

NOTICE OF PUBLIC MEETING

BE IT KNOWN that the **City Council** of the **City of Alvin** will meet in **Regular Session** on **Thursday, June 4, 2015 at 7:00 P.M.** in the **Council Chambers** located on the 2nd floor of Alvin City Hall, 216 West Sealy Street, Alvin, Texas, with the following agenda:

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. SPECIAL PRESENTATIONS

- A. Mayor to present proclamation declaring June, 2015 as Sight Conservation Month.
- B. Great Alvin Clean-up presentation - Keep Alvin Beautiful.
- C. Presentation of new crime reduction program, "Lock It!" - Robert Lee, Police Chief.

5. APPROVAL OF MINUTES

- A. Approve minutes of the May 18, 2015 City Council special meeting.
- B. Approve minutes of the May 21, 2015 City Council regular meeting.

6. PETITIONS OR REQUESTS FROM THE PUBLIC

Speakers may be limited to 2, 3 or 5 minutes according to Section 2-24 of the Code of Ordinances, City of Alvin, Texas. State law prohibits the Mayor and members of the City Council from commenting on any statement or engaging in dialogue without an appropriate agenda item being posted in accordance with the Texas Open Meetings Law. Comments should be directed to the entire council, not individual members. Engaging in verbal attacks or comments intended to insult, abuse, malign or slander any individual shall be cause for termination of time privileges and expulsion from Council Chambers.

7. REPORTS FROM CITIZENS BOARDS, COMMISSIONS, AND COMMITTEES

8. PUBLIC HEARING - NONE

9. CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION:

All items listed under the Consent Agenda are considered to be routine, and require little or no deliberation by City Council. These items will be enacted/approved by one motion unless a Council member requests separate action on an item, in which event the item will be removed from the Consent Agenda and considered by separate action. Approval of the Consent Agenda enacts the items of legislation and authorizes implementation of other items.

- A. Consider Ordinance 15-J; an ordinance providing for a fee to defray costs of collecting delinquent fines, fees, court costs, and other debts pursuant to Article 103.0031 of the Texas Code of Criminal Procedure; second reading.

10. MATTERS REMOVED FROM CONSENT AGENDA

11. OTHER BUSINESS:

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

- A. Receive and acknowledge the monthly financial report for April, 2015.
- B. Consider a contract with Perdue, Brandon, Fielder, Collins and Mott, LLP for the collection of the municipal court's delinquent fines, fees, court costs, and other debts; and authorize the Mayor to sign.
- C. Consider a variance request from Ronnie Moore, Owner of Moore Transmission, to waive the plant height requirement of Section 35-32 (2) of the Code of Ordinances, for his new building located at 3357 E. Highway 6.
- D. Consider a variance request from Jeff Minkoff, Owner of Manchester Homes, to waive the building setback requirement of Section 21-37 (a) of the Code of Ordinances, for the previously platted corner lot located at 716 S. Second within the Free Addition.
- E. Consider amending the 2009-2010 Fire Protection & EMS Services Agreement between the City of Alvin and the City of Hillcrest Village.
- F. Consider awarding a contract through H-GAC to Aqua Metric for the installation of an AMI water meter system in an amount not to exceed \$2,325,834.58; and authorize the Mayor to sign upon legal review.
- G. Consider awarding a bid to Angel Brothers Enterprises for the 2015 Asphalt Pavement Project in an amount not to exceed \$1,648,653.00.
- H. Consider purchase of Backup/Recovery Appliance hardware and software for Disaster Recovery purposes from PC Care, in an amount not to exceed \$33,250.00.
- I. Consider moving the July 2, 2015 meeting to July 9, 2015; and the July 16, 2015 meeting to July 23, 2015; because of the July 4th holiday.

12. REPORTS FROM CITY MANAGER

- A. Review preliminary list of items for the Council meeting of June 18, 2015.
- B. Items of Community Interest.

13. REPORTS FROM COUNCIL MEMBERS

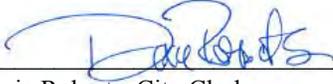
Pursuant to S.B. No. 1182, City Council Members may make a report or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

- A. Announcements and requests from Council members.

14. ADJOURNMENT

I hereby certify that this Public Notice was placed on the Official Bulletin Board at City Hall on Thursday, May 28, 2015 at 6:00 p.m.





Dixie Roberts, City Clerk

I hereby certify that this Public Notice was removed from the Official Bulletin Board at City Hall on this the _____ day of _____ 2015, at _____ a. /p.m.

Dixie Roberts, City Clerk

**** 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).**

If you plan to attend this meeting and you have a disability that requires special arrangements at the meeting, please contact the City Clerk at 281-388-4255 or droberts@cityhall.cityofalvin.com. Requests for special services must be received 48 hours prior to the meeting time. Reasonable accommodations will be made to assist your needs. City Hall is wheel chair accessible and a sloped curb entry is available at the East and West Entrances to the City Hall.



AGENDA COMMENTARY

Discussion Date: 06/04/2018

Approval Date:

Submitted By: Chief Robert E Lee

SUBJECT:

Presentation of new crime reduction program "Lock It!"

DISCUSSION:

In the last 18 months in the City of Alvin there were 131 burglary of motor vehicle offenses. In 101 of those cases the vehicle was left unlocked. In order to reduce the number of burglaries of motor vehicles and to reduce the opportunity for this type of crime to occur the Alvin Police Department, with the assistance of the Alvin Street Department is starting program Lock It! Signs advising the public to Hide Valuables, Secure Vehicle, Remove Keys will be deployed in business and residential areas. These signs will hopefully serve two purposes, 1) remind the average citizen to take these 3 easy steps to help reduce the likelihood of them becoming a victim, and 2) let criminals know that this business or neighborhood has taken steps to prevent their having a crime of opportunity. HOA's, Community Watch Groups, businesses, and citizens are encouraged to contact the Police Department at 281.585.7124 to find out how to get a sign placed at their location or in their neighborhood.

RECOMMENDATION:

No action to be taken

ATTACHMENTS:

- | | |
|-------------------|----|
| 1. Lock It! photo | 4. |
| 2. | 5. |
| 3. | 6. |

Submitted by:
Robert E Lee
Department Head

Digitally signed by Robert E Lee
DN: cn=Robert E Lee, o=City of Alvin, ou=Police Department, email=rlee@cityofalvin.com, c=US
Date: 2015.05.27 09:15:47 -0500

Funds Available:
Finance Director

Approved as to Form:
City Attorney

Approved By:
Junru Roland
City Manager

Digitally signed by Junru Roland
DN: cn=Junru Roland, email=jroland@cityofalvin.com, o=City of Alvin, ou=Finance Department, c=US
Date: 2015.05.28 15:14:22 -0500



A Reminder From
Alvin
Police Department

**H I D E
V A L U A B L E S**

**S E C U R E
V E H I C L E**

**R E M O V E
K E Y S**

IF YOU SEE SUSPICIOUS ACTIVITY, CALL 911



Office of the Mayor, City of Alvin, Texas

Proclamation

WHEREAS, the mission of the Sight Preservation, Awareness and Action program is to provide programs and assistance to aid people who have partial or complete loss of sight, and to work to eliminate preventable and reversible blindness.

WHEREAS, June 30, 2015 marks the 90th anniversary when Helen Keller addressed the Lions Club International at its convention in Cedar Point, Ohio; and

WHEREAS, seeking financial support for the American Foundation for the Blind, Keller's speech became the match that ignited the Lions' mission for the blind.

WHEREAS, through the years, Lions have pioneered blindness-related ventures and have raised funds for brailing and sound recording books, schooling for blind students, summer camps and have underwritten vocational training.

NOW, THEREFORE, I, Paul A. Horn, Mayor of the City of Alvin, Texas and on behalf of the City Council, do hereby proclaim **June, 2015** as **Sight Conservation Awareness month** in the City of Alvin and urge each and every citizen to join efforts with the Alvin Noon Lions Club by reaching out to those in our community who may need assistance with eye care or glasses.

WITNESS my hand and seal the 4th day of June, 2015.

Paul A. Horn, Mayor

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL SPECIAL SESSION
THURSDAY MAY 18, 2015
5:30 P.M.

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Special Workshop Session at 5:30 P.M. in the Council Chambers at City Hall, with the following members present: Mayor Paul A. Horn, Mayor Pro-tem Terry Droege, Council members: Gabe Adame, Adam Arendell, Brad Richards, and Keith Thompson.

Staff members present: Bobbi Kacz, City Attorney; and Dixie Roberts, City Clerk.

INVOCATION

Mayor Horn led the invocation.

PLEDGE OF ALLEGIANCE

Council member Adame led the Pledge of Allegiance to the American Flag and the pledge to the Texas Flag.

Consider Resolution 15-R-13; a Resolution by the City Council of the City of Alvin, Texas canvassing the returns and declaring the results of the General Election held on May 9, 2015, for the purpose of electing (3) council members; and providing for other related matters.

Ms. Roberts, City Clerk read the election results aloud.

Council Member District B				
	Absentee Voting	Early Voting	Election Day Voting	Total
Adam Arendell	0	21	5	26

Council Member District C				
	Absentee Voting	Early Voting	Election Day Voting	Total
Keith Thompson	2	34	6	42

Council Member At Large Position 1				
	Absentee Voting	Early Voting	Election Day Voting	Total
Russell G. Thatcher	1	33	6	40
Brad Richards	8	217	42	267

Council member Droege moved to approve Resolution 15-R-13; a Resolution by the City Council of the City of Alvin, Texas canvassing the returns and declaring the results of the General Election held on May 9, 2015, for the purpose of electing (3) council members; and providing for other

related matters. Seconded by Council member Adame; motion to adjourn carried on a vote of 5 Ayes.

ADJOURNMENT

Council member Adame moved to adjourn the meeting at 5:34 p.m. Seconded by Council member Thompson; motion to adjourn carried on a vote of 5 Ayes.

PASSED and APPROVED this _____ day of _____, 2015.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Clerk

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY MAY 21, 2015
7:00 P.M.

CALL TO ORDER

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

Staff members present: Junru Roland, Interim City Manager; Bobbi Kacz, City Attorney; Dixie Roberts, City Clerk; Robert Lee, Police Chief; Brian Smith, Public Services Director; Dan Kelinske, Parks & Recreation Director, Larry Buehler, Economic Development Director.

INVOCATION

Charles Smith, Police Department Chaplain gave the invocation.

PLEDGE OF ALLEGIANCE

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

Council member Reed led the Pledge to the Texas Flag.

SPECIAL PRESENTATION

Municipal Court Judge Donna Starkey administered the Oath of Office to Council member District B, Adam Arendell; Council member District C, Keith Thompson; and Council member At Large Position 1, Brad Richards.

APPROVAL OF MINUTES

Approve minutes of the May 7, 2015 City Council workshop session.

Council member Adame moved to approve the minutes of the May 7, 2015 City Council workshop session. Seconded by Council member Richards; motion to approve carried on a vote of 7Ayes.

Approve minutes of the May 7, 2015 City Council regular meeting.

Council member Droege moved to approve the minutes of the May 7, 2015 City Council meeting. Seconded by Council member Stuksa; motion to approve carried on a vote of 7Ayes.

PETITIONS OR REQUESTS FROM THE PUBLIC

There were no petitions or requests from the public.

Crossing on avenue E is an evacuation route.

REPORTS FROM CITIZENS BOARDS, COMMISSIONS, AND COMMITTEES

No reports were given.

PUBLIC HEARINGS

There were no public hearings.

CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION

Consider authorizing Municipal Judge Starkey and Associate Judge Pannell to attend the Texas Municipal Courts Association meeting and educational training to be held in Corpus Christi, Texas on August 2-4, 2015.

The City's travel policy requires City Council approval for Municipal Judges. Municipal Judges are requesting to attend educational conference seminar sponsored by the Texas Municipal Courts Association (TMCA). Because the TMCA conference includes courses related to court security, the travel/training costs will be paid from funds budgeted in the Court Security Fund.

Consider out of state travel for Captain Arendell and Lieutenant Darnell to 1) Fort Polk, Louisiana and 2) Fort Riley, Kansas to receive de-militarized federal surplus items for use during critical incidents; these items include an all-terrain fork lift, a 5-ton truck, and a mobile field kitchen.

The Department has been approved to take possession and delivery of several large items presently stored at two separate out-of-state military installations. All of the items would greatly enhance the City's ability to operate during critical incidents especially tropical events which could conceivably damage infrastructure and might leave our staff without crucial, but basic needs. We have been awarded an off-road forklift, five-ton truck and a mobile field kitchen. The truck and field kitchen are in Fort Riley, Kansas. The forklift is in Fort Polk, Louisiana. The officers are tentatively scheduled to travel to Fort Riley, Kansas with Alvin Community College Police Chief H.K. Hamrick, on May 20. Chief Hamrick has agreed to cover the cost of transportation to Fort Riley as well as the first night of lodging. The officers will need per diem (for three days), one nights lodging on the return trip, and the fuel for the new truck. The cost to the city will be marginal, but we will receive equipment valued in excess of \$175,000.00. The fork lift will need to be transported from Fort Polk, Louisiana, but a travel date has not been established yet. The officers may need to leave on short notice. The fork lift will be beneficial to the City workforce as a whole and will greatly assist the Police Department during storm mitigation efforts. The forklift can also be used at all City of Alvin facilities as it does not have to be operated on a warehouse like floor. The truck will be useful during high-water rescue and is equipped to tow the mobile field kitchen. The mobile field kitchen is a self-contained, approximately 16 foot long trailer and is capable of preparing and serving 1,000 meals in the field, three times a day. During critical incidents like hurricanes we do not have the means to feed the city's workforce who must remain behind to ensure our continuity of operations.

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

OTHER BUSINESS

Consider Mayor's appointment of Mayor Pro-tem.

Mayor Horn presented Council member Droege with a plaque of appreciation for his service as Mayor Pro-tem.

Mayor Horn's selected Council member Arendell to serve as Mayor Pro-tem.

Council member Reed moved to appoint Council member Droege to serve as Mayor Pro-tem. Seconded by Council member Thompson motion to approve carried on a vote of 7 Ayes.

Consider Ordinance 15-J; an ordinance providing for a fee to defray costs of collecting delinquent fines, fees, court costs, and other debts pursuant to Article 103.0031 of the Texas Code of Criminal Procedure; first reading.

Perdue Brandon Fielder Collins and Mott, LLP is a law firm focused on government collection matters. To date, they represent more than 2,000 governmental entities - school districts, cities, counties, hospital districts, appraisal districts, special districts, and municipal courts. Staff is recommending that council approve the services of Perdue, Brandon, Fielder, Collins, & Mott L.L.P to provide collection services for the municipal court. There is no cost to the city; a 30% additional fee will be imposed and the city will pay (or remit) 30% of what the firm collects.

Mark Darlow with Purdue Brandon Fielder Collins and Mott, LLP gave a brief presentation before Council. A brief discussion was had.

Council member Arendell moved to approve Ordinance 15-J; an ordinance providing for a fee to defray costs of collecting delinquent fines, fees, court costs, and other debts pursuant to Article 103.0031 of the Texas Code of Criminal Procedure on first reading. Seconded by Council member Stuksa; motion to approve carried on a vote of 7 Ayes.

