro-Tem DeKeyzer, presented this item before City Council prior to item A on the agenda but is recorded here to maintain the integrity of the outline.

Bridgette Begle of Olsen & Olsen Law Firm provided a brief overview of Robert’s Rules of Order. She clarified that the objective was to establish a foundational understanding to promote efficient Council proceedings. Council Members reviewed several scenarios and considered the application of the City’s Rules of Procedure and Robert’s Rules of Order.

ADJOURNMENT

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

PASSED and APPROVED the 5th of March 2026.

ATTEST:

\_\_\_\_\_  
Gabe Adame, Mayor

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

**MINUTES  
CITY OF ALVIN, TEXAS  
216 W. SEALY STREET  
CITY COUNCIL REGULAR MEETING  
AND EXECUTIVE SESSION  
THURSDAY, FEBRUARY 19, 2026  
7:00 PM**

**CALL TO ORDER**

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular and Executive Sessions at 7:00 PM in the Council Chambers at City Hall, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Meagan DeKeyzer; Council members: Ashley Davis, Richard Garivey, Scott Salter, Chris Vaughn and Martin Vela.

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

**INVOCATION AND PLEDGE OF ALLEGIANCE**

Brandon Moody, Director of Public Services, gave the invocation. Dan Kelinske, Director of Parks and Recreation, led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

**PRESENTATION**

Engineering Annual Departmental Presentation.

The Engineering Departmental Update was not presented and has been rescheduled for the next Council meeting.

**PUBLIC COMMENT**

There were no public comments.

**CONSENT AGENDA**

Consider approval of the February 5, 2026, City Council meeting minutes.

Acknowledge receipt of the 2025 Racial Profiling Report submitted annually to the Texas Commission on Law Enforcement (TCOLE) and the Alvin City Council as required by Article 2.134 of the Texas Code of Criminal Procedure.

*Article 2.134 of the Texas Code of Criminal Procedure requires that no later than March 1<sup>st</sup> of each year, law enforcement agencies submit a report containing the previous year's incident-based data to the Texas Commission on Law Enforcement (TCOLE) and to the governing body of that agency's city or county.*

*The 2025 report includes data on: gender, race or ethnicity, if race was known prior to the stop, reason for the stop, street address or approximate location of the stop, if a search was conducted, the reason for the search, if contraband was discovered, description of contraband, result of the stop (verbal warning, written warning, citation, arrest and if use of force resulting in bodily injury occurred), if an arrest occurred whether it was a penal law, traffic law, city ordinance or warrant. A comparison of demographic data collected with the latest demographic data estimate of the City of Alvin (census.gov), <https://www.census.gov/quickfacts/alvincitytexas>, was completed and submitted to TCOLE as well as the required data on traffic stops for the year. The actual demographic makeup of the city is considered to be outside this data set as no data set indicates that work, shopping or travel demographics within the city were included. The 2025 racial profiling report is believed to be representative of our population in general and does not indicate racial profiling bias. Alvin Police Department did not receive any complaints of racial profiling in 2025.*

Consider Addendum No. 1 for a one (1) year renewal agreement with Hawkins, Inc. to provide Polyphosphate for an amount not to exceed \$50,000; and authorize the City Manager to sign the Addendum upon legal review.

*Phosphates have many uses in the treatment of drinking water. Phosphates are used to prevent the discoloration of water ("red" from iron and "black" from manganese); prevent and/or retard scale formation (from mineral depositing) and corrosion (from low pH and/or dissimilar metals) in the water distribution system; and reduce soluble lead and copper in potable water delivered to the consumer's tap. The Council awarded the bid (B-25-03) to Hawkins, Inc. as the vendor to provide polyphosphate at \$7.70 per gallon on March 6, 2025. Hawkins has been reliable, dependable, and has delivered the product timely to date. The current contract has an option to extend for one (1) additional one (1) year term at the same terms and conditions, as long as both parties are in agreement. Hawkins has agreed to extend the contract for providing polyphosphate for an additional one (1) year at the same terms and conditions. Staff recommends extending the contract with Hawkins for providing polyphosphate.*

**Acknowledge receipt of the Fiscal Year 2026 Capital Improvement Program Quarterly Report.**

*Staff continues to carry out actions on budgeted projects as defined in the 2026 Capital Improvement Program (CIP). This report is an update as to the progress of each project year to date.*

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

*City Charter requires the Parks and Recreation Board to make recommendations to the City Council for improvement and betterment of public parks and recreational facilities by March 1st of each year. At the regular Park Board meeting on February 3, 2026, the Board recommended and unanimously approved a five-year forecast list of park improvements. The park improvement projects will remain part of the City's comprehensive Capital Improvement Project list, reviewed by the Planning Commission and presented again to City Council. The five-year park improvement projects list is a planning document. City staff recognizes that funding may not be available to fund all projects listed.*

**Consider Resolution 26-R-06, removing and adding certain authorized representatives of the City to complete the necessary transactions in connection with the TexPool Investment Accounts; and providing for other matters related thereto.**

*This Resolution updates various City Officials on the City of Alvin Texpool Investment Account, effective, February 20, 2026. **Texpool Investment Pool:** Add: Sokheng Thou, Controller (Authorized Rep), Remove: Chris Thomas, Administrative Services Director, Add: Darrell Hunting, Accountant (Inquiry Only).*

**Consider Resolution 26-R-07, updating the designation of persons authorized to act on behalf of the City of Alvin in connection with TexSTAR.**

*This Resolution removes Chris Thomas, Chief Financial Officer, and authorizes Sokheng Thou, Controller, as an "Authorized Representative" and Darrell Hunting as "Inquiry Only" on all current TexSTAR accounts, effective February 20, 2026. TexSTAR is an investment service for local governments. Staff recommends approval of Resolution 26-R-07.*

**Consider Resolution 26-R-08, updating the designation of persons authorized to act on behalf of the City of Alvin in connection with Texas CLASS (Texas Cooperative Liquid Assets Security System) Trust; and providing for other matters related thereto.**

*This Resolution removes Chris Thomas, Chief Financial Officer, as authorized representatives on all current Texas Class accounts, effective February 20, 2026. In addition, this Resolution adds Sokheng Thou, Controller, as "Authorized Representatives" and Darrell Hunting as "Read Only Access" on all current Texas Class accounts. Texas Cooperative Liquid Assets Securities System Trust (Texas Class) is a local government investment pool. Staff recommends approval of Resolution 26-R-08.*

**Consider Resolution 26-R-09, authorizing changes to Authorized Representatives for Local Government Investment Cooperative ("LOGIC"); and providing for other matters related thereto.**

*The Local Government Investment Cooperative (LOGIC) is an investment pool that is currently used by the City of Alvin. This Resolution amends the Authorized Representatives for the account, effective February 20, 2026. The following changes will be made to this account: Chris Thomas, Director of Administrative Services, removed as an "Authorized Representative.", Junru Roland, City Manager, and Dixie Roberts, Assistant City Manager, will remain "Authorized Representatives.", Sokheng Thou, Controller, added as an "Authorized Representative", and Darrell Hunting, Accountant, added as an "Inquiry Only Representative". Staff recommends approval of Resolution 26-R-09.*

**Consider Resolution 26-R-10, authorizing certain officers of the City of Alvin to sign and endorse checks and drafts on the City of Alvin bank accounts; and providing for other matters related thereto.**

*This Resolution updates various City Officials as authorized signers and limited signers to the City of Alvin bank accounts, effective February 20, 2026. Account # XXX0295 Operating Account - Remove: Chris Thomas, Dir. of Finance; Add: Sokheng Thou, Controller. Account # XXXXX7428 Utility Billing - Remove: Chris Thomas, Dir. of Finance; Add: Sokheng Thou, Controller. Account # XXXXX4433 TIRZ-Kendall Lakes - remove: Chris Thomas, Dir. of Finance; Add: Sokheng Thou, Controller. Account # XXXXX9224 EMS/Medicare - Remove: Chris Thomas, Dir. of Finance; Add: Sokheng Thou, Controller. Staff recommends approval of Resolution 26-R-10.*

Consider Resolution 26-R-11, authorizing the Mayor to execute an Advance Funding Agreement for Voluntary Local Government Contributions to Transportation Improvement Projects (On-System) with the Texas Department of Transportation (TxDOT) for upgrades to signal poles and mast arms along Business State Highway 35C (CCSJ 0178-08-017); authorizing payment; and providing for other matters related thereto.

*This is an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for upgraded black powder-coated signal poles and traffic mast arms associated with TxDOT's pavement repair/overlay project on Business SH 35C from SH 35 North to FM 1462.*

*TxDOT is performing pavement repairs along Business SH 35C from SH 35 North to FM 1462. In coordination with this project, the City of Alvin has requested aesthetic enhancements consisting of upgraded black powder-coated signal poles and traffic mast arms at the following intersections: BS 35C & FM 528, BS 35C & Sealy Street, BS 35C & South Street, BS 35C & FM 1462 (three signal poles at this location), Two black powder-coated pedestrian poles at the intersection of BS 35C & FM 1462. This item is consistent with the City's adopted Strategic Plan and Comprehensive Plan 2045, which emphasizes infrastructure investment, corridor enhancement, and strengthening community character along major transportation corridors. Business SH 35C serves as a primary gateway into the community, and the installation of upgraded signal infrastructure supports the City's long-term vision for improved aesthetics, modernization of public infrastructure, and enhancement of overall corridor identity.*

*Per the Agreement, the City is responsible for one hundred percent (100%) of the cost of the upgraded poles and mast arms, including any cost overruns. The total cost to the City is \$40,037.87, and payment must be remitted to TxDOT within thirty (30) days of execution of the Agreement. If the powder-coated signal poles or traffic mast arms are damaged after installation, the State will replace the damaged equipment with TxDOT standard equipment. Should the City elect to reinstall black powder-coated equipment in lieu of standard equipment, the cost of such upgrades shall be the responsibility of the City. Staff recommends approval of Resolution 26-R-11.*

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

### **OTHER BUSINESS**

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

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

### **REPORTS FROM THE CITY MANAGER**

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

Mr. Junru Roland announced items of community interest.

### **ITEMS OF COMMUNITY INTEREST**

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

Council member Salter extended thanks to all that attended the Fire Department Banquet. He also congratulated Alvin ISD's Bridget Landry of Mark Twain Elementary for being awarded Principal of the year and Mary Shaw of Hood-Case Elementary as Vice Principal of the Year.

Mayor Adame congratulated Council member DeKeyzer on her uncontested race for her next term of office. She congratulated him on the same. Mayor also thanked Chris Thomas, Director of Finance, for his service to the City of Alvin.

Council member Vaughn also expressed thanks to Chris Thomas for his years of service. He also extended condolences on behalf of former Council member Dick Tyson, who recently passed away.

### **EXECUTIVE SESSION**

Mayor Adame called for executive session at 7:08 p.m. in accordance with the following:

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

**RECONVENE TO OPEN SESSION**

Mayor Adame reconvened the meeting to open session at 8:14 p.m.

Consider and take action, if appropriate, on matters discussed in Executive Session.

Council member Vela moved to approve the termination agreement with the City Attorney and authorize the Mayor to sign said agreement. Seconded by Council member Garivey; motion carried with all members present voting Aye.

**ADJOURNMENT**

Mayor Adame adjourned the meeting at 8:15 p.m.

PASSED and APPROVED the 5th of March 2026.

ATTEST:

\_\_\_\_\_  
Gabe Adame, Mayor

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



# AGENDA COMMENTARY

Meeting Date: 3/5/2026

**Department:** Public Services

**Contact:** Brandon Moody, Director of Public Services

**Agenda Item:** Consider Addendum No. 1 for a one (1) year renewal agreement with Univar Solutions to provide Sodium Bisulfite for an amount not to exceed \$30,000; and authorize the City Manager to sign the Addendum upon legal review.

**Type of Item:** Action Item

**Summary:** Sodium Bisulfite is used at the Wastewater Treatment Plant following chlorine disinfection prior to discharging the effluent to the receiving water to process and treat the wastewater. This product removes the chlorine from the treated wastewater before it is discharged into the receiving stream.

The Council awarded the bid (B-25-01) to Univar Solutions to provide sodium bisulfite at \$2.69 per gallon on March 6, 2025. Univar Solutions has been reliable, dependable, and has delivered the product timely to date. The current contract has an option to extend for one (1) additional one (1) year term at the same terms and conditions, as long as both parties are in agreement, Univar has agreed to extend the contract for providing sodium bisulfite for an additional one (1) year at the same terms and conditions. Staff recommends extending the contract with Univar Solutions for providing sodium bisulfite.

**Funding Expected:** Revenue  Expenditure  N/A

**Budgeted Item:** Yes  No  N/A

**Funding Account:** 211-6003-00-2425 **Amount:** \$30,000

**1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required

**Date Completed:** 2/24/2026 SLH

**Finance Review Required:** N/A  Required

**Date Completed:** \_\_\_\_\_

**Supporting documents attached:**

1. Sodium Bisulfite Agreement; Addendum No. 1; 2026-2027
2. Extension Authorization Letter; 2026
3. Sodium Bisulfite; Agreement; 2025

**Recommendation:** Move to approve Addendum No. 1 for a one (1) year renewal agreement with Univar Solutions to provide Sodium Bisulfite for an amount not to exceed \$30,000; and authorize the City Manager to sign the Addendum upon legal review.

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

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

**ADDENDUM NO. 1**

**TO THE  
SODIUM BISULFITE AGREEMENT  
BETWEEN THE CITY OF ALVIN AND UNIVAR SOLUTIONS USA, LLC.**

THIS Addendum No. 1 to the Sodium Bisulfite Agreement (“Addendum No. 1”) is made on this the **5th day of March 2026**, by and between the **CITY OF ALVIN, TEXAS**, a home-rule city of the State of Texas (the “City”) and **UNIVAR SOLUTIONS USA LLC** (“Contractor”).

**WHEREAS**, on March 6, 2025, the City approved and entered into an Agreement with **UNIVAR SOLUTIONS USA LLC** to provide Sodium Bisulfite to the **CITY** in complete accordance with the City’s specifications, conditions, and prices in accordance with the Instructions to Bidders, Bid Specifications, and Bid Form, attached as Exhibit A; and

**WHEREAS**, the Agreement provided for a one (1) year term, with an option to renew for one (1) additional year with the same terms and conditions; and

**WHEREAS**, the City and Contractor desire to extend the term of the Agreement for an additional year ending March 6, 2027. (See letter attached as Exhibit B).

**WITNESSETH:**

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises contained herein, the City and Contractor hereby agree as follows:

**I.**

This renewal term is subject to all the provisions contained within the original Agreement.

**II.**

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement, and Addendum No. 1, the provisions of Addendum No. 1 shall control. Addendum No. 1 may only be amended, modified or supplemented by written agreement and signed by all parties.

**IN WITNESS WHEREOF**, the parties have made and executed Addendum No. 1 to the Sodium Hypochlorite Agreement in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

This Agreement is entered into as of the date in the first paragraph.

**THE CONTRACTOR:  
UNIVAR SOLUTIONS USA LLC**

**THE CITY:  
CITY OF ALVIN, TEXAS**

By: \_\_\_\_\_  
Shawnasey McCarthy  
Municipal Commercial Manager

By: \_\_\_\_\_  
Junru Roland  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST/SEAL**

**ATTEST/SEAL**

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

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

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

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

**From:** Roise Holiday-Henry  
**To:** Brandon Moody; Roise Holiday-Henry; Matthew Baize  
**Cc:** Christina Cardona; Sara Cruz  
**Subject:** RE: Contract extension  
**Date:** Wednesday, February 11, 2026 6:18:50 AM  
**Attachments:** image002.png; image003.png  
**Importance:** High

Good morning Brandon,

Yes, Univar is able to hold price for the annual term. If there is anything that needs to be signed or completed, please let me know.

Thank you and have a great day.

**Roise Holiday-Henry**  
**Sr. Municipal Bid Specialist**  
Univar Solutions USA LLC.  
**Cell: 206-653-5075**

[roise.holidayhenry@UnivarSolutions.com](mailto:roise.holidayhenry@UnivarSolutions.com)  
[muniteam-east@univarsolutions.com](mailto:muniteam-east@univarsolutions.com)  
[UnivarSolutions.com](http://UnivarSolutions.com)



**From:** Brandon Moody <brandon.moody@alvin.gov>  
**Sent:** Tuesday, February 10, 2026 12:13 PM  
**To:** Roise Holiday-Henry  
**Cc:** Christina Cardona  
**Subject:** Contract extension

Rosie,

We currently have a contract with Univar for providing Sodium Bisulfate. The current contract expires on 3/6/26, but there is a provision that allows an extension of this contract for an additional one-year term at the same terms and conditions. Can you answer if Univar is agreeable to extending the current contract/agreement for an additional one-year term with the same terms and conditions? Please let me know if you have any questions.

