

# City of Alvin, Texas

Paul Horn, Mayor

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



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

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## ALVIN CITY COUNCIL AGENDA (Amended – Order of Agenda Items)

**THURSDAY, NOVEMBER 5, 2015**

**5:00 P.M. - WORKSHOP** (Downstairs Conference Room)

**7:00 P.M. - REGULAR MEETING**

(Council Chambers)

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

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

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NOTICE is hereby given of a **Workshop and Regular Meeting** of the **City Council** of the **City of Alvin, Texas**, to be held on **Thursday, November 5, 2015**. Workshop will begin at 5:00 p.m. in the Downstairs Conference Room; Regular meeting will begin at 7:00 p.m. in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

### **WORKSHOP AGENDA**

5:00 p.m. (Downstairs Conference Room)

1. **CALL TO ORDER**
2. **WORKSHOP ITEMS:**
  - A. Discuss Thoroughfare Plan.
  - B. Discuss Mustang Road project.
  - C. Discuss Shooting Range.
3. **ADJOURNMENT**

### **REGULAR MEETING AGENDA**

7:00 p.m. (City Council Chambers)

### **AGENDA**

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE**
3. **SPECIAL PRESENTATIONS**
  - A. Mayor to present a proclamation to the volunteers who helped with the Morgan Park Kaboom Playground Build.
4. **APPROVAL OF MINUTES**
  - A. Approve minutes of the October 1, 2015 City Council regular meeting.

**5. PETITIONS OR REQUESTS FROM THE PUBLIC****6. REPORTS FROM CITIZENS BOARDS, COMMISSIONS, AND COMMITTEES****7. PUBLIC HEARINGS** (NONE)**8. CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION:** An item(s) may be removed from the Consent Agenda for full discussion by the request of a member of Council.

A. Consider travel for Alternate Judge Bill Pannell to attend the Judges Training Conference in San Antonio, TX; January 5-7, 2016.

B. Consider travel for Alternate Judge Mike Merkel to attend the Judges Training Conference in Galveston, TX; February 7-9, 2016.

C. Consider travel of Presiding Judge Donna Starkey to attend the Municipal Traffic Safety Initiatives Conference in Dallas, TX; March 20-22, 2016.

**9. MATTERS REMOVED FROM CONSENT AGENDA****10. OTHER BUSINESS:**

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

A. Consider Ordinance 15-W; repealing the sales tax exemption on telecommunication services and applying the City's local sales tax to telecommunication services in accordance to Section 321.210 of the Texas Tax Code; first reading.

B. Consider Agreement for Beautification Services between the City of Alvin and Keep Alvin Beautiful (KAB) for FY16; and authorize City Manager to sign.

C. Consider replat for Heritage South, being a subdivision of 23.5179 acres (located at 1109 E. Highway 6 across from Joe's Banquet Center) recorded under document number 2015013352 of the Brazoria County Map Records, City of Alvin, Brazoria County, Texas.

D. Consider variance request from Palm Harbor Villages, Inc. to the outdoor storage requirement of Section 35-34(4) of the Code of Ordinances, for a manufactured home sales lot to be located at 1875 N. State Highway 35 Bypass (1.67 acres formerly used as a manufactured home sales lot by Kevin Murphy).

E. Consider Professional Services Agreement with Huitt-Zollars, Inc. in an amount not to exceed \$39,640 for architectural pre-design programming services to investigate and evaluate design options for a potential new City Hall building and a renovated existing City Hall building to provide the best value for the City; and authorize the City Manager to sign.

F. Consider Engineering Services Agreement with Ardurra Group LLC in the amount of \$730,000 and an appropriation of an additional \$36,500 for contingencies for engineering services related to the final design of the wastewater treatment plant optimization improvements phase II; and authorize the City Manager to sign.

- G. Consider Resolution 15-R-25; adopting the FY16 City of Alvin Investment policy; providing for an effective date, and setting forth other related matters.
- H. Consider Resolution 15-R-26; adopting the Multi-Hazard Mitigation Plan for the City of Alvin and including Brazoria County Conservation and Reclamation District #3 as a participating jurisdiction.
- I. Consider approval of Agreement between Brazoria County and the City of Alvin for the City to receive \$33,000 from the Community Development Block Grant (CDBG) for sidewalk and Americans with Disabilities Act (ADA) ramp improvements; and authorize the Mayor to sign.
- J. Consider purchase of a three-quarter ton truck from Silsbee Ford; through the State Buy Board Company; to be used by the Fire Department, in an amount not to exceed \$45,425.85.
- K. Consider Ordinance 15-Q; amending Chapter 2 Administration, Article II of the Code of Ordinances, Council Meeting provisions; first reading.
- L. Consider Ordinance 15-Z; amending Chapter 2 Administration, Article IIA of the Code of Ordinances, City Manager authority; first reading.
- M. Consider Ordinance 15-T; repealing Ordinance 12-L, whereby the City Council adopted the City of Alvin Travel Policy; first reading.
- N. Consider Ordinance 15-Y; amending the City's Purchasing Policy and Procedures Manual for the purpose of clarifying certain sections, updating provisions to comply with changes in the state law; and adopting the City of Alvin Purchasing Policy and Procedures Manual; first reading.
- O. Receive and acknowledge receipt of the financial and quarterly investment reports for September, 2015.

## **11. REPORTS FROM CITY MANAGER**

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

## **12. 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.

## **13. ADJOURNMENT**

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I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: [www.alvin-tx.gov](http://www.alvin-tx.gov), in compliance with Chapter 551, Texas Government Code on MONDAY, NOVEMBER 2, 2015 at 3:15 P.M.



  
\_\_\_\_\_  
Dixie Roberts, City Clerk

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

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



Office of the Mayor, City of Alvin, Texas

## *Proclamation*

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**WHEREAS,** in March, 2015 the Parks and Recreation Department applied for and received a playground grant through the non-profit organization KaBOOM!; and

**WHEREAS,** the City of Alvin is working to create resources to support healthier lifestyles including parks and playgrounds so community members have ample amenities for outdoor recreation; and

**WHEREAS,** more than 200 volunteers from the City of Alvin, Blue Cross and Blue Shield of Texas, Thelma Ley Anderson Family YMCA, KaBOOM!, and many other organizations and residents of the Alvin community gathered on Saturday, October 10, 2015 to build a new playground at Morgan Park in the City of Alvin. The new playground's design is based on drawings created by children who participated in a Design Day event in August, 2015; and

**WHEREAS,** members of the Alvin community are committed to building strong relationships through meaningful interactions and charitable contributions; and

**NOW, THEREFORE,** I, Mayor Paul A. Horn, as Mayor of the City of Alvin Texas and on behalf of the Alvin City Council do hereby declare Saturday, November 7, 2015 as the

## *Day of Play*

in Alvin, and urge citizens to join the City Council in thanking the Alvin Parks and Recreation Department, Blue Cross and Blue Shield of Texas, KaBOOM!, Thelma Ley Anderson Family YMCA, and the many volunteers who helped build a youth-inspired playground at Morgan Park.

**WITNESS** my hand and seal this  
5th day of November, 2015.

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Paul A. Horn, Mayor

**MINUTES  
CITY OF ALVIN, TEXAS  
216 W. SEALY STREET  
REGULAR CITY COUNCIL MEETING  
THURSDAY OCTOBER 1, 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, and Roger Stuksa.

Staff members present: Sereniah Breland, City Manager; Bobbi Kacz, City Attorney; Dixie Roberts, City Clerk; Junru Roland, Chief Financial Officer, Robert Lee, Police Chief; Brian Smith, Public Services Director; Dan Kelinske, Parks & Recreation Director, Larry Buehler, Economic Development Director, and Michelle Segovia, City Engineer.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

Ms. Roberts gave the invocation.

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

Council member Reed led the Pledge to the Texas Flag.

**SPECIAL PRESENTATIONS**

Mayor to present a proclamation declaring November 2-6, 2015 as Municipal Court Week.

Mayor Horn presented a proclamation to Judge Pannell and Municipal Court Clerk Sonya Cates declaring November 2-6, 2015 as Municipal Court Week.

Mayor to present a proclamation to Lyondellbasell Chemical Corporation.

Mayor Horn presented a proclamation to members of the Lyondellbassell Corporation thanking them for their donation of volunteer labor and landscape materials used to landscape the Alvin Depot.

Economic Development Update – Larry Buehler

Larry Buehler, Director of Economic Development gave a brief economic development update.

**APPROVAL OF MINUTES**

Approve minutes of the September 10, 2015 City Council special meeting.

Council member Arendell moved to approve the minutes of the September 10, 2015 special meeting. Seconded by Council member Droege; motion carried on a vote of 6 Ayes.

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

Council member Stuksa moved to approve the minutes of the September 17, 2015 regular meeting. Seconded by Council member Reed; motion carried on a vote of 6 Ayes.

**PETITIONS OR REQUESTS FROM THE PUBLIC**

**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 Ordinance 15-U; amending Chapter 25, Water and Sewers; by amending Article IX, Storm Water Quality; providing for a penalty; and setting forth other provisions related thereto; second reading.

Council member Droege moved to approve the consent agenda as presented. Seconded by Council member Adame; motion carried on a vote of 6 Ayes.

**MATTERS REMOVED FROM CONSENT AGENDA****OTHER BUSINESS:**

Consider a variance request from Eric Bateman to waive the sidewalk requirement of Sec. 21-42 of the Code of Ordinances, for the twelve lots (at the northwest corner of W. Willis Street and N. Sixth Street) within Block 43 of Easton's Addition.

*On September 9, 2015 the Engineering Department received a variance request from Mr. Eric Bateman, for a waiver to the sidewalk requirement of Section 21-42 of the City Code of Ordinances. Mr. Bateman and his business partner Mr. Todd Horman are proposing to build 12 homes on the previously platted lots in Block 43 of Easton's Addition Subdivision located at the northwest corner of the intersection of W. Willis and N. Sixth Street. As a condition of this development, a four foot wide concrete sidewalk is required to be constructed across all public street frontages. Mr. Bateman is requesting a waiver from the sidewalk requirement due to there being ditches along all street frontages, as well as, large trees along the Willis Street frontage causing the sidewalk to be placed 18'-20' from the edge of the road pavement and well into the front yards of the homes. The nearest existing sidewalks are approximately 5 blocks away along W. Adoue Street.*

*The City Planning Commission, after considerable discussion, unanimously denied this variance request on September 15, 2015. The Commission's primary reasons for denying the variance were the need for sidewalks in the area due to the amount of pedestrian traffic and the fact that the residents of the twelve new homes being constructed by Mr. Bateman would benefit from having a sidewalk in front of their homes.*

*The Engineering Department is currently working on a Sidewalk Master Plan that will be presented at a future meeting. On a previously considered matter of the same subject, Council agreed to postpone the sidewalk requirement until the Sidewalk Master Plan is enacted.*

*Even though the Planning Commission denied this variance request, the City's ordinance requires that the matter be brought before the City Council for council consideration.*

Discussion continued on the sidewalk installation requirements. Council discussed the creation and adoption of a sidewalk master plan. Ms. Breland stated that this master plan will begin with the Planning Commission and brought before City Council within the next three months. The consensus of the Council was to postpone the variance requests until the sidewalk master plan has been completed; at which time City Council will revisit the variance requests.

Council member Reed moved to postpone a variance request from Eric Bateman to waive the sidewalk requirement of Sec. 21-42 of the Code of Ordinances, for the twelve lots (at the northwest corner of W. Willis Street and N. Sixth Street) within Block 43 of Easton's Addition until the sidewalk master plan has been adopted. Seconded by Council member Richards; motion carried on a vote of 6 Ayes.

Consider a variance request from Michael Weeks, Broker/Owner of Weeks Realty & Investment, to waive the sidewalk requirement of Sec. 21-42 of the Code of Ordinances, for the 14 lots (at the northwest corner of W. Willis Street and N. Hill Street) within the Amended Plat of A.C. Wade's Addition.

*On August 31, 2015 the Engineering Department received a variance request from Mr. Michael Weeks, for a waiver to the sidewalk requirement of Section 21-42 of the City Code of Ordinances. Mr. Weeks is currently building 14 homes on the previously platted lots in the amended plat of A.C. Wade's Addition located at the northwest corner of the intersection of W. Willis and N. Hill Streets. As a condition of this development, a four foot wide concrete sidewalk is required to be constructed across all public street frontages. Mr. Weeks is requesting a waiver from the sidewalk requirement due to there being ditches along all street frontages, as well as, large trees along the Willis and Phillips Street frontages causing the sidewalk to be placed 20' from the edge of the road, well into the front yards of the homes. There are currently sidewalks on the south side of W. Willis Street across from these lots.*

*The City Planning Commission, after considerable discussion, unanimously denied this variance request on September 15, 2015. The Commission's primary reasons for denying the variance were the need for sidewalks in the area due to the amount of pedestrian traffic and the fact that the residents of the fourteen new homes being constructed by Mr. Weeks would benefit from having a sidewalk in front of their homes.*

*The Engineering Department is currently working on a Sidewalk Master Plan that will be presented at a future meeting. On a previously considered matter of the same subject, Council agreed to postpone the sidewalk requirement until the Sidewalk Master Plan is enacted.*

*Even though the Planning Commission denied this variance request, the City's ordinance requires that the matter be brought before the City Council for council consideration.*

Council member Reed moved to postpone the variance request from Michael Weeks, Broker/Owner of Weeks Realty & Investment, to waive the sidewalk requirement of Sec. 21-42 of the Code of Ordinances, for the 14 lots (at the northwest corner of W. Willis Street and N. Hill Street) within the Amended Plat of A.C. Wade's Addition until a sidewalk master plan has been adopted. Seconded by Council member Arendell; motion carried on a vote of 6 Ayes.

Consider Resolution 15-R-20; appointing a new Alvin Emergency Medical Services (EMS) Medical Director in accordance with Chapter 2, Article X of the Alvin Code of Ordinances.

*The Texas Department of State Health Services requires all EMS providers to retain the services of a board certified physician to act as their Medical Director. The Medical Director's role is to provide oversight and guidance regarding medical care and protocol development. Dr. Abel Longoria has served in this role with distinction since 2002. Due to increasing demands in other endeavors, Dr. Longoria is finding it more difficult to meet the time needed to continue to serve as our Medical Director. Aware of our situation, Dr. Safi Madain eagerly offered his services to the City of Alvin. After many conversations, the EMS staff agrees that Dr. Madain would be an excellent fit as the City's new Medical Director. Dr. Madain is a board certified Emergency Physician and is currently the Medical Director for Adult and Pediatric Emergency Services at Clear Lake Regional Medical Center. He is familiar with our staff and patient care abilities and is excited at the prospect of being the Medical Director for Alvin EMS. His willingness to provide medical guidance, follow-up patient care, and increased training will help Alvin EMS provide the best medical care possible to the community.*

Council member Arendell moved to approve Resolution 15-R-20; appointing a new Alvin Emergency Medical Services (EMS) Medical Director in accordance with Chapter 2, Article X of the Alvin Code of Ordinance appointing Dr. Safi Madain to serve as Medical Director including a \$6,000 yearly stipend. Seconded by Council member Reed; motion carried on a vote of 6Ayes.

Consider Resolution 15-R-22; approving the Utility Conveyance and Security Agreement accepting the water distribution, waste water collection and storm water facilities to serve Kendall Lakes, Section One, Section Two and Section Five; and authorize the Mayor to sign.

*This conveyance is part of the initial agreement dated Aug. 5, 2004, with the developer (Skymark). Skymark contracted with the City to obtain water supply and wastewater treatment services for their MUD district (Kendall Lakes). Developer provided for the construction and financing of the water and wastewater facilities to serve the MUD district.*

*These services (water supply and wastewater treatment services) are to be transferred to the City for ownership, operation, and maintenance after completion. The City will now have these facilities in their City System and shall bill and collect for services from its customers within the District. All revenues from these facilities shall be the property of the City.*

Council member Arendell moved to approve Resolution 15-R-22; approving the Utility Conveyance and Security Agreement accepting the water distribution, waste water collection and storm water facilities to serve Kendall Lakes, Section One, Section Two and Section Five; and authorize the Mayor to sign. Seconded by Council member Reed; motion carried on a vote of 6 Ayes.

Consider Resolution 15-R-23; designating one representative and one alternate representative to the Houston-Galveston Area Council (H-GAC) General Assembly for 2016.

*H-GAC's bylaws provide that each Home Rule city member with a population under 25,000 as of the last (2010) Federal Census, is entitled to designate one representative and one alternate to serve on the H-GAC General Assembly. The names of the representatives appointed by City Council must be submitted to H-GAC no later than October 10, 2015. Resolution 14-R-35 was adopted on October 2, 2014 designating Council member Adame to serve as representative and Council member Thompson as the alternate for 2015.*

Council member Reed moved to approve Resolution 15-R-23; designating Council member Arendell to serve as the representative and Council member Richards to serve as the alternate representative to the Houston-Galveston Area Council (H-GAC) General Assembly for 2016. Seconded by Council member Adame; motion carried on a vote of 6 Ayes.

Consider Resolution 15-R-24; nominating candidate(s) for a position on the Board of Directors of the Brazoria County Appraisal District.

*This resolution is to nominate a candidate(s) to serve on the Brazoria County Appraisal Districts (BCAD) Board of Directors. Cities, school districts, and counties may nominate one or more persons to serve on the Board. The board is composed of five members who serve two-year terms, all of which expire December 31, 2015. Nominations must be made by resolution and received by the Chief Appraiser by October 15, 2015. In December, City Council will cast votes for various nominees by resolution. The Chief Appraiser will then count the votes, declare the results, and notify the five candidates who received the largest vote totals before December 31, 2015.*

*In 2013 the City of Alvin nominated and cast their votes for William Hasse. Mr. Hasse serves as a current member of the Board. Mayor Horn contacted Mr. Hasse, he does not wish to continue his service. However, Mr. Tommy King has expressed interest in submitting his name for nomination. Mayor Horn is making contact with Mr. King. Staff is not aware of any other interests.*

Council member Arendell moved to approve Resolution 15-R-24; nominating Tommy King for a position on the Board of Directors of the Brazoria County Appraisal District. Seconded by Council member Reed; motion carried on a vote of 6 Ayes.

Consider award of bid to Petroleum Traders for FY16 vehicle and equipment fuel for city vehicles and equipment, and approve a one (1) year agreement with an option to renew for one (1) year with the same terms and conditions; and authorize the City Manager to sign.

*The Public Services Department is responsible for providing fuel for the City's vehicles and equipment. In FY15, the City purchased \$222,877.63 in unleaded and diesel fuel from Petroleum Traders. For FY16 Public Services projects a need to purchase approximately \$250,000 worth of fuel. The City competitively bid out the purchase of fuel for FY16 needs. Bids were opened on September 1, 2015 after bidding documents were made available through newspaper advertisement and electronic mail. Petroleum Traders was the lowest bidder at \$+0.0019 per gallon for unleaded gasoline and +0.0128 per gallon for diesel fuel based on Oil Price Information Services (OPIS) Daily Rack Average. Petroleum Traders currently holds the agreement for Motor Vehicle & Equipment Fuel and staff is satisfied with their services. The Motor Vehicle & Equipment Fuel agreement is for one (1) year with an option to renew for one (1) year with the same terms and conditions.*

Council member Adame moved to award bid to Petroleum Traders for FY16 vehicle and equipment fuel for city vehicles and equipment, and approve a one (1) year agreement with an option to renew for one (1) year with the same terms and conditions; and authorize the City Manager to sign. Seconded by Council member Stuksa; motion carried on a vote of 6 Ayes.

Consider the annual renewal of the Government Service Administration (GSA) Federal Supply Schedule Blanket Purchase Agreement with Verizon Wireless for cellular services in an amount not to exceed \$49,300; and authorize the City Manager to sign the GSA-Federal Supply Schedule Purchase Order.

*A Blanket Purchase Agreement is a simplified method of filling anticipated repetitive needs for supplies or services by establishing charge accounts with qualified sources of supply. The City's current contract with Verizon Wireless includes a provision for the City to participate in the General Service Administration Federal Supply Program. This program enables the city to purchase Verizon Wireless products and services at a negotiated discount rate.*

*The proposed Verizon Wireless GSA Federal Supply Schedule Blanket Purchase Agreement commences on October 1, 2015 and ends September 30, 2016; and would allow the City to purchase up to \$49,300 in cellular products and services. The FY16 maximum allowance (\$49,300) is based on the City's estimated number of access lines and equipment charges. The City currently has 78 units and this would allow for a maximum of 85 units. Early termination fees are waived if the City reduces the amount of equipment or services. For FY15 the maximum allowance was \$66,000.*

Council member Reed moved to approve the annual renewal of the Government Service Administration (GSA) Federal Supply Schedule Blanket Purchase Agreement with Verizon Wireless for cellular services in an amount not to exceed \$49,300; and authorize the City Manager to sign the GSA-Federal Supply Schedule Purchase Order. Seconded by Council member Arendell; motion carried on a vote of 6 Ayes.

Consider waiving the requirement in Chapter 2 Article II Section 2-21 of the Code of Ordinances that requires City Council to hold two (2) regular meetings each month, cancelling the regular City Council meeting scheduled for October 15, 2015; or reschedule the October 15, 2015 meeting for Thursday, October 22, 2015.

*The Brazoria County Fair will be held October 9-17, 2015. Several members of City Council are actively involved in the week long festivities. City Council is scheduled to meet in regular session on October 15, 2015. In order to circumvent a lack of a quorum, staff requests to either cancel the 2nd meeting in October, or move the October 15th meeting to October 22nd. City Council has held a meeting/special session or workshop every Thursday since July 23, 2015.*

*In order to cancel a meeting, City Council must waive the requirement in Chapter 2 Article II Section 2-21 of the Code of Ordinances that requires two regular City Council meetings each month. The next regular meeting is scheduled for Thursday, November 5, 2015. There are no pressing items for consideration that cannot be postponed until the November 5th meeting.*

Council member Arendell moved to approve waiving the requirement in Chapter 2 Article II Section 2-21 of the Code of Ordinances that requires City Council to hold two (2) regular meetings each month, cancelling the regular City Council meeting scheduled for October 15, 2015. Seconded by Council member Reed; motion to approve carried on a vote of 4 Ayes; with Council member Adame and Council member Richards voting No.

## REPORTS FROM CITY MANAGER

Review preliminary list of items for next Council meeting.

Ms. Breland reviewed the preliminary list for the November 5, 2015 City Council meeting.

Items of Community Interest.

Mrs. Roberts reviewed items of community interest.

**REPORTS FROM COUNCIL MEMBERS**

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

Announcements and requests from Council members.

Council member Reed reminded everyone of the homecoming festivities scheduled for this weekend.

Council member Arendell asked when the Old Galveston Road bridge will re-open. Ms. Segovia stated that the bridge would tentatively open next Friday.

Council member Droege encouraged everyone to participate in the Playground Build on Saturday, October 10. He also encouraged everyone to support those involved in the upcoming Brazoria County Fair.

Council member Adame stated that the Battle of Highway 6, sponsored by the Alvin Noon's Day Lion Club, will be held on Tuesday, October 13<sup>th</sup> at the Knights of Columbus Hall at 11:30 a.m.

Mayor Horn encouraged all to attend the State of the City Address on Tuesday, October 20<sup>th</sup>.

**ADJOURNMENT**

Council Member Richards moved to adjourn the meeting at 8:00 p.m. Seconded by Council Member Droege; motion carried on a vote of 6 Ayes.

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

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

**MINUTES  
CITY OF ALVIN, TEXAS  
CITY PLANNING COMMISSION  
September 15, 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; Darrell Dailey, Secretary; Santos Garza; Randy Reed; Chris Hartman; Robin Revak-Golden; and Sussie Sutton. Also present were staff members Shana Church, Administrative Assistant and Michelle Segovia, City Engineer. Absent was Martin Vela.

**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 August 18, 2015.**

Commission Member Randy Reed motioned to approve the minutes of the regular Planning Commission meeting of August 18, 2015. Seconded by Chris Hartman, the motion carried on a vote of 7 ayes and 0 nays.

**4. Consider a variance request from Michael Weeks, Broker/Owner of Weeks Realty & Investment, to waive the sidewalk requirement of Sec. 21-42 of the Code of Ordinances, for the 14 lots (at the northwest corner of W. Willis Street and N. Hill Street) within the Amended Plat of A.C. Wade's Addition.** City Engineer recommends the variance request from Michael Weeks for discussion and approval. Commission Member Reed motioned to deny the request. Seconded by Member Hartman, the motion carried on a vote of 7 Ayes, 0 Nays.

**5. Consider a variance request from Eric Bateman to waive the sidewalk requirement of Sec. 21-42 of the Code of Ordinances, for the twelve lots (at the northwest corner of W. Willis Street and N. Sixth Street) within Block 43 of Easton's Addition.** City Engineer recommends the variance request from Eric Bateman for discussion and approval. Commission Member Reed motioned to deny the request. Seconded by Member Garza, the motion carried on a vote of 7 Ayes, 0 Nays.

**6. Reports or Requests from Commission Members.**

Sussie Sutton left the meeting at 6:30. Darrell Dailey informed everyone about a scam going around. Randy Reed discussed a pile of trash behind the shopping center at 2625 S. Bypass 35. Chris Hartman commended the City for clearing the sidewalks on Kost Street in a timely manner. Charles Buckelew discussed a call he received from a citizen about building a commercial building on Highway 6.

Motioned to Approve/ Deny / Table. Seconded by \_\_\_\_\_ the motion carried on a vote of \_\_\_\_\_ Ayes and Nays cast by \_\_\_\_\_

**8. Staff Report and Update.**

Michelle Segovia hopes next month to bring forward a Sidewalk Plan.

**9. Items for the Next Meeting.**

Michelle Segovia stated she has a few things out on review; two sections of Kendall Lakes and the Sidewalk Plan.

**10. Adjournment.**

Commission Member Darrell Dailey motioned to adjourn the meeting, seconded by Member Chris Hartman. The motion carried on a vote of 6 ayes. The meeting ended at 6:37pm.

Motioned to Approve/ Deny / Table. Seconded by \_\_\_\_\_ the motion carried on a vote of \_\_\_\_\_ Ayes and Nays cast by \_\_\_\_\_



# AGENDA COMMENTARY

**Meeting Date:** 11/5/2015

**Department:** Municipal Court

**Contact:** Junru Roland, Asst. City Manager

**Agenda Item:** Consider travel for Alternate Judge Mike Merkel to attend the Judges Training Conference in Galveston, TX; February 7-9, 2016.

**Type of Item:**  Ordinance 1<sup>st</sup> Reading  Ordinance 2<sup>nd</sup> Reading  Resolution  Public Hearing  Discussion & Direction

**Summary:** Municipal Court Judges are required to obtain continuing education credits to stay current on the latest judicial laws and practices related to the municipal court system. In February, 2016, the Texas Municipal Courts Education Center is offering training courses for municipal judges; in which continuing education credits may be obtained. Because enrollment is limited for this conference, it is recommended that participants register early.

Per the City's current travel policy, advanced approval from the City Council is required prior to any travel/training of the City's Municipal Court Judges.

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

**Account Number:**  124-2502-00-3170  **Amount:**  \$150 (Registration and Housing)

**Legal Review Required:** N/A \_\_\_ Required  X  Date Completed:  10/21/2015

**Supporting documents attached:**

- Texas Municipal Courts Education Center Registration Form
- Texas Municipal Courts Education Center Judges Program registration information.

**Recommendation:** Move to authorize travel for Alternate Judge Mike Merkel to attend the Judges Training Conference in Galveston, Texas; February 7-9, 2016.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager



# AGENDA COMMENTARY

**Meeting Date:** 11/5/2015

**Department:** Municipal Court

**Contact:** Junru Roland, Asst. City Manager/CFO

**Agenda Item:** Consider travel for Alternate Judge Bill Pannell to attend the Judges Training Conference in San Antonio, TX; January 5-7, 2016.

**Type of Item:**  Ordinance 1<sup>st</sup> Reading  Ordinance 2<sup>nd</sup> Reading  Resolution  Public Hearing  Discussion & Direction

**Summary:** Municipal Court Judges are required to obtain continuing education credits to stay current on the latest judicial laws and practices related to the municipal court system. In January, 2016, the Texas Municipal Courts Education Center is offering training courses for municipal judges; in which continuing education credits may be obtained. Because enrollment is limited for this conference, it is recommended that participants register early.

Per the City's current travel policy, advanced approval from the City Council is required prior to any travel/training of the City's Municipal Court Judges.

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

**Account Number:** 124-2502-00-3170 **Amount:** \$150 (Registration and Housing)

**Legal Review Required:** N/A \_\_\_ Required X Date Completed: 10/21/2015

**Supporting documents attached:**

- Texas Municipal Courts Education Center Registration Form
- Texas Municipal Courts Education Center Judges Program registration information.

**Recommendation:** Move to authorize travel of Alternate Judge Bill Pannell to attend the Judges Training Conference in San Antonio, Texas; January 5-7, 2016.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

**TEXAS MUNICIPAL COURTS EDUCATION CENTER  
FY16 REGISTRATION FORM:**

**Regional Judges & Clerks Seminar, Court Administrators, Bailiffs & Warrant Officers, Level III Assessment  
Clinic, Traffic Safety, and Mental Health Summit**

Conference Date: 1/5/16 - 1/7/16  
Check one:

Conference Site: Omni San Antonio

- Non-Attorney Judge (\$50)
- Attorney Judge not-seeking CLE credit (\$50)
- Attorney Judge seeking CLE credit (\$150)
- Regional Clerks (\$50)

- Traffic Safety Conference - Judges & Clerks (\$50)
- Level III Assessment clinic (\$100)
- Court Administrators Seminar (\$100)
- Bailiff/Warrant Officer (\$100)

By choosing TMCEC as your MCLE provider, attorney-judges help TMCA pay for expenses not covered by the Court of Criminal Appeals grant. Your voluntary support is appreciated. The CLE fee will be deposited into the grantee's private fund account to cover expenses unallowable under grant guidelines, such as staff compensation, membership services, and building fund.

Name (please print legibly): Last Name: Pannell First Name: Bill MI: \_\_\_\_\_  
 Names you prefer to be called (if different): \_\_\_\_\_ Female/Male: Male  
 Position held: Associate Judge Date appointed/hired/elected: \_\_\_\_\_ Are you also a mayor?: No  
 Emergency contact (Please include name and contact number): LUCY Pannell (832) 221-7807

**HOUSING INFORMATION - Note: \$50 a night single room fee**

TMCEC will make all hotel reservations from the information you provide on this form. TMCEC will pay for a double occupancy room at all regional judges and clerks seminars. To share with a specific seminar participant, you must indicate that person's name on this form.

I request a private room (\$50 per night : 2 # of nights x \$50 = \$ 100). TMCEC can only guarantee a private room, type of room (queen, king, or 2 double beds\*) is dependent on hotels availability. Special Request: \_\_\_\_\_

I request a room shared with a seminar participant. Room will have 2 double beds. TMCEC will assign roommate or you may request roommate by entering seminar participant's name here: \_\_\_\_\_

I do not need a room at the seminar.

**Hotel Arrival Date (this must be filled out in order to reserve a room):** 1/5/16

\*If you bring a companion with you to stay in the hotel, the hotel reserves the right to charge an additional fee.

Municipal Court of: Alvin Email Address: Scates@cityofalvin.com  
 Court Mailing Address: 216 West Sealy St. City: Alvin Zip: 77511  
 Office Telephone #: 281-388-4250 Court #: \_\_\_\_\_ Fax: 281-331-6646  
 Primary City Served: Alvin Other Cities Served: \_\_\_\_\_

\*Bailiffs/Warrant Officers: Municipal judge's signature required to attend Bailiffs/Warrant Officers' program.

Judge's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 DOB: \_\_\_\_\_ TCOLE PID # \_\_\_\_\_

I have read and accepted the cancelation policy, which is outlined in full on page 10-11 of the Academic Catalog and under the Registration section of the website, www.tmcec.com. Full payment is due with the registration form. Registration shall be confirmed only upon receipt of the registration form (with all applicable information completed) and full payment of fees.

[Signature] Participant Signature (may only be signed by participant) \_\_\_\_\_ Date \_\_\_\_\_

**PAYMENT INFORMATION:**

Registration/CLE Fee: \$ 50 + Housing Fee: \$ 100 = Amount Enclosed: \$ 150

Check Enclosed (Make checks payable to TMCEC.)  
 Credit Card

Credit Card Payment:

Credit card type:	Amount to Charge:	Credit Card Number	Expiration Date
<input type="checkbox"/> MasterCard	\$ _____	_____	_____
<input type="checkbox"/> Visa	Name as it appears on card (print clearly): _____		
	Authorized signature: _____		

Please return completed form with payment to TMCEC at 2210 Hancock Drive, Austin, TX 78756, or fax to 512.435.6118.



# AGENDA COMMENTARY

**Meeting Date:** 11/5/2015

**Department:** Municipal Court

**Contact:** Junru Roland, Asst. City Manager/CFO

**Agenda Item:** Consider travel for Presiding Judge Donna Starkey to attend the Municipal Traffic Safety Initiatives Conference in Dallas, TX; March 20-22, 2016.

**Type of Item:**  Ordinance 1<sup>st</sup> Reading  Ordinance 2<sup>nd</sup> Reading  Resolution  Public Hearing  Discussion & Direction

**Summary:** Municipal Court Judges are required to obtain continuing education credits to stay current on the latest judicial laws and practices related to the municipal court system. In March, 2016, the Texas Municipal Courts Education Center is offering a Municipal Traffic Safety Initiatives Conference for Municipal Judges, clerks, prosecutors, and juvenile case managers in which continuing education credits may be obtained. Because enrollment is limited for this conference, it is recommended that participants register early.

Per the City's current travel policy, advanced approval from the City Council is required prior to any travel/training of the City's Municipal Court Judges.

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

**Account Number:** 124-2502-00-3170 **Amount:** \$150 (Registration and Housing)

**Legal Review Required:** N/A \_\_\_ Required X Date Completed: 10/21/2015

**Supporting documents attached:**

- Texas Municipal Courts Education Center Registration Form
- Municipal Traffic Safety Initiatives Conference flier

**Recommendation:** Move to authorize travel for Presiding Judge Donna Starkey to attend the Municipal Traffic Safety Initiatives Conference in Dallas, Texas; March 20-22, 2016.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

**TEXAS MUNICIPAL COURTS EDUCATION CENTER  
FY16 REGISTRATION FORM:**

**Regional Judges & Clerks Seminar, Court Administrators, Bailiffs & Warrant Officers, Level III Assessment  
Clinic, Traffic Safety, and Mental Health Summit**

Conference Date: 3/20/16 - 3/22/16 Conference Site: Omni Dallas at Park West

Check one:

- Non-Attorney Judge (\$50)
- Attorney Judge not-seeking CLE credit (\$50)
- Attorney Judge seeking CLE credit (\$150)
- Regional Clerks (\$50)

- Traffic Safety Conference - Judges & Clerks (\$50)
- Level III Assessment clinic (\$100)
- Court Administrators Seminar (\$100)
- Bailiff/Warrant Officer (\$100)

By choosing TMCEC as your MCLE provider, attorney-judges help TMCA pay for expenses not covered by the Court of Criminal Appeals grant. Your voluntary support is appreciated. The CLE fee will be deposited into the grantee's private fund account to cover expenses unallowable under grant guidelines, such as staff compensation, membership services, and building fund.

Name (please print legibly): Last Name: Starkey First Name: Donna MI: \_\_\_\_\_  
 Names you prefer to be called (if different): \_\_\_\_\_ Female/Male: Female  
 Position held: Presiding Judge Date appointed/hired/elected: \_\_\_\_\_ Are you also a mayor?: No  
 Emergency contact (Please include name and contact number): Glen Starkey 281-331-7675

**HOUSING INFORMATION - Note: \$50 a night single room fee**

TMCEC will make all hotel reservations from the information you provide on this form. TMCEC will pay for a double occupancy room at all regional judges and clerks seminars. To share with a specific seminar participant, you must indicate that person's name on this form.

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I request a room shared with a seminar participant. Room will have 2 double beds. TMCEC will assign roommate or you may request roommate by entering seminar participant's name here: \_\_\_\_\_

I do not need a room at the seminar.

Hotel Arrival Date (this must be filled out in order to reserve a room): 3/20/16

\*If you bring a companion with you to stay in the hotel, the hotel reserves the right to charge an additional fee.

Municipal Court of: Alvin Email Address: DStarkey@CityofAlvin.com  
 Court Mailing Address: 216 West Sealy St City: Alvin Zip: 77511  
 Office Telephone #: 281-388-4250 Court #: \_\_\_\_\_ Fax: 281-331-6646  
 Primary City Served: Alvin Other Cities Served: \_\_\_\_\_

\*Bailiffs/Warrant Officers: Municipal judge's signature required to attend Bailiffs/Warrant Officers' program.

Judge's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 DOB: \_\_\_\_\_ TCOLE PID # \_\_\_\_\_

I have read and accepted the cancelation policy, which is outlined in full on page 10-11 of the Academic Catalog and under the Registration section of the website, www.tmcec.com. Full payment is due with the registration form. Registration shall be confirmed only upon receipt of the registration form (with all applicable information completed) and full payment of fees.

[Signature] Participant Signature (may only be signed by participant) \_\_\_\_\_ Date \_\_\_\_\_

**PAYMENT INFORMATION:**  
 Registration/CLE Fee: \$ 50. + Housing Fee: \$ 100. = Amount Enclosed: \$ 150.  
 Check Enclosed (Make checks payable to TMCEC.)  
 Credit Card  
 Credit Card Payment:  
 Credit card type: \$ \_\_\_\_\_ Amount to Charge: \_\_\_\_\_ Credit Card Number \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 MasterCard  
 Visa Name as it appears on card (print clearly): \_\_\_\_\_  
 Authorized signature: \_\_\_\_\_

Please return completed form with payment to TMCEC at 2210 Hancock Drive, Austin, TX 78756, or fax to 512.435.6118.

# Municipal Traffic Safety Initiatives Conference



*This conference is funded in part by a TxDOT grant.*

**March 20-22, 2016 (Su-M-T)**

Omni Dallas at Park West  
1590 Lyndon B. Johnson Fwy  
Zip Code: 75234  
972.869.4300

**Register by: February 19, 2016**

In March 2016, TMCEC will be offering a three-day Municipal Traffic Safety Initiatives Conference with funding from the Texas Department of Transportation (TxDOT). Municipal judges, clerks, prosecutors, and juvenile case managers are invited to attend. This is a unique conference featuring traffic safety awards and an opportunity to collaborate with other cities, vendors, and traffic safety specialists. Municipal courts that make traffic safety a local priority truly make a difference. For conference veterans and newcomers alike, this conference aims to be a call to action while providing the tools necessary for implementation.



**Enrollment is limited** to 175 eligible participants. Please register early to guarantee your place in the program. Space is limited. Participants who have already attended or plan to attend a TMCEC regional conference, may also attend this program at their own expense. TMCEC is seeking representation from all areas of the state. A limited number of city officials (mayor, council person, or city manager), if accompanied by a municipal judge or clerk, may attend and will be provided with two nights housing and conference meals and materials (\$100 registration fee). Late registrants will be allowed to attend only if space is available. The registration fee is \$50 for municipal judges and court personnel. Attendance at this conference fulfills the mandatory judicial education requirements for judges and attorney judges can receive free CLE credit.

Participants should bring sufficient funds for dinner each evening, for meals while traveling, and for incidental expenses. Those attending will receive two night's accommodations (double) at the Omni Dallas Hotel at Park West, at no charge if sharing with another participant; however, the hotel will expect a credit card or cash deposit for telephone calls, meals charged to the room, and movies. A single private room may be requested at a rate of an extra \$50 per night.

## How Can You Get Most of Your Expenses Covered?

Municipal Traffic Safety Initiatives Award recipients will be recognized at this conference and selected courts will receive, for two municipal court representatives, complimentary conference registration, travel to and from the Traffic Safety Conference including airfare or mileage that is within state guidelines, two night's accommodations at the beautiful Omni Dallas Hotel at Park West, and most meals and refreshments. To find out how your court can be selected to receive this honor, go to: [www.tncec.com](http://www.tncec.com), Municipal Traffic Safety Initiatives.

The conference agenda will be released in December 2015. You may also look on the TMCEC website at [www.tncec.com](http://www.tncec.com) and click on the Municipal Traffic Safety Initiatives graphic for more information.



For additional information, contact TMCEC  
(800.252.3718 or [tncec@tncec.com](mailto:tncec@tncec.com)).

# TMCEC Judges Programs

Recognizing that the individual needs of municipal judges and their courts vary, the Center is pleased to offer judges the following programs:

- New, Non-Attorney Judges Seminars (32 hours)
- TMCEC/TxDOT Traffic Safety Conference (up to 16 hours)
- Regional Conferences (up to 16 hours)
- Impaired Driving Symposium (up to 8 hours)
- Mental Health Summit (up to 16 hours)

## New Non-Attorney Judges Seminar

Designed for new non-attorney judges, these conferences are 32 to 35 hours in length and last five days. Programs start at 1:00 p.m. on Monday and conclude on Friday at noon. The Rules of Judicial Education require that all municipal judges who are not licensed by the State Bar of Texas attend 32 hours of TMCEC judicial training within one year of the date of their appointment or election. Registration for each is limited to a first-come, first-served basis. Admission is limited to new non-attorney municipal judges. Non-attorney municipal judges who have been inactive for more than two consecutive academic years

eight hours must complete all eight hours on Day Two of the program from 8:00 a.m. - 5:00 p.m. Judges with two years of judicial education completed may still complete the entire 16 hour requirement at one regional seminar by attending the entire seminar, or they could choose to complete 12 hours of in-person education at the seminar by attending Day Two and either Day One or Day Three.

The agenda for the regional conference will be available online at [www.tmcec.com](http://www.tmcec.com) by September 1, 2015. The registration fee is \$50, or \$100 for registration and single housing for one night, or \$150 for registration and single housing for two nights.

**Special Topic Session:** We are pleased to announce a special course of sessions pertaining to Guns and Gun Laws to generally be held from 1:00-5:00 p.m. on the first day of the regional conferences. Several pieces of legislation came out of the 84th Legislature regarding guns and gun licenses. This session will examine the updated gun laws and include a court security session on surviving an active shooter. This program is designed for both judges and clerks. (Note: In two cities, the session will be held as the final portion of the seminar. In Addison it will be March 9, 2016, and in South Padre Island it will be held on May 3, 2016).

## Registration and CLE Fees

The TMCA/TMCEC Board of Directors has adopted a policy to charge a mandatory \$50 registration fee for regional judges and clerks programs. This fee became effective September 1, 2006. In addition, the board adopted a \$100 fee that will only apply to attorney judges who wish to receive CLE credit for their attendance at TMCEC programs. This fee became effective September 1, 2006. This fee is deposited in the TMCEC/TMCA private fund account and used for expenditures not allowed by the Texas Court of Criminal Appeals (compensation, membership services, and building fund). Both fees apply in FY 16 as well. If you do not wish to seek CLE credit from TMCA, you can obtain it from another provider or claim the judicial exemption.

**December 7-11, 2015**

**Omni Southpark**

4140 Governor's Row

Austin, Texas 78744

512.448.2222

Register by:

November 6, 2015

**July 11-15, 2016**

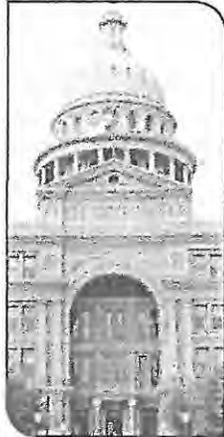
**Omni Southpark**

4140 Governor's Row

Austin, Texas 78744

512.448.2222

Register by: June 10, 2016



are required to repeat the new judges program. Participants must be appointed to office prior to registration. The registration fee is \$200.

Mayors are only eligible to attend this program in limited instances where a general-law municipality has activated its court, but has not created the position of municipal judge (including presiding, associate, alternate, or substitute judge). Mayors serving as the *ex officio* judge must request an affidavit from TMCEC and submit it prior to registration.

## Regional Judges Seminar

For all attorney judges and non-attorney judges who have previously completed the new judges conference, the regional judges conference offers 16 hours of education designed to address a broad range of issues which are applicable to courts of all sizes.

After judges have completed at least two years of required judicial education through TMCEC, municipal judges must complete at least eight hours of continuous in-person presentation but may complete the remaining eight hours through in-person presentation, approved online education, or any combination of approved in-person events and online education. Judges who choose to complete the minimum of

### I am an Attorney Judge, must I pay the fee?

There are notable exemptions from the \$100 fee. For example, if attorney judges take the judicial exemption or do not need or want the CLE credit, they will not pay the \$100 fee. Should judges choose to take the judicial exemption from the State Bar MCLE reporting requirements, they will still receive judicial education credit. Further, any member of the State Bar of Texas who is 70 years of age or older is exempt from MCLE requirements. If they are not reporting MCLE hours to the State Bar of Texas, they would not be required to pay the \$100 fee to TMCEC as the hours would not be reported.

### How do I pay the fees?

The fees are payable to the Texas Municipal Courts Education Center by check or credit card with your registration form. TMCEC cannot register you until payment has been received. Online registrations and payments are also available.



## Justices of the Peace

Justices of the peace (non-lawyers) who are appointed to the municipal court bench must attend a TMCEC new judge school within one year of appointment (32 hours). Those who are licensed by the State Bar of Texas must attend a TMCEC regional conference within one year of appointment (16 hours).

## The Waiver Process

If a judge is unable to complete the mandatory 16 hours of judicial education within the academic year (September 1, 2015 - August 31, 2016), he or she may request a waiver from the Municipal Courts Education Committee. A form to make this request can be obtained from the TMCEC office (800.252.3718) or online. The Committee typically reviews requests for waivers in September after the end of the academic year. If an emergency situation has occurred and is well-documented in the request for a waiver, the Committee may grant a conditional waiver that will require the judge to attend two conferences (one at his or her own expense) in the next year. Only in rare cases is an unconditional waiver granted. More often, waivers are denied. If a waiver is denied, the judge's name is sent to the State Commission on Judicial Conduct. It is highly recommended that judges not wait until the summer to attend a judicial education program. With 10 regional programs, the Mental Health Summit, the Impaired Driving Symposium, and the TMCEC/TxDOT Traffic Safety Conference being held this year, it is unlikely that the Committee will view requests for either unconditional or conditional waivers with any leniency.

The grant only provides sufficient funding for judges and clerks to attend one TMCEC program a year. Judges and clerks may attend a second TMCEC program at their own expense. There is **no longer** an exception to this policy for judges who serve as their own clerks (and do not have deputy clerks). They may attend a regional clerk program in the same year at their own expense if space permits. The cost of a conference (housing, meals, and course materials) paid by the grant is typically at least \$300 a person at each regional conference.



