

City of Alvin, Texas

Paul Horn, Mayor

Adam Arendell, Mayor Pro-tem, District B
Brad Richards, At Large Position 1
Terry Droege, At Large Position 2
Scott Reed, District A



Keith Thompson, District C
Roger E. Stuksa, District D
Gabe Adame, District E

ALVIN CITY COUNCIL AGENDA THURSDAY, JANUARY 21, 2016

7:00 P.M.

(Council Chambers)

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

Persons with disabilities who plan to attend this meeting that will require special services please contact the City Clerk's Office at 281-388-4255 or droberts@cityofalvin.com 48 hours prior to the meeting time. City Hall is wheel chair accessible and a sloped curb entry is available at the east and west entrances to City Hall.

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Alvin, Texas, to be held on **Thursday, January 21, 2016** at 7:00 p.m. in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

REGULAR MEETING AGENDA

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

4. PRESENTATIONS

A. Engineering Departmental update.

5. CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION: An item(s) may be removed from the Consent Agenda for full discussion by the request of a member of Council. Item(s) removed will automatically become the first item up for discussion under Other Business.

A. Approve minutes of the January 7, 2016 City Council regular meeting.

B. Approve minutes of the January 7, 2016 City Council workshop meeting.

6. OTHER BUSINESS:

Council may approve, discuss, refer, or postpone items under Other Business.

A. Receive and acknowledge the receipt of the financial and quarterly investment reports for December 2015.

B. Consider Resolution 16-R-01 for the re-appointment of directors of the Kendall Lakes TIRZ Board and Authority Board odd numbered positions from December 31, 2015 to December 31, 2017; and consider appointment of board chair.

- C. Consider Interlocal Agreement between the Cities of Dickinson, Sante Fe, Clear Lake Shores (Tri-Cities) and the City of Alvin’s *Alvin Animal Adoption Center*; and authorize Mayor to sign.

7. REPORTS FROM CITY MANAGER

- A. Review preliminary list of items for next Council meeting.
- B. Items of Community Interest.

8. REPORTS FROM COUNCIL MEMBERS

Pursuant to S.B. No. 1182, City Council Members may make a report or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

- A. Announcements and requests from Council members.

9. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City’s website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code on THURSDAY, JANUARY 14, 2016 at 5:00 P.M.



Dixie Roberts, City Clerk

Removal Date: _____

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

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY JANUARY 7, 2016
7:00 P.M.**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular Session at 7:00 P.M. in the Downstairs Conference Room at City Hall, with the following members present: Mayor Paul A. Horn, Mayor Pro-tem Adam Arendell, Councilmembers: Gabe Adame, Brad Richards, Scott Reed, Roger Stuksa, and Keith Thompson.

Staff members present: Sereniah Breland, City Manager; Bobbi Kacz, City Attorney; Junru Roland, Assistant City Manager/CFO; Dixie Roberts, City Clerk; Robert Lee, Police Chief; Brian Smith, Public Works Director; Dan Kelinske, Parks Director.

INVOCATION AND PLEDGE OF ALLEGIANCE

David Price, pastor of Grace Episcopal Church gave the invocation.

Council member Richards led the Pledge of Allegiance to the American Flag.

Council member Reed led the Pledge to the Texas Flag.

PUBLIC COMMENT

Gordon Minyard, citizen of Alvin, requested that the Council do an investigation on the Alvin Police Department.

Sue Stringer, County Road 928B, presented Council a petition against the proposed thoroughfare plan through CR 146 and 928 B.

PRESENTATIONS

Mayor to present proclamation to the Zhejiang Police College through Sam Houston State University.

Mayor Horn presented the Chinese Cadet Interns with a proclamation.

Presentation regarding the new Texas Open Carry Law; Chief Robert Lee.

Chief Lee gave a presentation on the new Texas Open Carry Law.

Council member Stuksa introduced his grandson and family and thanked him for his service in the United States Marine Corp.

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

Approve minutes of the December 17, 2015 City Council regular meeting.

Council member Arendell moved to approve the Consent Agenda as presented. Seconded by Council member Stuksa; motion carried on a vote of 6 Ayes.

OTHER BUSINESS:

Consider agreement through TIPS/TAPS Purchasing Program with Enterprise FM Trust by Enterprise Fleet Management Inc. for the purpose of leasing non-emergency vehicles; and authorize the City Manager to sign.

Staff is recommending entering into an agreement through TIPS/TAPS with Enterprise Fleet Management for the lease of non-emergency City operated vehicles. City of Alvin currently services and is responsible for the replacement of 87 non-emergency vehicles through an in-house lease program maintained by the Central Shop located at the Public Services Facility. As the number of vehicles has increased over the years, Central Shop has maintained its four original positions putting a greater workload per employee for a growing and aging fleet. The utilization of this program would allow the shop employees to concentrate on emergency vehicles and heavy equipment without the need for additional staff. This program will also reduce the years of service for a vehicle from a 10-15 year replacement cycle to a 5-year cycle. The reduction in replacement will allow for lower cost maintenance to the City, better fuel efficiency and an updated fleet. In FY16 budget (5) five non-emergency vehicles were budgeted and scheduled for replacement at a cost of \$125,000. The utilization of this agreement would cut this year's expense to \$32,000. Through the Enterprise Fleet Management lease program all vehicles will be purchased and serviced using local businesses.

Council member Reed moved to approve an agreement through TIPS/TAPS Purchasing Program with Enterprise FM Trust by Enterprise Fleet Management Inc. for the purpose of leasing non-emergency vehicles; and authorize the City Manager to sign. Seconded by Council member Adame; motion carried on a vote of 6 Ayes.

Consider final plat of Garcia Estates, being a subdivision of 3.9991 acres (4418 County Road 541) located in the M.V. O'Donnell Survey, abstract 468, in Brazoria County, Texas.

On December 1, 2015 the Engineering Department received the Final Plat of Garcia Estates for review. The property is located at 4418 County Road 541 in the City of Alvin Extraterritorial Jurisdiction (ETJ) and is being platted in order for the owners of the property to sell the 2.8 acres of land (Lot 2) directly behind their homestead (Lot 1). The City Planning Commission unanimously approved the plat at their meeting on December 17, 2015.

Council member Stuksa moved to approve a final plat of Garcia Estates, being a subdivision of 3.9991 acres (4418 County Road 541) located in the M.V. O'Donnell Survey, abstract 468, in Brazoria County, Texas. Seconded by Council member Richards; motion carried on a vote of 6 Ayes.

Consider bid award to Lone Star Construction for the construction of a restroom at National Oak Park in an amount not to exceed \$148,896.12; and authorize City Manager to sign contract upon legal review.

Staff is asking council to award a bid to Lone Star Construction for the construction of a permanent restroom at National Oak Park. The structure of the restroom will be built from split face concrete masonry unit blocks; with composition roof shingles -- matching the current color pallet of the Train Depot. The restroom will be segregated into the following four areas: men, women, storage, and a chase for plumbing repair. The men's area shall consist of one handicap accessible stall, one individual stall, two urinals, two sinks, a soap dispenser and a hand dryer. The women's area shall consist of one handicap accessible stall, three other individual stalls, two sinks, a soap dispenser and a hand dryer. The interior of the men and women areas will be painted; and will include a floor drain to expedite cleaning. The third area will be used as a storage room. The fourth and final area will consist of a plumbing chase for convenient access for repair or maintenance. In addition, an exterior water fountain will be installed at the entrance of the restroom.

This project is being funded with the remaining balance (\$154,644.25) of a Community Development Block Grant (CDBG). This project was advertised for public bid beginning November 30, 2015. Sealed bids were opened on December 15, 2015 with a total of two companies submitting bids. Lone Star Construction was selected as the lowest priced/best value vendor with their bid price of \$148,896.12.

Council member Stuksa moved to award bid to Lone Star Construction for the construction of a restroom at National Oak Park in an amount not to exceed \$148,896.12; and authorize City Manager to sign contract upon legal review. Seconded by Council member Arendell; motion carried on a vote of 6 Ayes.

REPORTS FROM CITY MANAGER

Review preliminary list of items for next Council meeting.

Ms. Breland reviewed the preliminary list for the January 21, 2016 City Council meeting.

Items of Community Interest.

Mrs. Roberts reviewed items of community interest.

REPORTS FROM COUNCIL MEMBERS

Pursuant to S.B. No. 1182, City Council Members may make a report or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

Announcements and requests from Council members.

Council member Thompson stated that he appreciated the workshop discussion had earlier this evening regarding the Mustang Road project. He also thanked those citizens who attended to present their petition to Council regarding the Thoroughfare Plan.

Council member Adame thanked Council member Stuksa’s grandson for his service to our Country.

ADJOURNMENT

Council member Thompson moved to adjourn the meeting at 7:45 p.m. Seconded by Council member Arendell; motion to adjourn carried on a vote of 6 Ayes.

PASSED and APPROVED this _____ day of _____, 2016.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Clerk

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP MEETING
THURSDAY JANUARY 7, 2016
5:45 P.M.

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 P.M. in the Downstairs Conference Room at City Hall, with the following members present: Mayor Paul A. Horn, Mayor Pro-tem Adam Arendell, Councilmembers: Gabe Adame, Brad Richards, Scott Reed, Roger Stuksa, and Keith Thompson.

Staff members present: Sereniah Breland, City Manager; Bobbi Kacz, City Attorney; Junru Roland, Assistant City Manager/CFO; Dixie Roberts, City Clerk; Larry Buehler, Robert Lee, Police Chief; Michelle Segovia, City Engineer.

WORKSHOP ITEMS

Discuss Mustang Road Project

Lengthy discussion was had regarding this project. It was the consensus of City Council to move forward with the project as presented.

City Council Code of Procedures

Ms. Kacz, City Attorney presented City Council with various examples of City Council Codes of Procedures from area cities. She asked Council to let staff know if they would like to move forward with the creation of such for their governing body.

ADJOURNMENT

Mayor Horn adjourned the meeting at 6:43 p.m.

PASSED and APPROVED this _____ day of _____, 2016.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Clerk



AGENDA COMMENTARY

Meeting Date: 1/21/2016

Department: Finance

Contact: Junru Roland, Assistant City Manager

Agenda Item: Receive and acknowledge receipt of the financial and quarterly investment reports for December 2015.

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

Summary: Article VII, Section 31, of the City Charter requires the Chief Financial Officer to submit to the city council, through the City Manager, a report of the financial condition of the City. In addition, the City's investment policy requires the Chief Financial Officer to submit an investment report to the City Manager, the Mayor, and the City Council each quarter.

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

Account Number: _____ **Amount:** _____

Legal Review Required: N/A ___ Required ___ **Date Completed:** _____

Supporting documents attached:

- Presentation
- Financial Information – major funds
- Quarterly Investment Report

Recommendation: Move to acknowledge receipt of the December, 2015 financial and quarterly investment reports.