Thanks,  
Brandon



**Brandon Moody**  
City of Alvin  
Director of Public Services  
(281) 388-4325 Work  
Brandon.moody@alvin.gov  
1100 W Hwy 6, Alvin, Texas 77511  
[www.alvin-tx.gov](http://www.alvin-tx.gov)  
Office Hrs: Mon-Thurs 7:00 a.m. - 6:00 p.m.  
**Serving with Pride!**

**SODIUM BISULFITE AGREEMENT  
BETWEEN THE CITY OF ALVIN AND UNIVAR SOLUTIONS USA LLC.**

**STATE OF TEXAS** §  
**COUNTY OF BRAZORIA** §

This Agreement was made and entered into on the 6<sup>th</sup> day of March, 2025, by and between the **CITY OF ALVIN, TEXAS** (CITY), a home rule municipality in Brazoria County, Texas, and **UNIVAR SOLUTIONS USA LLC**. (CONTRACTOR).

**DESCRIPTION**

**WITNESSETH:** In consideration of the payments and agreements hereinafter mentioned, to be made and performed by the CITY, CONTRACTOR agrees to be a vendor for Sodium Bisulfite for the CITY as described herein:

CONTRACTOR agrees to provide the chemical, Sodium Bisulfite, to the CITY in complete accordance with the CITY'S specifications, conditions, and prices in accordance with the Instruction to Bidders, Bid Specifications, and Bid Form, attached hereto as Exhibit "A."

**AGREEMENT**

This Agreement shall consist of the Instruction to Bidders, Bid Specifications, and Bid Form. These items shall form the Agreement and are as fully a part of the Agreement as if attached to the Agreement.

The CONTRACTOR agrees to provide Sodium Bisulfite to the City of Alvin for the prices listed in Exhibit "A," for the duration of the contract. However, if market prices change, CONTRACTOR will provide the most recent manufacturer's adjustment for any increase the following quarter by providing CITY with a written thirty (30) day notice for any price increases.

**TERM**

The CONTRACTOR shall provide Sodium Bisulfite for one (1) year beginning the 6<sup>th</sup> day of March, 2025, with the same prices, terms, and conditions.

The amounts to be paid are based on the CONTRACTOR'S Bid Form, attached hereto and subject to the conditions which are described in the contract documents.

This Agreement is entered into as of the date in the first paragraph.

**THE CONTRACTOR:**

**UNIVAR SOLUTIONS USA LLC**

By: Shawnasey McCarthy  
Printed Name: Shawnasey McCarthy

Title: Municipal Commercial Manager  
Date: 03/12/2025

ATTEST/SEAL

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

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

**THE CITY:**

**CITY OF ALVIN, TEXAS**

By: [Signature]  
Junru Roland  
City Manager

Date: 3-12-25

ATTEST/SEAL

By: [Signature]  
Dixie Roberts  
City Secretary

Date: 3-12-25

APPROVED AS TO FORM:

By: [Signature]  
Suzanne L. Hanneman  
City Attorney

# Exhibit A



Request for Bid  
Bid # B-25-01

*Sodium Bisulfite*

*City of Alvin, Texas*

216 West Sealy Street  
Alvin, Texas 77511  
[citysecretary@cityofalvin.com](mailto:citysecretary@cityofalvin.com)

Univar Solutions USA LLC  
8201 S. 212th  
Kent, WA 98032-1994  
USA

T 206-653-5075  
www.univarsolutions.com



February 11, 2025

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

ORIGINAL

RE: Sodium Bisulfite B-25-01

Dear Miss Dixie Roberts,

Univar is pleased to offer a price quote on your Bid due Tuesday, February 18, 2025 at 2:00 P.M., and has done so on the attached required paperwork.

Our contact information for all things bid and contract related, as well as the information for your local branch, is also attached.

We look forward to hearing the results of your request – we have included a self-addressed, stamped envelope for the bid tabulations.

Thank you,

*Roise Holiday*

Sr. Municipal Bid Specialist  
Central Region  
Univar Solutions USA LLC  
[Muniteam-east@univarsolutions.com](mailto:Muniteam-east@univarsolutions.com)  
[www.univarsolutions.com](http://www.univarsolutions.com)

**Please Note:** Seller shall indemnify Buyer for losses to the extent caused by Seller's negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller's liability is limited to the purchase price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Please Note:** Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges – they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing.



City of Alvin  
**REQUEST FOR BID (B-25-01)**  
**SODIUM BISULFITE**

The City of Alvin is accepting sealed competitive bids for an annual agreement for Wastewater Treatment Chemical for Liquid Sodium Bisulfite.

**Sealed proposals clearly labeled “Sodium Bisulfite”** will be received until Tuesday, February 18, 2025, at 2:00 p.m. at the Alvin City Hall, Attn: Dixie Roberts, City Secretary, 216 West Sealy, Alvin, Texas. The Bid document may be downloaded on the City of Alvin website at [www.alvin-tx.gov](http://www.alvin-tx.gov) – City Government – Bidding Opportunities. Questions should be directed to [citysecretary@cityofalvin.com](mailto:citysecretary@cityofalvin.com).

Responses must be received by the City Secretary of the City of Alvin no later than 2:00 p.m. on Tuesday, February 18, 2025. Proposals received after the deadline will not be opened and will be considered void and unacceptable.

(s) Dixie Roberts, City Secretary

**Advertisements:**

- February 2, 2025
- February 9, 2025

## INSTRUCTION TO BIDDERS

### 1. BIDS, PREPARATION AND SUBMITTAL

Bids will be submitted upon the standard bid form without modification or provisions except those required, and each proposal submitted must be completely filled out AND marked: **Bid # B-25-01 SODIUM BISULFITE** to be opened publicly and read aloud at the City Council Chambers, Alvin City Hall, 2<sup>nd</sup> floor, 216 West Sealy, Alvin, Texas 77511.

Bids must be completed and submitted in TRIPLICATE. Each bid shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm agreement.

All figures must be written in ink or typewriter. Figures written in pencil or erasures are not acceptable. Mistakes may be crossed out, corrections inserted, and initialed by the person signing the proposal. Bids cannot be altered or amended after submission deadline.

The Advertisement to Bidders, Instructions to Bidders, Specification and Compliance, Addenda (if any), and Bid Form contained herein are considered as part of bid and take precedent over the Standard Form Agreement.

### 2. INTENT OF BID DOCUMENTS

Bidders should fully inform themselves as to call conditions and matters which can in any way affect the work or costs thereof and visit the site of work. Should a bidder find discrepancies in, or omissions from, the Specifications or other documents, or should be in doubt as to their meaning and intent he should notify the City of Alvin at once and obtain clarification prior to submitting bid.

The submission of a bid by Bidder shall be conclusive evidence that the bidder is fully acquainted and satisfied as to character, quality and quantity of work to be performed and materials to be furnished.

### 3. DELIVERY OF BIDS

Bids received prior to the time of opening will be kept securely unopened. Bids received after 2:00pm of the opening date, are considered late and shall be returned unopened. The person whose duty is to open them will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer for the premature opening of a bid not properly addressed or identified. Oral, faxed, or emailed bids will not be considered.

### 4. WITHDRAWAL OF BIDS

Bids may be withdrawn by written or emailed requests dispatched by the bidder in a time for delivery in the normal course of business prior to the time fixed for opening, provided that emailed withdrawal is confirmed in writing over the signature of the bidder within forty-eight (48) hours thereafter. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid has been opened.

### 5. IRREGULAR BIDS

Bids will be considered irregular if they show any omissions, alterations of form, additions or conditions not called for, unauthorized alternate bids or irregularities of any kind. The City of Alvin reserves the right to waive any irregularities and make the award in its best interest.

### 6. DISQUALIFIED BIDS

Bidders may be disqualified, and their proposal not considered for any of the following specific reasons:

- a. Reason for believing collusion exists between the bidders.
- b. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated.
- c. The bidder being interested in any litigation against the City.
- d. The bidder being in arrears or default on any existing contract or having defaulted on a previous contract.
- e. Lack of competency as revealed by the financial state, experience and equipment, questionnaires, etc.
- f. Incomplete work which, in the judgement of the City, will prevent or hinder the prompt completion of additional work if awarded.
- g. Failure to acknowledge on the Bid Form receipt of an Addendum.

**7. TAXES**

The City is exempt from the State Limited Sales and Use Tax. The price must net exclusive of the above mentioned tax, and will be so construed.

**8. BASIS OF AWARD**

It is the intent of the City to award the agreement to the bidder submitting the lowest, responsible total bid, meeting all specifications and represents the most advantageous proposal to the City. The City reserves the right to extend any agreement when most advantageous to the City.

In determining the lowest responsible bid, the following elements shall be considered:

- a. The purchase price;
- b. The reputation of the bidder and the bidder's goods or services;
- c. The quality of the bidders goods and services;
- d. The extent to which the goods or services meet the City's needs;
- e. The bidder's past relationship with the City;
- f. The impact on the ability of the city to comply with laws and rules relating to contracting the historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- g. The total long-term cost to the City to acquire the bidder's goods or services; and
- h. Any other criteria specifically listed in this request for bids.

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## SCOPE OF WORK & SPECIFICATIONS

### SODIUM BISULFITE (B-25-01)

#### 1.00 DESCRIPTION

<b>Appearance:</b>	Clear pale yellow liquid
<b>Odor:</b>	Sulfur
<b>PH:</b>	3.5-5.0
<b>Specific Gravity:</b>	1.31-1.38
<b>Solubility in Water:</b>	Complete

**1.01 SCOPE:** Furnish the CITY OF ALVIN with a quality product that meets or exceeds field standards in sodium bisulfite production. Chemicals shall be a virgin product that is NSF approved. **NOT A BI-PRODUCT.**

**1.02 REQUIREMENTS:** 38-42% NaHSO<sub>3</sub> by weight to be delivered to the City's Wastewater Treatment Plant. The quantity ordered will be a minimum of 1,000 gallons per shipment to be distributed to the Wastewater Treatment Facility. The bid price shall be good for one year from the award date. The estimated amount of NaHSO<sub>3</sub> to be consumed for twelve-month period will be between forty thousand (40,000) and sixty thousand (60,000) gallons. The purchased chemical shall be delivered within forty-eight hours from the time the order is placed. The chemical shall be bid at a per gallon cost.

**1.03 INSURANCE:** Supplier shall furnish to the City, upon award of contract, a copy of their:

1. Comprehensive Vehicle Liability.
2. Workers Compensation and Employers Liability.

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**BID SUMMARY**  
**B-25-01 Sodium Bisulfite**

<b>PER GALLON BID PRICE:</b>	\$2.69/gl
<b>DELIVERY TIME:</b>	3 - 5 business days

*No additional charges of any kind will be allowed to be charged during the term of the contract if not noted in bid proposal. Any variations from detailed specifications must be noted. The City of Alvin reserves the right to increase and decrease the estimated quantities.*

*Special Note: Altered bids will not be accepted.*

---

Attn: City Clerk  
Labeled: (B-25-01 Sodium Bisulfite)  
216 West Sealy  
Alvin, Texas 77511



**Proposal Cover Sheet**  
Due Date: Tuesday, February 18, 2025, by 2:00 p.m.

Univar Solutions USA LLC

**Name of Firm/Company**

Roise Holiday, Municipal Bid Specialist

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

---

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	Proposa
	rdcopies Req
^	Completed Public Information Act Form

**Texas Public Information Act**

Steps to Assert that Information is Confidential or Proprietary

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

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

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

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

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

The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

The proposal/bid submitted contains confidential information, which is labeled, and which may be found on the following pages: n/a and any information contained on page number not listed above may be released to the public if required under the Texas Public Information Act.

**Vendor/Proposer Submitting:** Univar Solutions USA LLC

**Signature:**  **Date:** 2/11/2025

**Print Name:** Roise Holiday **Print Title:** Municipal Bid Specialist

**Standard Terms and Conditions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**INVOICES:** Invoices must be itemized, and purchase order number must be referenced on the original invoice. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the proposer for correction. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>																																									
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>																																									
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>																																									
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																											
<b>3</b> Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																																											
<b>4</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Name of Interested Party</th> <th style="width: 20%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 40%;">Nature of Interest (check applicable)</th> </tr> <tr> <td></td> <td></td> <th style="width: 15%;">Controlling</th> <th style="width: 25%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)				Controlling	Intermediary																																		
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		Controlling	Intermediary																																								
<b>5</b> Check only if there is no Interested Party. <input type="checkbox"/>																																											
<b>6 UNSWORN DECLARATION</b> My name is _____, and my date of birth is _____ My address: _____ (street) (city) (state) (zip code) (country) I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____ (month) (year) <div style="text-align: center; margin-top: 10px;">                         _____                          Signature of authorized agent of contracting business entity                          (Declarant)                     </div>																																											
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																																											

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b> Date Received	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;">Univar Solutions USA LLC</p>		
<p><b>2</b> <input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; font-size: 1.2em;">City of Alvin</p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No                 </p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No                 </p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> <p style="text-align: center; font-size: 1.2em; margin-top: 10px;">n/a</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b> </p> <p style="font-size: 0.8em;">Signature of vendor doing business with the governmental entity</p>		<p style="font-size: 1.2em; margin-top: 10px;">2/11/2025</p> <p style="font-size: 0.8em;">Date</p>

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

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

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

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

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

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

\*\*\*

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

(C) of a family relationship with a local government officer.



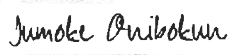
**CERTIFICATE OF SECRETARY**

I, Jumoke Onibokun, hereby certify that:

- 1. I am the duly elected, qualified and acting Assistant Secretary of Univar Solutions USA LLC, a Washington Limited Liability Company (the "Company"), and am a custodian of the corporate records of the Company and am familiar with the matters herein certified.
- 2. The below list of persons are authorized to execute, for and on behalf of the Company, written municipal bids or municipal proposals for the sale of other disposition of products up to \$2.5 million handled by the Company.

- Shawnasey McCarthy- Municipal Commercial Manager
- Victoria Meakim - Municipal Specialist
- Roise Holiday-Henry- Municipal Specialist
- Jennifer Perras – Sr. Municipal Specialist
- Shelley Riggle - Municipal Specialist
- Stacy Ziegler- Municipal Specialist
- Raven Claudio - Municipal Specialist
- Ileana Caballero – Municipal Specialist

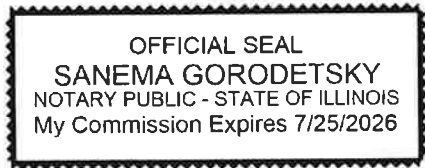
IN WITNESS WHEREOF, I have executed this Certificate of Secretary of the Company this 4<sup>th</sup> day of January 2024.

DocuSigned by:  
  
 E781477F984E470

Jumoke Onibokun, Assistant Secretary

State of Illinois     )  
                                   )  
 County of DuPage    )

This Certificate of Secretary was signed and sworn before me on this 4<sup>th</sup> day of January 2024 by Jumoke Onibokun, Assistant Secretary of Univar Solutions USA LLC.



Seal

DocuSigned by:  
  
 EB3185C32E35401

Sanema Gorodetsky  
 Notary Public  
 My commission expires July 25, 2026



# AGENDA COMMENTARY

**Meeting Date:** 3/5/2026

**Department:** Public Services

**Contact:** Brandon Moody, Director of Public Services

**Agenda Item:** Consider Addendum No. 1 for a one (1) year renewal agreement with Brenntag Southwest, Inc., to provide Sodium Hypochlorite for an amount not to exceed \$110,000; and authorize the City Manager to sign the Addendum upon legal review.

**Type of Item:** Action Item

**Summary:** Sodium hypochlorite (liquid bleach) is used at the City’s wastewater treatment plant to disinfect treated effluent before it is discharged. The chemical works by destroying harmful microorganisms such as bacteria and viruses, helping the City meet state and federal water quality standards and protect public health and the environment.

The Council awarded the bid (B-25-02) to Brenntag Southwest, Inc., to provide sodium hypochlorite at \$1.69 per gallon on March 6, 2025. Brenntag Southwest, Inc., has been reliable, dependable, and has delivered the product timely to date. The current contract has an option to extend for one (1) additional one (1) year term at the same terms and conditions, as long as both parties are in agreement, Brenntag Southwest, Inc., has agreed to extend the contract for providing sodium hypochlorite for an additional one (1) year at the same terms and conditions. Staff recommends extending the contract with Brenntag Southwest, Inc., for providing sodium hypochlorite.

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

**Funding Account:** 211-6003-00-2425 **Amount:** \$110,000 **1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required  **Date Completed:** 2/24/2026 SLH

**Finance Review Required:** N/A  Required  **Date Completed:** \_\_\_\_\_

**Supporting documents attached:**

1. Sodium Hypochlorite Agreement; Addendum No. 1; 2026-2027
2. Sodium Hypochlorite; Extension Letter; 2026
3. Sodium Hypochlorite; Agreement; 2025

**Recommendation:** Move to approve Addendum No. 1 for a one (1) year renewal agreement with Brenntag Southwest, Inc., to provide Sodium Hypochlorite for an amount not to exceed \$110,000; and authorize the City Manager to sign the Addendum upon legal review.