Consider Resolution 15-R-12; a resolution by the City Council of Alvin, Texas accepting the donation of a Light Medium Tactical Vehicle (L-MTV) with an original value of \$230,363.00 from the Department of Defense to the Alvin Police Department for use as a mobile command/communications vehicle and to aid in high water rescues.

With the drawdown of US forces in the Middle East, there are many military vehicles that have been deemed surplus by the Department of Defense. Many of these vehicles, after all sensitive equipment has been removed, are made available to civilian law enforcement agencies through the 1033 Program administered by the Defense Logistics Agency (DLA) and the State of Texas. The Alvin Police Department requested and was awarded a Light Medium Tactical Vehicle (LMTV) with a Shop/Van Configuration. This vehicle, valued at \$230,363.00 by the DLA, was awarded to APD at no charge. This vehicle will be able to serve as a high water rescue and a mobile command/communications vehicle.

Council member Reed moved to approve Resolution 15-R-12; a resolution by the City Council of Alvin, Texas accepting the donation of a Light Medium Tactical Vehicle (L-MTV) with an original value of \$230,363 from the Department of Defense to the Alvin Police Department for use as a mobile command/communications vehicle and to aid in high water rescues. Seconded by Council member Arendell; motion to approve carried on a vote of 7 Ayes.

Consider awarding bid to CRP Services & Supplies as the primary vendor and to HD Supply Waterworks as a secondary vendor to purchase water & sewer parts and fittings for an estimated amount of \$100,000.00 for (1) year with an option to an additional year with same price and conditions.

On April 28, 2015 bids were opened and CPR Services was the lowest bidder. In previous years, parts and supplies were not in stock and had to be ordered from another vendor on an emergency basis. Water and sewer pipes, parts and fittings are used for water and sanitary sewer lines for the City's infrastructure. Funds will come from account 211-6001-00-2500 Water Main Repairs, 211-6002-00-2500 Sewer Main Repairs, 211-6001-00-2475 Water Meter Parts, and 211-0000-00-0143 Water Meter Inventory. Estimated annual cost of supplies \$100,000.00. Upon Council approval, an award letter will be sent to vendors and city departments.

Council member Arendell moved to approve bid award to CRP Services & Supplies as the primary vendor and to HD Supply Waterworks as a secondary vendor to purchase water & sewer parts and fittings for an estimated amount of \$100,000.00 for (1) year with an option to an additional year with same price and conditions. Seconded by Council member Richards; motion to approve carried on a vote of 7 Ayes.

Consider awarding bid to South Houston Concrete to purchase reinforced concrete pipe for an estimated amount of \$35,000.00 for (1) year with an option to an additional year with same price and conditions.

On April 28, 2015 bids were opened and South Houston Crete was the only bidder. Reinforced concrete pipe is used for setting culverts and storm sewers. Fund will come from account 312-5501-00-2375 Street & Bridge Supplies. Estimated annual cost of supplies is \$35,000.00. Upon Council approval, an award letter will be sent to vendors and city departments.

Council member Thompson moved to award bid to South Houston Concrete to purchase reinforced concrete pipe for an estimated amount of \$35,000 for (1) year with an option to an additional year with

same price and conditions.. Seconded by Council member Reed; motion to approve carried on a vote of 7 Ayes.

Consider the purchase of seven (7) Ramco Rugged Portable Tablets and associated hardware for \$36,533.00 for police vehicles.

After extensive field testing the Police Department has chosen the Ramco Portable Tablet system to replace seven (7) outdated, out of warranty and non-CJIS (Criminal Justice Information System) compliant toughbook computers in seven (7) marked Police Units. The computers to be replaced cannot be upgraded to meet even minimum CJIS compliant standards and must be replaced in order to meet federal mandates. This tablet system is the next generation of mobile computing for law enforcement and is compatible in price with other systems specifically designed for law enforcement use. The funding for this purchase will come from funds budgeted in the computer replacement fund. The quoted price is still valid.

Council member Reed moved to approve the purchase of seven (7) Ramco Rugged Portable Tablets and associated hardware for \$36,533.00 for police vehicles. Seconded by Council member Thompson; motion to approve carried on a vote of 7 Ayes.

Consider resale of trust property located at 704 W. Willis St., described as Alvin No 1, Block 6, Lot 2-S/84'Lot 9; (.2399 acres); Tax Account 1235-0031-000, to Jigar Sandesara, for the sum of \$9,100.00.

This property was subject to a sheriff's sale because of the taxes owed against it. The sheriff's deed was filed on 12/21/12. Jigar Sandesara is now offering to purchase the parcel for \$9,100.00. If this offer is approved the amount received will be distributed to all taxing entities on a pro-rated share of what is owed. All affected governing bodies must approve this offer since it is for less than the total amount due.

Council member Stuksa moved to approve the resale of trust property located at 704 W. Willis St., described as Alvin No 1, Block 6, Lot 2-S/84'Lot 9; (.2399 acres); Tax Account 1235-0031-000, to Jigar Sandesara, for the sum of \$9,100.00. Seconded by Council member Adame; motion to approve carried on a vote of 7 Ayes.

REPORTS FROM CITY MANAGER

Review preliminary list of items for the Council meeting of June 4, 2015.

Ms. Roberts reviewed the preliminary list for the June 4, 2015 City Council meeting.

Announcements/Items of Community Interest

Ms. Roberts reviewed the following items of community interest: the Bob Owen city pool opens to the public on Saturday, May 23rd at 12:30 p.m.; no trash or recycling pickup on Monday May 25th in observance of Memorial Day, all pickup days will be shifted by one day, regular service resumes Monday, June 1st.

REPORTS FROM COUNCILMEMBERS

Pursuant to S.B. No. 1182, City Councilmembers 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.

Council member Thompson wished everyone a safe Memorial Day weekend.

Council member Reed asked everyone to take a moment this weekend to honor those who lost their life in service to our country.

Council member Arendell thanked all those who supported him during the election. He also stated that wanted to clarify a few things that were printed incorrectly in the newspaper. He stated that the city agreed to pay for Ms. Breland's (new city manager) moving expenses up to \$10,000.00; and \$1,500.00 temporary housing compensation temporarily for 6 months.

Council member Richards thanked everyone for their support and votes during the election.

Council member Droege asked that Council receive copies of the Planning Commission minutes.

Council member Adame congratulated returning council members and wished everyone a happy Memorial Day weekend.

Council member Stuksa wished everyone a safe weekend.

Mayor Horn recognized Council member Adame as being named as an outstanding leader under 40 in Brazoria County. Mayor Horn also asked that Council member Droege and Council member Reed attend an economic development meeting with Mr. Buehler regarding a small project in the works.

EXECUTIVE SESSION

Section 551.074 of the Government Code: Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing.

1. Discuss the evaluation of city attorney.

Mayor Horn convened to executive session at 7:29 p.m.

RECONVENE TO OPEN SESSION

Mayor Horn reconvened to executive session at 8:03 p.m.

ACTION ITEM

Consider city attorney employment agreement

Council member Droege moved to approve the contract of the city attorney as written and authorize the Mayor to sign. Seconded by Council member Adame; motion to approve carried on a vote of 7 Ayes.

ADJOURNMENT

Council member Adame moved to adjourn the meeting at 8:05 p.m. Seconded by Council member Droege; motion to adjourn carried on a vote of 7 Ayes.

PASSED and APPROVED this _____ day of _____, 2015.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Clerk



AGENDA COMMENTARY

Discussion Date:

Approval Date: June 4, 2015

Submitted By: Sonya Cates

SUBJECT:

Consider Ordinance 15-J; an ordinance providing for a fee to defray costs of collecting delinquent fines, fees, court costs, and other debts pursuant to Article 103.0031 of the Texas Code of Criminal Procedure; second reading.

DISCUSSION:

Perdue Brandon Fielder Collins and Mott, LLP is a law firm focused on government collection matters. To date, they represent more than 2,000 governmental entities - school districts, cities, counties, hospital districts, appraisal districts, special districts, and municipal courts.

Staff is recommending that council approve the services of Perdue, Brandon, Fielder, Collins, & Mott L.L.P. to provide collection services for the municipal court. There is no cost to the city; a 30% additional fee will be imposed and the city will pay (or remit) 30% of what the firm collects.

RECOMMENDATION:

Move to approve Ordinance 15-J imposing an additional fee for past due debts for municipal court.

ATTACHMENTS:

- | | |
|-------------------|----|
| 1. Ordinance 15-J | 4. |
| 2. | 5. |
| 3. | 6. |

Submitted by:

Junru
Roland
Department Head

Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com,
o=City of Alvin, ou=Finance
Department, c=US
Date: 2015.05.13 11:58:34
-05'00'

Funds Available:

Junru
Roland
Finance Director

Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com, o=City
of Alvin, ou=Finance Department,
c=US
Date: 2015.05.13 15:56:57 -05'00'

Approved as to Form:

Bobbi J
Kacz
City Attorney

Digitally signed by Bobbi J Kacz
DN: cn=Bobbi J Kacz, o=City of
Alvin, ou=Legal Department,
email=bkacz@cityofalvin.com, c=US
Date: 2015.05.13 14:03:53 -05'00'

Approved By:

Junru
Roland
City Manager

Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com,
o=City of Alvin, ou=Finance
Department, c=US
Date: 2015.05.13 15:57:02 -05'00'

ORDINANCE NO. 15-J

AN ORDINANCE PROVIDING FOR A FEE TO DEFRAY COSTS OF COLLECTING DELINQUENT FINES, FEES, COURT COSTS, AND OTHER DEBTS PURSUANT TO ARTICLE 103.0031 OF THE TEXAS CODE OF CRIMINAL PROCEDURE

WHEREAS, Article 103.0031 of the Texas Code of Criminal Procedure authorizes the City of Alvin to contract with a private attorney for the collection of debts and accounts receivables and to impose an additional fee in the amount of thirty percent on each debt or account receivable that is more than sixty days past due and which has been referred to an attorney for collection; and

WHEREAS, the City of Alvin as determined that it is in the public interest to ensure the prompt payment of delinquent court-imposed fines, fees, court costs, and other debts as provided by said statute; and

WHEREAS, the City of Alvin, pursuant to Article 103.0031, Texas Code of Criminal Procedure, has entered into a contract with a private firm, Perdue, Brandon, Fielder, Collins & Mott L.L.P. (Perdue), to provide services for the collection of debts and accounts receivables, i.e.: unpaid fines, fees, court costs, restitution, and other debts ordered to be paid by a court serving the City of Alvin; and

WHEREAS, the City of Alvin deems it in the public interest to pass this ordinance authorizing an additional collection fee for the collection of delinquent fines, fees, court costs, and other debts;

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

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

Section 2. Collection Fee. In accordance with Article 103.0031 of the Texas Code of Criminal Procedure, there is hereby imposed an additional fee of thirty percent (30%) on all debts and accounts receivable, i.e.: fines, fees, court costs, restitution, and other debts that are more than sixty (60) days past due and have been referred to a private firm (Perdue) for collection.

Section 3. Effective Date. This ordinance shall be effective from and after its date of passage.

Section 4. Authorization. The City of Alvin is hereby authorized to enter into a contract with the Perdue Firm to provide services for the collection of fines, fees, court costs, and other debts substantially in the form of the attached contract which is made a part of this ordinance for all purposes.

Section 5. Severability. If any provision of this ordinance is found to be invalid for any reason by a court of competent jurisdiction, the validity of the remaining provisions shall not be affected.

Section 6. Open Meetings. It is hereby found and determined that the meetings at which this ordinance is considered are open to the public and that notice of the time, place and purpose thereof was given in accordance with the provisions of the Texas Government Code – Chapter 551, as amended, and that a quorum of the City Council was present.

PASSED AND APPROVED on first reading this 21 day of May, 2015.

PASSED AND APPROVED on second and final reading this 4 day of June, 2015.

ATTEST:

CITY OF ALVIN, TEXAS

By: _____
Dixie Roberts, City Clerk

By: _____
Paul A. Horn, Mayor



AGENDA COMMENTARY

Discussion Date: 06/04/2015

Approval Date: 06/04/2015

Submitted By: J. Roland

SUBJECT:

Receive and acknowledge the monthly financial report for April, 2015.

DISCUSSION:

A monthly report has been prepared and submitted to the Council for review.

RECOMMENDATION:

Move to acknowledge receipt of the April, 2015 Financial Report.

ATTACHMENTS:

- | | |
|---------------------------------------|----|
| 1. Presentation | 4. |
| 2. Financial Information; Major Funds | 5. |
| 3. | 6. |

Submitted by:

Junru
Roland
Department Head

Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com,
o=City of Alvin, ou=Finance
Department, c=US
Date: 2015.05.28 13:29:08
-05'00'

Funds Available:

Junru
Roland
Finance Director

Digitally signed by Junru Roland
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email=jroland@cityofalvin.com, o=City
of Alvin, ou=Finance Department,
c=US
Date: 2015.05.28 13:29:18 -05'00'

Approved as to Form:

Bobbi J
Kacz
City Attorney

Digitally signed by Bobbi J Kacz
DN: cn=Bobbi J Kacz, o=City of
Alvin, ou=Legal Department,
email=bkacz@cityofalvin.com, c=US
Date: 2015.05.21 13:33:29 -05'00'

Approved By:

Junru
Roland
City Manager

Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com,
o=City of Alvin, ou=Finance
Department, c=US
Date: 2015.05.28 13:29:25 -05'00'

