

City of Alvin, Texas

Paul Horn, Mayor

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



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

ALVIN CITY COUNCIL AGENDA THURSDAY, NOVEMBER 19, 2015 7:00 P.M. (Council Chambers)

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

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

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Alvin, Texas, to be held on **Thursday, November 19, 2015** at 7:00 p.m. in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

REGULAR MEETING AGENDA

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE**
3. **SPECIAL PRESENTATIONS**
 - A. Mayor to present a proclamation to Alfred Froberg; declaring November 20, 2015 as Strawberry Day.
 - B. Mayor to present Governor Proclamation to the Alvin Police Department.
 - C. Street Department/Code Enforcement annual update; Brian Smith.
4. **APPROVAL OF MINUTES**
 - A. Approve minutes of the November 5, 2015 City Council workshop meeting.
 - B. Approve minutes of the November 5, 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 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; second reading.
- B. Consider Ordinance 15-Z; amending Chapter 2 Administration, Article IIA of the Code of Ordinances, City Manager authority; second reading.
- C. Consider Ordinance 15-T; repealing Ordinance 12-L, whereby the City Council adopted the City of Alvin Travel Policy; second reading.
- D. 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; second reading.

9. MATTERS REMOVED FROM CONSENT AGENDA

10. OTHER BUSINESS:

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

- A. Discuss agreement with Enterprise Fleet Management Vehicle Leasing Program for the lease of non-emergency city operated vehicles.
- B. Consider Professional Services Agreement with Morris, a Huitt-Zollars Inc. company, in an amount not to exceed \$28,000 for the downtown planning task force; and authorize City Manager to sign.
- C. Reconsider variance request from Palm Harbor Villages, Inc. to the outdoor storage requirement of Chapter 35, Section 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).
- D. Consider Ordinance 15-Q; amending Chapter 2 Administration, of the Code of Ordinances, Council Meeting provisions; as amended; second reading.
- E. Consider Ordinance 15-X; amending the City of Alvin 2014-15 Fiscal Year-End budget by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in the attached Exhibit A.
- F. Consider Resolution 15-R-21; authorizing the creation of the Gulf Coast Regional 9-1-1 Emergency Communication District under the administration of the Houston-Galveston Area Council (HGAC) for the counties of: Brazoria, Chambers, Colorado, Liberty, Matagorda, Walker, Waller, and Wharton.
- G. Consider Resolution 15-R-29; casting votes for the Board of Directors of the Brazoria County Appraisal District.
- H. Consider Resolution 15-R-27; adopting the City of Alvin Purchasing Card Policy and Procedural Manual providing for an effective date, and setting forth other related matters.

- I. Consider Resolution 15-R-28; adopting the City of Alvin Travel Policy, providing for an effective date, and setting forth other related matters.

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

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City’s website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code on MONDAY, NOVEMBER 16, 2015 at 2:00 P.M.





 Dixie Roberts, City Clerk

Removal Date: _____

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



Office of the Mayor, City of Alvin, Texas

Proclamation

WHEREAS, on September 10, 2015, Junior Achievement of Brazoria County held an event to induct and honor the individuals who make Brazoria County a great place to live, work and raise a family; and

WHEREAS, Alfred Froberg, Jr. was honored as an inductee into the Brazoria County Business Hall of Fame; and

WHEREAS, the purpose of Junior Achievement is to inspire and prepare young people to succeed in a global economy; and

WHEREAS, Alfred Froberg, Jr. and his family exemplifies the meaning of free enterprise and giving back to the community.

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 proclaim November 20, 2015 as

Strawberry Day

in the City of Alvin, Texas and congratulate Alfred Froberg, Jr. for receiving the 2015 Brazoria County Business Hall of Fame award sponsored by Junior Achievement of Brazoria County.

WITNESS my hand and seal this
19th day of November, 2015.

Paul A. Horn, Mayor



THE STATE OF TEXAS

GOVERNOR

 *To all to whom these presents shall come,
Greetings: Know ye that this official recognition is
presented to:*

Police Lives Matter

Austin, Texas

September 19, 2015

Texas reveres the men and women in law enforcement who put their lives on the line every day to protect and serve their communities. It is time to unite in solidarity to support these brave individuals who serve and protect our communities. I ask that Texans lift up the cause for unity and remember the essential role that law enforcement plays in keeping Texas safe and strong.

First Lady Cecilia Abbott joins me in supporting our law enforcement officers.



In testimony whereof, I have signed my name and caused the Seal of the State of Texas to be affixed at the City of Austin, this the 17th day of September, 2015.

Greg Abbott
Governor of Texas

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP
THURSDAY NOVEMBER 5, 2015
5:00 P.M.

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Workshop Session at 5:00 P.M. in the Downstairs Conference Room at City Hall, with the following members present: Mayor Paul A. Horn, Mayor Pro-tem Adam Arendell, Councilmembers: Gabe Adame, Terry Droege, Scott Reed, Roger Stuksa, and Keith Thompson.

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

WORKSHOP ITEMS:

Discuss Thoroughfare Plan

Representatives from RPS Klotz Associates were in attendance to discuss the preliminary drawings of the thoroughfare plan. Discussion was had.

Ms. Breland asked members of Council to send their comments to her by Thursday, November 12, 2015.

Discuss Mustang Road project

Representatives from JET Consulting and TxDOT were in attendance to discuss the proposed redesign of the Mustang road intersection at Gordon. Council discussed several options; one was not constructing a new intersection at Gordon but using Cedar instead and leaving the existing intersection at Gordon open as a right turn only onto Gordon from Mustang. Staff will compile the pros/cons of each option and send to City Council.

Discuss Shooting Range

Ms. Breland informed City Council that the City may be able to obtain grant money from Texas Parks and Wildlife to help with the funding of the shooting range. She asked Council for an opportunity to investigate such grants as to whether or not such funding is in fact available for use on this project. Council concurred.

ADJOURNMENT

Mayor Horn adjourned the meeting at 6:20 p.m.

PASSED and APPROVED this _____ day of _____, 2015.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Clerk

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY NOVEMBER 5, 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 Adam Arendell, Councilmembers: Gabe Adame, Terry Droege, Scott Reed, Roger Stuksa, and Keith Thompson.

Staff members present: Sereniah Breland, City Manager; Bobbi Kacz, City Attorney; Junru Roland, Assistant City Manager/CFO; Dixie Roberts, City Clerk; Robert Lee, Police Chief; Michelle Segovia, City Engineer; Dan Kelinske, Parks & Recreation Director.

INVOCATION AND PLEDGE OF ALLEGIANCE

Mary Sandars, Alvin Police Department Chaplain 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 to the volunteers who helped with the Morgan Park Kaboom Playground Build.

Mayor Horn presented a proclamation declaring November 7, 2015 as Play Day in Alvin and to thank 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 on October 10, 2015.

APPROVAL OF MINUTES

Approve minutes of the October 1, 2015 City Council regular meeting.

Council member Reed moved to approve the minutes of the October 1, 2015 City Council regular meeting. Seconded by Council member Droege; motion carried on a vote of 6 Ayes.

PETITIONS OR REQUESTS FROM THE PUBLIC

Judge Donna Starky thanked City Council for the proclamation declaring the week of November 2-6 as Municipal Court Week. She also thanked City Council for their service and continued support.

Dick Tyson spoke before City Council expressing concern on items discussed at the 5:00 p.m. workshop meeting regarding the shooting range, Mustang Road and Bypass 35 projects.

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

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.

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

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.

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

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.

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

MATTERS REMOVED FROM CONSENT AGENDA

There were no items removed from the consent agenda.

OTHER BUSINESS:

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.

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 effect 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.

Council member Thompson asked how much funding this sales tax would provide to the city.

Mr. Roland stated that according to Vybranz LLC, the city could potentially receive approximately \$360,000 from this telecommunication services tax.

Council member Thompson moved 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 to Section 321.210 of the Texas Tax Code; first reading. Seconded by Council member Stuksa; motion carried on a vote of 6 Ayes.

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

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. The key differences between previous agreements with KAB and the proposed are \$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 1st.; 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 and KAB shall provide their proposed budget by August 1, 2016 if they seek funding from the City for the upcoming year.

Council member Arendell inquired about the reduction in the \$12,000 payment to \$6,000 to Keep Alvin Beautiful and whether or not Keep Alvin Beautiful has been receiving payment. Mr. Ochoa from Progressive Waste explained that the reduction in payment was due to no longer receiving rebates from Recycle America, and that the method of payment changed in the current addendum to where KAB is to submit an invoice to Progressive.

Council Member Arendell recapped the changes to the City's agreement with Progressive Waste; a \$7,200 payment to the city for marketing material; eliminating the five week spring clean-up; discontinuing the convenient center and city's contribution to KAB. Mr. Ochoa gave a brief explanation for the changes in the addendum.

Following discussion, Council member Droege moved to approve agreement for Beautification Services between the City of Alvin and Keep Alvin Beautiful (KAB) for FY16; and authorize City Manager to sign. Seconded by Council member Adame; motion carried on a vote of 5 Ayes; with Council member Arendell voting No.

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.

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.

Council member Droege moved to approve the 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. Seconded by Council member Thompson; motion carried on a vote of 6 Ayes.

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).

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.

Council member Adame moved to deny a 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). Seconded by Council member Thompson; motion carried on a vote of 6 Ayes.

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.

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 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 and 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.

Council member Reed moved to 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. Seconded by Council member Arendell; motion failed with all members present voting No and council members Reed and Arendell voting Aye.

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.

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.

Council member Thompson moved to approve 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. Seconded by Council member Arendell; motion carried on a vote of 6 Ayes.

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

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.

Council member Adame moved 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. Seconded by Council member Droege; motion carried on a vote of 6 Ayes.

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.

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.

Council member Arendell moved to approve 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. Seconded by Council member Thompson; motion carried on a vote of 6 Ayes.

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.

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.

Council member Droege moved 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. Seconded by Council member Adame; motion carried on a vote of 6 Ayes.

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.

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.

Council member Arendell moved 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. Seconded by Council member Droege; motion carried on a vote of 6 Ayes.

Consider Ordinance 15-Q; amending Chapter 2 Administration, Article II of the Code of Ordinances, Council Meeting provisions; first reading.

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.*

Council member Arendell stated that he does not like the wording that limits public comment to only items listed on the agenda.

Council asked that the wording limiting citizen comment to agenda items is removed from the ordinance before second reading.

Council member Arendell moved to approve Ordinance 15-Q; amending Chapter 2 Administration, Article II of the Code of Ordinances, Council Meeting provisions on first reading as amended to delete the section limiting citizen comments to specific agenda items. Seconded by Council member Reed; motion carried on a vote of 6 Ayes.

Consider Ordinance 15-Z; amending Chapter 2 Administration, Article IIA of the Code of Ordinances, City Manager authority; first reading.

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.*

Council member Reed moved to approve Ordinance 15-Z; amending Chapter 2 Administration, Article IIA of the Code of Ordinances, City Manager authority. Seconded by Council member Droege; motion carried on a vote of 6 Ayes.

Consider Ordinance 15-T; repealing Ordinance 12-L, whereby the City Council adopted the City of Alvin Travel Policy; first reading.

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).*

Council member Reed moved to approve Ordinance 15-T; repealing Ordinance 12-L, whereby the City Council adopted the City of Alvin Travel Policy; first reading. Seconded by Council member Droege; motion carried on a vote of 6 Ayes.

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.

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.

Council member Droege moved 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. Seconded by Council member Stuksa; motion carried on a vote of 6 Ayes.

Receive and acknowledge receipt of the financial and quarterly investment reports for September, 2015.

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.

