

## NOTICE OF PUBLIC MEETING

BE IT KNOWN that the **City Council** of the **City of Alvin** will meet in **Regular Session** on **Thursday, January 22, 2015 at 7:00 P.M.** in the **Council Chambers** located on the 2<sup>nd</sup> floor of Alvin City Hall, 216 West Sealy Street, Alvin, Texas, with the following agenda:

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **SPECIAL PRESENTATIONS**
5. **APPROVAL OF MINUTES**

A. Approve minutes of the January 8, 2015 Regular City Council meeting.

6. **PETITIONS OR REQUESTS FROM THE PUBLIC**

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

7. **REPORTS FROM CITIZENS BOARDS, COMMISSIONS, AND COMMITTEES**

8. **PUBLIC HEARING - NONE**

9. **CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION:**

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

A. **Consider Ordinance 15-A (abandoning ROW between 2 parcels that front Dickinson Road)** closing, vacating and abandoning a 200 foot long portion of a 60 foot wide roadway (approximately 12,000 square feet) within Section 15, HT & BRR Co. Survey, Abstract 227, Brazoria County, Texas, Tracts 1 and 2 located in the City of Alvin, Texas, according to Volume 1037, Pages 465 and 467, Deed Records of Brazoria County, Texas; such roadway is within undeveloped land fronting Dickinson Road formerly known as Cemetery Road; authorizing conveyance of the portion of the abandoned roadway by special warranty deed and authorizing the Mayor to sign all related documents; and providing for matters related thereto; second reading.

B. **Consider Ordinance 15-C (budget amendment to fund architectural predesign services of City Hall renovations)** amending the City of Alvin, Ordinance 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 "Budget

Amendment 2" to the original 2014-2015 budget; providing for supplemental appropriation and/or transfer of certain funds as set forth in the attached Exhibit A for the purpose of engaging an Architectural Firm to provide Predesign Architectural Services for the renovation of the Alvin City Hall Building in the amount of \$77,800; and providing for other matters related thereto; second reading.

- C. **Consider Ordinance 14-JJ (amendment to allow upright grave markers)** amending Chapter 5½, Cemeteries, Section 3, of the Code of Ordinances; for the purpose of allowing the placement of upright grave markers/memorials/benches; and the implementation of foundation requirements for such within Oak Park Cemetery; providing an effective date; and setting forth other provisions related thereto; second reading.
- D. Consider closure of City streets for the 2015 Alvin Rotary Club Frontier Day Parade & Car Show on Saturday, April 25, 2015 for the following streets and times:
- Parade - 9:00 a.m.; beginning and ending at the Alvin High School Football Stadium (AHS); Street Closure request along parade route: South on College Dr., E. on Stadium Dr., N. on Johnson St., E. on Adoue, N. on Gordon, W. on Sealy, S. on Johnson, W. on Adoue, South on Second St. ending at AHS stadium parking lot.
  - Car Show - 7:00 a.m. – 4:00 p.m.; National Oak Park; Street Closure Request: Depot Centre Blvd @ E. Sealy St, Depot Centre Blvd @ E. Sidnor St., E. Sidnor St. @ Depot Centre Blvd, E. Sidnor St. @ Magnolia St., Entrance to National Oak Park parking lot @ E. Sidnor St.
- E. Consider approval of out of state travel for Amy Mallett (Utility Billing Supervisor) from May 3 – 6, 2015 to Atlanta, Georgia, to attend the Tyler Tech (Incode) Conference for software training related to Utility Billing.

**10. MATTERS REMOVED FROM CONSENT AGENDA**

**11. OTHER BUSINESS:**

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

- A. Receive and acknowledge the monthly financial report for December, 2014.
- B. Receive and acknowledge the quarterly investment report.
- C. Presentation and discussion from Code Compliance Division on the department's progress and goals.
- D. Consider entering into a Chapter 380 Agreement with Tomasso's Italian Grill and Seafood Market; and authorize Mayor to sign.