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

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

**ADDENDUM NO. 1**  
**TO THE**  
**SODIUM HYPOCHLORITE AGREEMENT**  
**BETWEEN THE CITY OF ALVIN AND BRENNTAG SOUTHWEST, INC.**

THIS Addendum No. 1 to the Sodium Hypochlorite Agreement (“Addendum No. 1”) is made on this the **5th day of March 2026**, by and between the **CITY OF ALVIN, TEXAS**, a home-rule city of the State of Texas (the “City”) and **BRENNTAG SOUTHWEST, INC.** (“Contractor”).

**WHEREAS**, on March 6, 2025, the City approved and entered into an Agreement with **BRENNTAG SOUTHWEST, INC.** to provide Sodium Hypochlorite to the **CITY** in complete accordance with the City’s specifications, conditions, and prices in accordance with the Instructions to Bidders, Bid Specifications, and Bid Form, attached as Exhibit A; and

**WHEREAS**, the Agreement provided for a one (1) year term, with an option to renew for one (1) additional year with the same terms and conditions; and

**WHEREAS**, the City and Contractor desire to extend the term of the Agreement for an additional year ending March 6, 2027. (See letter attached as Exhibit B).

**WITNESSETH:**

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises contained herein, the City and Contractor hereby agree as follows:

**I.**

This renewal term is subject to all the provisions contained within the original Agreement.

**II.**

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement, and Addendum No. 1, the provisions of Addendum No. 1 shall control. Addendum No. 1 may only be amended, modified or supplemented by written agreement and signed by all parties.

**IN WITNESS WHEREOF**, the parties have made and executed Addendum No. 1 to the Sodium Hypochlorite Agreement in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

This Agreement is entered into as of the date in the first paragraph.

**THE CONTRACTOR:  
BRENNTAG SOUTHWEST, INC.**

**THE CITY:  
CITY OF ALVIN, TEXAS**

By: \_\_\_\_\_  
W. Thomas Crain, Jr.  
President

By: \_\_\_\_\_  
Junru Roland  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST/SEAL**

**ATTEST/SEAL**

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

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

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

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

**From:** Tullier, Gayle **To:** Brandon Moody **Cc:** Schutt, Tammy **Subject:** RE: Contract extension **Date:** Tuesday, February 10, 2026 3:17:26 PM **Attachments:** image001.png

**Brandon:**

Brenntag will be happy to extend our contract with the City of Alvin for an additional year at the same pricing, terms and conditions.

Thank you,

**Gayle Tullier**  
Municipal Bid Coordinator  
Focus Industries Brenntag Essentials North America



**Brenntag North America LLC**  
5083 Pottsville Pike  
Reading, Pennsylvania 19605  
United States of America

**From:** Brandon Moody <brandon.moody@alvin.gov>  
**Sent:** Tuesday, February 10, 2026 11:31 AM  
**To:** Tullier, Gayle(Brenntag)  
**Cc:** Schutt, Tammy (Brenntag)  
**Subject:** Contract extension

Gayle,

We currently have a contract with Brenntag for providing Sodium Hypochlorite. The current contract expires on 3/6/26, but there is a provision that allows an extension of this contract for an additional one year term at the same terms and conditions. Can you answer if Brenntag is agreeable to extending the current contract/agreement for an additional one year term with the same terms and conditions?

Please let me know if you have any questions.

Thanks,  
Brandon



**SODIUM HYPOCHLORITE AGREEMENT**  
**BETWEEN THE CITY OF ALVIN AND BRENNAG SOUTHWEST, INC.**

**STATE OF TEXAS** §  
**COUNTY OF BRAZORIA** §

This Agreement is made and entered into on this 6<sup>th</sup> day of March 2025, by and between the **CITY OF ALVIN, TEXAS (CITY)**, a home rule municipality in Brazoria County, Texas, and **BRENNAG SOUTHWEST, INC. (CONTRACTOR)**.

**DESCRIPTION**

**WITNESSETH:** In consideration of the payments and agreements hereinafter mentioned, to be made and performed by CITY, CONTRACTOR agrees to be a vendor for Chlorine for the CITY as described herein:

The CONTRACTOR agrees to provide the chemical, Sodium Hypochlorite, to the CITY in complete accordance with the CITY'S specifications, conditions, and prices in accordance with the Instruction to Bidders, Bid Specifications, and Bid Form, attached hereto as Exhibit "A."

**AGREEMENT**

This Agreement shall consist of the Instruction to Bidders, Bid Specifications, and Bid Form. These items shall form the Agreement and are as fully a part of the Agreement as if attached to the Agreement.

The CONTRACTOR agrees to provide Sodium Hypochlorite to the City of Alvin for the prices listed in Exhibit "A," for the duration of the contract. However, if market prices change, CONTRACTOR will provide the most recent manufacturer's adjustment for any increase the following quarter by providing CITY with a written thirty (30) day notice for any price increases.

**TERM**

The CONTRACTOR shall provide Sodium Hypochlorite for one (1) year beginning the 6<sup>th</sup> day March, 2025, and with an option to renew for one (1) additional years with the same prices, terms, and conditions.

The amounts to be paid are based on the CONTRACTOR'S Bid Form attached hereto and subject to the conditions which are described in the contract documents.

This Agreement is entered into as of the date signed by the City Manager, and is executed in two (2) original copies; of which one (1) is to be retained by the City, and one (1) is to be delivered to the Contractor.

**THE CONTRACTOR:**  
**BRENTAG SOUTHWEST, INC.**

By: W. Thomas Crain Jr.  
Printed Name: W. Thomas Crain, Jr.

Title: President  
Date: March 25, 2025

ATTEST/SEAL

By: Gayle Tullier  
Printed Name: Gayle Tullier

Title: Municipal Bid Coordinator  
Date: March 25, 2025

**THE CITY:**  
**CITY OF ALVIN, TEXAS**

By: [Signature]  
Junru Roland, City Manager

Date: 3-6-25

ATTEST/SEAL

By: Dixie Roberts  
Dixie Roberts, City Secretary

Date: 1-6-25

APPROVED AS TO FORM:

By: [Signature]  
Suzanne L. Hanneman  
City Attorney

# Exhibit A



**Request for Bid**  
**Bid # B-25-02**

***Sodium Hypochlorite***

*City of Alvin, Texas*

216 West Sealy Street  
Alvin, Texas 77511  
[citysecretary@cityofalvin.com](mailto:citysecretary@cityofalvin.com)



**City of Alvin**  
**REQUEST FOR BID (B-25-02)**  
**SODIUM HYPOCHLORITE**

The City of Alvin is accepting sealed competitive bids for an annual agreement for Wastewater Treatment Chemical for Liquid Sodium Hypochlorite.

**Sealed proposals clearly labeled “Sodium Hypochlorite”** will be received until Tuesday, February 18, 2025, at 2:00 p.m. at the Alvin City Hall, Attn: Dixie Roberts, City Secretary, 216 West Sealy, Alvin, Texas. The Bid document may be downloaded on the City of Alvin website at [www.alvin-tx.gov](http://www.alvin-tx.gov) – City Government – Bidding Opportunities. Questions should be directed to [citysecretary@cityofalvin.com](mailto:citysecretary@cityofalvin.com).

Responses must be received by the City Secretary of the City of Alvin no later than 2:00 p.m. on Tuesday, February 18, 2025. Proposals received after the deadline will not be opened and will be considered void and unacceptable.

(s) Dixie Roberts, City Secretary

**Advertisements:**

- February 2, 2025
- February 9, 2025

## INSTRUCTION TO BIDDERS

### 1. BIDS, PREPARATION AND SUBMITTAL

Bids will be submitted upon the standard bid form without modification or provisions except those required, and each proposal submitted must be completely filled out.

AND marked: **Bid # B-25-02 SODIUM HYPOCHLORITE**

To be opened publicly and read aloud at the City Council Chambers, Alvin City Hall, 2<sup>nd</sup> floor, 216 West Sealy, Alvin, Texas 77511.

Bids must be completed and submitted in TRIPLICATE. Each bid shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm agreement.

All figures must be written in ink or typewriter. Figures written in pencil or erasures are not acceptable. Mistakes may be crossed out, corrections inserted, and initialed by the person signing the proposal. Bids cannot be altered or amended after submission deadline.

The Advertisement to Bidders, Instructions to Bidders, Specification and Compliance, Addenda (if any), and Bid Form contained herein are considered as part of bid and take precedent over the Standard Form Agreement.

### 2. INTENT OF BID DOCUMENTS

Bidders should fully inform themselves as to call conditions and matters which can in any way affect the work or costs thereof and visit the site of work. Should a bidder find discrepancies in, or omissions from, the Specifications or other documents, or should be in doubt as to their meaning and intent he should notify the City of Alvin at once and obtain clarification prior to submitting bid.

The submission of a bid by Bidder shall be conclusive evidence that the bidder is fully acquainted and satisfied as to character, quality and quantity of work to be performed and materials to be furnished.

### 3. DELIVERY OF BIDS

Bids received prior to the time of opening will be kept securely unopened. Bids received after 2:00pm of the opening date, are considered late and shall be returned unopened. The person whose duty is to open them will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer for the premature opening of a bid not properly addressed or identified. Oral, faxed, or emailed bids will not be considered.

### 4. WITHDRAWAL OF BIDS

Bids may be withdrawn by written or emailed requests dispatched by the bidder in a time for delivery in the normal course of business prior to the time fixed for opening, provided that emailed withdrawal is confirmed in writing over the signature of the bidder within forty-eight (48) hours thereafter. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid has been opened.

**5. IRREGULAR BIDS**

Bids will be considered irregular if they show any omissions, alterations of form, additions or conditions not called for, unauthorized alternate bids or irregularities of any kind. The City of Alvin reserves the right to waive any irregularities and make the award in his best interest.

**6. DISQUALIFIED BIDS**

Bidders may be disqualified, and their proposal not considered for any of the following specific reasons:

- a. Reason for believing collusion exists between the bidders.
- b. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated.
- c. The bidder being interested in any litigation against the City.
- d. The bidder being in arrears or default on any existing contract or having defaulted on a previous contract.
- e. Lack of competency as revealed by the financial state, experience and equipment, questionnaires, etc.
- f. Incomplete work which, in the judgement of the City, will prevent or hinder the prompt completion of additional work if awarded.
- g. Failure to acknowledge on the Bid Form receipt of an Addendum.

**7. TAXES**

The City is exempt from the State Limited Sales and Use Tax. The price bid must net exclusive of the above mentioned tax, and will be so construed.

**8. BASIS OF AWARD**

It is the intent of the City to award the agreement to the bidder submitting the lowest, responsible total bid, meeting all specifications and represents the most advantageous proposal to the City. The City reserves the right to extend any agreement when most advantageous to the City.

In determining the lowest responsible bid, the following elements shall be considered:

- a. The purchase price;
- b. The reputation of the bidder and the bidder's goods or services;
- c. The quality of the bidders goods and services;
- d. The extent to which the goods or services meet the City's needs;
- e. The bidder's past relationship with the City;
- f. The impact on the ability of the city to comply with laws and rules relating to contracting the historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- g. The total long-term cost to the City to acquire the bidder's goods or services; and
- h. Any other criteria specifically listed in this request for bids.

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## SCOPE OF WORK & SPECIFICATIONS

### SODIUM HYPOCHLORITE (B-25-02)

#### PART 1: GENERAL

##### 1.00 DESCRIPTION

<b>Appearance:</b>	Clear pale-yellow liquid
<b>Odor:</b>	Chlorine
<b>PH:</b>	12.5-13.5
<b>Specific Gravity:</b>	1.16-1.26
<b>Solubility in Water:</b>	Complete

**1.01 SCOPE:** Furnish the CITY OF ALVIN with a quality product that meets or exceeds field standards in sodium hypochlorite production. Chemicals shall be produced with RO water for cleanliness.

**1.02 REQUIREMENTS:** 12.5% NAOCL by weight to be delivered to the wastewater treatment plant. Quantity ordered will be between 3,000 and 4,500 gallons per shipment to be distributed at the WWTP located at 7100 County Road 160. The bid price shall be good for one year from the award date. The estimated amount of NAOCL to be consumed for the twelve-month period will be between sixty thousand (60,000) and ninety thousand (90,000) gallons. The chemical shall be bid at a per gallon cost. Upon consent by the vendor and the city, the contract may be extended for up to 12 months.

**1.03 INSURANCE:** Supplier shall furnish to the City, upon award of contract, a copy of their:

1. Comprehensive Vehicle Liability.
2. Workers Compensation & Employers Liability.

#### PART 2:

##### 1.0 DESCRIPTION

1. 12% Sodium Hypochlorite

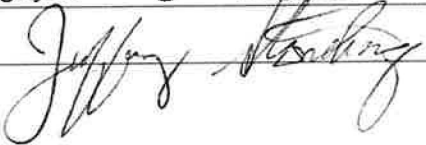
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**BID SUMMARY**  
**B-25-02 Sodium Hypochlorite**

<b>PER GALLON BID PRICE</b>	\$1.69/Gal
<b>DELIVERY TIME</b>	3-4 Days ARO

*No additional charges of any kind will be allowed charged during the term of the contract if not noted in bid proposal. Any variations from detailed specifications must be noted. The City of Alvin reserves the rights to increase and decrease the estimated quantities.*

*Special Note: Altered bids will not be accepted.*

NAME: Jeffrey Stoneking  
TITLE: Vice President Materials Management  
COMPANY: Brenntag Southwest, Inc.  
ADDRESS: 704 E. Wintergreen Rd.  
Lancaster, Texas 75134  
TELEPHONE: ~~XXXXXXXXXXXX~~  
EMAIL: ~~XXXXXXXXXXXX~~  
SIGNATURE: 

Mail / deliver bid to: City of Alvin  
Attn: City Clerk (B-25-02 Sodium Hypochlorite)  
216 West Sealy  
Alvin, Texas 77511



**Proposal Cover Sheet**  
**Due Date: Tuesday, February 18, 2025, by 2:00 p.m.**

Brenntag Southwest, Inc.

**Name of Firm/Company**

Jeff Stoneking, Vice President Materials Management

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

704 E. Wintergreen Rd., Lancaster, Texas 75134

**Mailing Address City State Zip**

~~XXXXXXXXXXXXXXXXXXXX~~

**Telephone Number**

~~XXXXXXXXXXXXXXXXXXXX~~

**Email Address**

*Jeff Stoneking*  
**Authorized Signature**

February 13, 2025

**Date**

**Proposal Submission Checklist**

<input type="checkbox"/>	Proposal Cover Sheet
<input type="checkbox"/>	3 hardcopies of Request
<input type="checkbox"/>	Completed Public Information Act Form

**Texas Public Information Act**

Steps to Assert that Information is Confidential or Proprietary

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

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

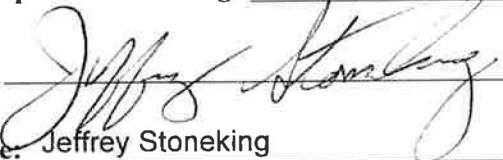
**Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.**

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

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

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

Vendor/Proposer Submitting: Brenntag Southwest, Inc.

Signature:  Date: February 13, 2025

Print Name: Jeffrey Stoneking Print Title: Vice President Materials Management

## Standard Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>																																							
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>																																							
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>																																							
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																									
<b>3</b> Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																																									
<b>4</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%;">Name of Interested Party</th> <th rowspan="2" style="width: 25%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 40%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%;">Controlling</th> <th style="width: 25%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																		
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		Controlling	Intermediary																																						
<b>5</b> Check only if there is <b>NO</b> Interested Party. <input type="checkbox"/>																																									
<b>6 UNSWORN DECLARATION</b> My name is _____, and my date of birth is _____. My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <span style="float: right;">(month) (year)</span>																																									
_____ Signature of authorized agent of contracting business entity (Declarant)																																									
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																																									

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>  Date Received	
<b>1</b> Name of vendor who has a business relationship with local governmental entity.  Brenntag Southwest, Inc.		
<b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
<b>3</b> Name of local government officer about whom the information is being disclosed.  <div style="text-align: center;">                         _____                          None                          Name of Officer                     </div>		
<b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?  <div style="text-align: center;"> <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No                     </div>		
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?  <div style="text-align: center;"> <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No                     </div>		
<b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
<b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
<b>7</b> Signature of vendor doing business with the governmental entity		February 13, 2025 Date

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

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

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

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

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

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

\*\*\*  
(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

(C) of a family relationship with a local government officer.



# AGENDA COMMENTARY

Meeting Date: 3/5/2026

Department: City Manager

Contact: Junru Roland, City Manager

**Agenda Item:** Consider an extension to the agreement with Wells Fargo Bank for bank depository services for the City of Alvin through December 31, 2026, and authorize the City Manager to sign the agreement upon legal review.

**Type of Item:** Contract/Agreement

**Summary:** Wells Fargo has provided an extension to the City’s existing Depository Services Agreement; extending the term through December 31, 2026. The current agreement was last renewed in 2023 for 2024 through 2025.

This extension will allow the City to maintain continuity of banking and depository services while staff prepares to issue a formal Request for Proposals (RFP) for depository services later this fall. Conducting the RFP process will ensure the City evaluates competitive options and secures services aligned with current operational and financial needs.