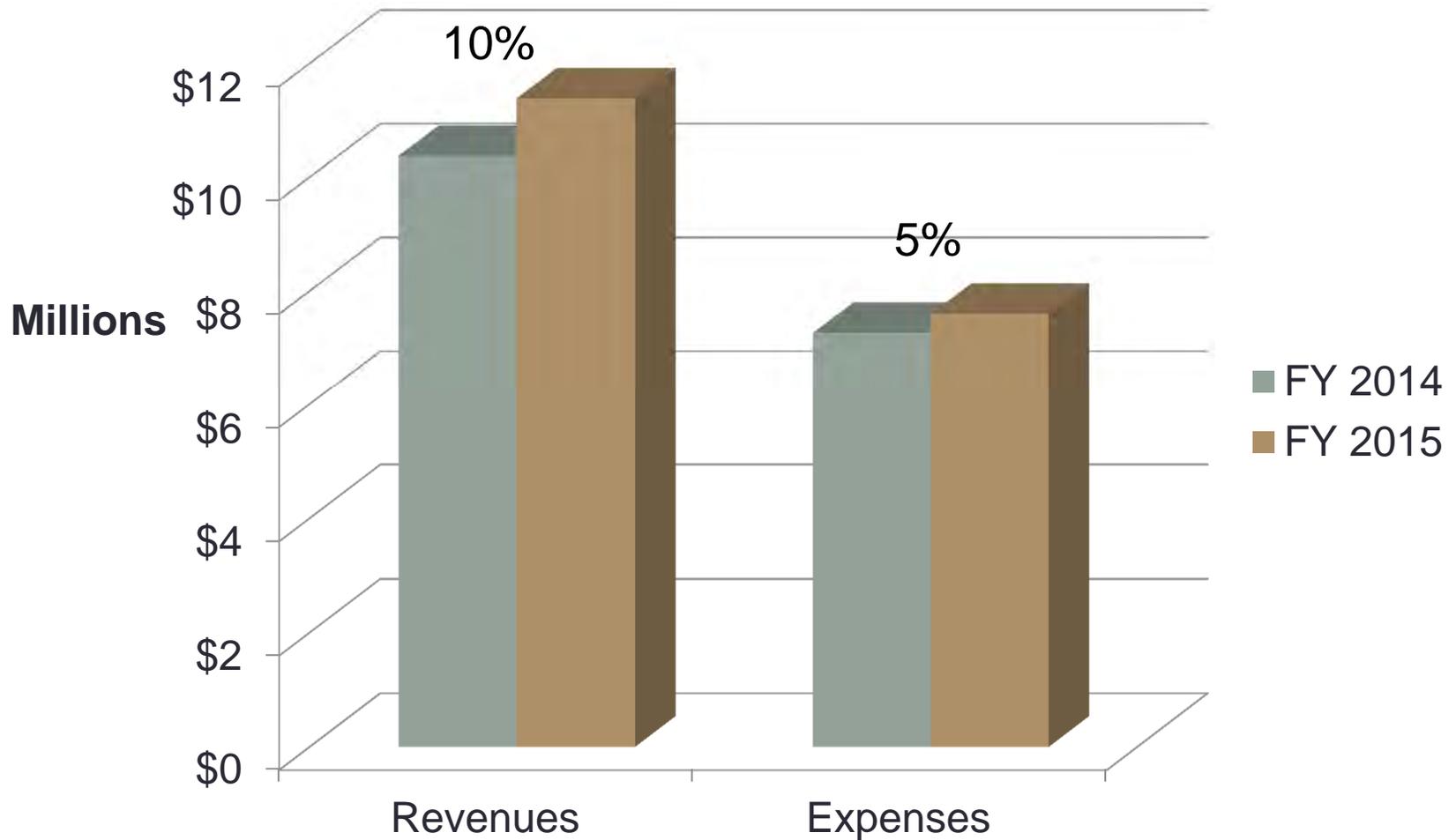


CITY OF ALVIN

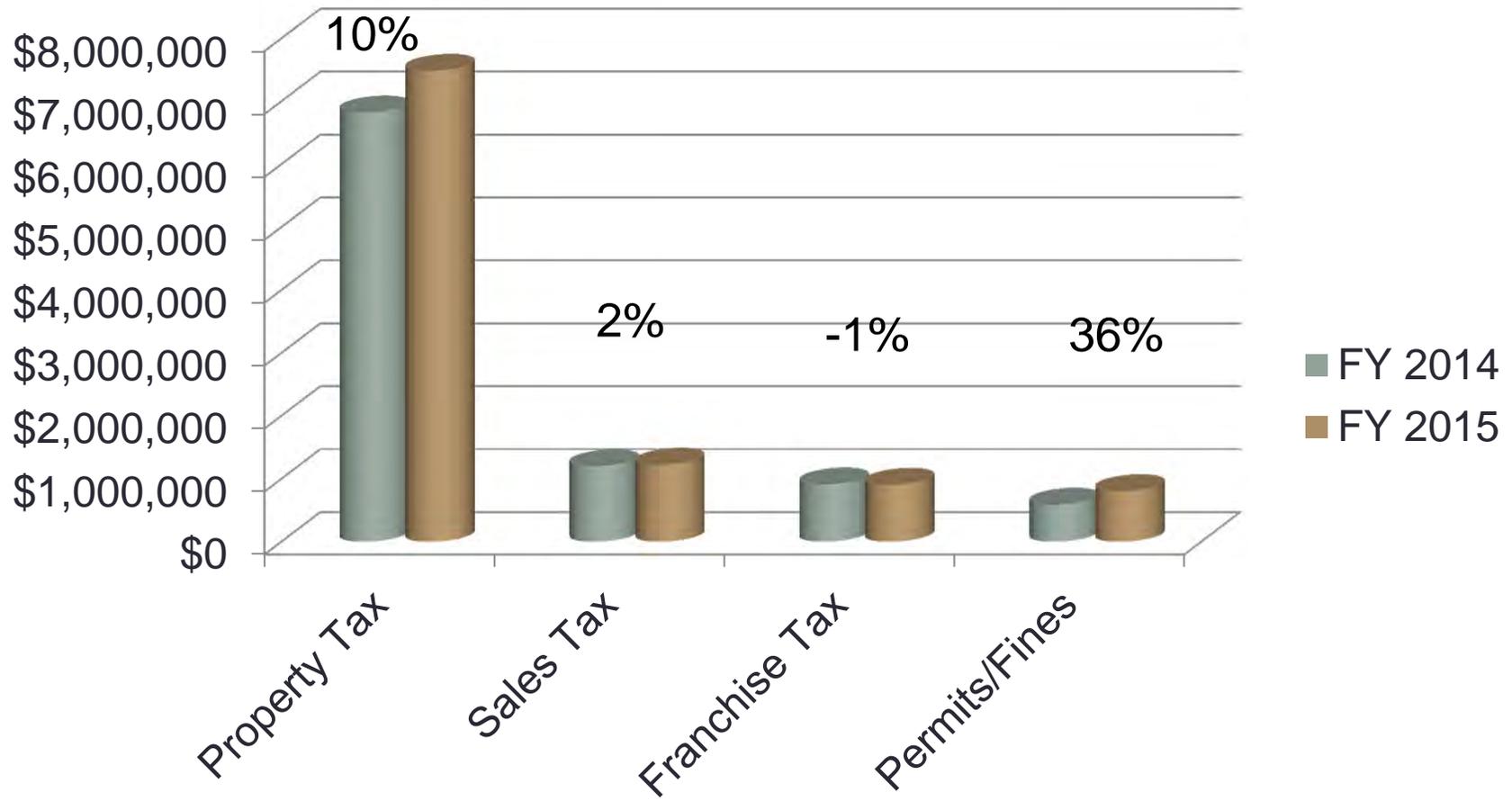
Monthly Financial Summary

April 30, 2015

General Fund Revenue & Expense Comparison



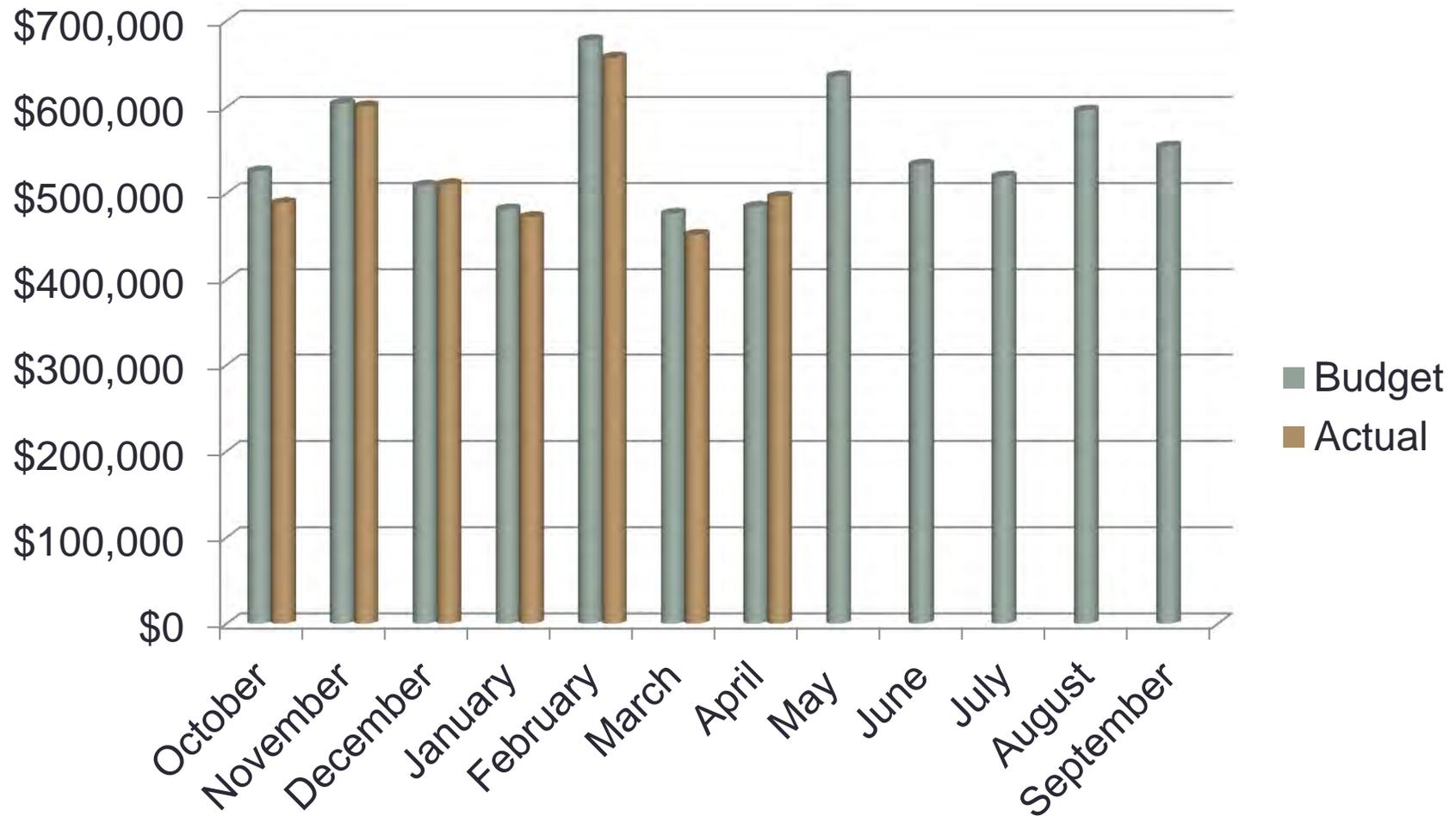
General Fund Major Revenue Comparison as of April 30, 2015