*Limited Enrollment:  
Register early!*

<p>October 28-30, 2015 (W-Th-F) Tyler Register by: 9/25/15</p>	<ul style="list-style-type: none"> <li>• For attorney and non-attorney judges</li> <li>• Special Topic Session: <i>Guns and Gun Laws</i></li> </ul>	<p>Holiday Inn Select 5701 South Broadway Zip Code: 75703 903.561.5800</p>
<p>November 8-10, 2015 (Su-M-T) Austin Register by: 10/9/15</p>	<ul style="list-style-type: none"> <li>• For attorney and non-attorney judges</li> <li>• Special Topic Session: <i>Guns and Gun Laws</i></li> </ul>	<p>Omni Southpark 4140 Governor's Row Zip Code: 78744 512.448.2222</p>
<p>January 5-7, 2016 (T-W-Th) San Antonio Register by: 12/4/15</p>	<ul style="list-style-type: none"> <li>• For attorney and non-attorney judges</li> <li>• Special Topic Session: <i>Guns and Gun Laws</i></li> </ul>	<p>Omni San Antonio 9821 Colonnade Blvd. Zip Code: 78230 210.691.8888</p>
<p>February 7-9, 2016 (Su-M-T) Galveston Register by: 1/8/16</p>	<ul style="list-style-type: none"> <li>• For attorney and non-attorney judges</li> <li>• Special Topic Session: <i>Guns and Gun Laws</i></li> </ul>	<p>San Luis Resort 5222 Seawall Blvd. Zip Code: 77551 409.744.1500</p>
<p>February 14-16, 2016 (Su-M-T) Houston Register by: 1/15/16</p>	<ul style="list-style-type: none"> <li>• For attorney and non-attorney judges</li> <li>• Special Topic Session: <i>Guns and Gun Laws</i></li> </ul>	<p>Omni Hotel at Westside 13210 Katy Freeway Zip Code: 77079 281.558.8338</p>
<p>March 7-9, 2016 (M-T-W) Addison Register by: 2/8/16 NOTE: Monday is registration only, no classes.</p>	<ul style="list-style-type: none"> <li>• For attorney and non-attorney judges</li> <li>• Special Topic Session: <i>Guns and Gun Laws</i></li> </ul>	<p>Crowne Plaza Addison 14315 Midway Rd. Zip Code: 75001 972.980.8877</p>
<p>See also page 18 for Traffic Safety Conference, March 20-22, 2016</p>		
<p>April 11-13, 2016 (M-T-W) Lubbock Register by: 3/11/16</p>	<ul style="list-style-type: none"> <li>• For attorney and non-attorney judges</li> <li>• Special Topic Session: <i>Guns and Gun Laws</i></li> </ul>	<p>Overton Hotel 2322 Mac Davis Ln. Zip Code: 79401 806.776.7000</p>
<p>May 1-3, 2016 (Su-M-T) S. Padre Island Register by: 4/1/16 NOTE: For Attorney Judges. Sunday is registration only, no class.</p>	<ul style="list-style-type: none"> <li>• For attorney judges</li> <li>• Special Topic Session: <i>Guns and Gun Laws</i></li> </ul>	<p>Isla Grand Beach Resort 500 Padre Boulevard Zip Code: 78597 956.761.6511</p>
<p>May 3-5, 2016 (T-W-Th) S. Padre Island Register by: 4/4/16 NOTE: For Non-Attorney Judges</p>	<ul style="list-style-type: none"> <li>• For non-attorney judges</li> <li>• Special Topic Session: <i>Guns and Gun Laws</i></li> </ul>	<p>Isla Grand Beach Resort 500 Padre Boulevard Zip Code: 78597 956.761.6511</p>
<p>See also page 19 for the Mental Health Summit, May 9-11, 2016</p>		
<p>June 20-22, 2016 (M-T-W) El Paso Register by: 5/20/16</p>	<ul style="list-style-type: none"> <li>• For attorney and non-attorney judges</li> <li>• Special Topic Session: <i>Guns and Gun Laws</i></li> </ul>	<p>Wyndham Airport Hotel 2027 Airway Boulevard Zip Code: 79925 915.778.4241</p>

See also page 19 for the Impaired Driving Symposium, August 4-5, 2015.

**TEXAS MUNICIPAL COURTS EDUCATION CENTER  
FY16 REGISTRATION FORM:**

Regional Judges & Clerks Seminar, Court Administrators, Bailiffs & Warrant Officers, Level III Assessment

Conference Date: 2/17/16 - 2/19/16 Clinic: Traffic Safety, and Mental Health Summit Conference Site: San Luis Resort - Galveston

Check one:

Non-Attorney Judge (\$50)  
 Attorney Judge not-seeking CLE credit (\$50)  
 Attorney Judge seeking CLE credit (\$150)  
 Regional Clerks (\$50)

Traffic Safety Conference - Judges & Clerks (\$50)  
 Level III Assessment clinic (\$100)  
 Court Administrators Seminar (\$100)  
 Bailiff/Warrant Officer (\$100)

By choosing TMCEC as your MCLE provider, attorney-judges help TMCA pay for expenses not covered by the Court of Criminal Appeals grant. Your voluntary support is appreciated. The CLE fee will be deposited into the grantee's private fund account to cover expenses unallowable under grant guidelines, such as staff compensation, membership services, and building fund.

Name (please print legibly): Last Name: Merkel First Name: Michael MI: \_\_\_\_\_  
 Names you prefer to be called (if different): Mike Female/Male: MALE  
 Position held: Associate Judge Date appointed/hired/elected: \_\_\_\_\_ Are you also a mayor?: No  
 Emergency contact (Please include name and contact number): \_\_\_\_\_

**HOUSING INFORMATION - Note: \$50 a night single room fee**

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I do not need a room at the seminar.

**Hotel Arrival Date** (this must be filled out in order to reserve a room): \_\_\_\_\_

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Municipal Court of: Alvin Email Address: Scates@CityofAlvin.com  
 Court Mailing Address: 216 West Sealy St. City: Alvin Zip: 77511  
 Office Telephone #: 281-388-4250 Court #: \_\_\_\_\_ Fax: 281-331-6646  
 Primary City Served: J.P. 3 Other Cities Served: Alvin

**\*Bailiffs/Warrant Officers:** Municipal judge's signature required to attend Bailiffs/Warrant Officers' program.

Judge's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 DOB: \_\_\_\_\_ TCOLE PID # \_\_\_\_\_

I have read and accepted the cancellation policy, which is outlined in full on page 10-11 of the Academic Catalog and under the Registration section of the website, www.tmcec.com. Full payment is due with the registration form. Registration shall be confirmed only upon receipt of the registration form (with all applicable information completed) and full payment of fees.

[Signature] Participant Signature (may only be signed by participant) 2/17/16 Date

**PAYMENT INFORMATION:**

Registration/CLE Fee: \$ 50 + Housing Fee: \$ 100 = Amount Enclosed: \$ 150

Check Enclosed (Make checks payable to TMCEC.)  
 Credit Card

Credit Card Payment:

Amount to Charge: \_\_\_\_\_ Credit Card Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

Credit card type: \$ \_\_\_\_\_  
 MasterCard  
 Visa Name as it appears on card (print clearly): \_\_\_\_\_  
 Authorized signature: \_\_\_\_\_

Please return completed form with payment to TMCEC at 2210 Hancock Drive, Austin, TX 78756, or fax to 512.435.6118.

# TMCEC Judges Programs

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- TMCEC/TxDOT Traffic Safety Conference (up to 16 hours)
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**December 7-11, 2015**

**Omni Southpark**

4140 Governor's Row

Austin, Texas 78744

512.448.2222

Register by:

November 6, 2015

**July 11-15, 2016**

**Omni Southpark**

4140 Governor's Row

Austin, Texas 78744

512.448.2222

Register by: June 10, 2016



are required to repeat the new judges program. Participants must be appointed to office prior to registration. The registration fee is \$200.

Mayors are only eligible to attend this program in limited instances where a general-law municipality has activated its court, but has not created the position of municipal judge (including presiding, associate, alternate, or substitute judge). Mayors serving as the *ex officio* judge must request an affidavit from TMCEC and submit it prior to registration.

## Regional Judges Seminar

For all attorney judges and non-attorney judges who have previously completed the new judges conference, the regional judges conference offers 16 hours of education designed to address a broad range of issues which are applicable to courts of all sizes.

After judges have completed at least two years of required judicial education through TMCEC, municipal judges must complete at least eight hours of continuous in-person presentation but may complete the remaining eight hours through in-person presentation, approved online education, or any combination of approved in-person events and online education. Judges who choose to complete the minimum of

eight hours must complete all eight hours on Day Two of the program from 8:00 a.m. - 5:00 p.m. Judges with two years of judicial education completed may still complete the entire 16 hour requirement at one regional seminar by attending the entire seminar, or they could choose to complete 12 hours of in-person education at the seminar by attending Day Two and either Day One or Day Three.

The agenda for the regional conference will be available online at [www.tmcec.com](http://www.tmcec.com) by September 1, 2015. The registration fee is \$50, or \$100 for registration and single housing for one night, or \$150 for registration and single housing for two nights.

**Special Topic Session:** We are pleased to announce a special course of sessions pertaining to Guns and Gun Laws to generally be held from 1:00-5:00 p.m. on the first day of the regional conferences. Several pieces of legislation came out of the 84th Legislature regarding guns and gun licenses. This session will examine the updated gun laws and include a court security session on surviving an active shooter. This program is designed for both judges and clerks. (Note: In two cities, the session will be held as the final portion of the seminar. In Addison it will be March 9, 2016, and in South Padre Island it will be held on May 3, 2016).

## Registration and CLE Fees

The TMCA/TMCEC Board of Directors has adopted a policy to charge a mandatory \$50 registration fee for regional judges and clerks programs. This fee became effective September 1, 2006. In addition, the board adopted a \$100 fee that will only apply to attorney judges who wish to receive CLE credit for their attendance at TMCEC programs. This fee became effective September 1, 2006. This fee is deposited in the TMCEC/TMCA private fund account and used for expenditures not allowed by the Texas Court of Criminal Appeals (compensation, membership services, and building fund). Both fees apply in FY16 as well. If you do not wish to seek CLE credit from TMCA, you can obtain it from another provider or claim the judicial exemption.

### I am an Attorney Judge, must I pay the fee?

There are notable exemptions from the \$100 fee. For example, if attorney judges take the judicial exemption or do not need or want the CLE credit, they will not pay the \$100 fee. Should judges choose to take the judicial exemption from the State Bar MCLE reporting requirements, they will still receive judicial education credit. Further, any member of the State Bar of Texas who is 70 years of age or older is exempt from MCLE requirements. If they are not reporting MCLE hours to the State Bar of Texas, they would not be required to pay the \$100 fee to TMCEC as the hours would not be reported.

### How do I pay the fees?

The fees are payable to the Texas Municipal Courts Education Center by check or credit card with your registration form. TMCEC cannot register you until payment has been received. Online registrations and payments are also available.



## Justices of the Peace

Justices of the peace (non-lawyers) who are appointed to the municipal court bench must attend a TMCEC new judge school within one year of appointment (32 hours). Those who are licensed by the State Bar of Texas must attend a TMCEC regional conference within one year of appointment (16 hours).

## The Waiver Process

If a judge is unable to complete the mandatory 16 hours of judicial education within the academic year (September 1, 2015 - August 31, 2016), he or she may request a waiver from the Municipal Courts Education Committee. A form to make this request can be obtained from the TMCEC office (800.252.3718) or online. The Committee typically reviews requests for waivers in September after the end of the academic year. If an emergency situation has occurred and is well-documented in the request for a waiver, the Committee may grant a conditional waiver that will require the judge to attend two conferences (one at his or her own expense) in the next year. Only in rare cases is an unconditional waiver granted. More often, waivers are denied. If a waiver is denied, the judge's name is sent to the State Commission on Judicial Conduct. It is highly recommended that judges not wait until the summer to attend a judicial education program. With 10 regional programs, the Mental Health Summit, the Impaired Driving Symposium, and the TMCEC/TxDOT Traffic Safety Conference being held this year, it is unlikely that the Committee will view requests for either unconditional or conditional waivers with any leniency.

The grant only provides sufficient funding for judges and clerks to attend one TMCEC program a year. Judges and clerks may attend a second TMCEC program at their own expense. There is **no longer** an exception to this policy for judges who serve as their own clerks (and do not have deputy clerks). They may attend a regional clerk program in the same year at their own expense if space permits. The cost of a conference (housing, meals, and course materials) paid by the grant is typically at least \$300 a person at each regional conference.



*Limited Enrollment:  
Register early!*

October 28-30, 2015 (W-Th-F) Tyler Register by: 9/25/15	<ul style="list-style-type: none"> <li>• For attorney and non-attorney judges</li> <li>• Special Topic Session: <i>Guns and Gun Laws</i></li> </ul>	Holiday Inn Select 5701 South Broadway Zip Code: 75703 903.561.5800
November 8-10, 2015 (Su-M-T) Austin Register by: 10/9/15	<ul style="list-style-type: none"> <li>• For attorney and non-attorney judges</li> <li>• Special Topic Session: <i>Guns and Gun Laws</i></li> </ul>	Omni Southpark 4140 Governor's Row Zip Code: 78744 512.448.2222
January 5-7, 2016 (T-W-Th) San Antonio Register by: 12/4/15	<ul style="list-style-type: none"> <li>• For attorney and non-attorney judges</li> <li>• Special Topic Session: <i>Guns and Gun Laws</i></li> </ul>	Omni San Antonio 9821 Colonnade Blvd. Zip Code: 78230 210.691.8888
February 7-9, 2016 (Su-M-T) Galveston Register by: 1/8/16	<ul style="list-style-type: none"> <li>• For attorney and non-attorney judges</li> <li>• Special Topic Session: <i>Guns and Gun Laws</i></li> </ul>	San Luis Resort 5222 Seawall Blvd. Zip Code: 77551 409.744.1500
February 14-16, 2016 (Su-M-T) Houston Register by: 1/15/16	<ul style="list-style-type: none"> <li>• For attorney and non-attorney judges</li> <li>• Special Topic Session: <i>Guns and Gun Laws</i></li> </ul>	Omni Hotel at Westside 13210 Katy Freeway Zip Code: 77079 281.558.8338
March 7-9, 2016 (M-T-W) Addison Register by: 2/8/16 NOTE: Monday is registration only, no classes.	<ul style="list-style-type: none"> <li>• For attorney and non-attorney judges</li> <li>• Special Topic Session: <i>Guns and Gun Laws</i></li> </ul>	Crowne Plaza Addison 14315 Midway Rd. Zip Code: 75001 972.980.8877
See also page 18 for Traffic Safety Conference, March 20-22, 2016		
April 11-13, 2016 (M-T-W) Lubbock Register by: 3/11/16	<ul style="list-style-type: none"> <li>• For attorney and non-attorney judges</li> <li>• Special Topic Session: <i>Guns and Gun Laws</i></li> </ul>	Overton Hotel 2322 Mac Davis Ln. Zip Code: 79401 806.776.7000
May 1-3, 2016 (Su-M-T) S. Padre Island Register by: 4/1/16 NOTE: For Attorney Judges. Sunday is registration only, no class.	<ul style="list-style-type: none"> <li>• For attorney judges</li> <li>• Special Topic Session: <i>Guns and Gun Laws</i></li> </ul>	Isla Grand Beach Resort 500 Padre Boulevard Zip Code: 78597 956.761.6511
May 3-5, 2016 (T-W-Th) S. Padre Island Register by: 4/4/16 NOTE: For Non-Attorney Judges	<ul style="list-style-type: none"> <li>• For non-attorney judges</li> <li>• Special Topic Session: <i>Guns and Gun Laws</i></li> </ul>	Isla Grand Beach Resort 500 Padre Boulevard Zip Code: 78597 956.761.6511
See also page 19 for the Mental Health Summit, May 9-11, 2016		
June 20-22, 2016 (M-T-W) El Paso Register by: 5/20/16	<ul style="list-style-type: none"> <li>• For attorney and non-attorney judges</li> <li>• Special Topic Session: <i>Guns and Gun Laws</i></li> </ul>	Wyndham Airport Hotel 2027 Airway Boulevard Zip Code: 79925 915.778.4241
See also page 19 for the Impaired Driving Symposium, August 4-5, 2015.		



# AGENDA COMMENTARY

**Meeting Date:** 11/5/2015

**Department:** Finance

**Contact:** Junru Roland, Asst. City Manager

**Agenda Item:** Consider Ordinance 15-W; repealing the sales tax exemption on telecommunication services and applying the City's local sales tax to telecommunication services in accordance with Section 321.210 of the Texas Tax Code; first reading.

**Type of Item:**  Ordinance 1<sup>st</sup> Reading  Ordinance 2<sup>nd</sup> Reading  Resolution  Public Hearing  Discussion & Direction

**Summary:** On 08/26/2015 City Council approved the engagement of Vybranz LLC to audit the City's tax related costs and expense areas for reduction, recovery, or revenue generation. Vybranz LLC has apprised staff of a provision that went into affect on October 1, 1987 -- under Section 321.210 of the Texas Tax Code.

State law exempts telecommunication services from local sales taxes, but allows the governing bodies of local taxing jurisdictions to override the exemption by voting to impose sales tax on these services. According to Section 321.210 of the Texas Tax Code, the governing body of a municipality may repeal the application of the sales tax exemption for telecommunication services sold within the municipality.

Telecommunication services include:

- Landline telephone services
- Long distance calls within Texas
- Voice Over Internet Protocol (VoIP) (i.e. using the internet to make calls)
- Calls that are not itemized (i.e. unlimited long distance service)
- Mobile phone service

To date, the City of Alvin has not repealed the local sales tax exemption on telecommunication services. As a result, the City is limited in applying its local sales tax to telecommunication services.

The following is a sample of cities whose governing body has elected to repeal the local sales tax exemption on telecommunication services and the year of repeal -- see *Exhibit A* for a complete list of cities.

City	Year Sales Tax Exemption was Repealed	Population
Santa Fe	2003	12,000
Pearland	1987	91,000
Webster	1987	10,000
Hitchcock	2004	7,000
Danbury	2010	1,700
La Marque	1990	14,000
Bayou Vista	2000	1,500

Pasadena	1987	150,000
Angleton	1987	18,800
Texas City	1993	45,000
Missouri City	1988	67,000
Sugarland	1992	78,000
Plainview	1987	22,194
Denison	2003	22,682
Colleyville	1989	22,807
University Park	1987	23,068
Marshall	1987	23,523
Corsicana	1988	23,770
Paris	1987	25,171
Seguin	2007	25,175
Weatherford	1987	25,250
Greenville	1989	25,557
Little Elm	1993	25,898
Eagle Pass	1987	26,248
Big Spring	1987	27,282
Kyle	1988	28,016
Rosenberg	1992	30,618
Schertz	1990	31,465
Deer Park	1988	32,032
Copperas Cove	1988	32,032
Nacogdoches	1990	32,996

Because two-thirds (2/3) of the City's receipt of sales tax revenue is dedicated to the servicing and improvement of the City's streets and drainage, staff feels that it is in the best interest of the health, safety and welfare of the citizens of Alvin, for the City Council to repeal the telecommunications sales tax exemption as described by section 321.210 of the Texas Tax Code.

The procedure for repealing the sales tax exemption on telecommunication services and placing the City's sales tax on telecommunication services are as follows:

- 1.) The city council adopts an ordinance to repeal the local sales tax exemption on telecommunication services.
- 2.) The vote on the ordinance is entered into the minutes of the governing body.
- 3.) The City Clerk sends a copy of the ordinance to the State Comptroller.
- 4.) After the State Comptroller receives the notice, one full calendar quarter must elapse. The repeal of the exemption then takes effect and the tax is imposed on the first day of the next calendar quarter.

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

**Account Number:** 111-400100 & 311-400100 **Amount:** \_\_\_\_\_

**Legal Review Required:** N/A \_\_\_ Required  **Date Completed:** 10/28/2015

**Supporting documents attached:**

- Ordinance 15-W
- Chapter 321.210 of the Local Government Tax Code
- Exhibit A - List of cities imposing sales tax on telecommunication services

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**Recommendation:** Move to approve Ordinance 15-W; repealing the sales tax exemption on telecommunication services and applying the City's local sales tax to telecommunication services in accordance with Section 321.210 of the Texas Tax Code; first reading.

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Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

**ORDINANCE NO. 15-W**

**AN ORDINANCE AMENDING CHAPTER 22, TAXATION, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS, BY ADDING A NEW ARTICLE IV TELECOMMUNICATION SERVICES TAX RELATING TO TAXATION OF TELECOMMUNICATIONS SERVICES; REPEALING THE APPLICATION OF THE EXEMPTION PROVIDED FOR IN SECTION 321.210 OF THE TEXAS TAX CODE; PROVIDING FOR NOTIFICATION TO THE COMPTROLLER OF THE STATE OF TEXAS; PROVIDING THAT NO SUCH TAX PROVIDED FOR HERUNDER SHALL SERVE AS AN OFFSET TO OR TO REDUCE ANY AMOUNT PAYABLE BY ANY PROVIDER OF TELECOMMUNICATIONS SERVICES PURSUANT TO ANY FRANCHISE, STREET USE ORDINANCE, STATUTE OR ANY OTHER IMPOSITION OF THE CITY OF ALVIN; PROVIDING FOR AN EFFECTIVE DATE AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, the City of Alvin is a Home Rule Municipality located in Brazoria County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and the Alvin City Charter; and

**WHEREAS**, a tax is authorized pursuant to Section 321.203(g) (Consummation of Sale) of the Texas Tax Code on all telecommunications services sold within the City; and

**WHEREAS**, the City is permitted under Section 321.210 (Telecommunications Exception) of the Texas Tax Code to repeal the application of the exemption provided, effective on the date permitted by law; and

**WHEREAS**, the City council has determined that such repeal is in the best interest of the City and its citizens; **NOW THEREFORE**,

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

**Section 1. Incorporation of Premises.** The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

**Section 2. Findings.** After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Alvin, Texas and of the public health, safety and welfare.

**Section 3. Amendments.** That Chapter 22, Taxation; is hereby amended to add a new Article IV Telecommunications Services Tax which shall read as follows:

**“Article IV Telecommunications Service Tax**

**Sec. 22-56. Authorization of Tax.**

A tax is hereby authorized pursuant to Section 321.203(g) (Consummation of Sale) of the Texas Tax Code on all telecommunications services sold within the City. For purposes of this section, the sale of telecommunications service is consummated at the location of the telephone or other telecommunications device from which the call or other communication originates. If the point of origin cannot be determined, the sale is consummated at the address to which the call or other communication is billed.

**Sec. 22-57. Repeal of Exemption.**

The application of the exemption provided for in Section 321.210 (Telecommunications Exception) of the Texas Tax Code is hereby repealed by the City, effective on the date permitted by law.

**Sec. 22-58. Rate of Tax.**

The rate of tax imposed by this section is the same as the rate imposed by the City for all other local sales and use taxes as authorized by state law.

**Sec. 22-59. Notice to Comptroller.**

The City Clerk shall forward to the Comptroller of the State of Texas by United States Registered or Certified Mail a copy of this ordinance along with a copy of the minutes of the City Council's vote and discussion on this ordinance.

All other articles, chapters, sections, paragraphs, sentences, phrases and words are not amended but are hereby ratified and affirmed.

**Section 4. Cumulative Repealer Clause.** All provisions of any ordinance in conflict with this Ordinance are hereby repealed, but such repeal shall not abate any pending prosecution from violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinance shall remain in full force and effect.

**Section 5. Savings Clause.** All rights and remedies of the City of Alvin, Texas are expressly saved as to any and all violations of this provision of any other ordinance affecting the City's Code of Ordinances, Chapter 22, Taxation which have secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but maybe prosecuted until final disposition by the court.

**Section 6. Severability.** The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise applicable, in while in part,

the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

**Section 7. Effective Date.** This Ordinance shall become effective from and after its date of passage in accordance with law.

**Section 8. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings act, *chapt. 551, Tex. Gov't. Code*.

**PASSED AND APPROVED** on first reading this \_\_\_\_ day of \_\_\_\_\_. 2015.

**PASSED AND APPROVED** on second and final reading this \_\_\_\_ day of \_\_\_\_\_. 2015.

**ATTEST:**

**CITY OF ALVIN, TEXAS**

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney  
City of Alvin, Texas

Sec. 321.210. TELECOMMUNICATIONS EXEMPTION. (a) There are exempted from the taxes imposed under this chapter the sales within the municipality of telecommunications services unless the application of the exemption is repealed under this section. A municipality may not repeal the application of this exemption as it applies to interstate long-distance telecommunications services, but if a municipality has repealed the exemption before the effective date of Part 4, Article 1, H.B. No. 61, Acts of the 70th Legislature, 2nd Called Session, 1987, interstate long-distance telecommunications services in that municipality are not subject to taxes imposed under this chapter.

(b) The governing body of a municipality by ordinance adopted by a majority vote of the governing body in the manner required for the adoption of other ordinances may repeal the application of the exemption provided by Subsection (a) for telecommunications services sold within the municipality.

(c) A municipality that has repealed the application of the exemption may in the same manner reinstate the exemption.

(d) A vote of the governing body of a municipality repealing the application of or reinstating the exemption must be entered in the minutes of the municipality. The municipal secretary shall send to the comptroller by United States certified or registered mail a copy of each ordinance adopted under this section. The repeal of the application of the exemption or a reinstated exemption takes effect within the municipality as provided by Section [321.102\(a\)](#) after receipt of a copy of the ordinance.

Added by Acts 1987, 70th Leg., ch. 191, Sec. 1, eff. Sept. 1, 1987.

Amended by Acts 1987, 70th Leg., 2nd C.S., ch. 5, art. 1, pt. 4, Sec. 33.

# EXHIBIT A

## **Cities That Impose Local Sales Tax on Telecommunications Services**

City Name	Effective	City Name	Effective	City Name	Effective
Abilene	874	Garland	874	Overton	882
Addison	874	George West	874	Ovilla	074
Alamo	113	Georgetown	884	Palacios	911
Aledo	874	Glen Rose	874	Palestine (Anderson Co.)	881
Alice	874	Goliad	874	Palmer	881
Allen	894	Gonzales	874	Palm Valley	971
Alpine	881	Gordon (Palo Pinto Co.)	874	Palmhurst	074
Alvarado	091	Gorman	954	Palmview	074
Amarillo	874	Graford	891	Pampa	874
Ames (Liberty Co.)	881	Grandfalls	093	Panorama Village	102
Anna	101	Grandview	101	Panhandle	874
Andrews	874	Grand Prairie	874	Pantego	883
Angleton	874	Grapevine	874	Paris	874
Angus	881	Granite Shoals	144	Pasadena	874
Annetta	144	Greenville	891	Payne Springs	073
Annetta North	883	Gregory	881	Pearland	874
Annetta South	881	Groesbeck	881	Pecos City	143
Anthony	881	Groom	881	Pearsall	874
Aransas Pass	091	Groves	874	Pelican Bay	044
Archer City	062	Gruver	874	Petrolia	982
Arlington	874	Gun Barrel City	082	Pharr	882
Aspermont	052	Gunter	121	Pilot Point	944
Athens	874	Hale Center	874	Pinehurst (Orange Co)	874
Atlanta	122	Hallsburg	881	Piney Point Village	874
Aubrey	881	Haltom City	882	Pittsburg	103
Austin	874	Hamilton	874	Plainview	874
Azle	971	Happy	874	Plano	874
Balch Springs	973	Harlingen	931	Point Comfort	874
Balcones Heights	874	Haskell	874	Ponder	874
Bandera	091	Haslet	874	Port Arthur	882
Bangs	881	Heath	874	Port Isabel	882
Bartlett	881	Helotes	091	Port Neches	874
Bartonville	881	Henderson	131	Pottsboro	054
Bay City	874	Henrietta	893	Prairie View	882
Bayou Vista	002	Hewitt	051	Presido	101
Beaumont	874	Hico	111	Princeton	874
Bedford	874	Highland Park	874	Progreso	023
Beeville	951	Hillsboro	064		
Bellevue	901				

City Name	Effective	City Name	Effective	City Name	Effective
Belton	874	Hitchcock	044	Progreso Lakes	883
Benavides	881	Hollywood Park	881	Prosper	151
Benbrook	874	Hooks	002	Quinlan	881
Big Lake	972	Horizon City	911	Ralls	874
Big Spring	874	Houston	874	Ranger	874
Blooming Grove	072	Hubbard	884	Rankin (Upton Co.)	881
Blue Mound	874	Hudson	882	Reno (Lamar Co.)	054
Borger	874	Hudson Oaks	874	Richardson	911
Bonham	041	Hunters Creek	874	Richland Hills	891
Bovina	032	Village		Riesel	032
Boyd (Wise Co.)	881	Huntsville	881	Rio Grande City	113
Brazoria	902	Hurst	874	Rio Hondo	041
Breckenridge	874	Hutchins	874	River Oaks	874
Brenham	901	Ingleside	881	Riverside	044
Bridge City	912	Iowa Park	882	Roanoke	882
Bronte	874	Irving	891	Robert Lee	874
Brownfield	963	Jacksonville	874	Robinson	044
Brookshire	881	Jefferson	094	Roby	881
Brookside Village	972	Jersey Village	874	Rockport	874
Brownsville	892	Jewett	091	Rockwall	874
Brownwood	874	Jonestown	884	Roma	113
Bryan	874	Joshua	874	Roscoe	874
<u>*Bulverde</u>	101-104,	Jourdanton	874	Rollingwood	034
	141	Karnes City	882	Rosenberg	923
Burkburnett	874	Katy	874	Rotan	874
Burleson	874	Kaufman	881	Round Rock	921
Burton	042	Keene	083	Rowlett	874
Cameron	881	Keller	874	Royse City	874
Canadian	882	Kemah	874	Runaway Bay	881
Canyon	874	Kenedy	874	Rusk	874
Carrizo Springs	884	Kennedale	921	Sachse	951
Carrollton	911	Kerens	883	Saginaw	874
Castle Hills	874	Kermit	881	Saint Jo	981
Castroville	093	Kilgore	874	Salado	111
Cedar Hill	874	Killeen	874	San Angelo	891
Cedar Park	874	Kirby	143	San Antonio	874
Celeste	881	Kosse	133	San Diego	874
Celina	132	Knox City	881	San Juan (Hidalgo	892
Center	874	Krum	154	Co.)	

City Name	Effective	City Name	Effective	City Name	Effective
Chandler	883	Kyle	883	San Marcos	874
Childress	874	Ladonia	124	San Saba	043
China	884	La Feria	881	Sansom Park	881
Cibolo	883	La Joya	893	Santa Anna	011
Cisco	874	La Marque	903	Santa Fe	031
Clarendon	874	La Ward	891	Schertz	901
Claude	874	Lake Dallas	874	Seabrook	881
Clear Lake Shores	901	Lake Worth	874	Seagoville	971
Cleburne	882	Lakeport	901	Seagraves	144
Cleveland	881	Lakewood Village	101	Seguin	074
Clint	874	Lakeside (Tarrant Co.)	881	Seminole	874
Coffee City	113	Lakeway	874	Seven Points	874
Coldspring	881	Lamesa	064	Seymour	874
College Station	971	Lancaster	874	Shamrock	874
Colleyville	891	Laredo	874	Shenandoah	153
Colmesneil	874	Leon Valley	874	Silsbee	921
Colorado City	874	Levelland	874	Simonton	021
Commerce	954	Lewisville	881	Sinton	874
Conroe	874	Liberty (Liberty Co.)	874	Skellytown	874
Converse	881	Liberty Hill	111	Slaton	874
Coppell	921	Little Elm	931	Smithville	881
Copper Canyon	883	Littlefield	874	Snyder	874
Copperas Cove	881	Live Oak	951	Somerset	132
Corpus Christi	874	Livingston	104	Sonora	874
Corinth	031	Llano	881	Sour Lake	874
Corrigan	882	Lockhart	874	Southmayd	944
Corsicana	882	Lockney	874	Spearman	874
Cottonwood Shores	984	Lometa	041	Stamford	874
Cotulla	054	Lone Oak	972	Stanton	874
Coupland	144	Longview	882	Stephenville	891
Crane	874	Lorena	044	Stinnett	874
Crosbyton	874	Lubbock	874	Stockdale	122
Crowell	151	Lufkin	914	Strawn	874
Crowley	874	Lumberton	981	Streetman	144
Cuero	101	Malakoff	953	Sugar Land	921
Cumby	882	Manor	874	Sullivan City	084
Cuney	944	Mansfield	874	Sulphur Springs	883
Cut and Shoot	073	Marble Falls	881	Sun Valley	912
Daingerfield	874			Sundown	874

City Name	Effective	City Name	Effective	City Name	Effective
Dalhart	874	Marfa	874	Sunset Valley	881
Dallas	874	Marlin	072	Sweeny	883
Dalworthington Gardens	874	Marquez	091	Sweetwater	874
Danbury	104	Marshall	874	Tatum	874
De Leon	953	Mason	874	Taylor	882
Decatur	874	Mathis	874	Temple	892
Deer Park	881	Maypearl	141	Terrell	882
Denison	034	McAllen	874	Texarkana	881
Denton	874	McCamey	883	Texas City	931
Deport	094	McKinney	874	Three Rivers	874
DeSoto	874	McLean	874	Tiki Island	002
Devine	874	Meadows Place	954	Timpson	111
Dickinson	881	Melissa	091	Tolar	003
Double Oak	882	Memphis	874	Trophy Club	892
Driscoll	881	Mercedes	881	Tye	874
Duncanville	874	Merkel	032	Tyler	881
Eagle Pass	874	Mesquite	874	University Park	874
Early	054	Mexia	874	Van Alstyne	151
East Mountain	882	Midland	874	Venus	091
Eastland	891	Midlothian	032	Vernon	874
Easton	154	Mineral Wells	884	Victoria	874
Edcouch	902	Mingus	874	Vidor	874
Eden	881	Mission	881	Village of the Hills	104
Edgecliff Village	874	Missouri City	881	Von Ormy	094
Edinburg	883	Monahans	874	West University Place	874
Edna	931	Montgomery	033	Waco	874
El Campo	874	Morgan's Point	101	Wake Village	001
El Paso	874	Morgan's Point Resort	122	Walnut Springs	102
Eldorado	874	Morton	874	Watauga	901
Electra	882	Mount Pleasant	874	Waxahachie	874
Elgin	883	Mount Vernon	874	Weatherford	874
Emory	044	Muleshoe	874	Webberville	041
Encinal	103	Munday	874	Webster	874
Ennis	031	Mustang	881	Weimer	972
Escobares	114	Nacogdoches	904	Weslaco	881
Eules	874	Nassau Bay	114	West	121
Everman	882	Natalia	152	West Orange	133
Fairview	052	New Berlin	882	West Tawakoni	971

<b>City Name</b>	<b>Effective</b>	<b>City Name</b>	<b>Effective</b>	<b>City Name</b>	<b>Effective</b>
Farmers Branch	874	New Boston	001	Westlake	954
Farmersville	874	New Braunfels	891	Wharton	874
Fate	874	New Summerfield	881	White Settlement	874
Flower Mound	883	Niederwald	034	White Oak	092
Floydada	874	Nolanville	103	Wichita Falls	881
Forest Hill	874	North Richland Hills	874	Willow Park	874
Fort Stockton	874	Nome	881	Wimberley	082
Fort Worth	874	Oak Leaf	092	Wills Point	881
Fredericksburg	874	Oak Point	034	Windthorst	891
Freeport	874	Oak Ridge	882	Wink	881
Frisco	901	Oak Ridge North	874	Winnsboro	874
Fritch	081	Odem	881	Winters	874
Fulshear	112	Odessa	874	Wolfforth	874
Gainesville	874	O'Donnell	904	Woodway	952
Galveston	892	Olney	874	Woodville	874
Ganado	874	Orange	881	Yorktown	893
		Orchard	883		



# AGENDA COMMENTARY

**Meeting Date:** 11/5/2015

**Department:** Administration

**Contact:** Sereniah Breland, City Manager

**Agenda Item:** Consider Agreement for Beautification Services between the City of Alvin and Keep Alvin Beautiful (KAB) for FY16; and authorize City Manager to sign.

**Type of Item:**  Ordinance 1<sup>st</sup> Reading  Ordinance 2<sup>nd</sup> Reading  Resolution  Public Hearing  Discussion & Direction

**Summary:** Keep Alvin Beautiful is an affiliate of Keep Texas Beautiful and Keep America Beautiful. The non-profit organization was created in 2001 and holds a 501C3 designation. As an affiliate, KAB performs volunteer work that meets the following mission of Keep Texas Beautiful: "...to educate and engage Texans to take responsibility for improving their community environment. We do this through programming and education addressing our three focus areas: Litter Prevention, Beautification, and Waste Reduction."

The key differences between previous agreements with KAB and the proposed are the following:

- \$3,000 annual expenditure rather than the previous budgeted amount of \$15,000
- Provides for 2 members of City staff to serve as voting members on the KAB Board
- KAB provides 2 reports: due March 1, 2016 and August 1<sup>st</sup>. Reporting requirements remain the same and shall include the expenditures made through the preceding months, an itemized list and purpose of the expenditures, and the projects and activities of KAB pertaining to the agreement.
- The City shall make payment to KAB upon submission of their first report
- KAB shall provide their proposed budget by August 1, 2016 if they seek funding from the City for the upcoming year

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

**Account Number:** \_\_\_\_\_ **Amount:**  \$3,000

**Legal Review Required:** N/A \_\_\_ Required  X  Date Completed:  9/22/2015

**Supporting documents attached:**

- FY16 KAB Agreement (redline)

**Recommendation:** Move to approve Agreement for Beautification Services between the City of Alvin and Keep Alvin Beautiful for FY16; and authorize City Manager to sign.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

**AGREEMENT FOR BEAUTIFICATION SERVICES**

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

**KNOW ALL MEN BY THESE PRESENTS:**

That this Agreement is made on this the \_\_\_\_ day of \_\_\_\_\_, ~~2014~~2015, by and between the **CITY OF ALVIN, TEXAS**, a municipal corporation of Brazoria County, Texas, (the “City”) and **KEEP ALVIN BEAUTIFUL**, a Texas non-profit corporation (“KAB”).

**WITNESSETH**

**WHEREAS**, the City of Alvin appreciates the assistance of volunteer organizations that provide services for the benefit of the Alvin community; and

**WHEREAS**, Keep Alvin Beautiful is a Texas non-profit corporation affiliated with Keep Texas Beautiful, and Keep America Beautiful, the mission of which is to develop and implement programs that combat litter, ~~and~~ intensify the natural beauty of our community and educate citizens in the community about waste recycling and reduction to take responsibility for improving their community environment.

**WHEREAS**, the services to be provided by Keep Alvin Beautiful to the City of Alvin are of significant value to the City and the community;

**NOW, THEREFORE**, for and in consideration of the mutual obligations and consideration set forth herein the parties hereby agree as follows:

**I.**

During the term of this Agreement, KAB agrees to coordinate with the City to provide the following services:

- (a) Initiating, planning, directing, and coordinating programs for litter control and solid waste reduction in the community.
  
- (b) Studying, investigating, and recommending plans to improve the health, sanitation, and

cleanliness of the community by beautifying the streets, highways, waterways, lots, yards, and other similar places in the City.

- (c) Aiding in the prevention of fires, diseases, and other casualties by the removal and elimination of trash and other debris from the City.
- (d) Endeavoring to change the attitudes of all citizens of the community with respect to littering through educational and motivational programs.
- (e) Encouraging the placement, planting, and/or preservation of trees, flowers, plants, shrubbery, and other objects or ornamentation in the City. Any proposed planting on public rights-of-way or other public property will be first coordinated and approved with the proper director, which will be either the City of Alvin's Public Services Director or the Parks and Recreation Director.
- (f) Advising and recommending plans to agencies of the community for the beautification of the City and its environment.
- (g) Coordinating with appropriate governmental agencies in matters pertaining to adequate litter control and solid waste reduction ordinances as well as effective enforcement of all pertinent laws and ordinances with respect thereto.
- (h) ~~Encouraging community efforts in the areas of recycling of waste and discarded materials.~~ Educate the public on the importance of proper waste disposal, waste reduction and the conservation of our natural resources by encouraging the public to Reduce, Reuse and Recycle.

## II.

Subject to the provisions and agreements herein, the City hereby agrees to pay ~~to~~ KAB the sum of ~~Fifteen Thousand and no/100 dollars (\$15,000.00)~~ Three Thousand and no/100 (\$3,000.00) for services to be provided by KAB hereunder. ~~On an annual basis~~ KAB shall submit to the City Manager a report on or before March 1 and August 1 showing:

- (i) *the expenditures made through the preceding ~~twelve (12)~~ months;*
- (ii) *an itemized list and the purpose of the expenditures; and*
- (iii) *the projects and activities of KAB pertaining to this Agreement.*

In addition, upon request by the City, KAB shall provide access to financial documents, including but not limited to bank statements.

### III.

It is expressly understood and agreed that KAB is an independent entity and is not an officer, agent or employee of the City, and that KAB shall not have any control or authority concerning City of Alvin employees.

### IV.

KAB shall secure sufficient numbers of employees and provide sufficient office space, equipment, supplies and other materials to accomplish the purposes specified in this Agreement.

Beginning October 1, 2015, two (2) City of Alvin employees shall be members on the KAB Board. Both City employees shall be voting members and one employee shall serve as Staff Liaison to Board Members, and such positions shall continue until termination of this agreement.

### V.

On or before ~~July 1, 2014~~ August 1, 2016, KAB shall provide a proposed budget to the City for Fiscal Year ~~2014-2015~~ 2016-2017, if KAB seeks to obtain funding from the City. The proposed budget must include the list of projects approved by KAB for which KAB anticipates spending the funds. KAB shall delineate the sums proposed to be allocated to each project. The City ~~Council~~ shall have no obligation, however, to renew or fund an agreement with KAB.

### VI.

This Agreement shall commence on the 1<sup>st</sup> day of October, ~~2013~~ 2015 and shall terminate on September 30, ~~2014~~ 2016, unless terminated earlier in accordance with the terms of this Agreement. This Agreement may be terminated by either party without cause upon sixty (60) days advance written notice to the other party. Upon termination, KAB shall submit to the City the amount of funds not expended as of the date of termination.

### VII.

Any notice provided pursuant to this Agreement shall be effective when deposited in the United States mail, either certified or registered mail, postage prepaid and addressed to the City of Alvin, City Manager, City Hall, 216 W. Sealy St., Alvin, Texas 77511, or to Keep Alvin Beautiful, Registered Agent, 2822 CR 145, Alvin, Texas 77511.

## VIII.

No part of this Agreement may be assigned or delegated without prior written consent of the other party, and any such attempted assignment of benefits or rights or delegation of obligations or duties shall be a breach of this Agreement.

## IX.

This Agreement shall be subject to and construed in accordance with the laws and statutes of the State of Texas.

## X.

(a) The City's duties to pay money to KAB for any purposes under this Agreement are limited in their entirety by the provisions of this Section.

(b) KAB recognizes and understands that the City has ~~appropriated and~~ allocated the sum of ~~Fifteen Thousand and no/100 (\$15,000.00)~~ Three Thousand and no/100 (\$3,000.00) to be used to discharge its duties to pay money under this Agreement (the "Allocated Funds"). Should the City fail to approve the allocated funds, this contract shall be deemed terminated. The City shall never be obligated to pay any sum by, under or through this Agreement that exceeds the level of Allocated Funds.

## XI.

KAB hereby releases, acquits, and forever discharges the City its officers, agents, employees, successors, and assigns from any and all claims, demands, rights, or causes of action of whatsoever character or nature, including attorneys' fees, arising from or by reason of any and all bodily or personal injuries, including death and mental anguish, damage to property and the consequences thereof which may be sustained by the KAB, its employees, volunteers, executors, administrators, successors, or assigns as a result of the performance of this agreement, and which are caused in whole or in part by the negligence of the City, its officers, agents, employees, successors, or assigns.

KAB shall defend, indemnify and save harmless the City and its officers, agents, and employees from and against any and all claims, demands, liability, penalties, damages, expenses and judgments of any nature and however caused, arising out of or related to KAB's operations in furtherance of the purposes of this Agreement, including those claims, demands, liabilities, penalties, damages, expenses and judgments which involve or may involve the actual or alleged joint negligence of:

- (i) KAB or any of its officers, employees or agents; and
- (ii) The City, its officers, agents or employees.

It is the expressed intention of both the City and KAB that the indemnity provided for in this article is indemnity by KAB to indemnify and protect the City from the consequences of the negligence of the City, its officers, agents, or employees where such negligence is a concurring cause of the injury, loss, death or damage. Furthermore, it is the expressed intention of both the City and KAB that the indemnity provided for in this article shall have no application to any claim, loss, damage, cause of action, suit, or liability where the injury, death or damage results from the sole negligence of the City unmixed with the fault of KAB or any of its officers, agents, or employees. The City shall notify KAB of any such claim asserted against the City and shall deliver to KAB a true copy of any summons or other process, pleading or notice issued in any suit or other proceeding to assert or enforce any such claim. KAB shall have the right to defend any such suit with attorneys of its own selection, but the City shall have a right, if it sees fit, to participate in such defense at its own expense. For purposes of this indemnification provision, acts and/or omissions of KAB's officers, agents, or employees shall be considered the acts and omissions of KAB.

**XII.**

This agreement constitutes the entire agreement between the parties.

**IN WITNESS WHEREOF**, the parties have executed this agreement in multiple copies, each of which shall be considered an original.

**"KAB"**  
**KEEP ALVIN BEAUTIFUL**

**"THE CITY"**  
**CITY OF ALVIN, TEXAS**

By: \_\_\_\_\_  
 Alice Sloan  
 President

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

**ATTEST/SEAL**

**ATTEST/SEAL**

By: \_\_\_\_\_  
 Nelva Urich  
 Vice-President

By: \_\_\_\_\_  
 Dixie Roberts  
 City Clerk



# AGENDA COMMENTARY

**Meeting Date:** 11/5/2015

**Department:** Engineering

**Contact:** Michelle Segovia, City Engineer

**Agenda Item:** Consider replat for Heritage South, being a subdivision of 23.5179 acres (located at 1109 E. Highway 6 across from Joe's Banquet Center) recorded under document number 2015013352 of the Brazoria County Map Records, City of Alvin, Brazoria County, Texas.

**Type of Item:**  Ordinance 1<sup>st</sup> Reading  Ordinance 2<sup>nd</sup> Reading  Resolution  Public Hearing  Discussion & Direction

**Summary:** On October 1, 2015 the Engineering Department received the replat of Heritage South for review and comment. A plat for this property was previously approved in March 2015 and recorded. The Developer is now wanting to further subdivide reserve B into two reserves (B 5.9 acres and F 2.6 acres) in order to accommodate a commercial business that is under contract to build on Reserve F. The plat complies with the City's Subdivision Ordinance as proposed.

The City Planning Commission, after proper consideration, unanimously approved the plat at their meeting on October 20, 2015. The Commission Members confirmed with the Developer's Engineer that the proposed road that will bisect the property will be a private road built to City standards, which the Engineer confirmed.

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

**Account Number:** \_\_\_\_\_ **Amount:** \_\_\_\_\_

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

**Supporting documents attached:**

- Replat of Heritage South

**Recommendation:** Move to approve replat for Heritage South, being a subdivision of 23.5179 acres (located at 1109 E. Highway 6 across from Joe's Banquet Center).

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

STATE OF TEXAS

COUNTY OF BRAZORIA

I, GODWIN C. NWEZE, PRODUCT OF GRAND PRODUCT CO., INC., OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS DESCRIBED THERETO AND IN PERSON OF THROUGH A DUTY AUTHORIZED AGENT DEDICATE TO THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION HEREIN EXPRESSED...

WITNESS MY HAND IN \_\_\_\_\_ (CITY), \_\_\_\_\_ COUNTY, TEXAS, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.

GRAND PRODUCT CO., INC. GODWIN C. NWEZE, PRESIDENT

STATE OF TEXAS

COUNTY OF BRAZORIA:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GODWIN C. NWEZE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2015

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES: \_\_\_\_\_

PAUL HORN MAYOR

BRAD RICHARDS AT- LARGE 1

TERRY DROEGE AT- LARGE 2

SCOTT REED DISTRICT A

ADAM ARENDELL DISTRICT B

KEITH THOMPSON DISTRICT C

ROGER STUKSA DISTRICT D

GABE ADAME DISTRICT E

MICHELLE H. SEGOVIA CITY ENGINEER

DIXIE ROBERTS CITY CLERK

APPROVED PLAT ROOM

STATE OF TEXAS

COUNTY OF BRAZORIA:

I, \_\_\_\_\_ COUNTY CLERK OF BRAZORIA COUNTY, TEXAS, DO HEREBY CERTIFY THE WRITTEN INSTRUMENT WITH ITS AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON \_\_\_\_\_, 2015, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN VOLUME \_\_\_\_\_, PAGE \_\_\_\_\_.

WITNESS MY HAND AND SEAL OF OFFICE, AT ANGLETON, BRAZORIA COUNTY, TEXAS, THE DAY AND DATE LAST WRITTEN ABOVE.