Staff recommends approval of the one-year extension.

**Funding Expected:** Revenue  Expenditure  N/A

**Budgeted Item:** Yes  No  N/A

**Funding Account:**  **Amount:**

**1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required

**Date Completed:** 2/24/2026 SLH

**Finance Review Required:** N/A  Required

**Date Completed:**

**Supporting documents attached:**

1. Wells Fargo Extension; 2026
2. Wells Fargo Agreement; 2021

**Recommendation:** Move to approve an extension to the agreement with Wells Fargo Bank for bank depository services for the City of Alvin through December 31, 2026, and authorize the City Manager to sign the agreement upon legal review.

Reviewed by Department Head, if applicable:

Reviewed by Chief Financial Officer, if applicable:

Reviewed by City Attorney, if applicable:

Reviewed by City Manager, if applicable:



# Amendment to Master Agreement for Treasury Management Services

Treasury Management Services

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## Introduction

This Amendment supplements and modifies the Master Agreement for Treasury Management Services (“Master Agreement”) for City of Alvin. “You,” “your” or “yours” refers to the customer identified in the immediately preceding sentence. The terms “we,” “us,” or “our” refer to the Bank. Capitalized terms used but not defined in this Amendment are defined in the Master Agreement. This Amendment constitutes part of the Service Documentation as defined in the Master Agreement. If there is a conflict between this Amendment and the Master Agreement or other Service Documentation, this Amendment will control. Except as expressly modified by this Amendment, all terms and provisions of Master Agreement and Service Documentation will continue to apply with full force and effect.

## Amendment

We agree that the Master Agreement governing our relationship with you is amended as follows:

1. The following text is added at the end of Section 3 of the Master Agreement (titled “**Changes to services**”):

“Notwithstanding the immediately preceding paragraph, through the Initial Term End Date (as defined below) Bank will not change the fees for Services reflected on Attachment A, except:

- in order to reflect the impact of any change in Applicable Law;
- in the event your Service usage volume is materially lower than that reflected on Attachment A;
- for changes to Bank’s pricing methodology for Services, including element IDs associated with a Service, so long as the change does not increase the total price of the Services to you (unless permitted under one of the two immediately preceding bullet points).

If you implement additional Services not described on Attachment A prior to the Initial Term End Date, the fees for such additional Services will be as disclosed to you in connection with the implementation of such additional Services.”

2. The following text is added at the beginning of Section 4 (titled “**Term and termination**”) as a new first sentence:

“Subject to the termination provisions below, the initial term of this Agreement will commence on January 1, 2026 and expire on December 31, 2026 (“Initial Term End Date”).”

3. The text of Section 12 (titled “**Governing Law**”) is deleted in its entirety and replaced with the following:

“**Governing law.** The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of Texas, without reference to its principles of conflicts of laws (“Governing Law”).”

4. The text of Section 14 (titled “**Jurisdiction**”) is deleted in its entirety and replaced with the following:

“**Jurisdiction.** For any proceedings regarding this Agreement (other than a proceeding subject to arbitration), you and we each hereby irrevocably submits to the jurisdiction of the courts of Texas or the federal courts located there and irrevocably agrees that all claims relating to the proceeding may be heard or determined in those courts.”

5. The following text is added to the end of the Master Agreement as a new Section 17:

“**Anti-Boycott Statute Verifications.** To the extent that Chapters 2271, 2274 and 2276 of the Texas Government Code (the “Anti-Boycott Statutes”) apply to this Agreement and subject to applicable U.S. federal law, including, without limitation, 50 U.S.C. Sections 4841-4843, we verify that:

- We do not, and will not during the term of this Agreement, boycott Israel;
- We do not, and will not during the term of this Agreement, boycott energy companies; and
- We do not, and will not during the term of this Agreement, have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association.

The foregoing verifications will not apply to the extent the Anti-Boycott Statutes do not apply to this Agreement. Terms used in this Section, including without limitation “boycott Israel”, “boycott energy companies” and “discriminate against a firearm entity or firearm trade association”, will have the meanings assigned thereto in the Anti-Boycott Statutes.”

**WELLS FARGO BANK, N.A.**

By: 

Name: Dane Hawkins

Title: Lead Commercial Relationship Mgr.

Date: 2-23-2020

**CITY OF ALVIN**

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

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

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

Date: \_\_\_\_\_

Attachment A  
Pricing for Specified Treasury Management Services  
See Attached

# Master Agreement for Treasury Management Services

The Service Documentation contains the terms under which Wells Fargo Bank, N.A. and the banks, branches or subsidiaries listed in Appendix X (collectively, "Bank") provide you treasury management services (each, a "Service"). "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in a Service ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Master Agreement for Treasury Management Services ("Agreement") are defined in this document.

You and we agree:

1. **Service documentation.** The Service Documentation contains the terms governing each Service and includes:
  - a. The Service Description (which contains terms and conditions applicable to the specific Service),
  - b. The Acceptance (which indicates your acceptance of the Service Documentation),
  - c. This Agreement (which contains terms and conditions applicable to all Services),
  - d. The account agreement governing the account(s) (each, an "Account") you use in connection with the Service,
  - e. The Product Enrollment Form (which contains set-up information for each Service in which you are enrolling), and
  - f. User Guides (which include our vendors' and our documentation related to the installation, set-up function, features, operation, use, pricing or other aspects of the Services, including Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Agreement and the Service Descriptions for Services you enroll in are posted on Wells Fargo Vantage<sup>SM</sup> ("Vantage") formerly known as Commercial Electronic Office<sup>®</sup> (CEO<sup>®</sup>). If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Agreement and all Service Documentation.

2. **Services.** You and we will agree upon the Services to be provided and the start date for each Service. Each Service is subject to the approval by our applicable branch or subsidiary. We will notify you when you have completed all requirements for enrolling in the Service and the Service is ready for you to use.
3. **Changes to services.** We may change (or add to) the terms and fees in the Service Documentation at any time. If a change to a Service requires a change to the Service Documentation, we will post the document(s) with the change on Vantage. When required by Applicable Law, we will notify you of the change. If you continue to use a Service after a change takes effect, you will be bound by the change. As used in this Agreement, the term "Applicable Law" means all applicable laws (including common or customary laws), statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, by-laws, rulings, orders or operating circulars governing our activities and/or any Transaction (see section 6-a) governed by this Agreement, including, but not limited to, the funds transfer system and clearing and settlement house rules.
4. **Term and termination.** Unless a Service is terminated in accordance with the Service Documentation, this Agreement and each Service will continue in effect until terminated by either party upon 30 days' prior written notice to the other party. When a Service is terminated for any reason, the Service Documentation governing the terminated Service is also terminated.

We may suspend or terminate any Service:

- a. After we notify you of a breach of any provision of the Service Documentation or any other agreement with us, and you fail to cure the breach (if it can be cured) within 15 days of the date of the notice; or
- b. Without prior notice to you if:
  - i. We reasonably suspect that an Account associated with a Service has been compromised or otherwise subject to irregular, unauthorized, fraudulent, or illegal activity,
  - ii. You become subject to any insolvency or bankruptcy proceeding, or any receivership, liquidation, reorganization, or other similar proceeding, or you enter into any agreement or proceeding for voluntary liquidation, dissolution, composition with or assignment for the benefit of creditors or other winding up,
  - iii. We determine in our sole discretion that continuing to provide a Service may place us at risk of financial loss or result in an unacceptable credit exposure,
  - iv. Any guaranty of your obligations to us ("Guaranty") is terminated, revoked, or its validity contested by the guarantor ("Guarantor"),
  - v. We determine in our sole discretion that a material adverse change has occurred in your ability to perform your obligations under the Service Documentation; or in the ability of a Guarantor to perform its obligations under a Guaranty, or
  - vi. The Account necessary to provide a Service is closed.

The termination of a Service will not affect your or our respective rights and obligations with respect to the Service(s) provided before the termination including without limitation Transactions. We will not be liable to you for any losses or damages you may incur as a result of any termination of any Service or termination or restriction of any Vantage access rights under section 9(d) below.

5. **Service fees.** You will pay us the fees described in the Service Documentation and any taxes applicable to each Service, however designated, but excluding taxes based on our net income. We may debit your Account for any fees not covered by earnings credits and any taxes that are due, or we may send you an invoice for these amounts, which you will promptly pay. Our charges and fees are in the applicable fee schedule for Services used in connection with your Account.
6. **Security procedures.**
  - a. Unless otherwise agreed, you agree that "Security Procedure" is the applicable security procedure described in the Service Documentation for your Initiation Method for the Service, which we will use to verify the authenticity of a Transaction. The term "Initiation Method" refers to the method we offer in the product enrollment form ("Set-up Form") or other Service Documentation for delivering your Transaction instructions to us with respect to the applicable Service and includes any applicable transmission protocols. The term "Transaction" means (i) any funds transfer, payment order, or payment instruction (including any communication cancelling or amending an instruction), and (ii) any instruction, data or other information which we receive in your name with respect to a funds transfer. The purpose of the Security Procedure is to verify the authenticity of the Transaction. We will not use the Security Procedure to detect an erroneous or duplicate Transaction. You will be responsible for any erroneous or duplicate transaction we receive in your name. You agree to be bound by each Transaction, whether or not authorized by you, issued in your name and accepted by us in compliance with the Security Procedure for the Service.
  - b. You agree that each Security Procedure for the Initiation Method in the Set-up Form or other Service Documentation for each of the Services (a) best meets your requirements with regard to the size, type and frequency of your Transactions, and (b) is commercially reasonable.
7. **Confidential information.** Unless otherwise stated in the Service Documentation, "Confidential Information" means all (a) User Guides, (b) Security Procedures, passwords, codes, security devices and related instructions and technical and non-technical information and intellectual property rights relating to our vendors' or our technology, IT infrastructure or data security, including trade secrets, systems information security program or processes, SSAE or SOC reports, and testing procedures or results. You will not acquire any ownership interest in or rights to Confidential Information as a result of your use of any Service.

You will:

- a. Maintain the confidentiality of the Confidential Information,

- b. Not disclose (or permit your employees or agents to disclose), copy, transfer, sublicense, or otherwise make any of it available to any person or entity, other than your employees who have a need to use the Confidential Information in connection with the applicable Service, and
- c. Not decompile, reverse engineer, disassemble, modify, or create derivative works of any Confidential Information.

You will notify us immediately if you know of or suspect any unauthorized disclosure, possession, use, or knowledge (each, an "Unauthorized Use") of any Confidential Information. If you (or your employees or agents) are responsible for the Unauthorized Use, you will, at your expense, promptly take all actions, including initiating court proceedings to recover possession and prevent further Unauthorized Use of the Confidential Information. You will also compensate us for any injury caused to us as a result of the Unauthorized Use.

- 8. Currency conversion.** When your instructions require us to convert the amount of a Transaction from the currency in which the Account is denominated ("Account Currency") to another currency ("Foreign Currency"), we will do so using the Applicable Exchange Rate in effect at the time we execute your Transaction. "Applicable Exchange Rate" means the exchange rate we set and use for you when we convert one currency to another currency and includes a markup. The markup factors include costs incurred, market risks and our desired return. The exchange rate we provide to you may be different from the exchange rates you see elsewhere. Foreign exchange rates are dynamic, and rates fluctuate over time based on market conditions, liquidity, and risks.

If a financial institution designated to receive the funds does not pay the beneficiary specified in the Transaction, and the funds are returned to us, we will not be liable to you for a sum greater than the amount of the Transaction after we have converted it from the Foreign Currency to the Account Currency using the Applicable Exchange Rate in effect at the time the funds are returned to us. You accept the risks of any change in the Applicable Exchange Rate between the time you request a Transaction and the time the Transaction is either completed or is unwound due to a cancellation, an amendment, a rejection, or a return.

**9. Vantage.**

- a. **Description of Vantage.** Vantage is our electronic banking platform that is accessed through the Internet. Your Authorized Agents (defined below) may use Vantage to access (i) Services in which you have separately enrolled and (ii) third-party sites we may make available through Vantage. We offer different channels through which you may access Vantage, including personal computers and mobile devices. We may add or eliminate channels at any time. A Service or third party site accessible through one channel may not be accessible through another channel.
- b. **Access to Vantage.** When you enroll in Vantage, and as we may determine is necessary after enrollment, we will provide Log-On Credentials (defined below) to the persons who are authorized to access Vantage on your behalf (each, an "Authorized Agent"). Log-On Credentials mean one or more secure methods we provide to access the Services and may include user IDs, passwords, token IDs, and other methods that we adopt from time to time. We have no obligation to separately verify or authenticate any communication we receive in your name through Vantage, whether or not it was actually from an Authorized Agent. You assume the entire risk of (i) unauthorized use of your Log-On Credentials and (ii) unencrypted electronic transmissions.
- c. **Administration of Vantage.** We offer two options for administering Vantage: (i) Administration and (ii) Bank administration.
  - i. **Administration.** If you enroll in the Administration option, there are three categories of Authorized Agents: Company Administrator, Administrator, or User. Unless you and we separately agree, we will provide Log-On Credentials only to your initial Company Administrator(s) who will (a) assign Log-On Credentials to other individuals and (b) designate those individuals as one of the following:
    - (1) A Company Administrator, who may perform all functions of your initial Company Administrator,
    - (2) An Administrator, who may perform all functions of an Administrator including designating other Administrator(s) and User(s), or
    - (3) A User, who may access the Services designated by a Company Administrator or an Administrator, as well as those Services in which we permit a User to self-enroll.

Each Company Administrator and Administrator has the authority to enroll you in additional Services. In addition to your use of Administration as described in this subsection, you may request that we assign Log-On Credentials to Users that you designate in writing to us. Your designation to us will specify the Services which the User is authorized to access in addition to those Services in which we permit a User to self-enroll.

- ii. Bank administration. For the Bank administration option, there is one category of Authorized Agent: Users. We will assign Log-On Credentials to each User you designate.

You will promptly revoke the Log-On Credentials of any Authorized Agent or User when that individual is no longer authorized to access Vantage. If you notify us in writing to revoke the Log-On Credentials of an Authorized Agent or User, we will have a reasonable time after receiving your written notification to revoke the individual's access.

- d. Terminating access. We may terminate or restrict any Authorized Agent's access to any Service through Vantage if we determine such use:
  - i. Does not comply with any term applicable to Vantage,
  - ii. Is not permitted by Applicable Law,
  - iii. Is not authorized by you or any third party whose authorization we believe is necessary, or
  - iv. Should be denied for your or our protection (without us agreeing to or being required to make this determination in any circumstance).
- e. Financial information. Financial market data, quotes, news, research, and other financial information developed by third parties and transmitted to us ("Financial Information") may be available to you at Vantage. The posting of any Financial Information or any other information or data at Vantage is not a recommendation by us of any particular Service or action. We do not guarantee the accuracy or completeness of any Financial Information, nor are we responsible for (i) the actions or omissions of the third parties developing or transmitting Financial Information or (ii) any decision you make or action you take by relying on any Financial Information.
- f. Miscellaneous. For purposes of this section 9 only, "Service" includes each service and product we or any of our affiliates offer that you access through Vantage. This section 9 will survive the termination of any Service or this Agreement.

#### 10. Alerts.

- a. Non-subscribed alerts. When you enroll in Vantage or other channels or Services, you consent to receiving by email or other delivery channels, servicing messages that we determine are important or urgent. You do not need to subscribe to receive such alerts and you do not pay additional service fees.
- b. Subscribed alerts. You may also enroll in fee-based alerts for applicable Services so that you can receive messages you subscribe to at the intervals and through delivery channels that you choose.

#### 11. Liability and indemnification.

- a. We are not obligated to honor, in whole or in part, any Transaction or other instruction that:
  - i. Exceeds the available balance in the Account, unless otherwise provided in the Service Documentation,
  - ii. Does not comply with the Service Documentation or our applicable policies, procedures, or practices made available to you,
  - iii. We have reason to believe may not have been duly authorized, should not be honored for our or your protection, or involves funds subject to a hold, dispute, restriction, or legal process, or
  - iv. Would possibly result in us not complying with Applicable Law.
- b. Neither we nor our software vendors make any express or implied representations or warranties with respect to the Services or any software used in connection with the Services, including any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.
- c. Any claim, action, or proceeding against us for losses or damages arising from a Service, must be brought within one year from the date of the act or omission, except as otherwise stated in the account agreement governing the Account.
- d. We will have no liability for our failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond our reasonable control. If we determine that any funds transfer or communications network, Internet service provider, or other system used to provide a Service is unavailable, inaccessible, or otherwise unsuitable for use by you or us, we may, upon notice to you, suspend or discontinue the affected Service.
- e. We will only be liable to you for actual damages incurred as a direct result of our failure to exercise reasonable care in providing the Services. Reasonable care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Our policies and procedures are general internal guidelines for our use and do not establish a higher standard of care for us than otherwise established under Applicable Law. A mere clerical error or an honest mistake will not be considered a failure by us to perform any of our obligations. Our liability to you will be limited to an amount not greater than 10 times our

fees incurred in the calendar month immediately before the calendar month in which the loss or damages were incurred (or, if no fees were incurred in that month, our fees incurred in the month in which the losses or damages were incurred).