Sales Tax Revenues

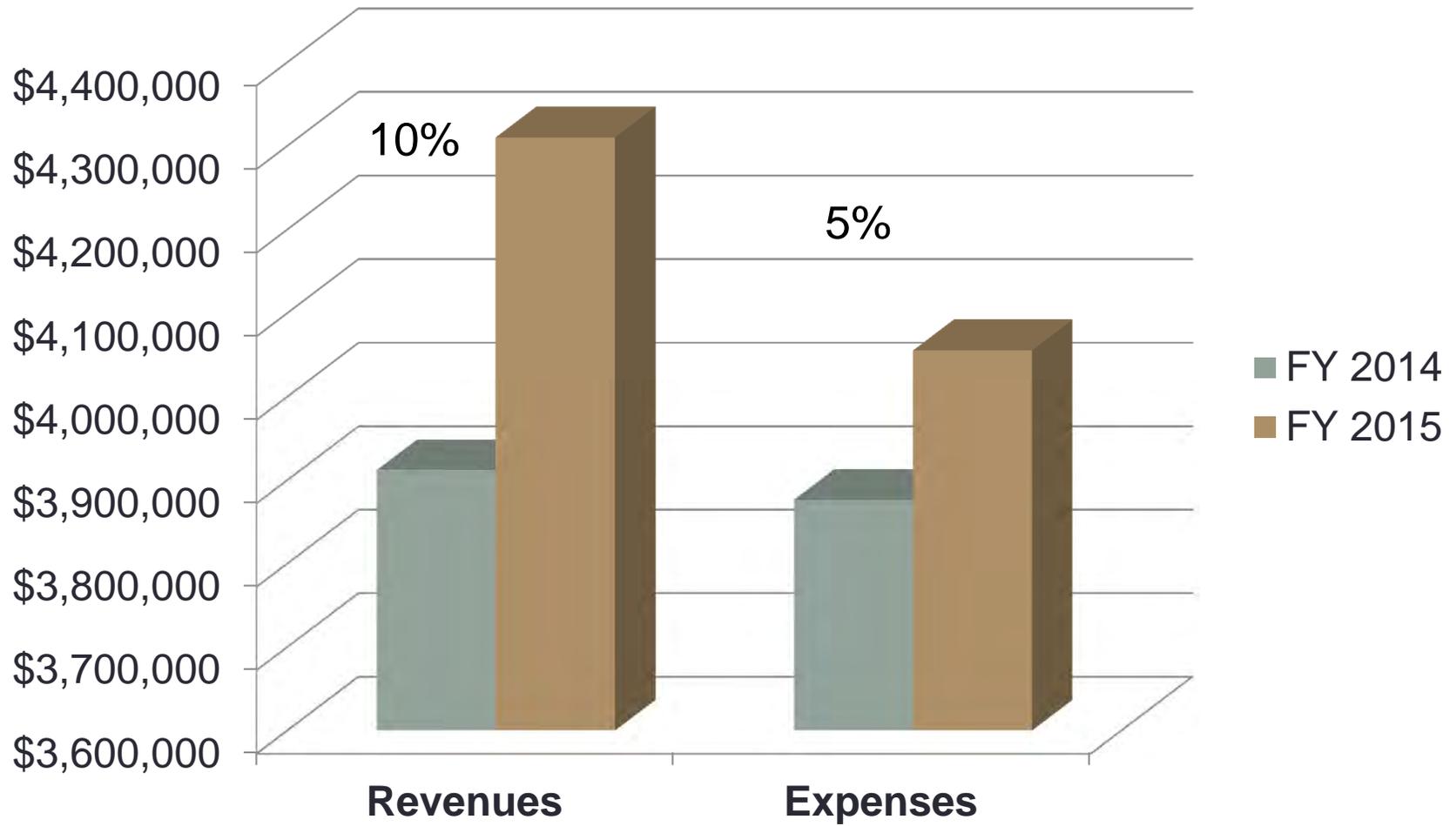
Budget vs. Actual

FY 2014-15

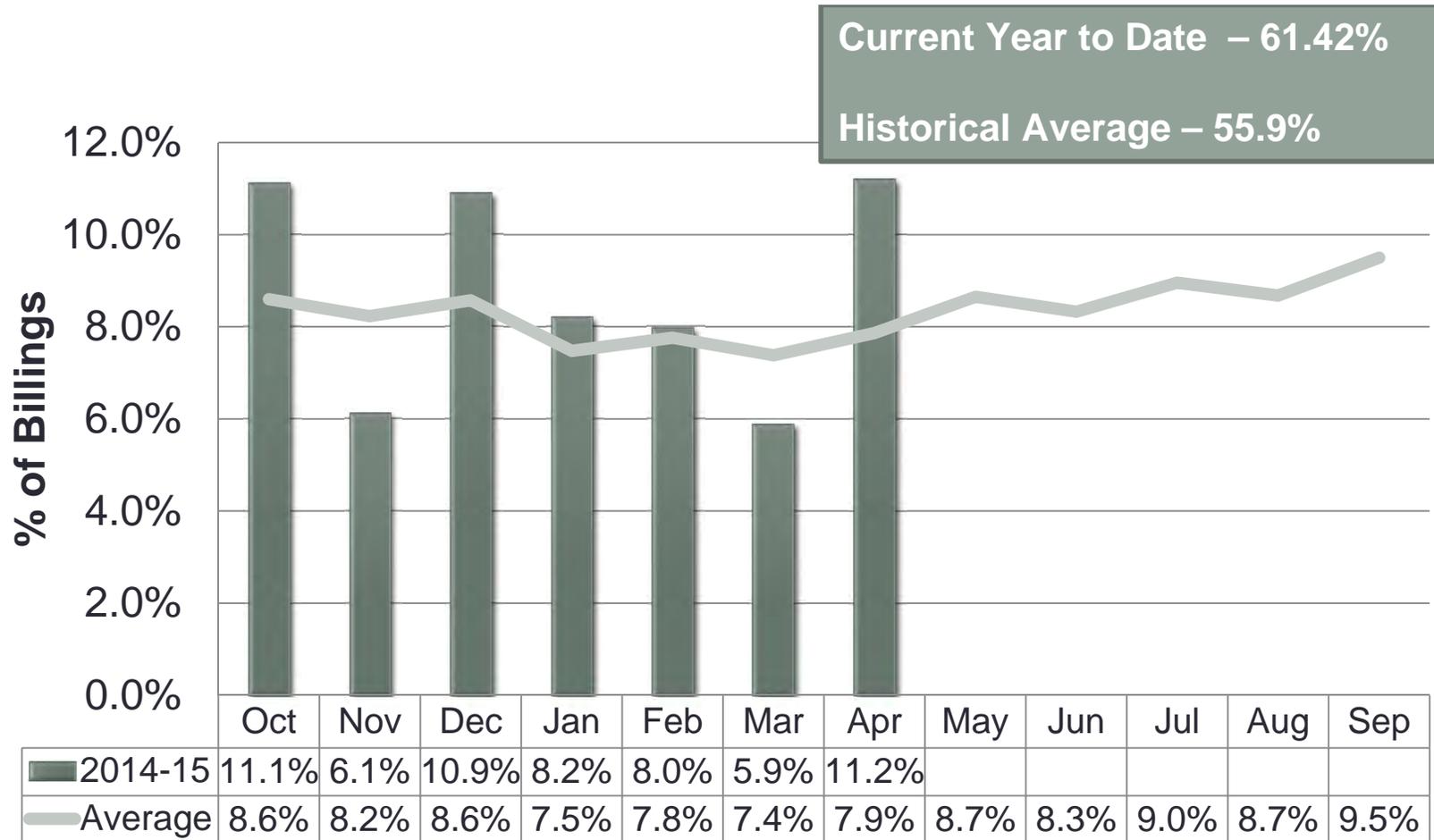


Utility Fund

Revenue & Expense Comparison

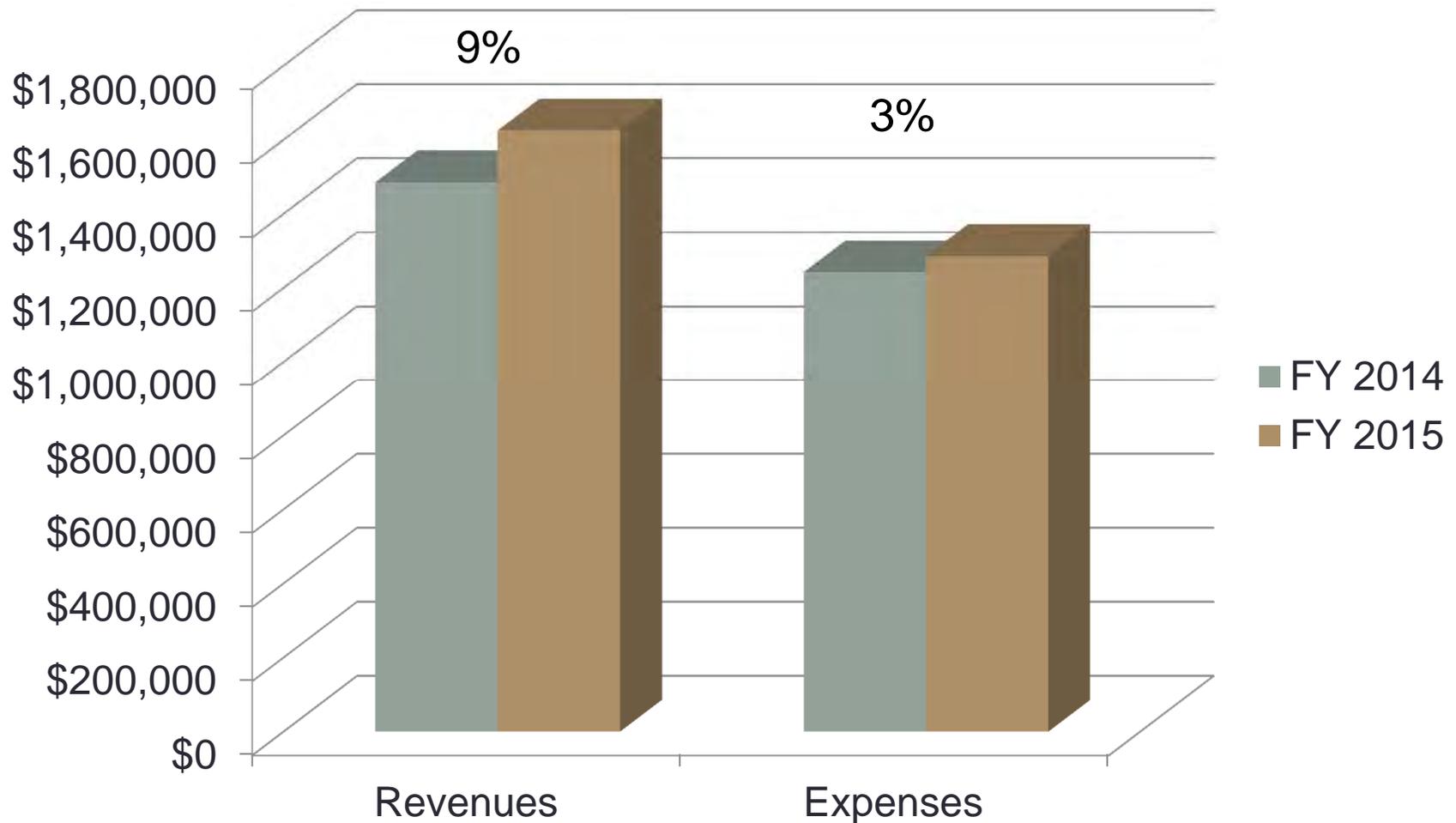


2014-15 Analysis of Water & Sewer Billings

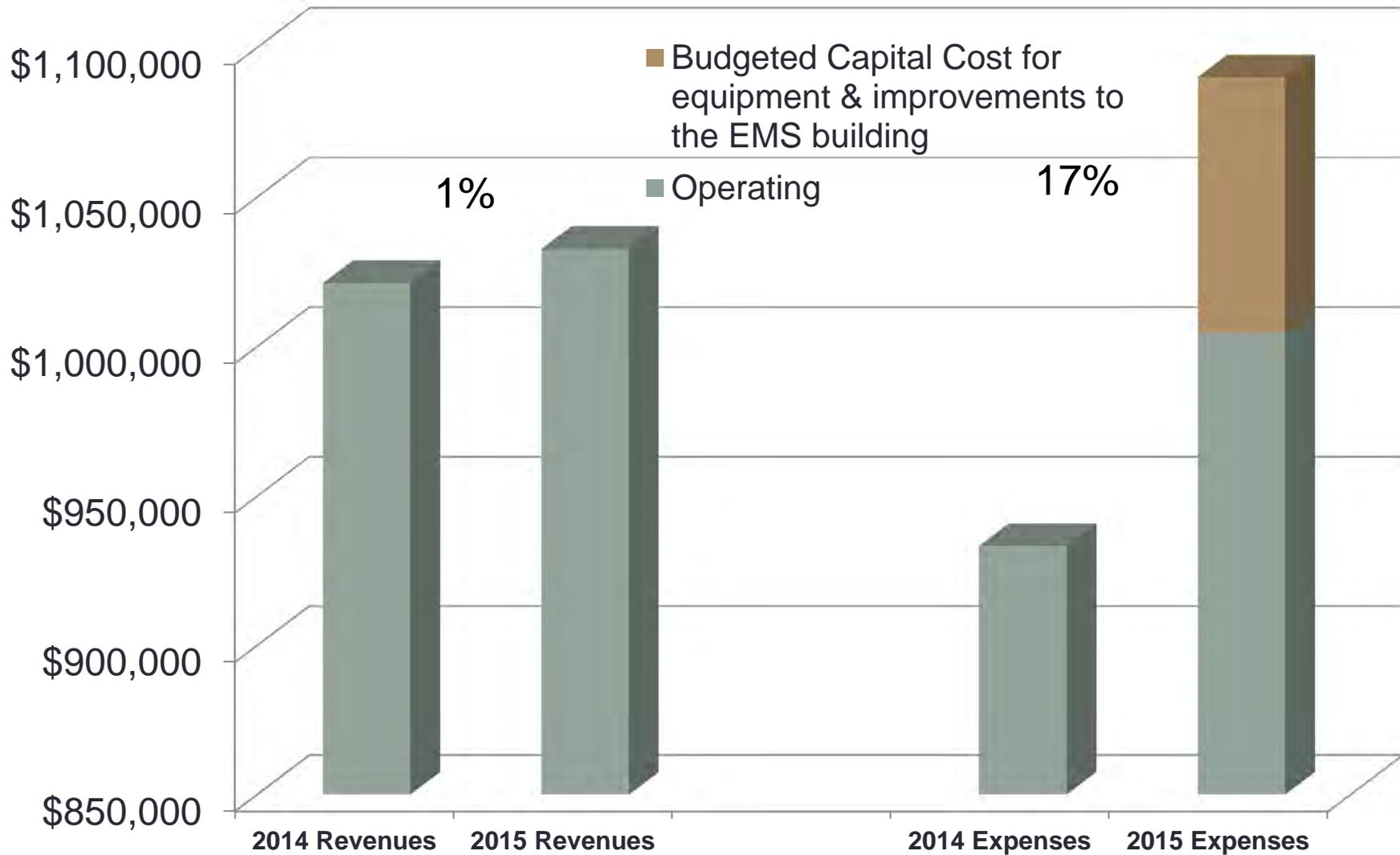


Line - 5 year history of the % of total annual billings per month.
 Bar - % of the 2014-15 budgeted revenues billed per month.

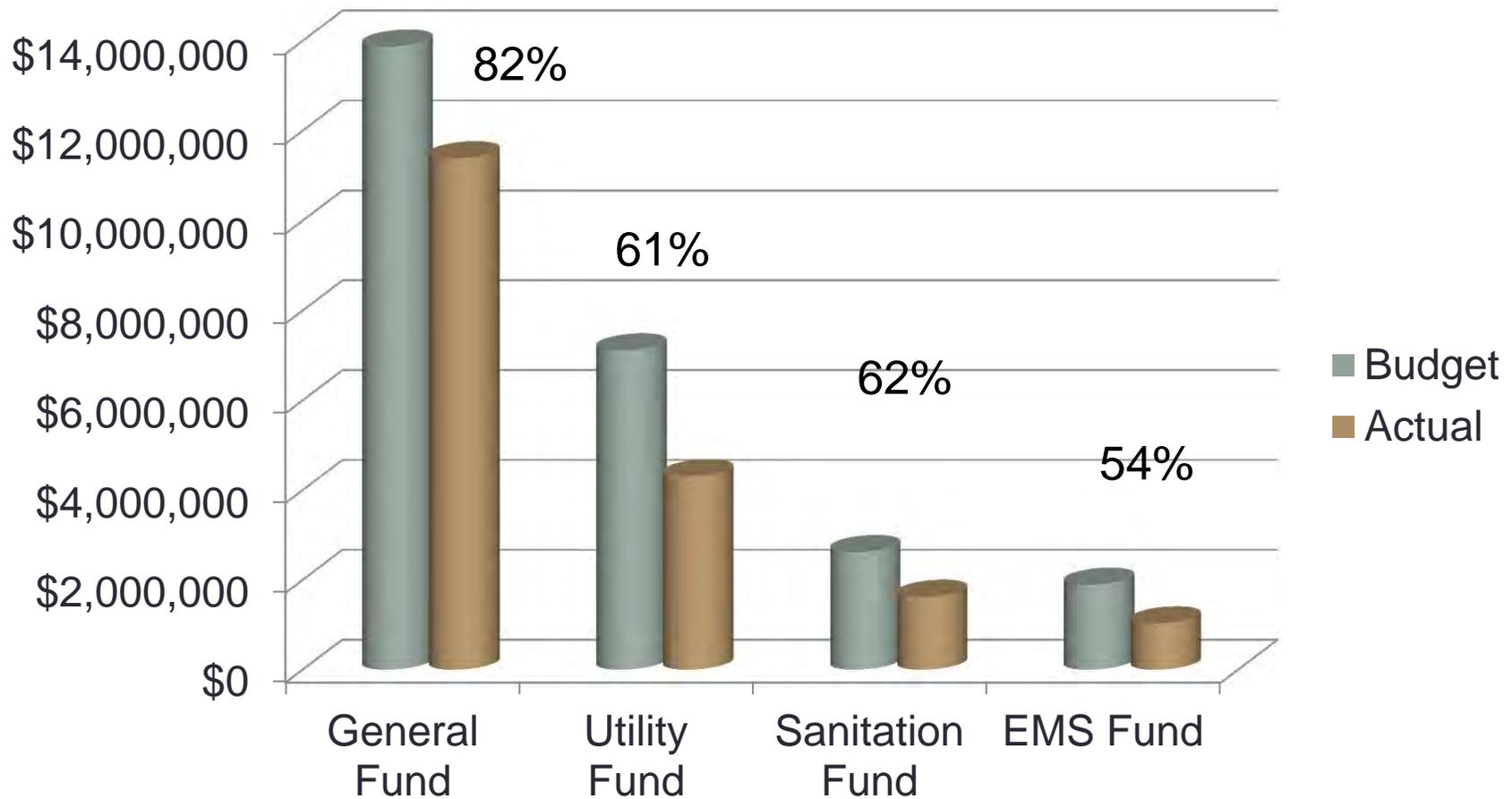
Sanitation Fund Revenue & Expense Comparison