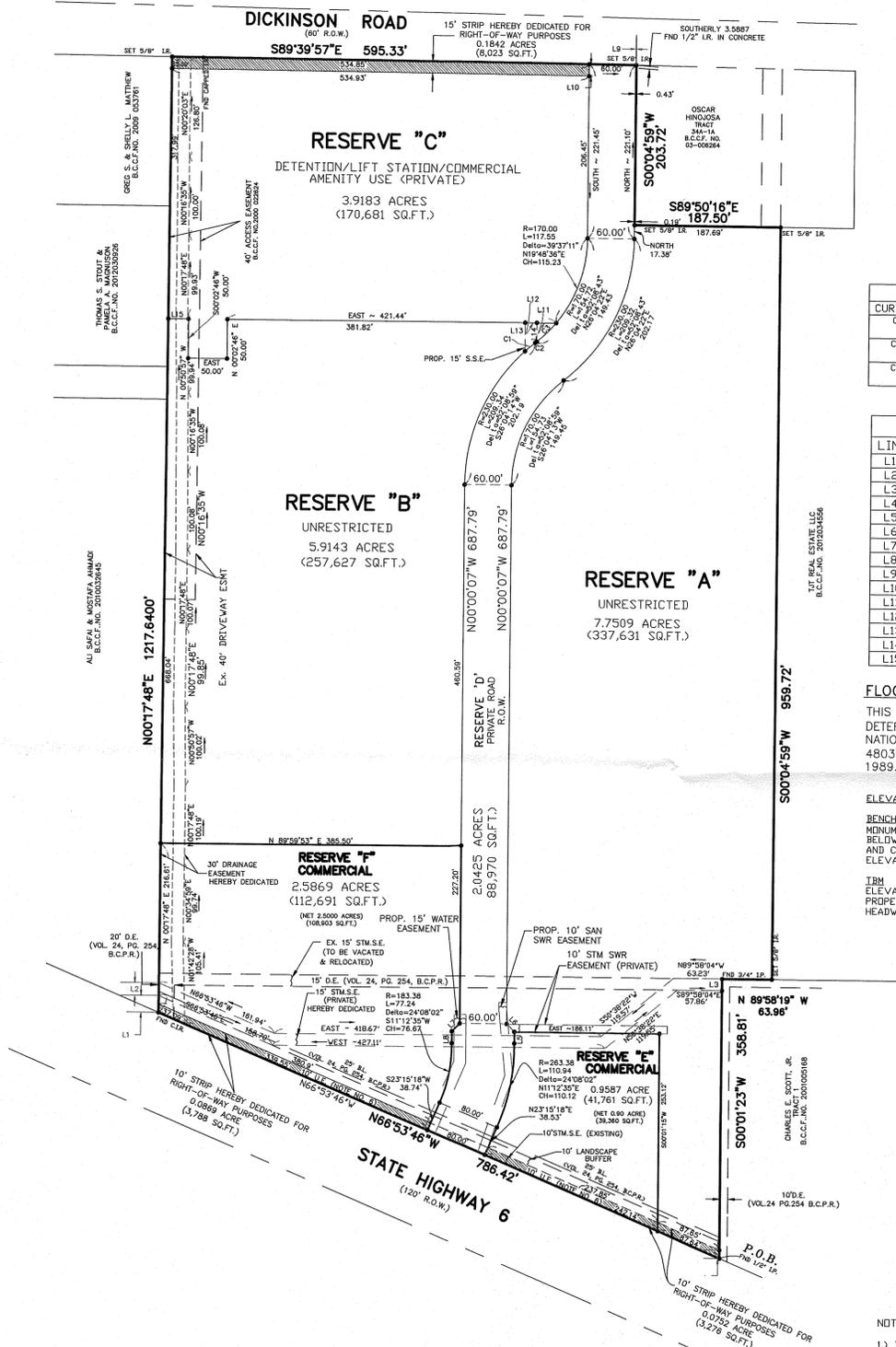
DEPUTY \_\_\_\_\_ COUNTY CLERK OF BRAZORIA COUNTY, TEXAS.

I HEREBY CERTIFY THAT THE PLAT HEREON CORRECTLY REPRESENTS THE RESULTS OF AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN.

DATE 10-7-16



REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS



CURVE TABLE with columns: CURVE, LENGTH, RADIUS, DELTA, BEARING, CHORD. Rows C1, C2, C3.

LINE TABLE with columns: LINE, LENGTH, BEARING. Rows L1 through L15.

FLOOD PLAIN NOTE

THIS PROPERTY LIES IN ZONE "X" (OTHER AREAS), DESIGNATED AS "AREAS DETERMINED TO BE OUTSIDE THE 100-YEAR FLOOD PLAIN", AS PER THE NATIONAL FLOOD INSURANCE PROGRAM FIRM COMMUNITY MAP NUMBER 48039C/0165H, LATEST AVAILABLE PUBLISHED REVISION DATED JUNE 05, 1989.

ELEVATION NOTES:

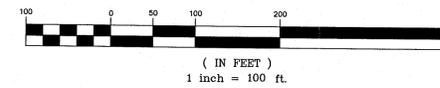
BENCH MARK MONUMENT NO. 0114-REFERENCE MARK-3 1/4" BRASS DISK SET ON 3/4" IRON BELOW GRADE, NORTH SIDE OF F.M. 517 BETWEEN STATE HIGHWAY 35 BY-PASS AND CLIFFORD STREET. ELEVATION= 32.39 FEET NAVD OF 1988

TBM ELEVATION 44.78, PAINT BOLT ON FIREHYDRANT ALBERT VILLE AT 7 10/S FROM PROPERTY, BASED ON ANOTHER TBM, ELEVATION 42.11, CUT BOX ON CONCRETE HEADWALL AT 1108 HIGHWAY 6

NOTES:

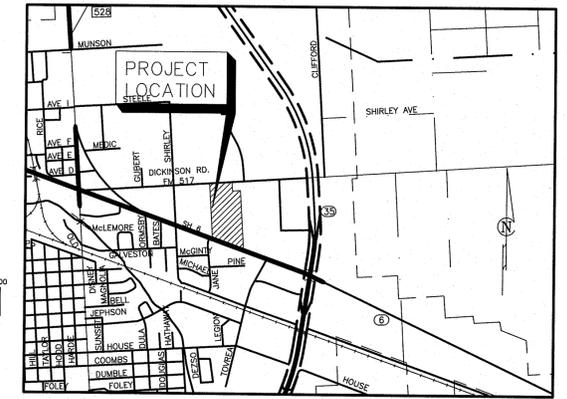
- 1) BASIS FOR BEARINGS: ASSUMED AS PLATTED
2) DISTANCES SHOWN ARE GROUND DISTANCES
3) ALL ABSTRACTING DONE BY TITLE COMPANY
4) SURVEY BASED ON BEST OF EVIDENCE FOUND
5) HOUSTON NATURAL GAS CORPORATION EASEMENT, PER VOL. 364, PG. 242, B.C.D.R. (AS TO PECAN RIDGE SUBDIVISION)
6) 10' U.E. GRANTED TO THE CITY OF ALVIN PER B.C.C.F. NO. 2004026023 AND VOL. 24, PG. 254, B.C.P.R. (AS TO PECAN RIDGE SUBDIVISION)
7) WESTERN PUBLIC SERVICE COMPANY EASEMENT PER VOL. 206, PG. 556, B.C.D.R. (AS TO 4.9996 ACRE TRACT AND 10.9800 ACRE TRACT)
8) EASEMENT AGREEMENT PER B.C.C.F. NO. 00-022624 (AS TO 4.9996 ACRE TRACT AND 10.9800 ACRE TRACT)
9) 40' ACCESS EASEMENT PER B.C.C.F. NO. 00-022624 (AS TO 4.9996 ACRE TRACT AND 10.9800 ACRE TRACT)
10) THE RESPONSIBILITY FOR THE MAINTENANCE OF THE DETENTION POND AND THE STORM WATER FACILITIES WILL BE THAT OF THE PROPERTY OWNERS ASSOCIATION AND NOT THE CITY OF ALVIN OR BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT #3.
11) SIDEWALKS ARE REQUIRED AT THE TIME OF BUILDING PERMIT FOR EACH TRACT.
12) THE PROPOSED DETENTION POND WILL COMPLY WITH CURRENT CITY OF ALVIN DRAINAGE CRITERIA, POSSIBLE FUTURE LOW IMPACT DEVELOPMENT (LID) DETENTION DESIGN CRITERIA MAY BE CONSIDERED.
13) THE PRIVATE ROADWAY IS TO BE MAINTAINED BY THE PROPERTY OWNER AND NOT THE CITY OF ALVIN.

GRAPHIC SCALE



LEGEND

- R.O.W.-RIGHT OF WAY
I.R.-IRON ROD
I.P.-IRON PIPE
C.I.R.-CAPPED IRON ROD
U.E.-UTILITY EASEMENT
B.L.-BUILDING LINE
S.T.M.S.E.-STORM SEWER EASEMENT
D.E.-DRAINAGE EASEMENT
B.C.C.F.NO. BRAZORIA COUNTY CLERK'S FILE NUMBER
VOL.-VOLUME
PG.-PAGE



VICINITY MAP SCALE: 1"=2000'

METES AND BOUNDS

The description of 23.5179 acres (1,024,440 square feet) of land, consisting of the Abbreviated Plat of Pecan Ridge Subdivision, being Lots 1 and 2, recorded in Volume 24, Page 254 of the Brazoria County Plat Records (B.C.P.R.), of a 4.1319 acre tract, recorded in Brazoria County Clerk's File Number (B.C.C.F. No.) 02-001654, of a 4.9996 acre tract, recorded in Volume 1105, Page 629 of the Brazoria County Deed Records (B.C.D.R.) and in B.C.C.F. No. 01-013826, and of a 10.9800 acre tract, recorded in Volume 1105, Page 629 of the B.C.D.R. and in B.C.C.F. No. 07-008248, all out of or part of Tract 33 and 34 of a subdivision of the H. T. & B. RR. Company Survey, Section 15, Abstract 227, in the City of Alvin, Texas, and together being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron pipe found on the Northerly right-of-way line of State Highway No. 6 (120 foot wide), being the Southeast corner of Lot 2 of the aforementioned Abbreviated Plat of Pecan Ridge Subdivision, the Southwest corner of a tract of land conveyed to Charles E. Scott, recorded in B.C.C.F. No. 01-005168 and the Southeast corner of the herein described tract;

THENCE, along the aforementioned Northerly Right-of-Way line of State Highway No. 6, North 88 degrees 53 minutes 46 seconds West, for a distance of a distance of 786.42 feet to a capped iron rod found at the Southeast corner of a tract of land conveyed to Ali Safai and Mostafa Ahmadi, recorded in B.C.C.F. No. 2010032645, marking the Southwest corner hereof;

THENCE, North 00 degrees 17 minutes 48 seconds East, along the East line of said Ali Safai and Mostafa Ahmadi Tract, continuing along the East line of both Thomas S. Stout and Pamela A. Magnuson Tract, recorded under B.C.C.F. No. 2012039266 and Greg S. and Shelly L. Matthew Tract, recorded under B.C.C.F. No. 2009053761, for a distance of 1,217.64 feet to a 5/8 inch iron rod set on the South Right-of-Way line of Dickinson Road, (called 60' in width) marking the Northeast corner of said Greg and Shelly Matthew's Tract and both the Northeast corner of a 40 foot access easement, recorded in B.C.C.F. No. 2000022624, and the herein described tract;

THENCE, along the aforementioned South Right-of-Way line of Dickinson Road South 89 degrees 39 minutes 57 seconds East, for a distance of 595.33 feet to a 5/8 inch iron rod set, marking the Northeast corner of Oscar Hinojosa Tract, recorded in B.C.C.F. No. 2003-006264, and the East Northeast corner of the herein described tract;

THENCE, South 00 degrees 04 minutes 59 seconds West, along the West line of said Hinojosa Tract, for a distance of 203.72 feet to a 5/8 inch iron rod set for the Southwest corner of said Hinojosa Tract and the interior Southwest corner of the herein described tract;

THENCE, South 89 degrees 50 minutes 16 seconds East, along the South line of said Hinojosa Tract, for a distance of 187.50 feet to a 5/8 inch iron rod set for the a corner hereof;

THENCE, South 00 degrees 04 minutes 59 seconds West, along the west property line of T.J. Real Estate, LLC tract, recorded in B.C.C.F. No. 2012034556, for a distance of 959.72 feet to a 5/8 inch iron rod set on the North line of above said Charles E. Scott Jr., Tract, for a corner hereof;

THENCE, North 89 degrees 58 minutes 19 seconds West, distance of 63.95 feet to a 7/4 inch iron pipe found, marking the Northwest corner of said Scott Jr., Tract and an interior corner of the herein described tract;

THENCE, South 00 degrees 01 minutes 23 seconds West, along the West line of said Scott Jr., Tract, for a distance of 358.81 feet to the POINT OF BEGINNING, of the herein described tract and thus containing 23.5179 acres (1,024,440 square feet) of land.

Table with columns: RESERVE, PURPOSE, ACRES, SQ. FT. Rows A through F.

REPLAT OF HERITAGE SOUTH 23.5179 ACRES

A SUBDIVISION, RECORDED UNDER DOCUMENT NUMBER 2015013352 OF THE BRAZORIA COUNTY MAP RECORDS. CITY OF ALVIN, BRAZORIA COUNTY, TEXAS.

1 BLOCK 6 RESERVES

OCTOBER 7, 2015

OWNER: GRAND PRODUCT CO, INC 12203 AYSHIRE PLACE HOUSTON, TX 77089

Everest Design Group, Inc. Planning, Engineering, Construction Management 907 S. FRIENDSWOOD DRIVE, STE 200 FRIENDSWOOD, TX 77546 PHONE: 281-993-3770 FAX: 281-648-2294

MICHAEL D. MORTON, R.P.L.S. P.O. BOX 410 PEARLAND, TEXAS 77588

Phone: (281) 412-2294 Fax: (281) 412-2314

JOB#14-08-020-REPLAT (2015)



# AGENDA COMMENTARY

**Meeting Date:** 11/5/2015

**Department:** Engineering

**Contact:** Michelle Segovia, City Engineer

**Agenda Item:** Consider variance request from Palm Harbor Villages, Inc. to the outdoor storage requirement of Section 35-34(4) of the Code of Ordinances, for a manufactured home sales lot to be located at 1875 N. State Highway 35 Bypass (1.67 acres formerly used as a manufactured home sales lot by Kevin Murphy).

**Type of Item:**  Ordinance 1<sup>st</sup> Reading  Ordinance 2<sup>nd</sup> Reading  Resolution  Public Hearing  Discussion & Direction

**Summary:** The Engineering Department received a variance request letter on October 9, 2015 from Mr. Tom Mittelstadt Regional Vice President for Palm Harbor Villages, Inc. Mr. Mittelstadt is proposing to place a manufactured home sales lot on 1.67 acres of land located at 1875 N. State Highway 35 Bypass where Mr. Murphy had a similar business several years ago. In order to make this project feasible Mr. Mittelstadt has requested a variance to section 35-34(4) of the Corridor Land Use Ordinance that requires outdoor storage of inventory to be screened from view of the corridor. The 10-12 manufactured homes that would be displayed for sale on the property would be considered inventory under the ordinance.

On October 20, 2015 the City Planning Commission considered the variance request from Palm Harbor Villages, Inc. and recommended approval of the variance by a 4 to 3 vote after receiving a brief presentation by Palm Harbor's Regional Vice President. The Commission Members that voted against the variance were opposed to the placement of this type of business on one of the City's main corridors.

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

**Account Number:** \_\_\_\_\_ **Amount:** \_\_\_\_\_

**Legal Review Required:** N/A \_\_\_ Required  X  Date Completed:  10/21/2015

**Supporting documents attached:**

- Variance Request Letter from Palm Harbor Villages
- Aerial Map
- Section 35-4 Variance Provision

**Recommendation:** Move to approve/deny variance request for Palm Harbor Villages, Inc. as requested by Mr. Tom Mittelstadt. If granting the variance, Council shall consider any appropriate measures for compliance with the intent of the standards of Chapter 35.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager



October 9, 2015

Michelle Segovia, P.E., CFM  
City Engineer, City of Alvin  
1100 W Highway 6  
Alvin, Texas 77511

Re: Property at 1875 North State Highway 35 Bypass, Alvin, Texas 77511

Dear Ms. Segovia:

Palm Harbor Villages, Inc. (PHV) is a retailer of single family residential manufactured and modular homes, and is based in Addison, Texas. PHV currently operates 35 retail dealerships in the State of Texas, and has entered into an agreement with the owners of the above referenced property to lease and operate another such retail sales center at this location subject to the approval of the City of Alvin.

PHV will fully comply with all of the city ordinances including the proper facade requirements for our new office, as well as the related landscaping and parking areas. However, due to the nature of our business, and the methods PHV uses to market its products, PHV wishes to request a variance with respect to Alvin City Ordinance No. 07-D, Article III, Section 35-34 (d) which deals with outdoor storage.

PHV plans to place several manufactured or modular homes on the property as display model homes for our customers to view to better enable them to make educated choices about housing options. As new floorplans and décor options change, these display units are sold and replaced from time to time. As such, these model display units are considered inventory by the State of Texas for tax purposes until sold, and likely fall under the provisions of the ordinance section referenced above.

This inventory of single family residential homes will meet all federal and state building codes, but are not permanent buildings as to the premises. However, it is not economically feasible to display them in strict accordance with the façade requirements under the ordinance as to the exterior appearance.

Therefore, in order to move forward with its desire to locate a new manufactured home retail dealership inside the City of Alvin, PHV hereby respectfully requests a variance with respect to its display inventory under the affected ordinance as noted above.

We look forward to contributing a positive economic impact in the vibrant City of Alvin, and we appreciate your consideration of our need to display our model home inventory.

Sincerely,

Tom Mittelstadt  
Regional Vice President  
[tmittelstadt@palmharbor.com](mailto:tmittelstadt@palmharbor.com)  
512 423 6099

Wheeler Dr

Alvin Bypass

1875 N. BP 35

35



**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.

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*(Ord. No. 07-D, § 2, 4-19-07)*



# AGENDA COMMENTARY

**Meeting Date:** 11/5/2015

**Department:** Engineering

**Contact:** Michelle Segovia, City Engineer

**Agenda Item:** Consider Professional Services Agreement with Huitt-Zollars, Inc. in an amount not to exceed \$39,640 for architectural pre-design programming services to investigate and evaluate design options for a potential new City Hall building and a renovated existing City Hall building to provide the best value for the City; and authorize the City Manager to sign.

**Type of Item:**  Ordinance 1<sup>st</sup> Reading  Ordinance 2<sup>nd</sup> Reading  Resolution  Public Hearing  Discussion & Direction

**Summary:** In May 2015 Huitt-Zollars presented their findings of the facility assessment and predesign services for the renovation of the existing city hall building during a council workshop. These services were authorized by the City Council in January 2015 based on security concerns after several incidents involving security had occurred over the past several months. During the council workshop presentation questions were asked regarding the cost to renovate the city hall building versus the cost to construct a new building. The intent of the current project is to investigate and evaluate design options for a potential new city hall building and a renovated existing city hall building (previously completed) to provide the best value for the City.

Huitt-Zollars proposes to provide the following services under this contract:

- Preparation of a programming questionnaire for a new city hall building.
- Review of the responses to the questionnaire by select City Staff from the nine departments/divisions that are currently located in the current city hall.
- Conduct a programming charrette with select City Staff to review questionnaire responses and to obtain additional information and make decisions that will impact the design of a new building.
- Provide hard copies of the programming spread sheets, adjacency, and stacking diagrams for City review.
- Meet with the City to finalize the programming package.

Should City Council approve the professional services agreement, the funding for the architectural pre-design programming services will come from the City's general operating fund balance.

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

**Account Number:** 111-9001-00-4100 **Amount:** \$39,640

**Legal Review Required:** N/A \_\_\_ Required X **Date Completed:** 10/28/2015

**Supporting documents attached:**

- Huitt-Zollars Proposal

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**Recommendation:** Move to approve the Professional Services Agreement with Huitt-Zollars, Inc. in an amount not to exceed \$39,640 for architectural pre-design programming services for a potential new city hall building; and authorize the City Manager to sign.

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Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

October 14, 2015

Michelle H. Segovia, P.E., CFM  
City Engineer  
City of Alvin  
1100 West Highway 6  
Alvin, Texas 77511

Reference: Architectural Programming Services– Alvin City Hall Building

Dear Ms. Segovia:

Huitt-Zollars, Inc. (HZI) appreciates the opportunity to provide this proposal for professional architectural and engineering services to the City of Alvin (City). The City has requested that Huitt-Zollars (HZI) provide Architectural Pre-Design Programming services for a potential new City Hall Building. Our proposal is based upon the scope of services, compensation, schedule and terms and conditions in the City's standard engineering agreement.

The intent of this project is to investigate and evaluate design options for a potential new City Hall Building and a renovated existing City Hall building (previously completed scope of work) to provide the best value for the City.

## **SCOPE OF SERVICES:**

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### **1.0 Basic Services:**

#### **1.1 Architectural Space Programming (ASP)**

Evaluate and determine the best course of action for maximizing space utilization, improving operational efficiencies, accommodate future growth of city services and address security risks as part of a potential new City Hall Building.

- A. Prepare a programming questionnaire for a New City Hall Building and review responses to questionnaire by selected City staff. Renovation Programming Questionnaires responses completed under previous scope of work will be referenced and incorporated as applicable.
  - 1) City Departments to be included in the new City Hall Programming are:
    - a. City Manager (Including Mayor's Office)
    - b. City Clerk
    - c. Legal
    - d. Economic Development
    - e. Water Utilities
    - f. Human Resources
    - g. Finance
    - h. Information Technology
    - i. Municipal Courts
- B. Conduct a programming charrette with selected City staff to review questionnaire responses and to obtain additional information and decisions that will impact the design of a new facility. The purpose of the charrette is to:
  - 1) Obtain input on the overall design concepts for the Project
  - 2) Document the City's project goals and objectives
  - 3) Identify best use and maximize useable space
  - 4) Review the projected needs (20 years) of the City
  - 5) Review existing operational philosophy and policies, procedures, and techniques and identify and evaluate opportunities to improve operational efficiency
  - 6) Review requirements for offices, meeting/conference rooms, storage, and other City Hall functions

- 7) Review administrative and contracted activities and requirements
  - 8) Review public access and site and building security requirements
  - 9) Review communications and IT requirements
  - 10) Discuss departmental and staffing adjacency diagrams
  - 11) Review relationships and required adjacencies between functional areas
  - 12) Identify functional areas to be located in the new facility
  - 13) Identify space requirements for administrative operations functions in the project including:
    - a. Requirements for offices, staff areas along with quantity size, and type of spaces
    - b. Requirements for storage (documents - permanent and temporary, supplies, equipment, etc.)
  - 14) Identify parking requirements for City vehicles, employees, visitors, and delivery vehicles
- C. Submit five (5) hard copies (Programming Spread Sheets, Adjacency and Stacking Diagrams) for review by the City.
- D. Upon completion of City review, meet with City to review and revise diagrams. Anticipate a maximum of two (2) meetings with the City to finalize programing documents. Huitt-Zollars shall respond to City's comments, if necessary, to finalize Programming Package.

## 2.0 Additional Services:

Because the effort required for some items of work varies considerably from project to project, and because some items of work are sometimes provided separately by the City, these items of work are not included in the basic services fees and are charged separately. Additional Services, mutually agreed upon and authorized separately by the City in writing, shall be completed on a lump sum or an hourly basis in accordance with the attached Hourly Rate Sheet. Such additional services may include:

- A. Preparing measured drawings of existing buildings
- B. Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of Huitt-Zollars
- C. Conceptual Design Services
- D. Providing photo-realistic renderings, animations, or video walk-throughs of the project.
- E. Fees associated with Agency Reviews, Plats, Recordation, Tax Certificates, Title Commitments, Private Utility Information, Permitting and/or Inspections.
- F. Supplies and materials that are not part of Basic Services, such as display boards, signage, banners, art supplies, and materials for temporary installations.
- G. Any other service not otherwise included in the Basic Services

## 3.0 City Provided Services:

City shall provide Huitt-Zollars with the following:

- A. Access to the Project
- B. Available Drawings and Reports
- C. Questionnaire Response

**COMPENSATION:**

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**4.0 Basic Services**

Our estimated fee for the Basic Services is as follows:

1.1 Architectural Programming Phase	\$ 38,640.00	(lump sum)
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**5.0 Reimbursable Expenses**

We recommend a budget for reimbursable expenses estimated at \$ 1,000.00 and shall be compensated based upon the attached Rate Schedule.

**6.0 Total Estimated Budget**

Our total estimated budget for this project is Thirty Nine Thousand and Six Hundred Forty Dollars (\$ 39,640.00).

**7.0 Additional Services**

Additional Services, mutually agreed upon and authorized separately by the City in writing, shall be completed on a lump sum basis or an hourly not-to-exceed basis per the attached Hourly Rate Sheet.

**8.0 Invoicing**

Invoices will be submitted monthly. Lump sum tasks shall be invoiced based upon percentage of work completed. Hourly tasks shall be invoiced based on number of hours worked per the attached Hourly Rate Sheet.

**SCHEDULE:**

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Our estimated schedule (working days) for the Basic Services is as follows:

1.1 Architectural Programming	40 days (8 weeks)
City Review of Final Programming	10 days (2 weeks)

Michelle H. Segovia, P.E., CFM  
City of Alvin  
October 14, 2015  
Page 4 of 4

**AUTHORIZATION:**

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Should this proposal meet with your approval and acceptance, please sign and return to our office by e-mail or facsimile at (281) 496-0220. We will schedule the above services as soon as we receive your written authorization. If you have any questions, please call.

Sincerely,  
HUITT-ZOLLARS, INC.

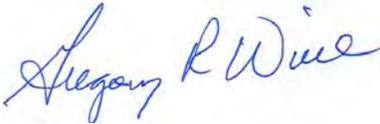
Accepted and Approved for  
City of Alvin



\_\_\_\_\_  
(Signature)

Chris Manthei, AIA, RAS  
Vice President

\_\_\_\_\_  
(Name)



\_\_\_\_\_  
(Title)

Gregory R. Wine, P.E., LEED AP  
Senior Vice President

\_\_\_\_\_  
(Date)

Attachments:     Rate Schedule

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. TBAE is located in the Hobby Building, 333 Guadalupe, Suite 2-305, Austin, TX 78701. Telephone number: 512-305-9000.

# HUITT-ZOLIARS

## Houston West

2015

### HOURLY RATE SHEET

#### Engineering/Architecture

Principal-In-Charge	\$ 225.00
QA Manager	\$ 180.00
Sr. Project Manager	\$ 180.00
Project Manager	\$ 170.00
Sr. Civil Engineer	\$ 175.00
Sr. Structural Engineer	\$ 175.00
Sr. Mechanical Engineer	\$ 175.00
Sr. Electrical Engineer	\$ 175.00
Civil Engineer	\$ 170.00
Structural Engineer	\$ 165.00
Mechanical Engineer	\$ 165.00
Electrical Engineer	\$ 165.00
Plumbing Engineer	\$ 165.00
Engineer Intern	\$ 115.00
Sr. Architect	\$ 175.00
Architect	\$ 145.00
Architect Intern	\$ 115.00
Sr. Landscape Architect	\$ 140.00
Landscape Architect	\$ 90.00
Landscape Architect Intern	\$ 80.00
Sr. Planner	\$ 185.00
Planner	\$ 150.00
Planner Intern	\$ 110.00
Sr. Interior Designer	\$ 110.00
Interior Designer	\$ 95.00
Sr. Designer	\$ 125.00
Designer	\$ 115.00
Sr. CADD Technician	\$ 125.00
CADD Technician	\$ 90.00

#### Survey

Survey Manager	\$ 155.00
Sr. Project Surveyor	\$ 130.00
Project Surveyor	\$ 120.00
Surveyor Intern	\$ 115.00
Survey Technician	\$ 90.00

#### Survey Crews

1-Person Survey Crew	\$ 90.00
2-Person Survey Crew	\$ 135.00
3-Person Survey Crew	\$ 185.00

#### Construction

Construction Manager	\$ 175.00
Resident Engineer	\$ 160.00
Sr. Project Representative	\$ 120.00
Resident Project Representative	\$ 95.00

#### Administrative

Sr. Project Support	\$ 85.00
Project Support	\$ 70.00

#### Reimbursable Expenses

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	IRS Standard Business Mileage Rate



# AGENDA COMMENTARY

**Meeting Date:** 11/5/2015

**Department:** Engineering

**Contact:** B. Smith / M. Segovia

**Agenda Item:** Consider Professional Engineering Services Agreement with Ardurra Group LLC in the amount of \$730,000 and an appropriation of an additional \$36,500 for contingencies for engineering services related to the final design of the wastewater treatment plant optimization improvements phase II; and authorize the City Manager to sign.

**Type of Item:**  Ordinance 1<sup>st</sup> Reading  Ordinance 2<sup>nd</sup> Reading  Resolution  Public Hearing  Discussion & Direction

**Summary:** The Ardurra Group will provide final engineering design, bid, and construction phase services for the second and final phase of the wastewater treatment plant optimization project, phase one of the project was completed in 2007. This second phase of the project consists of aerator, clarifier, belt press, non-potable water system, plant alarm system, and general site improvements. Ardurra Group proposes the final design for the project to be complete 217 days following the notice to proceed.

The cost for these services is \$730,000 plus an additional appropriation of \$36,500 for contingencies for a total of \$766,500 to be paid using proceeds from the 2015 Certificates of Obligation.

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

**Account Number:** 235-6003-00-9008 **Amount:** \$766,500

**Legal Review Required:** N/A \_\_\_ Required x **Date Completed:** 10/28/2015

## Supporting documents attached:

- Proposal & Professional Engineering Services Agreement with Ardurra Group
- Pictures of wastewater treatment plant

**Recommendation:** Move to approve Professional Engineering Services Agreement with Ardurra Group LLC in the amount of \$730,000 and an appropriation of an additional \$36,500 for contingencies for engineering services related to the final design of the wastewater treatment plant optimization improvements phase II; and authorize the City Manager to sign.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager



5851 San Felipe Street, Suite 425  
Houston Texas 77057  
TBPE Firm #17004  
(t) 713.385.5601  
www.ardurragroup.com

October 19, 2015

Mr. Brian Smith, P.E.  
Director of Public Services  
City of Alvin, Texas  
1100 W. Highway 6  
Alvin, Texas 77511

Subject: Proposal to Provide Professional Engineering Services  
Wastewater Treatment Plant Optimization Improvements Phase II

Dear Mr. Smith:

Ardurra Group, LLC (Ardurra) is pleased to have the opportunity to submit this proposal to the City of Alvin to provide professional engineering services in conjunction with the subject project.

Please find the attached Agreement and Exhibits A through C which provides the detailed scope of services for the final design, bidding services, engineering services during construction, and additional services as discussed for the City of Alvin Wastewater Treatment Plant (WWTP).

Based on the scope of services included in Exhibit A, we propose to complete the work under a maximum not to exceed basis in the amount of \$730,000 as shown in the task breakdown on Table A-1. Also, please find the attached detailed level of effort tabulation as well as the anticipated completion schedule in Exhibits B and C respectively.

We look forward to beginning work on this important project and appreciate the opportunity to serve the City of Alvin. If you have any questions or require additional information, please contact me at 713-385-5601.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeffrey S. Peters".

Jeffrey S. Peters, P.E., BCEE  
Principal Engineer  
Ardurra Group, LLC  
TPBE Firm Registration No. 17004

Attachments

**ARDURRA GROUP LLC**  
**AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL ENGINEERING SERVICES**

By this Agreement, with an Effective Date of \_\_\_\_\_, entered into between \_\_\_\_\_ City of Alvin, Texas \_\_\_\_\_ (“Owner”) and Ardurra Group LLC, a Louisiana company with an office at 5851 San Felipe St., Suite 425, Houston, Texas (“Engineer”), Owner and Engineer have agreed that Engineer will provide professional services for the Specific Project addressed in this Agreement. Owner and Engineer agree as follows:

**Article I. Services of Engineer**

Section 1.01 Engineer shall provide such Engineering Services as set out in and limited by the Scope of Work attached to this Agreement as Exhibit A. Engineer shall have no responsibilities or obligations other than those Engineering Services described in this Agreement, including Exhibit A.

**Article II. Owner’s Responsibilities**

Section 2.01 Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing Engineering Services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

Section 2.02 Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of any Issue of Concern or any relevant material defect in the Engineering Services or the Specific Project as such may impact the Engineering Services.

Section 2.03 The Owner shall designate a single person as the acting project manager during the term of this Agreement. The project manager has the authority to administer this Agreement and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by the Owner on any aspect of the work shall be directed to the project manager.

Section 2.04 The Owner shall review submittals by the Engineer and provide prompt response to questions and rendering of decisions pertaining thereto, to minimize delay in the progress of the Engineer’s work. The Owner will keep the Engineer advised concerning the progress of the Owner’s review of the work. The Engineer agrees that the Owner’s inspection, review, acceptance or approval of Engineer’s work shall not relieve Engineer’s responsibility for errors or omissions of the Engineer or its sub-consultant(s) or in any way affect the Engineer’s status as an independent contractor of the Owner.

Section 2.05 With respect to this Agreement, Owner represents to Engineer that as of the Effective Date, no Issues or Issues of Concern, other than those disclosed in writing to Engineer, exist relative to the Specific Project addressed in this Agreement.

- (a) If Engineer encounters or learns of an undisclosed Issue of Concern, then Engineer shall notify Owner.
- (b) It is acknowledged by both parties that Engineer’s scope of Engineering Services does not include any services related to unknown or undisclosed Issues of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Issue of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

- (c) If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Issues of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Issue of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of Engineering Services until Issue of Concern is sufficiently addressed.

**Article III. Time for Rendering Engineering Services**

- Section 3.01 Engineer is to complete all Engineering Services under this Agreement within the time frame as set out in the Scope of Work attached to this Agreement as Exhibit A.
- Section 3.02 If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- Section 3.03 Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its Engineering Services.
- Section 3.04 If Engineer fails, through its own fault, to complete the performance required under this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of actual direct damages, if any, resulting from such failure.

**Article IV. Suspension and Termination**

- Section 4.01 Termination for Cause: The obligation to provide Engineering Services under this Agreement may be terminated for cause:
  - (a) By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement, through no fault of the terminating party.
- Section 4.02 Additional grounds for termination by Engineer:
  - (a) Failure of Owner to pay in accordance with this Agreement;
  - (b) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - (c) upon seven days written notice if the Engineer's services are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of undisclosed Issues of Concern.
  - (d) Engineer shall have no liability to Owner on account of such termination.
- Section 4.03 Notwithstanding the foregoing, this Agreement will not terminate if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof.
- Section 4.04 Engineer shall be entitled to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in this Agreement.

**Article V. Insurance**

Section 5.01 The Engineer shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons, damages to property, or any errors and omissions relating to the performance of any work by the Engineer, its agents, employees or subcontractors under this Agreement, as follows:

- (a) Workers' Compensation as required by law.
- (b) Professional Liability Insurance in an amount not less than \$1,000,000 in the aggregate.
- (c) Comprehensive Commercial General Liability and Property Damage Insurance with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for each occurrence of damage to or destruction of property.
- (d) Comprehensive Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with combined single minimum limits of \$1,000,000 for injury or death of any one person, each occurrence, and property damage.

Section 5.02 The Engineer shall include the Owner as an additional insured under the policies, with the exception of the Professional Liability Insurance and Workers' Compensation. Certificates of Insurance and endorsements shall be furnished to the Owner. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, and/or reduced in coverage or in limits ("Change in Coverage") except with prior written consent of the Owner and only after the Owner has been provided with written notice of such Change in Coverage, such notice to be sent to the Owner no fewer than ten (10) days prior to the effective date of such Change in Coverage.

Section 5.03 Engineer shall deliver valid and current certificates of insurance evidencing the coverages. Such certificates shall be furnished promptly after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement. Any insurance on a "claims made" basis shall be maintained for at least five (5) years after completion of the Engineering Services.

Section 5.04 All policies of insurance relating to a Specific Project shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants.

**Article VI. Indemnification**

Section 6.01 Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. Nothing in this Paragraph shall obligate Engineer to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

Section 6.02 Indemnification by Owner: Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or Consultants.

## **Article VII. Payment**

Section 7.01 Invoices. Engineer shall prepare invoices in accordance with its standard invoicing practices and as set out in the schedule of costs attached to this Agreement as Exhibit A.

Section 7.02 Payments. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.

Section 7.03 Failure to Pay: If Owner fails to make any payment due Engineer for Engineering Services and expenses within 30 days after receipt of Engineer's invoice, then:

- (a) Amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
- (b) Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

Section 7.04 Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

## **Article VIII. General Considerations**

Section 8.01 Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

Section 8.02 Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of Engineering Services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth herein and to the extent compliance is not inconsistent with professional practice requirements.

Section 8.03 Engineer shall not at any time be responsible for, supervise, direct, control, or have authority over any work on the Specific Project, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- Section 8.04 Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- Section 8.05 Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- Section 8.06 Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- Section 8.07 Engineer's services do not include providing legal advice or representation.
- Section 8.08 Use of Documents
- (a) All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.
  - (b) If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
  - (c) Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents.
- Section 8.09 Electronic Transmittals. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- Section 8.10 Controlling Law. This Agreement is to be governed by the Laws and Regulations of the State of Texas, regardless of the application of any choice of law statutes, code articles, or other law.
- Section 8.11 Successors, Assigns, and Beneficiaries
- (a) Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- (b) Unless expressly provided otherwise in this Agreement, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
- (c) All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

**Section 8.12 Dispute Resolution**

- (a) Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 14 calendar days from the date of notice prior to invoking the Dispute Resolution or other provisions of this Agreement, or exercising their rights at law. The laws of the State of Texas shall govern the terms of this Agreement.
- (b) If the parties fail to resolve a dispute through negotiation, the Engineer and Owner desire an expeditious means to resolve any disputes that may arise between under this Agreement. To accomplish this, the parties agree to mediation as follows: If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation as mentioned in (a) above, then the parties agree to try in good faith, and before pursuing any legal remedies, to settle the dispute by mediation of a third party who will be selected by agreement of the parties.

**Section 8.13 Records Retention.** Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under this Agreement, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

**Article IX. Exhibits and Miscellaneous Provisions**

**Section 9.01** This Agreement is subject to the provisions of the following Exhibits which are attached to and made part of the Agreement:

- (a) Exhibit A – Detailed Scope of Engineering Services
- (b) Exhibit B – Detailed Level of Effort
- (c) Exhibit C – Project Schedule

**Section 9.02 Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

**Section 9.03 Survival:** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

**Section 9.04 Severability:** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- Section 9.05 Waiver: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- Section 9.06 Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.
- Section 9.07 Non-Exclusive Agreement: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.
- Section 9.08 Total Agreement: This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.
- Section 9.09 Designated Representatives. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents.

#### **Article X. Definitions**

Section 10.01 Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:

- (a) Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified herein.
- (b) Construction Contract Documents—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.
- (c) Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.
- (d) Consultants—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
- (e) Contractor—The entity or individual with which Owner enters into a separate Construction Contract relative to the Specific Project.
- (f) Documents—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

- (g) Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.
- (h) Effective Date of the Agreement—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
- (i) Engineer—The individual or entity named as such in this Agreement.
- (j) Engineering Services—that work of Engineer as set out in the Scope of Work attached to this Agreement as Exhibit A.
- (k) Issue of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, and/or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
- (l) Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- (m) Owner—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts with Constructors concerning Specific Projects.
- (n) Record Drawings—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
- (o) Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
- (p) Site—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.
- (q) Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

- (r) Specific Project—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
- (s) Subcontractor—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.
- (t) Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
- (u) Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
- (v) Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.
- (w) Day-- a calendar day of 24 hours measured from midnight to the next midnight.

SIGNATURE PAGE FOLLOWS

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.**

OWNER:

By:

Print Name:

Title:

Date Signed:

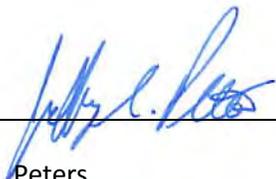
Ardurra Group LLC:

By:

Print Name:

Title:

Date Signed:

  
Jeffrey. S. Peters

Principal

10/19/2015

Engineer License or Firm's Certificate No. (if required): 17004

State of : Texas

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

Ardurra Group LLC  
5851 San Felipe St, Suite 425  
Houston TX 77057  
Attention: Jeffrey S. Peters, P.E., BCEE

DESIGNATED REPRESENTATIVE

DESIGNATED REPRESENTATIVE

Jeffrey S. Peters, P.E., BCEE

Title:

Title: Principal

Phone Number:

Phone Number: 713-385-5601

E-Mail Address:

E-Mail Address: jpeters@ardurragroup.com



October 19, 2015

**Scope of Services  
For  
Wastewater Treatment Plant Optimization Improvements Phase II**

The Engineer will perform necessary tasks to complete final design services, bid phase services, and design services during construction, including additional services for the improvements to the City of Alvin's Wastewater Treatment Plant (WWTP) for the City of Alvin as defined in this scope. The work associated with these engineering services is separated into the following tasks:

- I. Final Design Services
- II. Bid Phase Services
- III. Design Services During Construction
- IV. Additional Services

**I. FINAL DESIGN SERVICES**

**A. General/ Project Management**

1. Final design services will be only for improvements identified for design and construction as described below. This project is the second phase of a two phase improvement program. The first phase was performed in 2007.
2. Coordinate with staff and project personnel to complete project tasks and meet project objectives;
3. Develop and maintain a project schedule with detailed milestones;
4. Engineer will conduct monthly progress meetings during the design phase with City staff to review work completed to date, project schedule, and other issues. These meetings will be approximately 1-hour in duration.
5. Engineer will perform project management duties through the design phase, including tracking budget and schedule and meeting with City staff as required.
6. Engineer will perform quality assurance/quality control procedures during the design phase. Those procedures will include a technical review of 60 percent and 90 percent review documents. Full technical specifications for review will be submitted at 60%. Bid form and completed "front end documents" will be included at 90%.



7. Engineer will coordinate client reviews in accordance with City procedures. Reviews are anticipated at 60 percent and 90 percent completion of design. Engineer will review, consolidate and prepare written response to City's review committee.
8. Engineer will coordinate external regulatory meetings with the TCEQ if necessary.

### B. Plans and Specifications

1. The Engineer will prepare complete contract documents (plans and specifications) for use in bidding and constructing the work associated with the improvements project. Plans and specifications will be prepared for a single construction contract for the wastewater treatment plant optimization improvements, as identified below. Proposed improvements include the following:
  - a. Aeration improvements:
    - (1) Replacement of the existing surface aerators in aeration train II with a fine bubble membrane diffused air system;
    - (2) A total of 3 base and alternative designs (as additive or deductive alternates pending decision from the City of Alvin before the 90% submittal) for the following:
      - (a) Additional high speed aeration blower (similar to existing blower No. 1);
      - (b) Additional multi-stage or positive displacement blower for manual backup service only; or,
      - (c) Not providing a 3<sup>rd</sup> aeration blower and just use existing digester blowers for redundancy;
    - (3) Air system instrumentation (flow meter, pressure sensors, etc...) pending alternative selected in (2) above;
    - (4) Miscellaneous metals consisting of pipe supports, pipe walkovers (if applicable) and effluent weir trough;
    - (5) New RAS line; and
    - (6) Miscellaneous structural and hydraulic improvements.
  - b. Secondary Clarifier No. 2 – Replacement of existing clarifier mechanism (Secondary Clarifier No. 2) and control panel with a spiral type mechanism as manufactured by Eimco to match existing clarifier nos. 1 and 3 that were replaced in Phase I improvement project.
  - c. Aerated Sludge Holding Tanks



- (1) Replacement of non-working/non-functional gates and valves;
  - (2) Rehabilitation of existing coarse bubble diffused air system that may include partial or complete submersed air header replacement pending project needs;
  - (3) Partial or complete replacement of failing/leaking air header(s); and
  - (4) Addition of handrail where deemed necessary.
- d. New belt press and related dewatering equipment to be installed in existing building
- (1) One (1) 2.0 meter 3-belt, belt filter press;
  - (2) One (1) inclined conveyor with a single collection hopper and single discharge;
  - (3) Packaged polymer feed system and associated piping;
  - (4) Two new belt press feed pumps; and
  - (5) Associated controls and electrical components.
- e. Non-potable water (NPW) system
- A total of three (3) base and alternative designs (as additive or deductive alternates pending decision from the City of Alvin prior to the 90% design submittal) for the following:
- (1) Do nothing and, provided the existing belt wash water storage tank is adequate, leave the existing potable water fill system in place and only include a separate belt wash water pump; or
  - (2) Replace the existing vertical turbine pumps with a solids handling end suction pump and simple (relay) control system that will pump water to the existing belt water wash tank and/or a separate belt wash water pump will then be provided by the belt press manufacturer; or
  - (3) Replace existing NPW pump system with a complete end suction system capable of delivering adequate pressure to supply normal plant washdown water, NPW demands at other process units, and adequate supply and pressure for the addition of a new 2.0 meter, 3-belt belt filter press. Alternatively, Engineer, with concurrence of Owner, may design a new NPW system specifically for the belt filter press.
- f. Plant alarm notification system



Provide the design of various electrical contacts to a central existing RACO Verbatim autodialer system for plant alarms including, but not limited to loss of plant power, aeration system failure, clarifier failure, lift pump failure, RAS pump failure, and other miscellaneous alarms as determined through the final design phase. City of Alvin shall give final determination on alarm types with the 60% review comments. It will also be determined at the 60% phase if the autodialer system will be included in the base bid or alternate bid, pending available construction budget.

- g. Miscellaneous other improvements, including yard piping and general site/civil improvements associated with the above scope of work.
  - 2. Engineer will meet requirements for notification and submission to the TCEQ for review/approval of documents and design.
  - 3. Engineer will submit plans for City's review/approval/signature.
  - 4. Engineer will provide electronic versions of plans and specifications (pdf) to the City for bidding.
- C. Cost Estimate

Engineer will prepare opinions of probable cost for the construction of the expansion at the 60 and 90 percent design completion stages and when final contract documents are completed.

D. Deliverable

Engineer will provide City staff three (3) sets of half-size review documents at the 60 percent and 90 percent design completion, five (5) sets of half-size bid documents and five (5) sets of half-size conformed documents after bid award. Electronic PDF versions on CD will be provided with each copy.

## II. BIDDING SERVICES

Bidding services will be performed as described below:

- A. Owner will reproduce and distribute contract documents to prospective bidders and vendors and maintain a log of distribution.
- B. Engineer will attend the pre-bid conference for the construction project and answer, by written addenda, contractors and supplier's functional and technical questions during the bidding phase. Owner will reproduce and distribute all addendums to prospective bidders and vendors and maintain a log of distribution.
- C. Engineer will provide clarifications and answer questions from prospective bidders and vendors during the bidding phase. If necessary, such clarifications will be included in the addenda.



- D. Engineer will evaluate bid and make a recommendation of award. Owner will receive bids and check and verify all contract documents and insurance requirements. Engineer will prepare Engineer's Recommendation of Award Letter that includes the following required content:
  - 1. Check for math errors and reconciliation of any mathematical discrepancies
  - 2. Review for unbalance bid items
  - 3. Review of contractor's financial standing and references provided
  - 4. Recommendation to award
- E. Engineer will attend City Council meeting and recommendation for award of Contract for Construction.

### III. ENGINEERING SERVICES DURING CONSTRUCTION

#### A. General

- 1. Engineer will attend pre-construction meeting to provide information & answer questions.
- 2. Engineer will attend monthly construction progress meetings. Up to 18 total meetings will be attended.
- 3. Engineer shall make visits to the site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Such visits and observations by Engineer are to include spot checking, selective review and similar methods of general observation of the work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep City informed of the progress of the work. Site visit reports will be provided documenting the details of each site visit.
- 4. Engineer will perform project management duties similar to those in the previous phases, throughout construction.
- 5. Engineer will review and approve monthly pay applications. Engineer's approval of pay applications is approval of work progress and not an acceptance of the work. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work. Engineer shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.



6. Engineer will review progress of work for Substantial Completion (in the form of a Substantial Completion walkthrough inspection); with production of punch list; substantiation that items are completed; and issue both Certificate of Substantial Completion & Final Acceptance executed with concurrence of the City.
7. Engineer will issue letter to City recommending acceptance & release of final payment after City review and concurrence.

## B. Submittal Review

1. Engineer will review and comment on Contractor's submittals, RFIs, RCOs including coordination with the City on Change Directives and Change Orders.
2. Engineer will provide interpretive guidance for Contractor and City in resolution of problems

## IV. ADDITIONAL SERVICES

Additional services will be provided on an as-needed basis as described below.

### A. Construction Materials Testing

Engineer will subcontract with an independent firm to perform construction materials testing (concrete, protective coatings, etc..) as necessary.

### B. Resident Engineering Services

1. Engineer shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist Engineer in observing progress and quality of the work of Contractor.
2. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for City against defects and deficiencies in the work of Contractor. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by Contractor, for safety precautions and programs incident to the work of Contractor, for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
3. The duties and responsibilities of the RPR are limited to those of Engineer in Engineer's agreement with the City and in the construction Contract Documents, and are further limited and described as follows:



## 4. General

- a. RPR is Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Engineer and Contractor, keeping City advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with City with the knowledge of and under the direction of Engineer.

## 5. Duties and Responsibilities of RPR

- a. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
- b. *Conferences and Meetings:* Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- c. *Liaison:*
  - (1) Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist Engineer in serving as City's liaison with Contractor when Contractor's operations affect City's onsite operations.
  - (2) Assist in obtaining from City additional details or information, when required for proper execution of the Work.
- d. *Shop Drawings and Samples:*
  - (1) RPR shall maintain a tracking log of Submittals, Shop Drawings and Samples.
  - (2) Receive Samples which are furnished at the site by Contractor, and notify Engineer of availability of Samples for examination.
  - (3) Advise Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by Engineer.
- e. *Review of Work, Rejection of Defective Work, Inspections and Tests:*
  - (1) Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.