- f. Except in the case of our negligence or intentional misconduct, you will indemnify and hold us, our directors, officers, employees and agents (“Representatives”) harmless from all losses or damages that arise out of:
  - i. The performance of a Service in compliance with the Service Documentation, including any warranty we are required to make to a third party in connection with a Service,
  - ii. An act or omission of any of your agents, couriers, or Authorized Agents, and
  - iii. If the Service includes a license or sublicense of any software, any use or distribution of the software by you or any person gaining access to the software through you that is inconsistent with the license or sublicense.

You will promptly provide us with written proof of loss, and notify us if you become aware of any third party claim related to a Service. You will cooperate fully (and at your own expense) with us in recovering a loss. If we reimburse you, we or our designee will be subrogated to all of your rights (i.e., we will be entitled to assert any legal rights you had relating to the claim).

- g. Except as expressly provided otherwise in the Service Documentation, neither party nor its Representatives will be liable to the other party for:
  - i. Any special, consequential, incidental (including court costs and attorneys’ fees), indirect, or punitive losses or damages, or
  - ii. Business interruption, loss of profits, loss of business, loss of revenue, loss of goodwill, loss of opportunity, loss or injury to reputation, or loss of anticipated savings, whether any claim is based on contract or tort, or whether the likelihood of these losses or damages was known to the other party and regardless of the form of the claim or action.
- h. When you send payments on behalf of your third party customers, you agree you are solely liable to your customers for any and all losses those customers may suffer. We exclude all and any liability of whatever nature (including those losses detailed in subsection g above) arising out of your relationship with your customer.

**12. Governing law.** The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of (i) the U.S. state in which the office of Bank that maintains the Account is located or, if there is no such state or no account associated with such Service, (ii) the State of New York, without reference to its principles of conflicts of laws (“Governing Law”).

**13. Arbitration agreement.** Upon demand by you or us, any dispute or claim arising out of or relating to this Agreement, or the breach thereof, must be submitted to arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in dispute is U.S. \$5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts in dispute of less than U.S. \$5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state of the applicable Governing Law, and if there is no such state, the place of arbitration must be New York, NY. The language of the arbitration must be English. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This arbitration requirement does not limit the right of you or us to: (a) exercise self-help remedies including setoff or (b) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of you or us to submit any dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in (a) and (b) of this section.

**14. Jurisdiction.** For any proceedings regarding this Agreement (not subject to arbitration as provided in this Agreement), you hereby irrevocably submit to the jurisdiction of the courts of the Borough of Manhattan, New York City, in the State of New York or the federal courts located there and irrevocably agree that all claims in relating to the proceeding may be heard or determined in those courts.

**15. Miscellaneous.**

- a. **Severability.** Any portion of the Service Documentation which is inconsistent with Applicable Law or Governing Law will be deemed modified and applied in a manner consistent therewith, and we will incur no liability to you as a result of the inconsistency or modification and application to any dispute regarding the Service Documentation. If any portion or provision of the Service Documentation is deemed unenforceable, it will not affect the

enforceability or validity of the remaining Service Documentation nor the enforceability or validity of that portion or provision under the law of any other jurisdiction.

- b. **Entire agreement.** The Service Documentation (and any documents referred to therein):
  - i. Constitutes the entire agreement between you and us regarding the Services we provide for all Accounts opened with us, and
  - ii. Supersedes and extinguishes all prior agreements, understandings, representations and warranties of any nature (including requests for proposals and other sales material), whether oral or written, between you and us relating to any of our Services (including any other Master Agreement for Treasury Management Services, but excluding the current Commercial Account Agreement or Global Commercial Account Agreement, as applicable).
- c. **Electronic agreement.** To facilitate execution, the Service Documentation may be executed by a party in the form of an "Electronic Record" (as defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ["ESIGN Act"]). The Service Documentation may be executed in as many counterparts as may be required to reflect all parties' approval, and all counterparts will collectively constitute a single agreement. An "Electronic Signature" (as defined in the ESIGN Act) that can be authenticated will constitute an original and binding signature of a party. The fact that a document is in the form of an Electronic Record or is signed using an Electronic Signature will not, in and of itself, be grounds for invalidating such document.
- d. **No waiver.** Neither our failure nor any delay by us in exercising any right or remedy will be deemed to be a waiver of the right or remedy. No course of dealing or waiver of any right on one occasion will constitute a modification of the Service Documentation or be a waiver of that right on a subsequent occasion.
- e. **Third party beneficiaries.** Except as otherwise provided in the Service Documentation, no person or entity other than the parties to this Agreement will be deemed to be a third party beneficiary under the Service Documentation.
- f. **Financial condition.** You will provide us promptly upon our request any existing financial statements or other information pertaining to your financial condition or any previously unprepared financial statements which we may require you to prepare and/or to be audited or reviewed by independent certified public accountants acceptable to us.
- g. **Your representations and warranties.** You represent and warrant that: (i) you will not use any Service in a manner that would violate any Applicable Law by you or us; (ii) if you employ an agent in connection with its use of any Service, you represent and warrant to us that: (1) your governing body has duly authorized the agent; (2) you will exercise appropriate controls to ensure each authorized agent does not exceed the authority granted to it; and (3) you will preserve the confidentiality of the Log-On Credentials and immediately notify us if you become aware or suspect that any Log-On Credential may have been compromised.
- h. **Use of names.** You and we will not use each other's name or refer to our relationship in any solicitation, marketing material, advertisement, news release, or other written, online or oral communication without specific prior written consent for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior written approval for such use.
- i. **Notices and communications.** Either party may provide notice to the other party by mail, personal delivery, or electronic transmission.
  - i. You will notify us promptly in writing of any change in your name, Address, legal status, or any other changes relevant to the conduct of the Account or affecting your business relationship with us.
  - ii. The term "Address" as used in this Agreement refers to a mailing or electronic address.
  - iii. You will use the Address where your relationship manager or other manager is located and will address any notice to the attention of the manager.
  - iv. Each party will have a reasonable time after receipt of any notice to act on it.
  - v. Any communication or notice to us from your agent about your use of a Service will be deemed to be a communication from you, and you authorize us to communicate with your agent about any such communication or Service.
  - vi. We are entitled to rely on any communication or notice from you that we believe in good faith was authorized by your authorized representative or Authorized Agent and, we will have no obligation to verify or authenticate an identity of a sender or signature on any notice or communication, except as expressly provided in the Service Documentation.

**16. Survival.** Sections 7, 9, 11 - 15 will survive termination of the Services or this Agreement.

## **Appendix X**

### Applicable Branches or Subsidiaries of Bank

1. Wells Fargo Bank, N.A., UK Branch
2. Wells Fargo Bank, N.A., Canadian Branch
3. Wells Fargo Bank, National Association, Shanghai Branch
4. Wells Fargo Bank, National Association, Hong Kong Branch



# Amendment to Master Agreement for Treasury Management Services

## Treasury Management Services

## Introduction

This Amendment supplements and modifies the Master Agreement for Treasury Management Services (“Master Agreement”) for City of Alvin. “You,” “your” or “yours” refers to the customer identified in the immediately preceding sentence. The terms “we,” “us,” or “our” refer to the Bank. Capitalized terms used but not defined in this Amendment are defined in the Master Agreement. This Amendment constitutes part of the Service Documentation as defined in the Master Agreement. If there is a conflict between this Amendment and the Master Agreement or other Service Documentation, this Amendment will control. Except as expressly modified by this Amendment, all terms and provisions of Master Agreement and Service Documentation will continue to apply with full force and effect.

## Amendment

We agree that the Master Agreement governing our relationship with you is amended as follows:

1. The following text is added at the end of Section 3 of the Master Agreement (titled “**Changes to services**”):

“Notwithstanding the immediately preceding paragraph, through the Initial Term End Date (as defined below) Bank will not change the fees for Services reflected on Attachment A, except:

- in order to reflect the impact of any change in Applicable Law;
- in the event your Service usage volume is materially lower than that reflected on Attachment A;
- for changes to Bank’s pricing methodology for Services, including element IDs associated with a Service, so long as the change does not increase the total price of the Services to you (unless permitted under one of the two immediately preceding bullet points).

If you implement additional Services not described on Attachment A prior to the Initial Term End Date, the fees for such additional Services will be as disclosed to you in connection with the implementation of such additional Services.”

2. The following text is added at the beginning of Section 4 (titled “**Term and termination**”) as a new first sentence:

“Subject to the termination provisions below, the initial term of this Agreement will commence on January 1, 2021 and expire on December 31, 2023 (“Initial Term End Date”), and this Agreement may be extended for not more than two (2) additional one-year extension terms by your and our mutual consent.”

3. The text of Section 12 (titled “**Governing Law**”) is deleted in its entirety and replaced with the following:

“**Governing law.** The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of Texas, without reference to its principles of conflicts of laws (“Governing Law”).”

4. The text of Section 14 (titled "Jurisdiction") is deleted in its entirety and replaced with the following:

**"Jurisdiction.** For any proceedings regarding this Agreement (other than a proceeding subject to arbitration), you and we each hereby irrevocably submits to the jurisdiction of the courts of Texas or the federal courts located there and irrevocably agrees that all claims relating to the proceeding may be heard or determined in those courts."

**WELLS FARGO BANK, N.A.**


By: 

Name: Ann O. Battaglia

Title: Vice President

Date: 1-20-2021

**CITY OF ALVIN**

By: 

Name: Jerry Roland

Title: City Manager

Date: 1-14-21



# AGENDA COMMENTARY

Meeting Date: 3/5/2026

**Department:** City Manager

**Contact:** Junru Roland, City Manager

**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 2026 season.

**Type of Item:** Action Item

**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: [www.brazoriacountytx.gov](http://www.brazoriacountytx.gov). Residents can also submit spray requests by calling their office, or by visiting the website listed above.

Staff recommends approval.

<b>Funding Expected:</b> Revenue <input type="checkbox"/> Expenditure <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	<b>Budgeted Item:</b> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
<b>Funding Account:</b> _____	<b>Amount:</b> _____
<b>1295 Form Required?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Legal Review Required:</b> N/A <input checked="" type="checkbox"/> Required <input type="checkbox"/>	<b>Date Completed:</b> <u>2/24/2026 SLH</u>
<b>Finance Review Required:</b> N/A <input checked="" type="checkbox"/> Required <input type="checkbox"/>	<b>Date Completed:</b> _____

**Supporting documents attached:**

1. Mosquito Aerial Spraying Auth Letter; 2026
2. Brazoria County 2026; Aerial Spraying Letter

**Recommendation:** Move to approve authorizing the City Manager to send a letter to the Brazoria County Mosquito Control District for the continuation of aerial spraying services for the 2026 season.

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

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



[www.alvin.gov](http://www.alvin.gov)

**CITY OF ALVIN**

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

**Office of the City Manager**

March 5, 2026

Ms. Fran Henderson, Director  
Brazoria County Mosquito Control District  
1380 East Kiber  
Angleton, Texas 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

BRAZORIA COUNTY



MOSQUITO CONTROL  
DISTRICT

February 23, 2026

RE: AERIAL SPRAYING OVER BRAZORIA COUNTY

The Brazoria County Mosquito Control is updating files for the 2026 season of aerial spraying over cities and towns of Brazoria County. We would like your permission “to spray” or “not to spray” over your area. The spray is done during heavy outbreaks of mosquitos by our aerial contract sprayer. The Federal Aviation Administration requires us to make this request on a yearly basis.

Aerial spraying takes place only after a public notification to inform the citizens of Brazoria County that we will be spraying. The notifications can be found on our website, and Brazoria County’s official Facebook and X pages. The flying schedule depends heavily upon landing rate counts, weather and wind conditions.

Our daily spray schedule will be posted on our website.

<https://www.brazoriacountytx.gov/departments/mosquito-control/spray-schedule>

If your governing body would like to continue receiving this service for your city or town, please email approval or disapproval on your letterhead to [twalker@brazoriacountytx.gov](mailto:twalker@brazoriacountytx.gov) Please have one of the following officials sign the letter: (A) Mayor, (B) City Manager, (C) Chief of Police, or(D) City Council.

We would appreciate your prompt response to our request.

Respectfully,



Fran Henderson  
Director, Mosquito Control



979-864-1532



1380 E Kiber, Angleton, TX



[twalker@brazoriacountytx.gov](mailto:twalker@brazoriacountytx.gov)



# AGENDA COMMENTARY

Meeting Date: 3/5/2026

**Department:** City Secretary

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

**Agenda Item:** Consider Resolution 26-R-12, declaring unopposed candidates elected to office, canceling the May 2, 2026, General Election, and providing for other matters related thereto.

**Type of Item:** Resolution

**Summary:** This item considers a Resolution declaring unopposed candidates elected and cancelling the May 2, 2026 General Election.

The City Council previously ordered a General Election to be held on May 2, 2026, by Resolution No. 26-R-03 adopted on February 5, 2026, for the purpose of electing the Mayor and City Council Member, District E.

The candidate filing period and the deadline for declaration of write-in candidacy have now passed. Pursuant to Texas Election Code § 2.052, the City Secretary has certified in writing that the following candidates are unopposed: Mayor, Gabe Adame, and City Council Member, District E, Meagan DeKeyzer.

Texas Election Code § 2.053 authorizes the governing body to declare unopposed candidates elected and cancel the election when no opposition exists.

Adoption of the proposed Resolution will formally:

- Declare the unopposed candidates elected to office
- Cancel the May 2, 2026 General Election
- Authorize required posting and administrative actions

Cancellation of the election will eliminate costs associated with conducting the May 2, 2026 election.

Although the candidates are declared elected upon adoption of the Resolution, the elected officials will be administered the Oath of Office following the May 2, 2026, uniform election date, consistent with statutory term commencement requirements and City practice.

Staff recommends approval of Resolution No. 26-R-12.

**Funding Expected:** Revenue  Expenditure  N/A

**Funding Account:**  **Amount:**

**Budgeted Item:** Yes  No  N/A

**1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required

**Date Completed:** 2/24/2026 SLH

**Finance Review Required:** N/A  Required

**Date Completed:** \_\_\_\_\_

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**Supporting documents attached:**

1. Resolution 26-R-12; Cancelling Election
  2. Certification of Unopposed Candidates; 2026
- 

**Recommendation:** Move to approve Resolution 26-R-12, declaring unopposed candidates elected to office, canceling the May 2, 2026, General Election, and providing for other matters related thereto.

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Reviewed by Department Head, if applicable:

Reviewed by Chief Financial Officer, if applicable:

Reviewed by City Attorney, if applicable:

Reviewed by City Manager, if applicable:

**RESOLUTION 26-R-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, DECLARING UNOPPOSED CANDIDATES ELECTED TO OFFICE, CANCELLING THE MAY 2, 2026, GENERAL ELECTION, AND PROVIDING FOR OTHER MATTERS RELATED THERETO.**

**WHEREAS**, the City Council of the City of Alvin, Texas, ordered a General Election to be held on May 2, 2026, by Resolution 26-R-03 adopted on February 5, 2026, for the purpose of electing the Mayor and City Council Member, District E; and

**WHEREAS**, the filing period for such offices has closed, the deadline for declaration of write-in candidacy has passed, and the City Secretary has certified in writing to the City Council that the following candidates are unopposed and are the only candidates who filed an application for a place on the ballot:

Gabe Adame  
Candidate for Mayor

Meagan DeKeyzer  
Candidate for City Council Member, District E

**WHEREAS**, Texas Election Code §2.053 authorizes the governing body to declare unopposed candidates elected without requiring that the election be held; and

**WHEREAS**, the City Council finds and determines that it is proper to declare these unopposed candidates elected to the offices for which they filed.

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

**Section 1. Declaration of Elected Candidates.** Pursuant to Texas Election Code §2.053, the following unopposed candidates are hereby declared elected to the offices indicated:

**Mayor:**  
Gabe Adame

**City Council Member District E:**  
Meagan DeKeyzer

**Section 2. Cancellation of Election.** The General Election scheduled to be held on May 2, 2026, is hereby cancelled pursuant to Texas Election Code §2.053.

**Section 3. Certification and Posting.** The City Secretary is hereby authorized and directed to:

- a. file this Resolution in the official records of the City;
- b. post a copy of this Resolution in accordance with State Law; and
- c. provide all necessary documentation to the appropriate authorities as required by law.

**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.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND APPROVED** this 5<sup>th</sup> day of March 2026.

**THE CITY OF ALVIN, TEXAS**

**ATTEST**

---

Gabe Adame, Mayor

---

Dixie Roberts, City Secretary



## **CERTIFICATION OF UNOPPOSED CANDIDATES**

### **City of Alvin, Texas**

I, Dixie Roberts, City Secretary of the City of Alvin, Texas, pursuant to Texas Election Code §2.052, hereby certify that the following candidates are unopposed for election to office for the General Election scheduled to be held on May 2, 2026.