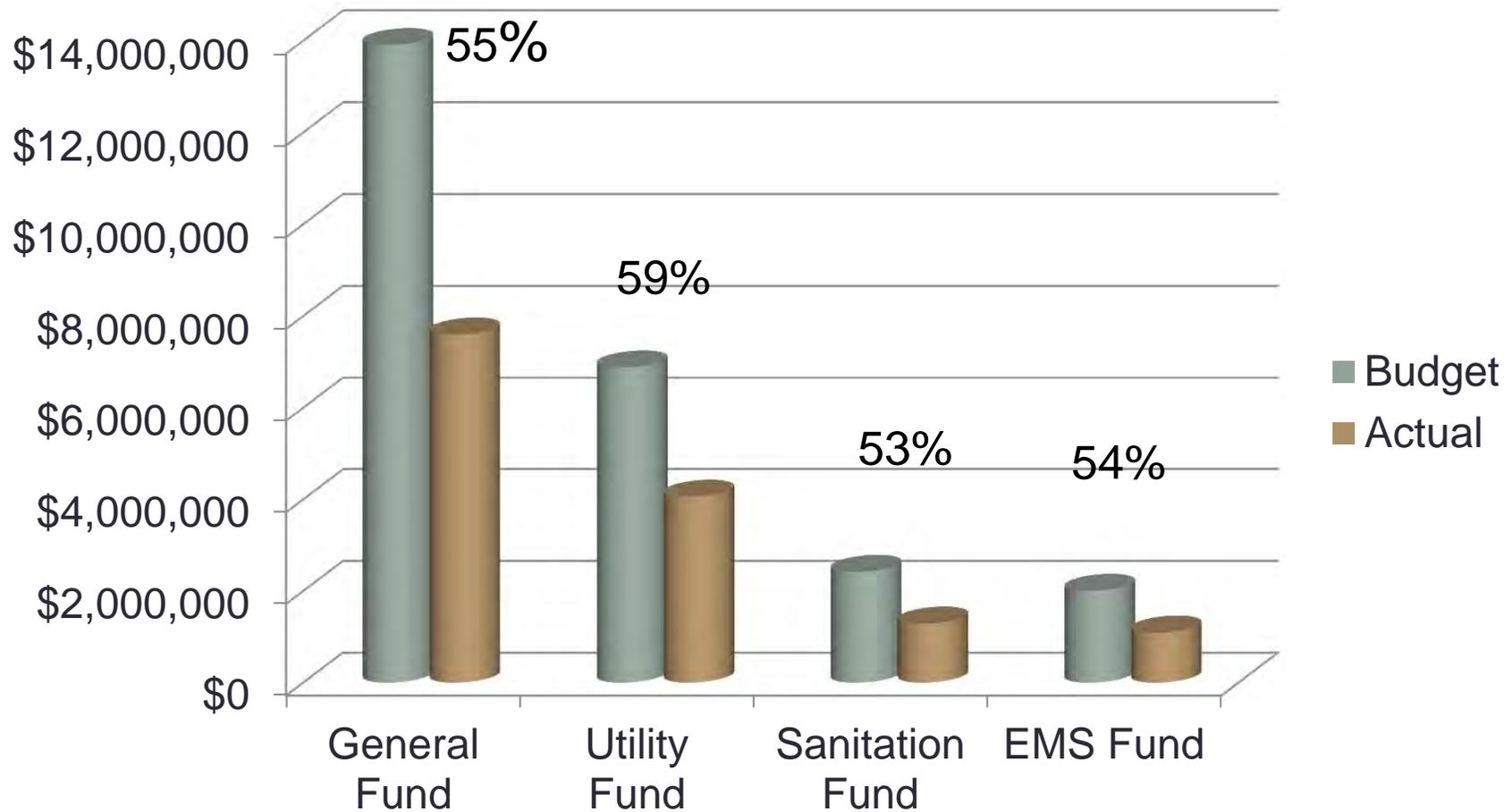
EMS Fund Revenue & Expense Comparison



Operating Revenues Budget vs. Actual as of April 30, 2015 (58 % of FY)



Operating Expenditures Budget vs. Actual as of April 30, 2015 (58% of FY)



Cash and Investments as of April 30, 2015

FUNDS	BALANCE
GENERAL FUND	\$ 8,146,100
UTILITY FUND	6,010,380
SPECIAL REVENUE FUNDS *	1,175,065
TIRZ	231,171
CEMETERY FUND	487,868
SANITATION FUND	1,522,198
EMS FUND	948,122
CAPITAL PROJECTS (GOVERNMENTAL) **	5,542,572
CAPITAL PROJECTS (UTILITY) ***	2,836,578
INTERNAL SERVICE FUNDS ****	2,248,687
	<hr/>
Total	\$ <u>29,148,741</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



CITY OF ALVIN

MAJOR FUNDS RECAP

For the period ending 04/30/2015



**CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 04/30/2015**

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	147,513	58,849	-60%	6,824,551	7,487,055	10%	7,796,703	309,647
SALES TAXES	168,767	165,484	-2%	1,204,009	1,226,827	2%	2,200,044	973,217
OTHER TAXES	7,940	8,629	9%	16,537	17,337	5%	25,000	7,663
FRANCHISE TAXES	211,610	184,752	-13%	913,853	908,482	-1%	1,330,000	421,518
PERMITS AND LICENSES	44,354	56,949	28%	285,480	473,061	66%	442,100	(30,961)
FINES AND FORFEITURES	46,869	50,155	7%	307,902	333,862	8%	538,500	204,638
OTHER INCOME	36,121	69,575	93%	226,544	315,936	39%	466,032	150,096
INTRAGOVERNMENTAL	85,217	89,530	5%	596,517	626,709	5%	1,074,358	447,649
TOTAL REVENUES	748,390	683,924	-9%	10,375,393	11,389,269	10%	13,872,737	2,483,468

EXPENDITURES

CITY COUNCIL	2,867	6,145	114%	29,113	35,216	21%	60,089	24,873
CITY CLERK	16,177	19,854	23%	129,921	134,395	3%	252,741	118,346
CITY ATTORNEY	27,614	29,885	8%	226,849	216,000	-5%	447,242	231,242
CITY MANAGER	19,738	19,787	0%	150,834	138,686	-8%	278,963	140,277
ECONOMIC DEVELOPMENTS	16,701	14,518	-13%	128,444	131,210	2%	240,051	108,841
FINANCE	28,311	20,746	-27%	226,532	166,819	-26%	428,908	262,089
COURT	11,641	16,899	45%	86,672	99,985	15%	189,475	89,490
HUMAN RESOURCES	6,205	14,581	135%	52,004	67,016	29%	163,458	96,442
CITY HALL	3,723	4,875	31%	62,819	66,905	7%	133,050	66,145
POLICE	423,047	480,963	14%	3,437,519	3,492,406	2%	6,273,268	2,780,862
HUMANE	-	22,483		-	147,850		352,030	204,180
FIRE	33,945	56,549	67%	443,099	483,727	9%	949,403	465,676
ENGINEERING	33,813	42,384	25%	221,515	335,869	52%	698,800	362,931
CODE ENFORCEMENT	7,722	9,516	23%	67,492	66,799	-1%	128,956	62,157
PARKS AND RECREATION	59,546	99,146	67%	628,782	679,264	8%	1,376,789	697,525
LIBRARY	1,542	3,739	143%	70,871	73,658	4%	109,122	35,464
NON-DEPARTMENTAL	3,140	224,122	7039%	1,296,992	1,259,842	-3%	1,818,665	558,824
TOTAL EXPENDITURES	695,731	1,086,192	56%	7,259,459	7,595,647	5%	13,901,008	6,305,361

EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES

3,793,622

BEGINNING FUND BALANCE

4,811,333

ENDING FUND BALANCE

8,604,955



CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 04/30/2015

	<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	32,241	45,159	40%	173,382	183,211	6%	290,000	106,789
OTHER OPERATING INCOME	542	930	72%	5,886	4,236	-28%	6,800	2,564
TOTAL REVENUES	32,783	46,089	41%	179,268	187,447	5%	296,800	109,353
<u>EXPENDITURES</u>								
PERSONNEL	6,219	5,229	-16%	49,516	46,743	-6%	93,825	47,082
SUPPLIES	-	540	0%	2,251	3,935	75%	9,200	5,266
CONTRACT SERVICES	449	5,154	1048%	102,867	98,900	-4%	163,606	64,706
DEBT SERVICE	-	-		18,224	18,547	2%	19,658	1,112
INTERFUND TRANSFERS	140	175	25%	981	1,226	25%	2,101	875
TOTAL EXPENDITURES	6,808	11,098	-39%	173,839	169,350	-3%	288,390	119,040
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES					18,097			
BEGINNING FUND BALANCE					653,540			
ENDING FUND BALANCE					<u>671,637</u>			



**CITY OF ALVIN
BUDGET VS ACTUAL (Cash basis)
For the period ending 04/30/2015**

UTILITY FUND

REVENUES

	<u>CURRENT MONTH</u>		% CHANGE	<u>YEAR TO DATE</u>		% CHANGE	CURRENT BUDGET	BUDGET BALANCE
	LAST YEAR	THIS YEAR		LAST YEAR	THIS YEAR			
CHARGES FOR SERVICES	522,016	744,328	43%	3,740,142	4,079,479	9%	6,812,641	2,733,162
OTHER OPERATING INCOME	33,008	21,307	-35%	171,936	230,924	34%	303,025	72,101
TOTAL REVENUES	555,023	765,634	38%	3,912,077	4,310,403	10%	7,115,666	2,805,263

EXPENDITURES

WATER	74,547	71,228	-4%	507,302	473,022	-7%	1,324,024	851,002
SEWER	13,546	58,938	335%	406,567	379,595	-7%	994,891	615,296
WASTEWATER TREATMENT	17,049	75,938	345%	315,501	397,785	26%	874,586	476,801
ADMINISTRATION	25,260	25,719	2%	183,685	175,066	-5%	328,872	153,806
BILLING AND COLLECTIONS	13,078	19,499	49%	126,060	141,362	12%	272,299	130,938
PUBLIC SERVICES FACILITY	1,318	7,311	455%	65,450	67,863	4%	99,150	31,287
CODE ENFORCEMENT PROGRAM	2,037	5,515	171%	17,282	43,230	150%	64,016	20,786
OTHER REQUIREMENTS	212,325	58,018	-73%	578,555	662,237	14%	1,077,074	414,837
TOTAL OPERATING EXPENDITURES	359,160	322,165	-10%	2,200,401	2,340,159	6%	5,034,913	2,694,754
DEBT SERVICE				1,676,096	1,715,322	2%	1,841,196	125,874
CAPITAL PROJECTS						0%		
TOTAL EXPENDITURES	359,160	322,165	-10%	3,876,497	4,055,481	5%	6,876,109	2,820,628

EXCESS (DEFICIENCY) OF
REVENUES OVER EXPENDITURES

254,922

BEGINNING NET OPERATING ASSETS

4,139,456

ENDING NET OPERATING ASSETS

4,394,378



**CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 04/30/2015**

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	212,040	287,683	36%	1,483,797	1,623,531	9%	2,619,429	995,898
OTHER OPERATING INCOME	241	306	27%	1,591	1,715	8%	2,300	585
TOTAL REVENUES	212,281	287,989	36%	1,485,388	1,625,246	9%	2,621,729	996,483
EXPENDITURES								
CONTRACT SERVICES	173,908	197,623	14%	1,055,818	1,104,622	5%	2,177,728	1,073,107
INTERFUND TRANSFERS	12,809	11,055	-14%	159,301	154,006	-3%	209,279	55,273
DEBT SERVICE	-	-	0%	27,433	27,290	-1%	28,926	1,636
TOTAL EXPENDITURES	186,717	208,677	12%	1,242,553	1,285,918	3%	2,415,933	1,073,107
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES					339,328			
BEGINNING NET OPERATING ASSETS					1,192,331			
ENDING NET OPERATING ASSETS					1,531,659			



**CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 04/30/2015**

EMS FUND

	<u>CURRENT MONTH</u>		<u>%</u> CHANGE	<u>YEAR TO DATE</u>		<u>%</u> CHANGE	<u>CURRENT</u> BUDGET	<u>BUDGET</u> BALANCE
	LAST YEAR	THIS YEAR		LAST YEAR	THIS YEAR			
REVENUES								
CHARGES FOR SERVICES	169,461	130,442	-23%	1,011,542	1,013,304	0%	1,886,900	873,596
OTHER OPERATING INCOME	7,143	-	-100%	9,705	19,441	100%	8,600	(10,841)
TOTAL REVENUES	176,604	130,442	-26%	1,021,248	1,032,745	1%	1,895,500	862,755
EXPENDITURES								
PERSONNEL	81,097	85,422	5%	615,194	590,508	-4%	1,049,006	458,498
SUPPLIES	4,314	18,265	323%	80,361	107,425	34%	205,100	97,675
CONTRACT SERVICES	54	22,723	41809%	103,923	156,170	50%	392,424	236,254
DEBT SERVICE	4	0	-92%	5,828	7,152	23%	9,343	2,191
INTERFUND TRANSFERS	18,291	20,494	12%	128,040	143,461	12%	245,934	102,473
OPERATING EXPENDITURES	103,761	146,905	42%	933,345	1,004,717	8%	1,901,807	897,090
CAPITAL OUTLAY (NON RECURRING)	-	2,923		-	85,396		100,000	14,604
TOTAL EXPENDITURES	103,761	149,827	44%	933,345	1,090,112	17%	2,001,807	911,695
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES					(57,367)			
BEGINNING WORKING CAPITAL					921,834			
ENDING WORKING CAPITAL					864,467			



**CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 04/30/2015**

	<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	337,433	330,870	-2%	2,407,299	2,452,922	2%	4,400,890	1,947,968
OTHER OPERATING INCOME	909	557	-39%	12,575	82,211	554%	15,000	(67,211)
TOTAL REVENUES	338,342	331,427	-2%	2,419,874	2,535,134	5%	4,415,890	1,880,756
<u>EXPENDITURES</u>								
PERSONNEL (STREET)	65,917	62,266	-6%	438,646	437,579	0%	928,772	491,193
PERSONNEL (CODE ENFORCEMENT)	3,723	5,198	40%	36,836	36,759	0%	71,827	35,068
SUPPLIES	12,321	22,349	81%	106,959	119,270	12%	345,750	226,480
CONTRACT SERVICES	55,135	74,430	35%	983,985	435,475	-56%	1,325,894	890,419
CAPITAL OUTLAY (CIP)	2,577	15,762	0%	900,878	383,302	-57%	2,572,736	2,189,434
DEBT	-	-	0%	-	-	0%	-	-
INTERFUND TRANSFERS	54,368	62,291	15%	416,628	446,704	7%	768,453	321,749
TOTAL EXPENDITURES	194,041	242,296	25%	2,883,932	1,859,090	-36%	6,013,432	4,154,342
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES					676,044			
BEGINNING FUND BALANCE					5,822,382			
ENDING FUND BALANCE					6,498,426			



CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 04/30/2015

SHOP 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								
INTRA GOVERNMENTAL TRANSFERS	39,313	64,127	63%	275,442	448,962	63%	769,597	320,634
OTHER OPERATING INCOME	4	7	70%	6,658	1,599	-76%	-	(1,599)
TOTAL REVENUES	39,317	64,133	-39%	282,100	450,561	60%	769,597	319,036
EXPENDITURES								
PERSONNEL	15,111	13,855	-8%	95,541	98,220	3%	202,404	104,184
SUPPLIES	4,778	11,396	139%	69,338	76,568	10%	167,200	90,632
CONTRACT SERVICES	1,853	17,517	845%	142,550	224,506	57%	388,912	164,406
INTERFUND TRANSFERS	833	923	11%	5,832	6,463	11%	11,080	5,248
TOTAL EXPENDITURES	22,575	43,691	94%	313,261	405,757	30%	769,596	364,471
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES					44,804			
BEGINNING OPERATING ASSETS					114,916			
ENDING OPERATING ASSETS					159,720			



AGENDA COMMENTARY

Discussion Date: 06/04/2015

Approval Date:

Submitted By: Sonya Cates

SUBJECT:

Consider a contract with Perdue, Brandon, Fielder, Collins & Mott LLP for the collection of the municipal court's delinquent fines, fees, court costs, and other debts and authorize the Mayor to sign.

DISCUSSION:

Article 103.0031 of the Texas Code of Criminal Procedure authorizes a City to contract with a private attorney for the collection of debts and accounts receivables and to impose an additional fee in the amount of 30% on each debt or account receivable that is more than sixty days past due and has been referred to an attorney for collection. The Perdue firm agrees to represent the City of Alvin to assist with collection of the City's municipal court's delinquent fines & fees. Each month a report will be provided to Perdue to reflect statistics on accounts that are sixty days past due. A 30% fee will be imposed for each delinquent case and the City will remit 30% of what the firm collects back to the firm. Ordinance 15-J authorizes the imposition of the municipal court's new delinquent collection fee and contracting with Perdue for the collection service.