- (2) Report to Engineer whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - (3) Verify that tests, equipment and systems start-up and operating and maintenance training are conducted in accordance with the Contract Documents in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
  - (4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.
- f. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
- g. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
- h. *Records:*
- (1) Maintain at the job site orderly files (using City file codes, if applicable) for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Addenda, Change Orders, RFIs, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.
  - (2) Prepare a daily report and keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
  - (3) Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment, provide the information to the City and provide updates if such information changes.



- i. *Reports:*
    - (1) Furnish to Engineer monthly reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
    - (2) Consult with Engineer and City in advance of scheduled major tests, inspections or start of important phases of the Work.
    - (3) Draft proposed Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to Engineer Change Orders, Work Change Directives, and RFIs.
    - (4) Report immediately to Engineer and City the occurrence of any accident.
  - j. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
  - k. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Engineer for review and forwarding to City as required in the Contract Documents.
  - l. *Completion:*
    - (1) Before Engineer issues a Certificate of Substantial Completion, coordinate with the Contractor to prepare a list of observed items requiring completion or correction.
    - (2) Observe whether Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
    - (3) Conduct a final inspection in the company of Engineer, City and Contractor and prepare a final list of items to be completed or corrected.
    - (4) Observe whether all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Final Completion Certificate.
6. Limitations of Authority by RPR



- a. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by Engineer and City.
  - b. Shall not exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
  - c. Shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
  - d. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
  - e. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
  - f. Shall not accept Shop Drawing or Sample submittals from anyone other than Contractor.
  - g. Shall not authorize City to occupy the Project in whole or in part.
  - h. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.
7. The RPR services are based on twenty three (24) months of full time inspection. Inspection shall be conducted upon commencement of construction activity.

### C. Record Drawings

1. Engineer will coordinate with general contractor and sub-contractors as necessary to obtain complete record of As-Built "redlines".
2. Engineer will provide Record Drawings from Contractor's As-Built "redlines" in electronic format (CD) & hard copy format
3. Definitions:
  - a. As-Built "redlines": Contractor's record of field changes to the work in line, grade & elevation
  - b. Record Drawings: Engineer's incorporation of Contractor's As-Built

### V. SCHEDULE

- A. The Engineer shall initiate each phase of work described herein immediately upon the execution



of the Agreement and upon issuance by City of Notice to Proceed. A Gantt Bar Chart of the below schedule is provided in **Exhibit C**.

- B. Engineer shall deliver 60% review documents within 120 calendar days of receipt of Notice to Proceed.
- C. Engineer shall deliver 90% review documents within 60 calendar days of receipt of City's comments on the 60% review documents.
- D. Engineer shall deliver Final Contract documents within 30 calendar days of receipt of City's comments on the 90% review documents.

### VI. COST

- A. A summary of proposed fees is shown in Table A-1 and the fee schedule and breakdown is included as Exhibit B.

### VII. PAYMENT SCHEDULE

- A. Engineer shall invoice lump sum portions monthly for basic services, based on the percentage of the task that has been completed.
- B. Payment for additional services shall be for reimbursable costs accrued at the time of each invoice, in accordance with the billing rates shown in Table A-2.
- C. Engineer shall only commence work for each Phase as authorized by the City in writing or email.

### VIII. CLARIFICATIONS AND EXCLUSIONS

- A. It is assumed that project will be confined within the existing property and no work will be done outside of the plant fence, including modification of the outfall or discharge piping.
- B. Engineer shall provide the number of hard copies of each deliverable as shown in the deliverable task above for each phase. Engineer assumes no costs for reproduction of bid documents for distribution to bidders. Any additional copies as required in writing from the City of Alvin via letter, email, or fax will be invoiced "at cost" to Engineer plus 10%.



TABLE A-1  
 TO AGREEMENT BETWEEN ENGINEER AND OWNER FOR PROFESSIONAL SERVICES  
 FOR  
 CITY OF ALVIN  
 ALVIN WASTEWATER TREATMENT PLANT OPTIMIZATION IMPROVEMENTS PHASE II  
 BASIC AND ADDITIONAL SERVICES FEES

TASK NO.	TASK DESCRIPTION	AMOUNT
<b>I.</b>	<b>Final Design Basic Services (Lump Sum)</b>	
A.	60% Design	\$270,000
B.	90% Design	\$134,000
C.	Final Plans and Specifications	\$46,000
D.	Total Final Design	\$450,000
<b>II.</b>	<b>Bidding Services (Lump Sum)</b>	
	Bidding Services (Pre-bid, Addenda, Conformed Documents & Bid Opening/Award)	\$23,000
<b>III.</b>	<b>Engineering Services During Construction (Lump Sum)</b>	
	Attend monthly meetings (12), evaluate RFI's, review submittals, shop drawings, and pay estimates, perform walkthrough, generate punchlist, and prepare final closeout documents)	\$124,000
<b>IV.</b>	<b>Additional Services (Hourly Not to Exceed)</b>	
A.	Construction Materials Testing	\$5,000
B.	Resident Engineering Services (RPR)	\$110,000
C.	Record Drawings	\$18,000
	<b>Total Contract Amount</b>	<b>\$730,000</b>



TABLE A-2  
TO AGREEMENT BETWEEN ENGINEER AND OWNER  
FOR  
PROFESSIONAL SERVICES  
FOR  
CITY OF ALVIN  
ALVIN WASTEWATER TREATMENT PLANT OPTIMIZATION IMPROVEMENTS PHASE II  
HOURLY LABOR RATES

LABOR CATEGORY	Hourly Rate
Principal	\$220
Sr. Tech Specialist (QA/QC)	\$220
Engineer 6/7	\$180
Engineer 4/5	\$150
Engineer 2/3	\$130
Senior Designer/Drafter	\$130
Administrative & Accounting	\$100

Exhibit B / Detailed Level of Effort

City of Alvin Wastewater Treatment Plant

Optimization Improvements Phase II

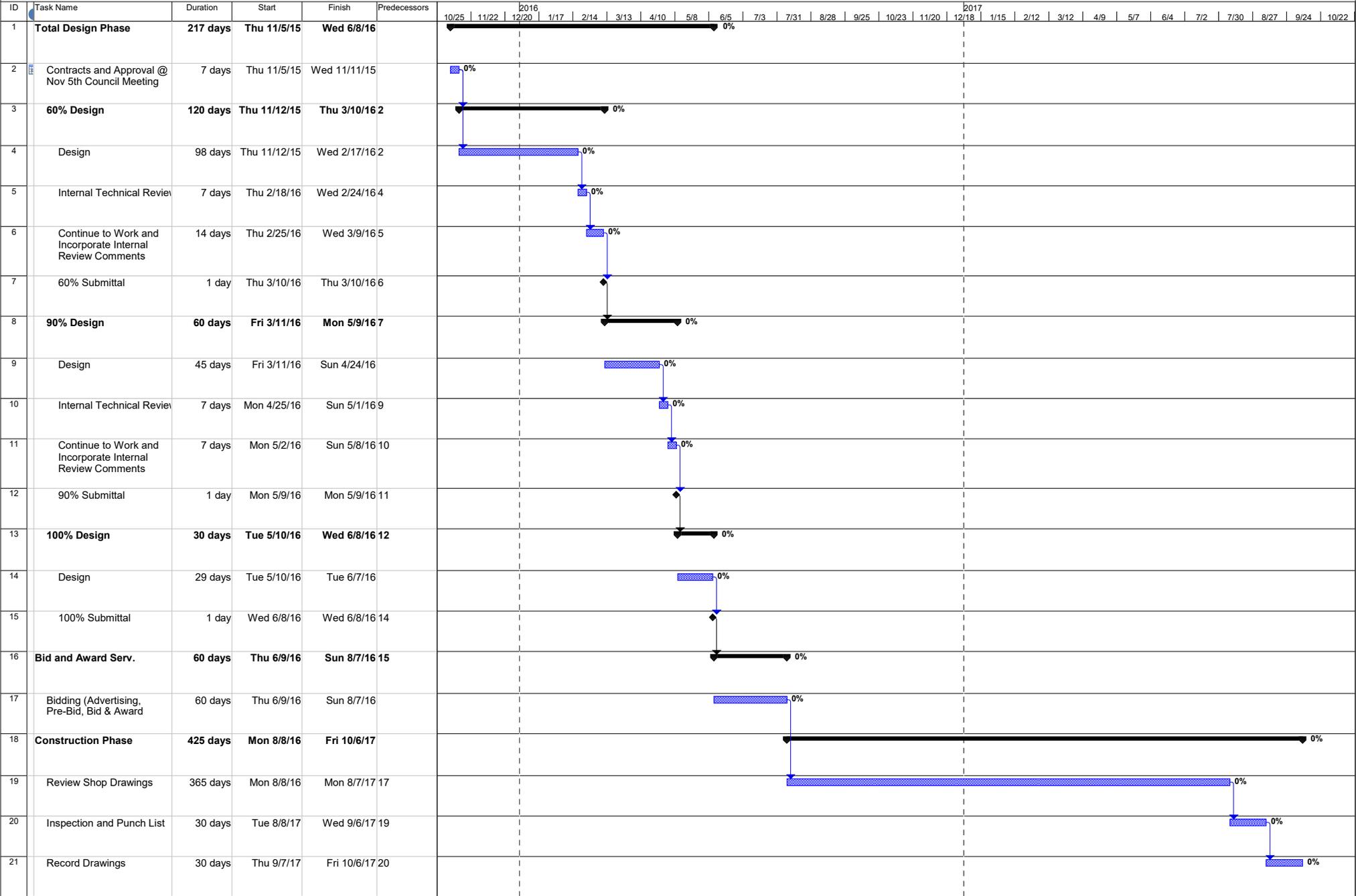


Task No.	Task Description	Project Manager hrs	QA/QC hrs	Eng. 6/7 hrs	Eng. 2/3 hrs	Designer hrs	Sr. Field PM hrs	Clerical hrs	OP \$	ODC \$	Totals \$	Total Hrs
<b>I. Final Design Phase Services</b>												
A.	60 Percent Design Submittal	200	50	300	300	420		170	\$42,000	\$3,000	\$270,000	1440
B.	90 Percent Design Submittal	100	20	150	150	210		80	\$21,000	\$2,500	\$134,000	710
C.	Final Plans and Specifications	30	10	50	50	70		30	\$7,000	\$2,000	\$46,000	240
<b>Total For Design Phase Services</b>		<b>330</b>	<b>80</b>	<b>500</b>	<b>500</b>	<b>700</b>	<b>0</b>	<b>280</b>	<b>\$70,000</b>	<b>\$7,500</b>	<b>\$450,000</b>	<b>2390</b>
<b>II. Bidding Services</b>												
A.	Attend Pre-Bid Meeting	4		4				2			\$2,000	10
B.	Prepare Addenda	12	4	40	12	24		8		\$500	\$17,000	100
C.	Bid Opening/Award	8		12							\$4,000	20
<b>Total For Bidding Services</b>		<b>24</b>	<b>4</b>	<b>56</b>	<b>12</b>	<b>24</b>	<b>0</b>	<b>10</b>	<b>\$0</b>	<b>\$500</b>	<b>\$23,000</b>	<b>130</b>
<b>III. Engineering Services During Construction</b>												
A.	Attend Monthly Meetings (12)	48		24	24			16		\$500	\$21,000	112
B.	Evaluate RFIs	24		32	24			12	\$2,000	\$250	\$18,000	92
C.	Review Submittals/Shop Drawings/Pay Estimates	48		144	144			40	\$5,000	\$500	\$66,000	376
D.	Final Closout/Punchlist	40		20	20			8	\$1,000	\$250	\$19,000	88
<b>Total For Engineering Services During Construction</b>		<b>160</b>	<b>0</b>	<b>220</b>	<b>212</b>	<b>0</b>	<b>0</b>	<b>76</b>	<b>\$8,000</b>	<b>\$1,500</b>	<b>\$124,000</b>	<b>668</b>
<b>III. Additional Services</b>												
A.	Construction Materials Testing								\$5,000		\$5,000	0
B.	Resident Engineering Services (RPR)						1040			\$6,000	\$110,000	0
C.	Record Drawings	4	4	12		60			\$5,000	\$1,000	\$18,000	80
<b>Total For Additional Services</b>		<b>4</b>	<b>4</b>	<b>12</b>	<b>0</b>	<b>60</b>	<b>1040</b>	<b>0</b>	<b>\$10,000</b>	<b>\$7,000</b>	<b>\$133,000</b>	<b>80</b>
<b>Total Contract Amount</b>		<b>518</b>	<b>88</b>	<b>788</b>	<b>724</b>	<b>784</b>	<b>1040</b>	<b>366</b>	<b>\$88,000</b>	<b>\$16,500</b>	<b>\$730,000</b>	<b>3268</b>

Notes: 1. OP = Outside Professional; ODC = Other Direct Costs  
 2. All values rounded to nearest \$1,000

# Exhibit C/Project Schedule

## City of Alvin WWTP Optimization Improvements Phase II



**Ardurra Group LLC**  
 City of Alvin WWTP Process Optimiza  
 Date: Mon 10/19/15

Task		Rolled Up Milestone		Project Summary		Inactive Milestone		Manual Summary Rollup		External Tasks	
Milestone		Rolled Up Progress		External Milestone		Inactive Summary		Manual Summary		External Milestone	
Summary		Split		Inactive Task		Inactive Task		Start-only		Progress	
Rolled Up Task		External Tasks		Inactive Milestone		Duration-only		Finish-only		Deadline	











# AGENDA COMMENTARY

**Meeting Date:** 11/5/2015

**Department:** Finance

**Contact:** Junru Roland, Asst. City Manager/CFO

**Agenda Item:** Consider Resolution 15-R-25; adopting the FY16 City of Alvin Investment policy; providing for an effective date, and setting forth other related matters.

**Type of Item:**  Ordinance 1<sup>st</sup> Reading  Ordinance 2<sup>nd</sup> Reading  Resolution  Public Hearing  Discussion & Direction

**Summary:** Pursuant to 2256.005 of the Texas Public Funds Investment Act, the governing body of an investing entity shall review its investment policy and strategies not less than annually. The City's Investment Policy has been certified by the Government Treasurers' Organization of Texas as meeting the requirements of the Public Funds Investment Act; and as a result, there are no recommended revisions for FY16.

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

**Account Number:** \_\_\_\_\_ **Amount:** \_\_\_\_\_

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

**Supporting documents attached:**

- Resolution 15-R-25; Investment Policy
- Broker/Dealer list
- Policy Certification

**Recommendation:** Move to approve Resolution 15-R-25; adopting the FY16 City of Alvin Investment policy; providing for an effective date, and setting forth other related matters.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

**RESOLUTION NO. 15-R-25**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ADOPTING THE CITY OF ALVIN INVESTMENT POLICY FOR FY16 FOR THE INVESTMENT OF MUNICIPAL FUNDS; AND SETTING FORTH OTHER RELATED MATTERS.**

**WHEREAS**, Chapter 2256 of the Texas Government Code requires the City Council to annually review its Investment Policy regarding the investment of City funds and funds under its control;

**WHEREAS**, the City Council of the City of Alvin, Texas desires to adopt its FY16 Investment Policy pursuant to Chapter 2256 Texas Government Code, Public Funds Investment Act; and

**WHEREAS**, pursuant to the Public Funds Investment Act, the governing body of the City shall adopt a resolution stating it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies; **NOW, THEREFORE**,

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

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

**Section 2.** The FY16 City of Alvin Investment Policy was reviewed by City Council, includes no amendments since the last adoption on January 23, 2014, and is hereby adopted as the investment policy of the City of Alvin, attached hereto as "Exhibit A".

**Section 3.** The City Council approves and adopts the list of qualified brokers/dealers that are authorized to engage in investment transactions with the City, attached hereto as Exhibit "B".

**Section 4. Open Meetings.** It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't Code*.

**PASSED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

**THE CITY OF ALVIN, TEXAS**

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

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

# **CITY OF ALVIN INVESTMENT POLICY**

## **I. PURPOSE AND INTENT**

It is the policy of the City of Alvin that the administration of its funds and the investment of those funds shall be handled as its highest public trust. Investments shall be made in a manner which will provide the maximum security of principal invested through limitations and diversification while meeting the daily cash flow needs of the City and conforming to all applicable State statutes, the City of Alvin Home-Rule Charter, City Ordinances and the standards of the Governmental Accounting Standards Board. The receipt of a market rate of return will be secondary to the requirements for safety and liquidity while incurring minimal risks.

It is the stated intent of the policy to adhere by and to be in conformance with the statute known as Chapter 2256, Public Funds Investment Act, Texas Government Code as amended periodically by the Texas Legislature. Specific interpretation of a section contrary to this intent shall not avoid the remaining policy.

## **II. SCOPE**

Consistent with this Policy the City will endeavor to earn a return on funds invested at the highest investment return possible after taking into account the primary goals of preservation and safety of principal, liquidity of funds invested, and yield. This investment policy applies to the funds of the City of Alvin, which include the following:

- A. General Fund
- B. Special Revenue Funds
- C. Capital Projects Fund
- D. Enterprise Funds
- E. Trust and Agency Funds
- F. Debt Service Fund, including Reserves and I & S Funds
- G. Any other funds created by the City

## **III. OBJECTIVES**

The primary objectives, in priority order, of the City investment activities for all fund groups shall be as follows:

- A. **Preservation and Safety Principal** - Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification along credit and maturity lines is required so that potential losses on individual securities are a small fraction of the overall portfolio and do not exceed the income generated from the remainder of the portfolio.
- B. **Liquidity** - The investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements, which might be reasonably anticipated.

C. **Yield** - The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

D. **Public Trust** - All participants in the City's investment process shall seek to act responsibly as custodians of public trust. Investment officials shall avoid any transaction which might impair public confidence in the City's ability to govern effectively.

#### IV. **AUTHORIZED INVESTMENTS**

All City investments shall comply with the Public Funds Investment Act and other applicable laws. It is the policy of the City of Alvin to limit its investments to the following:

A. Obligations of the U.S. Treasury Bills and Notes

1. Maximum remaining maturity at time of purchase shall be three (3) years.
2. Maximum portfolio mix for these instruments, inclusive of all types, shall be fifty-percent (50%).

B. Local Government Investment Pools that have been authorized by the City Council by rule, ordinance, or resolution in accordance with the Interlocal Cooperation Act, Chapter 791, Texas Government Code, which authorizes local governments in Texas to participate in an investment pool established hereunder.

1. Maximum weighted maturity of ninety (90) days.
2. To be eligible to receive funds from and invest funds on behalf of the City, the investment pool shall furnish to the investment officer an offering circular or other similar disclosure instrument that contains, at a minimum, the following information:
  - (a) the types of investments in which money is allowed to be invested;
  - (b) the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool;
  - (c) the maximum stated maturity date any investment security within the portfolio has;
  - (d) the objectives of the pool;
  - (e) the size of the pool;
  - (f) the names of the members of the advisory board of the pool and dates their terms expire;
  - (g) the custodian bank that will safe-keep the pool's assets;
  - (h) whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation;
  - (i) whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment,

- such as insurance or guarantees, and a description of the secondary source of payment;
  - (j) the name and address of the independent auditor of the pool;
  - (k) the requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the City to invest funds in and withdraw funds from the pool; and
  - (l) the performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.
3. To maintain eligibility to receive funds from and invest funds on behalf of the City the investment pool must furnish to the investment officer the following:
- (a) investment transaction confirmations; and
  - (b) a monthly report that contains, at a minimum, the following information:
    - i. the types and percentage breakdown of securities in which the pool is invested.
    - ii. the current average dollar-weighted maturity, based on the stated maturity date, of the pool;
    - iii. the current percentage of the pool's portfolio in investments that have stated maturities of more than one year;
    - iv. the book value versus the market value of the pool's portfolio, using amortized cost valuation;
    - v. the size of the pool;
    - vi. the number of participants in the pool;
    - vii. the custodian bank that is safekeeping the assets of the pool;
    - viii. a listing of daily transaction activity of the City;
    - ix. the yield and expense ratio of the pool;
    - x. the portfolio managers of the pool; and
    - xi. any changes or addenda to the offering circular.
4. A public funds - investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service. A public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily and, to the extent reasonably possible, stabilize at a \$1 net asset value. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, portfolio holdings shall be sold as necessary to maintain the ratio between 0.995 and 1.005. In addition to the requirements of its investment policy and any other forms of reporting, a public funds investment pool created to function as a money market mutual fund shall report yield to its investors in accordance with regulations of the federal Securities and Exchange Commission applicable to reporting by money market funds.

- C. Repurchase Agreements - Fully collateralized direct repurchase agreements having a defined termination date, secured by direct obligations of the U.S. Treasury or U.S. agencies and instrumentalities, in market value of not less than one-hundred and two percent (102 %) of the principal amount of the City funds disbursed, pledged to the City, held in the City's name and deposited at the time the investment is made with a third party selected or approved by the City and placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in the State of Texas
1. Maximum maturity at purchase shall not exceed ninety (90) days with a total weighted average maturity, at any point in time, not to exceed thirty (30) days.
  2. Portfolio mix of repurchase agreements shall be:
    - (a) Overnight repurchase agreements - No limit
    - (b) 30-day repurchase agreements - Not to exceed 15%
    - (c) 60-day repurchase agreements - Not to exceed 10%
    - (d) 90-day repurchase agreements –Not to exceed 5%
- D. Certificates of Deposits issued by national and state banks domiciled in the State of Texas that are guaranteed or insured by the FDIC or its successor(s)
1. All certificates of deposits, in excess of the FDIC, must be collateralized and collateral must be held by a third party selected or approved by the City and valued on a monthly basis. The percentage of collateralization will adhere to law for deposits.
  2. Maximum maturity on any certificate shall be three (3) years from the time of purchase and the portfolio mix shall not exceed forty percent (40%).
- E. Certificate of Deposits made in accordance with the following conditions:
1. A broker that has its main office or a branch office in Texas and is selected from a list adopted by the City
  2. the funds are invested by the City through a depository institution that has its main office or a branch office in Texas and that is selected by the City
  3. the broker or the depository institution selected by the City under Subdivision (2) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, whenever located, for the City's account;
  4. the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States;
  5. the depository institution selected by the City under Subdivision (2), an entity described by Section 2257.041(d), or a clearing broker dealer registered with the Securities and Exchange Commission and operating pursuant to Security and Exchange Commission Rule 15c3 3 (17C.F.R.

Section 240.15c3 3) as custodian for the Authority with respect to the certificates of deposit issued for the City's account.

- F. Municipals - Obligations of states, agencies, counties, cities and other political subdivisions of any state having been rated as to investment quality by a nationally recognized rating agency and having received a rating of not less than "A" or its equivalent.
  - 1. Maximum maturity shall be two years from the date of purchase
  - 2. The portfolio mix shall not exceed thirty percent (30%).
  
- G. Federal Instruments - Eligible for purchase are notes and discount notes of the Federal Home Loan Mortgage Association, Federal National Mortgage Association and Student Loan Marketing Association.
  - 1. Maximum maturity at purchase shall be four (4) years.
  - 2. Maximum portfolio mix for these instruments, inclusive of all types, shall not exceed fifty percent (50%).
  
- H. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by or backed by the full faith and credit of the United States or the State of Texas or their respective agencies and instrumentalities including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States.
  
- I. No-load. SEC registered and regulated money market mutual fund with a minimum rating of AAA-, or at an equivalent rating by at least one (1) nationally recognized rating service.
  
- J. Overnight balances remaining with the City's depository institution subject to a written depository agreement. These are interest-bearing accounts, fully collateralized by pledged U.S. and Texas State government securities.
  
- K. Although additional types of securities and instruments are approved for investment, they are not eligible for investment by the City under this policy. An amended version of this policy approved by the City Council is required prior to investments in any other investment instrument not specified herein.

**V. MONITORING THE RATING CHANGES IN INVESTMENTS**

Consistent with Section 2256.021, Texas Government Code, as amended, the Investment Officer shall monitor all investments that require a minimum rating under subchapter A of Chapter 2256 such that any such investment that does not have the minimum rating shall no longer constitute an authorized investment. Such investments that do not have the required minimum rating shall be liquidated within thirty (30) days of the investment's failure to maintain its required minimum rating.

## **VI. INVESTMENT STRATEGY FOR EACH OF THE FUND GROUPS**

The investment strategy for each of the fund groups identified in the Scope section is set forth as follows:

### **A. General Fund Investment Objectives:**

1. Diversification to eliminate risk of loss resulting from over concentration of assets in a specific maturity, specific issuer or specific class of investment instruments
2. Matching of regular operational expenditures of funds with investment interest, maturing investments and other income sources of the funds
3. Selection of maturities that provide for stability of income and liquidity
4. Short-term investments

### **B. Special Revenue Funds Investment Objectives:**

1. Diversification to eliminate risk of loss resulting from over concentration of assets in a specific maturity, specific issuer or specific class of investment instruments
2. Matching of regular operational expenditures of funds with investment interest, maturing investments and other income sources of the funds
3. Selection of maturities that provide for stability of income and liquidity
4. Short-term investments

### **C. Capital Projects Fund Investment Objectives:**

1. Diversification to eliminate risk of loss resulting from over concentration of assets in a specific maturity, specific issuer or specific class of investment instruments
2. Matching of regular operational expenditures of funds with investment interest, maturing investments and other income sources of the funds
3. Selection of maturities that provide for stability of income and liquidity
4. Short-term investments

### **D. Enterprise Funds Investment Objectives:**

1. Diversification to eliminate risk of loss resulting from over concentration of assets in a specific maturity, specific issuer or specific class of investment instruments
2. Matching of regular operational expenditures of funds with investment interest, maturing investments and other income sources of the funds
3. Selection of maturities that provide for stability of income and liquidity
4. Short-term investments

### **E. Trust and Agency Funds Investment Objectives:**

1. Diversification to eliminate risk of loss resulting from over concentration of assets in a specific maturity, specific issuer or specific class of investment instruments

2. Matching of regular operational expenditures of funds with investment interest, maturing investments and other income sources of the funds
3. Selection of maturities that provide for stability of income and liquidity
4. Short-term investments

**F. Debt Service Fund Investment Objectives:**

1. Diversification to eliminate risk of loss resulting from over concentration of assets in a specific maturity, specific issuer or specific class of investment instruments
2. Matching of debt service required expenditures of funds with investment interest, maturing investments and other income sources of the funds
3. Selection of maturities that provide for stability of income and liquidity
4. Short-term investments

**G. Investment Objectives of Any Other Funds Created by the City:**

1. Diversification to eliminate risk of loss resulting from over concentration of assets in a specific maturity, specific issuer or specific class of investment instruments
2. Matching of regular operational expenditures of funds with investment interest, maturing investments and other income sources of the funds
3. Selection of maturities that provide for stability of income and liquidity
4. Investment of bond proceeds in accordance with the provisions of the bond ordinance, resolution or trust indenture authorizing the issuance of bonds.

**H. Priorities Used for Determination**

The separate investment strategies for these fund groups have been determined by using the following priorities in order of importance:

1. Understanding of the suitability of the investment to the financial requirements of the City;
2. Preservation and safety of principal;
3. Liquidity;
4. Marketability of the investment if the need arises to liquidate the investment before maturity;
5. Diversification of the investment portfolio; and
6. Yield

**VII. INVESTMENT OFFICER**

The Chief Financial Officer is designated the investment officer of the City and is responsible for investment decisions and activities which shall be conducted under the direction of the City Manager. The investment officer shall develop and maintain written and administrative procedures for operation of the investment program, which must be consistent with the pertinent federal and state laws and this Policy. In order to optimize total return through active portfolio management and preservation of capital, resources shall be allocated to the cash management program. The commitment of resources shall

include financial and staffing considerations. The investment officer shall designate a staff person as a liaison/deputy in the event circumstances require timely action and the investment officer is not available. No officer or designee may engage in an investment transaction except as provided under the terms of this Policy and the procedures established.

#### **A. Training**

The investment officer, under Section 2256.008 of the Public Funds Investment Act, shall attend at least one training session relating to their responsibility within twelve months after assuming duties. At least ten (10) hours of training must be received every two (2) consecutive years beginning October 1<sup>st</sup> of the first year. This training shall be approved or endorsed by Government Treasurers Organization of Texas (GTOT), Government Finance Officers Association of Texas (GFOAT), the Texas Municipal League (TML), or North Central Texas Council of Governments.

#### **B. Internal Controls**

The investment officer is responsible for establishing and maintaining an internal control structure designed to prevent losses of public funds arising from fraud, theft, misuse, employee error, misrepresentations of third parties, unanticipated changes in financial markets or imprudent actions by any person involved in the investment program. Cash flow forecasting is designed to protect and sustain cash flow requirements of the City. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived, and (2) the valuation of costs and benefits requires estimates and judgments by management.

The internal control shall address the following points:

1. Control of Collusion - Collusion is a situation where two or more employees are working in conjunction to defraud their employer
2. Separation of Transaction Authority from Accounting and Record Keeping - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
3. Custodial Safekeeping - Securities purchased from any bank or dealer including appropriate collateral (as defined by State Law) shall be placed with an independent third party for custodial safekeeping.
4. Avoidance of Bearer Form Securities - Book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
5. Clear delegation of Authority to Subordinate Staff Member - Subordinate staff member must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority

also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.

6. Written Confirmation of Telephone Transactions for Investments and Wire Transfers - Due to the potential for error and improprieties arising from telephone transactions, all telephone transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax, if on letterhead, and the safekeeping institution has a list of authorized signatures.
7. Development of a Wire Transfer Agreement with the Lead Bank or Third Party Custodian - This agreement should outline the various controls, security provisions, and delineated responsibilities of each party making and receiving wire transfers.
8. Documentation of transactions and strategies.
9. Transfer of funds on behalf of the City shall only be to an account in the name of the City of Alvin at the City's depository bank.

### **C. Prudence**

Investments shall be made with judgment and care under circumstances then prevailing that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. The standard of care shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. In other words, in determining whether the investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration (i) the investment of all funds or funds under the City's control over which the officer has responsibility rather than a consideration as to the prudence of a single investment and (ii) whether the investment decision was consistent with this Investment Policy.

### **D. Limitation of Personal Liability**

The investment officer and those delegated investment authority, acting in accordance with the law and this Policy and exercising due diligence and prudence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that the deviations are reported immediately to the City Council and the City Manager and appropriate action is taken to control adverse conditions.

All participants in the investment process must seek to act responsibly as custodians of the public trust. Investment officials shall endeavor to avoid any transaction that might impair public confidence in the City of Alvin's ability to govern effectively.

### **E. Ethics and Conflicts of Interest**

If the investment officer has a personal business relationship with an entity seeking to sell an investment to the City, he/she shall file a statement disclosing the personal business interest. If the investment officer is related within the

second degree by affinity or consanguinity, as determined under Chapter 573 of the Government Code, to an individual seeking to sell an investment to the City, he/she shall file a statement with the Texas Ethics Commission and City Council disclosing the relationship.

#### **F. Reporting Requirements**

The investment officer shall generate quarterly reports, which shall be submitted to the City Manager, Mayor, and City Council at the second regularly scheduled Council Meeting after the end of each quarter. The report shall cover the investment transactions for all funds identified in the Scope section for the preceding quarter. The report will include the following:

1. A detailed description of the City's investment position on the date of the report;
2. A summary statement of each pooled fund group that states the:
  - (a) beginning market value for the reporting period;
  - (b) additions and changes to the market value during the period; and
  - (c) ending market value for the period;
3. A statement delineating the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested;
4. The maturity date of each separately invested asset that has a maturity date;
5. The account or fund or pooled group fund in the City for which each individual investment was acquired;
6. Overall weighted average maturity of the portfolio;
7. Overall current yield of the portfolio;
8. A statement of compliance of the investment portfolio as it relates to the investment strategy expressed in this Policy and the requirements of the Public Funds Investment Act;
9. Any additional information sufficient to permit an independent audit.

The report shall be signed by the investment officer. The City, in conjunction with its annual financial audit, shall conduct a compliance audit of management controls on investments and adherence to this Policy.

#### **G. Compliance**

The investment officer shall establish a process for annual independent review by an external audit to assure compliance with management controls and adherence to these policies and procedures.

### **VIII. REVIEW AND ADOPTION OF INVESTMENT POLICY**

The City of Alvin Investment Policy shall be reviewed on an annual basis by the City Council and shall be formally adopted by Resolution of the City Council.

## **IX. DIVERSIFICATION LIMITATIONS**

At a minimum, diversification standards by security type and issuer shall be:

U.S Treasury and Securities with U.S. Government guarantee	Not to Exceed 50%
U.S. Government Agencies and Instrumentalities	Not to Exceed 50%
Certificates of Deposits	Not to Exceed 40%
CDARS	Not to Exceed 40%
Money Market Funds	Not to Exceed 30%
Local Government Investment Pools	Not to be less than 50%
Repurchase Agreements:	
Overnight repurchase agreements	No limit
30-day repurchase agreements	Not to Exceed 15%
60-day repurchase agreements	Not to Exceed 10%
90-day repurchase agreements	Not to Exceed 5%

## **X. EXISTING INVESTMENTS**

Any investments currently held that do not meet the guidelines of this Policy shall be reviewed to determine ability to liquidate. If the security cannot be liquidated because of material adverse changes in value since the time of purchase, and holding the security to maturity does not negatively affect disbursement or cash flow, a recommendation of holding the security to maturity is acceptable. At all times, liquidations shall be effected taking into account the prudent person standard.

## **XI. PROHIBITED INVESTMENTS**

There is an absolute prohibition on investments in any of the following investment instruments:

- A. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; interest-only strips.
- B. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest; principal-only strips.
- C. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.
- D. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index; inverse floaters.

- E. The City will not invest in mortgage backed derivative products.
- F. The City will not invest in commercial paper.
- G. The City is not authorized to invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in §2256.014 Section (b) of the Public Funds Investment Act.

## **XII. INVESTMENT OF BOND PROCEEDS**

Bond proceeds may be invested in accordance with the provisions of the bond ordinance, resolution or trust indenture authorizing the issuance of the bonds. To the extent of any inconsistency between the provisions of this Policy and the operative bond instrument, the investment terms contained in the operative bond instrument shall control; provided however, that no such investment of bond proceeds shall be made in investments which are not authorized by this Policy.

## **XIII. PERFORMANCE STANDARDS**

The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should earn a market average rate of return during a market/economic environment of stable interest rates. Portfolio performance shall be compared to appropriate benchmark on a regular basis. The City's portfolio shall be compared to the rate of return of the Three (3) month Treasury Bill.

## **XIV. QUALIFIED INSTITUTIONS**

A Depository Bank shall be selected through the City's banking services procurement process, which shall include a formal request for proposal (RFP). In selecting a depository, the credit worthiness of institutions and the ability to meet the City's banking needs shall be considered, and the Chief Financial Officer shall conduct a comprehensive review of each prospective depository. No deposit of public funds shall be made except in a qualified depository as established and defined by state laws. Banks and Savings and Loan Associations seeking to establish eligibility for the competitive certificates of deposit purchase programs shall submit a current audited financial statement and must comply with the requirements of the Public Funds Investment Act and other applicable laws.

The City shall maintain a list of financial institutions and brokers/dealers that have been selected by credit worthiness and authorized to provide investment services pursuant to this Policy. These may include "primary" dealers reporting to the Market Reports Division of the Federal Reserve Board of New York, also known as the "Primary Government Security Dealers" unless a comprehensive credit and capitalization analysis reveals that other firms are adequately financed to conduct public business. Investment officials shall not knowingly conduct business with any firm with whom public entities have sustained losses on investments. All Securities dealers shall provide the City with references from public entities they are currently serving.

Brokers/Dealers that desire to become qualified bidders for investment transactions must submit the following documents: audited financial statements, proof of Financial Industry Regulatory Authority (FINRA) certificate, and certification of having read the City's investment policy signed by a qualified representative of the organization acknowledging that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization.

*"Qualified representative"* means a person who holds a position with a business organization, who is authorized to act on behalf of the business organization, and who is one of the following:

- A. For an organization doing business that is regulated by or registered with a securities commission, a person who is registered under the rules of the Financial Industry Regulatory Authority;
- B. For a state or federal bank, a savings bank, or a state or federal credit union, a member of the loan committee for the bank or branch of the bank or a person authorized by corporate resolution to act on behalf of and bind the banking institution; or
- C. For an investment pool, the person authorized by the elected official or board with authority to administer the activities of the investment pool to sign the certification on behalf of the investment pool.

An annual review of all qualified financial institutions and broker/dealers will be conducted by the investment officer and adopted by the council.

## **XV. SAFEKEEPING**

All instruments purchased by the City shall be held in third party safekeeping by an institution designated as primary agent and shall be conducted on a delivery versus payment basis. The primary agent shall issue a safekeeping receipt to the City listing the specific instrument, rate, maturity and other pertinent information. The City shall enter into a formal agreement with an institution of such size and expertise as is necessary to provide the services needed to protect and secure the investment assets of the City, as may be required by state or federal law. Safekeeping procedures shall be reviewed annually by the City's independent auditor and the Committee.

## **XVI. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS**

Before the City invests surplus funds, a "bid" process shall be conducted. Bids will be solicited from at least three financial institutions or brokers/dealers. If a specific maturity date is required, either for cash flow purposes or for conformance to maturity guidelines, bids will be requested for instruments which meet the maturity requirement.

The City will consider a successful bid that conforms to this Policy and the law and that provides the highest rate of return with the required maturity. Records will be kept of the bids offered, the bids accepted, and a brief explanation of the decision, which was made regarding the investment.

## **XVII. COLLATERALIZATION**

Except for government securities, as security for deposits, the financial institution or broker/dealer shall pledge securities equal to 102 percent of the investment or be adequately covered by FDIC insurance. Collateralized securities such as repurchase agreements shall be purchased using the delivery vs. payment procedure.

In cases where the City purchased any securities from its depository institution, under the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), valid collateral pledges for deposits against the FDIC must meet the following requirements:

- A. The security agreement must be in writing.
- B. It must be executed contemporaneously with the acquisition of the asset by the depository institution.
- C. It must be approved by the depository institution's board of directors or loan committee, and that approval must be reflected in the minutes of the board of committee.
- D. It must be an official record of the depository institution continuously since it was executed.

## EXHIBIT "B"

### List of Authorized Broker/Dealers

AMEGY BANK  
ALLEGIANCE BANK  
AMERICAN BANK  
BANK OF AMERICA  
BANK OF HOUSTON  
BANK OF NEW YORK  
BANK OF TEXAS  
BANK OF THE WEST  
BBVA COMPASS  
CAPITAL ONE  
CAPITAL BANK  
CENTRAL BANK  
CHASEWOOD BANK  
CITIBANK N.A.  
COMERICA BANK  
COMMERCIAL STATE BANK  
COMMUNITY BANK OF TEXAS  
COMMUNITY STATE BANK  
COASTAL SECURITIES  
ENCORE BANK  
ENTERPRISE BANK  
FEDERATED INVESTORS, INC.  
FIDELITY INVESTMENTS  
FIRST BANK OF CONROE  
FIRST BANK OF TEXAS  
FIRST BANK AND TRUST  
FIRST COMMUNITY BANK  
FIRST NATIONAL BANK BASTROP  
FIRST NATIONAL BANK EDINBURG  
FIRST TEXAS BANK  
FISERV INVESTOR SERVICES  
FIRST SOUTHWEST ASSET MANAGEMENT INC  
FOUNDERS BANK  
FROST BANK  
GREEN BANK  
HERITAGE BANK  
HERRING NATIONAL BANK  
HOMETOWN BANK N.A.  
HOUSTON COMMUNITY BANK  
HOUSTON SAVINGS  
ICON Bank  
INDEPENDENCE BANK  
INTERNATIONAL BANK OF COMMERCE  
JP MORGAN CHASE  
LIBERTAD BANK  
LEGACY TEXAS BANK  
LOCAL GOVT INVESTMENT COOPERATIVE  
LONE STAR BANK

LONE STAR INVESTMENT POOL  
MAIN STREET BANK  
MBIA TEXAS CLASS  
MERRILL LYNCH, INC.  
MIDSOUTH BANK NA  
METRO BANK  
MEMORIAL CITY BANK  
MOODY NATIONAL BANK  
MORGAN KEEGAN, INC.  
MORGAN STANLEY  
NEW FIRST NATIONAL BANK OF ROSENBERG  
OASIS CAPITAL BANK  
OMNI BANC  
PARTNERS BANK OF TEXAS  
PATRIOT BANK  
PLAINS CAPITAL BANK  
PLAINS STATE BANK  
POST OAK BANK  
PREFERRED BANK  
PROSPERITY BANK  
RBC CAPITAL MARKETS  
REGIONS BANK  
SECURITY STATE BANK  
SPIRIT OF TEXAS BANK  
SOUTHWEST SECURITIES  
STATE BANK OF TEXAS  
STERLING BANK  
TEXPOOL  
TEXSTAR INVESTMENT POOL  
TEXAN BANK (formerly Bank of Fort Bend)  
TEXAS CAPITAL BANK  
TEXAS COMMUNITY BANK  
TEXAS FIRST BANK  
TEXAS INDEPENDENT BANK  
TEXAS SAVINGS BANK  
TEXAS CITIZENS BANK  
THE BANK OF RIVER OAKS  
THE RIGHT BANK FOR TEXAS  
TRADITION BANK  
TRUSTMARK NATIONAL BANK  
TRI STAR FINANCIAL  
UNITY NATIONAL BANK  
US BANK  
VISTA BANK TEXAS  
WALLIS STATE BANK  
WELLS FARGO  
WESTBOUND BANK  
WHITNEY BANK  
WOODFOREST NATIONAL BANK

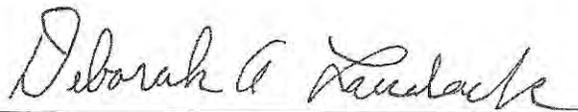
Government Treasurers' Organization of Texas

## Certification of Investment Policy

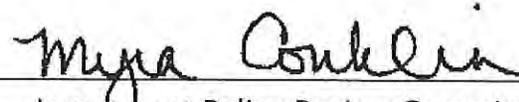
Presented to

*City of Alvin*

for developing an investment policy that meets the requirements of the Public Funds Investment Act and the standards for prudent public investing established by the Government Treasurers' Organization of Texas.



Government Treasurers' Organization of Texas  
President



Investment Policy Review Committee  
Chairperson

For the two-year period ending February 28, 2017



# AGENDA COMMENTARY

**Meeting Date:** 11/5/2015

**Department:** Engineering

**Contact:** Michelle Segovia, City Engineer

**Agenda Item:** Consider Resolution 15-R-26; adopting the Multi-Hazard Mitigation Plan for the City of Alvin and including Brazoria County Conservation and Reclamation District #3 as a participating jurisdiction.

**Type of Item:**  Ordinance 1<sup>st</sup> Reading  Ordinance 2<sup>nd</sup> Reading  Resolution  Public Hearing  Discussion & Direction

**Summary:** Resolution 15-R-26 adopts the Multi-Hazard Mitigation Plan drafted by Jeff Ward and Associates, through a grant from the Texas Water Development Board (TWDB), for the City of Alvin and includes the Brazoria County Conservation and Reclamation District #3 (C & R #3) as a participating jurisdiction due to the District's similar goals and geographic location to the City of Alvin. In August 2012, the City Council approved the contract with TWDB for the grant and authorized Jeff Ward and Associates to begin work on the draft Hazard Mitigation Plan. The draft plan has been tentatively approved through the Texas Department of Public Safety and the Federal Emergency Management Agency (FEMA) pending submittal of the final plan package adopted by the City and C & R #3.

Once approved, having a Multi-Hazard Mitigation Plan with C & R#3 only, versus being a part of the Houston Galveston Area Council (HGAC) plan that covers 82 other entities, will make applying for federally funded grants for drainage and natural disaster preparedness projects easier.

The Multi-Hazard Mitigation Plan for the City of Alvin is large document, and may be viewed by clicking [here](#). (It may take a few seconds to download because of the size of the document).

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

**Account Number:** \_\_\_\_\_ **Amount:** \_\_\_\_\_

**Legal Review Required:** N/A \_\_\_ Required  **Date Completed:** 10/28/15

**Supporting documents attached:**

- Resolution 15-R-26
- Draft Multi-Hazard Mitigation Plan (link provided above)

**Recommendation:** Move to approve Resolution 15-R-26; adopting the Multi-Hazard Mitigation Plan for the City of Alvin and includes Brazoria County Conservation and Reclamation District #3.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

**RESOLUTION NO. 15-R-26**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS ADOPTING THE MULTI-HAZARD MITIGATION PLAN FOR THE CITY OF ALVIN, TEXAS AND INCLUDES BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT #3; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.**

**WHEREAS**, the City of Alvin, has experienced natural hazards that result in public safety hazards and damage to private and public property;

**WHEREAS**, the Brazoria County Conservation and Reclamation District #3 is included as a participating jurisdiction in the Multi-Hazard Mitigation Plan due to the District's similar goals and geographic location to the City of Alvin;

**WHEREAS** the hazard mitigation planning process set forth by the State of Texas and the Federal Emergency Management Agency offers the opportunity to consider natural hazards and risks, and to identify mitigation actions to reduce future risk;

**WHEREAS**, a Multi-Hazard Mitigation Plan has been developed by the Mitigation Planning Committee;

**WHEREAS**, the Multi-Hazard Mitigation Plan includes a prioritized list of mitigation actions including activities that, over time, will help minimize and reduce safety threats and damage to private and public property, and

**WHEREAS**, public meetings were held during the planning process to introduce the planning concept and to solicit questions and comment; and to present the Plan and request comments, as required by law; **NOW THEREFORE**,

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

**Section 1.** The Multi-Hazard Mitigation Plan is hereby adopted as an official plan of the City of Alvin.

**Section 2.** The City of Alvin departments identified in the Plan are hereby directed to pursue implementation of the recommended high priority activities that are assigned to their departments.

**Section 3.** Any action proposed by the Plan shall be subject to and contingent upon budget approval, if required, which shall be at the discretion of the City Council, and this resolution shall not be interpreted so as to mandate any such appropriations.

**Section 4.** The City of Alvin City Manager is designated to coordinate with other offices and shall periodically report on the activities, accomplishments, and progress, and shall prepare an annual progress report to be submitted to the Texas Division of Emergency Management and the Texas Water Development Board. The status reports shall be submitted on a yearly basis of each year.

**PASSED AND APPROVED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

**CITY OF ALVIN, TEXAS**

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

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

I, Dixie Roberts, City Clerk of the City Council of the City of Alvin, do hereby certify that the above is a true and correct copy of a resolution adopted by the City Council at their meeting held on \_\_\_\_ day of \_\_\_\_\_, 2015, upon motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_ and adopted unanimously by said City, a quorum being present.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Dixie Roberts, City Clerk



# AGENDA COMMENTARY

**Meeting Date:** 11/5/2015

**Department:** Engineering

**Contact:** Michelle Segovia, City Engineer

**Agenda Item:** Consider approval of Agreement between Brazoria County and the City of Alvin for the City to receive \$33,000 from the Community Development Block Grant (CDBG) for sidewalk and Americans with Disabilities Act (ADA) ramp improvements; and authorize the Mayor to sign.

**Type of Item:**  Ordinance 1<sup>st</sup> Reading  Ordinance 2<sup>nd</sup> Reading  Resolution  Public Hearing  Discussion & Direction

**Summary:** The Engineering Department was contacted by Brazoria County Commissioner Stacy Adams in May 2015 asking if the City could expand the sidewalk and ADA ramp improvement project that was currently being funded by the CDBG should additional funds become available. Each grant cycle each Commissioner is given \$30,000 in discretionary funds to spend in their Precinct. Since the project could be expanded, additional locations for improvements were identified, and sent to CDBG for consideration. The CDBG has approved \$33,000 for the additional improvements pending approval of the attached agreement by the City Council.

The project consists of the removal of existing concrete sidewalk and concrete curb, and installation of 24 concrete ADA ramps, as well as the installation of approximately 115 linear feet of concrete sidewalk on Sidnor Street between Hill Street and Hardie Street, on Taylor Street between Sidnor Street and Sealy Street, at the Willis Street and Hill Street intersection, and on Hardie Street between Sidnor Street and Sealy Street to prevent tripping hazards and to comply with Federal ADA standards.