- E. **Consider Ordinance 15-F (budget amendment funding a \$5,000 increase to Keep Alvin Beautiful)** amending the City of Alvin, Ordinance 14-AA passed and approved September 11, 2014, same being an ordinance approving and adopting the City of Alvin's budget for fiscal year 2014-15 by approving "Budget Amendment 3" to the original 2014-15 budget; providing for supplemental appropriation and/or transfer of certain funds as set forth in the attached Exhibit A for Keep Alvin Beautiful in the amount of \$5,000; and providing for other matters related thereto - first reading.
- F. **Consider Ordinance 15-G (amendment to reduce the fee charged for a Temporary Food Establishments permit)** amending Chapter 28, Comprehensive Fee Ordinance, of the Code of Ordinances, City of Alvin, Texas for the purpose of reducing the fee amount for permits for Temporary Food Establishments; providing an effective date; and setting forth other provisions related thereto.
- G. Consider a Memorandum of Understanding with Brazoria County Conservation & Reclamation District #3 for the construction of a dry detention pond at Kost Road and South Street; and authorize the Mayor to sign related documents.
- H. Consider Resolution 15-R-02 supporting the expedited construction of "Segment B" of SH 99 (Grand Parkway) in Brazoria County; and setting forth related matters thereto.
- I. Consider Resolution 15-R-03 accepting an allocation of funds in the amount of \$26,269.00 from the Houston-Galveston Area Council for the purpose of upgrading software and hardware in the Alvin Police Department's 911 Dispatch Center.
- J. Consider Resolution 15-R-04 acknowledging and accepting an easement granted to the City of Alvin by Tom Floyd, General Manager of Star State Land, LP for the TxDOT Bridge Replacement project on County Road 51.
- K. Consider the Roofing Material and Services Proposal by Garland/DBS, Inc. to replace the flat roof portion and repair other damaged portions of the roof at the Senior Center in an amount not to exceed \$42,871.00; and authorize the Mayor to sign all relevant documents.
- L. Consider the proposal by Clear the Air for HVAC services to replace one HVAC unit and remove and re-install two HVAC units and a condensing unit during the roof repair project at the Senior Center in an amount not to exceed \$14,957; and authorize the Mayor to sign all relevant documents.
- M. Consider approving the purchase of 8 new vehicles including all necessary equipment from the vehicle replacement fund for a total cost not to exceed

\$293,641.00. These vehicles were budgeted for and approved during the 2014-2015 budget process. The vehicles being purchased are 1- Ford Escape for Capital Improvements, 1- Ambulance for EMS, 1- F-350 Crew for Parks, 1- 12 passenger van for Parks, 1- Fusion for Police CID, 1- F-350 for Police Humane, 2 - F-250 Crew for Streets.

N. Consider resale of trust property located at 4254 County Road 305B, described as Abstract 468, Mary V O'Donnell Tract 3D2, Tax Account 0468-0004-287, to Jose Garza, for the sum of \$14,710.00.

**12. REPORTS FROM CITY MANAGER**

- A. Review preliminary list of items for the Council meeting of February 5, 2015.
- B. Items of Community Interest.

**13. REPORTS FROM COUNCIL MEMBERS**

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

- A. Announcements and requests from Council members.

**14. CLOSED EXECUTIVE SESSION:** The City Council will convene into a closed executive meeting in accordance with the Texas Government Code, pursuant to the authority contained in:

- A. **Section 551.087** - of the Government Code: (1) Deliberations regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations or (2) deliberations regarding the offer of a financial or other incentive to a business prospect described by Subdivision (1).

**15. RECONVENE TO OPEN SESSION**

**16. ADJOURNMENT**

I hereby certify that this Public Notice was placed on the Official Bulletin Board at City Hall on THURSDAY, JANUARY 15, 2015 at 5:00 p.m.



 A handwritten signature in blue ink, which appears to read "Dixie Roberts", is written over a horizontal line.
 

Dixie Roberts, City Clerk

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

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

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

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

**MINUTES**  
**CITY OF ALVIN, TEXAS**  
**216 W. SEALY STREET**  
**REGULAR CITY COUNCIL MEETING**  
***THURSDAY JANUARY 8, 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, and Council members: Gabe Adame, Adam Arendell, Scott Reed, Brad Richards, Roger Stuksa and Keith Thompson. Also present: Junru Roland, Interim City Manager; Bobbi Kacz, City Attorney; and Dixie Roberts, City Clerk.

**INVOCATION**

Mary Saunders, Alvin Police Department Chaplain gave the invocation.

**PLEDGE OF ALLEGIANCE**

Council member Keith Thompson led the Pledge of Allegiance to the American Flag.

Council member Reed led the Pledge of Allegiance to the Texas Flag.

**SPECIAL PRESENTATIONS**

Proclamation supporting community-oriented policing and the international law enforcement partnership welcoming the Chinese Cadets Internship through Sam Houston State University at the Alvin Police Department during the week of January 7- January 11, 2015.

Mayor Horn presented the Chinese Cadet Interns with a proclamation.

**APPROVAL OF MINUTES**

Approve minutes of the December 16, 2014 Special Executive Session City Council meeting.

Council member Adame moved to approve the Special Executive Session City Council meeting minutes of December 16, 2014. Seconded by Council member Thompson; motion to approve carried on a vote of 6 Ayes.

Approve minutes of the December 18, 2014 Regular City Council meeting.

Council member Stuksa moved to approve the regular City Council meeting minutes of December 18, 2014. Seconded by Council member Adame; motion to approve carried on a vote of 6 Ayes.