Council member Adame moved to acknowledge receipt of the financial and quarterly investment reports for September, 2015. Seconded by Council member Droege; motion carried on a vote of 6 Ayes.

REPORTS FROM CITY MANAGER

Review preliminary list of items for next Council meeting.

Ms. Breland reviewed the preliminary list for the November 19, 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 Thompson wished Council member Richards a speedy recovery.

Council member Reed thanked public services and first responders for their efforts during last week's bad weather.

Council member Arendell thanked all who helped in the playground build at Morgan Park. He also reminded everyone of the TxDOT State Highway 6 median public hearing on Tuesday, November 10th. Council member Arendell mentioned negative social media posts regarding the military vehicles parked at the Police and Fire Department. He explained to the public that those vehicles are used during emergency situations. Other departments across the area were able to use these types of vehicles for high water rescues during the recent storms. He further commended the city's first responders.

Council member Droege stated that the employee pumpkin carving contest was a success.

Council member Adame thanked everyone involved in the playground build in District E. He gave a special kudos to Michelle Nesrsta, Parks and Recreation Manager, for obtaining the grant that made the build possible. He also offered Brad Richards a speedy recovery.

Council member Stuksa said with the efforts of the community, Morgan Park is now a real park He sees multiple families out there playing.

Mayor Horn gave kudos to the Parks and Recreation department for hosting the Halloween trick or treat trail, in which over 2,000 people attended in spite of the rain. He also stated that after the significant rain had last weekend, the detention pond at Kost and South Street is working well.

ADJOURNMENT

Council member Arendell moved to adjourn the meeting at 8:35 p.m. Seconded by Council member Thompson; motion carried on a vote of 6 Ayes.

PASSED and APPROVED this _____ day of _____, 2015.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Clerk

**PARKS AND RECREATION
BOARD MEETING MINUTES
Public Service Facility
October 13, 2015
6:30 pm**

Call to Order: Meeting was called to order at 6:45pm by Dwight Rhodes

Roll Call: Present: Shala Rios, Terri Beasley, Jeanette Stuksa, Dwight Rhodes and Chris Hartman.

Also present was Parks Director Dan Kelinske and Council Members Roger Stuksa

Minutes:

August 4- No Minutes

September 8- No Minutes

Petitions or Requests from the Public:

- None at this time

Report from the Chairman:

- None at this time
- Dwight brought up that people are parking on the grass and not in parking spaces at Briscoe Park. Dan was going to look into placing signs stating “No Parking on Grass” around the park.

Director’s Report:

- Depot Market Days 10-17-15 at the Depot
- Ribbon cutting for New Playground at Morgan Park will be held 10-14-15 at 6 pm.
- Dan will keep board posted on minor improvements to Morgan Park.
- Bathrooms at National Oak Park: Dan should receive sealed drawings with in the week. As soon as Dan receives drawing it will go out for bids.
- Talmadge Park: Dan got a 3 month extension for putting in picnic pavilions. They will be 20x30 with 5 tables.
- Water fountains were put in at Sealy and Pearson Parks. There was a leak at Sealy Park. Crews are working to fix the leak.
- Observation Deck at National Oak Park: Dan received and email saying the park has been registered with the Texas Historical Commission. Nothing else new to report.
- Bleachers for Lions Park was approved. They will be installed on Fields 1 and 2. 4 bleachers at \$3000 each.
- Sand Volley Ball at Morgan Park and Goal Post for Briscoe Park could done in house. Dan will check into that.

Up Coming Events:

N/A

ALVIN SR. BOARD MEETING
OCTOBER 12, 2015

- **CALL TO ORDER:** Barbara Biggers called the meeting to order at 9:00 A.M. Board members present were Betty Hodges, Beverly Kimbrough, Nell Shimek, Barbara Biggers, Darrell Brady. Others present were Marla Grigsby Senior Center Manager, along with Pat Shaw representing Woodmen of the World. Pat Shaw presented the Alvin Senior Center with a check for \$500. Pat Shaw invited Sr. Board Members and Center Management and their guest to a Thanksgiving Dinner at the Center on November 3, 2015.
- Minutes were read and approved as printed.
- **REPORTS:** Marla Grigsby needs a volunteer list for November 11, 2015 for the Veteran's Breakfast, and for Hooray for the Holidays on November 19, 2015. Marla will ask Joe's Barbeque for donations. Barbara Biggers said that 27 people came to the last dance, adding that was a low turnout. The music was discussed for the future. In October 2015 The Heartaches will be playing for the October dance. Beverly Kimbrough discussed decorating dates for November and December 2015. Beverly also talked about menus for the dances.
- **UNFINISHED BUSINESS:** Darrell Brady made a motion to remove Senior Center's Goals and Objectives from the table. Motion seconded by Beverly Kimbrough, motion passed. The Board removed some items from the document, made suggestions to add or change other items. The President will put all these suggestions in a draft of the document to be presented at the November meeting. The board talked about the Veteran's pictures for the Wall of Honor. It was decided that we have room for one more frame. Motion made by Beverly Kimbrough to add one more frame, seconded by Betty Hodges. Motion passed.
- **NEW BUSINESS:** We discussed the benefits of an electric digital outside sign that would replace the old sign. Marla Grigsby said that she would check with the city about this. We talked about the speaker system and a GPS that would have permanent mounting. The van needs a step stool, Marla said that she would purchase that. We discussed advertising, getting the paper to list all senior center activities, once a month or biweekly. There are problems with our trip sign ups that we need to address. We need to have committees for Open House that will assist with the various duties associated with the planning and working at the annual Open House.
Board member terms expiring (Wanda Garrett, Betty Hodges and Dale Jones) in December were announced.
- **ANNOUNCEMENTS:** Next meeting will be November 9, 2015
- **ADJOURNED:** 10:40 A.M.

- Respectfully submitted,



Nell Shimek, Alvin Senior Board Secretary

Upcoming Park Related Council Agenda Items

Special Presentations

- Non at this time

Old Business:

New Business:

- Report of Usage on Hike and Bike Trail: Monitored 8/28-9-13. Counter 1 was located at Entrance to bridge at National Oak Park. It counted 2, 415. Peak time was 9-13 with 309 people.
Data will be used if Phase 3 becomes reality and board wanted to add any extra amenities along the trail.

Announcements or Requests from Board Members:

- Dwight and Cindy have voiced concerns about the wear and tear of the new parking lot at Pearson Park. Dan will get with Brian on getting problems fixed and new parking space striping.
- Chris said parking in alley at Pearson Park is still a problem. Dan spoke with AGSA. He will speak with them again concerning this issue.
- Dwight requested that Hugh Adams Park look nice and clean. ACC will be hosting about 100 Harby Jr. High students and they will be eating lunch at the park. Dan said he would make sure the park looked nice.
- Dwight announced ACC will hold a Health Fair 10-15-105 from 9am-1pm.

Adjournment: A motion to adjourn was made by Chris H. Terrie B. 2nd motion. Motion passed. Meeting was adjourned at 7:55 pm.

Submitted by: Shala Rios, Secretary



AGENDA COMMENTARY

Meeting Date: 11/19/2015

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; second reading.

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary: City Council approved first reading of this ordinance on 11/5/15. This ordinance was approved on first reading on 11/5/15. 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 effect 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

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; second 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-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
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Fairview	052	New Berlin	882	West Tawakoni	971

City Name	Effective	City Name	Effective	City Name	Effective
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AGENDA COMMENTARY

Meeting Date: 11/19/2015

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; second reading.

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary: City Council approved first reading of this ordinance on 11/5/15. 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; second 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

Meeting Date: 11/19/2015

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; second reading.

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary: City Council approved first reading of this ordinance on 11/5/15. 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.

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

Supporting documents attached:

- Ord. 15-T
- Chart of proposed changes to Travel Policy

Recommendation: Move to approve Ordinance 15-T; repealing Ordinance 12-L, whereby the City Council adopted the City of Alvin Travel Policy; second 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

2015 TRAVEL POLICY CHANGES

Section	Revision
Authorizations for Travel	<p style="color: red;">Removed approval required by City Manager.</p> <p>Added provision that each department will be responsible for reconciling their departmental travel expenses prior to audit by the Finance Department and the City Manager will subsequently review all travel expenses after the Finance Department concludes the travel expense audit.</p> <p>CM to approve expenses for Judges. Council approval required <u>prior</u> to travel for commissions, boards and committees.</p> <p style="color: red;">Revised section relating to out-of-state travel; council approval required only for council out-of-state travel.</p>
Travel Advance Card	Deleted entire section, and sections where mentioned in other parts of the policy
Travel Guidelines - Local	Changed Local Travel from within 25 miles to within 50 miles.
Travel Guidelines - Extended	Changed Extended Travel to more than 50 miles
Meal Per Diem Allowance	<p>Added provision that “per diem” prior to the travel is preferred method</p> <p>Revised approval to be by Dept. Head and not CM</p>
Lodging Expense	Changed approval for overnight lodging if destination more than 50 miles – except approval may be granted by DH and CM
Mileage Reimbursement	Changed approval from CM to DH



AGENDA COMMENTARY

Meeting Date: 11/19/2015

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; second reading.

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary: City Council approved first reading of this ordinance on 11/5/15. 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; second 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-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

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Appendix

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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.

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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.

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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.

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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

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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.

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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

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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~~

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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 or 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 requisition is 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
Workers' Compensation	Statutory Limits
Employers' Liability 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
Commercial General (Public) Liability 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
Business (Commercial) Automobile Policy	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:~~

Type	Amount
(1) Worker's Compensation	Statutory Limits
and	\$100,000
Employer's Liability	per occurrence

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(2) Commercial (Public Liability), including but not limited to:	Bodily Injury:
	\$1,000,000
	per person
	\$2,000,000
	per occurrence and
A. Premises/Operations	
B. Independent Contractors	
C. Personal Injury	Property Damage:
D. Products/Complete Operations	\$1,000,000 per occurrence
E. Contractual Liability (insuring above indemnity provisions)	with general aggregate of \$2,000,000
(3) Business (Commercial) Automobile Policy:	Combined Single Limit/ \$1,000,000

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.~~

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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

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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

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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

Company Official _____

Signature _____

Title _____ Date _____

APPENDIX B

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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 _____

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~~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 _____~~

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SPENDING THRESHHOLDS OF SURROUNDING CITIES

WEBSTER	
\$0 - \$2,999	Department Head
\$3,000 - \$50,000	Finance Director /City Manager
\$50,000 or more	City Council

FRIENDSWOOD	
\$0 - \$49,999	Department Head
\$50,000 or more	City Manager / City Council

LAKE JACKSON	
\$0 - \$3,000	Department Head
\$3,001 - \$50,000	Assistant City Manager
\$50,001 or more	City Manager/City Council

TOMBALL	
\$0 - \$3,000	Department Head
\$3,001 - \$25,000	Assistant City Manager
\$25,001 - \$50,000	City Manager
\$50,001 or more	City Council

HUNTSVILLE	
\$0 - \$999	Supervisors
\$1,000 - \$7,999	Department Heads
\$8,000 - \$49,999	City Manager
\$50,000 or more	City Council

ROSENBERG	
\$0 - \$5,000	Department Heads
\$5,001 - \$49,999	City Manager
\$50,000 or more	City Council

LA PORTE	
\$0 - \$5,000	Department Heads
\$5,001 - \$49,999	Assistant City Manager/City Manager
\$50,000 or more	City Council

LEAGUE CITY	
\$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: 11/19/2015

Department: Public Services

Contact: Brian Smith, Public Services Director

Agenda Item: Discuss agreement with Enterprise Fleet Management Vehicle Leasing Program for the lease of non-emergency city operated vehicles.