**Funding Expected:** Revenue  Expenditure  **Budgeted Item:** Yes  No

**Account Number:** \_\_\_\_\_ **Amount:** \$33,000 grant

**Legal Review Required:** N/A  Required  **Date Completed:** 10/28/15

**Supporting documents attached:**

- CDBG Agreement

**Recommendation:** Move to approve Agreement between Brazoria County and the City of Alvin for the City to receive \$33,000 from the Community Development Block Grant (CDBG) for sidewalk and Americans with Disabilities Act (ADA) ramp improvements; and authorize the Mayor to sign.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

**AGREEMENT BETWEEN  
BRAZORIA COUNTY  
AND  
CITY OF ALVIN**

THIS AGREEMENT, entered in this 1<sup>st</sup> day of October, 2015 by and between Brazoria County (herein called the "Grantee") and City of Alvin (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. ACTIVITIES

The Subrecipient will be responsible for administering a public infrastructure program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities approved under the 2015 Community Development Block Grant (CDBG) Program Consolidated Action Plan:

ALVIN ADA/SIDEWALK ACCESSIBILITY IMPROVEMENTS - The City will remove existing concrete sidewalk and concrete curb and install 24 ADA concrete ramps, as well as install approximately 115 linear feet of sidewalks on Sidnor Street between Hill Street and Hardie Street, on Taylor Street between Sidnor Street and Sealy Street, on Willis Street and Hill Street intersection, and on Hardie Street between Sidnor Street and Sealy Street to prevent tripping hazards and comply with Federal ADA standards.

II. NATIONAL OBJECTIVES

The Subrecipient certifies that the activities carried out with funds provided under this agreement will meet the CDBG National Program that will benefit at least fifty-one percent (51%) low/moderate income persons.

III. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1<sup>st</sup> day of October, 2015 and end on the 30<sup>th</sup> day of September, 2016. The milestones for the proposed project shall be as follows:

Complete environmental review	3 months
Complete construction	9 months
Total:	<u>12 months</u>

The Grantee will monitor the performance of the Subrecipient against the performance standards and construction milestones as required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension, or termination procedures will be initiated.

IV. GRANT AMOUNT

It is expressly understood that the maximum total amount to be paid by Grantee under this Agreement shall be Thirty Three Thousand Dollars and No Cents (\$33,000.00). Furthermore, it is expressly understood by Subrecipient that Grantee's obligation under this Agreement is conditioned upon receipt of such funds from the U. S. Department of Housing and Urban Development.

Accordingly, notwithstanding anything herein to the contrary, the maximum liability of the Grantee under this Agreement shall be Thirty Three Thousand Dollars and No Cents (\$33,000.00) or the amount received from HUD, whichever is less.

In addition, if the Grantee requires a detailed budget breakdown, the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

V. PAYMENT

**Invoices for payment must be signed by the Subrecipient and Engineer, if applicable, prior to submission for payment.** Invoices for the payment of eligible expenses shall be submitted to the Grantee in accordance with the procedures as established by the Brazoria County Auditor's Office. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in Subpart C of OMB Circular A-110.

VI. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

<u>Grantee</u>	<u>Subrecipient</u>
L. M. "Matt" Sebesta, Jr., County Judge Brazoria County Brazoria County Courthouse 111 E. Locust, Suite 102A Angleton, Texas 77515	Paul Horn, Mayor City of Alvin 126 W. Sealy Alvin, Texas 77511

VII. SPECIAL CONDITIONS

A. Water and/or Sewer Facilities Planning or Construction

Notwithstanding any other provisions of this Agreement, no funds provided under this Agreement may be obligated or expended for the planning or construction of water or sewer facilities until the Subrecipient's receipt of written notification from the Grantee that the U. S. Department of Housing and Urban Development has issued a release of funds on completion of the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and the U. S. Department of Housing and Urban Development's implementing regulations at 24 CFR Part 52.

B. New or Revised Water and/or Sewer Facilities Planning or Construction

As required under Executive Order 12372 and 24 CFR Part 52, the subrecipient shall receive written notification from the Grantee that the U. S. Department of Housing and Urban Development has issued a release of funds before obligating or expending any funds provided under this Agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under Executive Order 12372 and implementing regulations.

VIII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the regulations concerning Community Development Block Grants). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this agreement to supplement rather than supplant funds otherwise available utilize funds available.

B. Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain and "independent contractor" with respect to the services to be performed under this agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent Subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this agreement.

D. Workers' Compensation Insurance

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract as may be required by state law.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to Thirty Three Thousand Dollars and No Cents (\$33,000.00). The Subrecipient shall comply with Brazoria County's local insurance requirements and the bonding requirements as set forth in Subpart C of OMB Circular A-110, Procurement Standards.

#### F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein all publications made possible with funds made available under this contract.

#### G. Amendments

The Grantee or Subrecipient may amend this agreement at any time provided that such amendments make specific reference to this agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this agreement.

The Grantee may, in its discretion, amend this agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

#### H. Suspension or Termination

The Grantee may suspend this agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this agreement, or with any of the rules, regulations or provisions referred to herein and referenced in 24 CFR 85.43(a). The Grantee may also declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

Either party may terminate this agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph I (A) above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, 24 CFR 85.44 shall apply in addition to all finished or unfinished documents, data studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this agreement shall, at the option of the Grantee, become the property of the Grantee. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination if applicable.

If a Subrecipient agreement is suspended or terminated, costs incurred are not allowable except as referenced in 24 CFR 85.43(c) and are due back to grantee.

## IX. ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

#### 1. Accounting Standards

The Subrecipient agrees to comply with Subpart C of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### 2. Cost Principles

If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," OMB Circular A-87, "Cost Principles for State, local and Indian Tribal Governments" and 24 CFR 570.503(b)(4) would apply.

If the Subrecipient is a non-profit organization or educational institution chartered under the laws of the State of Texas, the Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### B. Documentation and Record-Keeping

#### 1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in Subpart J of 24 CFR Part 570.506 that are pertinent to the activities to be funded under this agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records determining the eligibility of activities or services;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

#### 2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities funded under this agreement. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he or she has received final payment. Notwithstanding the above, if there is litigation claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such

records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

### 3. Beneficiary Data

The Subrecipient shall maintain beneficiary data demonstrating that the activities carried out with the funds provided under this agreement meets one or more of the CDBG Program's National Objectives as defined in Subpart C of 24 CFR Part 570.208. Such information shall be made available to Grantee monitors or their designees for review upon request.

### 4. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify property and equipment purchased, improved, or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in Subpart J of 24 CFR Part 570.502(a)(8) and 24 CFR 570.505, as applicable.

### 5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

### 6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make transcripts or copies of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit if required by Federal law or regulation to be conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable, OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations" for governmental entities.

## C. Additional Requirements

### 1. Program Income

The Subrecipient shall report "monthly" all program income as defined at Subpart J of 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract to the Grantee. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the contract

period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee. Any program income received after the expiration of this Agreement shall be paid to the Grantee as required by 24 CFR 570.503(b)(3).

## 2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

## 3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this contract based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in this contract for costs incurred by the Grantee on behalf of the Subrecipient. All invoices being submitted for reimbursements and/or payments must be received in the office of the Brazoria County Community Development Department within 30 days following the end of the Agreement period.

## 4. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the Brazoria County area (which includes Harris, Fort Bend, Galveston, and Matagorda counties) paid with funds provided under this contract.

## 5. Progress Reports

The Subrecipient shall submit regular progress reports to the Grantee in the form, content, and frequency as required by the Grantee as required by 24CFR 570.503(b)(2).

## D. Procurement of Materials, Property or Services

### 1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this contract.

### 2. Procurement and Property Management Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of Subpart C of OMB Circular A-110, Procurement Standards, and shall subsequently follow Subpart C of OMB Circular A-110, Property Management Standards, as modified by 24 CFR 570.502(b)(3)(vi), covering utilization and disposal of property.

### 3. Use and Reversion of Assets:

The Subrecipient shall use all CDBG assisted property acquired under this Agreement in accordance with Subpart J of 24 CFR 570.505 for a period of five (5) years following the date of the expiration of the Agreement between Brazoria County and the Subrecipient respective to the CDBG Program or the anticipated life of the property, depending on the property at the discretion of the CD Department. Unless specified otherwise within this Agreement, at the conclusion, cancellation, assignment or termination of this Agreement, the disposition of assets under this Agreement shall be in compliance with 24 CFR 570.502, 24 CFR 570.503, 24 CFR 570.504, and 24 CFR 570.505, as applicable, which include but are not limited to the following:

- a. Personal property and equipment acquired under this Agreement shall revert to Brazoria County or disposition in compliance with 24 CFR 570.503(b)(7), unless Subrecipient continues to carry out the same Program for which said property and equipment was acquired.
- b. Where there is a residual inventory of unused supplies in excess of \$5,000.00 in total aggregate fair market value in which the Subrecipient has vested title through acquisitions under this Agreement, and where there is no need for said supplies for any other federally sponsored programs or projects, the Subrecipient shall compensate Brazoria County for its share in compliance with 24 CFR 570.502(a)(9).
- c. The Subrecipient shall transfer to the Brazoria County any funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- d. Real property under the Subrecipient's control that was acquired or improved in whole or in part with funds under this Contract in excess of \$25,000.00, unless otherwise specified in Scope of Services, shall be (a) used to meet one of the national objectives pursuant to Subpart C of 24 CFR 570.208 until five (5) years after the expiration of the Agreement between Brazoria County and the Subrecipient, respective to the approved CDBG Program, or (b) disposed of in a manner which results in Brazoria County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment to Brazoria County shall constitute CDBG Program Income and shall be subject to the provisions of 24 CFR 570.489(e).
- e. If so specified in this Agreement, the Subrecipient may retain CDBG assisted real and personal property acquired under Brazoria County's CDBG Program after the expiration of the five-year period covered by 24 CFR 570.502, 24 CFR 570.503 and 24 CFR 570.505.

### X. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with 1) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606; 2) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974; and 3) the requirements in 570.606(d) governing optional relocation policies. [At the discretion of the Grantee, the Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses,

nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

## XI. PERSONNEL & PARTICIPANT CONDITIONS

### A. Civil Rights

#### 1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as amended; Title VIII of the Civil Rights Act of 1968 as amended; the Fair Housing Act (P. L. 90-284) Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063 as amended by EO 12259; and with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086, and 12107.

#### 2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

#### 3. Land Covenants

In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### 4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

## B. Affirmative Action

### 1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in Executive Order 11246 of September 24, 1965. The Grantee shall provide affirmative action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the disbursement of any funds to the Subrecipient.

### 2. W/MBE

The Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage American, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

### 3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD, or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provision stated herein.

### 4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice,, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

### 5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

### 6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X (A), Civil Rights, and (B), Affirmative Action hereof, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

## C. Employment Restrictions

### 1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

### 2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C 276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contract and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey-workers; provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

### 3. Section 3

#### a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these Section 3 requirements and to include the following language in all contract and subcontracts executed under this agreement;

§135.38 Section 3 Clause.

- A. *The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.*
- B. *The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.*
- C. *The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.*
- D. *The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.*
- E. *The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.*
- F. *Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.*
- G. *With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).*

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which

the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

B. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

C. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this contract without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontract with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement. The Subrecipient will not enter into any contract with contractors and /or sub-contractors who have been debarred or prohibited from federal contracts.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontractors let in the performance of this agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, U.S. Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) below regarding the certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification - Paragraph d

This certification is a material representation of fact upon which reliance was place when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in Subpart C of 24 CFR 570.200(j).

XII. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:

1. Clean Air Act, 42 U.S.C., 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1314, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as will as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards under the National Flood Insurance Program that flood insurance is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, Subparts A and B. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, treatment and precautions that should be taken when dealing with lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XIII. SEVERABILITY

If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected thereby and all other parts of this agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first written above.

FOR SUBRECIPIENT:

FOR GRANTEE:

By: \_\_\_\_\_  
Paul Horn

By: \_\_\_\_\_  
L. M. "Matt" Sebesta, Jr.

Title: Mayor

Title: County Judge

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

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



# AGENDA COMMENTARY

Meeting Date: 11/5/2015

Department: Public Services

Contact: Brian Smith, Director Public Services

Agenda Item: Consider purchase of a three-quarter ton truck from Silsbee Ford; through the State Buy Board Company; to be used by the Fire Department, in an amount not to exceed \$45,425.85.

Type of Item:  Ordinance 1<sup>st</sup> Reading  Ordinance 2<sup>nd</sup> Reading  Resolution  Public Hearing  Discussion & Direction

**Summary:** Unit 645 is a 2004 Ford F-150 currently being used by the Fire Department. This vehicle is scheduled to be replaced in FY16. The replacement vehicle will be a 2015 Ford F-250 Service Body truck that will be used as a maintenance service truck to service three fire stations, one training facility, and nine fire apparatus. This unit will have an auxiliary diesel tank and pump for fueling the trucks, carrying bulbs, oils, solvents, washer fluids, tools and other supplies to maintain the trucks and stations. In addition, this vehicle will have a lift gate to enable the department to move 55 gallon drums of foam, return air packs from fire scenes, wet fire hoses and 130 lb. sections of 5" fire hose. Remaining proceeds from previously issued Certificate of Obligation bonds allocated for Fire and Emergency Medical Services (EMS) capital equipment will be used to fund this vehicle.

Funding Expected: Revenue \_\_\_ Expenditure x N/A \_\_\_ Budgeted Item: Yes x No \_\_\_ N/A \_\_\_

Account Number: 313-3502-00-4250 Amount: \$45,425.85

Legal Review Required: N/A x Required \_\_\_ Date Completed: \_\_\_\_\_

## Supporting documents attached:

- Buy Board Quote

**Recommendation:** Move to approve the purchase of a three-quarter ton truck from Silsbee Ford; through the State Buy Board Company; to be used by the Fire Department, in an amount not to exceed \$45,425.85.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

**BUYBOARD #430-13**  
**Vehicles and Heavy Duty Trucks**  
**PRODUCT PRICING SUMMARY BASED ON CONTRACT**

**VENDOR: SILSBEE FORD & SILSBEE TOYOTA**  
**1211 U.S. HWY 96N**  
**SILSBEE, TX 77656**

**End User:** City of Alvin **Silsbee Rep:** RICK BROWN 409.659.1555  
**Contact:** BRIAN SMITH 281-388-4315 **Phone/email:** RBROWN.SILSBEEFLEET@GMAIL.COM  
**Phone/email:** bsmith@psf.cityofalvin.com **Date:** Friday, September 11, 2015

**Product Description:** 2016 FORD F250 REG CAB

**A. Bid Series:** 113 **A. Base Price:** \$ 21,226.00

**B. Published Options [Itemize each below]**

Code	Options	Bid Price	Code	Options	Bid Price
F2A	2016 FORD F250 REG CAB	\$ -		NFORCE 54" LIGHTBAR RED / WHITE	\$ 1,395.00
	6.7L DIESEL ENGINE	\$ 7,229.00		W/ AMBER TRAFFIC ADVISOR	
	AUTOMATIC TRANSMISSION	\$ -		8' T5680 SERVICE BODY	\$ 9,606.00
	MANUAL WINDOWS / LOCKS	\$ -		W/ SPRAY IN BED LINER ON CARGO	
	TRAILER TOW PKG	\$ -		AREA, REAR BUMPER AND TOMMY	
	3.31 REGULAR REAR	\$ -		100 GAL TRANF TANK W METERED PUMP	
52B	TRAILER BRAKE CONTROLLER	\$ 253.80		WARN JUMPER CABLE SET ON FRONT BUMP	
	TRAILER TOW PKG			6" MECH VISE ON CURBSIDE REAR BUMP	
90L	POWER EQUIPMENT GROUP	\$ 841.30			
<b>Total of B. Published Options:</b>					<b>\$ 19,325.10</b>

**C. Unpublished Options [Itemize each below, not to exceed 25%]** \$= 13.3 %

Options	Bid Price	Options	Bid Price
TOMMY GATE 54-1040 TP27	\$ 2,494.00	GRAPHICS	\$ 750.00
WINDOW TINT	\$ 149.00	EQ SERVICES	\$ 845.00
LED SPOT LIGHT DRIVERS SIDE	\$ 329.00		
UNDERCOVER LEDS R/W (HEADLAMP)	\$ 180.00		
NFORCE FIT R/W (REAR SVC BODY)	\$ 220.00	WHITE EXT.	
SIREN / SPEAKER	\$ 410.00	GRAY VINYL INTERIOR	
<b>Total of C. Unpublished Options:</b>			<b>\$ 5,377.00</b>

**D. Pre-delivery Inspection:** \$ -

**E. Texas State Inspection:**

**F. Manufacturer Destination/Delivery:**

**G. Floor Plan Interest (for in-stock and/or equipped vehicles):**

**H. Lot Insurance (for in-stock and/or equipped vehicles):** \$ -

**I. Contract Price Adjustment:** 2016 FLEET CREDIT \$ (1,100.00)

**J. Additional Delivery Charge:** 113 miles \$ 197.75

**K. Subtotal:** \$ 45,025.85

**L. Quantity Ordered** 1 x K = \$ 45,025.85

**M. Trade in:**

**N. BUYBOARD Administrative Fee (\$400 per purchase order)** \$ 400.00

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE

\$ 45,425.85



# AGENDA COMMENTARY

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**Meeting Date:** 11/5/2015

**Department:** Administration

**Contact:** Sereniah Breland, City Manager

**Agenda Item:** Consider Ordinance 15-Q; amending Chapter 2, Administration, Article II of the Code of Ordinances, Council Meeting provisions; first reading.

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**Type of Item:**  Ordinance 1<sup>st</sup> Reading  Ordinance 2<sup>nd</sup> Reading  Resolution  Public Hearing  Discussion & Direction

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**Summary:** The items being submitted for change within the administrative ordinance were discussed with city council during the council retreat held September 19, 2015. Listed below are the major amendments being submitted within Chapter 2, Article II Administration:

Article II, City Council, Section 2-21. Meetings of city council – significant amendments:

- Revising the sentences regarding alternate meeting dates to clarify that council may approve alternate dates for regular meetings due to holidays and other conflicting dates.

Article II, City Council, Section 2-23. Order of business at meetings – significant amendments:

- Making the order of business items listed on the city council agenda nonexclusive, thus allowing staff the flexibility of not including items on the agenda not being discussed. This change will also allow minutes to be placed on the consent agenda for approval.
- Changing the day that city council will receive the agenda and council packets to seventy-two (72) hours prior to the scheduled meeting. State statute says that agendas for public meetings must be posted seventy-two (72) hours in advance of the meeting. Current practice is to post agenda's and send out the agenda packet to members of city council one week in advance. This change will align the city's process with the Texas Open Meetings Act and will provide more time to process information for the agenda packet.

Article II, City Council, Section 2-24. Rules of procedure – significant amendments:

- Allowing for citizen comments for items listed on the agenda only. A new public comment card has been created. Those wishing to speak before city council regarding an agenda item will fill out the comment card and turn into the city clerk before the start of the meeting. The speaker will receive three (3) minutes instead of five (5) minutes to make their comments. The city clerk will maintain the time and notify the speaker when time is up. The presiding officer will have discretion as to how many public comments will be allowed for each agenda item. Notifying city council and the public of special events can be done through Community announcements listed on the agenda.
  - Changing the requirement for two (2) readings of ordinances. This change will allow for faster enactment of legislation. This change does not require the second reading. City Council may always place an item on the agenda for a second reading.
-

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

**Account Number:** \_\_\_\_\_ **Amount:** \_\_\_\_\_

**Legal Review Required:** N/A \_\_\_ Required X **Date Completed:** 10/28/15

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**Supporting documents attached:**

- Ordinance 15-Q (redline)
  - Public Comment Card
  - Citizen Participation Guidelines
- 

**Recommendation:** Move to approve Ordinance 15-Q; amending Chapter 2, Article II of the Code of Ordinances, Council Meeting provisions; first reading.

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Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

**ORDINANCE NO. 15-Q**

**AN ORDINANCE AMENDING CHAPTER 2, ~~ARTICLE—II,~~  
ADMINISTRATION, OF THE CODE OF ORDINANCES, CITY OF  
ALVIN, TEXAS, **BY AMENDING ARTICLE I – IN GENERAL, SEC. 2-13  
AND ARTICLE II – CITY COUNCIL** FOR THE PURPOSE OF  
AMENDING VARIOUS COUNCIL MEETING PROVISIONS;  
PROVIDING AN EFFECTIVE DATE; AND SETTING FORTH OTHER  
PROVISIONS RELATED THERETO.**

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

**Section 1.** That Chapter 2, Article I – In General, of the Code of Ordinances, City of Alvin, Texas is hereby amended and shall read as follows.

**Article I. – In General**

...

Sec. 2-13. - ~~Deadline for appearing on agenda;~~ **p**Persons owing city taxes.

- (a) ~~The deadline for appearing on the agenda for a regular council meeting shall be 10:00 a.m. on the Thursday preceding such regular meeting. Requests to be on the agenda shall be in writing and delivered to the city clerk.~~
- ~~(b)~~—The City of Alvin, Texas, will not conduct any business with any person or firm owing the city delinquent taxes, ad valorem taxes or sales tax.

(Ord. No. 82-J, §§ 1, 2, 6-3-82; Ord. No. 11-H, § 1, 3-17-11)

**Editor's note**— Ord. No. 82-J, §§ 1, 2, enacted June 3, 1982, was not specifically amendatory of the Code; hence, codification herein as § 2-13 was at the discretion of the editor.

It was the desire of the city to append a note concerning the disposition of Ord. No. 82-N to the provisions of Ord. No. 82-J. At the direction of the city, the provisions of Ord. No. 82-N, adopted June 3, 1982, have not been included in the Code since such ordinance repealed portions of ordinances, resolutions and policies set out in the city council minutes. However, they wished to have the subject of the repealed portions set out in this note, which are as follows:

Section	Subject
1	Repeal of portions of ordinances, resolutions and policies.
2	City to receive appropriate compensation for closing or abandoning of public property

	from parties receiving title thereto.
3	Provisions for water and sewer extensions to new subdivisions outside city limits but within extraterritorial jurisdiction of city.
4	All contract employees of the city must have written contracts approved by city council.
5	Review and approval of requests and plans for additions and alterations of city parks by parks and recreation board and city council.
6	Policy for library funds.
7	Permanent concession stands prohibited in Morgan Park.
8	Replacement of old type of street lights.
9	City to bear the cost of releasing street assessment liens.
10	Inclusion of checklist on final subdivision plat in council meeting minutes.
11	Authorization of mayor and city manager to draw up resolutions.

...

## Article II – City Council.

**Section 2.** That Section 2-21 of the Code of Ordinances of the City of Alvin, Texas is hereby amended, and shall read as follows:

### “Sec. 2-21. Meetings of city council.

(a) *Regular meetings.* The city council shall hold two (2) regular meetings each month. These meetings will be held on the first and third Thursdays of each month. The council shall set any ~~other~~ alternate dates ~~and/or time by vote~~ at a regular meeting preceding the alternate date. *Alternate dates will be considered for meeting dates that fall on a city holiday or other conflicting dates as determined by council.* All regular meetings shall commence at 7:00 p.m., local time, and will be held in the council chambers, Alvin City Hall *unless otherwise specified.*

(b) *Special meetings.* As many additional special meetings may be held during each month as may be necessary for the transaction of all business of the city and its citizens. All special meetings shall be public, except where authorized by law, and shall be held at City Hall; provided, however, the city council may designate another place for such meetings.

The city manager, upon request of the mayor or any four (4) ~~councilmembers~~ council members, shall call special meetings of the city council.

~~Notice of such special meetings shall be given to each member of the city council, which said notice shall state the date for such meeting and the subject(s) to be considered at such meeting, and no other subject shall be there considered except with majority consent of the city councilmembers present.~~

(c) Workshop sessions. Workshop sessions may be scheduled by the city manager, upon request of the Mayor or any four (4) council members. They will normally be conducted prior to regular or special meetings, but may also be conducted at other times. The purpose is to exchange information between council, staff, vendors or other groups. No official action is taken by Council during these sessions. Workshops shall adhere to the laws of the Texas Open Meetings Act, and are open to the public.

~~(e)~~(d) Emergency meetings. Emergency meetings may be called in accordance with state law and ~~Emergency meetings~~ may be held at any time.

...

**Section 3.** That Section 2-23 of the Code of Ordinances of the City of Alvin, Texas is hereby amended, and shall read as follows:

**Sec. 2-23. Order of business at meetings.**

~~(a) Subject to the provisions herein, the proceedings at regular meetings of the city council will conform generally to the order of business set forth below. At the discretion of the mayor, unless the majority of council objects by vote, the order of business, including agenda items within categories, may be rearranged and addressed out of order in the manner deemed most expeditious. The identified categories of order of business shall not be deemed an exclusive list nor be deemed to restrict additional categories, as needed.~~

(a) Regular and special meetings will generally adhere to the following agenda:

- (1) Call to order.
- (2) Invocation.
- (3) Pledge of allegiance.
- (4) ~~Special p~~Presentations, ~~if any~~ and proclamations.
- ~~(5) Approval of Minutes~~
- (5) Public comment
- ~~(6) Petitions or requests from the public~~
- (6) Community announcements

~~(7) Reports from citizens, boards, commissions and committees.~~

(7) Public hearing(s)

~~(8) Public Hearing(s), if posted~~

~~(9)~~ (8) Consent agenda

~~(10) Matters removed from consent agenda~~

~~(11)~~ (9) Other business

~~(12)~~ (10) Reports from city manager

~~(13)~~ (11) Reports from ~~councilmembers~~ council members and ~~council committees~~

~~(14)~~ (12) Executive session

(13) Reconvene to open session

~~(15)~~ (14) Action items from executive session

~~(16)~~ (15) Adjournment

(b) At the time of ~~the~~ discussion under ~~item (a)(11)(9) above,~~ Other business, an individual ~~councilmember~~ council member may request an item or items be placed on the upcoming agenda for the next regular meeting, unless the majority of the council votes that said item or items shall not be on the upcoming agenda.

(c) With the exception of emergency items, and for regular meetings only, ~~the~~ administration ~~should make a diligent attempt to will~~ provide ~~councilmembers~~ council members complete packets ~~on Friday 72 hours~~ preceding the regular council meeting. ~~It is the intention of the city council in adopting the above language to provide a guideline only, and that same not be binding or interfere with the regular course of business.~~

**Section 4.** That Section 2-24 of the Code of Ordinances of the City of Alvin, Texas is hereby amended, and shall read as follows:

**Sec. 2-24. Rules of procedure.**

~~The following rules shall be observed during all meetings of the city council:~~

(a) *Consent agenda:* Routine matters thought to require little or no deliberation by the city council may be placed on a "consent agenda" which shall be treated as one agenda item. Each item on the consent agenda shall be separately identified and designated, and shall adhere to the laws of the Texas Open Meetings Act. ~~No item may be considered as part of the consent agenda unless it has been publicly posted and submitted to council members at least seventy two (72) hours in advance of the scheduled time for the council meeting.~~

In the due order of business, the mayor shall announce that the consent agenda is to be considered and voted upon by the city council. Questions and explanation of consent agenda items shall be permitted, but general discussion or debate shall not be permitted. Council shall vote on the consent agenda as one item; passage of the consent agenda will be passage of each item included thereon, and failure to pass the consent agenda will not defeat each item included thereon, but rather shall constitute no action as to each such item.

At any time during the council meeting, prior to announcement of the vote on the consent agenda, ~~any councilmember may request the deletion of one or more items from consideration as part of the consent agenda~~ any member of council may ask that an item be removed from the consent agenda. The making of such request shall automatically place the removed consent item under the order of Other business for general discussion and or approval. ~~The making of such request shall have the effect of removing the matter from the consent agenda, and any matter so deleted shall thereafter be handled separately in the same manner as a separate agenda item.~~

(b) *Citizen participation.* ~~Petitions or requests from the public.~~ Citizens shall have the right to be heard during regular meetings of the City Council in regard to matters on the agenda to be considered prior to action being taken.

~~(1) Citizens who wish to address the council at regular council meetings regarding items on the agenda or any other non-agenda issues will be given an opportunity to do so under the agenda category entitled "Petitions or Requests from the Public." If more than one citizen wishes to address the city council on the same subject matter, those citizens are encouraged to select a spokesperson for the group.~~

~~(2) Subject to the provisions stated in subsection (b)(3) below, citizens who wish to address the city council will be allotted five (5) minutes to speak; provided, however, that if a citizen has addressed the council at either of the past two (2) regular council meetings on the same general subject matter, such citizen will be allotted two (2) minutes to speak. The mayor shall have discretion to move to the end of the agenda those citizens subject to the two (2) minute speaking rule unless the majority of council objects by vote.~~

~~Citizens who will be addressing an item on the agenda will be allowed to speak first. In order to be heard the appropriate registration form must be completed and given to the city clerk at least ten (10) minutes prior to the start of the meeting. On the registration form the citizen shall identify his/her name, address, topic and desired action, if any, from the city council. Registration forms shall be maintained by the city.~~

(1) Prior to the session being called to order, person(s) wishing to speak shall complete a Public Comment Card and present it to the City Clerk. The presiding officer shall call upon those who have properly submitted a public comment card to come to the podium, state his/her name and address for the record, and, if speaking for an organization or group, identify the group represented. Each speaker will be given three (3) minutes to complete his/her comments, unless otherwise permitted by the presiding officer or

questions had by members of council. The City Clerk shall maintain the time and advise the speaker when his/her time has expired. The speaker shall then complete the sentence and take his/her seat. The Mayor or presiding officer will have the discretion as to how many public comments will be allowed for each agenda item.

- ~~(3) Notwithstanding the provisions of this subsection (b), if the sum total of time requested by speakers at any regular council meeting is greater than sixty (60) minutes, the presiding officer shall so announce it and citizens subject to the five (5) minute speaking time will be given three (3) minutes only. This limit shall apply so that all citizens are given an opportunity to address council. The mayor shall have discretion to move to the end of the agenda those citizens subject to the two minute speaking rule unless the majority of council objects by vote.~~
- ~~(4) (2) In presenting a request or expressing a position on an issue to the city council, a citizen~~ Speakers will not be allowed to individually poll the ~~city council members~~ council members as to their opinions regarding the subject matter being discussed, nor ~~addressed by the citizen. Additionally, a citizen addressing the council will not~~ be allowed to poll the desires of the audience in any manner.
- ~~(5) Citizens may express their concerns in writing to the city council and submit the same at a regular city council meeting. Any such written documents will be maintained according to the state approved records retention schedule.~~
- ~~(6) (3)~~ No citizen may speak until recognized by the presiding officer. Interruptions will be silenced by voice, use of the gavel or other means. Citizens who refuse to be cooperative or to heed the directions of the presiding officer may be removed from the room. Additionally, citizens who are loud or abusive may be removed from the room. The chief of police or ~~his/her~~ designee is appointed sergeant at arms for this purpose.
- ~~(7) (4)~~ A ~~council member~~ council member may request of the mayor to recognize a member of the public unless a majority of council objects by vote.
- ~~(8) Citizens who wish to address the council at special council meetings regarding items on the agenda will be given an opportunity to speak in accordance with the provisions of this subsection (b) regarding public speaking at regular council meetings. All provisions of subsection (b) shall apply to special council meetings except that public speaking at special council meetings shall be limited to items on the agenda.~~

(c) *Duties of presiding officer.* The mayor, or in his absence the mayor pro tem, or in the absence of both a member of council elected at a meeting to preside at the meeting, will preside over all council meetings. The duties of the presiding officer shall include the following:

- (1) Opening the session at the time designated;

- (2) Announcing the business before the council in the order in which it is to be acted upon;
- (3) Stating each motion, putting such to a vote and announcing the results of each vote;
- (4) Keeping ~~councilmembers'~~ council members debate within the rules of order;
- (5) Deciding all questions of order (subject to council's authority to overrule any such decision by a two-thirds vote of the council);
- (6) Remaining free to participate in discussions on all matters before the city council;
- (7) Voting in the event of a tie vote; and
- (8) Conducting the meeting in an impartial manner and maintaining order therein.

(d) ~~Rules for presiding officer.~~ Recording of Meetings - The approved minutes of the city council meetings shall be the official record of the City of Alvin. ~~Electronic tape~~ Digital recordings of the meetings will be maintained according to the state-approved records retention schedule.

- (1) ~~No councilmember shall speak more than twice on any action question nor shall any councilmember speak more than once before each councilmember so desiring shall have been heard. During discussion items, there shall be no limits as to comments by councilmembers.~~

~~(2)~~(1) All votes of the council shall be by "ayes" and "noes." The minutes shall reflect the name of the ~~councilmember(s)~~ council member(s) voting no or abstaining. In all roll call votes, the vote of each ~~councilmember~~ council member will be recorded. Unless a member of the council states that they are not voting, their silence shall be recorded as a "no" vote.

~~(3)~~ (2) All ordinances shall take effect after having been read and approved at a ~~two~~ (2) meetings of the city council and having met the ~~published if required~~ publication requirements by law. ~~In the event an ordinance is adopted as an emergency measure, a declaration of the specific emergency shall be expressed in the caption and body of such ordinance, and such ordinance shall not be adopted without the affirmative vote of at least five (5) members of council. Any ordinance passed on an emergency basis shall require only one reading and be effective immediately.~~

Except as provided in this Code or where in conflict with or superseded by higher authority of statutory or constitutional law, *Robert's Rules of Order, Revised*, will be followed as a procedural guide for all motions. A motion shall not be required prior to discussion of an agenda item or matter.

(e) Suspension of rule(s). These rules, or any of them, may be suspended at any time by two-thirds vote of the ~~councilmembers~~ council members present.

(f) *Appointments to boards, committees and commissions:*

- (1) Any person(s) interested in serving on boards, committees, or commissions shall complete a consent and willingness to serve form and return it to the city clerk's office by the established deadline. The established deadline shall be five (5) working days before the date the council is scheduled to act on the appointment(s). Members of the council may encourage citizens to complete the form. Beginning in calendar year 1999, the city shall advertise board, committee, and commission positions in the official newspaper of the city at least eight (8) working days prior to the proposed date of council action. ~~The advertisement shall list the vacant positions, proposed date of council action, and the deadline for submission of the form.~~ Only those persons who have submitted the consent and willingness to serve form by the deadline shall be considered for appointment. Submission of the form is not a guarantee of appointment. Each ~~councilmember~~ council member shall have one vote for each available space.
- (2) The council will appoint the required number of citizens by motion and a majority vote of the ~~councilmembers~~ council members.
- (3) Written ballots will not be used for the appointment of anyone to any board, committee and commissions.
- (4) Whenever ~~councilmembers~~ council members are to be appointed to any board, committee or commission, the mayor will appoint the required ~~councilmembers~~ council members with the advice and consent of the council.

(g) *Discussion of personnel matters.* The city council shall restrict any and all discussions, conversations, expressions of opinion and the like concerning the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of any public officer or employee of the city to executive session only and shall restrict any and all discussions, conversations, expressions of opinion and the like concerning the airing of or hearing of any complaint or charge against any public officer or employee of the city to executive session only unless such officer or employee requests a public hearing. The city council shall take only final action, announce a decision and/or vote in open session with regard to personnel matters previously discussed in executive session.

**Section 5. Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of Chapt. 52, Tex. Loc. Gov't. Code, and the City of Alvin Charter.

**Section 6. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the

time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Tex. Gov't Code.

**PASSED** on the first reading on the \_\_\_\_\_ day of \_\_\_\_\_ 2015.

**PASSED** on second and final reading on the \_\_\_\_\_ day of \_\_\_\_\_ 2015.

ATTEST:

**CITY OF ALVIN, TEXAS:**

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

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

City of Alvin  
City Council Meeting



**Public Comment Card**

**AGENDA ITEM**

NAME (required):

\_\_\_\_\_

ADDRESS (required):

\_\_\_\_\_

\_\_\_\_\_

PHONE#: \_\_\_\_\_

EMAIL: \_\_\_\_\_

I wish to speak on the following Agenda Item(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Would you like to be contacted after the meeting?

\_\_\_\_\_

**Time is limited to three (3) minutes per person.**

Please place this card at the City Clerk's seat on the dais in the City Council Chamber prior to the beginning of the meeting.

City of Alvin  
City Council Meeting



**Public Comment Card**

**AGENDA ITEM**

NAME (required):

\_\_\_\_\_

ADDRESS (required):

\_\_\_\_\_

\_\_\_\_\_

PHONE#: \_\_\_\_\_

EMAIL: \_\_\_\_\_

I wish to speak on the following Agenda Item(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Would you like to be contacted after the meeting?

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City of Alvin  
City Council Meeting



**Public Comment Card**

**AGENDA ITEM**

NAME (required):

\_\_\_\_\_

ADDRESS (required):

\_\_\_\_\_

\_\_\_\_\_

PHONE#: \_\_\_\_\_

EMAIL: \_\_\_\_\_

I wish to speak on the following Agenda Item(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Would you like to be contacted after the meeting?

\_\_\_\_\_

**Time is limited to three (3) minutes per person.**

Please place this card at the City Clerk's seat on the dais in the City Council Chamber prior to the beginning of the meeting.

**CITY COUNCIL**

*Paul Horn, Mayor*

*Scott Reed, District A*

*Adam Arendell, District B*

*Keith Thompson, District C*

*Roger Stuksa, District D*

*Gabe Adame, District E*

*Brad Richards, At Large 1*

*Terry Droege, At Large 2*

**CITY COUNCIL**

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*Scott Reed, District A*

*Adam Arendell, District B*

*Keith Thompson, District C*

*Roger Stuksa, District D*

*Gabe Adame, District E*

*Brad Richards, At Large 1*

*Terry Droege, At Large 2*

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*Adam Arendell, District B*

*Keith Thompson, District C*

*Roger Stuksa, District D*

*Gabe Adame, District E*

*Brad Richards, At Large 1*

*Terry Droege, At Large 2*

**DEPARTMENT DIRECTORS**

*Sereniah Breland, City Manager*

*Junru Roland, Asst. City Manager/CFO*

*Bobbi Kacz, City Attorney*

*Larry Buehler, Economic Development*

*Dan Kelinske, Parks & Recreation*

*Rex Klesel, Fire Chief*

*Robert E. Lee, Chief of Police*

*Dixie Roberts, City Clerk*

*Michelle Segovia, City Engineer*

*Julie Siggers, Convention/Visitors Bureau*

*Brian Smith, Public Services*

*Ron Schmitz, EMS*

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*Brian Smith, Public Services*

*Ron Schmitz, EMS*

## WELCOME!

Welcome to a meeting of the Alvin City Council. The City of Alvin was incorporated in 1893; and was the first incorporated city within Brazoria County. Alvin is Home Rule and operates under the Council/City Manager form of government. The City Council is composed of a Mayor and seven (7) Council Members. The council single member districts are designated as Districts A, B, C, D and E and At-Large Positions 1 and 2. Elections are held in May and all terms are for three (3) years.

Regular City Council meetings are held at City Hall on the 1<sup>st</sup> and 3<sup>rd</sup> Thursday of the month, beginning at 7pm, unless otherwise approved by Council.

Workshop meetings of the Council, when scheduled, generally begin at 6pm in the 1<sup>st</sup> floor conference room of City Hall on the 1<sup>st</sup> and 3<sup>rd</sup> Thursday of the month.

Special meetings may be called as deemed necessary.

Citizens are always encouraged to attend meetings so that they might see firsthand the operation of the business of the City and thereby learn of the important issues that their elected representatives face from week to week. This exposure will give them a better understanding of the governmental process and a new appreciation for the work their elected representatives do for them.

All meetings of the Council are open to the public except "Executive Sessions." During executive session, the following may be discussed:

- private consultation by the governmental body with its attorney concerning pending or contemplated litigation, settlements offers, or other privileged matters
- discussion of purchase or acquisition of real property or contract for gift or donation when such discussion would have a detrimental effect on the negotiation position of the City
- deliberation regarding economic development negotiation
- evaluation or discipline of a public officer or employee, unless such person requests a public hearing
- deliberation regarding the deployment or implementation of security personnel or devices

### **APPEARANCES BEFORE THE COUNCIL**

Citizens are invited to appear before the Council to discuss matters of local interest with specific reference to City business.

Citizens may speak on items on the agenda by completing a Public Comment card with their name, address, phone number, and the agenda item they would like to discuss and placing the card on the City Clerk's desk on the dais prior to the start of the meeting.

Comments will be limited to three (3) minutes; time may be extended at the discretion of the presiding officer.

The City Clerk will provide notification of time remaining.

If you wish to make a formal complaint regarding an item not listed on the agenda, please contact the City Manager's office.

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 Act.

Speakers will be heard only upon recognition of the presiding officer, and will address the Council from the podium and observe the following Code of Conduct:

- Treat Others with Respect
- Focus on Issues – No Personal Attacks
- Honor the Roles and Responsibilities
- Be Punctual and Prepared
- Act in a Professional Manner
- Respect Ideas and Opinions of Others

The Mayor or presiding officer reserves the right to end public comment if the above behaviors are not followed.

Clearly state your name and address before beginning the presentation.

In situations where a large number of citizens representing a certain delegation wish to speak, the group is encouraged to designate a spokesperson to present the group's comments.

A copy of any documentation you wish to distribute at the meeting must be provided to the City Manager for the official record.

Event announcements may be made during the *Community Announcements* item listed on the agenda.

## **COUNCIL AGENDAS**

Copies of the agenda for each of the meetings are available in the office of the City Clerk prior to each meeting. Agendas are prepared by the City Clerk and are posted on the bulletin boards at City Hall at least 72 hours before each meeting. (Two-hour postings are permitted by law for emergency meetings.) Agendas and agenda packets are also posted on the City web site at [www.alvin-tx.gov](http://www.alvin-tx.gov).

## **COUNCIL POWERS**

The City Council is the legislative branch of your City government. They consider and adopt ordinances (laws) for the community, and enact such regulations as may be expedient for the maintenance of good government, order, and peace of the City; and providing welfare, health, morals, comfort, safety, and convenience of its inhabitants.

The Council also reviews, revises, and adopts the budget, makes appropriations, levies taxes, authorizes bond issues, supervises the spending of its appropriations, initiates hearings for the purpose of gathering information for ordinance making, airing public programs, and establishing general municipal policy.

## **City of Alvin**

City Hall  
216 W. Sealy  
Alvin, Texas 77511  
(281) 388-4200

**The City Council, administration,  
and all employees of the City of Alvin  
are pleased to be public servants  
working for the betterment  
of the citizens of Alvin.**

### **ADMINISTRATION**

Sereniah Breland, City Manager  
Junru Roland, Asst. City Manager/  
Chief Financial Officer  
Bobbi Kacz, City Attorney

Larry Buehler,  
Director of Economic Development  
Dan Kelinske, Director of Parks & Recreation  
Rex Klesel, Fire Chief  
Robert Lee, Chief of Police  
Dixie Roberts, City Clerk  
Ron Schmitz, Director of EMS/Emergency Mgmt.  
Michelle Segovia, City Engineer  
Brian Smith, Director of Public Services

Meetings are cablecast on Comcast Channel 16  
And live-streamed and archived on  
[www.alvin-tx.gov](http://www.alvin-tx.gov)

## **Citizen Participation Guidelines**



### **CITY COUNCIL MEMBERS:**

**Paul Horn, Mayor**  
[phorn@cityofalvin.com](mailto:phorn@cityofalvin.com)

**Adam Arendell, Mayor Pro-tem,  
District B**  
[aarendell@cityofalvin.com](mailto:aarendell@cityofalvin.com)

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# AGENDA COMMENTARY

**Meeting Date:** 11/5/2015

**Department:** City Attorney

**Contact:** Bobbi Kacz, City Attorney

**Agenda Item:** Consider Ordinance 15-Z; amending Chapter 2 Administration, Article IIA of the Code of Ordinances, City Manager authority; first reading.

**Type of Item:**  Ordinance 1<sup>st</sup> Reading  Ordinance 2<sup>nd</sup> Reading  Resolution  Public Hearing  Discussion & Direction

**Summary:** The proposed changes simplify and clarify the City Manager's authority granted by Council; including the following:

- Clarifies that the City Manager has authority to make purchases as established by the purchasing manual adopted by Council.
- Delegates authority to the City Manager to grant temporary street closures for the purposes of festivals, parades, etc.

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

**Account Number:** \_\_\_\_\_ **Amount:** \_\_\_\_\_

**Legal Review Required:** N/A \_\_\_ Required  **Date Completed:** 10/28/15

**Supporting documents attached:**

- Ord. 15-Z - redline

**Recommendation:** Move to approve Ordinance 15-Z; amending Chapter 2, Administration, Article II A of the Code of Ordinances, City Manager authority; first reading.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

ORDINANCE NO. 15-Z

AN ORDINANCE AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE IIA, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING CITY MANAGER AUTHORITY; PROVIDING AN EFFECTIVE DATE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

**Section 1.** That Section 2-31 of the Code of Ordinances of the City of Alvin, Texas is hereby amended, and shall read as follows:

~~“Sec. 2-31. Authority to make purchases not exceeding an amount set by statute without council approval.~~ **City Manager’s authority.**

The city council grants the city manager the following authority:

~~The city manager of the City of Alvin, Texas, is granted authority to make purchases, pursuant to requisition from the head of the office or department whose appropriation will be charged, not exceeding the ceiling amount set by statute without prior approval by the city council.~~

- (1) To authorize and make purchases as established by the Purchasing Manual adopted by city council;
- (2) To grant temporary street closures for the purposes of festivals, parades, etc.; and
- (3) To determine the need for and specific services to be provided by volunteers. The city manager shall have the further authority to determine which persons may provide volunteer services for the city and the nature and extent of the service to be so provided. Additionally, the city manager shall have the right and authority to dismiss a volunteer with or without cause. For purposes of this section, a "volunteer" shall be defined as a person rendering services for or on behalf of the city who does not receive compensation in excess of reimbursement for expenses. Persons who are appointed by council to serve on boards, commissions and/or committees shall not be subject to the authority granted to the city manager in this section.

~~Sec. 2-31.1. Authority with respect to volunteers.~~

~~The city manager shall have the authority to determine the need for and specific services to be provided by volunteers. The city manager shall have the further authority to determine which persons may provide volunteer services for the city and the nature and extent of the service to be so provided. Additionally, the city manager shall have the right and authority to dismiss a~~

~~volunteer with or without cause. For purposes of this section, a "volunteer" shall be defined as a person rendering services for or on behalf of the city who does not receive compensation in excess of reimbursement for expenses. Persons who are appointed by council to serve on boards, commissions and/or committees shall not be subject to the authority granted to the city manager in this section.~~

Secs. 2-31.21—2-31.9. - Reserved.

**Section 2. Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of Chapt. 52, Tex. Loc. Gov't. Code, and the City of Alvin Charter.

**Section 3. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Tex. Gov't Code.

**PASSED** on the first reading on the \_\_\_\_\_ day of \_\_\_\_\_ 2015.

**PASSED** on second and final reading on the \_\_\_\_\_ day of \_\_\_\_\_ 2015.

ATTEST:

**CITY OF ALVIN, TEXAS:**

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

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



# AGENDA COMMENTARY

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**Meeting Date:** 11/5/2015

**Department:** City Attorney

**Contact:** Bobbi Kacz, City Attorney

**Agenda Item:** Consider Ordinance 15-T; repealing Ordinance 12-L, whereby the City Council adopted the City of Alvin Travel Policy; first reading.

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**Type of Item:**  Ordinance 1<sup>st</sup> Reading  Ordinance 2<sup>nd</sup> Reading  Resolution  Public Hearing  Discussion & Direction

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**Summary:** The City's Travel Policy was adopted by Ordinance 12-L on March 15, 2012. We are proposing to adopt the new travel policy via resolution because a resolution is used when the governing body is establishing a position or policy of a city and an ordinance usually regulates persons or property and is generally of a more permanent nature (ie, law). The prior travel policy was adopted by ordinance, thus it requires an ordinance to repeal the existing ordinance. We will submit the new travel policy on the next regularly scheduled Council agenda to be adopted via resolution upon the second reading of this ordinance.

The major proposed Travel Policy changes include:

- Granting Department Heads the authorization to approve travel and travel-related expenditures for their employees.
  - City Manager authorization for travel/training expenditures for Municipal Judges.
  - Mayoral approval for travel/training for members of council, commissions, boards, committees, City Manager, and City Attorney.
  - City Manager approval for out-of-state travel.
  - Increasing the minimum destination miles for overnight lodging for City related business (from 25 miles from City Hall to 50 miles from City Hall).
- 

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

**Account Number:** \_\_\_\_\_ **Amount:** \_\_\_\_\_

**Legal Review Required:** N/A \_\_\_ Required x **Date Completed:** 10/28/15

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**Supporting documents attached:**

- Ord. 15-T
- Chart of proposed changes to Travel Policy

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**Recommendation:** Move to approve Ordinance 15-T; repealing Ordinance 12-L, whereby the City Council adopted the City of Alvin Travel Policy; first reading.