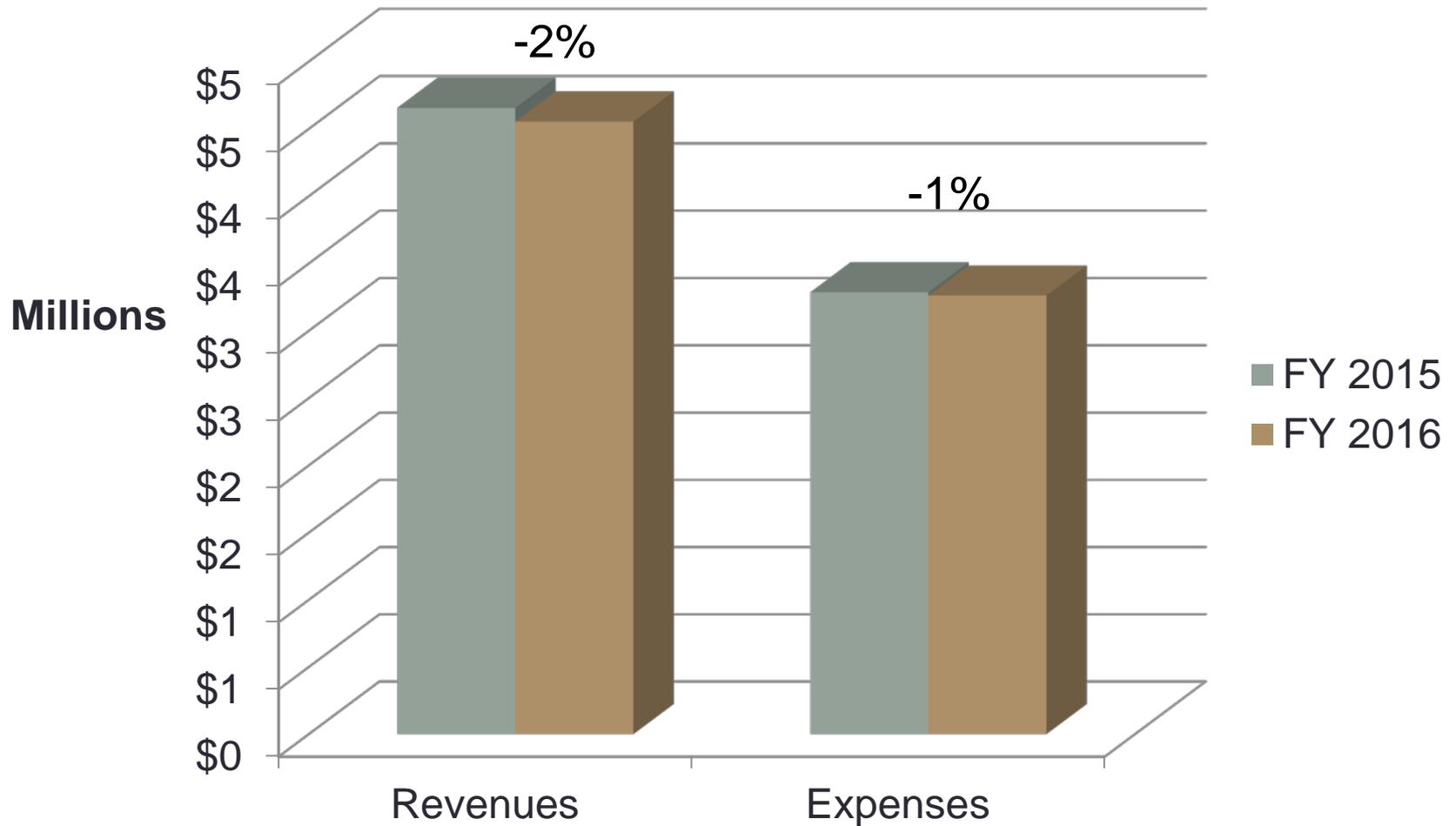
Reviewed by Department Head, if applicable
Reviewed by City Attorney, if applicable

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

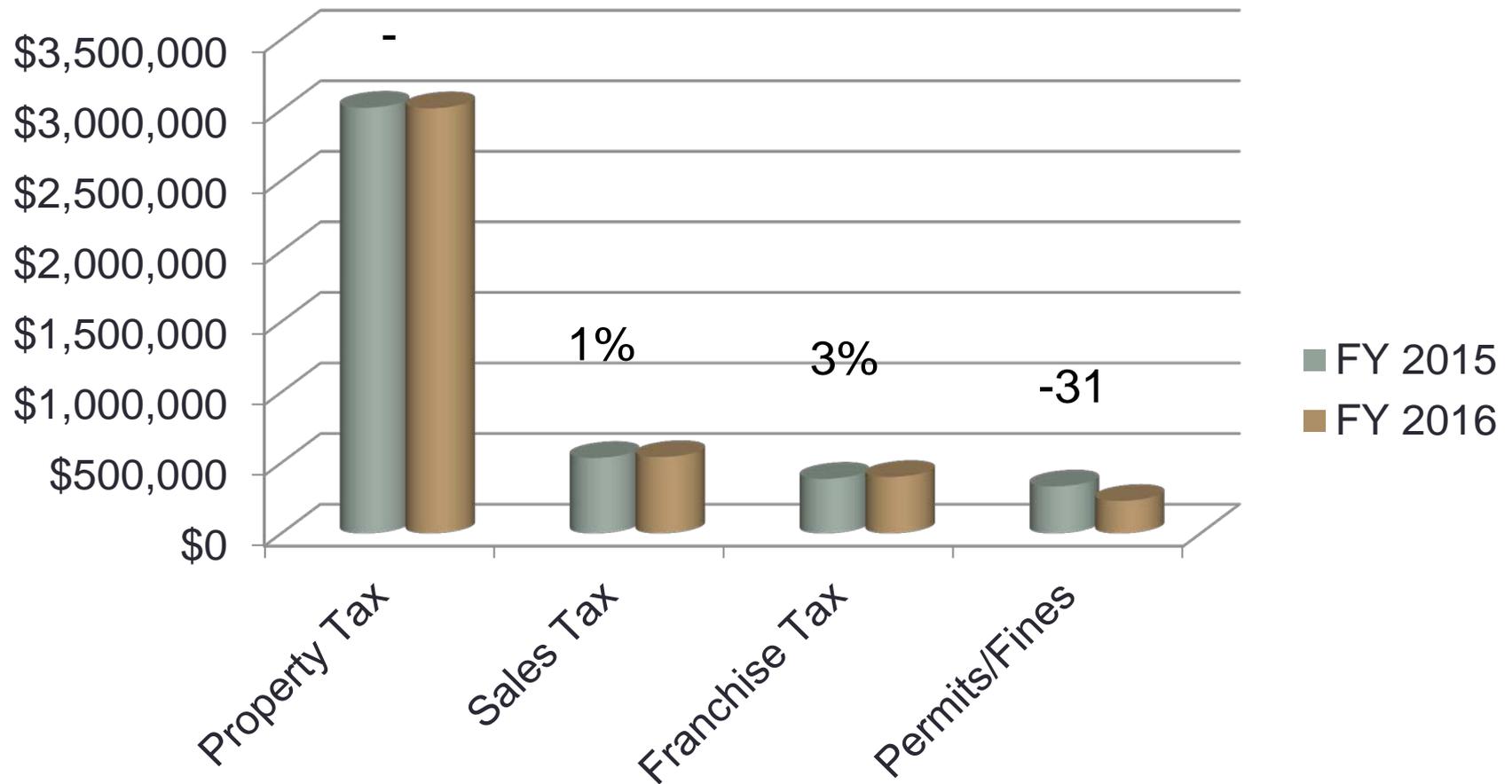
CITY OF ALVIN

Financial Summary
December 31, 2015

General Fund Revenue & Expense Comparison



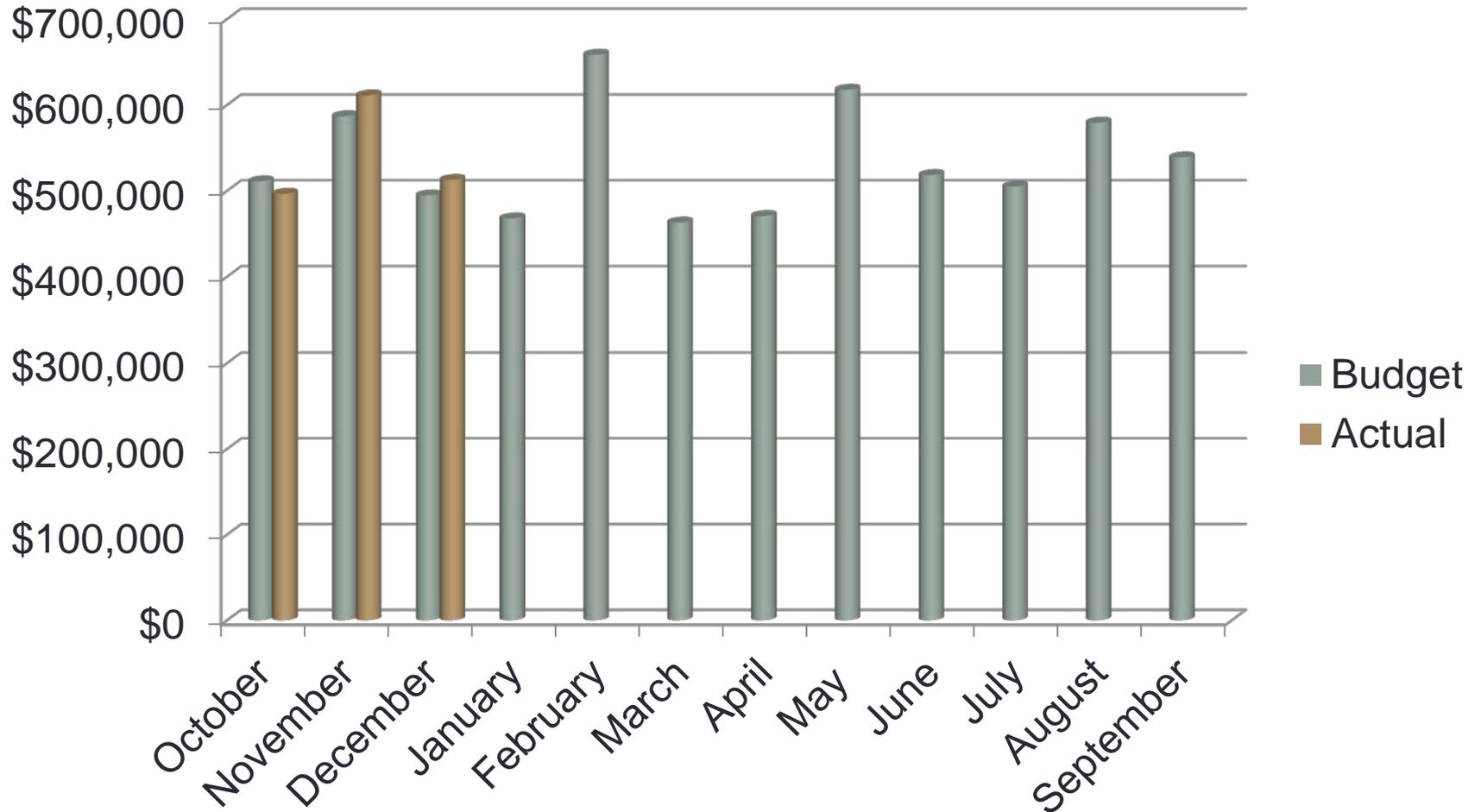
General Fund Major Revenue Comparison as of December 31, 2015