I further certify that:

- The deadline for filing applications for a place on the ballot has passed;
- The deadline for declaration of write-in candidacy has passed;
- No declared write-in candidates filed for these offices; and
- No proposition is to appear on the ballot.

The following candidates are unopposed:

**Mayor:**  
Gabe Adame

**City Council Member, District E:**  
Meagan DeKeyzer

Issued this 5<sup>th</sup> day of March 2026.

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**Dixie Roberts**  
**City Secretary**  
**City of Alvin, Texas**



# AGENDA COMMENTARY

Meeting Date: 3/5/2026

**Department:** Legal Department

**Contact:** Junru Roland, City Manager

**Agenda Item:** Consider Resolution 26-R-13, suspending the April 18, 2026, effective date of the proposal by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Houston, Texas Coast, South Texas, and Beaumont/East Texas Geographic Rate Areas, to implement interim GRIP rate adjustments for gas utility investment in 2025; and requiring delivery of this Resolution to the Company and to legal counsel.

**Type of Item:** Resolution

**Summary:** The City is a **gas utility** customer of CenterPoint and a regulatory authority with an interest in the rates and charges of CenterPoint. The City is authorized to protect the interests of the City and CenterPoint customers residing in the City.

For cities in the Houston, Texas Coast, South Texas, and Beaumont/East Texas Geographic Rate Areas, the group in which Alvin is, the Company is seeking recovery of \$571,202,171 in invested capital. The current filing will increase rates to residential customers by \$2.47 per month. This will increase the current residential customer charge from \$22.36 to \$24.83 per month. Increases are currently scheduled to go into effect on April 18, 2026.

Under the gas reliability infrastructure program (“GRIP”) statute, cities may not challenge the Company’s request. The only action a city may take is to suspend the effective date of the rate increase by 45 days. The annual gas reliability infrastructure program (“GRIP”) is designed for the utility to recover its incremental costs related to the capital investments it made during the previous year. The courts have ruled that the only action cities can do in a GRIP case is to administratively determine whether the filing complies with the statutory explanation of how a GRIP filing is to be prepared. A city cannot challenge the reasonableness of any investment, or consider whether increasing revenues and declining expenses would offset the rate implication from increased capital investment. Cities also cannot recover any rate case expenses from the utility. The legislature and the courts have reasoned that GRIP rate increases are temporary rates and subject to refund when the Company files a traditional rate case after five years of rate increases.

Staff recommends approval of the Resolution suspending the April 18, 2026 effective date of the interim rate adjustments.

<b>Funding Expected:</b> Revenue <input type="checkbox"/> Expenditure <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	<b>Budgeted Item:</b> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
<b>Funding Account:</b> <input type="checkbox"/>	<b>Amount:</b> <input type="checkbox"/>
<b>1295 Form Required?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Legal Review Required:</b> N/A <input type="checkbox"/> Required <input checked="" type="checkbox"/>	<b>Date Completed:</b> <u>2/24/2026 SLH</u>
<b>Finance Review Required:</b> N/A <input checked="" type="checkbox"/> Required <input type="checkbox"/>	<b>Date Completed:</b> _____

**Supporting documents attached:**

1. Res 26-R-13; 2026 CenterPoint Energy GRIP Suspension
- 

**Recommendation:** Move to approve Resolution 26-R-13, suspending the April 18, 2026, effective date of the proposal by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Houston, Texas Coast, South Texas, and Beaumont/East Texas Geographic Rate Areas, to implement interim GRIP rate adjustments for gas utility investment in 2025; and requiring delivery of this Resolution to the Company and to legal counsel.

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Reviewed by Department Head, if applicable: \_\_

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: \_\_

Reviewed by City Manager, if applicable: X

**RESOLUTION 26-R-13**

**A RESOLUTION BY THE CITY OF ALVIN, TEXAS, SUSPENDING THE APRIL 18, 2026 EFFECTIVE DATE OF THE PROPOSAL BY CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS – HOUSTON, TEXAS COAST, SOUTH TEXAS, AND BEAUMONT/EAST TEXAS GEOGRAPHIC RATE AREAS, TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2025; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.**

**WHEREAS**, the City of Alvin, Texas (“City”) is a gas utility customer of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Houston, Texas Coast, South Texas, and Beaumont/East Texas geographic rate areas (CenterPoint or Company) and is a regulatory authority with an interest in the rates and charges of CenterPoint; and

**WHEREAS**, CenterPoint made filings with the City and the Railroad Commission of Texas (“Railroad Commission”) on February 17, 2026, proposing to implement interim rate adjustments (“GRIP Rate Increases”) pursuant to Texas Utilities Code §104.301 on all customers served by CenterPoint, effective April 18, 2026; and

**WHEREAS**, it is incumbent upon the City, as a regulatory authority, to examine the GRIP Rate Increases to determine its compliance with the Texas Utilities Code.

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

1. The April 18, 2026, effective date of the GRIP Rate Increases proposed by CenterPoint is hereby suspended for the maximum period allowed by Texas Utilities Code

§104.301(a) to permit adequate time to review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.

2. A copy of this Resolution shall be sent to CenterPoint, care of Keith L. Wall at 1111 Louisiana Street, CNP Tower 19<sup>th</sup> Floor, Houston, Texas 77002, and to Thomas Brocato, legal counsel to the City, at Lloyd Gosselink, 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

**PASSED AND APPROVED** on this the 5th day of March 2026.

**CITY OF ALVIN, TEXAS**

**ATTEST**

By: \_\_\_\_\_  
Gabe Adame, Mayor

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



# AGENDA COMMENTARY

Meeting Date: 3/5/2026

Department: Engineering

Contact: Shana Church, Assistant City Engineer

Agenda Item: Consider a master preliminary plat of Verona, a Planned Unit Development being +/- 128.53 acres of land out of the M.Odonnell Survey, A-420 A.C.H. & B. Survey, A-412 City of Alvin city limits, Brazoria County, Texas.

Type of Item: Plat

Summary: On January 20, 2026, the Engineering Department received a master preliminary plat of Verona, a Planned Unit Development, for review. The property is located northwest of Forest Heights, Section 7 in the City of Alvin ETJ. This master preliminary plat consists of 346 lots, 19 reserves, and 20 blocks, and complies with the Planned Unit Development Agreement which was approved by City Council on December 18, 2025.

The City Planning Commission approved the plat unanimously at their meeting on February 17, 2026.

Staff recommends approval of the plat.

<b>Funding Expected:</b> Revenue <input type="checkbox"/> Expenditure <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	<b>Budgeted Item:</b> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
<b>Funding Account:</b> _____ <b>Amount:</b> _____	<b>1295 Form Required?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Legal Review Required:</b> N/A <input checked="" type="checkbox"/> Required <input type="checkbox"/>	<b>Date Completed:</b> <u>2/24/2026 SLH</u>
<b>Finance Review Required:</b> N/A <input checked="" type="checkbox"/> Required <input type="checkbox"/>	<b>Date Completed:</b> _____

**Supporting documents attached:**

1. Verona; Master Preliminary Plat

Recommendation: Move to approve a master preliminary plat of Verona, a Planned Unit Development being +/- 128.53 acres of land out of the M.Odonnell Survey, A-420 A.C.H. & B. Survey, A-412 City of Alvin city limits, Brazoria County, Texas.

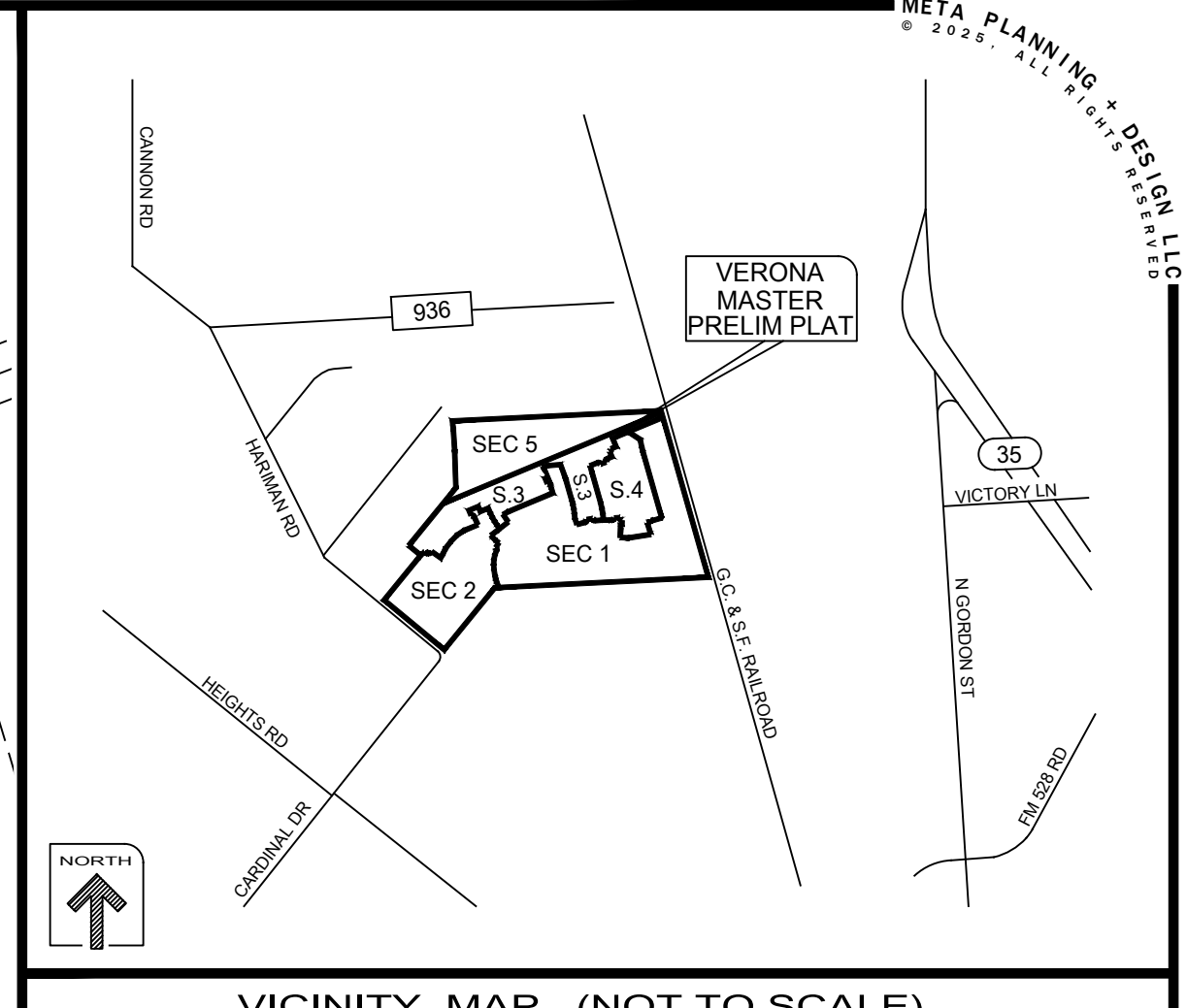
Reviewed by Department Head, if applicable:   
Reviewed by City Attorney, if applicable:

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





MARYFIELD, L.T.D.  
 BCCF No. 2004019920  
 SPECIAL WARRANTY DEED  
 MARCH 19, 2004



VICINITY MAP (NOT TO SCALE)



RESERVE	ACREAGE	SG. FT.	LAND USE
A	1.15	50,102	LANDSCAPE/ OPEN SPACE
B	27.05	1,178,338	DETENTION/ DRAINAGE
C	0.55	23,891	LANDSCAPE/ OPEN SPACE
D	1.19	51,759	R.O.W. OPEN SPACE
E	0.42	18,426	LANDSCAPE/ OPEN SPACE
F	1.11	48,204	DETENTION/ DRAINAGE
G	0.04	1,940	LANDSCAPE/ OPEN SPACE
H	3.15	137,164	DETENTION/ DRAINAGE
J	0.72	31,466	LANDSCAPE/ OPEN SPACE
K	0.37	16,048	LANDSCAPE/ OPEN SPACE
L	1.18	51,271	UTILITIES/ OPEN SPACE
M	1.40	61,131	UTILITIES/ OPEN SPACE
N	0.07	3,251	LANDSCAPE/ OPEN SPACE
P	0.11	4,720	LANDSCAPE/ OPEN SPACE
Q	0.76	33,307	UTILITIES/ OPEN SPACE
R	0.07	3,238	LANDSCAPE/ OPEN SPACE
S	1.66	72,178	LANDSCAPE/ OPEN SPACE
T	1.46	63,784	LANDSCAPE/ OPEN SPACE
U	1.73	75,158	LANDSCAPE/ OPEN SPACE
	44.20	1,925,376	TOTAL

\* LETTER "I" & "O" INTENTIONALLY SKIPPED

VERONA PARKLAND ANALYSIS				
RESERVE	LAND USE	PARKLAND DEDICATION PERCENTAGE PER DA	ACREAGE	PROVIDED PARKLAND
A	LANDSCAPE/ OPEN SPACE	100%	1.15	1.15
B	DETENTION/ DRAINAGE	50%	27.05	13.53
C	LANDSCAPE/ OPEN SPACE	100%	0.55	0.55
D	LANDSCAPE/ OPEN SPACE	100%	0.42	0.42
F	DETENTION/ DRAINAGE	50%	1.11	0.55
G	LANDSCAPE/ OPEN SPACE	100%	0.04	0.04
H	DETENTION/ DRAINAGE	50%	3.15	1.57
J	LANDSCAPE/ OPEN SPACE	100%	0.72	0.72
K	LANDSCAPE/ OPEN SPACE	100%	0.37	0.37
L	UTILITIES/ OPEN SPACE	100%	1.18	1.18
M	UTILITIES/ OPEN SPACE	100%	1.40	1.40
N	LANDSCAPE/ OPEN SPACE	100%	0.07	0.07
P	LANDSCAPE/ OPEN SPACE	100%	0.11	0.11
Q	UTILITIES/ OPEN SPACE	100%	0.76	0.76
R	LANDSCAPE/ OPEN SPACE	100%	0.07	0.07
S	LANDSCAPE/ OPEN SPACE	100%	1.66	1.66
T	LANDSCAPE/ OPEN SPACE	100%	1.46	1.46
U	LANDSCAPE/ OPEN SPACE	100%	1.73	1.73
	TOTAL		43.02	27.36

TOTAL PARKLAND REQUIRED = (128.53 AC. x 7%) = 9.00 AC.  
 TOTAL PARKLAND PROVIDED = 27.36 AC.

A MASTER PRELIMINARY PLAT OF  
**VERONA**  
 A PLANNED UNIT DEVELOPMENT  
**BEING ±128.53 ACRES OF LAND**  
 OUT OF THE  
**M. O'DONNELL SURVEY, A-420**  
**A.C.H.&B. SURVEY, A-412**  
 CITY OF ALVIN CITY LIMITS, BRAZORIA COUNTY, TEXAS  
**CONTAINING 346 LOTS (50'/60' X 120' TYP.) AND 19 RESERVES IN 20 BLOCKS.**

OWNER:  
**KB HOME**  
 1300 W. SAM HOUSTON PKWY. S. SUITE 100  
 HOUSTON, TX 77042



Meta Planning + Design LLC  
 24285 KATY FREWAY, SUITE 525  
 KATY, TEXAS 77494 | TEL: 281-810-1422

SCALE: 1" = 100'  
 0 100 200

- GENERAL NOTE
- "BL" INDICATES BUILDING LINE
  - "UE" INDICATES UTILITY EASEMENT
  - LOTS BACKING OR SIDING ARE HEREBY DENIED DIRECT CARDINAL ROAD DRIVEWAY ACCESS TO AND FROM AFOREMENTIONED STREET

DISCLAIMER AND LIMITED WARRANTY

THIS MASTER PRELIMINARY PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF ALVIN SUBDIVISION ORDINANCES IN EFFECT AT THE TIME THIS PLAT WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE CITY OF ALVIN PLANNING COMMISSION. THIS MASTER PRELIMINARY PLAT WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL ENGINEERING AND DEVELOPMENT PLANS. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND NEITHER META PLANNING + DESIGN LLC NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE PRELIMINARY SUBDIVISION PLAT.