---

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

**ORDINANCE NO. 15-T**

**AN ORDINANCE OF THE CITY OF ALVIN, TEXAS REPEALING ORDINANCE NO. 12-L, WHEREBY THE CITY COUNCIL ADOPTED THE CITY OF ALVIN TRAVEL POLICY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.**

**WHEREAS**, the City of Alvin adopted a Travel Policy by Ordinance No. 12-L on March 15, 2012; and; **NOW, THEREFORE**,

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

**Section 1.** That the City Council of the City of Alvin, Texas hereby repeals Ordinance No. 12-L in its entirety.

**Section 2. Severability.** Should any section or part of this ordinance be held unconstitutional, illegal or invalid or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

**Section 3. Effective Date.** This ordinance shall take effect immediately from and after its passage in accordance with the provisions of *Chapt. 52, Tex. Loc. Gov't. Code*, and the *City of Alvin Charter*.

**Section 4. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

**PASSED AND APPROVED** on first reading this \_\_\_\_ day of \_\_\_\_\_, 2015.

**PASSED AND APPROVED** on second and final reading this \_\_\_\_ day of \_\_\_\_\_, 2015.

**ATTEST:**

**CITY OF ALVIN, TEXAS**

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

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



# AGENDA COMMENTARY

**Meeting Date:** 11/5/2015

**Department:** Finance

**Contact:** Junru Roland, Asst. City Manager/CFO

**Agenda Item:** Consider Ordinance 15-Y; amending the City's Purchasing Policy and Procedures Manual for the purpose of clarifying certain sections, updating provisions to comply with changes in the state law; and adopting the City of Alvin Purchasing Policy and Procedures Manual; first reading.

**Type of Item:**  Ordinance 1<sup>st</sup> Reading  Ordinance 2<sup>nd</sup> Reading  Resolution  Public Hearing  Discussion & Direction

**Summary:** Article VII, Section 11 of the City Charter requires a review of the City's purchasing policy to determine consistency with federal and/or state law. Staff has reviewed the City's current purchasing policy, and is recommending amendments to the current policy to clean up the flow, aesthetics, and grammar throughout the document; and to put the City in line with current local government practices, as well as changes in state law. The following are the major recommended amendments to the current purchasing policy:

*1.) Purchasing Approval Thresholds:*

Purchasing Authority	Current Policy	Proposed Amendments
City Council	More than \$25,000	More than \$50,000
City Manager	Up to \$25,000	Up to \$50,000
Assistant City Manager/Chief Financial Officer ( <i>new administrative position</i> )	N/A	Up to \$25,000
Department Head	Up to \$1,000	Up to \$3,000

This proposed amendment increases the City Council's purchase approval level from \$25,000 to \$50,000. Currently, the City Manager can approve purchases of goods or services up to \$25,000. Staff is recommending that City Council increase the City Manager's purchasing approval threshold to \$50,000. The basis of this recommendation stems from a review of items that were placed on the agenda for City Council approval in FY15. For the most part, items in FY15 between \$25,000 and \$50,000 were either required by law; recurring/routine expenditures; or were discussed in detail during the budget workshops. To illustrate, the following are some of the items between \$25,000 and \$50,000 that were placed on the City Council agenda and approved by City Council in FY15.

- Texas Commission on Environmental Quality permit renewal
- Council Chamber video equipment
- Chemicals to service the wastewater treatment plant
- Annual order of stabilized sand
- City's external auditor contract renewal

- Portable tablets for police vehicles
- Backup/recovery software
- Heating, ventilation, and air conditioning equipment for City Hall
- 3-year internet services contract renewal
- Parkland annual mowing services

It is the practice of the City Manager’s office to provide City Council with a list of all purchase orders approved by the City Manager. Please see *Exhibit B* for a listing of the purchasing approval thresholds in other cities.

2.) *Obtaining Bids or Price Quotations*

A bid is a formal offer submitted by a vendor in response to an invitation to bid to provide goods or services. Formal bids must be submitted in a sealed envelope and in conformance with a prescribed format; to be received and opened on a specific date and at a specified time. A quote is an informal offer from a vendor to provide goods or services. For the most part, price quotations are informally received via telephone call or email.

Unless otherwise exempted, state law requires procurements over \$50,000 to be subject to the competitive sealed bidding provisions of state law. The City’s current minimum procurement amount that requires sealed bids is \$25,001. Staff is proposing to increase the minimum procurement amount to \$50,001 to parallel the State’s requirement.

Cost of Good(s) or Service(s)	Current Policy	Proposed Amendments
\$0 - \$1,000	1 quote	1 quote
\$1,001 - \$3,000	3 quotes	1 quote
\$3,001 - \$25,000	3 quotes	3 quotes
\$25,001 - \$50,000	Bid	3 quotes
More than \$50,000	Bid	Bid

The City Charter requires City Council approval on changes to the City’s purchasing procedures.

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

**Account Number:** \_\_\_\_\_ **Amount:** \_\_\_\_\_

**Legal Review Required:** N/A \_\_\_ Required  **Date Completed:** 10/28/15

**Supporting documents attached:**

- Ordinance 15-Y
- Exhibit A – Purchasing Policy and Procedures Manual – redline showing proposed changes
- Exhibit B – Purchasing approval thresholds of other cities

**Recommendation:** Move to approve Ordinance 15-Y; amending the City’s Purchasing Policy and Procedures Manual for the purpose of clarifying certain sections, updating

provisions to comply with changes in the state law; and adopting the City of Alvin Purchasing Policy and Procedures Manual; first reading.

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Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

## **ORDINANCE NO. 15-Y**

**AN ORDINANCE AMENDING CITY OF ALVIN PURCHASING POLICY AND PROCEDURES MANUAL FOR THE PURPOSE OF CLARIFYING CERTAIN SECTIONS, UPDATING PROVISIONS TO COMPLY WITH RECENT CHANGES IN STATE LAW; ADOPTING THE CITY OF ALVIN PURCHASING POLICY AND PROCEDURES MANUAL ATTACHED AS EXHIBIT "A"; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.**

**WHEREAS**, Article VII, Section 11 of the City of Alvin Home-Rule Charter provides that the uniform guide for purchasing procedures shall be reviewed every two (2) years to determine consistency with state and federal laws:

**WHEREAS**, a Purchasing Manual was initially adopted by Ordinance No. 92-HH and was amended by Ordinance Nos. 93-O, 94-FF, 95-SS, 95-BBBB, 9-MMM, 02-K and 07-A;

**WHEREAS**, the above stated ordinances were all repealed in their entirety;

**WHEREAS**, On December 18, 2008, Ordinance 08-OO was approved by the City Council adopting the Alvin Purchasing Manual; and

**WHEREAS**, the Council desires to review the Purchasing Policy and Procedures Manual in accordance with the City Charter and make revisions to the Purchasing Policy and Procedures Manual to clarify certain sections thereof and to update provisions to comply with recent changes in the law; **NOW, THEREFORE**,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS;**

**Section 1.** That the City Council hereby adopts the findings and recitals set forth in the preamble hereof.

**Section 2.** That the City Council of the City of Alvin hereby adopts the City of Alvin Purchasing Policy and Procedures Manual which is hereto attached as Exhibit "A" and incorporated herein by reference.

**Section 3.** Ordinance Number 08-OO is hereby repealed. All ordinances or parts of ordinances inconsistent or in conflict with this Ordinance, to the extent of such inconsistency or conflict, are hereby repealed.

**Section 4. Severability.** Should any section or part of this ordinance be held unconstitutional, illegal or invalid or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining

portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

**Section 5. Effective Date.** This ordinance shall take effect immediately from and after its passage in accordance with the provisions of *Chapt. 52, Tex. Loc. Gov't Code, and the City of Alvin Charter.*

**Section 6. Open Meetings Act.** It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't Code.*

**PASSED and APPROVED** on first reading on the \_\_\_\_ day of \_\_\_\_\_ 2015.

**PASSED and APPROVED** on second and final reading on the \_\_\_\_ day of \_\_\_\_\_ 2015.

ATTEST:

**CITY OF ALVIN, TEXAS:**

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

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

# CITY OF ALVIN



## **PURCHASING POLICES & PROCEDURES MANUAL**

# City of Alvin – Purchasing Policies & Procedures Manual

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## FORMS

### Appendix

- ~~A. Agreement Form Workers Compensation Insurance for Building and  
Construction Projects~~

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~~B. Certificate of Insurance~~

~~C. Disclosure Statements~~

~~(1) CIQ (Vendor or person doing business with City)~~

~~(2) CIS (Local Government Officer)~~

### PRINCIPLES OF PURCHASING

1. To consider the best interests of City of Alvin in all transactions and to carry out its established policies.
2. To purchase without prejudice, seeking to obtain the maximum value for each dollar of expenditure according to City of Alvin quality standards.
3. To strive consistently for knowledge of the materials and supplies required for use of the City and to establish practical methods of obtaining them.

# City of Alvin – Purchasing Policies & Procedures

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4. To subscribe to and work for honesty and truth in buying and to denounce all forms of conflict of interest.
5. To avoid all unethical practices.
6. To be receptive to competent counsel from colleagues and to be guided by such counsel without impairing the dignity and responsibility of the office.
7. To cooperate with all organizations and individuals engaged in activities designed to enhance the development and standing of public purchasing.

### FINANCEPURCHASING RESPONSIBILITIES

1. ~~Monitors and a~~Administers the *Purchasing Policies and Procedures Manual*~~Policy~~ for purchasing or contracting City supplies, equipment, services and construction. Observe and enforce the policies as herein outlined and all related regulations.
2. Maintain knowledge of current developments in the field of purchasing, prices, market conditions, and new products. Secure for the City the benefits of research done in the field of purchasing by other governmental agencies and private businesses. Maintain knowledge of changes/updates pertaining to Purchasing in the Local Government Code.
3. Process department Requisitions and/or Purchase Orders in a timely and efficient manner.
4. Assist departments in purchasing materials and services when requested.

# City of Alvin – Purchasing Policies & Procedures

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5. Approve all requisitions and process all Purchase Orders.
6. Maintain active computerized vendor files in such a manner as to maximize purchasing effectiveness.
- ~~6. ———~~
- ~~7. ——— Maintain active file of Insurance Certificates received for Vendors and Contractors.~~
- ~~8. ——— Coordinate with all departments the City Auction for the sale of surplus property and salvage material to be disposed of by the City, and unclaimed or abandoned property seized by the Police Department.~~
- 9.7. Promote standardization whenever possible in all areas of purchasing. Areas such as general specifications, quality standards, performance standards, and equipment/supplies should be included in this format.
- ~~10. ——— Utilize all legitimate techniques such as volume, cooperative purchasing, buying, ——— and annual contracts to keep costs as low as possible.~~
- ~~11. ——— Maintain relations with vendors.~~
- ~~12. ——— Monitor Supplier/Vendor performance and the conduct of ongoing supplier relations.~~

### DEPARTMENTAL RESPONSIBILITIES

1. Comprehend, apply and follow the Purchasing Policy.
2. For all purchase requisitions greater than \$3,000, but not exceeding \$50,000, obtain at least three quotes from appropriate vendors.
- 2.3. For all purchase requisitions \$50,000 or more greater than \$25,000, obtain competitive sealed bids from appropriate vendors.

# City of Alvin – Purchasing Policies & Procedures

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- ~~3. For all Requisitions greater than or equal to \$1,000, obtain at least three quotes from appropriate vendors.~~
4. Prepare pPurchase rRequisitions in a timely and efficient manner prior to the actual transaction taking place.
5. Develop specifications and determine the quality of supplies, equipment, services, quantity and the delivery date required.
6. Review sealed bids and proposals and recommend award of contracts. ~~Each Department Head shall prepare the documents and recommend award of contracts in written form.~~
7. Submit all bid related documents including a copy of the award letter to City Clerk.
8. Each department shall receive and inspect items delivered, report any shipments that fail to meet the purchase order and notify the vendorPurchasing of all discrepancies and items that need to be returned.
9. UploadSubmit documentation all-attached-documents including (contracts, price proposals, quotes, etc.) supporting -to-any transactions involving some-form-of the outflow of City's financial resources-to Legal and Finance for their review prior to execution-by higher authority.
- 9.10. Utilize all legitimate techniques such as volume, cooperative purchasing, buying, and annual contracts to keep costs as low as possible.

### CITY CLERK RESPONSIBILITIES

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1. Prepare and legally advertise all invitations to bid, hold pre-bid conferences and bid openings. Encourage competition and endeavor to obtain full and open participation in the bidding processes by all responsible vendors. –Maintain confidentiality of all information used in the bidding process.
  2. Obtain bids with receiving date and/or time recorded and perform bid opening procedures at specified time and place.
  3. Maintain all City maintenance, lease, rental, ~~and copier~~ agreements and contracts.
  4. Maintain all bid-related documents.
  5. Maintain active file of Insurance Certificates received for vendors and contractors.
  6. Distribute executable contracts/agreements to appropriate departments after all authorized parties sign off.
- ~~4. —~~
- ~~5. — Distribute executable contracts/agreements to appropriate departments after all authorized parties sign off.~~

# City of Alvin – Purchasing Policies & Procedures

## Manual

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### INTRODUCTION IN GENERAL

This Purchasing Manual (the "Manual") establishes the policies and procedures governing the City's purchase of goods and services. This Manual accomplishes the following purposes: (1) it delineates procedures that are consistent with law as well as good business practices; (2) it provides basic information for proper preparation of purchasing requisitions; (3) it describes methods of procuring goods and services; and (4) it establishes standard purchasing procedures.

Only the City Council, the City Manager and Assistant City Manager/Chief Financial Officer Finance Director (within his/her purchasing limitations) are vested with authority to contract for the City of Alvin. The Department Head or their designee designated purchasing staff may approve the purchase of goods or services that does not exceed valued less than a value of \$3,000.1,000.00 without prior approval of the Council or City Manager. The Assistant City Manager/Chief Financial Officer or his/her designee Finance Director may approve the purchase of goods or services greater than valued at \$3,000, but not exceeding \$25,000.1,000.00 or more without prior Council approval. The City Manager may approve the purchase of goods or services greater than \$25,000 but not exceeding \$50,000. All purchases of goods or services valued at more than \$50,0003,000.00 or more shall require City Manager's City Council approval. The City Manager may approve the purchase of goods or services valued at \$25,000 or less without prior Council approval.

No contract or purchase order will be binding upon the City unless authorized by the City Council, or City Manager, Assistant City Manager/Chief Financial Officer, or Department Head Finance Director, or Purchasing, as applicable; and unless the Department Head City Manager and/or Finance Director certifies that there is to the credit of the City office or department a sufficient appropriation and unencumbered balance to pay for the goods and/or services for which the contract or purchase order is to be issued. The City's purchase of goods and services shall be made according to a check request, purchase order requisition or purchasing card from the head of the office or department whose budget or other approved appropriation source will be charged for the purchase. All purchasing card purchases shall follow the City's Purchasing Card policy in effect. All purchasing card purchases shall follow the City's Purchasing Card policy in effect. Any City personnel who authorize or attempt to authorize a purchase order without proper approvals will be subject to disciplinary action.

# City of Alvin – Purchasing Policies & Procedures

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~~The Finance Department is designated as the Purchasing Office for the City within certain limitations. The primary responsibility of the Purchasing Office is to procure the best goods and services in a timely manner at the lowest possible cost to the City and to ensure that purchasing is conducted with strict adherence to applicable federal, state and local laws as well as this Manual. This purpose is accomplished through updating of purchasing data, training/education of personnel and responsiveness to new techniques. The Finance Department will coordinate purchasing activities with the user department.~~

### GENERAL ETHICAL STANDARDS

- **Personal Gain.** It shall be a breach of ethics to attempt to realize personal gain through public employment with City of Alvin by any conduct inconsistent with the proper discharge of the employee's duties.
  
- **Influence.** It shall be a breach of ethics to attempt to influence any public employee of City of Alvin to breach the standards of ethical conduct set forth in [this section](#).
- ~~this code.~~
  
- **Conflicts of Interest.** It shall be a breach of ethics for any employee of City of Alvin to participate directly or indirectly in procurement when the employee knows that:
  - the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.
  - a business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
  - any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.
  
- **Gratuities.** It shall be a breach of ethics to offer, give or agree to give any employee or former employee of City of Alvin, or for any employee or former employee of City of Alvin to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content

# City of Alvin – Purchasing Policies & Procedures

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of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore pending before this government.

- **Kickbacks.** It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for City of Alvin, or any person associated therewith, as an inducement for the award of a subcontract or order.
- **Contract Clause.** The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.
- **Confidential Information.** It shall be a breach of ethics for any employee or former employee of City of Alvin knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

In addition to these ethics standards, City of Alvin also adopted the City Code of Ordinance regarding ethics.

# City of Alvin – Purchasing Policies & Procedures

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### BUSINESS RELATIONS WITH SUPPLIERS

It is essential to develop and maintain goodwill between the City of Alvin and its suppliers. The reputation of the City can be promoted by:

- (a) Giving all salespersons a full, fair, prompt, and courteous hearing.
- (b) Keeping competition open.
- (c) Keeping specifications accurate, clear and without bias for a specific product or service.
- (d) Having and applying consistent buying policies and principles.
- (e) ~~Being Observing strict~~ truthfulness in ~~every all~~ transactions and ~~in~~ correspondence.
- (f) Respecting the confidence of the salesperson or the company about confidential information.
- (g) Keeping free from any obligation to any vendor.

~~The relationship between the purchaser and the seller must be based on mutual understanding. No contract that proves unsatisfactory to the vendor can be satisfactory to the buyer. It is the~~

# City of Alvin – Purchasing Policies & Procedures

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~~responsibility of all employees involved in the purchasing function to establish a relationship of mutual confidence and satisfaction between the City and its suppliers within the confines of applicable law and policy.~~

### OPEN RECORDS POLICY

Release of any bid is subject to the Public Information Act. Trade secrets and confidential information in competitive sealed bids are not open for public inspection. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for public inspection.

### SALES TAX EXEMPTION

~~Tangible personal property incorporated into realty of the City under Texas Tax Code 151.39 or 151.310 is exempt from sales and use tax. This includes materials used in lump sum and separated contracts.~~

~~In addition, tangible personal property that is necessary or essential to the performance of a contract for the City is exempt if the property is completely consumed at the job sites. Tangible personal property is completely consumed if, after being used once for its intended purpose, it is used up or destroyed. Machinery and equipment are not exempted and the contractor owes tax on the purchase, lease or rental of machinery, equipment, repair or replacement parts, and accessories for the machine or equipment.~~

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~~Taxable services purchased for use in performing the contract will be exempt from tax if the service is performed at the job site, and the service is either expressly required under the contract or is integral to the performance of the contract.~~

~~Sales and use tax exempt certifications and Texas resale certificate forms are issued by the contractors directly to the suppliers.~~

### SALES TAX EXEMPTION

The purchase of tangible personal property for use in the performance of a contract for an improvement to realty of the City is exempt from sales and use tax. (Texas Tax Code 151.311)

In addition, tangible personal property that is necessary or essential to the performance of a contract for the City is exempt if the tangible personal property is completely consumed at the job site. Tangible personal property is completely consumed if, after being used once for its intended purpose, it is used up or destroyed. Machinery and equipment are not exempt; and the contractor owes tax on the lease or rental of machinery, equipment, repair and replacement parts, and accessories for the machinery or equipment.

~~Taxable services purchased for use in performing the contract will be exempt from tax if the service is performed at the job site, and the service is either expressly required under the contract or is integral to the performance of the contract.~~

~~Sales and Use Tax Exempt Certifications and Texas Resale Certificate forms are issued by the contractors directly to the suppliers.~~

### €CIRCUMVENTION OF PURCHASING

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It is unlawful to knowingly or intentionally authorize separate, sequential or component purchases to avoid the competitive bidding statutes.

Separate purchases means purchases, made separately, of items that in normal purchasing practices would be purchased in one purchase.

Sequential purchases means purchases, made over a period of time, of items that in normal purchasing practices would be purchased in one purchase.

Component purchases means purchases of the component parts of an item, that item that in normal purchasing practices would be purchased in one purchase.

### LEASE PURCHASES / CONTRACT FINANCING

All lease purchases or any financing plans attached to any purchasing transaction, or any contract/agreement binding the City to any form of future commitments or obligations shall be reviewed and approved by Finance and Legal Departments before submission to the City Manager. ~~All financing plans shall follow the City of Alvin's Debt policy as approved by City Council.~~

### PURCHASING VIOLATIONS

All City of Alvin employees must follow the Purchasing Policy as outlined. Substantiated, intentional, or knowing violations of the Purchasing Policy by an employee will result in disciplinary action, up to and including termination of employment by Department Head or City Manager.

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### DEFINITIONS

The following definitions apply to this Purchasing Manual:

- (a) "Architect" means an individual registered as an architect under Article 249a of the Texas Revised Civil Statutes.
- (b) "Design-build contract" means a single contract with a design-build firm for the design and construction of a facility.
- (c) "Design-build firm" means a partnership, corporation, or other legal entity or team that includes an engineer or architect and builder qualified to engage in building construction in Texas.
- (d) "Design criteria package" means a set of documents that provides sufficient information to permit a design-build firm to prepare a response to the City's request for qualifications and any additional information requested, including criteria for selection. The design criteria package must specify criteria the City considers necessary to describe the project and may include, as appropriate, the legal description of the site, survey information concerning the site, interior space requirements, special material requirements, material quality standards, conceptual criteria for the project, special equipment requirements, cost or budget estimates, time schedules, quality assurance and quality control requirements, site development requirements, applicable codes and ordinances, provisions for utilities, parking requirements, or any other requirements, as applicable.
- (e) "Engineer" means an individual registered as a professional engineer under The Texas Engineering Practice Act (Article 3271a, Vernon's Texas Civil Statutes).
- (f) "Facility" means buildings the design and construction or which are governed by accepted building codes. The term does not include:
  - (1) highways, roads, streets, bridges, utilities, water supply projects, water plants, wastewater plants, water and wastewater distribution or conveyance facilities,

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wharves, docks, airport runways and taxiways, drainage projects, or related types of projects associated with civil engineering construction; or

- (2) buildings or structures that are incidental to projects that are primarily civil engineering construction projects.
- (g) "High technology procurement" means the procurement of equipment, goods, or services of a highly technical nature, including:
  - (1) data processing equipment and software and firmware used in conjunction with data processing equipment;
  - (2) telecommunications equipment and radio and microwave systems;
  - (3) electronic distributed controls systems, including building energy management systems; and
  - (4) technical services related to those items.
- (h) Historically Underutilized Business (HUB) **"HUB"** When a city makes an expenditure of more than \$3,000 but less than \$50,000, the city is required to contact at least two historically underutilized businesses (HUB) on a rotating basis, based on information provided by the Texas Building and Procurement Commission pursuant to Chapter 2161 of the Government Code; and the Texas Local Government Code 252.0215. If the list fails to identify a historically underutilized business in Brazoria County, the city is exempt from this requirement. ~~means a historically underutilized business, the name of which appears on a list provided by the Texas Building and Procurement Commission pursuant to Chapter 2161 of the Government Code.~~
- (i) "Planning services" means services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- (j) "Professional services" means services that require a high level of knowledge and experience and that are consistent with the standards of professionalism. Professional services include, but are not limited to, the following services within the scope of the practice of:
  - (1) accounting;
  - (2) architecture;
  - (3) landscape architecture;
  - (4) land surveying;
  - (5) medicine;
  - (6) optometry
  - (7) professional engineering;
  - (8) real estate appraising;
  - (9) professional nursing; and

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- (10) any other service requiring special knowledge or attainment and a high order of learning, skill and intelligence.
- (k) "Sole source items" means items that are available from only one (1) source, including, but not limited to: (i) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; (ii) films, manuscripts, or books; (iii) gas, water, and other utility services; (iv) captive replacement parts or components for equipment; (v) books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and (vi) management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.

When a department has identified a specific brand, and will not consider alternate products, a detailed justification explaining why other vendors or products are not acceptable must be provided to Finance and Legal departments in advance for review and concurrence.

- (l) "Emergency Purchase" means a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipalities residents or to preserve the property of the municipality; a procurement necessary to preserve or protect the public health or safety of the municipality's residents; a procurement necessary because of unforeseen damage to public machinery, equipment, or other property.

All emergency purchases must be approved by either the City Manager, ~~or Assistant City Manager/Chief Financial Officer~~ or their designee ~~designee,~~ before ~~purchases~~ ~~payments~~ can be processed.

### PROFESSIONAL SERVICES

Professional services are exempt from the competitive sealed bidding and competitive sealed proposal requirements of state law. The City will select a provider of professional services on the basis of demonstrated competence and qualifications to perform the services and for a fair and reasonable price.

If architectural, engineering, or land surveying services are involved, the City will first select the most highly-qualified provider of those services on the basis of demonstrated competence and qualifications and then attempt to negotiate with that provider a contract at a fair and reasonable price. If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering or land surveying services, the City will formally end negotiations with

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that provider, select the next most highly qualified provider and attempt to negotiate a contract with that provider until a contract is entered into.

An expenditure ~~not exceeding of \$5025,000 or less~~ does not require City Council approval; and the City Manager ~~is~~ is empowered to approve such purchases and to enter into contracts within such dollar amount.

Any expenditure ~~more than greater than \$5025,000~~ shall require ~~the~~ City Council approval.

~~If the expenditure is more than \$50,000 will exceed \$25,000~~ for architectural, engineering or land surveying services, the City will solicit a formal request for qualifications ("RFQ") from the provider(s) of such services. Responses to the RFQ will be reviewed by City staff and the providers will be ranked according to the most highly qualified, the next most highly qualified and so on. Council action will then be scheduled to approve the staff rankings of the three (3) most-qualified providers, to authorize negotiations with the most highly qualified provider, the next most highly qualified provider (if a satisfactory contract cannot be negotiated with the most highly qualified provider) and so on; and to authorize the City Manager to negotiate a contract at a not to exceed dollar value established by the Council. In such cases the City Manager is authorized by this Manual to execute the contract negotiated with the professional services provider without further Council approval.

### OTHER EXEMPT PURCHASES

In addition to professional services, the following purchases are exempt from the competitive sealed bidding and competitive sealed proposal requirements of state law:

1. emergency purchases (a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality);
2. purchases necessary to preserve or protect public health or safety;
3. a procurement necessary because of unforeseen damage to public machinery, equipment, or other property;
4. a procurement for personal, professional or planning services,
5. a procurement for work that is performed and paid by the day as the work progresses;

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6. a purchase of land or a right-of-way;
7. a purchase of sole source items;
- ~~8. management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits;~~
- ~~9.8.~~ a purchase of rare books, paper and other library materials for a public library;
- ~~10.9.~~ a public improvement project, already in progress, authorized by the voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes authorized by the voters;
- ~~11.10.~~ a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212 of the Local Government Code;

Chapter 212, Subchapter C of the Texas Local Government Code authorizes the City to enter into contracts with a developer of a subdivision or land in the City to construct public improvements, not including a building, related to development. Competitive sealed bidding is not required for such contracts if the city complies with the terms of that subchapter. The contract must establish the limit of participation by the City at a level not to exceed 30 percent of the total contract price. In addition, the contract may also allow participation by the City at a level not to exceed 100 percent of the total cost for any oversizing of improvements required by the City including, but not limited to, increased capacity of improvements to anticipate other future developments in the area. The City is liable only for the agreed payment of its share, which shall be determined in advance either as a lump sum or as a factor or percentage of the total actual cost as determined by City ordinance.

11. paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements;
12. goods purchased by the City for subsequent retail sale by the City
13. electricity
14. advertising, other than legal notices
- ~~12.15.~~ personal property sold:

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- a. at an auction by a state licensed auctioneer;
- b. at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code;
- c. by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or
- d. under an Interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391;

~~(n) goods purchased by the City for subsequent retail sale by the City; or~~

~~(o) electricity.~~

~~An expenditure of \$25,000 or less does not require City Council approval and the City Manager is empowered to approve such purchases and to enter into contracts within such dollar amounts. An expenditure greater than \$25,000 requires City Council approval.~~

~~Chapter 212, Subchapter C of the Texas Local Government Code authorizes the City to enter into contracts with a developer of a subdivision or land in the City to construct public improvements, not including a building, related to development. Competitive sealed bidding is not required for such contracts if the city complies with the terms of that subchapter. The contract must establish the limit of participation by the City at a level not to exceed 30 percent of the total contract price. In addition, the contract may also allow participation by the City at a level not to exceed 100 percent of the total cost for any oversizing of improvements required by the City including, but not limited to, increased capacity of improvements to anticipate other future developments in the area. The City is liable only for the agreed payment of its share, which shall be determined in advance either as a lump sum or as a factor or percentage of the total actual cost as determined by City ordinance.~~

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### HIGH TECHNOLOGY PROCUREMENTS

For high-technology procurements, ~~of \$25,000 or less~~ the following requirements shall apply:

- (1) ~~\$3,000 or less~~ ~~under \$1,000~~ - the department may call one source only and place an order;
- (2) ~~More than \$3,000,~~ ~~1,000 but not exceeding~~ ~~to~~ \$25,000 - a minimum of three (3) price quotations shall be required. Price quotes may be obtained in writing, by telephone, or by email/internet. ~~If the purchase amount is greater than \$3,000 but less than or equal to \$25,000, the department must contact at least two (2) HUBs on a rotating basis based on information provided by the Texas Building and Procurement Commission pursuant to Chapter 2161 of the Government Code. If the list fails to identify a HUB in Brazoria County that provides the goods and services, then this requirement shall not apply.~~ The price quotations listing the three (3) vendors and their quotations shall be entered ~~as~~ ~~“Internal Notes”~~ by user departments when inputting requisition on the ~~financial software~~ ~~Incode~~ system. Requisitions must be approved by appropriate levels ~~assigned in the Incode Purchasing system~~ before the purchase order can be issued. ~~User departments should enter as much details as possible in the “Notes” section each time requisitions are created.~~ The Assistant City Manager/Chief Financial Officer may approve high-technology purchases of \$25,000 or less.
- (3) More than \$25,000, but not exceeding \$50,000 -- the City Manager approval is required.

If the purchase amount is greater than \$3,000 but less than \$50,000, the department must contact at least two (2) HUBs on a rotating basis based on information provided by the Texas Building and Procurement Commission pursuant to Chapter 2161 of the Government Code. If the list fails to identify a HUB in Brazoria County that provides the goods and services, then this requirement shall not apply.

~~The City Manager may approve high technology purchases of \$25,000 or less.~~ For high-technology procurements ~~greater than \$50,000~~ ~~25,000 or more~~, the competitive sealed proposal requirements of state law shall apply. The City Manager shall determine which department shall

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be responsible for developing the technical specifications and terms of the request for proposals ("RFP"). Notice of the time and place at which the proposals will be publicly opened and read aloud will be published at least once a week for two consecutive weeks in the Alvin Sun. The date of the first publication must be before the 14th day before the date set to publicly open the proposals and read them aloud. The department may discuss the proposals with the offerors who are determined to be reasonably qualified for the award of the contract. Discussions must be held according to the terms of the RFP. Offerors must be treated fairly and equally with respect to any opportunity for discussion and revision of proposals. To obtain the best final offers, revisions to the RFP are permitted after submission and before award of the contract. The contract must be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the City considering the relative importance of price and other evaluation factors included in the RFP. ~~City Council approval is required for high technology purchases greater than \$25,000.~~

### PURCHASE OF INSURANCE

A purchase of insurance requiring an expenditure of \$5,000 or less does not need to be competitively bid. Except as otherwise provided herein, any purchase of insurance requiring an expenditure greater than \$5,000 will be accomplished through the competitive sealed bidding process. ~~In bidding situations, the City Manager shall determine which department will be responsible for developing the bid package. Notice of the time and place at which the bids will be publicly opened and read aloud must be published at least once a week for two (2) consecutive weeks in the Alvin Sun. The date of first publication must be before the 14th day before the date set to publicly open the bids and read them aloud. The contract must be awarded to the lowest responsible bidder.~~

Competitive sealed bidding is not required for the purchase of life, sick, accident and other health benefits and insurance through a risk pool established pursuant to Chapter 172 of the Texas Local Government Code, Chapter 791 of the Texas Government Code and Texas Trust Code (Title 9, Subtitle B, Texas Property Code).

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### PURCHASE OF OTHER GOODS AND SERVICES

The purchase of other goods and services (excluding insurance, professional services, exempt procurements, construction services and high-technology procurements) shall be subject to the provisions of this section. If the purchase is \$~~50,000~~~~25,000~~ or less the following requirements shall apply:

- (a) \$3,000 or less ~~under \$ 1,000~~ - the department may call one source ~~only~~ and place an order;
- (b) ~~More than \$3,000, but not exceeding 1,000 to~~ \$~~50,000~~~~25,000~~ - a minimum of three (3) price quotations shall be required.

Price quotes may be obtained in writing, by telephone, or by email/internet. If the purchase amount is greater than \$3,000 but less than ~~or equal to \$50,000~~~~25,000~~, the department must contact at least two (2) HUBs on a rotating basis based on information provided by the Texas Building and Procurement Commission pursuant to Chapter 2161 of the Government Code. If

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the list fails to identify a HUB in Brazoria County that provides the goods and services, then this requirement shall not apply. The price quotations listing the three (3) vendors and their quotations shall be entered into the financial software by the departments. ~~as “Internal Notes” by user department when inputting requisition on the Incode system. Requisitions must be approved by appropriate levels assigned in the Incode Purchasing system before the purchase order can be issued. User departments should enter as much details as possible in the “Notes” section each time requisitions are created.~~

The Assistant City Manager/Chief Financial Officer is authorized to approve and enter into contracts for purchases of \$25,000 or less. The City Manager is authorized to approve and enter into contracts for purchases of \$50,000 or less.

For purchases of other goods and services ~~more than greater than \$50,000~~25,000, the competitive sealed bidding provisions of state law shall apply to the purchase. ~~The City Manager shall determine which department shall be responsible for developing the technical specifications and terms of the bid.~~ Notice of the time and place at which the bids will be publicly opened and read aloud must be published at least once a week for two (2) consecutive weeks in the local newspaper. ~~Alvin Sun.~~ The date of first publication must be before the 14th day before the date set to publicly open the bids and read them aloud. The contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. In determining the best value the City may consider the following:

- (a) the purchase price;  
~~(a)~~
- (b) the reputation of the bidder and of the bidder's goods or services;  
~~(b)~~
- (c) the quality of the bidder's goods or services;  
~~(c)~~

~~Revised September 8, 2015~~

- ~~(d)~~
- (d) the extent to which the goods or services meet the City's needs;  
~~(d)~~
- (e) the bidder's past relationship with the City;  
~~(e)~~
- ~~(f)~~
- (f) the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities.  
~~(f)~~
- (g) the total long-term cost to the City to acquire the bidder's goods or services; and

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- (h) ~~(g)~~ any relevant criteria specifically listed in the request for bids.

The bid specifications/bid package must state that the contract may be awarded to either the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. City Council approval ~~is~~ required for purchases greater than \$50,000~~25,000.00~~.

### LOCAL PREFERENCE

Additionally, under the following circumstances a bid may be awarded to a local bidder whose principal place of business is in the City and whose bid is not the lowest bid:

- (1) Chapter 271.905 of the Local Government Code states that the City may purchase ~~the purchase involves~~ goods from vendors whose principal place of business is located within the City of Alvin, and whose bid price is within 3% from a non-resident vendor with the lowest bid.~~personal property that will not be affixed to real property;~~
- (2) Chapter 271.9051 of the Local Government Code states that the City may purchase services from vendors whose principal place of business is located within the City of Alvin and whose bid price is within 5% from a non-resident vendor who submitted the lowest bid for construction services less than \$100,000 or a contract for other purchases in an amount of less than \$500,000.~~the local bid is within 3% of the lowest bid received by the City from a bidder who is not a resident of the City; and~~
- (3) The City shall ~~the City~~ determines, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award -- including the employment of residents of the City and increased tax revenues to the City.

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### CONSTRUCTION SERVICES

Procurement of construction-related services shall be subject to the provisions of this section. If the expenditure will be \$50,000~~25,000~~ or less the following requirements shall apply:

- (a) \$3,000 or less~~under \$1,000~~ - the department may call one source ~~only~~ and place an order;
- (b) More than \$3,000~~1,000~~ but not exceeding ~~to \$50,000~~~~25,000~~ - a minimum of three (3) price quotations shall be required. ~~If the purchase amount is greater than \$3,000 but less than or equal to \$25,000, the department must contact at least two (2) HUBs on a rotating basis based on information provided by the Texas Building and Procurement Commission pursuant to Chapter 2161 of the Government Code. If the list fails to identify a HUB in Brazoria County that provides the services, then this requirement shall not apply.~~ The price quotations listing the three (3) vendors and their quotations shall be entered as ~~“Internal Notes”~~ by the user department when inputting requisitions in the financial software~~on the Incode system~~. Requisitions must be approved by appropriate levels assigned in the financial software~~Incode Purchasing~~ system before the purchase order can be issued. User departments should enter as much details as possible ~~in the “Notes” section~~ each time requisitions are created.

The Assistant City Manager/Chief Financial Officer ~~is~~ authorized to approve and enter into contracts for purchases of \$25,000 or less. The City Manager is authorized to approve and enter into contracts of \$50,000 or less.

If the purchase amount is greater than \$3,000 but less than \$50,000, the department must contact at least two (2) HUBs on a rotating basis based on information provided by the Texas Building and Procurement Commission pursuant to Chapter 2161 of the Government Code. If the list fails to identify a HUB in Brazoria County that provides the services, then this requirement shall not apply.

Except as otherwise provided herein, a procurement of construction-related services requiring an expenditure of more than ~~greater than \$50,000~~~~25,000~~ must be obtained through competitive sealed bids. ~~In such cases the City Manager shall determine which department shall be~~

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~~responsible for developing the technical specifications and terms of the bid.~~ Notice of the time and place at which the bids will be publicly opened and read aloud must be published at least once a week for two (2) consecutive weeks in the Alvin Sun. The date of first publication must be before the 14th day before the date set to publicly open the bids and read them aloud. ~~The contract must be awarded to the lowest responsible bidder.~~ City Council approval ~~are~~is required for an expenditure of funds greater than \$50,000~~25,000~~.

The City may enter into a contract with a developer of a subdivision or land in the City for the construction of public improvements, not including a building, related to the development. Competitive sealed bidding is not required for an expenditure ~~\$50,000 or more~~~~greater than \$25,000~~ if the City complies with the requirements of Chapter 212, Subchapter C of the Texas Local Government Code. (See developer participation contracts discussed in the section of this ~~m~~Manual regarding exempt purchases).

A procurement of services for the construction, rehabilitation, repair or alteration of a facility that requires an expenditure of ~~greater than \$50,000~~~~25,000 or more~~ may be obtained using any of the following methods established in Chapter ~~226971, Subchapter H~~ of the ~~Texas Local~~ Government Code:

- (1) competitive sealed bidding;
- (2) competitive sealed proposals for construction services;
- (3) a design-build contract; or
- (4) a contract to construct, rehabilitate, alter or repair facilities that involves using a construction manager; or
- (5) a job order contract for the minor construction repair, rehabilitation or alteration of a facility (for work of a recurring nature where deliver times are indefinite and indefinite quantities and orders are awarded substantially on the basis of prescribed and prepaid tasks).

The ~~Department Head and/or the~~ City Manager shall determine which method will provide the best value for the City prior to advertising the project. The City will publish notice of the time and place the bids, proposals or responses to a request for qualifications will be received and opened. The notice will be published in the official newspaper once each week for at least two (2) weeks before the deadline for receiving bids, proposals or responses to a request for qualifications. In a two-step procurement process the time and place the second step bids, proposals or responses will be received are not required to be published separately. State law establishes additional requirements and procedures for the methods of procurement set forth in (2) - (5) above. The City Attorney must be consulted with respect to such procurement methods.

The City may consider the following factors in determining to whom to award the contract for construction, rehabilitation, repair or alteration of a facility:

- (a) the purchase price;
- (b) the reputation of the vendor and of the vendor's goods or services;

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- (c) the quality of the vendor's goods or services;
- (d) the extent to which the goods or services meet the City's needs;
- (e) the vendor's past relationship with the City;
- (f) the impact of the ability of the City to comply with rules relating to historically underutilized businesses;
- (g) the total long-term cost to the City to acquire the vendor's goods or services; and
- (h) any other relevant factor specifically listed in the request for bids or proposals.

Under the provisions of Chapter 302 of the Local Government Code, the City may enter into contracts for energy or water conservation measures to reduce energy or water consumption or operating costs of governmental facilities by utilizing the request for qualifications method (Chapter 2254, Government Code) or a request for proposals method. Contracts authorized under Chapter 302 of the Local Government Code include contracts for the installation or implementation of:

- (1) insulation of the building structure and systems within the building;
- (2) storm windows or doors, caulking or weather stripping, multi-glazed windows or doors, heat-absorbing or heat-reflective glazed and coated window or door systems, or other window or door system modifications that reduce energy consumption;
- (3) automatic energy control systems, including computer software and technical data licenses;
- (4) heating, ventilating, or air conditioning system modifications or replacements that reduce energy or water consumption;
- (5) lighting fixtures that increase energy efficiency;
- (6) energy recovery systems;
- (7) electric systems improvements;
- (8) water-conserving fixtures, appliances, and equipment or the substitution of non-water-using fixtures, appliances, and equipment;
- (9) water-conserving landscape irrigation equipment;
- (10) landscaping measures that reduce watering demands and capture and hold applied water and rainfall, including:
  - (a) landscape contouring, including the use of berms, swales, and terraces; and
  - (b) the use of soil amendments that increase the water-holding capacity of the soil, including compost;
- (11) rainwater harvesting equipment and equipment to make use of water collected as part of a storm-water system installed for water quality control;
- (12) equipment for recycling or reuse of water originating on the premises or from other sources, including treated municipal effluent;
- (13) equipment needed to capture water from non-conventional, alternate sources, including air conditioning condensate or gray water, for non-potable uses;

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- (14) metering equipment needed to segregate water use in order to identify water conservation opportunities or verify water savings; or
- (15) other energy or water conservation-related improvements or equipment, including improvements or equipment related to renewable energy or non-conventional water sources or water reuse.

City Council approval is required for all expenditures greater than \$50,000~~25,000~~ for any construction projects.

### PROCEDURES TO COMPLETE BID PACKETS

After each bid is awarded, the following documents shall be submitted to the City Clerk's office as one packet:

1. AUTHORIZATION TO BID – For each item being bid, the City Clerk needs to be notified. Authorization to bid is usually the budget request description submitted before the budget was adopted. ~~It can also be any proof showing proper City Council approval for this item to go out for bid (Minutes and agenda commentaries of City Council Meetings, Special City Council Workshop). If any item to be bid is one specific line item approved during the budget process, then that item does not need to go through the Council approval to bid process again. All items to be bid must go to the Special City Council Workshop and then to the Council Meeting to authorize the bidding process.~~
2. EVIDENCE OF TIMELY RECEIPT OF BIDS – The City Clerk should note on each bid packet received, the date and time received. This information will be transferred onto the actual bid document after opening and retained in the electronic bid file. The bid file/documents will be scanned and stored electronically in Laserfiche. The paper documents submitted will be discarded. ~~and retain these documents in the bid file.~~

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3. BID TABULATION – The bid tabulation should accompany the agenda commentary to the Council Meeting. The bid tabulation should be a short summary of the bids.
4. COUNCIL APPROVAL – The City Clerk will copy the minutes when a bid is approved and retain this information in the bid file.
5. COPY OF ADVERTISEMENT – The City Clerk shall retain the affidavit from the newspaper when an item has been advertised for bids.
6. NOTICE OF PUBLICATION – Same as (5) above.
7. AWARD LETTER – The department responsible for the bid shall send an award letter immediately following the Council Meeting at which the contract was awarded and shall forward a copy of this letter to the City Clerk for the bid file.
- ~~8. CONTRACT EXTENSION OR CHANGE ORDERS – If the contract has been extended or amended, a notice of this approval by the City Manager for \$25,000 or less or by the City Council if over \$25,000 shall be retained in the file.~~

### CHANGE ORDER

A contingency factor or amount should be included in major project requests for bids or proposals issued by the City. Should a contingency factor or amount not be sufficient or changes in scope of the work occur after an approved contract, the department must request a change order. Change orders up to \$50,000 may be approved by the City Manager. Change orders in excess of \$50,000 must be approved by the City Council. However, at no time shall a change order be approved for an increase of more than 25% of the original contract amount. (Local Government Code 252.048; 271.060)

### INTERNAL AUDIT

~~Every three months, Designated Purchasing staff shall inspect all bid packets from the City Clerk's office to ensure all bid documentations exist and filed in proper location. After each inspection, he/she shall initial and date a summary sheet documenting all relevant items for each bid packet ready for annual independent auditor's review after year end.~~

### STATE APPROVED METHODS OF SATISFYING COMPETITIVE BID REQUIRMENT

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Notwithstanding anything in this Manual to the contrary, the City may satisfy the competitive bid requirement of state law by purchasing goods and services through any of the following:

- (a) the Texas Building and Procurement Commission (formerly the General Services Commission);
- (b) the Houston-Galveston Area Council Cooperative Purchasing Program (HGAC);
- (c) the Texas Local Government Purchasing Cooperative (The Buyboard);
- (d) an Interlocal Agreement with another governmental entity that has complied with state law purchasing requirements;
- (e) The Texas Procurement Center;~~and~~
- (f) The Interlocal Government Purchasing System (TIPS)
- (g) The Texas-Arkansas Purchasing System (TAPS); and
- (~~h~~)(h) any other agency/~~or~~ entity that state law provides will satisfy the competitive bid requirements.

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### REQUISITIONS

- ~~1. Every purchase of goods or services must have a requisition form submitted by the user department. The~~ A requisition is ~~at~~ the formal request to make that a purchase. ~~be made and originates in the user department. Generally, it must be done far enough in advance of the need for the goods/services to allow the Finance Department and the vendor to do their jobs properly, including;~~
  - ~~▪ Advertising for bids, proposals or requests for qualifications, if necessary.~~
  - ~~▪ Obtaining bids or price quotations.~~
  - ~~▪ Processing bids, placing purchase orders or concluding contracts.~~
  - ~~▪ Allowing delivery of goods or service.~~

Requisitions ~~forms~~ for emergency purchases or purchases made because of unforeseen circumstances must be submitted within three (3) working days after the purchase.