Sales Tax Revenues

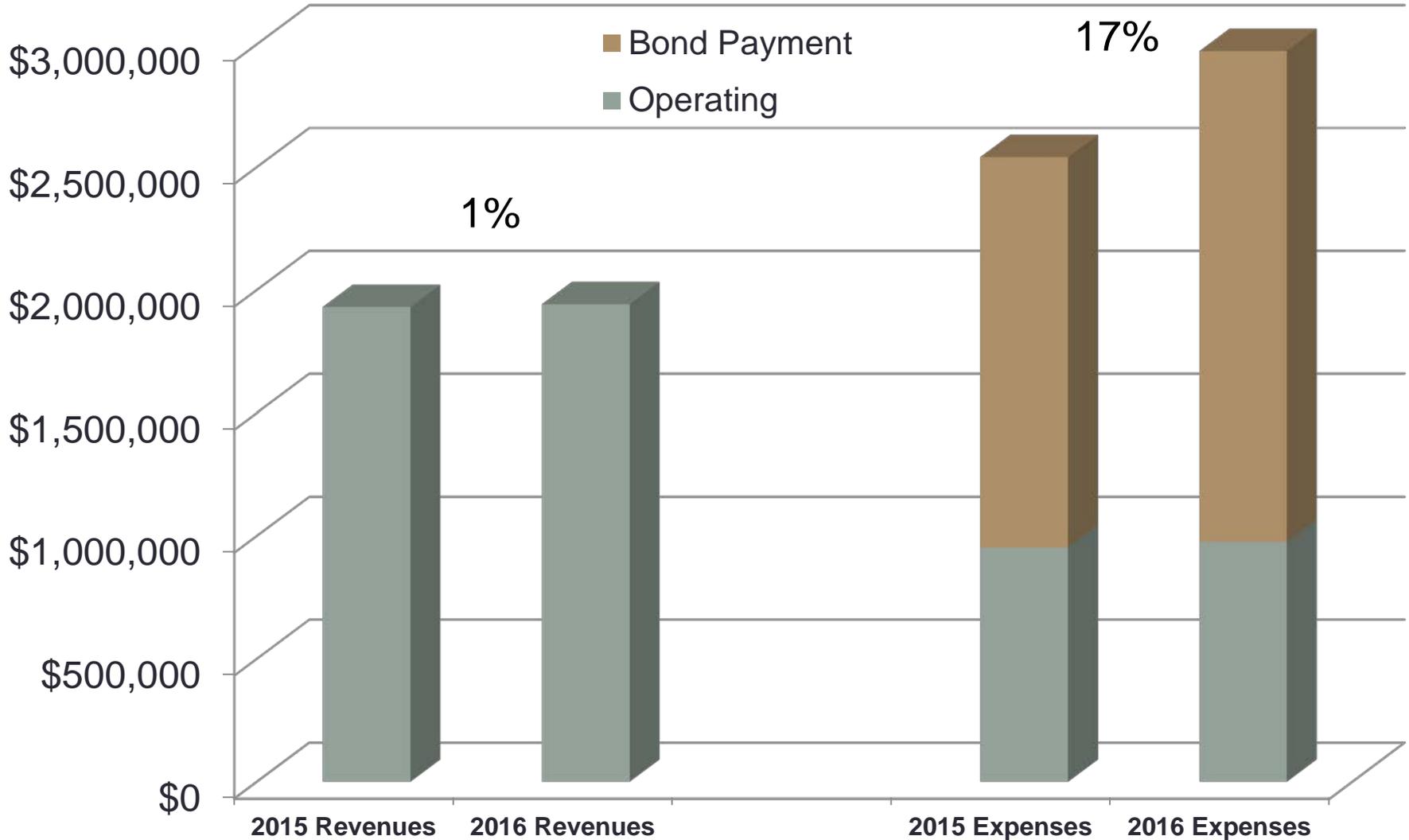
Budget vs. Actual

FY 2015-16

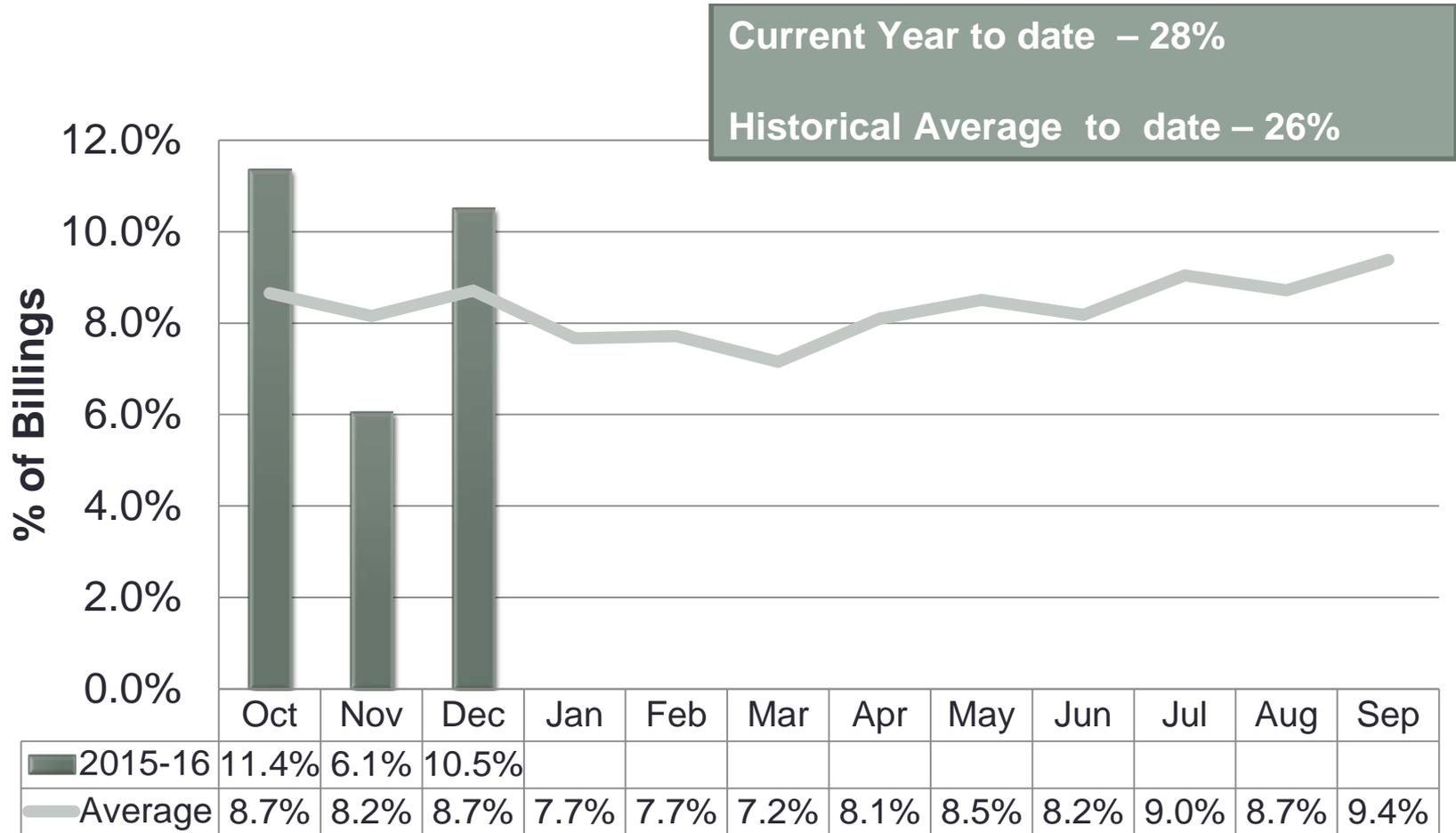


UTILITY FUND

Revenue & Expense Comparison



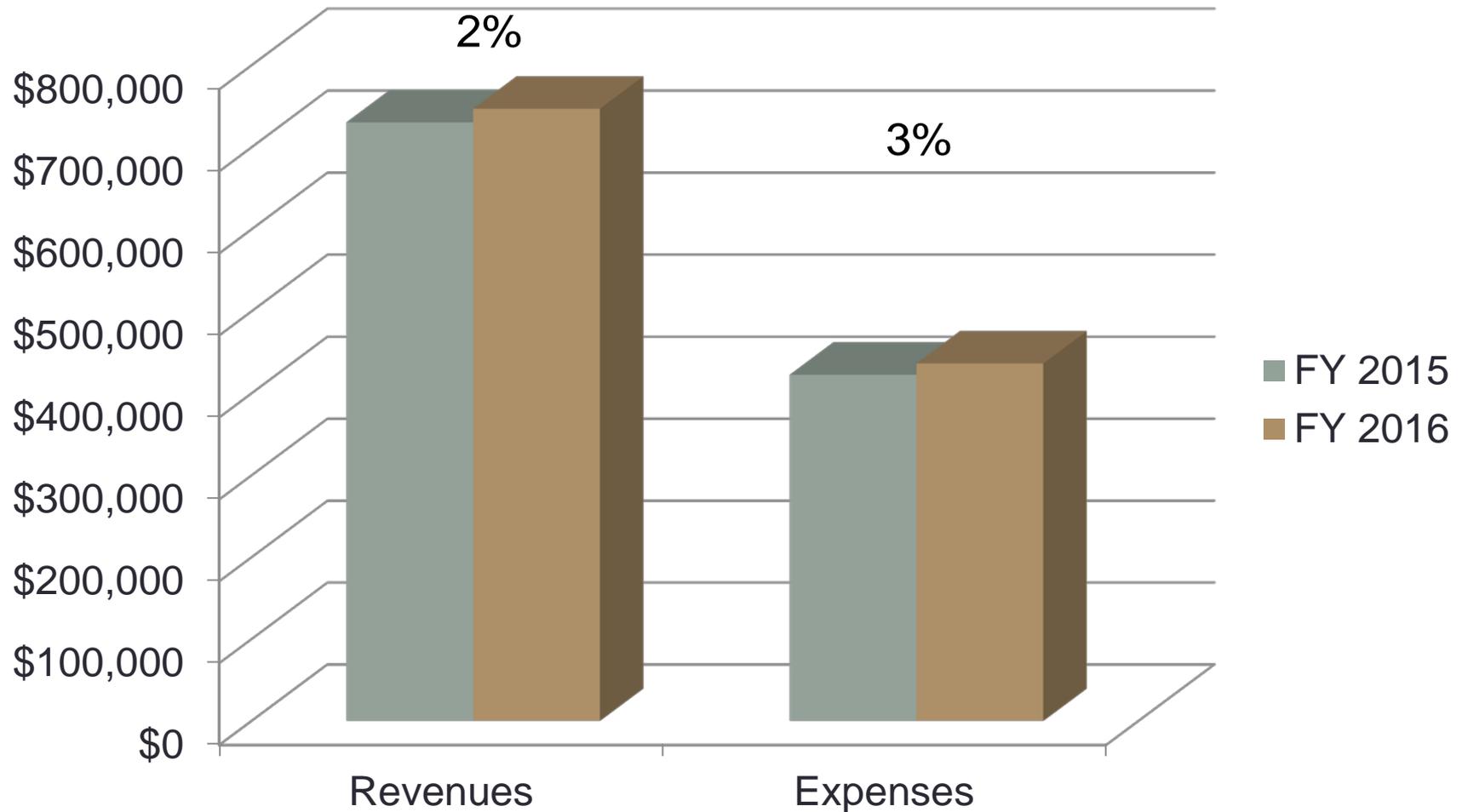
2015-16 Analysis of Water & Sewer Billings