**PETITIONS OR REQUESTS FROM THE PUBLIC**

Dixie Roberts, City Clerk presented information regarding an upcoming public hearing on the creation and use of voting centers on Election Day during the upcoming May election. The City of Alvin will host a public hearing on Tuesday January 20, 2015 at 7:00 p.m.

Eugene Bauer addressed council and his fellow citizens regarding his concern for safety when people walk in and out of shopping centers and grocery stores while on their phones. They are not paying attention to what is going on around them; which causes him concern.

**REPORTS FROM CITIZENS BOARDS, COMMISSIONS, AND COMMITTEES**

No reports were given.

**PUBLIC HEARINGS**

There were no public hearings.

**OTHER BUSINESS**

Consider a request from the Alvin Rotary Club for a reduction of the \$50 permit fee for Temporary Food Establishments for food booths at the Alvin Rotary Frontier Days Festival, April 24-25, 2015.

*Mr. Stanton with the Alvin Rotary Club is requesting that the \$50 health permit fee be reduced to \$10 per entry. See his letter of request. Fees charged by other local entities for temporary health license: Pearland - \$20.00, Lake Jackson - \$50.00, Brazoria County - \$40.00, Freeport - \$15.00.*

Neil Stanton with Alvin Rotary Club and Frontier Day Marshal was present for this request.

Bobbi Kacz suggested that if Council wants to consider lowering this permit fee that they not issue a waiver but instead amend the ordinance.

Council member Reed asked that this item be brought at a future meeting to look at amending the ordinance to reflect a reduction in cost for a temporary food establishment permit. Seconded by Council member Adame; with all members present voting Aye, and Council member Stuksa voting No; motion passed.

Daniel Garza to request that Council recognize the manufactured home located on his property at 3005 CR 153, Alvin, as a non-conforming structure subject to the same regulations of other manufactured homes located outside of manufactured home parks.

*Background: In 2014 Mr. Garza purchased this piece of property; planning to put a mobile home on said land. The tax records at that time showed that this property was in the county and was not within the City of Alvin's city limits. Several months down the road, staff informed the land owner that he was in violation of the mobile home ordinance by placing a mobile home in the city limits outside a mobile home park. Mr. Garza showed proof that this land was not on the City of Alvin's tax roll. The City Clerk contacted the Brazoria County tax office and found that this piece of property was not listed on the City of Alvin's tax roll although this land area was annexed back in 1984. Apparently the record of such was missed for this individual piece of property. The county records have been amended to reflect this change from this point forward.*

Mr. Garza stated that in January of 2014 he purchased this property thinking that this land was in the county and not within city limits. All of the surveys and tax records indicated such. His plan was to place a manufactured home on this property. When he tried to get utilities connected, the city wouldn't issue a permit because they stated that he was within the city limits and not in compliance with the manufactured home ordinance. Mr. Garza stated that he has put in a lot of time, effort and money into this property. He asked that Council consider his request to be allowed to leave his manufactured home on the property.

Bobbi Kacz, City Attorney stated that this was an error from 1984 by either the city or the county. The tax office didn't have record that this property had been annexed. She recommended that Mr. Garza be allowed to leave his manufactured home on this property and that he is subject to the regulations spelled out in Chapter 24 ½ Article III, Manufactured Homes Located Outside of Manufactured Home Parks.

Council member Reed moved that Mr. Garza's manufactured home is a non-conforming structure for purposes of Chapter 24 ½ regarding the placement of manufactured home within the city limits outside of a mobile home park and is subject to the same regulations found in Chapter 24 ½ Article III, Manufactured Homes Located Outside of Manufactured Home Parks. Seconded by Council member Richards; motion to approve carried on a vote of 6 Ayes.

Consider Ordinance 15-A closing, vacating and abandoning a 200 foot long portion of a 60 foot wide roadway (approximately 12,000 square feet) within Section 15, HT & BRR Co. Survey, Abstract 227, Brazoria County, Texas, Tracts 1 and 2 located in the City of Alvin, Texas, according to Volume 1037, Pages 465 and 467, Deed Records of Brazoria County, Texas; such roadway is within undeveloped land fronting Dickinson Road formerly known as Cemetery Road; authorizing conveyance of the portion of the abandoned roadway by special warranty deed and authorizing the Mayor to sign all related documents; and providing for matters related thereto; first reading.