LOT NO.	LOT WIDTH AT BL.	LOT AREA SQ. FT.
<b>BLOCK 1</b>		
LOT 1	76'	9,936
LOT 2	61'	7,326
LOT 3	60'	7,200
LOT 4	60'	7,200
LOT 5	60'	7,200
LOT 6	60'	7,200
LOT 7	60'	7,200
LOT 8	71'	8,929
<b>BLOCK 2</b>		
LOT 1	63'	10,512
LOT 2	61'	13,331
LOT 3	60'	7,888
LOT 4	60'	7,312
LOT 5	60'	7,200
LOT 6	60'	7,200
LOT 7	60'	7,436
LOT 8	60'	7,728
LOT 9	60'	7,486
LOT 10	63'	7,656
LOT 11	66'	9,746
<b>BLOCK 3</b>		
LOT 1	60'	7,536
LOT 2	60'	7,513
LOT 3	65'	7,988
LOT 4	66'	8,177
LOT 5	66'	8,057
LOT 6	66'	7,997
LOT 7	66'	7,997
LOT 8	66'	7,987
LOT 9	63'	7,739
LOT 10	60'	7,500
LOT 11	60'	7,500
LOT 12	60'	7,500
LOT 13	60'	7,500
LOT 14	60'	7,500
LOT 15	60'	7,500
LOT 16	60'	7,500
LOT 17	60'	7,500
LOT 18	60'	8,179
LOT 19	60'	8,533
LOT 20	60'	8,239
LOT 21	60'	8,411
LOT 22	80'	10,652

LOT NO.	LOT WIDTH AT BL.	LOT AREA SQ. FT.
<b>BLOCK 4</b>		
LOT 1	61'	7,769
LOT 2	60'	7,199
LOT 3	60'	7,200
LOT 4	60'	7,200
LOT 5	60'	7,200
LOT 6	60'	7,200
LOT 7	60'	7,200
LOT 8	92'	9,883
LOT 9	71'	9,010
LOT 10	60'	7,200
LOT 11	60'	7,200
LOT 12	60'	7,200
LOT 13	60'	7,200
LOT 14	60'	7,200
LOT 15	63'	7,380
LOT 16	84'	9,023
<b>BLOCK 5</b>		
LOT 1	65'	7,991
LOT 2	50'	6,250
LOT 3	50'	7,948
LOT 4	51'	12,286
LOT 5	51'	9,057
LOT 6	50'	6,222
LOT 7	50'	6,266
LOT 8	50'	6,952
LOT 9	50'	7,507
LOT 10	50'	8,687
LOT 11	50'	9,109
LOT 12	50'	7,255
LOT 13	60'	7,929
LOT 14	53'	6,311
LOT 15	50'	6,309
LOT 16	50'	6,536
LOT 17	50'	6,913
LOT 18	50'	6,901
LOT 19	50'	7,092
LOT 20	50'	6,952
LOT 21	50'	6,731
LOT 22	50'	6,253
LOT 23	71'	8,048

LOT NO.	LOT WIDTH AT BL.	LOT AREA SQ. FT.
<b>BLOCK 6</b>		
LOT 1	66'	7,608
LOT 2	55'	6,362
LOT 3	55'	6,362
LOT 4	55'	6,362
LOT 5	55'	6,362
<b>BLOCK 7</b>		
LOT 1	99'	9,554
LOT 2	50'	6,553
LOT 3	50'	8,911
LOT 4	50'	9,584
LOT 5	50'	6,254
LOT 6	50'	6,277
LOT 7	50'	8,431
LOT 8	50'	7,743
LOT 9	50'	8,020
LOT 10	50'	7,021
LOT 11	50'	9,486
LOT 12	50'	10,221
LOT 13	50'	6,353
LOT 14	50'	6,250
LOT 15	50'	6,250
LOT 16	50'	6,248
LOT 17	51'	10,143
LOT 18	51'	10,381
LOT 19	50'	6,083
LOT 20	50'	6,250
LOT 21	50'	6,250
LOT 22	50'	6,250
LOT 23	50'	7,021
LOT 24	50'	7,960
LOT 25	51'	10,431
LOT 26	51'	9,820
LOT 27	50'	6,168
LOT 28	50'	6,250
LOT 29	50'	6,250
LOT 30	65'	7,991
<b>BLOCK 8</b>		
LOT 1	62'	9,221
LOT 2	55'	7,819
LOT 3	55'	7,259
LOT 4	55'	6,600
LOT 5	55'	6,600
LOT 6	66'	7,806

LOT NO.	LOT WIDTH AT BL.	LOT AREA SQ. FT.
<b>BLOCK 8</b>		
LOT 7	60'	7,091
LOT 8	55'	6,000
LOT 9	55'	6,021
LOT 10	55'	6,600
LOT 11	55'	6,500
LOT 12	55'	6,842
LOT 13	61'	8,007
<b>BLOCK 9</b>		
LOT 1	61'	7,862
LOT 2	50'	6,283
LOT 3	56'	6,710
LOT 4	59'	6,937
LOT 5	59'	6,940
LOT 6	59'	6,952
LOT 7	54'	6,549
LOT 8	53'	6,592
LOT 9	53'	6,670
LOT 10	53'	6,952
LOT 11	63'	8,252
LOT 12	61'	7,325
LOT 13	50'	6,211
LOT 14	50'	6,439
LOT 15	50'	6,306
LOT 16	50'	6,310
LOT 17	50'	6,438
LOT 18	50'	6,632
LOT 19	50'	7,090
LOT 20	50'	7,665
LOT 21	50'	7,624
LOT 22	50'	7,021
LOT 23	50'	6,692
LOT 24	50'	6,351
LOT 25	50'	6,250
LOT 26	50'	6,250
LOT 27	50'	6,250
LOT 28	50'	6,250
LOT 29	50'	6,250
LOT 30	50'	6,250
LOT 31	50'	6,250
LOT 32	50'	6,250
LOT 33	50'	6,250
LOT 34	50'	6,283
LOT 35	50'	6,250

LOT NO.	LOT WIDTH AT BL.	LOT AREA SQ. FT.
<b>BLOCK 9</b>		
LOT 36	50'	6,250
LOT 37	50'	6,250
LOT 38	61'	7,491
<b>BLOCK 10</b>		
LOT 1	51'	7,491
LOT 2	50'	6,250
LOT 3	50'	6,250
LOT 4	50'	6,200
LOT 5	64'	8,303
LOT 6	53'	6,508
LOT 7	53'	6,448
LOT 8	53'	6,305
LOT 9	51'	6,110
LOT 10	50'	6,000
LOT 11	50'	6,000
LOT 12	50'	6,000
LOT 13	50'	6,000
LOT 14	50'	6,000
LOT 15	50'	6,009
LOT 16	52'	9,148
LOT 17	51'	10,654
LOT 18	50'	6,172
LOT 19	50'	6,250
LOT 20	50'	6,250
LOT 21	50'	6,250
LOT 22	50'	6,250
LOT 23	50'	6,250
LOT 24	50'	6,250
LOT 25	61'	7,491
<b>BLOCK 11</b>		
LOT 1	61'	7,720
LOT 2	50'	6,000
LOT 3	50'	6,000
LOT 4	50'	6,000
LOT 5	50'	6,000
LOT 6	50'	6,000
LOT 7	50'	6,092
LOT 8	51'	6,350
LOT 9	55'	6,896
LOT 10	55'	6,921
LOT 11	66'	8,278

LOT NO.	LOT WIDTH AT BL.	LOT AREA SQ. FT.
<b>BLOCK 12</b>		
LOT 1	69'	7,716
LOT 2	50'	6,000
LOT 3	50'	6,000
LOT 4	50'	6,000
LOT 5	50'	6,000
LOT 6	50'	6,000
LOT 7	55'	6,637
LOT 8	55'	6,600
LOT 9	55'	6,600
LOT 10	69'	8,023
<b>BLOCK 13</b>		
LOT 1	59'	7,417
LOT 2	55'	6,887
LOT 3	55'	6,888
LOT 4	66'	7,943
<b>BLOCK 14</b>		
LOT 1	87'	9,743
LOT 2	67'	7,846
LOT 3	65'	7,853
LOT 4	60'	7,200
LOT 5	60'	7,200
LOT 6	60'	7,200
LOT 7	60'	7,200
LOT 8	60'	7,200
LOT 9	60'	7,200
LOT 10	81'	9,062
<b>BLOCK 15</b>		
LOT 1	81'	9,068
LOT 2	60'	7,200
LOT 3	60'	7,200
LOT 4	60'	7,200
LOT 5	60'	7,200
LOT 6	60'	7,200
LOT 7	60'	7,200
LOT 8	60'	7,200
LOT 9	60'	7,200
LOT 10	60'	7,316
LOT 11	61'	7,692
LOT 12	82'	10,506
LOT 13	81'	10,351
LOT 14	70'	9,076
LOT 15	65'	8,204
LOT 16	61'	7,457

LOT NO.	LOT WIDTH AT BL.	LOT AREA SQ. FT.
<b>BLOCK 15</b>		
LOT 17	60'	7,200
LOT 18	60'	7,200
LOT 19	60'	7,200
LOT 20	60'	7,200
LOT 21	60'	7,200
LOT 22	60'	7,248
LOT 23	71'	8,976
<b>BLOCK 16</b>		
LOT 1	71'	8,740
LOT 2	61'	10,138
LOT 3	61'	11,878
LOT 4	59'	9,455
LOT 5	60'	7,450
LOT 6	60'	7,500
LOT 7	60'	7,500
LOT 8	60'	7,500
LOT 9	60'	7,500
LOT 10	60'	7,500
LOT 11	60'	7,500
LOT 12	60'	7,500
LOT 13	60'	7,500
LOT 14	60'	7,500
LOT 15	60'	7,500
LOT 16	60'	7,497
LOT 17	60'	7,992
LOT 18	65'	8,829
LOT 19	60'	7,892
LOT 20	60'	7,866
LOT 21	60'	8,089
LOT 22	60'	7,924
<b>BLOCK 17</b>		
LOT 1	71'	8,741
LOT 2	60'	7,500
LOT 3	60'	7,500
LOT 4	60'	7,500
LOT 5	60'	7,500
LOT 6	60'	7,500
LOT 7	60'	7,500
LOT 8	60'	7,500
LOT 9	60'	7,500
LOT 10	60'	7,500
LOT 11	60'	7,500
LOT 12	60'	7,500
LOT 13	60'	7,500
LOT 14	60'	7,500
LOT 15	60'	7,500
LOT 16	60'	7,500
LOT 17	60'	7,500
LOT 18	60'	7,500
LOT 19	60'	7,500
LOT 20	60'	7,500
LOT 21	60'	7,500
LOT 22	60'	7,500
LOT 23	60'	7,500
LOT 24	60'	7,500
LOT 25	60'	7,500
LOT 26	60'	7,500
LOT 27	60'	7,500

LOT NO.	LOT WIDTH AT BL.	LOT AREA SQ. FT.
<b>BLOCK 17</b>		
LOT 13	61'	11,756
LOT 14	66'	11,661
<b>BLOCK 18</b>		
LOT 1	65'	8,196
LOT 2	77'	9,279
LOT 3	97'	12,481
LOT 4	72'	8,843
LOT 5	75'	10,185
LOT 6	65'	9,038
LOT 7	76'	9,584
LOT 8	71'	8,455
LOT 9	60'	7,200
LOT 10	61'	9,968
LOT 11	60'	9,350
LOT 12	71'	9,462
<b>BLOCK 19</b>		
LOT 1	71'	9,481
LOT 2	59'	8,616
LOT 3	61'	14,349
LOT 4	61'	13,233
LOT 5	60'	7,887
LOT 6	60'	7,200
LOT 7	60'	7,200
LOT 8	72'	8,413
LOT 9	61'	7,255
LOT 10	50'	6,000
LOT 11	50'	6,000
LOT 12	50'	6,000
LOT 13	50'	6,000
LOT 14	57'	6,967
LOT 15	58'	7,496
LOT 16	55'	8,298
LOT 17	55'	7,838
LOT 18	61'	7,964
LOT 19	51'	8,085
LOT 20	50'	6,471
LOT 21	50'	6,374
LOT 22	50'	6,280
LOT 23	50'	6,251
LOT 24	50'	6,250
LOT 25	50'	6,250
LOT 26	50'	6,259
LOT 27	50'	6,328

LOT NO.	LOT WIDTH AT BL.	LOT AREA SQ. FT.
<b>BLOCK 19</b>		
LOT 28	50'	6,385
LOT 29	51'	9,622
LOT 30	51'	14,647
LOT 31	50'	7,832
LOT 32	50'	6,249
LOT 33	50'	6,250
LOT 34	50'	6,250
LOT 35	50'	6,250
LOT 36	50'	6,250
LOT 37	50'	6,250
LOT 38	50'	6,250
LOT 39	50'	6,250
LOT 40	50'	6,250
LOT 41	50'	6,250
LOT 42	50'	6,250
LOT 43	50'	6,250
LOT 44	61'	7,491
<b>BLOCK 20</b>		
LOT 1	80'	9,402
LOT 2	82'	11,437
LOT 3	87'	9,404
LOT 4	60'	7,200
LOT 5	70'	8,335



# AGENDA COMMENTARY

**Meeting Date:** 3/5/2026

**Department:** Engineering

**Contact:** Michelle Segovia, City Engineer

**Agenda Item:** Consider Resolution 26-R-14, approving the Utility Conveyance and Security Agreement accepting the water distribution and wastewater collection and storm water facilities that serve Imperial Forest, Section Three (3), and authorize the Mayor to sign the Agreement upon legal review.

**Type of Item:** Resolution

**Summary:** This conveyance of utility facilities conforms with the initial Utility Services Contract dated September 21, 2007, with the developer, Rooted Development Group, LLC. Rooted Development Group contracted with the City to obtain water supply and wastewater treatment services for MUD #73 serving the Imperial Forest Subdivision. The Developer provided for the construction and financing of the water and wastewater facilities to serve the MUD district. These services (water supply and wastewater treatment services) are to be transferred to the City for ownership, operation, and maintenance after completion.

Staff recommends approval of the Utility Conveyance and Security Agreement for MUD No. 73, Imperial Forest, Section Three (3).

<b>Funding Expected:</b> Revenue <input type="checkbox"/> Expenditure <input type="checkbox"/> N/A <input type="checkbox"/>	<b>Budgeted Item:</b> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
<b>Funding Account:</b> _____	<b>Amount:</b> _____
<b>Legal Review Required:</b> N/A <input type="checkbox"/> Required <input type="checkbox"/>	<b>1295 Form Required?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Finance Review Required:</b> N/A <input type="checkbox"/> Required <input type="checkbox"/>	<b>Date Completed:</b> <u>3/2/2026 SLH</u>
	<b>Date Completed:</b> _____

**Supporting documents attached:**

1. Res 26-R-14; Utility Conveyance MUD 73 Imperial Forest Section 3
2. Utility Conveyance and Security Agreement - Imperial Forest, Section 3

**Recommendation:** Move to approve Resolution 26-R-14, approving the Utility Conveyance and Security Agreement accepting the water distribution and wastewater collection and storm water facilities that serve Imperial Forest, Section Three (3), and authorize the Mayor to sign the Agreement upon legal review.

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

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

**RESOLUTION 26-R-14**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, APPROVING THE UTILITY CONVEYANCE AND SECURITY AGREEMENT ACCEPTING THE WATER DISTRIBUTION, WASTEWATER COLLECTION AND STORM WATER FACILITIES THAT SERVE IMPERIAL FOREST, SECTION THREE (3), AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT UPON LEGAL REVIEW.**

**WHEREAS**, Brazoria County Municipal Utility District No. 73 (the “District”) has acquired certain improvements, structures, and facilities designed to provide water and wastewater to serve areas within the District’s boundaries and the boundaries of the City of Alvin, Texas; and

**WHEREAS**, certain facilities were constructed by or on behalf of the District pursuant to a construction contract dated June 18, 2024, for the water distribution, wastewater collection, and storm water facilities to serve Imperial Forest, Section Three (3); and

**WHEREAS**, the District has constructed the facilities and is conveying the facilities to the City pursuant to the Utility Services Contract, dated September 21, 2017, which was assumed by the District on August 16, 2018; and

**WHEREAS**, this conveyance is made subject to the terms of that Agreement.

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

**Section 1.** That the above recitals are hereby found to be true and correct and are incorporated into this Resolution as findings of fact by the City Council of Alvin, Texas.

**Section 2.** That the City Council hereby approves the Utility Conveyance and Security Agreement for Imperial Forest, Section Three (3).

**Section 3.** That the Utility Conveyance and Security Agreement for Imperial Forest, Section Three (3) shall be signed by the Mayor.

**Section 4.** That this Resolution shall take effect immediately upon its passage.

**Section 5.** 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 5th day of March 2026.

**CITY OF ALVIN, TEXAS**

**ATTEST**

By: \_\_\_\_\_  
Gabe Adame, Mayor

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

UTILITY CONVEYANCE AND SECURITY AGREEMENT  
(Water Distribution, Wastewater Collection, and Storm Water Facilities  
to serve Imperial Forest, Section 3)

STATE OF TEXAS           §  
  §           KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF BRAZORIA   §

Brazoria County Municipal Utility District No. 73 (the "District") has acquired certain improvements, structures, and facilities designed to provide water, wastewater and drainage to serve areas within the District's boundaries and the boundaries of the City of Alvin, Texas (the "City"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District hereby conveys, transfers, and delivers to the City, its successors and assigns, subject to a security interest therein, those certain facilities described as follows:

Those certain facilities constructed by or on behalf of the District pursuant to the construction contract with Dimas Bros. Construction, LLC, dated June 18, 2024, for Water, Sewer and Drainage Facilities – Imperial Forest Subdivision, Section 3, and together with any improvements, structures, storm sewer mains, plants, service pumps, storage reservoirs, electrical equipment, plant equipment, distribution lines, collection lines, water mains, lift stations, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements, rights-of-way, licenses, operating rights and all other property therein whether real, personal or mixed, owned by the District in connection with the facilities being conveyed hereby, but specifically excluding any detention ponds or sites upon which such ponds are located, and as set forth in Exhibit A attached hereto and incorporated herein (the "Facilities").