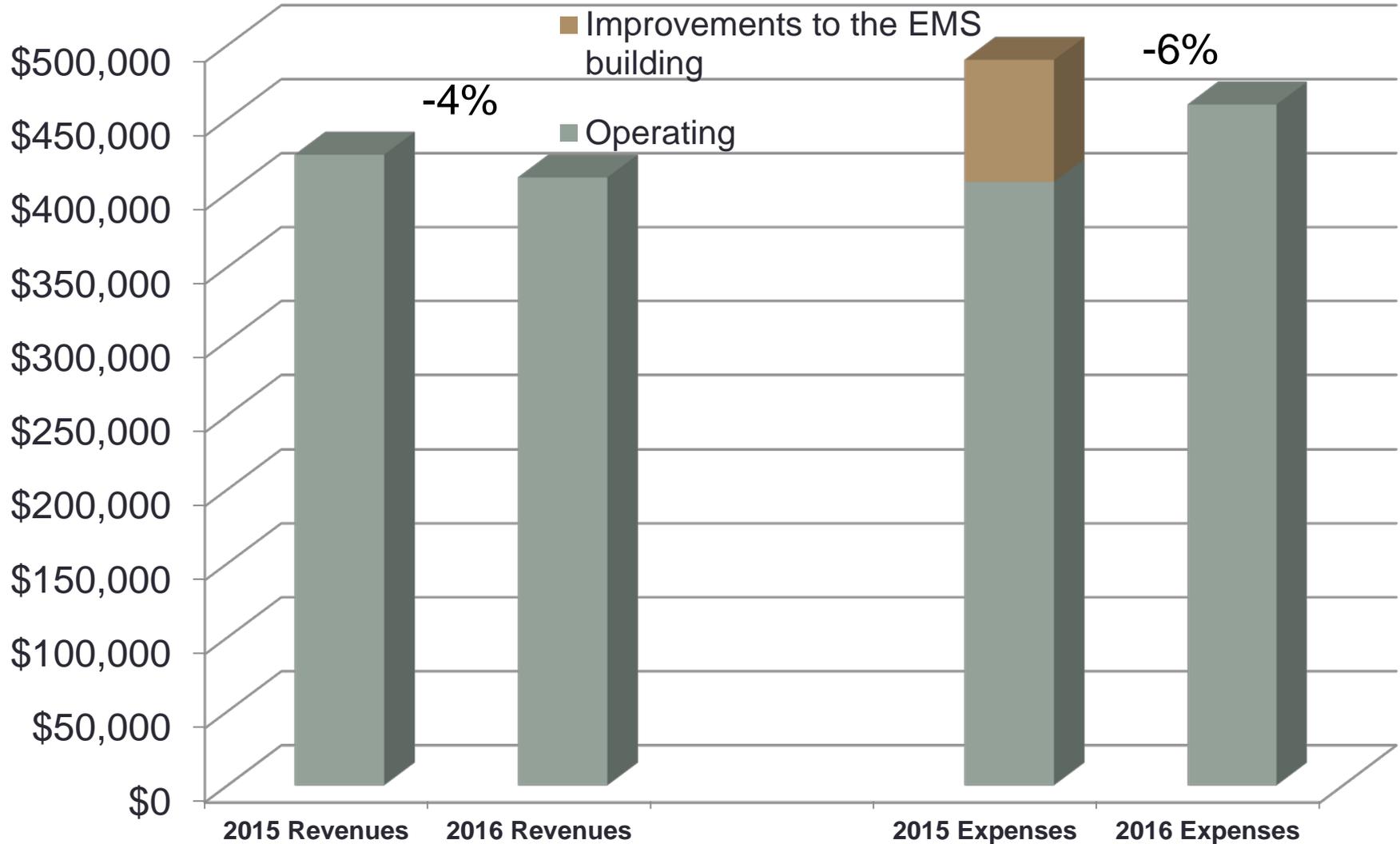
Line - 5 year history of the % of total annual billings per month.

Bar - % of the 2015-16 budgeted revenues billed per month.

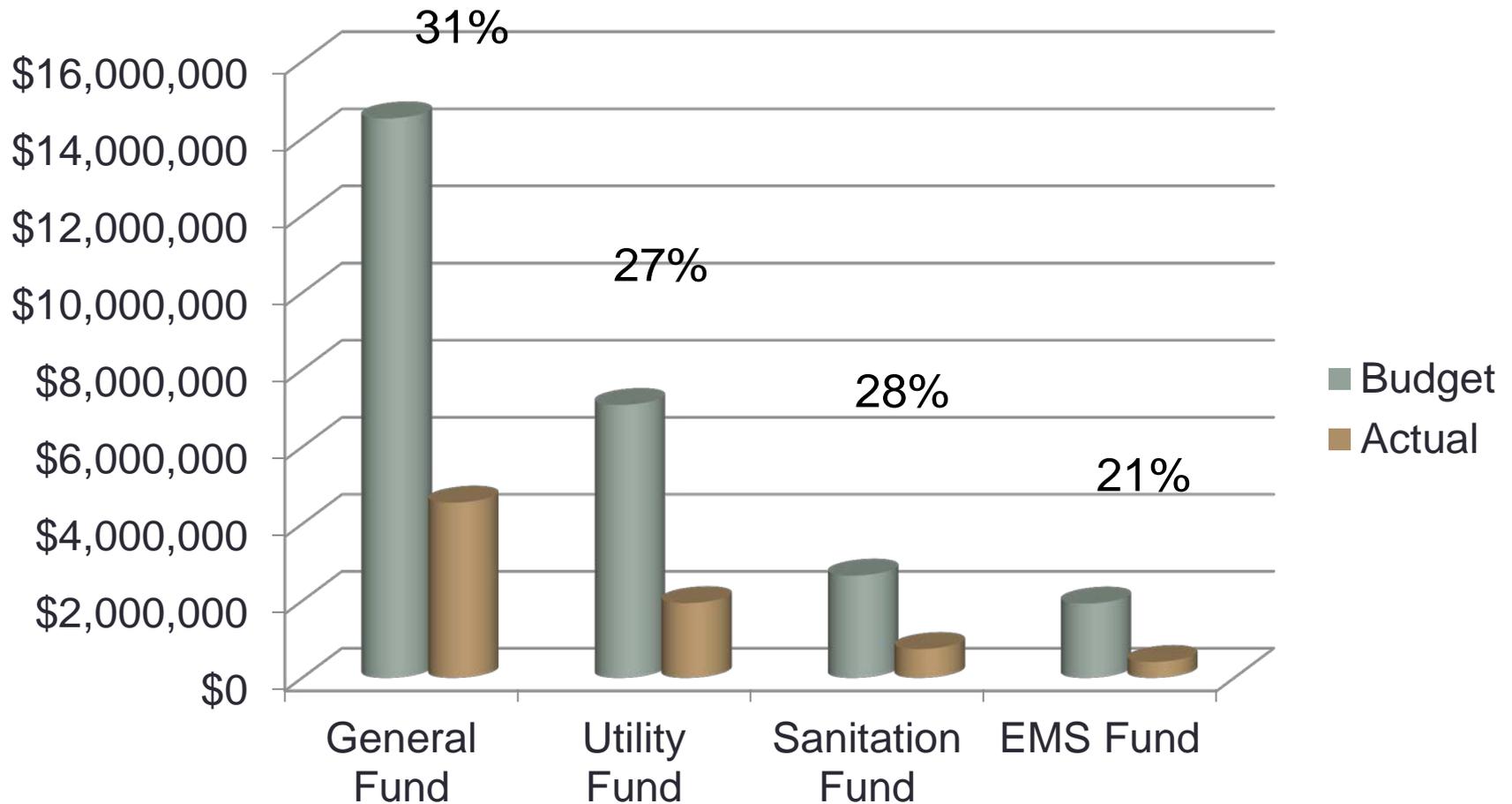
Sanitation Fund Revenue & Expense Comparison



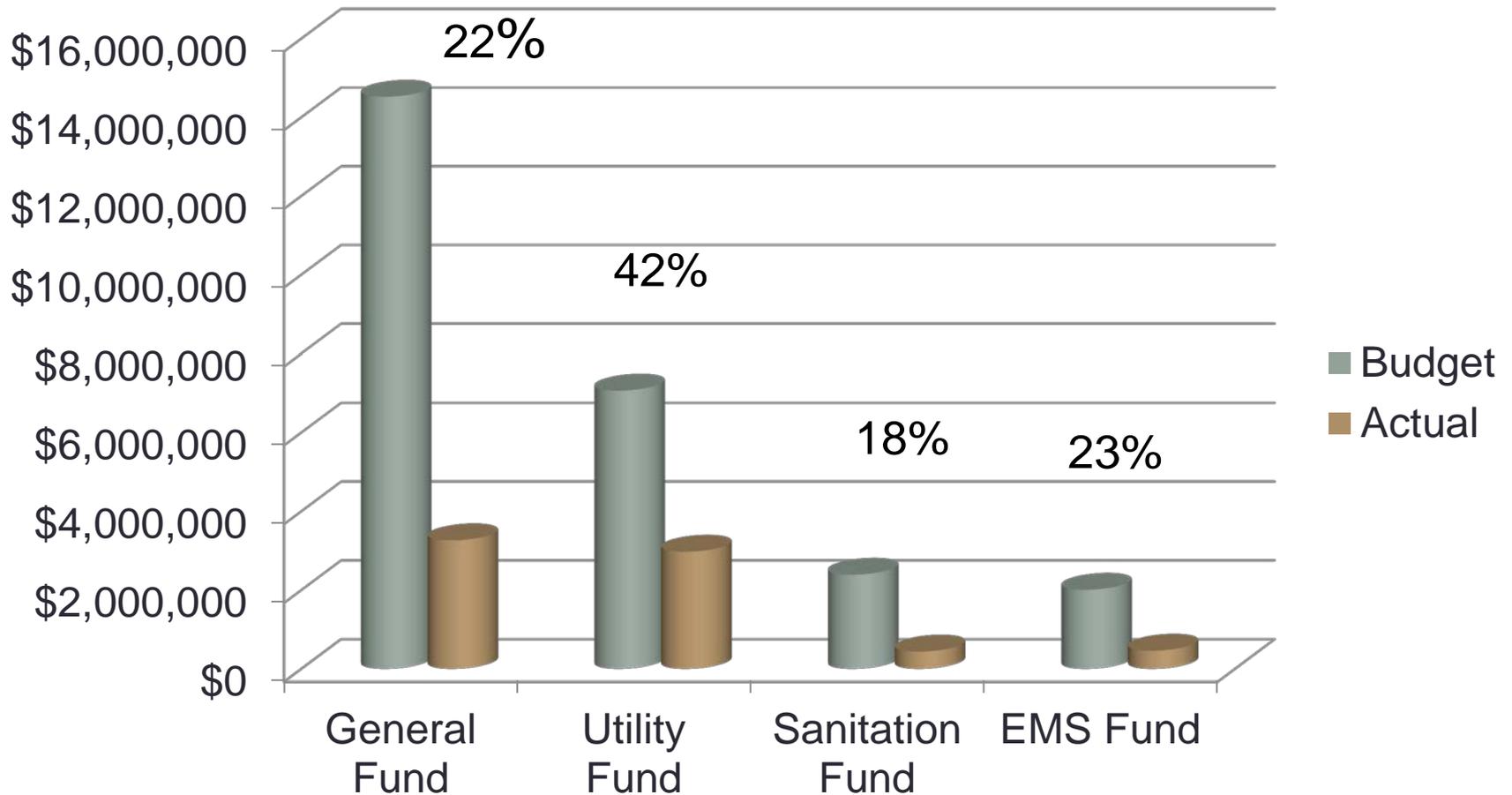
EMS Fund Revenue & Expense Comparison



Operating Revenues Budget vs. Actual as of December 31, 2015 (25% of FY)