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary: Staff is proposing entering into an agreement with Enterprise for the lease of non-emergency City operated vehicles. The agreement includes the lease of vehicles and reducing the replacement time frame, maintenance provided by local business, and greater return at the end of lease compared to current auction sells. Through the agreement Enterprise has shown savings to the City in all aspects of the agreement and an updated fleet.

Funding Expected: Revenue Expenditure N/A

Budgeted Item: Yes No N/A

Account Number: _____ **Amount** _____

Legal Review Required: N/A Required Date Completed [Click here to enter a date.](#)

Supporting documents attached: Agreement Documentation

Recommendation: Discussion Only

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

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

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this sixteenth day of September, 2015, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$5,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights

under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of Alvin

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

By: Sereniah Breland
Title: City Manager

By: Todd Rogers
Title: Regional Sales Manager

Address: 216 West Sealy
Alvin, TX 77511

Address: 10401 Centrepark Drive #200
Houston, TX 77043

Date Signed: _____, _____

Date Signed: _____, _____

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the sixteenth day of September, 2015, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and City of Alvin (the "Company").

WITNESSETH:

- 1. ENTERPRISE CARDS:** Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

- 2. VEHICLE REPAIRS AND SERVICE:** EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

- 3. BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

- 4. RENTAL VEHICLES:** The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

- 5. NO WARRANTY:** EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

- 6. CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet

Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

- 7. **NOTICES:** All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.
- 8. **FEES:** EFM will charge the Company for the service under this Agreement \$7.00 per month per Card, plus a one time set-up fee of \$0.00.
- 9. **MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: City of Alvin

EFM: Enterprise Fleet Management, Inc.

By: Sereniah Breland
Title: City Manager

By: Todd Rogers
Title: Regional Sales Manager

Address: 216 West Sealy
Alvin, TX 77511

Address: 10401 Centrepark Drive #200
Houston, TX 77043

Date Signed: _____, _____

Date Signed: _____, _____

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this sixteenth day of September, 2015, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of Alvin ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Equity Lease Agreement dated as of the sixteenth day of September, 2015, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: City of Alvin

EFM: Enterprise Fleet Management, Inc.

By: Sereniah Breland
Title: City Manager

By: Todd Rogers
Title: Regional Sales Manager

Address: 216 West Sealy
Alvin, TX 77511

Address: 10401 Centrepark Drive #200
Houston, TX 77043

Attention: _____

Attention: _____

Facsimile No.: _____

Facsimile No.: _____

Date Signed: _____, _____

Date Signed _____, _____



AGENDA COMMENTARY

Meeting Date: 11/19/2015

Department: Administration

Contact: Sereniah Breland, City Manager

Agenda Item: Consider Professional Services Agreement with Morris, a Huitt-Zollars Inc. company, in an amount not to exceed \$28,000 for the downtown planning task force; and authorize City Manager to sign.

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary: The intent of the project is to develop a vision for the revitalization of Downtown Alvin. Morris will facilitate the Downtown Planning Task Force and city staff to provide urban planning services for downtown revitalization. The following is a brief description of the scope of services:

Downtown Task Force Meetings (4 meetings) – Review existing conditions of downtown and priorities. Present case studies of successful downtown revitalization projects.

Existing Conditions Analysis – Review property ownership and use. Identify open spaces and pedestrian connectivity along with traffic flow.

Develop a Vision – Create before/after visualizations and diagrams of Downtown Alvin. Define a preliminary list of projects and events to realize the vision and possible policies and economic development tools.

The estimated schedule for the services is approximately 4 months. The estimated fee for services is \$24,500 plus estimated travel costs of \$300.

So far, the following individuals have been recommended to serve on the citizen task force: Chad Dudley, Chad Gormly, Chris Hartman, Fernando Valdes, Henry Dillmann, Johanna McWilliams, John Barron, John Wennerstrom, Steve Adams, Tom Stansel, KAB Representative, Debbie Nance, Missy Jordan, Chris Ochoa, Paul Stanton and Joe Schneider.

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

Account Number: _____ **Amount:** \$28,000

Legal Review Required: N/A ___ Required x **Date Completed:** November 11, 2015

Supporting documents attached: Agreement

Recommendation: Motion to approve Professional Services Agreement with Morris, a Huitt-Zollars Inc. company in an amount not to exceed \$28,000 for the downtown planning task force; and authorize City Manager to sign.

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: Downtown Planning Task Force Services

Dear Ms. Segovia:

Morris, a Huitt-Zollars, Inc. company (Morris) appreciates the opportunity to provide this proposal for professional architectural and engineering services to the City of Alvin (City). The City has requested that Morris provide Urban Planning services for Downtown Alvin revitalization. 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 work with a stakeholder task force and city staff to develop a vision to for the revitalization of Downtown Alvin.

SCOPE OF SERVICES:

1.0 Basic Services:

Work with a group of stakeholders to shape a vision and prepare a plan for Downtown Alvin that incorporates the city hall and maximizes its value to the city.

- A. Downtown Task Force Meetings (4 meetings)
 - 1) Review existing conditions; identify stakeholder priorities
 - 2) Present case studies of successful downtown revitalization
 - 3) Develop a vision; discuss potential projects
 - 4) Next steps

- B. Existing Conditions Analysis:
 - 1) Review city provided data on property ownership and property use
 - 2) Pedestrian connectivity and level of comfort
 - 3) Review city provided data on Traffic flow
 - 4) Open Space
 - 5) Review city provided data on existing buildings

- C. Develop a Vision:
 - 1) Articulate a vision of Downtown Alvin
 - 2) Before/after visualizations and diagrams
 - 3) A preliminary list of potential projects to realize the vision
 - 4) Possible policies and economic development tools

Deliverables shall consist of presentations for task force meetings, including photos, maps, diagrams, and renderings, and will be delivered to the City in electronic PDF format.

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. Providing Traffic Data Collection Services
- B. Supplies and materials that are not part of Basic Services, such as display boards, signage, banners, art supplies, and materials for temporary installations.
- C. Any other service not otherwise included in the Basic Services

3.0 City Provided Services:

City shall provide Huitt-Zollars with the following:

- A. Data on property ownership and use in map form
- B. Data on existing buildings in map form
- C. Any available traffic counts

The city will also schedule meetings, arrange venues, and invite stakeholders.

COMPENSATION:

4.0 Basic Services

Total Basic Services Fee	\$ 24,500	(Lump sum)
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5.0 Total Estimated Budget

Our total estimated budget for this project is Twenty-Four Thousand Five Hundred Dollars (\$ 24,500.00).

6.0 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.

HOUSTON DOWNTOWN

2015
HOURLY RATE SHEET

Architecture

Principal-In-Charge	\$ 225.00
QA Manager	\$ 180.00
Design Principal	\$ 210.00
Sr. Project Manager	\$ 180.00
Project Manager	\$ 165.00
Sr. Architect	\$ 180.00
Architect	\$ 145.00
Architect Intern 1	\$ 90.00
Architect Intern 2	\$ 110.00
Architect Intern 3	\$ 140.00
Sr. Landscape Architect	\$ 200.00
Landscape Architect	\$ 90.00
Landscape Architect Intern	\$ 75.00
Sr. Planner	\$ 200.00
Planner	\$ 120.00
Planner Intern	\$ 80.00

Interior Design

Sr. Interior Designer	\$ 110.00
Interior Designer	\$ 95.00
Interior Designer Intern	\$ 75.00

Administrative

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

Reimbursable Expenses

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



AGENDA COMMENTARY

Meeting Date: 11/19/2015

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Reconsider variance request from Palm Harbor Villages, Inc. to the outdoor storage requirement of Chapter 35, Section 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 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary: This request went before City Council on November 5, 2015 and was denied. November 9, 2015, Mr. Mittelstadt submitted a letter stating their proposal for the wrought iron fence as an alternative to the ordinance's screening requirement along the Bypass 35 corridor.

The Engineering Department received the original 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 Chapter 35, Section 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 x

Account Number: _____ **Amount:** _____

Legal Review Required: N/A ___ Required x Date Completed: 10/21/2015

Supporting documents attached:

- Variance Request Letter(s) 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 determine any appropriate measures that promote 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



November 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:

As requested by the City council of Alvin on November 5th, here is our written plan to comply with their requests, to put down in writing the alternative wrought iron fence.

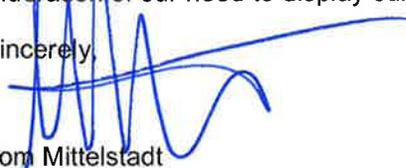
PHV will fully comply with all of the city ordinances including the proper façade requirements for our new office, as well as the related landscaping and parking areas. PHV would like to thank you for reviewing our request for variance with respect to Alvin City Ordinance No. 07-D, Article III, Section 35 -34 (d) which deals with outdoor storage. PHV will meet all codes and ordinances required by the City of Alvin. In addition to comply with the variance PHV will be installing a 5 foot wrought iron fence across the front of the property. PHV will install all gates and entrances to meet City code. PHV will also be installing extravagant landscape throughout the property, with an emphasis on the Front entrance portion of the property. All landscaping will also meet all City code and ordinance requirements. PHV will also install full Hard Board skirting/under pinning on all front row display homes. Selwyn P. Thint, P.E. has been retained for services by Palm Harbor Village to work close with city to meet total compliance, and provide a site plan.

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.

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

512 423 6099

Palm Harbor Villages, Inc. 15301 Spectrum Drive, Suite 500, Addison, TX 75001 Voice: (972) 763-5042 Fax: (972) 764-9073
www.palmharbor.com



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
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.

(Ord. No. 07-D, § 2, 4-19-07)



AGENDA COMMENTARY

Meeting Date: 11/19/2015

Department: Administration

Contact: Sereniah Breland, City Manager

Agenda Item: Consider Ordinance 15-Q; amending Chapter 2 Administration, of the Code of Ordinances, Council Meeting provisions; as amended, second reading.

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary: City Council approved first reading of this ordinance as amended on 11/5/15. Council asked that the wording limiting citizen comments to items listed on the agenda be removed. The ordinance was approved on first reading as amended with this change. 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 on the agenda headings of categories not being discussed; such as ‘public hearings’ and ‘presentations and proclamations’, if there are none. 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. City Council will receive a “draft” agenda the week before the Thursday meeting.

Article II, City Council, Section 2-24. Rules of procedure – significant amendments:

- Council asked that the wording limiting citizen comments to items listed on the agenda be removed. The ordinance was approved on first reading as amended with this change. The wording has been removed from the ordinance as requested. A new public comment card has been created. Those wishing to speak before city council 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.
 - 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

Supporting documents attached:

- Ordinance 15-Q (redline)
 - Public Comment Card
 - Citizen Participation Guidelines
-

Recommendation: Move to approve Ordinance 15-Q; amending Chapter 2 Administration, of the Code of Ordinances, Council Meeting provisions, as amended; second 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-Q

**AN ORDINANCE AMENDING CHAPTER 2, ~~ARTICLE H,~~
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~~

~~(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."~~ "Public Comment". 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)~~ three (3) 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.~~

- (3) 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.
- ~~(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 councilmembers 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 councilmember 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 and Enactment of Council Action-** 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

(Please Print Clearly)

NAME (required):

ADDRESS (required):

PHONE#: _____

EMAIL: _____

I wish to speak on the following:

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.

Citizen Participation Guidelines



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.