RECOMMENDATION:

Move to approve the contract with the Perdue firm for the collection of the court's delinquent debts and authorize the Mayor to sign.

ATTACHMENTS:

- | | |
|----------------------------------|----|
| 1. Contract with the Perdue firm | 4. |
| 2. | 5. |
| 3. | 6. |

Submitted by:

Junru
Roland

Department Head

Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com,
o=City of Alvin, ou=Finance
Department, c=US
Date: 2015.05.28 13:27:15
-05'00'

Funds Available:

Junru
Roland

Finance Director

Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com, o=City
of Alvin, ou=Finance Department,
c=US
Date: 2015.05.28 13:27:33 -05'00'

Approved as to Form:

Bobbi J
Kacz

City Attorney

Digitally signed by Bobbi J Kacz
DN: cn=Bobbi J Kacz, o=City of
Alvin, ou=Legal Department,
email=bkacz@cityofalvin.com, c=US
Date: 2015.05.21 14:13:52 -05'00'

Approved By:

Junru
Roland

City Manager

Digitally signed by Junru Roland
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o=City of Alvin, ou=Finance
Department, c=US
Date: 2015.05.28 13:27:41 -05'00'

CONTRACT FOR COURT FINES AND FEES COLLECTION SERVICES

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

SECTION I. PARTIES TO THE CONTRACT

THIS CONTRACT, hereinafter called "Contract", is made and entered into by and between the **City of Alvin, Texas**, acting herein by and through its governing body, hereinafter called "the City" and **Perdue, Brandon, Fielder, Collins & Mott, L.L.P.**, hereinafter called "Perdue".

THIS CONTRACT supersedes all prior oral and written agreements between the parties, and can only be amended if done so in writing and signed by all parties. Furthermore, this Contract cannot be transferred or assigned by either party without the written consent of all parties.

The City agrees to employ and does hereby employ Perdue to enforce the collection of delinquent court fines, fees, and court costs pursuant to the terms and conditions described in this Contract.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, the adequacy of which is hereby acknowledged, the City and Perdue agree as follows:

SECTION II. CITY'S COLLECTION OBLIGATIONS

A. The City agrees to refer all delinquent accounts, as defined below, to Perdue for collection on or about the first (1st) or the fifteenth (15th) of each month. The City shall refer all delinquent accounts by electronic or magnetic medium, if available, or in any other way that is most favorable to the City. All delinquent accounts should be in a specified format that will allow Perdue to process the account data.

B. An account is considered delinquent when not paid within sixty (60) days of the scheduled appearance date (if the defendant failed to appear), or from any granted extension, or from the date of conviction or judgment, or other court specified due date, provided however that no case on which a jury trial has been requested, no case within a deferral period for court ordered deferred disposition, and no case awaiting successful completion of a driving safety course shall be considered delinquent until such case results in a final conviction.

C. The City will provide Perdue with copies of, or access to, the information and documentation necessary to collect the fines, fees, and court costs that are subject to this Contract.

SECTION III. PERDUE'S COLLECTION OBLIGATIONS

A. Perdue agrees to refer all payments and correspondence directly to the court that has assessed or levied the fines, fees, and court costs being collected pursuant to this Contract. Perdue reserves the right to return any accounts not collected within one (1) year of referral by the City. Neither party will have any obligation to the other with regard to returned accounts.

B. Perdue agrees to use its best efforts to collect the delinquent accounts received from the City and to comply with all provisions of state and federal law and regulations promulgated pursuant thereto in the rendition of collection services contemplated by this Contract.

C. If requested by the City, Perdue agrees to provide legal advice to the City on its delinquent accounts.

SECTION IV. COLLECTION FEE

The City agrees to pay Perdue as follows:

(1) Zero percent (0) of the collected fines, fees and court costs referred to Perdue by city on all unadjudicated offenses committed on or before June 18, 2003;

(2) Thirty percent (30%) of the collected fines, fees, and court costs referred to Perdue imposed on all adjudicated offenses committed on or before June 18, 2003; and

(3) Thirty percent (30%) of the collected fines, fees, and court costs referred to Perdue imposed on all offenses occurring after June 18, 2003.

The thirty percent (30%) collection fee shall be added to the amount owed by a defendant that is more than sixty (60) days past due pursuant to Article 103.001, Texas Code of Criminal Procedure.

SECTION V. EXCEPTIONS TO THE COLLECTION FEE

Pursuant to Article 103.0031(b), Texas Code of Criminal Procedure, Perdue cannot collect from a defendant the percentages referred to in Section IV. COLLECTION FEE if the defendant has been determined by the court of original jurisdiction to be indigent, or has insufficient resources or income, or is otherwise unable to pay all or part of the underlying fine or costs. The collection fee does not apply to a case that has been dismissed by a court of competent jurisdiction or to any amount that has been satisfied through time-served credit or community service.

The collection fee shall, however, be applied to any balance remaining after a partial credit for time served or community service if the balance is more than sixty (60) days past due.

Additionally, Perdue shall waive any collection fee if the police initiate contact with, or arrest, a defendant for any reason that is unrelated to the collection fee warrant (i.e. – defendant is stopped for traffic and is arrested for a pending collection fee warrant).

SECTION VI. METHOD OF PAYMENT

Absent an agreement otherwise, the City shall calculate and receive the amount of any collection fee due to Perdue. Said fee shall be paid to Perdue by check on a monthly basis. All compensation shall become the property of Perdue at the time of payment.

SECTION VII. COMMENCEMENT AND TERMINATION OF CONTRACT

This Contract shall commence on the _____ day of _____, 2015, and end when both parties mutually agree; provided, however, that either party to this agreement shall have the right to terminate this agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate this Contract. Upon termination Perdue shall have an additional six (6) months to complete work on all delinquent accounts referred from the City prior to the notice of termination and will be entitled to compensation on such accounts if collected.

SECTION VIII. NOTICES

For purposes of sending notice under the terms of this Contract, all notices from the City shall be sent to Perdue by certified United States mail, or delivered by hand or courier, and addressed as follows:

Perdue, Brandon, Fielder, Collins & Mott, LLP
Attn: Mike Darlow
BY U.S. MAIL OR BY COURIER DELIVERY:
1235 North Loop West, Suite 600
Houston, Texas 77008
Telephone Number: (713) 862-1860

All notices from Perdue shall be sent to the City by certified United States mail, or delivered by hand or courier, and addressed as follows:

City of Alvin
Attn: City Manager
216 W. Sealy
Alvin, Texas 77511
Telephone Number: (281) 388-4231

SECTION IX. VENUE AND CONTROLLING LAW

This Contract is made and is to be interpreted under the laws of the State of Texas. Venue for any disputes involving this Contract shall be in the appropriate courts in Brazoria County, Texas.

SECTION X. ACCEPTANCE OF EMPLOYMENT

In consideration of the terms and compensation herein stated, Perdue hereby accepts said employment and undertakes performance of said Contract as set forth above.

SECTION XI. SEVERABILITY

Every provision of this Contract is intended to be severable. If any term or provision hereof is hereafter deemed by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Contract, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

This Contract is executed on behalf of the City by the presiding officer of its governing body who is authorized to execute this instrument by Ordinance heretofore passed and recorded in its minutes. This Contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles or electronically signed Contracts executed on behalf of the City by the presiding officer of its governing body authorized to execute this instrument shall be binding and enforceable.

WITNESS the signature of all parties hereto this _____ day of _____, 2015.

CITY OF ALVIN, TEXAS

By: _____
Paul A. Horn

Mayor

PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.

By: _____
For the Firm



AGENDA COMMENTARY

Discussion Date: 06/04/2015

Approval Date: 06/04/2015

Submitted By: Michelle H. Segovia

SUBJECT:

Consider a variance request from Ronnie Moore, Owner of Moore Transmission, to waive the plant height requirement of Section 35-32 (2) of the Code of Ordinances, for his new building located at 3357 E. Highway 6.

DISCUSSION:

On April 27, 2015, staff received a variance request letter from Mr. Ronnie Moore of Moore Transmission for a variance to Sec 35-32 (2)- size and opacity of shrubs, for the height of the shrubbery planted at the new Moore Transmission building located at 3357 E. Highway 6. Mr. Moore is requesting permission to be allowed to keep the 12" tall shrubs that were previously planted, in order to mitigate for the height discrepancy additional shrubs have been added beyond the number required. The ordinance requires plants to be a minimum of 24" in height at the time of planting.

The Planning Commission approved this variance request May 19, 2015.

RECOMMENDATION:

Move to approve the variance to plant height as requested by Mr. Ronnie Moore.

If approving, state Council's "Finding" of the probable effect of this variance pursuant to Sec. 35-4 of the City Code.

ATTACHMENTS:

- | | |
|--------------------------------|----|
| 1. Variance Request Letter | 4. |
| 2. Sec. 35-4 variance process. | 5. |
| 3. | 6. |

Submitted by:
Michelle Segovia
Digitally signed by Michelle Segovia
DN: cn=Michelle Segovia, o=City of Alvin,
ou=Engineering,
email=msegovia@cityofalvin.com, c=US
Date: 2015.05.14 09:42:08 -0500
Department Head

Funds Available:
Bobbi J Kacz
Digitally signed by Bobbi J Kacz
DN: cn=Bobbi J Kacz, o=City of
Alvin, ou=Legal Department,
email=bkacz@cityofalvin.com, c=US
Date: 2015.05.20 16:19:18 -0500
Finance Director

Approved as to Form:
Junru Roland
Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com,
o=City of Alvin, ou=Finance
Department, c=US
Date: 2015.05.28 13:38:31 -0500
City Attorney

Approved By:
Junru Roland
Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com,
o=City of Alvin, ou=Finance
Department, c=US
Date: 2015.05.28 13:38:31 -0500
City Manager



916 Hwy 6 E Alvin, TX 77511
281-331-8726 fax 281-585-3767

April 27, 2015

City of Alvin
Attn: Michelle Segovia as well as Roy Sosa
1100 West Hwy 6
Alvin, TX 77511

Moore Transmission Variance Request at 3357 E Hwy 6 Alvin, Tx. 77511

Dear Michelle and Roy,

This is my official request for a variance to the landscaping requirement pertaining to said height of shrubs. The ordinance has a requirement of 24'' upon planting. The shrubs which I have are 3 gallon with an overall height of 24 before planting but once in the ground are an average of 12'' measuring ground up. At maturity these shrubs will certainly be above 24 inches, measuring ground up. I would like to ask for the city to consider the variance based upon this, and allow me to use the shrubs already purchased.

Thanks,

Ronnie Moore
Owner

**MINUTES
CITY OF ALVIN, TEXAS
CITY PLANNING COMMISSION
May 19, 2015**

BE IT REMEMBERED, that on the above date, the Planning Commission met in the First Floor Conference Room, at Public Services Facility, 1100 West Highway 6, Alvin, Texas, at 6:00 P.M. with the following members present, Charles Buckelew, Chair; Missy Jordan, Vice Chair; Robin Revak-Golden; Martin Vela; Chris Hartman; Santos Garza; Randy Reed; and Sussie Sutton. Also present were staff members Kristine Schaffner, Development Coordinator and Michelle Segovia, City Engineer. Absent was Darrell Dailey, Secretary.

1. Call To Order.

Call to order at 6:00 P.M.

2. Petition and Requests from the Public.

There were no petitions or requests from the public.

3. Approve the Minutes of the Planning Commission meeting of April 21, 2015.

Commission Member Santos Garza motioned to approve the minutes of the regular Planning Commission meeting of April 21, 2015. Seconded by Member Martin Vela, the motion carried on a vote of 7 ayes and 0 nays.

4. Consider a variance request from Ronnie Moore, Owner of Moore Transmission, to waive the plant height requirement, from section 35-32 (2) of the Code of Ordinances, for his building located at 3357 E Highway 6. Michelle Segovia, City Engineer, presented variance request for discussion and approval. Ronnie Moore discussed that he planted vegetation that was between 12 inches and 14 inches from grade after planting. The Corridor Land Use Ordinance requires plants to be 24 inches from grade after planted. Mr. Moore stated he increased the number of the plants that were required by the Corridor Land Use Ordinance to help create opacity with the use of shrubs. Mr. Moore said he will maintain them at 3 feet high. Commission Member Vela motioned to recommend for approval to present to City Council. Seconded by Member Hartman, the motion carried on a vote of 7 Ayes, 0 Nays.

5. Consider a variance request from Jeff Minkoff, Owner of Manchester Homes, to waive the building setback requirement of Section 21-37 (a) of the Code of Ordinances, for the previously platted corner lot located at 716 S. 2nd within the Free Addition. Michelle Segovia, City Engineer, presented variance request for discussion and approval. Mr. Jeff Minkoff discussed that he wanted to build a duplex with unit 1 of the duplex facing Betsy Ross and unit 2 facing 2nd St. Mr. Minkoff is requesting that the street side setback be reduced from 25 feet to 10 feet and the rear setback be reduced from 10 feet to 8 feet 6 inches. The distance from edge of road to the duplex's building wall on 2nd St. would be 18 feet 6 inches. Mr. Minkoff stated that the old house on the property was demolished and now the property falls under the new

subdivision ordinance which requires him to have 25 feet street side setback and a 5 foot interior lot setback. This would only give him 30 feet of buildable area on his lot which has 60 feet of frontage. Member Hartman expressed concerns that this would leave very little land. Commission Members Vela and Jordon also voiced concerns. Commission Member Vela stated that property was buildable for a single family residence. Member Hartman asked if there would be sidewalks. Michelle Segovia, City Engineer, stated that they would be required. Commission Member Reed motioned to recommend for approval to present to City Council. Seconded by Member Garza, the motion carried on a vote of 4 Ayes, 3 Nays.

6. Reports or Requests from Commission Members.

Missy Jordon wonder why some of the areas by the ponds were not mowed. Michelle said that was handled by the street department but can be effected by weather.

7. Staff Report and Update.

Michelle Segovia, City Engineer, discussed openings of the Starbucks and Dollar General.

8. Items for the Next Meeting.

Michelle Segovia, City Engineer, stated that Kendall Lakes Section 4 and Forest Heights Section 6 may be on next agenda.

9. Adjournment.

Commission Member Martin Vela motioned to adjourn the meeting, seconded by Sussie Sutton. The motion carried on a vote of 7 ayes. The meeting ended at 6:31pm.

Sec. 35-4. - Variance process

- (a) Where unique natural features such as soil and geological characteristics, topography, or significant vegetation; historical features such as building design and materials and site configuration; or man-made features such as peculiarly-shaped lots, joint or split ownership patterns or location of existing structures and infrastructure on the site inhibit creative site design or pose unnecessary constraints to appropriate development as a result of strict compliance with these requirements, the building official may approve an alternative plan upon determining that such plan meets or exceeds the intent of these standards.

- (b) If the building official determines alternative compliance is not applicable, an applicant may file a written request for a variance or exception from these standards with the building official who will forward the request to the planning commission. An applicant for a waiver shall pay a non-refundable fee, in an amount provided for in the fee schedule in chapter 28. The planning commission shall review all requests for variances and exceptions to these requirements regarding appropriate measures for compliance with the intent of these standards. The city council shall take action on the recommendation of the planning commission.