Operating Expenditures Budget vs. Actual as of December 31, 2015 (25% of FY)



Cash and Investments as of December 31, 2015

FUNDS	BALANCE
GENERAL FUND	\$ 6,367,550
UTILITY FUND	6,167,611
SPECIAL REVENUE FUNDS *	1,338,380
TIRZ	382,860
CEMETERY FUND	475,664
SANITATION FUND	1,910,667
EMS FUND	1,008,775
CAPITAL PROJECTS (GOVERNMENTAL) **	5,610,064
CAPITAL PROJECTS (UTILITY) ***	11,138,852
INTERNAL SERVICE FUNDS ****	2,472,417
Total	\$ <u>36,872,840</u>

- * Fire Capital, Hotel, Municipal Court, Special Investigation, Senior, Public Education Governmental, and Donation Funds
- ** Sales Tax Fund and Governmental Bond Funds
- *** Utility Bond Funds
- **** Central Shop, Vehicle Replacement, Computer Replacement / Maintenance Funds

Investment Yield Comparison thru December 31, 2015





CITY OF ALVIN

MAJOR FUNDS RECAP

For the period ending 12/31/2015



**CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 12/31/2015**

GENERAL FUND

REVENUES

	<u>CURRENT MONTH</u>			<u>YEAR TO DATE</u>			CURRENT BUDGET	BUDGET BALANCE
	LAST YEAR	THIS YEAR	% CHANGE	LAST YEAR	THIS YEAR	% CHANGE		
GENERAL PROPERTY TAXES	2,617,412	2,571,755	-2%	3,015,905	3,011,859	0%	8,308,524	5,296,665
SALES TAXES	170,268	170,890	0%	533,682	540,088	1%	2,136,840	1,596,752
OTHER TAXES			0%			0%	35,000	35,000
FRANCHISE TAXES	35	515	1369%	386,083	398,733	3%	1,339,000	940,267
PERMITS AND LICENSES	80,188	42,219	-47%	200,304	119,042	-41%	515,400	396,358
FINES AND FORFEITURES	50,316	36,920	-27%	131,580	109,970	-16%	538,000	428,030
OTHER INCOME	112,192	80,898	-28%	119,543	90,813	-24%	514,924	424,111
INTRAGOVERNMENTAL	89,530	94,399	5%	268,590	283,196	5%	1,132,782	849,587
TOTAL REVENUES	3,119,940	2,997,596	-4%	4,655,686	4,553,700	-2%	14,520,470	9,966,770

EXPENDITURES

CITY COUNCIL	2,868	3,185	11%	10,689	9,281	-13%	59,541	50,260
CITY CLERK	25,453	24,851	-2%	56,840	54,839	-4%	257,064	202,225
CITY ATTORNEY	39,736	45,395	14%	84,486	93,966	11%	468,312	374,346
CITY MANAGER	27,385	33,332	22%	59,162	72,651	23%	300,083	227,432
ECONOMIC DEVELOPMENTS	29,616	22,212	-25%	67,144	45,052	-33%	204,821	159,769
FINANCE	34,530	51,595	49%	73,710	109,169	48%	479,830	370,661
COURT	17,137	19,908	16%	37,044	44,597	20%	198,212	153,615
HUMAN RESOURCES	9,357	11,533	23%	20,793	23,123	11%	206,282	183,159
CITY HALL	4,569	11,552	153%	34,729	16,580	-52%	111,000	94,420
POLICE	682,782	710,204	4%	1,564,454	1,566,722	0%	6,476,308	4,909,586
HUMANE	24,675	43,115	75%	56,874	86,527	52%	414,136	327,609
FIRE	81,250	91,215	12%	218,748	214,482	-2%	959,250	744,768
ENGINEERING	81,804	72,207	-12%	152,338	132,044	-13%	696,729	564,685
CODE ENFORCEMENT	7,758	14,122	82%	29,126	28,751	-1%	124,775	96,024
PARKS AND RECREATION	104,764	155,154	48%	269,167	293,272	9%	1,443,464	1,150,192
LIBRARY	19,478	24,155	24%	50,962	68,044	34%	111,865	43,821
NON-DEPARTMENTAL	118,952	6,284	-95%	498,651	401,926	-19%	2,008,799	1,606,873
TOTAL EXPENDITURES	1,312,113	1,340,020	2%	3,284,917	3,261,026	-1%	14,520,471	11,259,445

EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES

1,292,674

BEGINNING FUND BALANCE

5,312,136

ENDING FUND BALANCE (unaudited)

6,604,810



**CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 12/31/2015**

	<u>CURRENT MONTH</u>			<u>YEAR TO DATE</u>			CURRENT BUDGET	BUDGET BALANCE
	LAST YEAR	THIS YEAR	% CHANGE	LAST YEAR	THIS YEAR	% CHANGE		
HOTEL FUND								
<u>REVENUES</u>								
OCCUPANCY TAXES	8,075	22,389	177%	71,904	92,815	29%	312,251	219,436
OTHER OPERATING INCOME	1,249	1,310	5%	2,471	2,960	20%	9,300	6,340
TOTAL REVENUES	9,325	23,699	154%	74,375	95,774	29%	321,551	225,777
<u>EXPENDITURES</u>								
PERSONNEL	9,667	7,596	-21%	20,719	17,400	-16%	104,484	87,084
SUPPLIES	56	-	0%	552	-	-100%	9,200	9,200
CONTRACT SERVICES	11,302	9,257	-18%	30,189	18,654	-38%	179,354	160,700
DEBT SERVICE	18,547	-	0%	18,547	22,462	0%	23,253	791
INTERFUND TRANSFERS	175	354	102%	525	933	78%	2,700	1,767
TOTAL EXPENDITURES	39,747	17,207	131%	70,532	59,449	-16%	318,991	259,542
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES					36,325			
BEGINNING FUND BALANCE					695,434			
ENDING FUND BALANCE (unaudited)					731,759			



CITY OF ALVIN
BUDGET VS ACTUAL (Cash basis)
For the period ending 11/30/2015

UTILITY FUND

	<u>CURRENT MONTH</u>		<u>%</u> <u>CHANGE</u>	<u>YEAR TO DATE</u>		<u>%</u> <u>CHANGE</u>	<u>CURRENT</u> <u>BUDGET</u>	<u>BUDGET</u> <u>BALANCE</u>
	<u>LAST YEAR</u>	<u>THIS YEAR</u>		<u>LAST YEAR</u>	<u>THIS YEAR</u>			
REVENUES								
CHARGES FOR SERVICES	715,343	717,219	0%	1,857,595	1,885,726	2%	6,799,306	4,913,580
OTHER OPERATING INCOME	22,977	19,300	-16%	72,173	55,628	-23%	289,207	233,579
TOTAL REVENUES	738,320	736,519	0%	1,929,768	1,941,355	1%	7,088,513	5,147,158
EXPENDITURES								
WATER	65,407	120,146	84%	191,060	210,745	10%	1,100,744	889,999
SEWER	57,916	72,040	24%	145,539	150,868	4%	903,117	752,249
WASTEWATER TREATMENT	41,352	72,023	74%	156,747	187,194	19%	835,197	648,003
ADMINISTRATION	33,653	31,374	-7%	75,643	67,901	-10%	312,205	244,304
BILLING AND COLLECTIONS	34,672	32,833	-5%	60,953	57,299	-6%	274,656	217,357
PUBLIC SERVICES FACILITY	2,843	9,155	222%	14,649	20,798	42%	99,150	78,352
CODE ENFORCEMENT PROGRAM	5,620	11,634	107%	15,598	29,902	92%	142,644	112,742
OTHER REQUIREMENTS	86,422	54,488	-37%	293,750	250,660	-15%	1,095,454	844,794
TOTAL OPERATING EXPENDITURES	327,885	403,693	23%	953,939	975,366	2%	4,763,167	3,787,801
DEBT SERVICE				1,586,547	1,996,605	26%	2,300,528	303,923
CAPITAL PROJECTS						0%		
TOTAL EXPENDITURES	327,885	403,693	23%	2,540,486	2,971,972	17%	7,063,695	4,091,723
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES					<u>(1,030,617)</u>			-
BEGINNING NET OPERATING ASSETS					<u>3,859,322</u>			
ENDING NET OPERATING ASSETS (unaudited)					<u>2,828,705</u>			



**CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 12/31/2015**

SANITATION FUND

	<u>CURRENT MONTH</u>			<u>YEAR TO DATE</u>			<u>CURRENT BUDGET</u>	<u>BUDGET BALANCE</u>
	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>% CHANGE</u>	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>% CHANGE</u>		
REVENUES								
CHARGES FOR SERVICES	287,385	294,370	2%	729,840	746,109	2%	2,654,795	1,908,686
OTHER OPERATING INCOME	235	348	48%	591	888	50%	2,000	1,112
TOTAL REVENUES	287,620	294,718	2%	730,431	746,997	2%	2,656,795	1,909,798
EXPENDITURES								
CONTRACT SERVICES	182,495	650	-100%	362,173	369,950	2%	2,144,637	1,774,687
INTERFUND TRANSFERS	11,055	11,106	0%	33,164	33,317	0%	210,073	176,757
DEBT SERVICE	27,290	-	0%	27,290	33,051	21%	34,215	1,164
TOTAL EXPENDITURES	220,840	11,755	-95%	422,627	436,318	3%	2,388,925	1,774,687
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES					310,680			
BEGINNING NET OPERATING ASSETS					1,434,650			
ENDING NET OPERATING ASSETS (unaudited)					1,745,330			



CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 12/31/2015

EMS FUND

	<i>CURRENT MONTH</i>		<i>%</i>	<i>YEAR TO DATE</i>		<i>%</i>	<i>CURRENT</i>	<i>BUDGET</i>
	<i>LAST YEAR</i>	<i>THIS YEAR</i>		<i>LAST YEAR</i>	<i>THIS YEAR</i>			
REVENUES								
CHARGES FOR SERVICES	236,235	217,798	-8%	425,391	409,968	-4%	1,920,930	1,510,962
OTHER OPERATING INCOME	297	338	14%	490	579	18%	8,600	8,021
TOTAL REVENUES	236,532	218,136	-8%	425,881	410,547	-4%	1,929,530	1,518,983
EXPENDITURES								
PERSONNEL	126,452	141,038	12%	258,279	286,029	11%	1,103,521	817,492
SUPPLIES	25,551	26,252	3%	43,983	40,256	-8%	208,700	168,444
CONTRACT SERVICES	10,258	4,357	-58%	43,730	52,530	20%	362,711	310,181
DEBT SERVICE	-	-	0%	-	-	0%	7,154	7,154
INTERFUND TRANSFERS	20,494	26,993	32%	61,483	80,979	32%	323,917	242,938
OPERATING EXPENDITURES	182,756	198,640	9%	407,476	459,795	13%	2,006,003	1,546,208
CAPITAL OUTLAY (NON RECURRING)	-	-		82,473	-		-	-
TOTAL EXPENDITURES	182,756	198,640	9%	489,948	459,795	-6%	2,006,003	1,546,208
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES					(49,248)			
BEGINNING WORKING CAPITAL					944,128			
ENDING WORKING CAPITAL (unaudited)					894,880			



**CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 12/31/2015**

	<i>CURRENT MONTH</i>		<i>% CHANGE</i>	<i>YEAR TO DATE</i>		<i>% CHANGE</i>	<i>CURRENT BUDGET</i>	<i>BUDGET BALANCE</i>
	<i>LAST YEAR</i>	<i>THIS YEAR</i>		<i>LAST YEAR</i>	<i>THIS YEAR</i>			
SALES TAX FUND								
<u>REVENUES</u>								
SALES TAX REVENUES	340,434	341,677	0%	1,067,044	1,079,852	1%	4,273,679	3,193,827
OTHER OPERATING INCOME	2,490	789	-68%	3,565	2,149	-40%	8,000	5,851
TOTAL REVENUES	342,924	342,466	0%	1,070,609	1,082,002	1%	4,281,679	3,199,678
<u>EXPENDITURES</u>								
PERSONNEL (STREET)	92,864	92,020	-1%	196,911	186,814	-5%	955,534	768,720
PERSONNEL (CODE ENFORCEMENT)	7,732	8,094	5%	15,967	16,476	3%	71,114	54,638
SUPPLIES	18,912	11,651	-38%	53,310	35,651	-33%	316,250	280,599
CONTRACT SERVICES	52,940	42,174	-20%	158,001	181,671	15%	1,198,159	1,016,488
CAPITAL OUTLAY (CIP)	-	543,594	0%	35,862	531,813	1383%	3,362,736	2,830,923
DEBT	-	-	0%	-	-	0%	-	-
INTERFUND TRANSFERS	66,402	72,599	9%	189,243	214,989	14%	770,811	555,822
TOTAL EXPENDITURES	238,850	770,132	222%	649,294	1,167,415	80%	6,674,604	5,507,189
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES					(85,414)			
BEGINNING FUND BALANCE					5,822,382			
ENDING FUND BALANCE (unaudited)					5,736,968			



CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 12/31/2015

SHOP FUND

	<i>CURRENT MONTH</i>		<i>%</i> CHANGE	<i>YEAR TO DATE</i>		<i>%</i> CHANGE	CURRENT BUDGET	BUDGET BALANCE
	LAST YEAR	THIS YEAR		LAST YEAR	THIS YEAR			
REVENUES								
INTRA GOVERNMENTAL TRANSFERS	64,127	58,277	-9%	192,455	173,697	-10%	705,538	531,841
OTHER OPERATING INCOME	1,331	18	-99%	1,338	40	-97%	-	(40)
TOTAL REVENUES	65,457	58,296	12%	193,793	173,737	-10%	705,538	531,801
EXPENDITURES								
PERSONNEL	22,335	21,507	-4%	46,839	45,081	-4%	191,518	146,437
SUPPLIES	11,938	14,145	18%	32,347	34,255	6%	167,200	132,945
CONTRACT SERVICES	16,359	10,016	-39%	161,839	98,736	-39%	330,621	231,885
INTERFUND TRANSFERS	923	667	-28%	2,770	2,001	-28%	8,004	5,234
TOTAL EXPENDITURES	51,555	46,335	-10%	243,795	180,073	-26%	697,343	516,501
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES					<u>(6,336)</u>			
BEGINNING OPERATING ASSETS					222,727			
ENDING OPERATING ASSETS (unaudited)					<u>216,390</u>			



CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 12/31/2015

	<u>CURRENT MONTH</u>		%	<u>YEAR TO DATE</u>		%	<u>CURRENT</u>	<u>BUDGET</u>
	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>CHANGE</u>	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>CHANGE</u>	<u>BUDGET</u>	<u>BALANCE</u>
VEHICLE REPLACEMENT								
<u>REVENUES</u>								
INTRA GOVERNMENTAL TRANSFERS	39,379	39,125		118,138	117,375		469,502	352,127
OTHER OPERATING INCOME	45,562	269		45,747	17,790		-	
TOTAL REVENUES	84,942	39,394	-54%	163,885	135,165		469,502	352,127
<u>EXPENDITURES</u>								
SUPPLIES	-	-		38	-		42,500	42,500
CAPITAL OUTLAY	125,706	27,402					556,300	556,300
TOTAL EXPENDITURES	125,706	27,402	-78%	38	-		598,800	598,800
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES					135,165			
BEGINNING OPERATING ASSETS					1,345,915			
ENDING OPERATING ASSETS					1,481,080			

City of Alvin

Quarterly Investment Report
as of
December 31, 2015

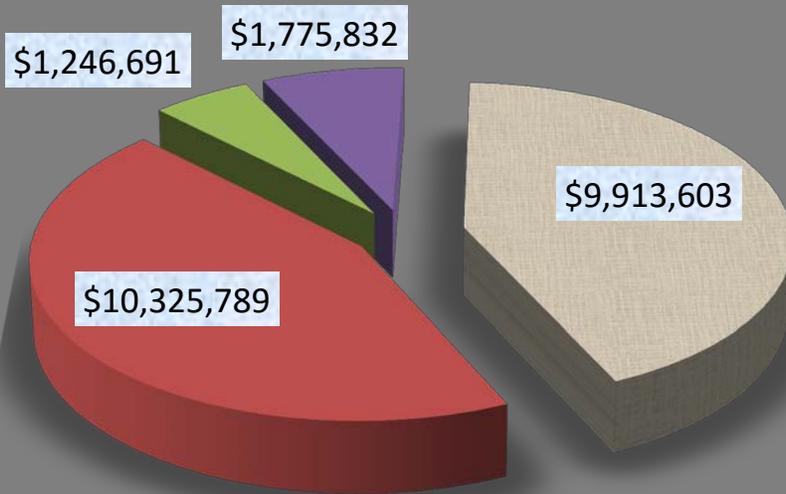
City of Alvin
Investment Report
For the Period Ending December 31, 2015

	Beginning Balance October 1, 2015	Ending Balance December 31, 2015
Cash and Investment Pools		
Cash in Wells Fargo Bank *	\$ 14,579,849	\$ 13,646,121
Texpool		
Book Value	9,910,322	9,913,603
Market Value	9,910,322	9,913,603
TexStar		
Book Value	\$ 11,560,679	\$ 10,325,789
Market Value	11,560,679	10,325,789
Brokered Certificate of Deposits		
Book Value	\$ 1,248,370	\$ 1,246,691
Market Value	1,248,370	1,246,691
Par Value	1,248,000	1,248,000
Money Market		
Book Value	\$ 1,775,594	\$ 1,775,832
Market Value	1,775,594	1,775,832
Total Portfolio		
Book Value	\$ 39,074,814	\$ 36,908,036
Market Value	39,074,814	36,908,036
Par Value	39,074,444	36,909,345
Weighted Average Maturity (in Days)**		14
Weighted Average Yield-to-Maturity **		0.20%
Current YTD Interest Earnings		
Accrued Interest	\$	8,799
Comparative Yields		
3 month Treasury Bill		0.16%
6 month Treasury Bill		0.49%
2 Year Treasury Note		1.06%

* Bank Statement Balance (Consolidated & Payroll Accounts)