~~2.~~ The requisition shall provide a complete description of the goods or services the department wants so that the desired item or items and/or services can be obtained without unnecessary delays. All relevant information related to the transaction should be ~~entered and scanned~~ ~~entered as detail as possible~~ into the financial software. ~~the “Notes” section of the requisition in Incode system.~~

~~3.~~ The requisition shall contain the following information:

- ~~(a) date of requisition (month, day, year)~~
- ~~(b) name of department and user responsible for the requisition delivery address (ex. 216 West Sealy Street)~~
- ~~(c) fund (general, utility, sanitation, etc.)~~
- ~~(d) account number to be charged~~
- ~~(e) date required (use definite date, not "Rush", "ASAP" or "Expedite")~~
- ~~(f) quantity required (including unit of issue)~~
- ~~(g) description of item requested; (please provide sufficient details in “Notes” section).~~
- ~~(h) unit price/estimated cost.~~
- ~~(i) vendor name, address and zip code (also include name and telephone number or email of company contact if available).~~

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4. ~~The requisition must be approved by: 1.) the department head, or employee with delegated authority and Purchasing if if the purchase of the good or service does not exceed \$3,000; 2.) the less than \$1,000, Assistant City Manager/Chief Financial Officer, Finance Director if the purchase of the good or service is more than \$31,000, but does not exceed \$25,000; and 3.) or greater, the City Manager, if the purchase of the good or service does not exceed \$50,000; and 4.) the City Council, if the purchase of the good or service is if greater than \$50,000 3,000 or greater., and City Council if greater than \$25,000 before any purchase order is issued.~~
5. ~~Informational attachments to reprinted purchase order after approval may be forwarded to the Finance Department:~~
- ~~(a) If a specification is to be used, the requesting department should attach a copy of the current specification. This will avoid unintentional use of an outdated or incorrect specification and will expedite the procurement process.~~
  - ~~(b) If the user department has contacted vendors for price and/or brand information, all information obtained shall be attached to the requisition. This can aid in the procurement of the goods/services in the least possible time.~~
  - ~~(c) Written quotes shall not be obtained from vendors by the requesting department prior to a bid process. However, price estimates may be obtained if necessary for the requisition estimate.~~
  - ~~(d) If the department has a list of possible vendor sources, the list shall be attached. This ensures that all interested bidders will receive a copy of the Notice to Bid.~~
  - ~~(e) If a sample is to be sent with the solicitation, a sample must be submitted to the City Clerk's office along with other bid documents.~~
  - ~~(f) All purchasing transactions with contracts/agreements shall be attached to the requisition and must be reviewed by Legal before it is approved to become a Purchase Order.~~

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### PROCESSING THE REQUISITION

All requisitions must be verified for accuracy, authorization, and availability of funds. The requisition-approving parties should: ~~When the requisition is available on the Incode system, it must be verified for accuracy, authorization, and availability of funds. The requisition-approving parties Finance Department should: must do the following:~~

- (1) Check the requisition for completeness.
- (2) Check computations (total price, etc.) for reasonableness.
- (3) Verify contract provisions (if on an existing contract).
- (4) Verify the authorization (if not approved by a department head).
- (5) Check line item budget balance for sufficient unencumbered amount to cover the purchase and applicability to line item.
- ~~(6) All requisitions less than \$1,000 must be approved by Department Head or designee and Purchasing, \$1,000 or greater Finance Director and \$3,000 or greater City Manager before any purchase order is issued.~~
- ~~(7) If the amount of the requisition is \$1,000 to \$25,000, a Price Quote must be entered in the “Internal Notes” section even for SOLE SOURCE PURCHASES and approved by Department Head or designee, Purchasing, Finance Director and City Manager. If there are questions to any sole source vendor, Finance may request written documents from that vendor to confirm their “sole source” nature.~~
- ~~(8) No requisition of greater than \$25,000 shall be processed without City Council approval.~~

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### SPECIFICATIONS

*This section outlines the purpose and preparation of specifications.*

1. A specification is a description of the physical, functional or performance characteristics of an item, supply or service. The specification is used to enable bidders to propose the proper goods or services, and assist the City in obtaining goods or services that will be appropriate to the City's needs.
2. Design specifications - detailed description of a good or service, including such things as details of construction or production, dimensions, chemical composition, physical properties, materials, ingredients and all other details needed for the provider to produce an item of minimum acceptability. Design specifications are usually required for construction projects and custom produced items and for many services.
3. Performance Specifications - where the goods and/or services are described in terms of required performance. They may include such details as required power, strength of material, test methods and standards of acceptability and recommended practices.
4. Combination Specifications - contain elements of both design and performance specifications. Some features of each are included to allow a vendor to use ingenuity to meet the performance needs of the City and also to require certain necessary design characteristics. This is probably the most common type of specifications.

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5. Brand Name Specifications - this type of specification is simply a reference to one or more acceptable brand names. Since this type of specification discourages competition, it should not be used unless the item is the only one which will satisfy the City's requirement. This type of specification is useful for purchasing replacement parts where only the brand name item will work.
6. Brand Name or Equal Specifications - similar to brand name specifications, except that products equal to the characteristics of the named brand are specified as acceptable.
7. Qualified Products List Specifications - based on a list of products, identified by manufacturers' name and model numbers, which are the only items which will be acceptable or when reordering to maintain commonality. These are used when quality is such a critical factor and testing so lengthy or expensive that the City wants to stay with proven products. The list is prepared by testing products, whether in the lab or in daily use. Items may be added to the list by the vendor demonstrating their quality in comparison to those on the list.
8. Standard Specifications - a single specification for one or more goods/services that are ordered on a recurring basis and that have the same general purpose. The same specification is used each time an order is placed or bids are advertised. Examples are office supplies, paper, janitorial supplies and copier service contracts. Standardized specifications will usually be more complete and detailed than one-time specifications.

### RECEIVING BIDS/PROPOSALS

Receiving competitive bids and proposals must be done in a manner such that no possibility of favoritism or even the appearance of favoritism exists. Here are some steps that can be taken to accomplish this:

1. Each bid or proposal shall ~~must~~ be returned to the City Clerk's office in a separate envelope, sealed and with the bid or proposal identified as bid/proposal marked on the outside of the envelope. Only one bid/proposal will be allowed per envelope. If more than one bid is submitted, the vendor/bidder must use separate envelopes for each one.
2. The bid/proposal envelope shall be time and date stamped as soon as it is received at the City Clerk's Office.
3. The bid/proposal envelope shall be filed unopened until the scheduled bid opening date.
4. Bids/proposals shall be opened at the ~~time and place~~hour specified in the invitation/request. ~~at the City Council chambers and the public as well as the vendors/bidders are invited and encouraged to attend the bid opening. A representative from the requesting department or from the Finance Department must be present to act as witness to disprove charges of irregularities.~~

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5. The following are grounds for disqualification:

- unsigned bid/proposals, or bids/proposals with unauthorized signatures.
- bids/proposals received after the date and time for opening. Late bids/proposals cannot be considered for award of the purchase.
- bids/proposals where prices are conditioned on award of another bid, or when prices are subject to unlimited escalation. If allowed by the specification, prices may be subject to escalation based on an independent wholesale index (e.g., for oil and gas products, the net terminal price, or current Oil Price Information Service prices).

Bids and proposals are awarded by the Alvin City Council. The City Council must have reliable evaluations of the bids or proposals in order to make an informed decision about which to accept.

The staff of the user department can make this task easier by providing tabulations, calculation checks, information about compliance with specifications and price extensions. The staff shall also make the recommendation with concurrence by the City Manager based on the merits of each bid/proposal.

### **BID TABULATION**

1. After a bid opening, bids are tabulated and evaluated by the user department. At this time, there will be an "apparent low bidder". The low dollar bid however, shall not necessarily constitute the successful bid. There may be a number of other factors which may cause another bid to be selected. Two (2) common ones are shown below:
  - (a) **C**onformity to specifications - An item/service bid must conform to the specification. Minor irregularities may be waived; however, this is not to be interpreted that an item may be accepted which does not meet minimum specifications. Waiving of informalities will be determined by the user department with advice from the City Attorney.

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- (b) Best value - If applicable the City may consider the factors set forth in Chapter 252 of the local Government Code for determining the best value.
2. Responsibility for Evaluation – The final responsibility for bid evaluations rests with the requesting departments. The recommendation with the attached evaluation will be forwarded to the City Manager for his concurrence. The City Council, during a city council meeting will take the action whether to accept or reject the bid/proposal.
3. Alternate Bids - It will be appropriate to accept more than one bid from a vendor as long as the bids meet or exceed specifications.

### PURCHASE ORDERS

Purchase Orders are used to affect an agreement between the City of Alvin and the vendor/supplier. Before a purchase can be issued, a requisition has to be entered and approved by all appropriate levels of authority in the ~~financial software~~ ~~Financial Purchasing module~~. Once the purchase order is ~~approved,~~ ~~issued,~~ the financial system encumbers ~~the budgeted~~ funds available; ~~which~~ ~~and thus~~ provides the optimum budget control tool. ~~No purchase order shall be issued against a line item account without an approved budget. The City uses two types of purchase orders:~~

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- ~~1. Regular Purchase Order – The regular purchase order is printed by the Finance Department for the procurement of goods and services as soon as all levels of approval process is done. The Purchasing or Finance Director shall sign the first printed copy of purchase order. First copy shall be mailed to vendors directly. Incode system allows all authorized users to reprint approved purchase orders an infinite number of copies. Only original (first copy) of all purchase orders are signed by Purchasing or Finance Director. Other copies may be reprinted for filing purposes within each individual department.~~
- ~~2. Blanket Purchase Order – Blanket Purchase Orders are actually agreements with several local vendors to allow individual departments to make purchases without going through the normal process of obtaining purchase orders. Blanket Purchase Orders for items shall not exceed \$150.00 per purchase. Purchases may not be split to circumvent the regular purchase order requirements. All blanket purchases must be approved by Department Heads and Purchasing by completing the “Blanket Purchase Requisition Form” with all receipts attached and submitted to the Finance Department.~~
- ~~3. Sole Source Purchases – If the requesting department believes that a request satisfies the sole source requirement, a sole source procurement explanation must be entered in the “Internal Notes” section while creating a requisition. When a department has identified a specific brand, and will not consider alternate products, a detailed justification explaining why other vendors or products are not acceptable must be provided to Finance and Legal departments in advance for review and concurrence before the PO can be approved.~~

### CHECK REQUESTS

A check request is a method of payment which does not use a purchase order. It is not an option to by-pass the purchase order process. It is used for specific purposes such as payment of dues and memberships, payment of contract employee services, travel advances, reimbursement of travel expenses, ~~replenishment of petty cash funds,~~ advertisements, special printing, and payment of utility bills.

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~~In order to process check requests in a timely manner, a completed check request form must be turned in to the Finance Department by noon on Wednesday for the checks to be ready by 7:30 AM Friday.~~

The request form must be filled out completely and the proper documentation of payment attached for audit verification of the transaction. It must be signed by the department head or the authorized designee.

### PETTY CASH

Petty cash may be used to make small cash disbursements. ~~for those purchases that must be made quickly and without prior notice on a contingency basis. The amount of an individual petty cash fund shall depend on the volume, type and amount of the purchases and reimbursements to~~

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~~be made from the funds. Petty cash funds are not to be confused with change funds that are created for the purpose of making change for customer transactions.~~

~~The maximum amount of a petty cash fund shall be \$250.00. The maximum amount of reimbursement or payment is \$50.00 per transaction.~~

~~Examples of specific types of purchases and reimbursements are postage, freight or delivery charges, small irregular transactions and business lunch reimbursements. The user department must notify the Finance Department for any Cash on Delivery transaction or any freight charges of over \$50.00 so a check request can be processed in a timely manner prior to delivery.~~

The ~~D~~department ~~H~~head or ~~their~~his/~~her~~ designee shall be the custodian of the petty cash ~~account~~; and ~~fund~~ who shall be responsible for the safekeeping of the ~~petty cash~~. ~~fund~~. Only the custodian and department head shall have access to the ~~petty cash~~; ~~fund~~ which should be located in a secure area.

~~Petty cash~~The ~~fund~~ will be periodically audited by the ~~finance~~ staff. ~~Director of Finance or his/her designee.~~

Procedure for requesting petty cash:

1. A request shall be made by the department head for a petty cash ~~account~~ ~~fund~~ ~~upon determination of the need~~. ~~The request must outline the necessity of the fund, the types, volume and amount of the purchases to be made from the fund and the Custodian of the fund.~~
2. The ~~Assistant City Manager/Chief Financial Officer or designee~~ ~~Director of Finance~~ shall ~~evaluate~~ ~~review~~ the request, and if justification warrants, shall cause the petty cash ~~account~~ ~~fund~~ to be created. ~~in the amount consistent with request, not to exceed \$250.00.~~
3. A check will be ~~prepared to be~~ made payable to the City of Alvin, the name of the Department, Petty Cash ~~Account~~ ~~Fund~~.
4. Reimbursements for petty cash shall be made only for ~~the~~ approved ~~purchases~~ ~~types~~ as outlined in this Manual. The petty cash ticket must be completed in duplicate and signed by the ~~departmental~~ custodian and the ~~employee~~ ~~person~~ receiving the cash. The original ~~voucher~~ ~~ticket~~ is attached to the check request to replenish the fund. The duplicate copy will be filed by the custodian.
5. The ~~petty cash account~~ ~~fund~~ ~~should~~ ~~must~~ be reconciled on a monthly basis. ~~The~~ ~~and~~ ~~the~~ ~~departmental~~ custodian shall prepare a check request to replenish the ~~account~~, ~~when necessary~~. ~~fund~~. ~~The proper line item will be charged when the check to replenish the fund is issued.~~

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### DISPOSAL OF CITY PROPERTY UNCLAIMED, SURPLUS AND OBSOLETE PROPERTY

#### **Unclaimed and Abandoned Property**

—The City shall dispose of unclaimed or abandoned property according to the specific state statutory provision that is applicable. Such property includes the following:

1. Contraband property and alcoholic beverages subject to seizure under the Texas Code of Criminal Procedure;
2. Property seized by a City of Alvin Police officer and held for evidence, destroyed or returned to the person entitled to receive such property.
3. Other property the disposal of which is governed by state law.

~~3.~~

#### **Surplus or Obsolete City Property**

Before a department removes any property from service, the Department Head shall first determine if it can be transferred to another city department for continued service. If it is determined that a property item is no longer serviceable to the City, the Department Head shall request permission from the City Manager or designee to dispose of the item.-

Items may be disposed by one of the following methods:

- Public auction
- Trade-in on new equipment
- Sealed Bids (standard bidding procedure shall apply)
- Scrap material, taken to recycling center by user department

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- Destruction as unsalvageable; or
- Negotiated price, approved by City Council

In addition to the methods of disposal as listed above, the City may contract to convey property either to another governmental entity or a non-profit corporation providing that such entity or corporation agrees to use such equipment for public purpose.

The condition of the item to be salvaged or surplus shall dictate the most advantageous method of disposal.

~~Any personal property owned by the City which is worn out, scrap or obsolete or which is declared surplus by a City Department Head can be disposed of with approval of the City Manager by public or online auction, by obtaining quotes from a minimum of three vendors or by advertising for sealed bids. If it is determined that the personal property shall be sold by soliciting bids, the standard bidding procedure shall apply. The City reserves the right to reject all bids or quotes.~~

### INSURANCE REQUIREMENTS

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Whenever the City contracts with an outside party (contractor, consultant, vendor, or concessionaire) for goods or services, the bid or request for proposal that is released to the public should include an indemnity clause (hold harmless clause), along with a contractual agreement, to be executed upon award of the contract, that transfers the risk of the project from the City to the contractor. Because the contractor may or may not have the financial resources to handle the risks that are transferred in the contract, the City requires that insurance be purchased and maintained by the contractor for financial security.

Most contracts are tailored for individual projects and programs; therefore, certain elements of the insurance required should be addressed in every contract document. One of the most important elements is the actual insurance coverage, which includes the coverage types, and limits that are dependent upon the nature of the project/program. A summary of the various types of policies and the coverage they provide is illustrated in the “Insurance Requirements of Contracts” section of this Purchasing Manual. ~~Exhibit 1 and are discussed in greater detail in the remainder of this section.~~

Although not all of the coverage are required for every project (and limits will vary by exposure), and understanding the coverage provided by these policies is important to assure that all of the City’s potential liabilities and exposures from the project are properly protected.

### EXCEPTIONS TO INSURANCE REQUIREMENTS

Periodically, the City will need to contract for small projects that attract only the smaller contractor who, typically, does not carry any insurance except automobile and truck coverage (as required by State law). In order to complete these projects, Commercial General Liability Insurance may be waived providing the project meets the following criteria:

- (a) The cost of the project (including maintenance projects) is less than \$5,000.
- (b) The work performed will not be in public areas or will be performed after closing hours. Contractors hired for electrical, or other hazardous projects must always be insured. Projects that are on or adjacent to public streets may or may not be insured at the discretion of the Department Head.
- (c) Commercial general liability insurance coverage will always be required if the work will be done under the direction or supervision of a City employee.
- (d) Auto/Truck Liability Insurance is required if the contractor’s vehicles are used in the execution of these small projects (this is required by state law). The City may accept the State’s minimum limits and waive the additional insured requirement. The contractor must provide the City with proof of insurance before beginning work.

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~~(d)~~

### WORKERS' COMPENSATION INSURANCE

#### BUILDING and CONSTRUCTION PROJECTS

The Texas Labor Code 406.096 (a) & (b) requires ~~By State law,~~ contractors and subcontractors hired for building and construction ~~projects~~ projects with a governmental entity in Texas to ~~must~~ ~~always~~ provide workers' compensation (w/c) insurance for their employees regardless of the cost of project. The Texas Labor Code defines building or construction as:

- (a) Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
- (b) Remodeling, extending, repairing, or demolishing a structure; or
- (c) Otherwise improving real property or an appurtenance to real property through similar activities.

### ~~INDEPENDENT CONTRACTOR AGREEMENT~~

~~Whenever any insurance coverage is waived, the contractor must sign the city's one page indemnity agreement/affirmation of independent contractor relationship form.~~

### PROOF OF INSURANCE

Prior to commencing work, the contractor must provide proof of insurance for those coverages required by the City.

### INSURANCE REQUIREMENTS OF CONTRACTS

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TYPE OF INSURANCE	AMOUNT OF INSURANCE
<b>Workers' Compensation</b>	Statutory Limits
<b>Employers' Liability</b> to include: a.) Each accident b.) Disease policy limits c.) Disease each employee	Each accident \$100,000 Bodily injury by disease policy limits \$500,000 Bodily injury by disease (employee) \$100,000
<b>Commercial General (Public) Liability</b> to include coverage for: a.) Premises/Operations b.) Independent Contractors c.) Personal Injury d.) Products/Compete Operations e.) Contractual Liability	Bodily injury per person \$1,000,000 Bodily injury per occurrence \$2,000,000 Property damage per occurrence \$1,000,000 Property damage with general aggregate \$2,000,000
<b>Business (Commercial) Automobile Policy</b>	Combined Single Limit \$1,000,000

### INSURANCE REQUIREMENTS OF CONTRACTS

#### A. AMOUNTS OF INSURANCE

~~Contractor agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract:~~

<b>Type</b>	<b>Amount</b>
<del>(1) Worker's Compensation</del>	<del>Statutory Limits</del>
<del>and</del>	<del>\$100,000</del>
<del>Employer's Liability</del>	<del>per occurrence</del>

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<del>(2) Commercial (Public Liability), including but not limited to:</del>	<del>Bodily Injury:</del>
	<del>\$1,000,000</del>
	<del>per person</del>
	<del>\$2,000,000</del>
	<del>per occurrence and</del>
<del>A. Premises/Operations</del>	
<del>B. Independent Contractors</del>	
<del>C. Personal Injury</del>	<del>Property Damage:</del>
<del>D. Products/Complete Operations</del>	<del>\$1,000,000 per occurrence</del>
<del>E. Contractual Liability (insuring above indemnity provisions)</del>	<del>with general aggregate of \$2,000,000</del>
<del>(3) Business (Commercial) Automobile Policy:</del>	<del>Combined Single Limit/ \$1,000,000</del>

The preceding amounts notwithstanding, the City reserves the right to increase the minimum required insurance to be effective thirty (30) days after notice is sent to the address provided herein. The Contractor may pass through to the City all costs for obtaining the increase in the insurance coverage.

### **B. OTHER INSURANCE REQUIREMENTS**

The Contractor understands that it is its sole responsibility to provide the required Certificate and that failure to comply within 10 days after notice of award and according to the requirements of this article shall be a cause for termination of this Contract.

For any pesticide spraying performed, the City of Alvin will require the successful bidder to carry Pollution Liability Insurance and Environmental Impairment Liability Insurance.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

The Contractor further agrees that with respect to the above required insurances, the City shall:

- (1) Be named as additional insured/or an insured, on all required insurance except workers' compensation.
- (2) Be provided with a waiver of subrogation, in favor of the City on all required insurance.

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- (3) Be provided with an unconditional 30 days advance written notice of cancellation or material change.
- (4) Prior to execution of this Agreement, be provided through the office of the City Secretary with either their original Certificate of Insurance or their insurance policy evidencing the above requirements. Thereafter, new certificates or copies of the policies shall be furnished prior to the expiration date of any prior certificate.

### INDEMNIFICATION

Contractor agrees to defend, indemnify, and hold the City of Alvin and all of its officers, agents, employees, and elected officials whole and harmless against any and all claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of Contractor, or any agents, servant, or employee of Contractor in the execution of performance of this contract, without regard to whether such persons are under the direction of City agents or employees.

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Contractor further agrees that it shall at all times exercise reasonable precaution on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees, and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of Contractor, its officers, agents, employees, subcontractors, licensees, invitees, or other persons associated with Contractor.

Contractor acknowledges to defend, indemnify, and hold the City and all of its officers, agents, employees, and elected officials whole and harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, materialism, and furnishers of supplies, equipment, financing, or any other goods or services, tangible or intangible. When the City so desires, Contractor shall furnish satisfactory evidence that all obligations of the nature described here have been paid, discharged, or waived.

### INDEPENDENT CONTRACTOR

~~Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee, agent, official, or other representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official, or representative of the City. Income taxes, self-employment taxes, and the like are the sole responsibility of Contractor.~~

# City of Alvin – Purchasing Policies & Procedures

## ManualManual

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### TEXAS LAW

This purpose of this section is to provide a common sense, layman's-language explanation of the purchasing statutes in the State of Texas. It is not a legal brief, or a legal text. There is a need to read the specific statute for details. It is always difficult to decide when an item should or should not be bid.

There is sometimes an option to use a competitive sealed proposal instead of a competitive sealed bid. It is recommended that in any doubtful situation, the City should consult with the City Attorney.

Texas purchasing law is located in a number of places in the statutes.

City purchasing is primarily in Chapter 252 of the Local Government Code.

Statutes pertaining to both cities, counties and other types of local governments, can be found in Chapter 271 of the Local Government code.

Provisions regarding conflicts of interest by local government officials are found in Chapter 171 of the Local Government Code.

Other statutes pertaining to purchasing or contracting are in Vernon's Civil Statutes or in other parts of Vernon's Texas Codes.

The following is a list of some of the State statutes to help users of this manual locate specific references in the law:

#### 1. Government Code

Chapter 2251

Payment for Goods or Services

# City of Alvin – Purchasing Policies & Procedures

## ManualManual

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Chapter 2252	Contracts with Governmental Entity
Chapter 2253	Public Work Performance and Payment Bonds
Chapter 2254	Professional Services Procurement Act
Chapter 2258	Prevailing Wage Rates for Public Works Construction Contracts

### 2. Property Code

Chapter 74	Report, Delivery and Claims Process
Chapter 76	Report, Delivery and Claims Process for Certain Property

### 3. Local Government Code

Chapter 140	Miscellaneous Financial Provisions Affecting Municipalities, Counties and Other Local Governments
Chapter 171	Regulation of Conflicts of Interest of Officers of Municipalities, Counties and Certain Other Local Governments
Chapter 176	Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information
Chapter 252	Purchasing and Contracting Authority of Municipalities
Chapter 253	Sale or Lease of Property by Municipalities
Chapter 271	Purchasing and Contracting Authority of Municipalities, Counties and Certain Other Local Governments
Subchapter A	Public Property Finance Act
Subchapter B	Competitive Bidding on Certain Public Works Contracts
Subchapter C	Certificate of Obligation Act
Subchapter D	State Cooperation in Local Purchasing Programs
Subchapter H	Alternative Project Delivery Methods for Certain Projects
Subchapter Z	Miscellaneous Provisions
Chapter 272	Sale or Lease of Property by Municipalities, Counties and Certain Other Local Governments

# City of Alvin – Purchasing Policies & Procedures

## Manual

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4. Human Resources Code

Chapter 122                      Committee on Purchases of Products and Services of Blind and Severely Disabled Persons

5. Code of Criminal Procedure

Chapter 18,  
Article 18.17                      Disposition of Abandoned or Unclaimed Property

Chapter 59                      Forfeiture of Contraband

### APPENDIX A

#### WORKERS COMPENSATION INSURANCE

for

#### BUILDING and CONSTRUCTION PROJECTS

~~Contractor agrees to provide workers' compensation insurance for all of Contractor's employees performing work on this project and contractually require each person with whom it contracts to provide workers' compensation coverage as defined in the Texas Workers' Compensation Act, Rule 28.~~

~~I have read, understand, and agree to the terms of these provisions.~~

Company Name \_\_\_\_\_

# City of Alvin – Purchasing Policies & Procedures Manual

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Company Official \_\_\_\_\_

Signature \_\_\_\_\_

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

## APPENDIX B

# City of Alvin – Purchasing Policies & Procedures Manual

## CERTIFICATE OF INSURANCE

City of Alvin

Insured _____	Agent _____	Issue Date _____
_____ Insurance for the City of Alvin		
Contract No. _____		

Insurance Company(ies) _____	Policy No. _____	Licensed in Texas
CGL _____		Yes <input type="checkbox"/> No <input type="checkbox"/>
AL _____		Yes <input type="checkbox"/> No <input type="checkbox"/>
WC/EL _____		Yes <input type="checkbox"/> No <input type="checkbox"/>
Other _____		Yes <input type="checkbox"/> No <input type="checkbox"/>

Type of Coverage \_\_\_\_\_ Limit \_\_\_\_\_ Deductible \_\_\_\_\_ Effective Date of Coverage \_\_\_\_\_  
(check all that apply) \_\_\_\_\_ (from) \_\_\_\_\_ (to) \_\_\_\_\_  
Commercial General Liability \_\_\_\_\_

Including but not limited to:

- a. Aggregate \_\_\_\_\_
- b. Per Occurrence \_\_\_\_\_
- c. Premises/Operations \_\_\_\_\_
- d. Independent Contractors \_\_\_\_\_
- e. Personal Injury \_\_\_\_\_
- f. Products/Completed Oper. \_\_\_\_\_
- g. XCU Hazards \_\_\_\_\_
- h. Contractual Liability \_\_\_\_\_

Automobile Liability (CSL) \_\_\_\_\_

- a. Any Auto \_\_\_\_\_
- b. Hired Autos \_\_\_\_\_
- c. Non-owned Autos \_\_\_\_\_

# City of Alvin – Purchasing Policies & Procedures

## Manual

### ~~Workers Compensation and Employers Liability~~

~~Workers Compensation – Statutory~~

~~Employers Liability – Each Acc. \_\_\_\_\_~~

~~Disease (Policy Limit) \_\_\_\_\_~~

~~Disease (Each Employee) \_\_\_\_\_~~

### ~~Other (Specify)~~

~~Excess General Liability \_\_\_\_\_~~

~~Umbrella Liability \_\_\_\_\_~~

### ~~Special Contract Requirements~~

~~Please indicate, with respects to the above insurance policies, that:~~

~~Yes  No 1. The City is named as an additional insured in the primary commercial general liability, excess commercial general liability, and/or umbrella liability policies.~~

~~Yes  No 2. A waiver of subrogation in favor of the City is included in the commercial general liability and workers compensation insurance policies.~~

~~Yes  No 3. The insurer(s) agree to provide the City an unconditional thirty (30) days advance notice should coverage be canceled or non-renewed. Additionally immediate notice will be provided to the City for any material changes in coverage.~~

~~Yes  No 4. All companies listed are financially solvent and are either licensed by the State of Texas or are respected Excess/Surplus lines carriers.~~

~~Authorized Signature \_\_\_\_\_~~

# City of Alvin – Purchasing Policies & Procedures ManualManual

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# AGENDA COMMENTARY

**Meeting Date:** 11/5/2015

**Department:** Finance

**Contact:** Junru Roland, Asst. City Manager/CFO

**Agenda Item:** Consider Ordinance 15-Y; amending the City's Purchasing Policy and Procedures Manual for the purpose of clarifying certain sections, updating provisions to comply with changes in the state law; and adopting the City of Alvin Purchasing Policy and Procedures Manual; first reading.

**Type of Item:**  Ordinance 1<sup>st</sup> Reading  Ordinance 2<sup>nd</sup> Reading  Resolution  Public Hearing  Discussion & Direction

**Summary:** Article VII, Section 11 of the City Charter requires a review of the City's purchasing policy to determine consistency with federal and/or state law. Staff has reviewed the City's current purchasing policy, and is recommending amendments to the current policy to clean up the flow, aesthetics, and grammar throughout the document; and to put the City in line with current local government practices, as well as changes in state law. The following are the major recommended amendments to the current purchasing policy:

*1.) Purchasing Approval Thresholds:*

Purchasing Authority	Current Policy	Proposed Amendments
City Council	More than \$25,000	More than \$50,000
City Manager	Up to \$25,000	Up to \$50,000
Assistant City Manager/Chief Financial Officer ( <i>new administrative position</i> )	N/A	Up to \$25,000
Department Head	Up to \$1,000	Up to \$3,000

This proposed amendment increases the City Council's purchase approval level from \$25,000 to \$50,000. Currently, the City Manager can approve purchases of goods or services up to \$25,000. Staff is recommending that City Council increase the City Manager's purchasing approval threshold to \$50,000. The basis of this recommendation stems from a review of items that were placed on the agenda for City Council approval in FY15. For the most part, items in FY15 between \$25,000 and \$50,000 were either required by law; recurring/routine expenditures; or were discussed in detail during the budget workshops. To illustrate, the following are some of the items between \$25,000 and \$50,000 that were placed on the City Council agenda and approved by City Council in FY15.

- Texas Commission on Environmental Quality permit renewal
- Council Chamber video equipment
- Chemicals to service the wastewater treatment plant
- Annual order of stabilized sand
- City's external auditor contract renewal

- Portable tablets for police vehicles
- Backup/recovery software
- Heating, ventilation, and air conditioning equipment for City Hall
- 3-year internet services contract renewal
- Parkland annual mowing services

It is the practice of the City Manager’s office to provide City Council with a list of all purchase orders approved by the City Manager. Please see *Exhibit B* for a listing of the purchasing approval thresholds in other cities.

2.) *Obtaining Bids or Price Quotations*

A bid is a formal offer submitted by a vendor in response to an invitation to bid to provide goods or services. Formal bids must be submitted in a sealed envelope and in conformance with a prescribed format; to be received and opened on a specific date and at a specified time. A quote is an informal offer from a vendor to provide goods or services. For the most part, price quotations are informally received via telephone call or email.

Unless otherwise exempted, state law requires procurements over \$50,000 to be subject to the competitive sealed bidding provisions of state law. The City’s current minimum procurement amount that requires sealed bids is \$25,001. Staff is proposing to increase the minimum procurement amount to \$50,001 to parallel the State’s requirement.

Cost of Good(s) or Service(s)	Current Policy	Proposed Amendments
\$0 - \$1,000	1 quote	1 quote
\$1,001 - \$3,000	3 quotes	1 quote
\$3,001 - \$25,000	3 quotes	3 quotes
\$25,001 - \$50,000	Bid	3 quotes
More than \$50,000	Bid	Bid

The City Charter requires City Council approval on changes to the City’s purchasing procedures.

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

**Account Number:** \_\_\_\_\_ **Amount:** \_\_\_\_\_

**Legal Review Required:** N/A \_\_\_ Required X **Date Completed:** 10/28/15

**Supporting documents attached:**

- Ordinance 15-Y
- Exhibit A – Purchasing Policy and Procedures Manual – redline showing proposed changes
- Exhibit B – Purchasing approval thresholds of other cities

**Recommendation:** Move to approve Ordinance 15-Y; amending the City’s Purchasing Policy and Procedures Manual for the purpose of clarifying certain sections, updating

provisions to comply with changes in the state law; and adopting the City of Alvin Purchasing Policy and Procedures Manual; first reading.

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Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

## SPENDING THRESHHOLDS OF SURROUNDING CITIES

<b>WEBSTER</b>	
\$0 - \$2,999	Department Head
\$3,000 - \$50,000	Finance Director /City Manager
\$50,000 or more	City Council

<b>FRIENDSWOOD</b>	
\$0 - \$49,999	Department Head
\$50,000 or more	City Manager / City Council

<b>LAKE JACKSON</b>	
\$0 - \$3,000	Department Head
\$3,001 - \$50,000	Assistant City Manager
\$50,001 or more	City Manager/City Council

<b>TOMBALL</b>	
\$0 - \$3,000	Department Head
\$3,001 - \$25,000	Assistant City Manager
\$25,001 - \$50,000	City Manager
\$50,001 or more	City Council

<b>HUNTSVILLE</b>	
\$0 - \$999	Supervisors
\$1,000 - \$7,999	Department Heads
\$8,000 - \$49,999	City Manager
\$50,000 or more	City Council

<b>ROSENBERG</b>	
\$0 - \$5,000	Department Heads
\$5,001 - \$49,999	City Manager
\$50,000 or more	City Council

<b>LA PORTE</b>	
\$0 - \$5,000	Department Heads
\$5,001 - \$49,999	Assistant City Manager/City Manager
\$50,000 or more	City Council

<b>LEAGUE CITY</b>	
\$0 - \$2,999	Department Heads
\$3,000 - \$10,000	Director
\$10,001 - \$49,999	City Manager/Deputy City Manager
\$50,000 or more	City Council



# AGENDA COMMENTARY

**Meeting Date:** 11/5/2015

**Department:** Finance

**Contact:** Junru Roland, Asst. City Manager/CFO

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

**Type of Item:**  Ordinance 1<sup>st</sup> Reading  Ordinance 2<sup>nd</sup> Reading  Resolution  Public Hearing  Discussion & Direction

**Summary:** The City Charter requires the Chief Financial Officer (CFO) to report on the financial condition of the City. In addition, the City's investment policy requires the CFO to submit an investment report to the City Manager, the Mayor, and City Council each quarter.

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

**Account Number:** \_\_\_\_\_ **Amount:** \_\_\_\_\_

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

**Supporting documents attached:**

- Presentation
- Financial Information – major funds
- Quarterly investment report

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

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

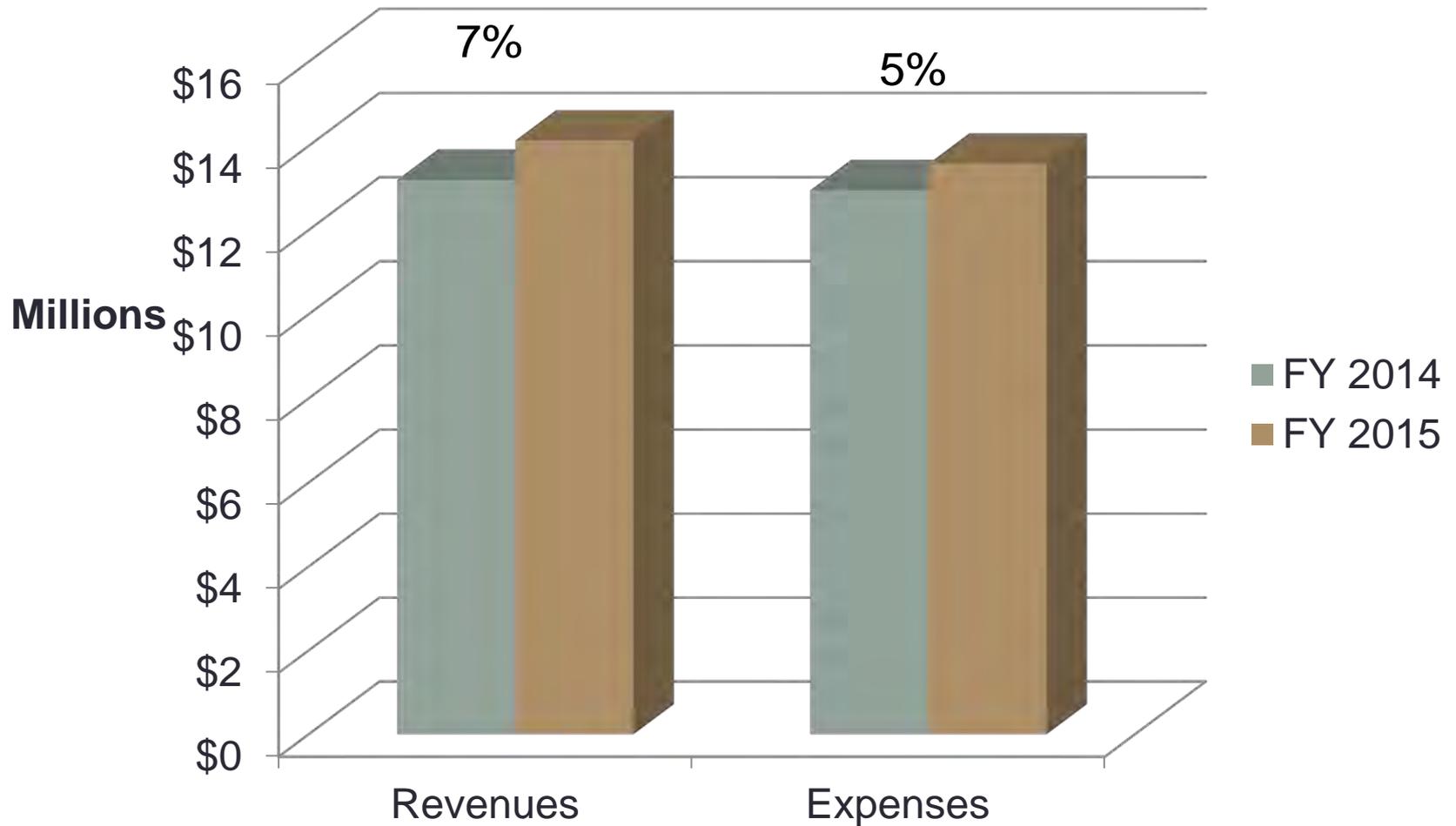
# CITY OF ALVIN

Monthly Financial Summary

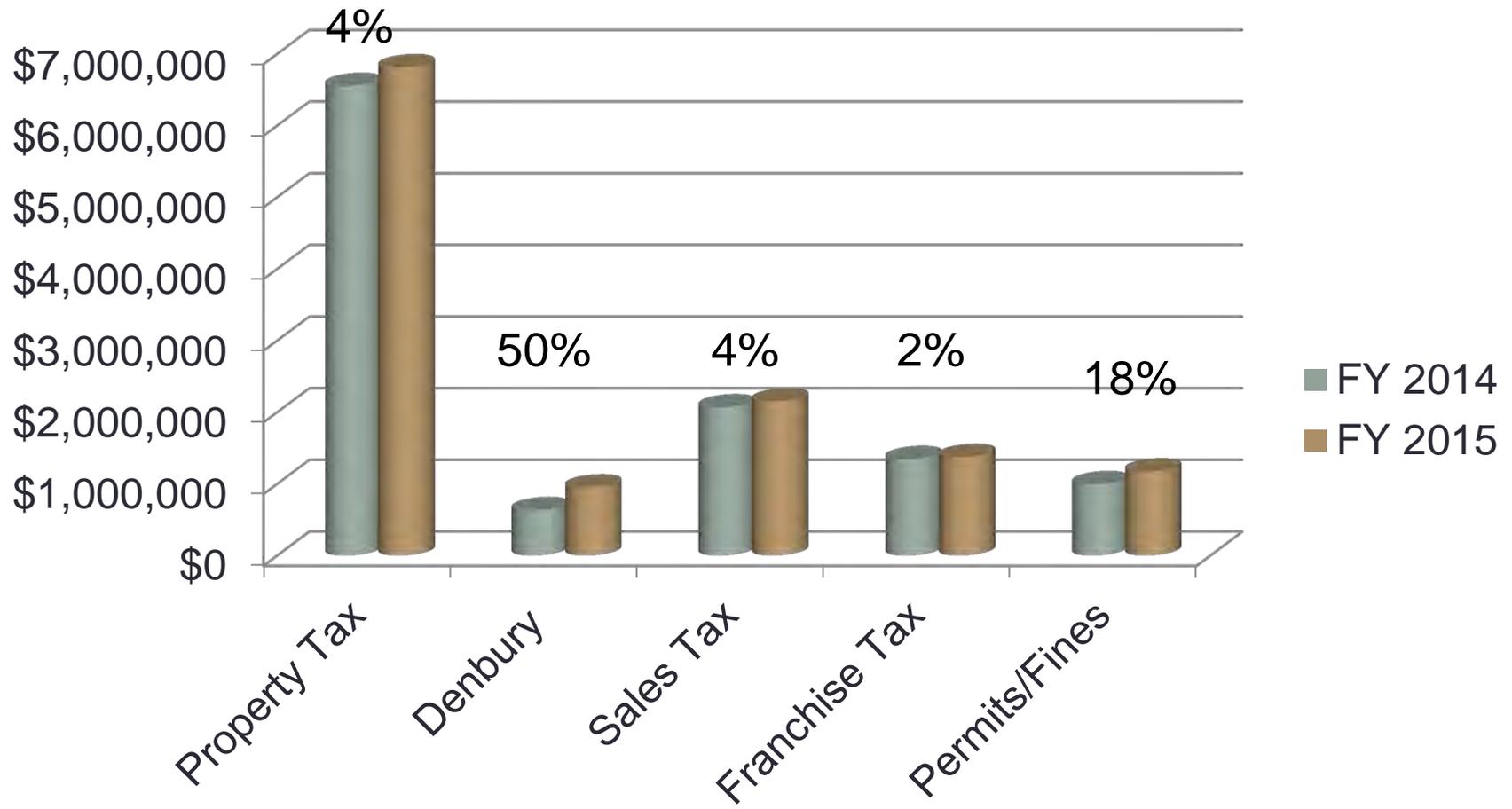
September 30, 2015 (pre-audit)

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# General Fund Revenue & Expense Comparison



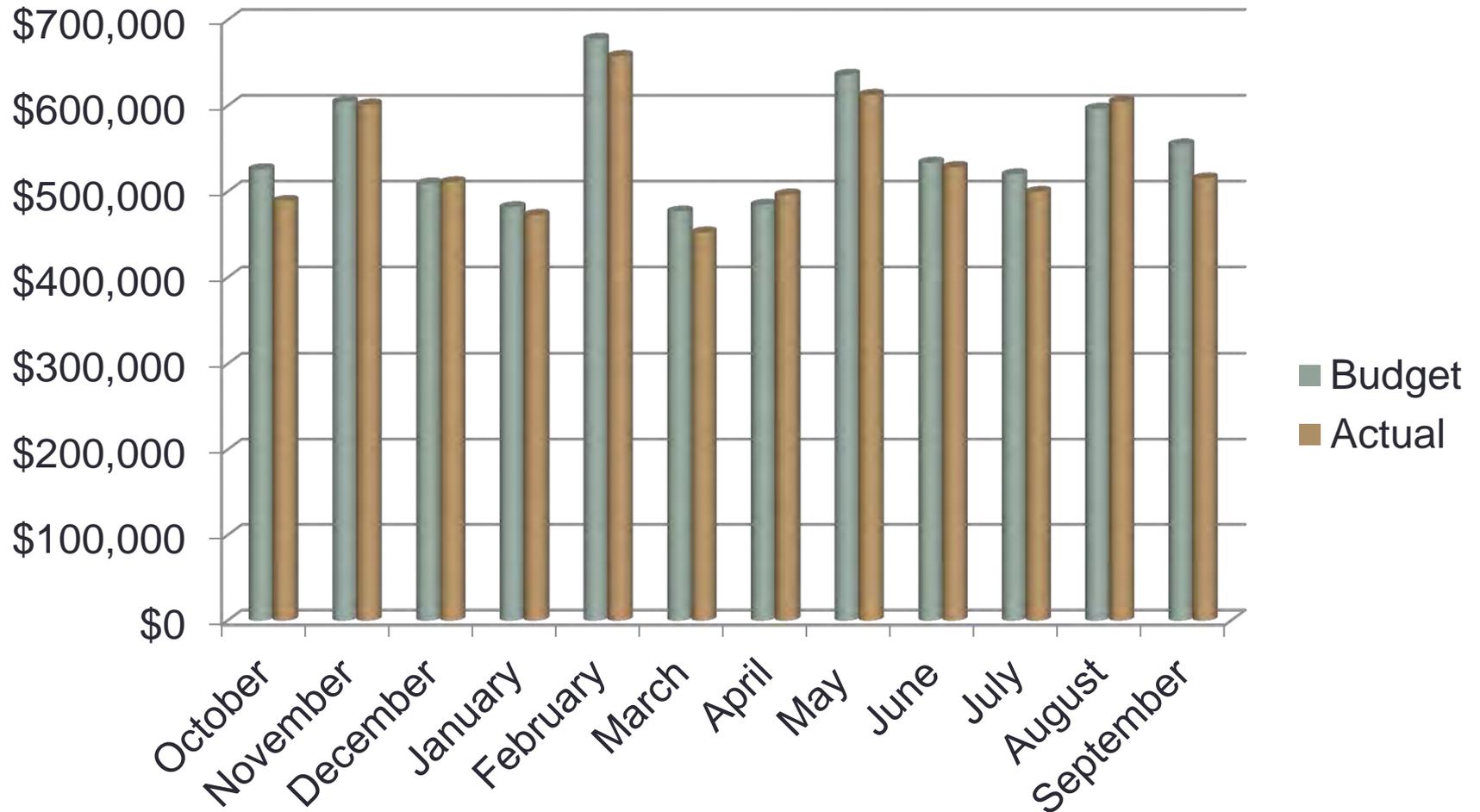
# General Fund Major Revenue Comparison as of September 30, 2015