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

CITY COUNCIL MEMBERS:

Paul Horn, Mayor
phorn@cityofalvin.com

**Adam Arendell, Mayor Pro-tem,
District B**
aarendell@cityofalvin.com

Brad Richards, At Large 1
brichards@cityofalvin.com

Terry Droege, At Large 2
tdroege@cityofalvin.com

Scott Reed, District A
sreed@cityofalvin.com

Keith Thompson, District C
kthompson@cityofalvin.com

Roger E. Stuksa, District D
rstuksa@cityofalvin.com

Gabe Adame, District E
gadame@cityofalvin.com

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 1st and 3rd 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 1st floor conference room of City Hall on the 1st and 3rd 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 reference to City business.

Citizens may speak before Council by completing a Public Comment Card with their name, address, phone number, subject matter 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, 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.



AGENDA COMMENTARY

Meeting Date: 11/19/2015

Department: Finance

Contact: Junru Roland, Asst. City Manager/CFO

Agenda Item: Consider approval of Ordinance 15-X; amending the City of Alvin 2014-15 Fiscal Year-End budget by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in the attached Exhibit A.

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary: Each fiscal year-end, the City amends the budget to appropriate expenditures which occurred during the year. Reason being, under certain circumstances, staff has more definite cost information at year-end. FY15 has ended and staff needs to make budget adjustments as a way to put the final FY15 budget in line with actual (approved and/or authorized) expenditures for financial reporting purposes. These adjustments include increases and/or decreases in budget appropriations related to actual expenditures and revenues.

Per the City's auditor's recommendation, the City should do a batch budget amendment at fiscal year-end to capture expenditures and/or revenues from the year that require a budget amendment.

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

Account Number: _____ **Amount:** _____

Legal Review Required: N/A ___ Required Date Completed: November 11, 2015

Supporting documents attached:

- Ordinance 15-X
- Exhibit A

Recommendation: Move to approve Ordinance 15-X, amending the City of Alvin 2014-15 Fiscal Year-End budget by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in the attached Exhibit A.

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-X

AN ORDINANCE AMENDING CITY OF ALVIN, ORDINANCE NO. 14-AA, PASSED AND APPROVED SEPTEMBER 11, 2014, SAME BEING AN ORDINANCE APPROVING AND ADOPTING THE CITY OF ALVIN'S BUDGET FOR FISCAL YEAR 2014-2015 BY APPROVING A BUDGET AMENDMENT TO THE ORIGINAL 2014-15 FY BUDGET; FOR THE PURPOSE OF AMENDING THE YEAR-END BUDGET AND PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS AS SET FORTH IN THE ATTACHED EXHIBIT "A"; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS;

Section 1. That the City of Alvin 2014-2015 Fiscal Year Budget is hereby amended by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in Exhibit "A" attached hereto and incorporated herein by reference.

Section 2. 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.

ATTEST:

CITY OF ALVIN, TEXAS:

By: _____
Dixie Roberts, City Clerk

By: _____
Paul A. Horn, Mayor

EXHIBIT A

Account Numbers	Account Descriptions	Budget Adjustments	Reasons
General Fund Revenues			
111-400020	Payment in Lieu of Taxes	64,826.00	Contractual increase in payment to City from Denbury Onshore.
111-401010	Grant Proceeds	103,885.75	Grant funds for Park Playground equipment
General Fund Expenditures			
111-1004-00-3512	Moving Expenses	10,693.60	Contractual cost of hiring of City Manager
111-3501-00-1001	Salaries	71,866.70	Salary adjustment for Police Department via Collective Bargaining Agreement approved by City Council
111-7001-00-2277	CDBG expenses	103,885.75	Parks Playground equipment via CDBG Grant
Contingency Fund Revenues			
	Insurance Reimbursement	36,166.40	Texas Windstorm Insurance Agency Reimbursement for damage to Police Department building
Contingency Fund Expenditures			
311-9001-00-4150	Capital Outlay	46,860.00	Repair for damage to Police Department building
Hotel Motel Tax Fund Revenues			
121-401500	Hotel Motel Tax Receipts	33,189.00	Increase in local hotel tax revenue
Special Investigation Fund Expenditures			
123 3501 06 2125	Supplies	4,307.44	Equipment and Supplies used to support policing activities and law enforcement operations
123 3501 07 2125	Supplies	8,744.11	Equipment and Supplies used to support policing activities and law enforcement operations
123 3501 08 2125	Supplies	120.00	Equipment and Supplies used to support policing activities and law enforcement operations
Fire Capital Fund Revenue			
126-402080	Emergency Serv District Revenue	3,750.00	Interlocal agreement with Brazoria County ESD #3 - approved by council
Park Dedication Fund			
129-401501	Dedication Fees	26,100.00	Fees received from Skymark Development and JNC Development for Kendall Lake Sections 3 & 6
129-7001-00-3100	Contract Services	8,600.00	Equipment and Supplies used to support park activities
2008 CO Fund			
233-3501-00-41000	Capital Outlay	11,081.00	Repair for damage to Police Department building
Donation Fund Revenues			
512-409519	Donations	11,000.00	Donation from the Sunrise Rotary
Donation Fund Expenditures			
512-3501-00-2125	Materials & Supplies	1,300.00	Animal Shelter injection supplies
512-3501-18-2125	Equipment & Supplies	37,000.00	Animal shelter (washer, printers, software, medication, etc...)
512-7001-00-3305	Special Programs	8,500.00	Kaboom project
512-7001-02-2125	Supplies	225.00	Senior Center programs
		Budget	

Account Numbers	Account Descriptions	Adjustments	Reasons
Senior Fund Revenues			
513-409150	Senior Activities	5,621.17	Revenue receipts exceeded budget
513-409155	Receipts for fuel	583.00	Revenue receipts exceeded budget
513-409165	Ticket Sales	137.00	Revenue receipts exceeded budget
Senior Fund Expenditures			
513-7001-02-2277	Country Dance Supplies	800.00	Senior Center
513-7001-02-2278	Senior Activities	8,700.00	Senior Center
Cemetery Fund Expenditures			
511-1007-00-7100	Interfund Transfer	350.00	Cemetery Fund departmental transfer
TIRZ Revenues			
802-400005	Tax Receipts	8,002.59	TIRZ #2 Fund revenues exceeding original budget
804-400006	Interfund Transfers	7,494.32	Kendall Lake TIRZ RD Fund revenues exceeding original budget
TIRZ Expenditures			
802-8501-00-3105	Interfund Transfers	3,100.00	Transfers to Kendall Lakes TIRZ Redevelopment Authority Fund



AGENDA COMMENTARY

Meeting Date: 11/19/2015

Department: Police

Contact: Chief Robert E Lee

Agenda Item: Consider Resolution 15-R-21; authorizing the creation of the Gulf Coast Regional 9-1-1 Emergency Communication District under the administration of the Houston-Galveston Area Council (HGAC) for the counties of: Brazoria, Chambers, Colorado, Liberty, Matagorda, Walker, Waller, and Wharton.

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary: The City of Alvin's 9-1-1 system is funded from the monthly \$0.50 9-1-1 service fee identified by telephone accounts. This fee is collected by the phone carrier and then paid directly to the Texas Comptroller of Public Accounts, which collects 7% of the revenue as "administrative fees". Further fees or divertments are made or taken as the funds work their way through appropriations and ultimately to HGAC, which oversees their use. According to HGAC, only 40%-70% of 9-1-1 fees collected in our area are returned to our area. The creation of a Gulf Coast Regional 9-1-1 Emergency Communication District, administered by HGAC, would cause those collected fees to be paid directly to HGAC for use in the District in which they were collected; thereby eliminating the loss of 30%-60% of designated funds. The net result will be more funds available to upgrade/repair our local 9-1-1 system.

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

Account Number: _____ **Amount:** _____

Legal Review Required: N/A ___ Required x Date Completed: November 11, 2015

Supporting documents attached: Resolution 15-R-21

Recommendation: Move to approve Resolution 15-R-21 authorizing the creation of Gulf Coast Regional 9-1-1 Emergency Communication District.

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-21

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS AUTHORIZING THE CREATION OF THE GULF COAST REGIONAL 9-1-1 EMERGENCY COMMUNICATIONS DISTRICT

WHEREAS, Chapter 772, Subchapter H, of the Texas Health and Safety Code, cited as the Regional Emergency Communications District Act (the "Act"), provides for the creation of a Regional Emergency Communications District; and

WHEREAS, the Act applies to a state planning region established under Chapter 391 of the Texas Local Government Code with a population of under 1.5 million, composed of counties and municipalities that operate a 9-1-1 system solely through a regional planning commission; and

WHEREAS, the Act requires that the governing bodies of each participating county and municipality in the region adopt a resolution approving the creation of the Regional Emergency Communications District (the "District"); and

WHEREAS, as of September 1, 2015, the City of Alvin exclusively receives 9-1-1 system services operated through the Houston-Galveston Area Council, a regional planning commission; **NOW, THEREFORE**,

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

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That the City authorizes the creation of the Gulf Coast Regional 9-1-1 Emergency Communications District.

Section 3. That this resolution shall take effect immediately from and after its passage, in accordance with the provisions of the State Statutes of the State of Texas.

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

PASSED AND APPROVED on this the _____ day of _____, 2015.

ATTEST:

CITY OF ALVIN, TEXAS

By: _____
Dixie Roberts, City Clerk

By: _____
Paul A. Horn, Mayor



AGENDA COMMENTARY

Meeting Date: 11/19/2015

Department: City Clerk

Contact: Dixie Roberts, City Clerk

Agenda Item: Consider Resolution 15-R-29; casting votes for the Board of Directors of the Brazoria County Appraisal District.

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary: At the October 1, 2015 meeting, City Council nominated Tommy King as a candidate to serve on the Brazoria County Appraisal District (BCAD) Board of Directors. The board is composed of five members who serve two-year terms, all of which expire December 31, 2015.

Each governing body within Brazoria County is allotted a certain number of votes to cast toward the nominated candidates on the ballot. The City of Alvin has been allotted 75 votes. The governing body of the taxing unit may cast its vote for one candidate or distribute the votes among any number of the nominated candidates. Each voting unit must vote by written resolution and submit to the Chief Appraiser before December 15, 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, but does not wish to continue his service. However, his name was placed on the ballot.

Ballot:

1. William (Bill) Hasse
2. Tommy King
3. Rubye Jo Knight
4. Gail Robinson
5. Glenn Salyer
6. Susan Spoor
7. Bob Welch

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

Account Number: _____ **Amount:** _____

Legal Review Required: N/A Required ___ **Date Completed:** November 11, 2015

Supporting documents attached:

- Resolution 15-R-29
- BCAD Ballot Information

Recommendation: Move to approve Resolution 15-R-29; casting _____ votes for _____ to serve as a member(s) of the Board of Directors of the Brazoria County Appraisal District.

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-29

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS CASTING VOTES FOR CANDIDATES FOR THE BOARD OF DIRECTORS OF THE BRAZORIA COUNTY APPRAISAL DISTRICT.

WHEREAS, the official ballot containing the names of the duly nominated candidates for the Board of Directors of the Brazoria County Appraisal District has been received from the Chief Appraiser of the Brazoria County Appraisal District; and

WHEREAS, the City Council may cast all of its votes for one candidate or distribute the votes among any number of candidates; and

WHEREAS, the City Council of the City of Alvin, Texas must provide official notification to the Brazoria County Appraisal District of both the distribution of its votes and the total number of votes cast; **NOW THEREFORE**,

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

Section 1. That the City Council hereby casts a total of 75 votes to be allocated as follows:

(1)	William (Bill) Hasse	(1)	_____ votes
(2)	Tommy King	(2)	_____ votes
(3)	Ruby Jo Knight	(3)	_____ votes
(4)	Gail Robinson	(4)	_____ votes
(5)	Glenn Salyer	(5)	_____ votes
(6)	Susan Spoor	(6)	_____ votes
(7)	Bob Welch	(7)	_____ votes

Section 2. That the official Ballot of the Brazoria County Appraisal District Board of Directors Election 2016-2017, a copy of which is attached as Exhibit "A", shall be completed in accordance with the action taken by the City Council.