The District has constructed the Facilities and is conveying the Facilities to the City pursuant to the Utility Services Contract, dated September 21, 2017, between the City and Rooted Development Group, LLC ("RDG"), on behalf of themselves and proposed Brazoria County Municipal Utility District No. 73, which was assigned to the District by RDG (or its assignee) on August 16, 2018, and which has been amended thereafter (the "Agreement"). This conveyance is made subject to the terms of the Agreement. The District hereby reserves (and the City grants) a security interest in the Facilities to secure the capacity reserved to the District in the Facilities under the Agreement.

The District hereby assigns to the City all rights, maintenance bonds, warranties and manufacturer's warranties, if any, owned or acquired by the District for the Facilities.

The City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with the terms of the Agreement.

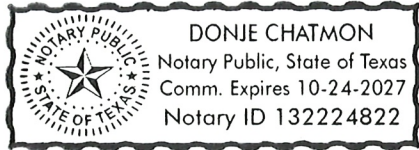
IN WITNESS WHEREOF, this conveyance is executed on February 19, 2026.

BRAZORIA COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 73

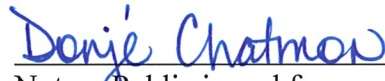
By:   
Lewis Locke  
President

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on February 19, 2026, by Lewis Locke, as President of the Board of Directors of Brazoria County Municipal Utility District No. 73, a political subdivision of the State of Texas, on behalf of said political subdivision.



(NOTARY SEAL)

  
Notary Public in and for  
the State of T E X A S

In accordance with the Agreement, the City hereby accepts this Utility Conveyance and Security Agreement on \_\_\_\_\_, 2026.

CITY OF ALVIN, TEXAS

By: \_\_\_\_\_  
Gabe Adame, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Suzanne Hanneman, City Attorney

## EXHIBIT "A"

Those certain water distribution, wastewater collection, and storm water collection facilities serving Imperial Forest Subdivision, Section 3, within Brazoria County Municipal Utility District No. 73 (the "District"), together with all improvements, structures, fences, distribution lines, collection lines, storm sewer mains, water mains, flushing valves, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements and rights-of-way (specifically including those listed on "Attachment "1"" hereto), licenses, operating rights and all other property therein whether real, personal, or mixed, contract rights or equipment used or useful in connection with said facilities being conveyed hereby, and being more particularly described as all such facilities installed pursuant to a contract between Dimas Bros. Construction, LLC, dated June 18, 2024, as further identified and described in record drawings on file in the Office of the City Secretary of the City of Alvin, Texas, for construction of the said facilities; provided, however that, notwithstanding anything hereinabove to the contrary, there is saved and excepted from the above any storm water detention ponds and systems constructed under said contract, which excepted facilities shall not be conveyed to the City hereunder, all as provided in the Utility Contract referenced in the instrument to which this exhibit is attached.

ATTACHMENT "1"

1. Public Roads and Utility Easements in the Imperial Forest Section 3 Subdivision, a subdivision consisting of 14.33 acres of land in Brazoria County, Texas, according to the map or plat thereof recorded in the Official Public Records of Brazoria County, Texas under Clerk's File No. 2025004215.



# AGENDA COMMENTARY

Meeting Date: 3/5/2026

**Department:** Engineering

**Contact:** Shana Church, Assistant City Engineer

**Agenda Item:** Consider a variance request from the homeowner at 2485 Ryan Drive to encroach one-foot three inches into the ten-foot rear building setback for the construction of a metal building.

**Type of Item:** Action Item

**Summary:** On February 5, 2026, the Engineering Department received a variance request from the homeowners at 2485 Ryan Drive, to be permitted to encroach one-foot five inches into the ten-foot rear building setback for the construction of a metal building. The homeowner provided an existing survey for plan review. The permit was issued and the piers were drilled. A new survey was required at the form stage, and it was discovered that the survey provided for plan review was incorrect. The metal building, as proposed on the attached property survey, will encroach 1 foot 5 inches into the 10' rear building setback; however, it will still be 8 feet 7 inches from the rear property line.

The City Planning Commission approved the variance request unanimously at their meeting on February 17, 2026. Staff recommends approval.

<b>Funding Expected:</b> Revenue <input type="checkbox"/> Expenditure <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	<b>Budgeted Item:</b> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
<b>Funding Account:</b> _____ <b>Amount:</b> _____	<b>1295 Form Required?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Legal Review Required:</b> N/A <input type="checkbox"/> Required <input checked="" type="checkbox"/>	<b>Date Completed:</b> <u>3/2/2026 SLH</u>
<b>Finance Review Required:</b> N/A <input checked="" type="checkbox"/> Required <input type="checkbox"/>	<b>Date Completed:</b> _____

**Supporting documents attached:**

1. 2485 Ryan Drive; Variance Request

**Recommendation:** Move to approve the variance request from the homeowner at 2485 Ryan Drive to encroach one-foot three inches into the ten-foot rear building setback for the construction of a metal building.

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

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

To whom it may concern,

I, Mario Cantu Jr., am in the process of building a pole barn/ shop at my residence (2485 Ryan Dr. Alvin TX 77511). I am writing this letter to ask for a variance to the 10' rear set back requirement which is from the back of the pole barn to the back of the property line. When work was started for the forms, the survey that was used for the measurements was the original survey from when the home was purchased. After elevating, drilling 25 piers, installing forms and rebar, a new survey was done to prove correct measurements for the forms (5' on the side, 10' on the rear). The points on the new survey are 1' 5" closer, therefore not giving me the 10' needed. At the moment my forms for the concrete are 8' 7" - 8' 8" from the rear property line. Therefore, I am requesting a 1'5" variance. My neighbor owns the three and a half acres behind my property. He is aware of the measurement and has no issue. This would be a very costly setback if I had to re-work. This was not done intentionally but by having wrong survey points. Please take into consideration the reasons given.

Thank You,

Mario Cantu Jr.  
956-655-7404

**LEGEND**

- A.E. = AERIAL EASEMENT
- B.L. = BUILDING LINE
- BRS = BEARS
- C.F.# = CLERK'S FILE NUMBER
- D.E. = DRAINAGE EASEMENT
- E.E. = ELECTRIC EASEMENT
- F.I.P. = FOUND IRON PIPE
- F.I.R. = FOUND IRON ROD
- FND. = FOUND
- G.B.L. = GARAGE BUILDING LINE
- G.E. = GUY EASEMENT
- M.P. = METAL POST
- M.U.E. = MUNICIPAL UTILITY EASEMENT
- P.A.E. = PERMANENT ACCESS EASEMENT
- P.C. = POINT OF CURVATURE
- P.C.C. = POINT OF COMPOUND CURVATURE
- P.E. = POOL EQUIPMENT
- P.I. = POINT OF INTERSECTION
- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- P.P. = POWER POLE
- P.R.C. = POINT OF REVERSE CURVATURE
- P.T. = POINT OF TANGENCY
- P.U.E. = PUBLIC UTILITY EASEMENT
- R.O.W. = RIGHT OF WAY
- S.I.R. = SET IRON ROD
- S.S.E. = SANITARY SEWER EASEMENT
- STM.S.E. = STORM SEWER EASEMENT
- U.T.S. = UNABLE TO SET
- U.E. = UTILITY EASEMENT
- W.L.E. = WATER LINE EASEMENT
- W.P. = WOODEN POST
- W.S.E. = WATER & SEWER EASEMENT
- NOT TO SCALE
- GUY ANCHOR
- POWER POLE
- SERVICE DROP
- CONTROL MONUMENT
- PROPERTY CORNER
- PROPERTY LINE
- EASEMENT LINE
- BUILDING SETBACK LINE
- BUILDING WALL
- WOODEN FENCE
- CHAIN LINK FENCE
- METAL FENCE
- WIRE FENCE
- VINYL FENCE
- OVERHEAD ELECTRIC POWER LINE

TOP OF FORM ELEVATION = 36.35  
ADJACENT GRADE = 34.80

ELEVATIONS ARE BASED ON NGS MONUMENT NO. HGCSO  
56 (AWS547), ELEVATION=34.40 FEET, NAVD 88

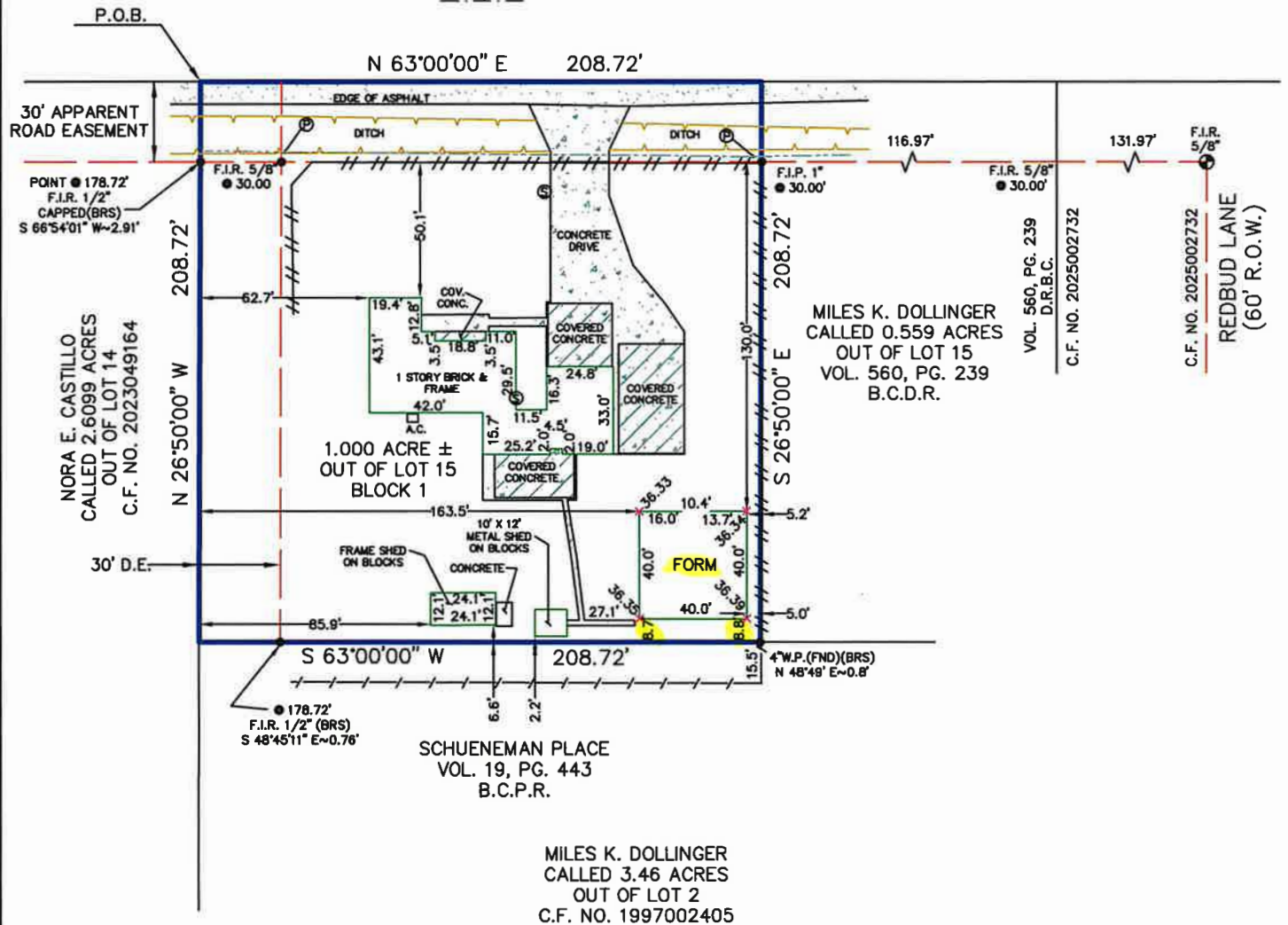
\*12.34  
12.34\* = ELEVATIONS

SCALE  
1"=60'



**2485 RYAN DRIVE**  
(60' R.O.W.)

ELEVATION AT  
CENTER LINE OF  
STREET: 36.30



Reviewed & Accepted by: \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Date \_\_\_\_\_

**NOTES:**  
 - BEARING BASIS: C.F. 2020000153  
 - SUBJECT TO ANY AND ALL RECORDED AND UNRECORDED EASEMENTS  
 - SURVEYOR HAS NOT INDEPENDENTLY ABSTRACTED PROPERTY  
 - UNDERGROUND UTILITY INSTALLATIONS, UNDERGROUND IMPROVEMENTS, FOUNDATIONS AND/OR OTHER UNDERGROUND STRUCTURES WERE NOT LOCATED BY THIS SURVEY  
 - THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY, IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS  
 - THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT/COMMITMENT, ADDITIONAL BUILDING SETBACK LINES, EASEMENTS OR RIGHTS-OF-WAY MAY APPLY  
 - SUBJECT TO ZONING AND BUILDING ORDINANCES ENFORCED BY LOCAL MUNICIPALITIES  
 - FENCES DO NOT FOLLOW PROPERTY LINES. NO ACCESS TO ADJOINING PROPERTIES TO CHECK FOR POSSIBLE ENCROACHMENTS

**LEGAL DESCRIPTION**  
 A 1.00 ACRE (43,564 SQ. FOOT) TRACT OF LAND, BEING OUT OF AND A PART OF LOT 15, BLOCK 1 OF TAYLOR'S ADDITION TO ALVIN, A SUBDIVISION OF LOTS 1, 2 AND THE NORTH ON-HALF OF LOT 3, HOOPER AND WADE SUBDIVISION, SECTION 20, H.T.&B.R.R. COMPANY SURVEY, ABSTRACT 487, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 1, PAGE 91 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, SAID 1.00 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY ATTACHED METES AND BOUNDS

**MARIO CANTU** ADDRESS **2485 RYAN DRIVE**

JOB # **2601003**  
 DATE **1-12-2026**  
 GF# **N/A**



I DO HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON (OR ON ATTACHED SHEET), AND THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN, AND WAS DONE BY ME OR UNDER MY SUPERVISION.

**PRO-SURV**  
 P.O. BOX 1366, FRIENDSWOOD, TX 77549  
 PHONE 281-996-1113, FAX: 281-996-0112  
 EMAIL: orders@prosurv.net  
 T.B.P.E.L.S. FIRM #30129300  
 ONLY SURVEY MAPS WITH THE SURVEYOR'S ORIGINAL SIGNATURE ARE GENUINE TRUE AND CORRECT COPIES OF THE SURVEYOR'S ORIGINAL WORK AND OPINION  
 © 2026 PRO-SURV ALL RIGHTS RESERVED



# AGENDA COMMENTARY

**Meeting Date:** 3/5/2026

**Department:** Administration - Asst. City Manager

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

**Agenda Item:** Consider a Professional Services Agreement for prosecutorial services for the Alvin Municipal Court for a one-year term, with three (3) one (1) year renewal options, and authorize the City Manager to sign the Agreement.

**Type of Item:** Contract/Agreement

**Summary:** The proposed Agreement would retain Mr. Eddie Calderon, Attorney at Law, to serve as Deputy Municipal Attorney for the limited purpose of prosecuting cases in the Alvin Municipal Court. Mr. Calderon currently serves as municipal prosecutor for other municipalities and has experience handling municipal court prosecution matters comparable in scope to Alvin’s Municipal Court.

The structure of this Agreement reflects Council’s previously expressed direction to retain a prosecutor rather than fill the broader Assistant City Attorney position. The prior Assistant City Attorney role included both prosecution and general legal support functions. At this time, the operational need is limited to municipal court prosecution. Structuring the role through a Professional Services Agreement allows the City to retain qualified prosecutorial services with a defined scope while aligning compensation with actual workload and maintaining organizational flexibility.

The proposed compensation is \$175 per hour for prosecutorial services. Based on Municipal Court’s estimate of approximately sixteen (16) hours per month, the projected annual cost is approximately \$33,600. This rate is consistent with compensation levels in comparable jurisdictions. Funding for this Agreement would be provided from the Legal budget, utilizing funds previously allocated for the part-time Assistant City Attorney position, which will not be filled under this structure.

Staff recommends approval of this Agreement.

**Funding Expected:** Revenue  Expenditure  N/A

**Budgeted Item:** Yes  No  N/A

**Funding Account:**  **Amount:**

**1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required

**Date Completed:** 3/2/2026 SLH

**Finance Review Required:** N/A  Required

**Date Completed:** \_\_\_\_\_

**Supporting documents attached:**

None

**Recommendation:** Move to approve a a Professional Services Agreement for prosecutorial services for the Alvin Municipal Court for a one-year term, with three (3) one (1) year renewal options, and authorize the City Manager to sign the Agreement.

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

Reviewed by Chief Financial Officer, if applicable: \_\_  
Reviewed by City Manager, if applicable: \_\_