** Calculation excludes Cash in Bank Balances

City of Alvin Investment Allocation September 30, 2015



■ TexPool

■ TexStar

■ CD's

■ Money Market

City of Alvin
 Summary Investment Report
 Quarter Ending 12/31/2015

Current Date: 12/31/2015

Fund	Description	Type	CUSIP	Coupon	Settlement Date	Maturity Date	Call Date	Par Value	Purchase Price	Purchase Cost	Book Value	Mkt Price	Mkt Value	Days to Maturity	YTM
General Fund	TexSTAR	LGIP		0.1868				100,250.90	100.000	100,250.90	100,250.90	100.000	100,250.90	1	0.1868
General Fund	TexPool	LGIP		0.1863				4,340,942.30	100.000	4,340,942.30	4,340,942.30	100.000	4,340,942.30	1	0.1863
General Fund	DWS-GCIS	MMKT		0.0500				1,775,831.60	100.000	1,775,831.60	1,775,831.60	100.000	1,775,831.60	1	0.0300
Utility Fund	TexSTAR	LGIP		0.1868				10,112.07	100.000	10,112.07	10,112.07	100.000	10,112.07	1	0.1868
Utility Fund	TexPool	LGIP		0.1863				772,710.81	100.000	772,710.81	772,710.81	100.000	772,710.81	1	0.1863
Utility Fund	TexPool	LGIP		0.1863				596,090.00	100.000	596,090.00	596,090.00	100.000	596,090.00	1	0.1863
Utility Fund	CD	CD	48124JSU3	0.2500	5/12/2015	8/15/2016		248,000.00	100.000	248,000.00	247,659.00	99.905	247,659.00	228	0.2500
Utility Fund	CD	CD	05580ABP8	0.3000	5/13/2015	5/22/2017		250,000.00	100.000	250,000.00	249,170.00	99.678	249,170.00	508	0.3000
Impact Fees	TexSTAR	LGIP		0.1868				100,507.05	100.000	100,507.05	100,507.05	100.000	100,507.05	1	0.1868
Impact Fees	TexPool	LGIP		0.1863				162,774.46	100.000	162,774.46	162,774.46	100.000	162,774.46	1	0.1863
2005 Bonds	TexPool	LGIP		0.1863				-	100.000	-	-	100.000	-	1	0.1863
2006 Bonds Utility	TexPool	LGIP		0.1863				810,438.61	100.000	810,438.61	810,438.61	100.000	810,438.61	1	0.1863
2008 Bonds Utility	TexPool	LGIP		0.1863				585,017.79	100.000	585,017.79	585,017.79	100.000	585,017.79	1	0.1863
Sanitation Fund	TexPool	LGIP		0.1863				67,629.86	100.000	67,629.86	67,629.86	100.000	67,629.86	1	0.1863
Sanitation Fund	TexSTAR	LGIP		0.1868				231,688.90	100.000	231,688.90	231,688.90	100.000	231,688.90	1	0.1868
Sales Tax Fund	TexSTAR	LGIP		0.1868				23,999.59	100.000	23,999.59	23,999.59	100.000	23,999.59	1	0.1868
Sales Tax Fund	TexPool	LGIP		0.1863				1,629,859.22	100.000	1,629,859.22	1,629,859.22	100.000	1,629,859.22	1	0.1863
Sales Tax Fund	CD	CD	02006LEY5	0.5500	6/4/2014	6/6/2016		250,000.00	100.000	250,000.00	249,930.00	99.585	249,930.00	158	0.5500
Sales Tax Fund	CD	CD	254671U24	0.5500	6/4/2014	6/6/2016		250,000.00	100.000	250,000.00	250,002.00	99.585	250,002.00	158	0.5500
Sales Tax Fund	CD	CD	38147JD58	0.5500	6/4/2014	6/6/2016		250,000.00	100.000	250,000.00	249,930.00	99.668	249,930.00	158	0.5500
2006 Bonds Gov't	TexPool	LGIP		0.1863				194,025.15	100.000	194,025.15	194,025.15	99.668	194,025.15	1	0.1863
2006 Bonds Gov't	TexSTAR	LGIP		0.1868				49,740.65	100.000	49,740.65	49,757.90	100.000	49,740.65	1	0.1868
Debt Service	TexPool	LGIP		0.1863				20,317.12	100.000	20,317.12	20,317.12	100.000	20,317.12	1	0.1863
Cemetery Fund	TexPool	LGIP		0.1863				146,898.94	100.000	146,898.94	146,898.94	100.000	146,898.94	1	0.1863
Cemetery Fund	TexSTAR	LGIP		0.1863				282,889.48	100.000	282,889.48	282,889.48	100.000	282,889.48	1	0.1863
Cemetery Fund	TexPool	LGIP		0.1863				50,000.00	100.000	50,000.00	50,000.00	100.000	50,000.00	1	0.1863
2013 TAN	TexSTAR	LGIP		0.1868				20,329.02	100.000	20,329.02	20,329.02	100.000	20,329.02	1	0.1868
Hotel Motel Fund	TexPool	LGIP		0.1863				74,019.91	100.000	74,019.91	74,019.91	100.000	74,019.91	1	0.1863
Special Investigation	TexSTAR	LGIP		0.1868				61,121.19	100.000	61,121.19	61,121.19	100.000	61,121.19	1	0.1868
Building Security	TexSTAR	LGIP		0.1868				65,630.46	100.000	65,630.46	65,630.46	100.000	65,630.46	1	0.1868
Court Technology	TexSTAR	LGIP		0.1868				0.50	100.000	0.50	0.50	100.000	0.50	1	0.1868
Donation Fund	TexSTAR	LGIP		0.1868				27,157.42	100.000	27,157.42	27,157.42	100.000	27,157.42	1	0.1868
2015 W&S CO	TexSTAR	LGIP		0.1868				8,912,496.45	100.000	8,912,496.45	8,912,496.45	100.000	8,912,496.45	1	0.1868
EMS	TexPool	LGIP		0.1863				91,343.74	100.000	91,343.74	91,343.74	100.000	91,343.74	1	0.1863
EMS	TexSTAR	LGIP		0.1868				19,101.54	100.000	19,101.54	19,101.54	100.000	19,101.54	1	0.1868
Shop	TexSTAR	LGIP		0.1868				114,094.43	100.000	114,094.43	114,094.43	100.000	114,094.43	1	0.1868
Veh.Replacement	TexPool	LGIP		0.1863				371,521.48	100.000	371,521.48	371,521.48	100.000	371,521.48	1	0.1863
Veh.Replacement	TexSTAR	LGIP		0.1868				295,336.88	100.000	295,336.88	295,336.88	100.000	295,336.88	1	0.1868
Seniors Fund	TexSTAR	LGIP		0.1868				11,315.62	100.000	11,315.62	11,315.62	100.000	11,315.62	1	0.1868
								23,263,193.14		23,263,193.14	23,261,901.39		23,261,884.14	14	0.1882

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023. The below signed hereby certifies that, to the best of his knowledge on the date this report was created, the City of Alvin is in compliance with the provisions of Government Code 2256 and the stated policies and strategies of the City of Alvin.

Junru Roland

Junru Roland
 Chief Financial Officer



AGENDA COMMENTARY

Meeting Date: 1/21/2016

Department: Economic Development **Contact:** Larry Buehler

Agenda Item: Consider Resolution No. 16-R-01 for the re-appointment of directors of the Kendall Lakes TIRZ Board and Authority Board odd numbered positions from December 31, 2015 to December 31, 2017; and consider appointment of board chair.

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

Summary: The Kendall Lakes Tax Increment Reinvestment Zone (TIRZ) was created in 2005 to assist in the development of Kendall Lakes, a residential, commercial, and industrial area on the north side of the City of Alvin. There is a tax increment that is used for providing the needed infrastructure for the site through the ability of using bond proceeds. The TIRZ Authority and Board have the responsibility to develop policies that ensure good quality development for this site. Positions #1 (Mike Pyburn), #5 (Andy Reyes), #7 (Ron Mercer), and #9 (Ricky Kubeczka) terms expire December 31, 2015. The TIRZ Board Position #3 is currently vacant and the city council member representing City of Alvin District A makes the recommendation to fill this position. The current Chair of both the Board and Authority is Mike Pyburn. Staff recommends the current directors be reappointed in their respective terms that would expire December 31, 2017, and to reappoint Mike Pyburn as the Chair of both the TIRZ and Authority Boards.

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

Account Number: _____ **Amount:** _____

Legal Review Required: N/A ___ Required X **Date Completed:** January 12, 2016

Supporting documents attached:

- Resolution No. 16-R-01
- List of board members and their terms.

Recommendation: Move to Approve Resolution No. 16-R-01 re-appointing positions #1 (Mike Pyburn), #3 (_____), #5 (Andy Reyes), #7 (Ron Mercer), and #9 (Ricky Kubeczka) to the Kendall Lake TIRZ Board and Authority who's terms will expire December 31, 2017, and to appoint Mike Pyburn as Chair of both the TIRZ and the Authority Board.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

RESOLUTION NO. 16-R-01

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, CONFIRMING AND RATIFYING THE APPOINTMENT OF MIKE PYBURN AS THE CHAIR THROUGH DECEMBER 31, 2016; AND MIKE PYBURN POSITION 1, VACANT POSITION 3, ANDY REYES POSITION 5, RON MERCER POSITION 7, AND RICKY KUBECZKA POSITION 9 OF THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER TWO, CITY OF ALVIN, TEXAS AND THE KENDALL LAKES TIRZ REDEVELOPMENT AUTHORITY BOARD FOR TERMS EXPIRING DECEMBER 31, 2017; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City Council adopted Ordinance No. 03-XXX designating a contiguous area within the City of Alvin as Reinvestment Zone Number Two, City of Alvin, Texas (“Zone No. 2”) under the provisions of Chapter 311 of the Texas Tax Code; and

WHEREAS, Ordinance 03-XXX created a Board of Directors for Zone No. 2 with twelve members, eight of such members, being positions One through Eight, to be nominated and appointed by City Council, and four of such members, being positions Nine through Twelve, to be nominated and appointed by other taxing units levying taxes in Zone No. 2, unless such taxing units have not appointed a director by January 15, 2005, which, in such case, the City Council shall be entitled to nominate and appoint members to positions Nine through Twelve; and

WHEREAS, the City Council hereby confirms and ratifies the duly qualified persons listed below for appointment to the respective positions and for the respective terms described below; and

WHEREAS, the City Council hereby confirms and ratifies the duly qualified person listed in Position One, Mike Pyburn, to serve as Chair of the Board of Directors for the duration listed below; **NOW, THEREFORE,**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALVIN:

Section 1. Findings

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

(b) It is hereby found and declared that all the nominees listed in Section 2 are either (i) qualified voters of the City or (ii) at least 18 years of age and own real property in Zone No. 2.

Section 2. Confirmation and Ratification of Appointment to Board of Directors

That the City Council does hereby confirm and ratify the appointment to the Board of Directors of Reinvestment Zone Number Two, City of Alvin, Texas, the duly qualified persons to the positions and terms as follows:

<u>Name and Address</u>	<u>Position</u>	<u>Term Expires</u>
Mike Pyburn/ Chair 3610 Skyranch Drive Alvin, Texas 77511	One	December 31, 2017
VACANT	Three	December 31, 2017
Andy Reyes 390 E. Adoue St. Alvin, Texas 77511	Five	December 31, 2017
Ron Mercer 1517 Highland Dr. Alvin, Texas 77511	Seven	December 31, 2017
Ricky Kubeczka P.O. Box 863 Alvin, Texas 77512-0863	Nine	December 31, 2017

Section 3. Appointment of Chair of the Board of Directors

That the City Council does hereby confirm and ratify the appointment of Mike Pyburn as the Chair of the Board of Directors of Zone No. 2, and shall serve in such position until December 31, 2016 or until a successor is appointed and qualified.

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

This Resolution shall be effective on the date of passage in accordance with the Alvin City Charter.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED on the ____ day of _____, 2016.

ATTEST:

CITY OF ALVIN, TEXAS

By: _____
Dixie Roberts, City Clerk

By: _____
Paul Horn, Mayor

Alvin TIRZ 2 / Kendall Lakes Redevelopment Authority

Board of Directors

as of December 31, 2015

Nominator	Director	Appointed	Term Expires
District E	POSITION # 7 (Term: 2 Year) Ron Mercer 1517 Highland Dr. Alvin, Texas 77511	12/15/2011	12/31/2015
At Large 2	POSITION # 8 (Term: 2 Year) Tom Stansel 2237 Abingdon Road Alvin, Texas 77511	12/15/2010	12/31/2016
	Secretary		
Developer	POSITION # 9 (Term: 2 Year) Ricky Kubeczka P.O. Box 863 Alvin, Texas 77512-0863	12/15/2011	12/31/2015



AGENDA COMMENTARY

Meeting Date: 1/21/2016

Department: Police

Contact: Chad Fontenot, Police Captain

Agenda Item: Consider Interlocal Agreement between the City of Alvin and the Cities of Dickinson, Santa Fe, Clear Lake Shores (Tri-Cities) for use of the *Alvin Animal Adoption Center*; and authorize Mayor to sign.

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

Summary: The Cities of Dickinson, Santa Fe and Clear Lake Shores operate a Tri-City Animal Control for their respective jurisdictions. The Tri-Cities approached City of Alvin staff requesting an interlocal agreement seeking to use the Alvin Animal Adoption Center (AAAC) as a back-up for their jurisdictions in the event of emergencies or overflows. In exchange for this service, the Tri-Cities have agreed to pay a fee of \$100 for every cat or dog accepted. The AAAC retains the right to refuse animals in the event the shelter is at capacity. The Tri-Cities further agreed to provide additional manpower for the AAAC if the Tri-City on-hand population of animals at the AAAC reaches levels where additional manpower for care is needed. All parties have the right to cancel the agreement with thirty days' notice.