(Ord. No. 07-D, § 2, 4-19-07)



AGENDA COMMENTARY

Discussion Date: 06/04/2015

Approval Date: 06/04/2015

Submitted By: Michelle H. Segovia

SUBJECT:

Consider a variance request from Jeff Minkoff, Owner of Manchester Homes, to waive the building setback requirement of Section 21-37 (a) of the Code of Ordinances, for the previously platted corner lot located at 716 S. Second within the Free Addition.

DISCUSSION:

On May 5, 2015, staff received a variance request letter for the waiver to the 25' street side setback and the 10' rear setback required by section 21-37 (a) of the Code of Ordinances. Mr. Minkoff is proposing to build a duplex on this previously platted corner lot in the Free Addition. In order to be able to fit the duplex on the lot he is requesting to be allowed to maintain a 10' street side setback from Second Street and a 8'-7" rear setback.

The Planning Commission approved the variance request on May 19, 2015.

RECOMMENDATION:

Move to approve the building setback variance as requested by Mr. Jeff Minkoff.

If approving, state Council's "Findings" of the probable effect of this variance pursuant to Sec. 21-4 of the City Code.

ATTACHMENTS:

- | | |
|--|----|
| 1. Variance Request Letter and Plot Plan | 4. |
| 2. Sec. 21-4 Variance Provision | 5. |
| 3. | 6. |

Submitted by:
Michelle Segovia
Department Head

Digitally signed by Michelle Segovia
DN: cn=Michelle Segovia, o=City of Alvin,
ou=Engineering,
email=msegovia@cityofalvin.com, c=US
Date: 2015.05.14 10:25:20 -0500

Funds Available:
Bobbi J Kacz
Finance Director

Digitally signed by Bobbi J Kacz
DN: cn=Bobbi J Kacz, o=City of
Alvin, ou=Legal Department,
email=bkacz@cityofalvin.com, c=US
Date: 2015.05.20 16:22:02 -0500

Approved as to Form:
Bobbi J Kacz
City Attorney

Approved By:
Junru Roland
City Manager

Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com,
o=City of Alvin, ou=Finance
Department, c=US
Date: 2015.05.28 13:34:35 -0500



May 5, 2015

Planning Commission
City Council
City of Alvin
216 West Sealy
Alvin, Texas 77511

RE: Setback Variance Request for 716 S. 2nd Street

Dear Commission and Council:

I recently purchased a lot at 716 S. 2nd Street in Alvin for the purpose of constructing a new 2 unit duplex. The lot had previously had an old house that was facing 2nd Street. The house was demolished at the request of the City, as I understand it. It is a corner lot, 60'x120' which is the same size as all the others in the subdivision (the Free Addition).

Roy Sosa, of the building department, has informed me that the subdivision has been changed with regard to building setbacks and that this lot would now have a 25' setback on Betsy Ross and 2nd street, as well as a 10' rear setback. This would leave me with only 30' of buildable width and not quite enough depth to accommodate my duplex.

The duplex will have one unit facing Betsy Ross, with a drive on the left side. The other unit will face 2nd Street with a driveway on the right. I have enclosed a plot plan showing how the house fits on the lot.

Each side of the duplex will contain a little over 1200 square feet, 3 bedrooms, 2 baths and a 2 car garage. They are full brick, with hardi-plank soffit and fascia. We anticipate high demand for these units, as they are directly across from the High School.

I am requesting a variance to the setbacks in the ordinance to accommodate this duplex.

Please contact me if you need any additional information

Thanks.

A handwritten signature in black ink, appearing to read "Jeff Minkoff". The signature is stylized and cursive.

Jeff Minkoff
Manchester Homes
281-844-4270

**MINUTES
CITY OF ALVIN, TEXAS
CITY PLANNING COMMISSION
May 19, 2015**

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1. Call To Order.

Call to order at 6:00 P.M.

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5. Consider a variance request from Jeff Minkoff, Owner of Manchester Homes, to waive the building setback requirement of Section 21-37 (a) of the Code of Ordinances, for the previously platted corner lot located at 716 S. 2nd within the Free Addition. Michelle Segovia, City Engineer, presented variance request for discussion and approval. Mr. Jeff Minkoff discussed that he wanted to build a duplex with unit 1 of the duplex facing Betsy Ross and unit 2 facing 2nd St. Mr. Minkoff is requesting that the street side setback be reduced from 25 feet to 10 feet and the rear setback be reduced from 10 feet to 8 feet 6 inches. The distance from edge of road to the duplex's building wall on 2nd St. would be 18 feet 6 inches. Mr. Minkoff stated that the old house on the property was demolished and now the property falls under the new

subdivision ordinance which requires him to have 25 feet street side setback and a 5 foot interior lot setback. This would only give him 30 feet of buildable area on his lot which has 60 feet of frontage. Member Hartman expressed concerns that this would leave very little land. Commission Members Vela and Jordon also voiced concerns. Commission Member Vela stated that property was buildable for a single family residence. Member Hartman asked if there would be sidewalks. Michelle Segovia, City Engineer, stated that they would be required. Commission Member Reed motioned to recommend for approval to present to City Council. Seconded by Member Garza, the motion carried on a vote of 4 Ayes, 3 Nays.

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Michelle Segovia, City Engineer, discussed openings of the Starbucks and Dollar General.

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9. Adjournment.

Commission Member Martin Vela motioned to adjourn the meeting, seconded by Sussie Sutton. The motion carried on a vote of 7 ayes. The meeting ended at 6:31pm.

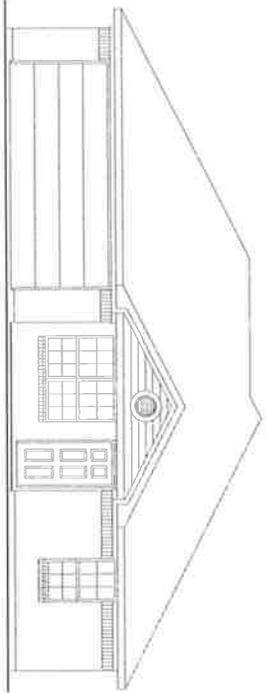
Sec. 21-4. - Variances.

Upon written request, city council may authorize a variance from this chapter. An applicant for a variance shall pay a nonrefundable fee, in an amount provided for in the fee schedule in chapter 28.

In granting a variance, the council shall prescribe those conditions it deems necessary or desirable to the public interest. In making the findings herein above required, the council shall take into account the nature of the proposed use of the land involved, the existing use of the land in the vicinity, the number of persons who will reside or work in the proposed subdivision, and the probable effect of such variance upon traffic conditions and upon public health, safety, convenience and welfare in the vicinity.

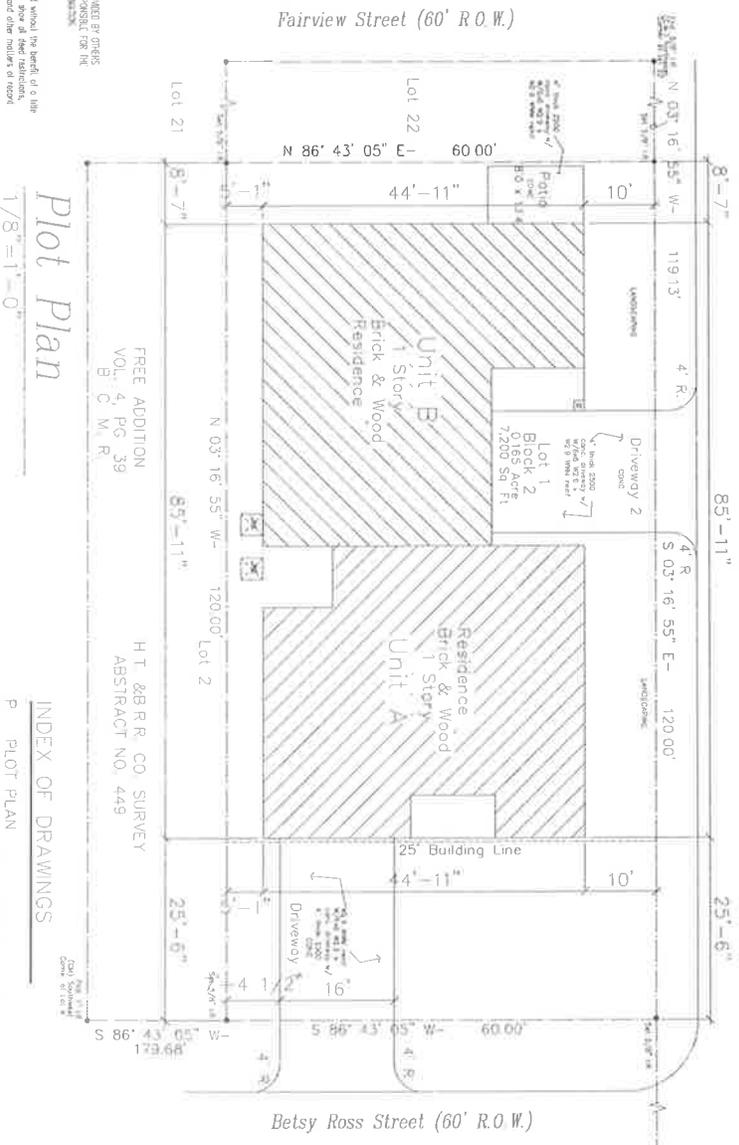
Any variance request shall first be reviewed by the planning commission, with a recommendation to council workshop, prior to city council action.

(Ord. No. 02-AA, §1, 6-20-02; Ord. No. 06-WW, §3, 12-21-06; Ord. No. 12-UU, §2, 11-1-12)



FRONT ELEVATION 1/4" = 1'-0"

New Duplex
 716 S. 2nd. St.
 Alvin, Texas
 77511



NOTE:
 SURVEY INFORMATION REQUIRED BY OTHERS
 SHOULD BE OBTAINED FROM THE
 RECORDS OF THE COMMISSIONER
 OF LANDS, SURVEYS AND TITLES
 OF THE STATE OF TEXAS.
 THIS SURVEY WAS PERFORMED UNDER THE BELIEF OF A
 LICENSED SURVEYOR AND THE SURVEYOR'S
 ECONOMIC LIABILITY IS LIMITED TO THE
 TECHNICAL ASPECTS OF THE SURVEY.

NO.	DATE	DESCRIPTION
1	11/15/18	PRELIMINARY SURVEY
2	11/15/18	FINAL SURVEY

- INDEX OF DRAWINGS
- P PLOT PLAN
 - S1 SLAB SURFACE FEATURE PLAN
 - A1 FLOOR PLAN & SECTIONS
 - A2 ELEVATIONS, FRAMING & CABINETS
 - E1 ELECTRICAL FLOOR PLAN
 - D1 GENERAL DETAILS

© 2018 PLANDART, INC.
 11111 W. 11th St., Suite 100
 Dallas, TX 75244
 214-343-1111
 www.plandart.com

Project Name: New Duplex
 716 S. 2nd St.
 Alvin, Texas
 77511

Plot Plan
 sheet number P



AGENDA COMMENTARY

Discussion Date: 06/04/2015

Approval Date:

Submitted By: Rex W. Klesel

SUBJECT:

Consider amending the 2009-2010 Fire Protection & EMS Services Agreement between the City of Alvin and the City of Hillcrest Village.

DISCUSSION:

The current contract became effective on October 1, 2009 and was in effect until September 30, 2010 it automatically renews every year unless terminated. There has not been an increase in revenue since the current contract was signed.

RECOMMENDATION:

Recommend any change that may be needed to the contract.

ATTACHMENTS:

- | | |
|-------------------------------------|----|
| 1. 2009 - 2010 Agreement | 4. |
| 2. Alvin/Hillcrest Contract History | 5. |
| 3. | 6. |

Submitted by:

Rex W.
Klesel

Department Head

Digitally signed by Rex W. Klesel
DN: cn=Rex W. Klesel,
email=rklesel@cityhall.cityofalvin.
com, o=City of Alvin, ou=Alvin
Fire Department, c=US
Date: 2013.03.14 15:42:49
+05'00'

Funds Available:

Finance Director

Approved as to Form:

City Attorney

Approved By:

Junru
Roland

City Manager

Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com,
o=City of Alvin, ou=Finance
Department, c=US
Date: 2015.05.28 15:13:40 -0500'

rec 1-5-10
scan
m+c
Citty
Cm
Police
Fire
E.M.S.
Finance
Orig: City Clerk

**AGREEMENT FOR FIRE PROTECTION & EMS SERVICES
BETWEEN THE CITY OF ALVIN
AND
THE CITY OF HILLCREST VILLAGE**

STATE OF TEXAS §
COUNTY OF BRAZORIA §

**I.
PARTIES TO THE AGREEMENT**

This Agreement is entered into by and between the City of Alvin, Texas (the "City"), a municipal corporation of Brazoria County and the City of Hillcrest Village, Texas ("Hillcrest"), a general rule city of Brazoria County, acting through their duly authorized Mayors pursuant to the terms of the Texas Government Code, Section 791.001 et seq., known as the "Interlocal Cooperation Act."

**II.
CITY PERFORMANCE**

The City of Alvin Volunteer Fire Department shall operate a fire fighting operation and the City's Emergency Medical Service shall operate an emergency medical first responder program to the citizens of Hillcrest. The City agrees to use its best efforts in carrying out its duties under this Agreement, and represents that the quality of the fire protection and suppression services and the emergency services provided will be equal to the services provided to the citizens of Alvin.

The parties agree and acknowledge that the City shall in its sole discretion determine the manner in which to perform and deliver the services.

The City shall provide services within the city limits of Hillcrest.

The City shall provide Hillcrest with a monthly emergency services report that includes a separate accounting of all fire and emergency activity within the city limits of Hillcrest.

**III.
HILLCREST OBLIGATIONS**

In consideration of the City's performance of this Agreement, Hillcrest shall compensate the City for the services to be provided by the City in the amounts agreed to and as stated below:

The contract amount shall be that amount that is established annually and agreed upon by the parties.

During the original term of this Agreement, the compensation to be paid by Hillcrest to the City of Alvin is Forty Thousand Dollars and no/100 (\$40,000.00) on or before September 30, 2010. It is the intent of the parties to negotiate the compensation for each subsequent term, and to execute an addendum reflecting the agreed-upon compensation. In the event that an addendum is not executed at the beginning of a term, the previous term's compensation amount shall apply until such addendum is executed, unless otherwise agreed upon by the parties.

IV. METHOD OF PAYMENT

The parties agree that Hillcrest shall remit payment to the City of Alvin in quarterly installments, with the initial payment due on or before December 31, 2009. Additional installment payments shall be due on or before March 30, 2010, June 30, 2010 and September 30, 2010, unless terminated earlier as provided below.

In the event either party terminates the Agreement during the term, Hillcrest shall pay the installment amount due on a pro rata basis (the percentage of the term completed as of the termination date) on the next installment date or the date of termination, whichever is earlier.

The City of Alvin shall have sole discretion to determine how these funds are expended.

V. AGREEMENT TERM

This Agreement shall become effective on October 1, 2009, and shall continue in effect until September 30, 2010, after which, it shall automatically renew for additional one (1) year terms, unless terminated earlier as provided below.

VI. NOTICE OF TERMINATION

Either party to this Agreement may terminate the Agreement by providing sixty (60) day's written notice to the Mayor of the other party.