Section 3. That the Official Ballot shall be returned to the Brazoria County Appraisal District before December 15, 2015.

PASSED and APPROVED on this the _____ day of _____, 2015.

ATTEST:

CITY OF ALVIN, TEXAS

By: _____
Dixie Roberts, City Clerk

By: _____
Paul A. Horn, Mayor

BRAZORIA COUNTY APPRAISAL DISTRICT

MEMBERS OF THE BOARD

Ro'Vin Garrett
William Hasse
Ruby Jo Knight
Gail Robinson
Glenn Salyer
Susan Spoor

CHIEF APPRAISER

Cheryl Evans
500 N. Chenango
Angleton, Texas 77515
979-849-7792
Fax 979-849-7984

Rec'd
10/28/15

October 21, 2015

Honorable Paul Horn
Mayor of Alvin
216 W. Sealy
Alvin, TX 77511

Dear Honorable Paul Horn,

Thirty-three voting taxing units were entitled to submit by written resolution, nominations to fill the five member board of directors of the Brazoria County Appraisal District. Attached is the official ballot with the nominations we received.

CITY OF ALVIN IS ENTITLED TO CAST 75 VOTE(S).

Each voting unit must vote by Written Resolution and submit it to the chief appraiser before **December 15, 2015**. The governing body of the taxing unit may cast all of its votes for one candidate or distribute the votes among any number of candidates. When you add the column of your votes, your total should not be greater than your allotted number.

A voting unit must cast its votes for a person nominated and named on the ballot. There is no provision for write-in candidates. The chief appraiser may not count votes cast for someone not listed on the official ballot.

Complete the ballot and return to Cheryl Evans, Chief Appraiser, 500 North Chenango, Angleton, Texas 77515, along with an Attached Written Resolution before **December 15, 2015**. If you have any questions about the format of your resolution or any other matter, give me a call immediately.

It is important that you return your Ballot and Resolution to the chief appraiser before **December 15, 2015**, so that we may count the votes, declare the winners, and notify all taxing units and candidates of the results.

Sincerely,



Cheryl Evans
Chief Appraiser

CE/td
Enclosure

**BRAZORIA COUNTY APPRAISAL DISTRICT
BOARD OF DIRECTORS ELECTION 2016-2017**

OFFICIAL BALLOT

<u>NOMINATIONS/CANDIDATES</u>	<u>VOTE(S) CAST</u>
1. <u>William (Bill) Hasse</u>	1. _____
2. <u>Tommy King</u>	2. _____
3. <u>Ruby Jo Knight</u>	3. _____
4. <u>Gail Robinson</u>	4. _____
5. <u>Glenn Salyer</u>	5. _____
6. <u>Susan Spoor</u>	6. _____
7. <u>Bob Welch</u>	7. _____

PLEASE ATTACH YOUR RESOLUTION TO THIS FORM

SUBMITTED BY: _____

VOTES ENTITLED TO: _____

VOTES CAST: _____

RESOLUTION NO. _____

WHEREAS, the official ballot containing the names of the duly nominated candidates for the Board of Directors of the Brazoria County Appraisal District has been received from the Chief Appraiser of the Brazoria County Appraisal District; and

WHEREAS, the _____ wishes to cast its votes thereon;

NOW, THEREFORE, BE IT RESOLVED, the _____ does hereby determine and cast its votes for the candidates for the Board of Directors of the Brazoria County Appraisal District as follows:

BE IT FURTHER RESOLVED that the official ballot be marked in accordance with this resolution and returned to the Chief Appraiser of the Brazoria County Appraisal District with a copy of this resolution attached hereto prior to December 15, 2015.

PASSED AND APPROVED this _____ Day of _____, 2015.

Presiding Officer

ATTEST:

Secretary



AGENDA COMMENTARY

Meeting Date: 11/19/2015

Department: Finance

Contact: Junru Roland, Asst. City Manager/CFO

Agenda Item: Consider Resolution 15-R-27; adopting the City of Alvin Purchasing Card Policy and Procedural Manual providing for an effective date, and setting forth other related matters.

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary: Efficiencies in the City's purchasing process are gained through the use of purchase cards. The following are situations where the use of purchase cards will allow for better productivity and savings:

- Local vendors are paid on a timelier basis
- May increase speed in obtaining materials
- Fewer checks are written
- Purchases can be directly traced to the cardholder

This policy is intended to be consistent with the City's Purchasing Policy, and allows the City to maintain the controls necessary for such card program. In addition, this policy establishes regulations for the use of city purchase cards in order to maintain a clear accounting for purchases made with these cards. These guidelines will reduce the potential misuse of cards and provide employees with a flexible and convenient method to make purchases for the City of Alvin.

The Assistant City Manager/Chief Financial Officer in consultant with Department Heads and the City Controller will determine which personnel will be assigned cards and any restrictions that will pertain to the individuals' cards. Refer to *Schedule A* for a current list of employees who have been issued cards.

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:** November 11, 2015

Supporting documents attached:

- Resolution 15-R-27
- Purchasing Card Program Policy and Procedural Manual
- Schedule A – Issued Purchasing Cards.

Recommendation: Move to approve Resolution 15-R-27; adopting the City of Alvin Purchasing Card Policy and Procedural Manual.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

RESOLUTION 15-R-27

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN,
TEXAS ADOPTING THE CITY OF ALVIN PURCHASING CARD POLICY
AND PROCEDURAL MANUAL**

WHEREAS, the City of Alvin has a responsibility to maintain stewardship over the financial resources that are used to deliver government services; and

WHEREAS, the adoption of a purchasing card program will create efficiencies in purchasing and reduce the demand on manual checks and the use of petty cash; and

WHEREAS, the City of Alvin needs to ensure proper usage and administration of the program through the adoption of a Purchasing Card Policy; **NOW THEREFORE**,

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

Section 1. The City of Alvin does hereby adopt the City of Alvin Purchasing Card Policy and Procedural Manual and attached here to as Exhibit "A".

Section 2. Open Meetings Act. 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 on this the ____ day of _____ 2015.

ATTEST:

CITY OF ALVIN, TEXAS:

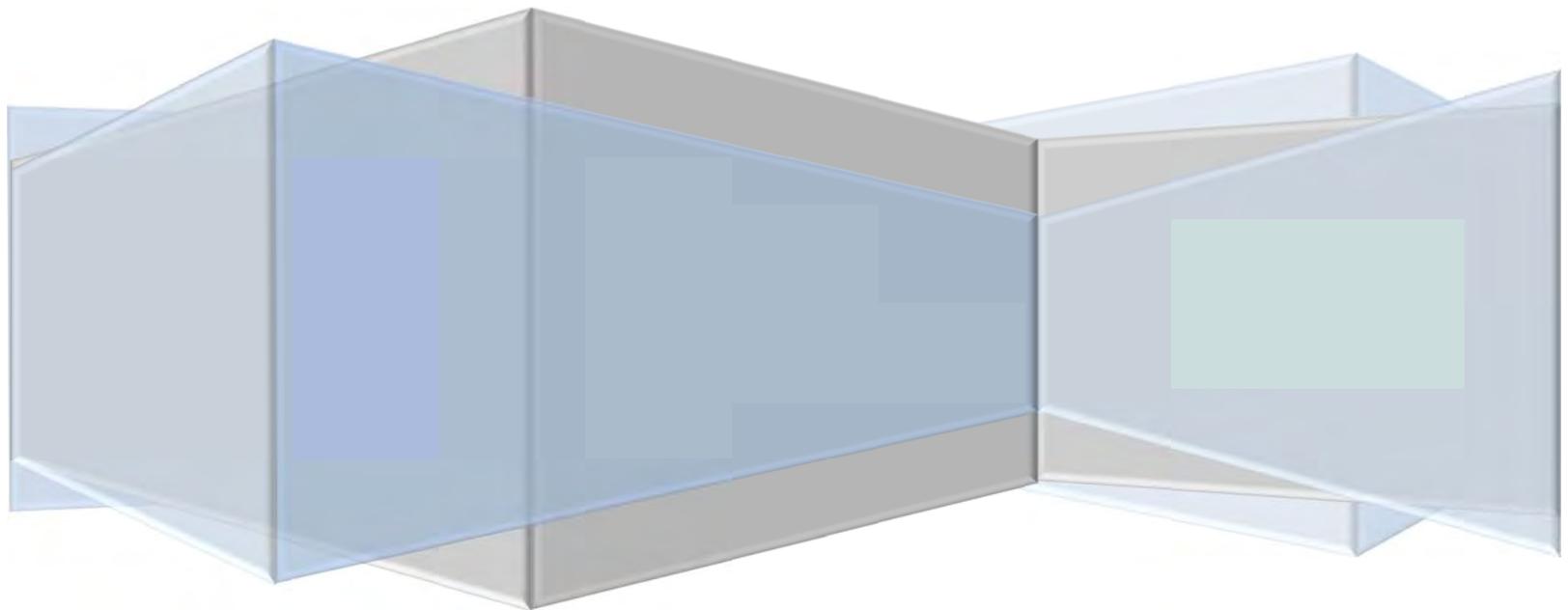
By: _____
Dixie Roberts, City Clerk

By: _____
Paul A. Horn, Mayor

City of Alvin, Texas

Purchasing Card Program

Policies and Procedural Manual



CITY OF ALVIN PURCHASING CARD PROGRAM

CARDHOLDER MANUAL

Introduction

Welcome to the Purchasing Card Program. This program is designed to help better manage low-dollar purchases; and also brings many benefits to employees, the City of Alvin, and its vendors.

The success of the Purchasing Card Program and its continuing use depends on your participation and cooperation. Please be sure to read and follow the program guidelines as specified within this manual.

What is the Purchasing Card?

The Purchasing Card is a credit card that can be used for small purchases. It is a fast, flexible new purchasing tool which offers an alternative to the existing purchasing processes and provides an extremely efficient and effective method for purchasing and paying for small dollar items or for travel-related expenses programmed on an individual basis as approved by the Department Director. **The purchasing card is to be used only for official city business.**

The purchasing card will enable you to purchase non-restricted commodities, by telephone, online, or in person directly from the vendors. It will eventually decrease the need for issuing low dollar purchase orders, check requests and blanket orders.

The Purchasing Card program brings many benefits to:

The City of Alvin – The purchasing card program provides a cost-efficient, alternative method for purchasing low-dollar supplies for the City of Alvin. Built-in card features make the program easy to control and manage and reduces processing costs at all levels by reducing the number of purchase orders, invoices, and checks. The purchasing card enables all departments to focus on higher value-added activities.

Vendors – The purchasing card will be welcomed by vendors. When vendors accept the card for business purchases, vendors need not send statements/duplicate invoices to the City; and they will receive payment directly from the card issuer within 48 hours.

CITY OF ALVIN PURCHASING CARD PROGRAM

CARDHOLDER MANUAL

PARTIES INVOLVED

Card Issuer – The issuing bank of the purchasing card.

City of Alvin – Arranges with the card issuer to have purchasing cards issued to approve employees and agrees to accept liability for the employees' proper use of the cards.

Department Head – City employee who must approve employees' request for purchasing cards -- including authorizing travel expenses -- assign Departmental Liaison, and submit application to the Purchasing Card Administrator. The Department Head delegates transaction authority to the cardholder. The Department Head must also approve the charges incurred by the Department Liaison and all staff.