At this time it is expected that the actual use of the agreement will be minimal as the AAAC is intended to merely be a back-up for the Tri-Cities' own animal control services. Staff recommends acceptance of the "Interlocal Cooperation Agreement between the City of Alvin, Texas and the Cities of Clear Lake Shores, Dickinson, and Santa Fe, Texas for use of Alvin Animal Adoption Center."

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

Account Number: _____ **Amount:** _____

Legal Review Required: N/A Required **Date Completed:** 01/05/2015

Supporting documents attached:

- Interlocal Cooperation Agreement Between City of Alvin, Texas and Cities of Clear Lake Shores, Dickinson, and Sante Fe, Texas for use of Alvin Animal Adoption Center

Recommendation: Move to approve an Interlocal Agreement between the City of Alvin and the Cities of Dickinson, Santa Fe, Clear Lake Shores (Tri-Cities) for use of the *Alvin Animal Adoption Center*.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
CITY OF ALVIN, TEXAS AND CITIES OF CLEAR LAKE SHORES, DICKINSON, AND
SANTA FE, TEXAS
FOR USE OF ALVIN ANIMAL ADOPTION CENTER**

STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

THIS AGREEMENT is made and entered into by and between the City of Alvin, Texas, a home-rule municipal corporation organized and existing under the laws of the State of Texas (hereinafter referred to as "Alvin"); the City of Clear Lake Shores, Texas, a general law municipal corporation organized and existing under the laws of the State of Texas (hereinafter referred to as "CLS"); the City of Dickinson, Texas, a home-rule municipal corporation organized and existing under the laws of the State of Texas (hereinafter referred to as "Dickinson"); and the City of Santa Fe, Texas, a home-rule municipal corporation organized and existing under the laws of the State of Texas (hereinafter referred to as "Santa Fe"). CLS, Dickinson, and Santa Fe are to be collectively hereinafter referred to as "Tri-Cities".

WHEREAS, Alvin owns and operates the Alvin Animal Adoption Center located at 550 West State Highway 6, Alvin, Texas, such facility being hereinafter referred to as the "Animal Shelter"; and

WHEREAS, the Tri-Cities desire that Alvin assist them as a backup facility in the shelter, maintenance, and disposition of certain animals impounded by Tri-Cities in the enforcement of their animal control regulations; and

WHEREAS, Alvin desires to assist the Tri-Cities in the shelter, maintenance, and disposition of animals impounded by the Tri-Cities; and

WHEREAS, the parties, in paying for the performance of governmental functions or in performing such governmental functions pursuant to the Interlocal Agreement shall make payments therefor only from current revenues legally available to such party; and

WHEREAS, said parties believe it is to their mutual benefit to enter into an agreement for the provision of such services; and

WHEREAS, said parties are authorized to enter into such an agreement under the authority of Chapter 791, Government Code, known as the Interlocal Cooperation Act.

NOW THEREFORE, in consideration of the premises and of the terms, provisions, and mutual promises herein contained, it is mutually agreed as follows:

I. PURPOSE

1.01 In accordance with and pursuant to the terms and conditions hereof, Alvin shall permit the Tri-Cities the right to use the Animal Shelter to house animals impounded by the Tri-Cities in the enforcement of their animal control regulations. For the purposes of this Agreement, "animal" shall mean a dog, cat or other small (not exceeding one hundred fifty [150] pounds) warm-blooded animal capable of contracting rabies.

II. CITY OF ALVIN'S OBLIGATIONS

2.01 Alvin shall:

(a) provide the Tri-Cities with space at the Animal Shelter for a maximum of twenty (20) dogs and fifteen (15) cats per month on an as-needed basis subject to available space as determined by Alvin;

(b) provide the Tri-Cities' authorized representatives with access to the Animal Shelter at all times of the day or night for delivery of impounded animals;

(c) submit to the Tri-Cities on a monthly basis an "Impoundment Receipt" for each animal received from any of the Tri-Cities;

(d) care for all seriously sick or injured animals as soon after arrival as possible;

(e) give food, water and other reasonable care needed for all animals impounded;

(f) maintain proper pen facilities and care for animals brought in by the Tri-Cities' authorized representatives for a minimum of ninety-six (96) hours, except as otherwise provided herein;

(g) hold all animals that have an ID or Microchip brought in by the Tri-Cities' authorized representatives for a minimum of ten (10) business days in order to allow the Tri-Cities' authorized representatives to locate and contact the owner;

(h) maintain Certified Quarantine Cages for animals suspected of having rabies and hold such animals for the time specified by the Brazoria County Health District;

(i) have the right to determine when an animal is to be euthanized. All euthanizations shall be conducted by humane methods and in accordance with guidelines of the State Health District Director;

(j) have the right to refuse delivery of animals for impoundment by the Tri-Cities' authorized representatives in the event that Alvin determines that it does not have sufficient space available at the Animal Shelter for such animals;

(k) have the right to collect fees, as provided for in the City of Alvin Code of Ordinances from the owner of an animal reclaiming same;

(l) will invoice the Tri-Cities through the City of Dickinson on a monthly basis with net 30 terms for impounded animals delivered to the Animal Shelter;

(m) shall keep records and statistics of all facilities used at the Animal Shelter. These records shall be submitted monthly as backup to the monthly invoice;

(n) agrees that authorized representatives of the Tri-Cities may inspect the Animal Shelter during regular business hours to determine disposition and status of animals impounded by the Tri-Cities; and

(o) understands and agrees that this Agreement does not include animal control functions or enforcement for the Tri-Cities.

2.02 In cases where an animal is suspected of rabies, Alvin shall hold the rabies suspect in a Certified Quarantine Cage for a period of ten (10) days, or euthanize the rabies suspect, based on the condition of the animal, and submit the remains to the Health Department for examination. When a rabies suspect succumbs during the ten (10) day quarantine period, Alvin shall immediately notify the Health Department of such death and cause the remains to be refrigerated until it can be submitted to the State Health Department Laboratory for laboratory examination for rabies. If after the ten (10) day quarantine period the animal is examined by a licensed veterinarian or certified Animal Control Officer and declared not to have rabies, the animal shall be handled as any other animal not suspected of rabies. Any costs incurred for required veterinary services shall be borne by Alvin.

III. TRI-CITIES' OBLIGATIONS

3.01 All deliveries of stray or unwanted animals to the Animal Shelter shall be permitted through the Tri-Cities' authorized representatives. It is understood that all transportation of impounded animals to the Animal Shelter shall be the responsibility of the Tri-Cities.

3.02 The Tri-Cities shall undertake a 3-day intake process for and vaccinate any animal that will be impounded at the Animal Shelter prior to transporting such animals to the Animal Shelter.

3.03 In the event that the Tri-Cities need to transport an animal to the Animal Shelter directly from the street (hereinafter referred to as a "raw intake"), the Tri-Cities shall be limited to no more than 2 such raw intakes per each day during the term of this Agreement.

3.04 The Tri-Cities shall provide Alvin with documentation for each animal delivered to the Animal Shelter, including the name of the owner, if known, the approximate time and location where the animal was picked up, the dates on which the animal went through the intake process, vaccinations given to the animal, and other pertinent information such as needs for medical care or special attention.

3.05 The Tri-Cities authorized representatives shall coordinate with a designated representative from the Alvin Police Department for after-hours delivery of animals to the Animal Shelter.

3.06 As consideration for the services provided herein, the Tri-Cities agree to pay Alvin a fee of \$100.00 per animal delivered to the Animal Shelter.

3.07 As additional consideration and upon request from Alvin, the Tri-Cities shall provide staff to assist Alvin with providing services to animals impounded by the Tri-Cities at the Animal Shelter.

3.08 The Tri-Cities shall allow Alvin to keep all fees for care permitted by the Codes of Ordinances of each of the Tri-Cities that are collected from owners pursuant to Section 2.01(k) above. Such payments shall be recorded and shall be considered additional consideration to the City of Alvin for services rendered to the Tri-Cities.

3.09 The Tri-Cities understand and agree that this Agreement does not include animal control functions or enforcement by Alvin on behalf of the Tri-Cities.

IV. Limitations

4.01 Alvin reserves the right to refuse to accept for processing or quarantine any impounded animal, pursuant to this Agreement, when in its judgment it is unable to perform hereunder due to temporary overcrowding of the Animal Shelter.

V. Term; Cancellation

5.01 This Agreement shall be in full force and effect for a period of one (1) year from the date of its execution and will automatically be extended for additional one (1) year terms; provided, however, that any party to this Agreement shall have the right to cancellation of this Agreement by giving written notice to the other party not less than thirty (30) days prior to the effective date of said cancellation. Notice under this article shall be provided to:

For Alvin: City Manager
 City of Alvin
 16 West Sealy Street
 Alvin, Texas 77511

For CLS: City Administrator
 City of Clear Lake Shores
 1006 S. Shore Drive
 Clear Lake Shores, Texas 77565

For Dickinson: City Administrator
 City of Dickinson
 4403 Highway 3
 Dickinson, Texas 77539

For Santa Fe: City Manager
 City of Santa Fe
 12002 State Hwy. 6
 Santa Fe, Texas 77510

VI. GENERAL TERMS

6.01 Solutions to problems encountered shall follow each respective City's chain of command.

6.02 To the extent allowed by law, the Tri-Cities agree to hold Alvin harmless from and against any and all claims or suits brought or made for or on account of any injuries or damages received or sustained by any person, persons, or property arising out of, or occasioned by, the acts or omissions of any of the Tri-Cities individually or their officers or employees relating to the Tri-Cities' use of the Animal Shelter pursuant to this Agreement.

6.03 All expenditures herein shall be made from current revenues.

6.04 Entire Agreement. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by the parties hereto.

6.05 Authority to Execute. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

6.06 Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and venue for all purposes hereunder shall be in Brazoria County, Texas.

6.07 Severability. If any provisions hereof are determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be fully severable here from and this Agreement shall be construed and enforced as if such invalid, illegal, or unenforceable provision never comprised a part hereof; and the remaining provisions shall continue in full force and effect.

6.08 Waiver. This Agreement is not intended to extend the liability of the parties beyond that provided by law. None of the parties hereto waives any immunity or defense that would otherwise be available to it against claims by third parties.

6.09 Default. In addition to any and all other rights a party may have available according to law or this Agreement, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing ten (10) days written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have ten (10) days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the termination of this Agreement.

6.10 Force Majeure. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable

efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such cause are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted or caused by such party or its employees, officers, agents or affiliates.

EXECUTED on this the ____ day of _____, 2016, by City of Alvin.

City of Alvin, Texas

By: _____
Paul Horn, Mayor

ATTEST:

Dixie Roberts, City Clerk

EXECUTED on this the ____ day of _____, 2016, by City of Clear Lake Shores.

City of Clear Lake Shores, Texas

By: _____
Vern Johnson, Mayor

ATTEST:

Christy Stroup, City Secretary

EXECUTED on this the ____ day of _____, 2016, by City of Dickinson.

City of Dickinson, Texas

By: _____
Julie Masters, Mayor

ATTEST:

Carolyn Anderson, City Secretary



EXECUTED on this the ____ day of _____, 2016, by City of Santa Fe.

City of Santa Fe, Texas

By: _____
Jeff Tambrella, Mayor

ATTEST:

Janet Davis, City Secretary