# Sales Tax Revenues

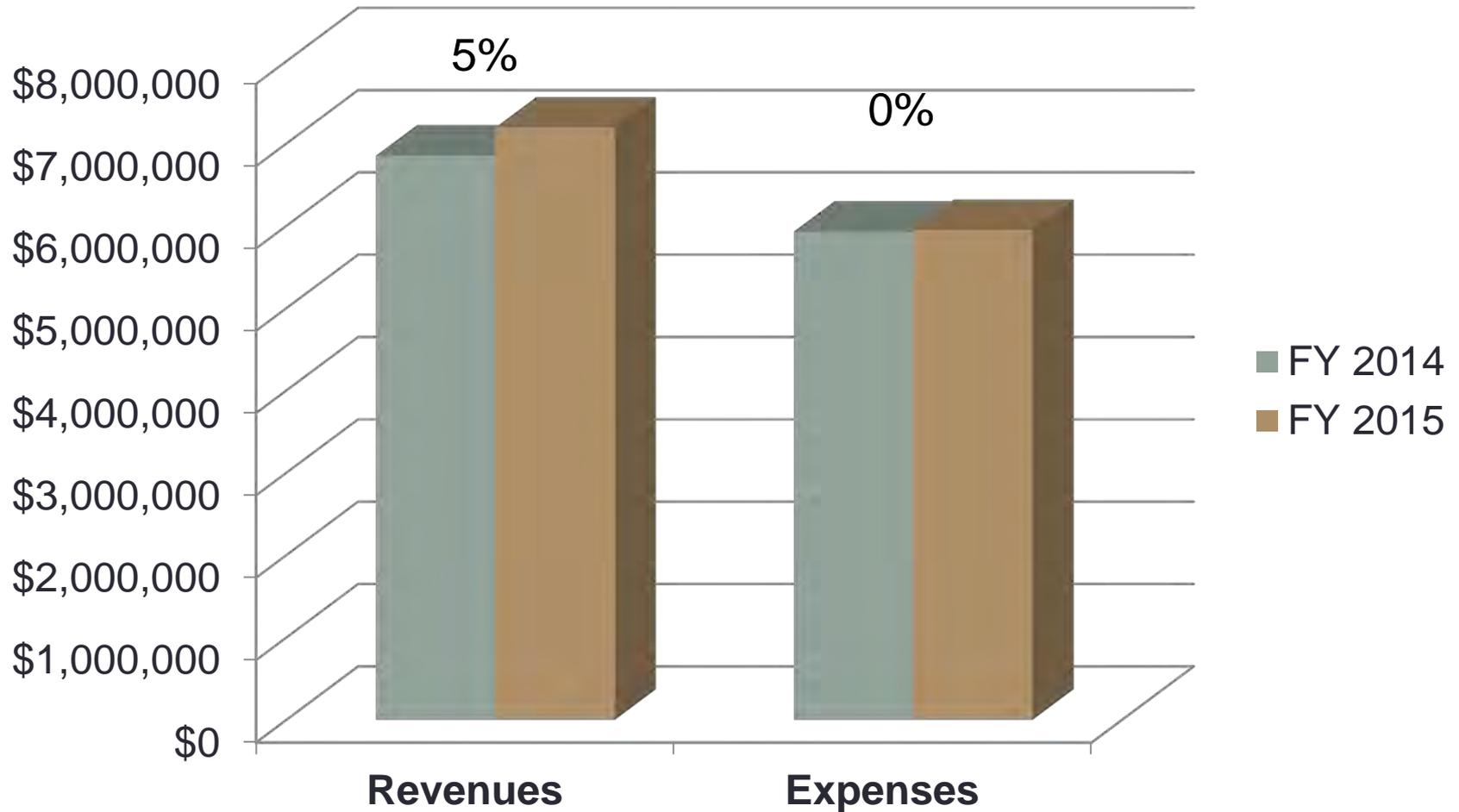
## Budget vs. Actual

### FY 2014-15

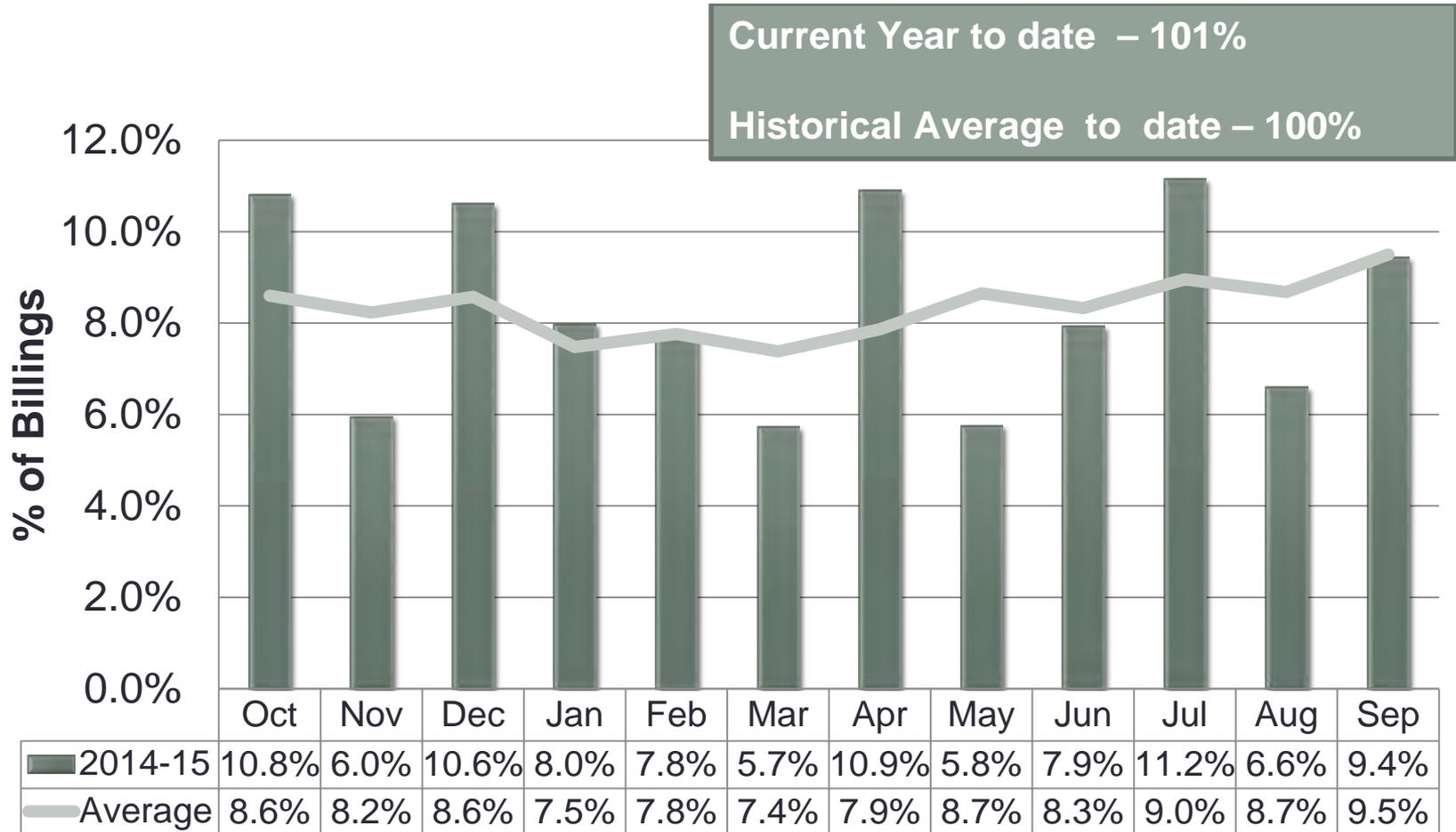


# Utility Fund

## Revenue & Expense Comparison



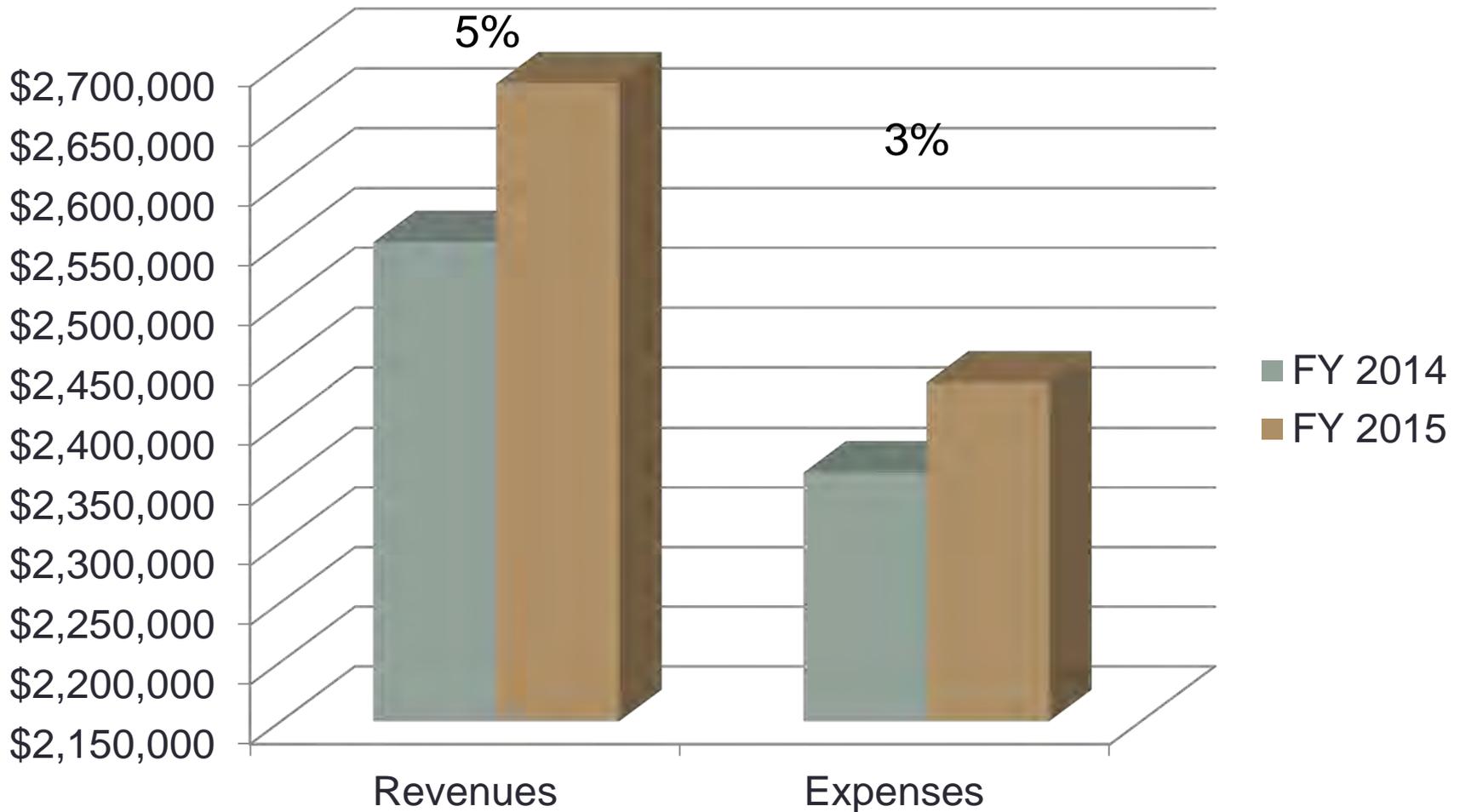
## 2014-15 Analysis of Water & Sewer Billings



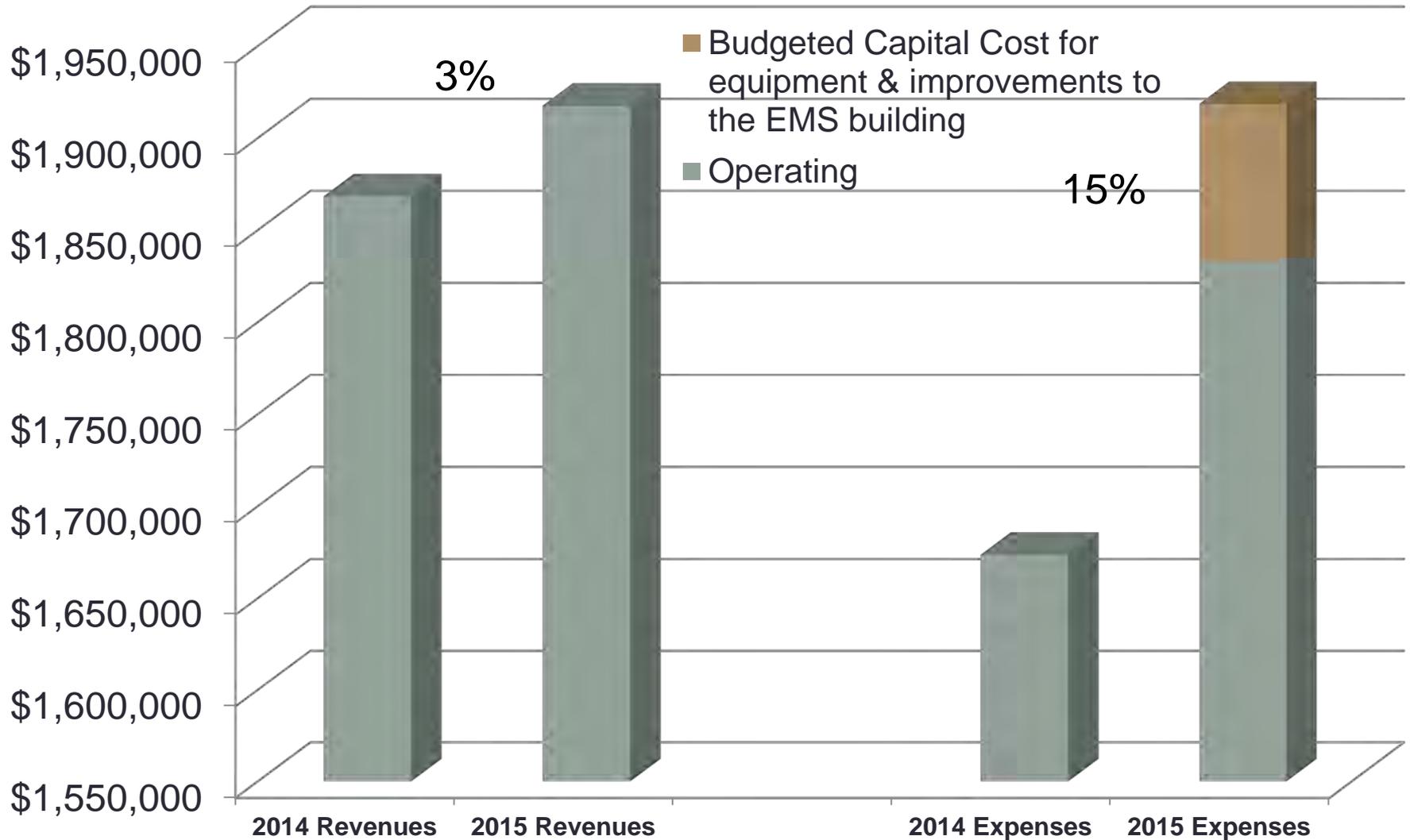
Line - 5 year history of the % of total annual billings per month.

Bar - % of the 2014-15 budgeted revenues billed per month.

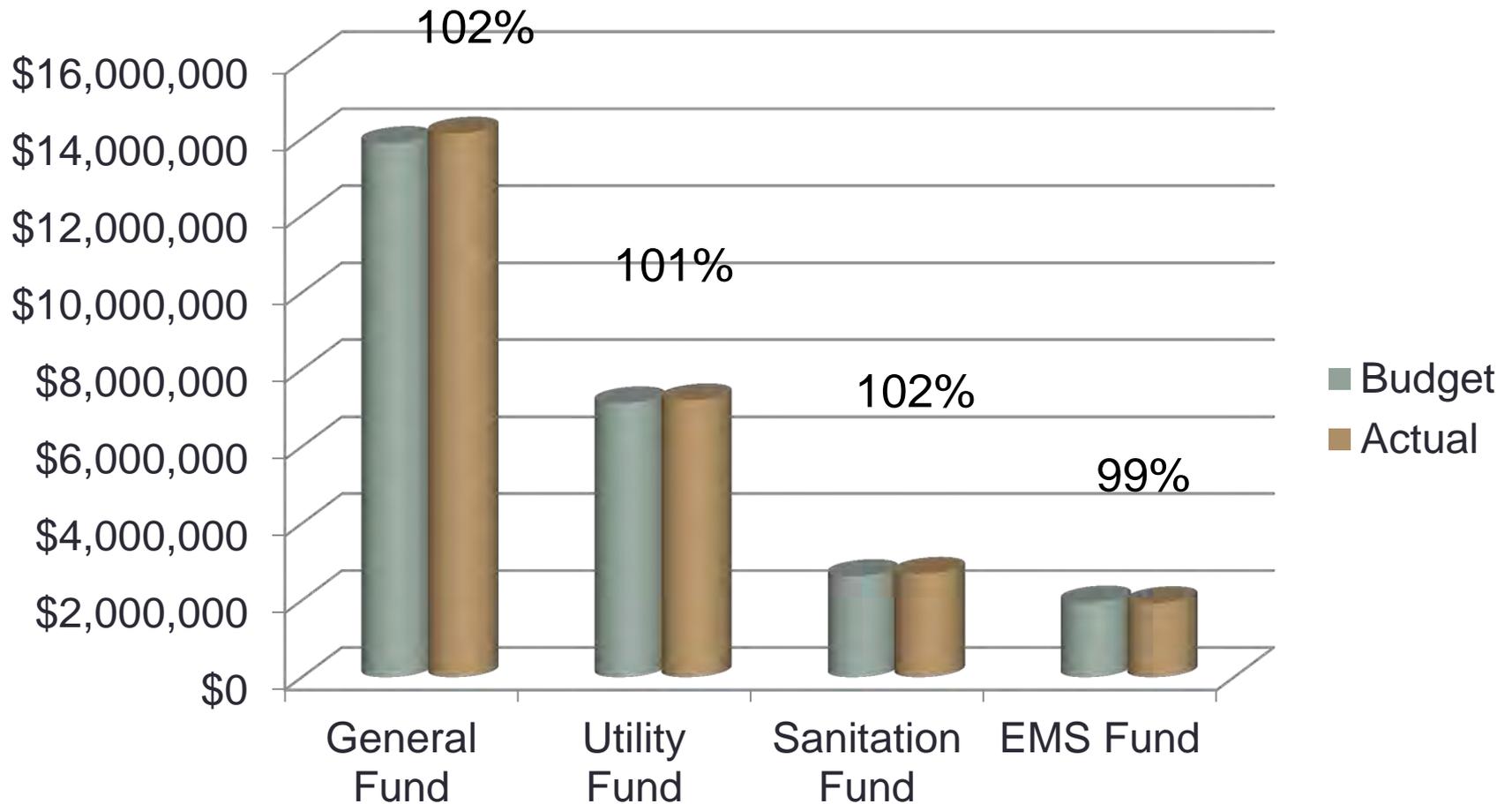
# Sanitation Fund Revenue & Expense Comparison



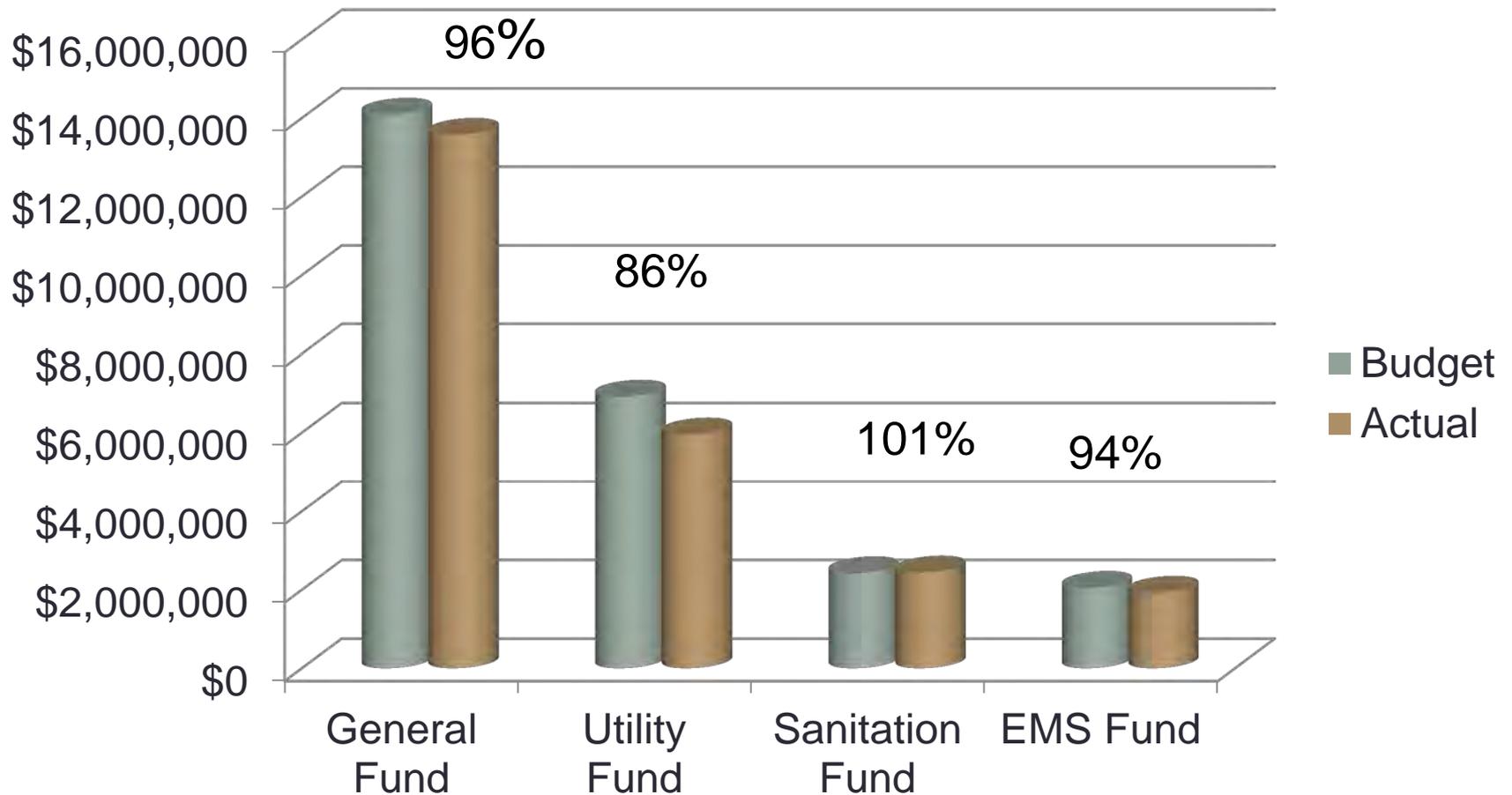
# EMS Fund Revenue & Expense Comparison



# Operating Revenues Budget vs. Actual as of September 30, 2015 (100% of FY)



# Operating Expenditures Budget vs. Actual as of September 30, 2015 (100% of FY)

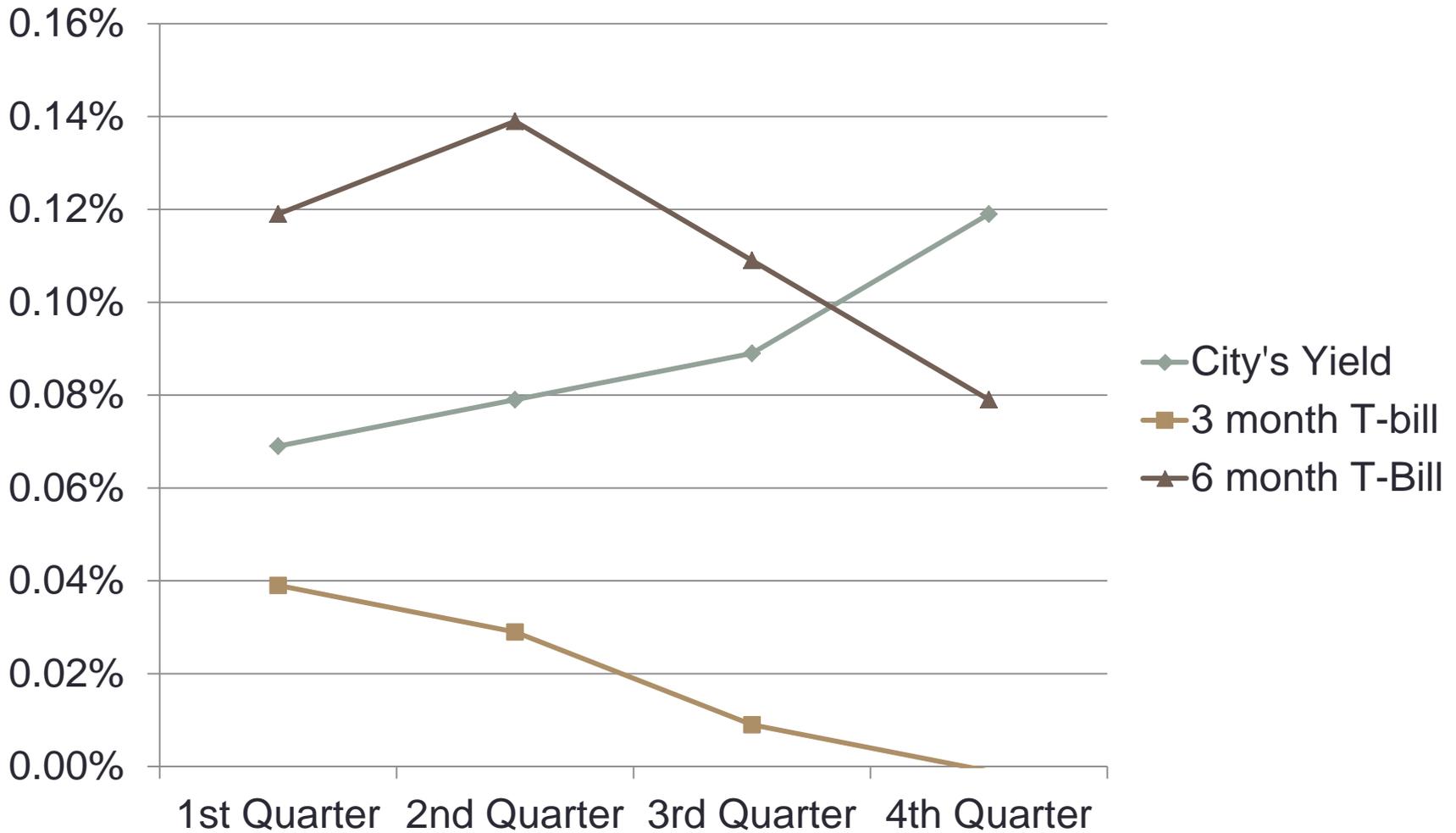


# Cash and Investments as of September 30, 2015

<b>FUNDS</b>	<b>BALANCE</b>
GENERAL FUND	\$ 5,325,623
UTILITY FUND	7,396,955
SPECIAL REVENUE FUNDS *	1,298,393
TIRZ	230,599
CEMETERY FUND	483,345
SANITATION FUND	1,661,309
EMS FUND	1,006,295
CAPITAL PROJECTS (GOVERNMENTAL) **	6,038,983
CAPITAL PROJECTS (UTILITY) ***	11,779,799
INTERNAL SERVICE FUNDS ****	2,275,511
<b>Total</b>	<b>\$ <u>37,496,812</u></b>

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

# Investment Yield Comparison thru September 30, 2015





**CITY OF ALVIN**

**MAJOR FUNDS RECAP**

**For the period ending 09/30/2015**



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 09/30/2015**

**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	14,337	8,563	-40%	7,174,699	7,752,086	8%	7,796,703	44,617
SALES TAXES	179,198	171,740	-4%	2,063,104	2,147,134	4%	2,200,044	52,910
OTHER TAXES	9,896	10,324	4%	35,465	38,195	8%	25,000	(13,195)
FRANCHISE TAXES	9,663	97	-99%	1,339,913	1,369,248	2%	1,330,000	(39,248)
PERMITS AND LICENSES	44,806	40,335	-10%	490,166	667,268	36%	442,100	(225,168)
FINES AND FORFEITURES	41,847	30,606	-27%	499,308	500,295	0%	538,500	38,205
OTHER INCOME	186,689	85,581	-54%	563,206	572,029	2%	466,032	(105,997)
INTRAGOVERNMENTAL	85,217	89,530	5%	1,022,601	1,074,358	5%	1,074,358	-
<b>TOTAL REVENUES</b>	<b>571,653</b>	<b>436,777</b>	<b>-24%</b>	<b>13,188,462</b>	<b>14,120,613</b>	<b>7%</b>	<b>13,872,737</b>	<b>(247,876)</b>

**EXPENDITURES**

CITY COUNCIL	6,412	5,368	-16%	54,942	57,471	5%	60,089	2,618
CITY CLERK	24,989	23,726	-5%	246,369	251,946	2%	252,741	795
CITY ATTORNEY	48,271	48,032	0%	418,602	409,738	-2%	447,242	37,504
CITY MANAGER	9,759	32,747	236%	344,034	286,887	-17%	278,963	(7,924)
ECONOMIC DEVELOPMENTS	32,743	22,325	-32%	249,347	218,142	-13%	235,881	17,739
FINANCE	43,747	45,000	3%	419,541	347,237	-17%	430,808	83,570
COURT	22,573	20,752	-8%	161,950	184,019	14%	189,986	5,967
HUMAN RESOURCES	10,661	10,814	1%	95,999	119,946	25%	173,628	53,682
CITY HALL	9,291	12,545	35%	114,136	104,584	-8%	133,050	28,466
POLICE	729,215	726,639	0%	6,224,531	6,300,392	1%	6,288,050	(12,342)
HUMANE	539	34,615		539	307,182		357,655	50,473
FIRE	96,997	136,263	40%	844,816	920,923	9%	966,638	45,715
ENGINEERING	64,706	72,477	12%	439,068	607,299	38%	698,800	91,501
CODE ENFORCEMENT	16,825	13,829	-18%	127,112	115,346	-9%	128,956	13,610
PARKS AND RECREATION	122,556	139,144	14%	1,234,379	1,299,918	5%	1,382,239	82,322
LIBRARY	5,751	6,130	7%	100,336	95,484	-5%	109,762	14,278
NON-DEPARTMENTAL	202,736	237,125	17%	1,866,267	1,942,540	4%	1,945,729	3,190
<b>TOTAL EXPENDITURES</b>	<b>1,447,772</b>	<b>1,587,532</b>	<b>10%</b>	<b>12,941,968</b>	<b>13,569,052</b>	<b>5%</b>	<b>14,080,216</b>	<b>511,164</b>

EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES

551,560

BEGINNING FUND BALANCE

4,811,333

ENDING FUND BALANCE (unaudited)

5,362,893



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 09/30/2015**

**HOTEL 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		
OCCUPANCY TAXES	8,899	13,487	52%	296,300	323,190	9%	290,000	(33,190)
OTHER OPERATING INCOME	700	719	3%	11,130	8,184	-26%	6,800	(1,384)
<b>TOTAL REVENUES</b>	<b>9,599</b>	<b>14,206</b>	<b>48%</b>	<b>307,430</b>	<b>331,373</b>	<b>8%</b>	<b>296,800</b>	<b>(34,573)</b>

**EXPENDITURES**

PERSONNEL	8,870	6,269	-29%	87,099	76,710	-12%	93,825	17,115
SUPPLIES	511	(113)	0%	4,203	7,779	85%	9,200	1,421
CONTRACT SERVICES	4,687	13,815	195%	136,735	143,705	5%	163,606	19,901
DEBT SERVICE	-	-		19,551	19,658	1%	19,658	0
INTERFUND TRANSFERS	140	175	25%	1,682	2,101	25%	2,101	0
<b>TOTAL EXPENDITURES</b>	<b>14,209</b>	<b>20,146</b>	<b>-29%</b>	<b>249,270</b>	<b>249,953</b>	<b>0%</b>	<b>288,390</b>	<b>38,438</b>

EXCESS ( DEFICIENCY) OF  
REVENUES OVER EXPENDITURES

81,421

BEGINNING FUND BALANCE

653,540

ENDING FUND BALANCE (unaudited)

734,961



**CITY OF ALVIN**  
**BUDGET VS ACTUAL (Cash basis)**  
**For the period ending 09/30/2015**

**UTILITY FUND**

**REVENUES**

	<u>CURRENT MONTH</u>		<u>%</u> <u>CHANGE</u>	<u>YEAR TO DATE</u>		<u>%</u> <u>CHANGE</u>	<u>CURRENT</u> <u>BUDGET</u>	<u>BUDGET</u> <u>BALANCE</u>
	<u>LAST YEAR</u>	<u>THIS YEAR</u>		<u>LAST YEAR</u>	<u>THIS YEAR</u>			
CHARGES FOR SERVICES	1,032,117	641,312	-38%	6,576,711	6,860,469	4%	6,812,641	(47,828)
OTHER OPERATING INCOME	32,627	19,686	-40%	273,103	330,652	21%	303,025	(27,627)
<b>TOTAL REVENUES</b>	<b>1,064,743</b>	<b>660,998</b>	<b>-38%</b>	<b>6,849,814</b>	<b>7,191,121</b>	<b>5%</b>	<b>7,115,666</b>	<b>(75,455)</b>

**EXPENDITURES**

WATER	(92,018)	198,208	-315%	860,145	942,012	10%	1,326,016	384,004
SEWER	138,575	62,321	-55%	695,183	689,296	-1%	1,000,435	311,139
WASTEWATER TREATMENT	113,242	96,315	-15%	693,331	709,993	2%	875,437	165,444
ADMINISTRATION	35,508	33,046	-7%	347,647	321,799	-7%	328,872	7,073
BILLING AND COLLECTIONS	32,168	29,755	-8%	234,118	259,649	11%	299,199	39,551
PUBLIC SERVICES FACILITY	4,680	8,052	72%	88,377	67,388	-24%	99,966	32,578
CODE ENFORCEMENT PROGRAM	4,635	5,922	28%	32,495	68,380	110%	65,016	(3,364)
OTHER REQUIREMENTS	77,697	57,599	-26%	1,029,406	1,119,783	9%	1,077,074	(42,709)
<b>TOTAL OPERATING EXPENDITURES</b>	<b>314,486</b>	<b>491,219</b>	<b>56%</b>	<b>3,980,701</b>	<b>4,178,301</b>	<b>5%</b>	<b>5,072,016</b>	<b>893,715</b>
DEBT SERVICE				1,945,707	1,769,470	-9%	1,841,196	71,726
CAPITAL PROJECTS						0%		
<b>TOTAL EXPENDITURES</b>	<b>314,486</b>	<b>491,219</b>	<b>56%</b>	<b>5,926,407</b>	<b>5,947,771</b>	<b>0%</b>	<b>6,913,212</b>	<b>965,441</b>

EXCESS ( DEFICIENCY) OF  
 REVENUES OVER EXPENDITURES

1,243,350

-

BEGINNING NET OPERATING ASSETS

4,139,456

ENDING NET OPERATING ASSETS (unaudited)

5,382,806



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 09/30/2015**

**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>		
<b>REVENUES</b>								
CHARGES FOR SERVICES	393,272	225,636	-43%	2,547,806	2,680,091	5%	2,619,429	(60,661)
OTHER OPERATING INCOME	214	329	54%	2,655	3,219	21%	2,300	(919)
<b>TOTAL REVENUES</b>	<b>393,486</b>	<b>225,965</b>	<b>-43%</b>	<b>2,550,462</b>	<b>2,683,310</b>	<b>5%</b>	<b>2,621,729</b>	<b>(61,581)</b>
<b>EXPENDITURES</b>								
CONTRACT SERVICES	527,686	546,363	4%	2,105,603	2,195,179	4%	2,177,728	(17,451)
INTERFUND TRANSFERS	12,809	11,055	-14%	223,348	209,279	-6%	209,279	-
DEBT SERVICE	-	-	0%	29,386	28,926	-2%	28,926	-
<b>TOTAL EXPENDITURES</b>	<b>540,495</b>	<b>557,418</b>	<b>3%</b>	<b>2,358,337</b>	<b>2,433,384</b>	<b>3%</b>	<b>2,415,933</b>	<b>(17,451)</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					249,926			
<b>BEGINNING NET OPERATING ASSETS</b>					1,192,331			
<b>ENDING NET OPERATING ASSETS (unaudited)</b>					<b>1,442,257</b>			



**CITY OF ALVIN**  
**BUDGET VS ACTUAL**  
For the period ending 09/30/2015

**EMS FUND**

	<u>CURRENT MONTH</u>		<u>%</u>	<u>YEAR TO DATE</u>		<u>%</u>	<u>CURRENT</u>	<u>BUDGET</u>
	<u>LAST YEAR</u>	<u>THIS YEAR</u>		<u>LAST YEAR</u>	<u>THIS YEAR</u>			
<b>REVENUES</b>								
CHARGES FOR SERVICES	290,279	237,192	-18%	1,857,573	1,884,912	1%	1,928,730	43,818
OTHER OPERATING INCOME	112	205	83%	10,662	32,569	205%	8,600	(23,969)
<b>TOTAL REVENUES</b>	<b>290,391</b>	<b>237,397</b>	<b>-18%</b>	<b>1,868,235</b>	<b>1,917,481</b>	<b>3%</b>	<b>1,937,330</b>	<b>19,849</b>
<b>EXPENDITURES</b>								
PERSONNEL	118,745	131,127	10%	1,109,200	1,117,755	1%	1,081,696	(36,059)
SUPPLIES	18,177	15,689	-14%	165,246	173,579	5%	217,102	43,523
CONTRACT SERVICES	28,466	34,876	23%	174,912	286,483	64%	387,424	100,941
DEBT SERVICE	(3,485)	-	-100%	4,617	9,352	103%	9,343	(9)
INTERFUND TRANSFERS	18,291	20,494	12%	219,497	245,934	12%	245,934	0
<b>OPERATING EXPENDITURES</b>	<b>180,195</b>	<b>202,186</b>	<b>12%</b>	<b>1,673,473</b>	<b>1,833,103</b>	<b>10%</b>	<b>1,941,499</b>	<b>108,397</b>
CAPITAL OUTLAY (NON RECURRING)	-	-		-	85,396		100,000	14,604
<b>TOTAL EXPENDITURES</b>	<b>180,195</b>	<b>202,186</b>	<b>12%</b>	<b>1,673,473</b>	<b>1,918,498</b>	<b>15%</b>	<b>2,041,499</b>	<b>123,001</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					(1,017)			
BEGINNING WORKING CAPITAL					921,834			
ENDING WORKING CAPITAL (unaudited)					<b>920,817</b>			



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 09/30/2015**

	<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>			
<b>SALES TAX FUND</b>								
<b><u>REVENUES</u></b>								
SALES TAX REVENUES	358,289	343,379	-4%	4,124,977	4,292,988	4%	4,400,890	107,902
OTHER OPERATING INCOME	137,601	5,140	-96%	152,436	263,532	73%	15,000	(248,532)
<b>TOTAL REVENUES</b>	<b>495,891</b>	<b>348,519</b>	<b>-30%</b>	<b>4,277,412</b>	<b>4,556,520</b>	<b>7%</b>	<b>4,415,890</b>	<b>(140,630)</b>
<b><u>EXPENDITURES</u></b>								
PERSONNEL (STREET)	89,644	88,208	-2%	841,617	817,492	-3%	928,772	111,280
PERSONNEL (CODE ENFORCEMENT)	10,185	7,706	-24%	63,900	68,075	7%	71,827	3,752
SUPPLIES	27,269	17,039	-38%	216,108	212,276	-2%	345,750	133,474
CONTRACT SERVICES	100,450	91,648	-9%	1,421,296	740,531	-48%	1,325,894	585,363
CAPITAL OUTLAY (CIP)	290,712	300,690	0%	1,434,068	748,796	-48%	2,572,736	1,823,940
DEBT	-	-	0%	-	-	0%	-	-
INTERFUND TRANSFERS	54,444	68,820	26%	709,468	785,245	11%	768,453	(16,792)
<b>TOTAL EXPENDITURES</b>	<b>572,704</b>	<b>574,111</b>	<b>0%</b>	<b>4,686,458</b>	<b>3,372,413</b>	<b>-28%</b>	<b>6,013,432</b>	<b>2,641,019</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					1,184,107			
BEGINNING FUND BALANCE					5,822,382			
ENDING FUND BALANCE (unaudited)					<b>7,006,489</b>			



**CITY OF ALVIN**  
**BUDGET VS ACTUAL**  
For the period ending 09/30/2015

**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>		
<b>REVENUES</b>								
INTRA GOVERNMENTAL TRANSFERS	39,313	64,127	63%	472,009	769,597	63%	769,597	0
OTHER OPERATING INCOME	3	9	214%	6,673	2,244	-66%	-	(2,244)
<b>TOTAL REVENUES</b>	<b>39,316</b>	<b>64,136</b>	<b>-39%</b>	<b>478,682</b>	<b>771,841</b>	<b>61%</b>	<b>769,597</b>	<b>(2,244)</b>
<b>EXPENDITURES</b>								
PERSONNEL	20,385	22,296	9%	184,356	189,480	3%	202,404	12,924
SUPPLIES	25,163	9,073	-64%	157,566	124,663	-21%	167,200	42,537
CONTRACT SERVICES	40,251	31,247	-22%	246,497	341,481	39%	388,912	47,431
INTERFUND TRANSFERS	833	923	11%	9,997	11,080	11%	11,080	1,083
<b>TOTAL EXPENDITURES</b>	<b>86,632</b>	<b>63,539</b>	<b>-27%</b>	<b>598,416</b>	<b>666,705</b>	<b>11%</b>	<b>769,596</b>	<b>103,975</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					105,136			
BEGINNING OPERATING ASSETS					114,916			
ENDING OPERATING ASSETS (unaudited)					<u>220,052</u>			



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 09/30/2015**

**Vehicle Replacement**

	<u>CURRENT MONTH</u>		% CHANGE	<u>YEAR TO DATE</u>		% CHANGE	CURRENT BUDGET	BUDGET BALANCE
	THIS YEAR	LAST YEAR		THIS YEAR	LAST YEAR			
<b>REVENUES</b>								
INTRA GOVERNMENTAL TRANSFERS	44,858	39,379		538,291	472,553		472,553	(65,738)
OTHER OPERATING INCOME	4,113	175		5,879	48,362			
<b>TOTAL REVENUES</b>	<b>48,970</b>	<b>39,554</b>	<b>-19%</b>	<b>544,170</b>	<b>520,915</b>	<b>-4%</b>	<b>472,553</b>	<b>(65,738)</b>
<b>EXPENDITURES</b>								
SUPPLIES	-	-		10,839	38		1,300	(9,539)
CAPITAL OUTLAY	125,706	27,402		465,225	398,465		301,000	(164,225)
<b>TOTAL EXPENDITURES</b>	<b>125,706</b>	<b>27,402</b>	<b>-78%</b>	<b>476,064</b>	<b>398,503</b>	<b>-16%</b>	<b>302,300</b>	<b>(173,764)</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					122,412			
BEGINNING OPERATING ASSETS					1,345,915			
ENDING OPERATING ASSETS					<b>1,468,327</b>			

# City of Alvin

Quarterly Investment Report  
as of  
September 30, 2015

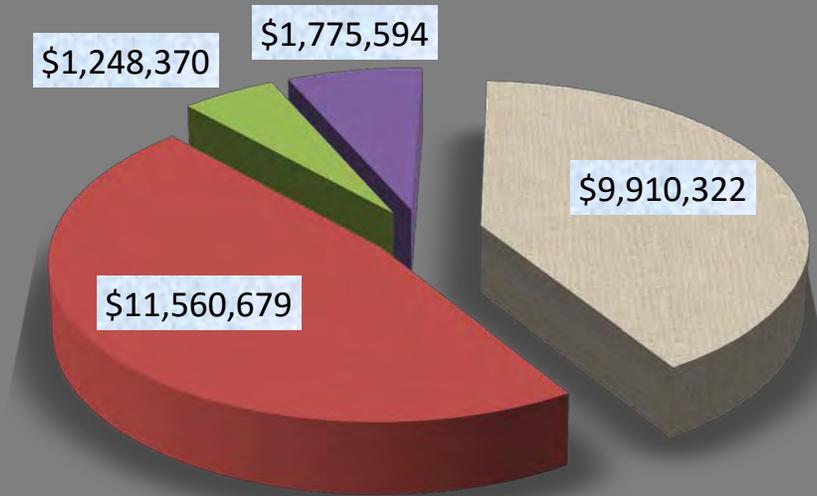
**City of Alvin**  
**Investment Report**  
**For the Period Ending September 30, 2015**

	Beginning Balance October 1, 2014	Ending Balance September 30, 2015
<b>Cash and Investment Pools</b>		
Cash in Wells Fargo Bank *	\$ 14,902,003	\$ 14,579,849
Texpool		
Book Value	10,235,651	9,910,322
Market Value	10,235,651	9,910,322
TexStar		
Book Value	\$ 2,313,757	\$ 11,560,679
Market Value	2,313,757	11,560,679
<b>Brokered Certificate of Deposits</b>		
Book Value	\$ 1,245,791	\$ 1,248,370
Market Value	1,245,791	1,248,370
Par Value	1,250,000	1,248,000
<b>Money Market</b>		
Book Value	\$ 1,774,976	\$ 1,775,594
Market Value	1,774,976	1,775,594
<b>Total Portfolio</b>		
Book Value	\$ 30,472,178	\$ 39,074,815
Market Value	30,472,178	39,074,815
Par Value	30,476,387	39,074,445
Weighted Average Maturity (in Days)**		18
Weighted Average Yield-to-Maturity **		0.12%
Current YTD Interest Earnings		
Accrued Interest	\$	4,898
<b>Comparative Yields</b>		
3 month Treasury Bill		0.00%
6 month Treasury Bill		0.08%
2 Year Treasury Note		0.64%

\* Bank Statement Balance (Consolidated & Payroll Accounts)

\*\* Calculation excludes Cash in Bank Balances

## City of Alvin Investment Allocation September 30, 2015



■ TexPool

■ TexStar

■ CD's

■ Money Market

City of Alvin  
 Summary Investment Report  
 Quarter Ending 09/30/2015

Current Date: 9/30/2015

Fund	Description	Type	CUSIP	Coupon	Settlement Date	Maturity Date	Call Date	Par Value	Purchase Price	Purchase Cost	Book Value	Mkt Price	Mkt Value	Days to Maturity	YTM
General Fund	TexSTAR	LGIP		0.0994				100,216.13	100.000	100,216.13	100,216.13	100.000	100,216.13	1	0.0994
General Fund	TexPool	LGIP		0.0850				4,339,397.38	100.000	4,339,397.38	4,339,397.38	100.000	4,339,397.38	1	0.0850
General Fund	DWS-GCIS	MMKT		0.0500				1,775,594.38	100.000	1,775,594.38	1,775,594.38	100.000	1,775,594.38	1	0.0300
Utility Fund	TexSTAR	LGIP		0.0994				10,108.57	100.000	10,108.57	10,108.57	100.000	10,108.57	1	0.0994
Utility Fund	TexPool	LGIP		0.0850				930,649.00	100.000	930,649.00	930,649.00	100.000	930,649.00	1	0.0850
Utility Fund	TexPool	LGIP		0.0850				437,238.00	100.000	437,238.00	437,238.00	100.000	437,238.00	1	0.0850
Utility Fund	CD	CD	48124JSU3	0.2500	5/12/2015	8/15/2016		248,000.00	100.000	248,000.00	247,941.22	99.905	247,941.22	320	0.2500
Utility Fund	CD	CD	05580ABP8	0.3000	5/13/2015	5/22/2017		250,000.00	100.000	250,000.00	249,613.75	99.678	249,613.75	600	0.3000
Impact Fees	TexSTAR	LGIP		0.0994				100,472.20	100.000	100,472.20	100,472.20	100.000	100,472.20	1	0.0994
Impact Fees	TexPool	LGIP		0.0850				162,737.27	100.000	162,737.27	162,737.27	100.000	162,737.27	1	0.0850
2005 Bonds	TexPool	LGIP		0.0850				-	100.000	-	-	100.000	-	1	0.0850
2006 Bonds Utility	TexPool	LGIP		0.0850				810,438.61	100.000	810,438.61	810,438.61	100.000	810,438.61	1	0.0850
2008 Bonds Utility	TexPool	LGIP		0.0850				585,017.79	100.000	585,017.79	585,017.79	100.000	585,017.79	1	0.0850
Sanitation Fund	TexPool	LGIP		0.0850				67,608.58	100.000	67,608.58	67,608.58	100.000	67,608.58	1	0.0850
Sanitation Fund	TexSTAR	LGIP		0.0994				231,608.53	100.000	231,608.53	231,608.53	100.000	231,608.53	1	0.0994
Sales Tax Fund	TexSTAR	LGIP		0.0994				23,991.26	100.000	23,991.26	23,991.26	100.000	23,991.26	1	0.0994
Sales Tax Fund	TexPool	LGIP		0.0850				1,629,346.21	100.000	1,629,346.21	1,629,346.21	100.000	1,629,346.21	1	0.0850
Sales Tax Fund	CD	CD	02006LEY5	0.5500	6/4/2014	6/6/2016		250,000.00	100.000	250,000.00	250,232.50	99.585	250,232.50	250	0.5500
Sales Tax Fund	CD	CD	254671U24	0.5500	6/4/2014	6/6/2016		250,000.00	100.000	250,000.00	250,349.75	99.585	250,349.75	250	0.5500
Sales Tax Fund	CD	CD	38147JD58	0.5500	6/4/2014	6/6/2016		250,000.00	100.000	250,000.00	250,232.50	99.668	250,232.50	250	0.5500
2006 Bonds Gov't	TexPool	LGIP		0.0850				194,025.15	100.000	194,025.15	194,025.15	99.668	194,025.15	1	0.0850
2006 Bonds Gov't	TexSTAR	LGIP		0.0994				49,740.65	100.000	49,740.65	49,740.65	100.000	49,740.65	1	0.0994
Debt Service	TexPool	LGIP		0.0850				20,310.73	100.000	20,310.73	20,310.73	100.000	20,310.73	1	0.0850
Cemetery Fund	TexPool	LGIP		0.0850				146,836.97	100.000	146,836.97	146,836.97	100.000	146,836.97	1	0.0850
Cemetery Fund	TexSTAR	LGIP		0.0850				282,791.37	100.000	282,791.37	282,791.37	100.000	282,791.37	1	0.0850
Cemetery Fund	TexPool	LGIP		0.0850				50,000.00	100.000	50,000.00	50,000.00	100.000	50,000.00	1	0.0850
2013 TAN	TexSTAR	LGIP		0.0994				20,320.94	100.000	20,320.94	20,320.94	100.000	20,320.94	1	0.0994
Hotel Motel Fund	TexPool	LGIP		0.0850				73,996.61	100.000	73,996.61	73,996.61	100.000	73,996.61	1	0.0850
Special Investigation	TexSTAR	LGIP		0.0994				61,100.00	100.000	61,100.00	61,100.00	100.000	61,100.00	1	0.0994
Building Security	TexSTAR	LGIP		0.0994				65,607.70	100.000	65,607.70	65,607.70	100.000	65,607.70	1	0.0994
Court Technology	TexSTAR	LGIP		0.0994				0.50	100.000	0.50	0.50	100.000	0.50	1	0.0994
Donation Fund	TexSTAR	LGIP		0.0994				27,148.00	100.000	27,148.00	27,148.00	100.000	27,148.00	1	0.0994
2015 W&S CO	TexSTAR	LGIP		0.0994				10,147,876.45	100.000	10,147,876.45	10,147,876.45	100.000	10,147,876.45	1	0.0994
EMS	TexPool	LGIP		0.0850				91,315.00	100.000	91,315.00	91,315.00	100.000	91,315.00	1	0.0850
EMS	TexSTAR	LGIP		0.0994				19,094.92	100.000	19,094.92	19,094.92	100.000	19,094.92	1	0.0994
Shop	TexSTAR	LGIP		0.0994				114,054.86	100.000	114,054.86	114,054.86	100.000	114,054.86	1	0.0994
Veh.Replacement	TexPool	LGIP		0.0850				371,404.55	100.000	371,404.55	371,404.55	100.000	371,404.55	1	0.0850
Veh.Replacement	TexSTAR	LGIP		0.0994				295,234.45	100.000	295,234.45	295,234.45	100.000	295,234.45	1	0.0994
Seniors Fund	TexSTAR	LGIP		0.0994				11,311.70	100.000	11,311.70	11,311.70	100.000	11,311.70	1	0.0994
								<b>24,494,594.46</b>		<b>24,494,594.46</b>	<b>24,494,964.18</b>		<b>24,494,964.18</b>	<b>18</b>	<b>0.1058</b>

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

*Junru Roland*

**Junru Roland**  
 Chief Financial Officer