Department Liaison – An employee in each department designated by the Department Head to be responsible for reviewing transactions of individual cardholders to make sure the transactions are legitimate business expenses and provide the necessary documentation for purchases on the purchasing card. This person is the sole contact for each department to Finance.

Purchasing Card Administrator – Employee designated by the Assistant City Manager/CFO who coordinates the purchasing card program for the City and acts as the City's intermediary in correspondence with the card issuer.

Cardholder – An employee of the City of Alvin who is approved by his/her Department Head to use the Purchasing Card to execute purchase transactions on behalf of the City.

Vendor – The merchant from whom a cardholder is making a purchase.

CARDHOLDER ELIGIBILITY

Criteria to receive a purchasing card are as follows:

- Applicant must be an employee of the City of Alvin
- Applicant's request for a purchasing card must be approved by his/her Department Head.
- Applicant must be assigned a Departmental Liaison selected by his/her Department Head
- Applicant must sign the Purchasing Card Agreement (Attachment 1)

CITY OF ALVIN PURCHASING CARD PROGRAM

CARDHOLDER MANUAL

CARDHOLDER RESPONSIBILITIES

The cardholder must use the purchasing card for legitimate business purposes only. The purchasing card may not be used for personal expenses, entertainment, cash, or any of the restricted commodities as included in the Purchasing Card Program Cardholder Manual or City purchasing policy. Misuse of the card will subject cardholder to disciplinary action in accordance with the City's policies and procedures relating to disciplinary action and termination for cause. The cardholder must:

- Ensure the purchasing card is used for legitimate business purposes only.
- Maintain the purchasing card in a secure location at all times.
- Not allow other individuals to use the purchasing card.
- Obtain and reconcile all sales slips, register receipts, and/or purchasing card slips to the card issuer's cardholder statement and provide the same to the Departmental Liaison for reconciliation, approval and allocation of transactions in a timely manner.
 - Detailed receipts -- not just charge slips -- should be submitted to the Liaison, showing the specific items purchased, along with the business purpose for the item(s) purchased. A copy of a detailed receipt should be requested if the merchant does not automatically provide this.
- Attempt to resolve disputes or billing errors directly with the vendor and notify the Department Liaison if the dispute or billing error is not satisfactorily resolved by following dispute procedures (Attachment 2).
- Ensure that an appropriate credit for the reported, disputed item or billing error appears on a subsequent cardholder statement.
- Not accept cash in lieu of a credit to the purchasing card account.
- Immediately report a lost or stolen card to the card issuer and to the Departmental Liaison.
- Return the purchasing card to the Departmental Liaison upon terminating employment with the City.
- Report erroneous and emergency transaction needs to the Departmental Liaison during normal business hours.

CITY OF ALVIN PURCHASING CARD PROGRAM

CARDHOLDER MANUAL

DEPARTMENTAL LIAISON RESPONSIBILITIES

Each Department Head must designate one Departmental Liaison for his/her department. The responsibilities of the Departmental Liaison include:

- Reviewing vendor receipts and reconciling the monthly cardholder statements.
 - If the receipts are not presented to the Liaison in a timely manner, it is the Liaison's responsibility to follow-up with the cardholder to obtain the receipts.
 - The Liaison must make sure that all receipts are in the Liaison's file monthly.
- Reviewing usage of purchasing card data for appropriateness.
- Attempting to resolve any disputes with vendor and/or the card issuer that is not resolved by the cardholder.
- Notifying the Purchasing Card Administrator in 3 to 5 days of any unresolved disputes.
- Notifying the Purchasing Card Administrator of lost/stolen cards or fraudulent charges.
- Requesting the Purchasing Card Administrator to cancel a cardholder's card (e.g. terminated employees and loss of purchasing card privileges) as approved by the Department Head.
- Collecting cancelled cards from cardholders and forwarding the cancelled card to the Purchasing Administrator.
- Assisting cardholders with erroneous declines and emergency transactions.

CITY OF ALVIN PURCHASING CARD PROGRAM

CARDHOLDER MANUAL

PURCHASING CARD ADMINISTRATOR RESPONSIBILITIES

The Assistant City Manager/CFO will assign a Purchasing Card Administrator to be responsible for the over-all Purchasing Card Program. The responsibilities of the Purchasing Card Administrator include:

- Being the City's Liaison to the card issuer.
- Utilizing card issuer's software.
- Ensuring that Departmental Liaisons are educated and trained.
- Reviewing department-approved applications for completeness of required information.
- Submitting completed applications to the card issuer.
- Having the cardholder sign the Purchasing Card Agreement (Attachment 1), signifying agreement with terms of the purchasing card program.
- Obtaining a purchasing card from the card issuer, and releasing the new purchasing cards to the cardholder's Department Head and/or the Department Liaison after all requirements are met.
- Handling disputed charges/discrepancies not resolved by the cardholder or Department Liaison.
- Securing revoked purchasing cards; and submitting information to the card issuer.
- Ensuring that lost or stolen cards have been blocked by the card issuer.
- Assisting the Departmental Liaison with erroneous declines and emergency transactions.
- Forwarding vendor set-up requests to the card issuer.

1. Requirements for Receiving a Purchasing Card

CITY OF ALVIN PURCHASING CARD PROGRAM

CARDHOLDER MANUAL

Before receiving a purchasing card, the employee is required to sign the *Purchasing Card Agreement* (Attachment 1), and the *Purchasing Card Application* (Attachment 1B). By signing this agreement, the employee indicates that he/she understands the intent of the program, and will comply with all guidelines of this manual, as well as the City of Alvin policies and procedures relating to the expenditure of funds.

2. Procedures for Obtaining a Purchasing Card

- *Prospective cardholder* – Complete the *Purchasing Card Agreement* and the *Purchasing Card Application* form; then submit it to the Department Head for approval.
- *Department Head* – Verify, sign, and forward the Purchasing Card Agreement to the Program Administrator.
- *Program Administrator* – Verify, sign, and forward the Purchasing Card Agreement to the Assistant City Manager/CFO for approval; then to the card issuer for processing. Upon receipt of the purchasing card, the Program Administrator issues the card to the Department Head and/or Department Liaison, who will subsequently issue the card to the prospective cardholder.

3. Purchasing Card Maintenance and Closure

All contact with the card issuer for card set-up, maintenance and closure (except for reporting lost or stolen cards) will be handled by the Purchasing Card Administrator.

The Purchasing Card Administrator may close an account if a cardholder: (a) moves to a new job in which a purchasing card is not required, (b) terminates employment or (c) for any of the following reasons which will also subject the cardholder to disciplinary action in accordance with City of Alvin policies and procedures relating to disciplinary action and termination for cause:

- The purchasing card is (intentionally) used for personal or unauthorized purposes.
- The purchasing card is used to purchase alcoholic beverages or any substance, material, or service which violates policy, law or regulation pertaining to the City of Alvin.
- The cardholder allows the card to be used by another (unauthorized) individual.
- The cardholder splits a purchase to circumvent the limitations of the purchasing card or state-law bidding provisions.
- The cardholder uses another cardholder's card to circumvent the purchase limit assigned to either cardholder or the limitations of the purchasing card.
- The cardholder fails to provide the Departmental Liaison with required receipts.
- The cardholder fails to provide, when requested, information about any specific purchase.
- The cardholder does not adhere to all of the purchasing card policies and procedures.

A request for closing a cardholder account will be submitted to the card issuer by the Purchasing Card Administrator. *If a plastic card exists for the purchasing card account being closed, it should be returned to the Departmental Liaison immediately.*

4. Purchasing Card Use

CITY OF ALVIN PURCHASING CARD PROGRAM

CARDHOLDER MANUAL

The City of Alvin's purchasing policies and procedures shall be followed when using the purchasing card system. The purchasing card is to be used only for City business. City of Alvin spending parameters for each purchasing card issued are \$3,000 per transaction (including handling charges, freight and/or transportation). The City will adjust per transaction limits as determined by demonstrated need and with the Department Director's approval.

5. Restrictions

Purchasing cards may not be used for:

- Personal use
- Cash advances and cash refunds
- Separate, sequential and component purchases, or any transaction made with the intent to circumvent the City's purchasing policy or state law
- Firms or establishments of the following type:
 - Betting Parlors (including lottery tickets, casino gaming chips etc..)
 - Alcoholic Beverage Package Stores, Beer, Wine, Liquor
 - Financial Institutions – Manual or Automated Cash Disbursements
- Any other purchases excluded in the purchasing policy or the travel policy.

6. Cardholder Liability

The purchasing card is a corporate charge card and will not affect your personal credit. It is your responsibility to ensure that the card is used within stated guidelines of the Purchasing Card Manual. Failure to comply with program guidelines may result in permanent revocation of the card, notification of the situation to management, and disciplinary action in accordance with the City's policies and procedures relating to disciplinary action and termination for cause.

7. Purchasing Card Security

Cardholders should always treat the City of Alvin's purchasing card with at least the same level of care as one does their own personal credit card(s). The purchasing card should be maintained in a secure location and the purchasing card account number should be carefully guarded. The only person entitled to use the purchasing card is the person whose name (or department, if no name) appears on the face of the card.

8. Lost, Misplaced, or Stolen Purchasing Cards

Report any lost, misplaced or stolen purchasing card immediately to the card issuer. Representatives are available to assist you 24 hours a day, 365 days a year. Be sure to immediately notify your Department Liaison about the lost, misplaced or stolen card. The Department Liaison should then notify the Purchasing Card Administrator.

9. Completing a Purchasing Card Transaction

CITY OF ALVIN PURCHASING CARD PROGRAM

CARDHOLDER MANUAL

Follow these general guidelines when using the purchasing card or account number to make a purchase:

- Determine if the intended purchase is within the City's spending and vendor guidelines.
- For face to face transactions, provide the vendor with your purchasing card; for telephone or online orders, give the vendor your account number, expiration date, and security code if requested.
- It is the cardholder's responsibility to notify the merchant of the City's tax exempt status. **Any sales tax erroneously charged should be refunded by the merchant or disputed using the Cardholder Statement of Disputed Item (Attachment 2).**
- Obtain a copy of the charge slip, sales receipt and/or packing slips; and reconcile to the cardholder statement.
- Provide cardholder statement with attached receipts to the Departmental Liaison.

10. Erroneous Declines

There may be certain situations when a vendor receives a decline message when processing your purchasing card transaction. If you do not know the reason for the decline or if the declined charge was in error, contact the Purchasing Card Administrator for an explanation. If the purchase is being made outside of normal business hours, the employee must find an alternative payment method or terminate the purchase and contact the Purchasing Card Administrator during normal working hours.

11. Emergency Transactions

Emergency transactions over \$3,000 can be handled by using the purchasing card with prior approval of the Department Head. For any transaction that does not meet the spending controls assigned to the card, the Department Liaison should contact the Purchasing Card Administrator for assistance to temporarily release the controls; or use a purchase order.

12. Credits

The vendor should issue a credit to your card account for any item they have agreed to accept for return. Documentation of the return (i.e. credit receipt) should be issued by the vendor. This credit will appear on a subsequent statement. **Under no circumstances should you accept cash in lieu of a credit to the purchasing card account.**

13. Disputes & Billing Errors

Cardholders should always attempt to resolve any disputes or billing errors directly with the vendor. In most cases, the vendor will issue a credit to the card account. If an agreement cannot be reached with the vendor, the cardholder should contact the Department Liaison; who will then contact the Purchasing Card Administrator. See the Dispute Form (Attachment #2) which may be required by the card issuer for disputed transactions.