VII. CHANGES AND AMENDMENTS

Except as otherwise specifically provided, any change in the terms of this Agreement shall be made by an amendment in writing, and signed by both parties.

**VIII.
COMPLIANCE WITH LAW**

The City shall comply with all regulations applicable to volunteer fire departments and to emergency organization (as the case may be), including, but not limited to, the Texas Tort Claims Act, Chapter 101, Civil Practice & Remedies Code, or other law.

**IX.
LEGAL AUTHORITY**

The City of Alvin represents that it possesses the practical ability and legal authority to enter into this Agreement, receive and manage the funds authorized by this Agreement, and to perform the services the City is obligated to perform hereunder.

The City of Hillcrest Village represents that it possesses the practical ability and legal authority to enter into this Agreement and to pay the funds authorized by this Agreement.

- (1) The person signing this Agreement on behalf of the City warrants that he/she has been duly authorizing by the City to execute this Agreement on behalf of the City and to bind the City to all terms herein set forth.
- (2) The person signing this Agreement on behalf of Hillcrest warrants that he/she has been duly authorized by Hillcrest to execute this Agreement on behalf of Hillcrest and to bind Hillcrest to all terms herein set forth.

**X.
LIABILITY**

Nothing in this Agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice & Remedies Code, or other law.

Neither the City of Alvin nor the City of Hillcrest Village may waive or limit any grounds or basis of immunity or limitation of liability as a political subdivision or as a volunteer or emergency organization (as the case may be), including, but not limited to, the Texas Tort Claims Act, Chapter 101, Civil Practice & Remedies Code, or other law.

**XI.
NO ASSIGNMENT**

This Agreement shall not be assigned by either party regarding delivery of necessary fire protection and suppression services or other emergency services by the City.

**XII.
ORAL AND WRITTEN AGREEMENTS**

All prior oral and written agreements relating to the subject matter of this Agreement have been reduced to writing and are incorporated in this Agreement.

**XII.
ENTIRE AGREEMENT**

This agreement shall take the place of and supersede any previous agreements. It shall only be amended in writing and signed by both parties.

IN WITNESS THEREOF, the parties have caused the Agreement to be duly executed on this the 6th day of January, 2010.

HILLCREST VILLAGE

By: _____

Tom Wilson, Mayor

CITY OF ALVIN

By: _____

Gary Appelt, Mayor

ATTEST

By: _____

Kayla Krippa
City Secretary/Clerk

ATTEST

By: _____

Thomas W. Peebles
Thomas W. Peebles, City Clerk

Alvin/Hillcrest Contract History

- 1996 – Then Mayor Rossano, Fire Chief Donald Eernisse met with Hillcrest Village Mayor to work out a contract for Fire & EMS protection for Hillcrest. The two cities could not come to any mutual agreement.
- May 2004 – Emergency Service District #3 (ESD #3) formed to provide Fire & EMS services to unincorporated areas and cities without Fire & EMS protection. The citizens of Hillcrest Village voted not to participate in the ESD #3.
- December 2004 – The First Contract is offer to Hillcrest Village by Alvin the terms of the Contract are \$100 per year per home. Hillcrest Village accepts this contract with the understanding that this is below what the Taxpayers in the ESD #3 pay and need to plan for future increases.
- April 2009 – A 1 year \$40,000 contract is proposed to Hillcrest Village.
- October 2009 – A counter proposal from Hillcrest Village is received. The proposal is \$40,000 for a 5 year contract; Alvin Council declines the counter offer.
- The current contract is \$40,000 annual with an automatic renew.



AGENDA COMMENTARY

Discussion Date: 06/04/2015

Approval Date: 06/04/2015

Submitted By: Brian Smith

SUBJECT:

Consider awarding a contract through H-GAC to Aqua Metric for the installation of an AMI water meter system in an amount not to exceed \$2,690,587.79 and authorize the Mayor to sign.

DISCUSSION:

Consider awarding a contract through H-GAC to Aqua Metrics for the installation of an AMI water meter system in the amount of \$2,690,587.79. The funds for the project will come from CO Bond 2015 Series.

RECOMMENDATION:

Move to award contract and authorize the Mayor to sign.

ATTACHMENTS:

1. H-GAC Quote
- 2.
- 3.
- 4.
- 5.
- 6.

Submitted by:

Brian
Smith

Digitally signed by Brian Smith
DN: cn=Brian Smith, o=City of Alvin, ou=PSF, c=US
Date: 2015.05.21 13:16:24 -05'00'

Department Head

Funds Available:

Junru
Roland

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Date: 2015.06.03 15:17:14 -05'00'

Finance Director

Approved as to Form:

Bobbi J
Kacz

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City Attorney

Approved By:

Junru
Roland

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o=City of Alvin, ou=Finance Department, c=US
Date: 2015.06.03 16:16:43 -05'00'

City Manager



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.:

WM08-14

Date Prepared:

4/13/2015

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Alvin	Contractor:	Aqua Metric Sales Company
Contact Person:	Brian Smith	Prepared By:	Mike Cartwright
Phone:	281-388-4315	Phone:	210-967-6300
Fax:	281-388-4340	Fax:	210-967-6305
Email:	bsmith@psf.cityofalvin.com	Email:	michael.cartwright@aquametric.com

Catalog / Price Sheet Name:	Sensus Meter Pricing April 1, 2014 Price Books
General Description of Product:	AMI System Product and Installation

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
2	Metro 50 Base Transceiver - 17D	26666.66	53333.32
2	Metro Installations - 25H	21333.34	42666.68
1	Hosted Logic RNI Year 1 - 25D	20250	20250
4	Hosted Logic RNI Year 2-5 - 25D	20250	81000
1	RNI Configuration Fee - 25D	6750	6750
1	RNI Set Up Fee - 25D	6750	6750
1	Logic Core Training -25H	8000	8000
1	Project Management - 25H	16000	16000
2	Annual Maintenance Per TGB - 25H	10,666.66	21333.32
2	AR5501 Hand Held -17E	5,906.70	11813.392
1	AR 5005 Master Stand -17E	826.94	826.94
1	AR 5006 Auxilary Stand -17E	760.78	760.776
2	Command Link -17E	454.23	908.464
2	GPS -17E	679.8	1359.6
Total From Other Sheets, If Any:			2325834.06
Subtotal A:			2597586.552

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			0

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Discount	-281426.262
Installation	374427.5
Subtotal C:	93001.238

Delivery Date:

D. Total Purchase Price (A+B+C):

2690587.79



AGENDA COMMENTARY

Discussion Date: 06/04/2015

Approval Date: 06/04/2015

Submitted By: F. Ramirez

SUBJECT:

Consider awarding a bid to Angel Brothers Enterprises for the 2015 Asphalt Pavement Project in an amount not to exceed \$1,648,653.00.

DISCUSSION:

On May 12, 2015 bids were opened for the 2015 Asphalt Pavement Project and Angel Brothers Enterprises was the lowest bidder.

Funds will come from account 312-5501-00-9024 Asphalt Pavement Project.

Upon Council approval, and award letter will be sent to vendor and City Departments.

RECOMMENDATION:

Move to award the bid to Angel Brothers Enterprises for the 2015 Asphalt Pavement Project.

ATTACHMENTS:

- | | |
|------------|----|
| 1. Bld Tab | 4. |
| 2. | 5. |
| 3. | 6. |

Submitted by:

Brian
Smith

Digitally signed by Brian Smith
DN: cn=Brian Smith, o=City of Alvin, ou=PSF, c=US
Date: 2015.05.21 14:41:01 -05'00'

Department Head

Funds Available:

Junru
Roland

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Date: 2015.05.28 13:26:13 -05'00'

Finance Director

Approved as to Form:

Bobbi J
Kacz

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Date: 2015.05.21 15:37:40 -05'00'

City Attorney

Approved By:

Junru
Roland

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Date: 2015.05.28 13:26:33 -05'00'

City Manager

2015 Asphalt Pavement Project Bid Tabulation				Angel Brothers Enterprises, Ltd.		Asphalt Maintenance Inc.					
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total				
1	8" Asphalt Pavement Recycling with 2.5% Lime and 7.5% Fly Ash Complete in Place	S.Y.	63,605	\$11.00	\$699,655.00	\$15.30	\$973,156.50				
2	2" Type "D Asphalt Pavement Complete in Place	S.Y.	63,605	\$11.40	\$725,097.00	\$10.35	\$658,311.75				
3	Prime Coat Complete in Place	Gal.	15,901	\$1.00	\$15,901.00	\$3.00	\$47,703.00				
4	Traffic Control Complete in Place	L.S.	1	\$20,500.00	\$20,500.00	\$26,250.00	\$26,250.00				
5	Mobilization Complete in Place	L.S.	1	\$75,000.00	\$75,000.00	\$7,500.00	\$7,500.00				
6	Flexible Base Crushed Limestone Complete in Place	Ton	2,500	\$45.00	\$112,500.00	\$65.00	\$162,500.00				
TOTAL BID					\$1,648,653.00		\$1,875,421.25				

Prepared For

City of Alvin
 Gabe Simpson
 216 West Sealy
 Alvin, TX 77511
 gsimpson@cityhall.cityofalvin.com

Prepared By

Jason Oakes
 Phone: 979-297-1117
 Email: joakes@pccare-inc.com

Quote #: 2179

Contract Pricing – HCDE 13-068DG-30 | This price quotation is valid for HCDE/CP members in good standing.

Software		Price	Qty	Extended
	AppAssure - Software	\$12,295.97	1	\$12,295.97
	Includes Dell 3 Year Software maintenance and support			
Software Subtotal				\$12,295.97

Recap	Amount
Software	\$12,295.97
Total	\$12,295.97

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Payment terms for all orders over \$10,000 are 50% down, 40% upon equipment delivery, and 10% upon job completion unless otherwise specified. On quotes over \$500, the total price includes a cash/check discount of 4%.

Acceptance

City of Alvin

Signature: _____
 Printed Name: Gabe Simpson
 Title: _____
 Date: _____

PCCare, Inc.

Signature: _____
 Printed Name: Jason Oakes
 Title: Inside Sales
 Date: _____



AGENDA COMMENTARY

Discussion Date:

Approval Date: 06/04/2015

Submitted By: Junru Roland

SUBJECT:

Consider purchase of Backup/Recovery Appliance hardware and software for Disaster Recovery purposes from PC Care, in an amount not to exceed \$33,250.00.

DISCUSSION:

Currently, the city backs up its data to an external hard drive housed at City Hall. To safeguard the City's data in the event of a foreseen natural disaster, the IT Manager would have to unplug the external drives and take the hard drives with him to a secured location. With the the purchase of the backup/recovery appliance and software, the City would have a primary server kept at City Hall, where initial backups would be stored and subsequently duplicated to a secondary server -- housed in a secured data-center in Austin, Texas. To illustrate, if a tornado, hurricane, or rising flood waters destroy the primary server housed at City Hall, the City would have data duplicated to the secondary server -- that would be used to perform a restore job --re-importing all data into the replacement primary server. Funding for this backup/recovery appliance hardware and software will come from funds budgeted in the Computer Replacement and IT Maintenance Funds.

RECOMMENDATION:

Approve the purchase of backup/recovery appliance hardware and software for disaster recovery purposes at a cost not to exceed \$33,250.

ATTACHMENTS:

- | | |
|------------------|----|
| 1. PC Care Quote | 4. |
| 2. | 5. |
| 3. | 6. |

Submitted by:

Junru
Roland

Department Head

Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com,
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Date: 2015.05.28 13:28:15
-05'00'

Funds Available:

Junru
Roland

Finance Director

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of Alvin, ou=Finance Department,
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Date: 2015.05.28 13:28:25 -05'00'

Approved as to Form:

City Attorney

Approved By:

Junru
Roland

City Manager

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DN: cn=Junru Roland,
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o=City of Alvin, ou=Finance
Department, c=US
Date: 2015.05.28 15:11:49 -05'00'



PCCare, Inc.
 221 Parking Way
 Lake Jackson, TX 77566
 United States
 (979) 297-1117

Bill To:
City of Alvin Attn: Gabe Simpson 216 West Sealy Alvin, TX 77511

Date	Invoice
05/20/2015	72224
Account	
City of Alvin	

Terms	Due Date	PO Number	Reference
Due Upon Receipt	05/20/2015	2015001859	

Project Name	Order #1074: City of Alvin - AppAssure Quote 2177
Billing Type	Standard
Billing Method	Actual Rates
Original Downpayment	\$0.00
Company Name	City of Alvin
Company Name	Gabe Simpson
Ship to Address	216 West Sealy Alvin, TX 77511

	Work Type	Staff	Hours	Rate	Amount
Agreement Billable Time: Flex Time					
	In-Store Service	Dusty Park	2.50	75.00	\$187.50
	On-Site Service	Dusty Park	3.25	0.00	\$0.00
Total Services:					\$545.00

Products & Other Charges	Quantity	Price	Amount
Billable Products & Other Charges			
AppAssure - Software	1.00	\$12,295.97	\$12,295.97
DL4000 Backup and Recovery Appliance	1.00	\$18,542.16	\$18,542.16
Total Products & Other Charges:			\$30,838.13

Adjustments	Quantity	Amount
Covered by Agreement: Flex Time		
Services	(3.25)	(\$357.50)
Remaining Balance: 0.00		
Total Adjustments:		(\$357.50)

Make checks payable to PCCare, Inc.. Deposits are due immediately. All other invoices are to be paid by the due date. Client agrees to pay 1.5% per month of any past due balances, minimum late fee of \$10. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.	Invoice Subtotal:	\$31,025.63
	Sales Tax:	\$0.00
	Invoice Total:	\$31,025.63

Invoice Time Detail

Invoice Number: 72224
Company: City of Alvin

Charge To: City of Alvin Location: Main

Date	Staff	Agreement	Notes	Bill	Hours	Rate	Ext Amt
4/28/2015	Park, Dusty	Flex Time	Project Phase:Appassure Project Activity:Prep & Deliver Prepared the two DL4000's for delivery.	Y	2.50	75.00	\$187.50
8:00 AM - 10:30 AM							
4/28/2015	Park, Dusty	Flex Time	Project Phase:Appassure Project Activity:Prep & Deliver Delivered and set up the DL4000's. Installed them into the rack and joined the domain. We should be able to start backing up machines.	Y	3.25		
12:30 PM - 4:40 PM							

Invoice Time Total: **Billable Hours:** 5.75



AGENDA COMMENTARY

Discussion Date: 06/04/2015

Approval Date: 06/04/2015

Submitted By: D. Roberts

SUBJECT:

Consider moving the July 2, 2015 meeting to July 9, 2015; and the July 16, 2015 meeting to July 23, 2015; because of the July 4th holiday.

DISCUSSION:

RECOMMENDATION:

Move to approve changing the July 2, 2015 meeting to July 9, 2015; and the July 16, 2015 meeting to July 23, 2015; because of the July 4th holiday.

ATTACHMENTS:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Submitted by:

Dixie
Roberts

Digitally signed by Dixie Roberts
DN: cn=Dixie Roberts, o=City of
Alvin, ou=City Clerk,
email=droberts@cityofalvin.com,
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Department Head

Funds Available:

Finance Director

Approved as to Form:

Bobbi J
Kacz

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City Attorney

Approved By:

Junru
Roland

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City Manager