Disputes & Billing Errors (continued)

**CITY OF ALVIN PURCHASING CARD PROGRAM
CARDHOLDER MANUAL**

During the investigation, a credit will be issued to the cardholder's account for the amount questioned. **Upon completion of the investigation, if the dispute is not settled in the cardholder's favor, the account will be charged for the disputed transaction amount.**

14. Sales Tax

It is the responsibility of the cardholder to advise the merchant at the time of purchase of the City's tax-exempt status. All cardholders should carry with them a tax-exempt certificate verifying our status in case the merchant is a new vendor to the City. These certificates are available in the Finance Department.

NOTE: Food purchases from local and travel restaurants and stores are not exempt from sales tax.

15. Audits

The Department Liaison, the Purchasing Card Administrator, and/or the City Auditor will perform audits of compliance with the guidelines of the purchasing card program, city policies and procedures relating to the expenditure of funds, as well as cardholder statements and other required documentation.

PURCHASING CARDHOLDER AGREEMENT

**CITY OF ALVIN PURCHASING CARD PROGRAM
CARDHOLDER MANUAL**

ATTACHMENT 1

The purchasing card is to be used only to make purchases at the request of and for the legitimate business benefit of the City of Alvin.

The purchasing card must be used in accordance with the provisions of the Purchasing Card Program Cardholder Manual and in accordance with the purchasing card policies and procedures established by the City of Alvin. This card may not be used for personal purchases under any circumstances.

Violations of these requirements may result in revocation of use privileges and/or disciplinary action, up to and including termination of employment. Employees who are found to have inappropriately used the purchasing card will be required to reimburse the City for all costs associated with such improper use.

Monthly Credit Limit: _____

Department: _____

Employee Requesting Card

(Print Cardholder Name)

Cardholder Signature: _____

Department Director Signature: _____

Date: _____

Department Liaison Assigned: _____

Received by:

(Purchasing Card Administrator)

SCHEDULE A

City of Alvin Active Credit Card Listing Citi/State of Texas Commercial Card Program

Department	Card Number	Card Type	Cardholder
City Attorney	xxxx xxxx xx54 0979	Purchasing Card	City Attorney- B. Kacz
City Clerk	xxxx xxxx xx95 7248	Purchasing card	City Clerk- D. Roberts
City Council	xxxx xxxx xx54 0649	Travel Card	City Council (held by D. Roberts)
City Manager	xxxx xxxx xx42 2929	Purchasing card	City Manager- S. Breland
CVB	xxxx xxxx xx54 0961	Purchasing card	CVB Director- J. Siggers
EDC	xxxx xxxx xx54 0953	Purchasing Card	EDC Director- Larry Buehler
EMS	xxxx xxxx xx54 9111	Gas Card	EMS (unassigned)
EMS	xxxx xxxx xx54 0847	Gas Card	EMS (unassigned)
EMS	xxxx xxxx xx54 9129	Gas Card	EMS (unassigned)
EMS	xxxx xxxx xx54 9103	Gas Card	EMS (unassigned)
EMS	xxxx xxxx xx54 0995	Purchasing Card	EMS Director- R. Schmitz
Engineering	xxxx xxxx xx54 0938	Purchasing card	City Engineer- M. Segovia
Finance	xxxx xxxx xx46 1084	Purchasing card	Finance Department (unassigned)
Finance	xxxx xxxx xx47 5597	Purchasing Card	Assistant City Manager/CFO- J. Roland
Fire Dept	xxxx xxxx xx54 9053	Gas/Travel Card	Fire Fighter I- J. Cargile
Fire Dept	xxxx xxxx xx54 9087	Gas/Travel Card	Assistant Fire Marshal- J. Dahse
Fire Dept	xxxx xxxx xx54 9046	Purchasing Card	Fire Chief- R. Klesel
Fire Dept	xxxx xxxx xx54 0789	Gas/Travel Card	Fire Department (unassigned)
Fire Dept	xxxx xxxx xx54 9079	Gas/Travel Card	Fire Department (unassigned)
Fire Dept	xxxx xxxx xx54 9095	Gas/Travel Card	Assistant Fire Chief- K. Hunting
Fire Dept	xxxx xxxx xx54 9061	Gas/Travel Card	Fire Marshal- M. Cornell
Fire Dept	xxxx xxxx xx12 1491	Purchasing Card	Fire Department (unassigned)
Human Resources	xxxx xxxx xx80 4697	Purchasing Card	HR Manager- J. Padilla
Information Technology	xxxx xxxx xx69 5856	Purchasing Card	IT Manager- G. Simpson
Parks	xxxx xxxx xx54 0946	Purchasing Card	Parks & Recreation Director- D. Kelinske
Police	xxxx xxxx xx54 8931	Gas Card	Unassigned (held by Q. Arendell)
Police	xxxx xxxx xx54 8949	Gas Card	Unassigned (held by C. Fontenot)
Police	xxxx xxxx xx54 8956	Gas Card	Assigned to Lieutenant B. Trent
Police	xxxx xxxx xx54 8964	Gas Card	Unassigned (held by C. Fontenot)
Police	xxxx xxxx xx54 8972	Gas Card	Assigned to Lieutenant S. Gilcrease
Police	xxxx xxxx xx54 8980	Gas Card	Assigned to Lieutenant S. Sewell
Police	xxxx xxxx xx54 8998	Gas Card	Assigned to Lieutenant T. Hubbard
Police	xxxx xxxx xx54 9004	Gas Card	Unassigned (held by Q. Arendell)
Police	xxxx xxxx xx54 9012	Gas Card	Assigned to Lieutenant M. Farmer
Police	xxxx xxxx xx54 0656	Gas Card	Unassigned (held by C. Fontenot)
Police	xxxx xxxx xx54 9020	Gas Card	Unassigned (held by C. Fontenot)
Police	xxxx xxxx xx54 9038	Gas Card	Unassigned
Police	xxxx xxxx xx54 0623	Travel Card	Captain C. Fontenot
Police	xxxx xxxx xx54 1019	Purchasing Card	Unassigned
Police	xxxx xxxx xx54 0912	Purchasing Card	Captain- C. Fontenot
Police	xxxx xxxx xx54 8923	Gas Card	Unassigned (held by Q. Arendell)
Police	xxxx xxxx xx57 1247	Purchasing Card	Police Chief- R. Lee
Police	xxxx xxxx xx65 4563	Purchasing Card	Captain- Q. Arendell
Police	xxxx xxxx xx82 7581	Purchasing Card	PD Information Systems Manager- J. Schauer
Police	xxxx xxxx xx23 5784	Purchasing Card	Alvin Police Department K9
Police	xxxx xxxx xx48 5736	Purchasing Card	Animal Shelter Manager- A. Miller
Public Works	xxxx xxxx xx54 0631	Travel Card	Public Works (unassigned)
Public Works	xxxx xxxx xx46 0953	Purchasing Card	Public Works Director- B. Smith
Public Works	xxxx xxxx xx13 4247	Purchasing Card	Public Works (unassigned)

Total of 49 Cards



AGENDA COMMENTARY

Meeting Date: 11/19/2015

Department: City Attorney

Contact: Bobbi Kacz, City Attorney

Agenda Item: Consider Resolution 15-R-28; adopting the City of Alvin Travel Policy, providing for an effective date, and setting forth other related matters.

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

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 (i.e., law).

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

Supporting documents attached:

- Resolution 15-R-28
 - Travel Policy
 - Chart of proposed changes to Travel Policy
-

Recommendation: Move to Resolution 15-R-28; adopting the City of Alvin Travel Policy, providing for an effective date, and setting forth other related matters.

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-28

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ADOPTING THE CITY'S TRAVEL POLICY; ESTABLISHING AN EFFECTIVE DATE; AND SETTING FORTH OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Alvin's Travel Policy is formulated to protect the interest of the City of Alvin and ensure consistent treatment for all employees and City Council; and

WHEREAS, Ordinance 15-T repealed all prior ordinances that adopted the prior Travel Policy; and

WHEREAS, the City of Alvin's Travel Policy, attached hereto as Exhibit "A" (and incorporated herein by reference), upon review and consideration by the City Council approves and authorizes the adoption of the Travel Policy; **NOW, THEREFORE**,

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

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

Section 2. Proceedings. That the City of Alvin Travel Policy attached hereto as Exhibit "A" is hereby adopted.

Section 3. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't Code*.

Section 4. Effective Date. The Travel Policy shall take effect upon the passage of this resolution.

PASSED AND APPROVED on this the _____ day of _____, 2015.

ATTEST:

CITY OF ALVIN, TEXAS

By: _____
Dixie Roberts, City Clerk

By: _____
Paul A. Horn, Mayor

City of Alvin Travel Policy

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City of Alvin Travel Policy

1. Policy Statement

This Travel Policy has been formulated to protect the interest of the City of Alvin and ensure consistent treatment for all. This policy governs expense allowances for employees, City Council and city representatives who travel on official City business. For purposes of this policy, those traveling on official City business will be referred to as the “traveler”.

2. Scope

Travel includes, but may not be limited to, workshops, seminars, conferences, training and local government networking events. Travelers who travel on official City business and/or to promote the interest of the City are required to adhere to the regulations set forth in this policy. The City will not compensate travel expenses for any traveler whose travel does not promote the interest of the City of Alvin.

3. Authorization for Travel

- 3.1. The primary responsibility for authorizing employee travel and other business related expenses and for enforcement of this policy regarding employee travel rests with the Department Heads. The Department Head is also responsible for ensuring that all requests for and approval of activities requiring travel are official City business relating to the duties and responsibilities of the employee traveler making the request.
- 3.2. The City Manager is authorized to approve travel for Municipal Judges. The Mayor is authorized to approve travel for the City Manager, City Attorney, Council Members and members of the various commissions, boards and committees. The Mayor Pro-Tem is authorized to approve travel for the Mayor. The City Council approves out-of-state travel for Council Members and any non-employee traveling out-of-state on official City business.

4. Approval Guidelines

Travelers are expected to exercise good judgment regarding travel expenses and have proper regard for economy in conducting business away from the City of Alvin.

4.1. Travel Request and Expense Authorization (hereafter called “Travel Authorization”)

Advanced approval must be obtained prior to any travel which requires payment for registration, materials, meals and/or overnight stay. Before making a trip, the traveler must submit a Travel Authorization unless it’s not practical under the circumstances. The Travel Authorization serves as authorization for an individual to take normal working time off to travel on City related business and authorizes any advances to be issued (i.e., hotel expense, meal per diem, mileage, etc.) The Travel Authorization shall be accompanied by pertinent conference brochures, agendas, or schedules of meetings and state the nature of the trip, destination and dates of the beginning and end of official leave and travel cost.

City of Alvin

Travel Policy

4.2. Budgeted Travel

All travel expenditures for employees should be budgeted and approved in advance by the Department Head. Department Heads are not required to obtain the City Manager's approval if the travel expenses were approved during the budget process. Requests for out-of-state travel, for travelers other than Department Heads, or unbudgeted trips for any City employee must be approved by the City Manager.

4.3. Expenses Covered

The expense classifications in Section 5 of this policy are for information and guidance in determining which expenses are appropriate and reasonable when traveling on City business. The list is intended as a guide and is not necessarily all-inclusive. Discretion remains with the City Manager or her designee in approving travel expenses to provide for unusual circumstances.

4.4. Expenses Not Covered

Items specifically prohibited include the purchase of personal items, adult entertainment, alcoholic beverages, pay-for-view movies, health club charges, laundry or dry cleaning charges, etc.

5. Business Travel

Travel on official city business is considered either local business travel or extended business travel.

5.1 Local Business Travel

Local business travel is considered travel that is fifty (50) miles or less from City Hall to the destination site.

5.1.1 Registration fees are eligible expenses for local business travel.

5.1.2 Mileage reimbursement is an eligible expense for local business travel except for an employee receiving a car allowance. Mileage is calculated from City Hall to the destination site. For mileage reimbursement, the traveler must submit a check request and attach a Local Mileage Reimbursement form. This form is strictly used for local business mileage using the traveler's personal vehicle. This form is only for mileage reimbursement and no other expenses can be claimed on this form.

5.1.3 Local business meals are reimbursable with the approval of the Department Head. No advances will be given for local business meals. Only legitimate business meals may be reimbursed. The traveler must provide supporting documentation detailing the date, place, name of individuals attending and the subject matter discussed along with detailed itemized receipts in order to obtain reimbursement for local business meals. If it is determined that a

City of Alvin

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reimbursed meal is not a legitimate business expense, this amount will be considered taxable earnings and added to the traveler's W-2.

5.2 Extended Business Travel

Extended business travel refers to travel that is more than fifty (50) miles from the traveler's work place or City Hall for council members and city representatives. Eligible expenses while traveling on extended business travel are registration, mileage reimbursement (private automobile only), meal per diem allowance, air travel, lodging, car rental and incidental travel expenses.

5.2.1 Registration fees for conferences, seminars and conventions are paid by the City, if deemed as City business. Registration prepaid by the City must include documentation (copy of completed registration form, dates of trip, costs, location, times, etc.). If the registration is not prepaid and the traveler receives the amount as part of his/her travel advance, a registration receipt must be included with supporting material upon submission of the post-travel expense report using the Travel Authorization form.

5.2.2 A traveler traveling on extended business in their private automobile may request mileage reimbursement. The standard business mileage rate as determined by the IRS Publication 463 (www.irs.gov) is used to calculate mileage reimbursement. MapQuest (www.mapquest.com) is used to determine mileage distance and the printed driving directions are required to be submitted with the Travel Authorization prior to travel. Mileage is calculated from City Hall to the destination site. In addition mileage reimbursement may be requested when one must travel from the hotel to an off-site conference/training location. When two or more people are traveling to the same destination, every effort should be made to utilize one vehicle. Reimbursement will be made for one vehicle only, unless prior approval by the Department Head is approved.

5.2.2.1 It is preferred that reimbursement for mileage does not exceed the lowest applicable round trip airfare (including incidental expenses such as cab fares or a rental car), however, it is subject to Department Head approval.

5.2.2.2 An employee receiving a car allowance will not be eligible for mileage reimbursement for travel within 100 miles one-way (200 miles round trip) of City Hall. The Convention Visitors Bureau Director is not eligible to receive mileage reimbursement.

5.2.2.3 Any supplemental mileage shall be paid upon return of the travel and submission of all required supporting documents approved by the Department Head.

5.2.2.4 Insurance coverage is the responsibility of the traveler, as the City will not be responsible for costs incurred due to an accident. Mayor, City Council, City Employees, EMS and Fire Department

City of Alvin

Travel Policy

volunteers are covered for personal injury while traveling on official City business under workers' compensation.

- 5.2.3 Per IRS regulation, per diem rates are only allowed while an employee is traveling away from home on business. The City will use the current Meals & Incidental Expenses Rate (M&IE rate) according to the IRS guidelines at www.gsa.gov/perdiem. Incidental expenses such as tips are provided in the per diem allowance. The Travel Authorization shall include a copy of the appropriate expenses for the specific locale.
- 5.2.3.1 Meals that are included in registration costs (excluding continental breakfast and receptions) or provided at no cost to the traveler are not reimbursable.
- 5.2.3.2 Reimbursement for payment for an alternate meal is an exception if approved by the Department Head. The per diem allowance shall be requested and obtained prior to the event in order to pay for meals.
- 5.2.3.3 Per diems are allowed on a travel day, including a day preceding or following the conference/seminar. Partial day meal reimbursements will be based upon the appropriate per diem rate on days with partial meals provided by the conference/seminar. Per diem allowance shall be requested as part of the Travel Authorization for approval.
- 5.2.3.4 Receipts are not required when using the per diem allowance or the partial day reimbursement.
- 5.2.3.5 Per diems shall be approved by the Department Head.
- 5.2.4 Only "coach" flights will be authorized for air travel to conferences or meetings. Advance purchase, non-refundable tickets are considered standard air travel as well as luggage fees limited to 2 bags per traveler. In some instances, other classes of airfare may be requested but prior approval must be obtained by the Department Head, Assistant City Manager and City Manager. A receipt is required to be submitted as part of the Travel Authorization.
- 5.2.5 Overnight lodging is an eligible expense if the destination is at least fifty (50) miles (one-way) from the traveler's work place or City Hall for council members and city representatives.
- 5.2.5.1 Request for overnight lodging when the seminar/conference destination is within fifty (50) miles of the traveler's work place or City Hall may be allowed subject to the authorizations established in Section 3.
- 5.2.5.2 If attending a conference where a block of rooms is designated for attendees at a reduced rate, the City will pay or reimburse the

City of Alvin

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traveler the reduced rate. If the block room rate is unavailable, then the City will pay the standard room rate at the same hotel or a comparable hotel.

- 5.2.5.3 If a traveler's family member or friend accompanies them on travel, the traveler is expected to pay the difference between the standard room rate and any upgraded rate.
- 5.2.5.4 As a general rule, the day preceding the day in which a conference or seminar begins is considered a travel day. Lodging expense is eligible for the night preceding the conference/seminar. However, if the conference does not begin until mid-day, lodging expense for the preceding night is not eligible. Also, if the return trip home can be made reasonably the same day the conference ends, reimbursement for an additional overnight stay will not be eligible.
- 5.2.5.5 An itemized hotel receipt is required for any overnight stay and it must indicate the room rate.
- 5.2.5.6 Tax exempt forms will be provided upon request from the Finance Department.
- 5.2.6 Car rental at the destination site will be reimbursed if the cost to the City is less than other modes of transportation, such as taxi, bus or shuttle. It is preferred that the traveler use the most economical car available. If shuttles are available to/from airport and conference site, a car rental will be deemed unnecessary. Any exceptions require Department Head approval. A car rental receipt is required to be submitted as part of the post Travel Authorization.
- 5.2.7 Receipts are required for reimbursement of additional expenses. Additional expenses that may be reimbursed include:
 - i. Public transportation (i.e., taxicab, bus, shuttle) between hotel and conference/seminar location, to/from airport and hotel, etc.;
 - ii. Toll fees;
 - iii. Parking for both private (including rental) and city vehicles;
 - iv. Internet access fees for business purposes; and
 - v. Gasoline purchased for private (including rental) and city automobiles.

6. Payment

6.1 Travel Advances

- 6.1.1 The preferred method of payment for travel expenses is the Travel Advance; wherein the traveler is given a check for appropriate travel expenses prior to the date of travel.
- 6.1.2 Travel advances are intended to cover the cost of meals, mileage, parking, and similar out of pocket expenses.

City of Alvin

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6.1.3 Travel Advance requests shall be submitted at least two weeks prior to travel.

6.2 Purchasing cards

6.2.1 The default method of payment for travel expenses is the use of a purchasing card (referred to as a “P card”). The use of the purchasing card is allowed for incidentals if the expenses were not accounted for during the planning of the travel. Upon return, the traveler must attach all receipts to the reconciliation document for all reimbursable travel expenses.

6.2.2 A “P card” should purchase airfare, lodging and registration fees prior to travel and miscellaneous travel expenses such as parking and taxi expenses.

6.3 Post Travel Process. Each traveler is responsible for reconciling their travel expenses which are subject to audit by the Finance Department.

6.3.1 Post-travel expenses will be submitted on the Travel Authorization previously submitted by the traveler prior to their travel. The traveler is required to submit all travel expense documents other than travel advance items no later than ten (10) days upon their return from local or extended business travel. The traveler must have all the proper documentation and receipts attached to the Travel Authorization to avoid a delay in reimbursement or closure of the travel advance. Payment for reimbursements will not be processed without submission of the required documentation.

6.3.2 The Travel Authorization for expense reconciliation is reviewed and verified by the Department Head, then forwarded to Finance Department for final approval.

6.3.3 Additional travel advances for that traveler will not be considered until all outstanding advances, receipts and/or monies for that traveler are submitted to the Finance Department.

6.3.4 In reference to IRS Publication 463, expenses that exceed the limits set forth in this travel policy are considered as not adequately accounted for and must be treated as income on the traveler’s W-2.

6.3.5 The Travel Authorization must reflect only those expenses incurred by the qualified traveler. Falsification of travel expenses shall result in disciplinary action, up to and including termination.

City of Alvin Travel Policy

7 Forms

The following forms are available on the T-Drive:

- Travel Request and Expense Authorization
- Local Mileage Reimbursement
- Local Business Meal Reimbursement

Also Available:

- IRS Meals and Incidental Expenses Breakdown for Per Diem Rates – www.gsa.gov/perdiem
- IRS Publication 463: Travel Entertainment, Gift and car Expenses

8 Frequently Asked Questions

If traveling for 1/2 day or all day on local business travel, does the employee get a per diem for lunch?

No, lunch for local business travel is only allowed if attending an official business function for at least eight (8) hours.

Example: If you attend an eight hour seminar in Pearland, a lunch per diem will be a provided expense if lunch is not provided.

When traveling on extended business travel, is the day before the start of a seminar or conference considered a travel day? Would I be allowed dinner per diem for the travel day?

Depending on the travel time and the start time of the conference, the travel day preceding a conference or seminar may include full day or partial day per diems.

If I attend a seminar where lunch is included with registration but I opt to eat lunch elsewhere, will my meal be reimbursed if submitted with a receipt?

No. If your meal is included with the registration, any meal expense incurred by the employee traveling will not be reimbursable, unless Department Head approval is obtained in advance.

Is an itemized hotel bill needed or is just a receipt acceptable?

An itemized hotel bill is required. A hotel receipt reflecting the advance payment is not acceptable.

Does the City pay for tips to the baggage handlers and waiters?

Yes, however, this amount is included in the per diem rate and cannot be listed separately on the travel expense report.

City of Alvin Travel Policy

Is an employee allowed mileage reimbursement if he/she travels in a city vehicle or a rental car?

No, however, gasoline/fuel is allowed (receipt required) if the employee is using a city vehicle or rental car.

Will the City pay for flight insurance?

No, flight insurance is not a reimbursable expense.

Does the City pay for taxi tips?

Yes, taxi tips are reimbursable with a receipt.

2015 TRAVEL POLICY CHANGES

Section	Revision
Authorizations for Travel	<p>Removed approval required by City Manager.</p> <p>Added provision that each department will be responsible for reconciling their departmental travel expenses prior to audit by the Finance Department and the City Manager will subsequently review all travel expenses after the Finance Department concludes the travel expense audit.</p> <p>CM to approve expenses for Judges. Council approval required <u>prior</u> to travel for commissions, boards and committees.</p> <p>Revised section relating to out-of-state travel; council approval required only for council out-of-state travel.</p>
Travel Advance Card	Deleted entire section, and sections where mentioned in other parts of the policy
Travel Guidelines - Local	Changed Local Travel from within 25 miles to within 50 miles.
Travel Guidelines - Extended	Changed Extended Travel to more than 50 miles
Meal Per Diem Allowance	<p>Added provision that “per diem” prior to the travel is preferred method</p> <p>Revised approval to be by Dept. Head and not CM</p>
Lodging Expense	Changed approval for overnight lodging if destination more than 50 miles – except approval may be granted by DH and CM
Mileage Reimbursement	Changed approval from CM to DH