*State law authorizes cities to sell and convey rights-of-way to abutting property owners in proportion to their ownership at an appraised fair market value. The portion of the public roadway that is being requested to be abandoned runs in-between the abutting 2 lots owned by the Hinojosas and has an appraised value of \$4,200. The portion of the roadway to be abandoned has never been developed by the City and the City does not now nor in the future plan to maintain any water or wastewater distribution or transmission facilities within the referenced roadway per the City's Public Works Director. The Hinojosas want to build their home in the center of their 2 lots which is currently where the roadway is located dividing their 2 lots.*

Council member Adame moved to approve Ordinance 15-A closing, vacating and abandoning a 200 foot long portion of a 60 foot wide roadway (approximately 12,000 square feet) within Section 15, HT & BRR Co. Survey, Abstract 227, Brazoria County, Texas, Tracts 1 and 2 located in the City of Alvin, Texas, according to Volume 1037, Pages 465 and 467, Deed Records of Brazoria County, Texas; such roadway is within undeveloped land fronting Dickinson Road formerly known as Cemetery Road; authorizing conveyance of the portion of the abandoned roadway by special warranty deed and authorizing the Mayor to sign all related documents; and providing for matters related thereto on first reading. Seconded by Council member Arendell; motion to approve carried on a vote of 6 Ayes.

Consider Ordinance 14-JJ amending Chapter 5½, Cemeteries, Section 3, of the Code of Ordinances; for the purpose of allowing the placement of upright grave markers/memorials/benches; and the implementation of foundation requirements for such within Oak Park Cemetery; providing an effective date; and setting forth other provisions related thereto; first reading.

*This change in policy will solve many issues had within tract 5 of the Oak Park Cemetery. There are currently 2 upright markers that were approved and installed in years prior. This has caused contention amongst other families who also have loved ones buried within this section because they have not been allowed to also install the upright markers. The prohibition of upright markers within this section was put into place for maintenance reasons. I have received nothing but positive feedback in relation to this change. Most of the benches currently in place are made of concrete and are in disrepair and need to be removed. I am proposing that from this point forward, only granite or marble benches be allowed. They must be set upon an engineered concrete foundation (as specified within the ordinance). The ordinance before you is only addressing the allowance of upright memorials within tract 5 and notating that benches are allowed, provided they meet the specifications required within the ordinance. The benches currently in place will be evaluated and removed if they*

Leslie Bryson with Bryson Memorials stated that he had some minor corrections to the ordinance presented. He recommended changing the maximum height of single upright memorials to 42 inches from top to bottom including the base and 60 inches in height from top to bottom including

the base for companion memorials. He also asked that the proposed foundation lumber size be changed from 1x6 or 2x6 to 1x4 or 2x4.

Ms. Roberts, City Clerk stated that she did not have an opposition to the proposed changes.

Council member Arendell moved to approve Ordinance 14-JJ amending Chapter 5½, Cemeteries, Section 3, of the Code of Ordinances; for the purpose of allowing the placement of upright grave markers/memorials/benches; and the implementation of foundation requirements for such within Oak Park Cemetery; providing an effective date; and setting forth other provisions related thereto with amendments as presented on first reading. Seconded by Council member Richards; motion to approve carried on a vote of 6 Ayes.

Consider Ordinance 15-C amending the City of Alvin, Ordinance 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 "Budget Amendment 2" to the original 2014-2015 budget; providing for supplemental appropriation and/or transfer of certain funds as set forth in the attached Exhibit A for the purpose of engaging an Architectural Firm to provide Predesign Architectural Services for the renovation of the Alvin City Hall Building in the amount of \$77,800; and providing for other matters related thereto; first reading.

Council member Arendell moved to approve Ordinance 15-C amending the City of Alvin, Ordinance 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 "Budget Amendment 2" to the original 2014-2015 budget; providing for supplemental appropriation and/or transfer of certain funds as set forth in the attached Exhibit A for the purpose of engaging an Architectural Firm to provide Predesign Architectural Services for the renovation of the Alvin City Hall Building in the amount of \$77,800; and providing for other matters related thereto on first reading. Seconded by Council member Reed; motion to approve carried on a vote of 6 Ayes.

Consider a proposal for Professional Services by Huitt-Zollars, Inc. in an amount not to exceed \$77,800.00 for Predesign Architectural Services for the renovation of the Alvin City Hall Building; and authorize the Mayor to sign an agreement upon legal review.

*Due to several incidents involving security concerns that have occurred over the past few months Council directed staff, during the budget workshops, to investigate ways to better secure the City Hall Building. Staff solicited qualifications from Architectural firms to perform the Architectural Services that would be required to thoroughly assess the building and recommend/design the changes that will be needed in order to limit access to certain portions of the building. City staff, through the selection process, has selected the firm Huitt-Zollars, Inc. based on their qualifications and similar project experience. The current services agreement being considered will provide Predesign Architectural Services to assess the building to determine the best use for the various areas of the building, as well as, any areas that may need to be brought up to current codes. Once this is done then a project scope can be determined. The total cost for these services is \$77,800 and will be funded from account 111-9001-00-4100.*

Council member Stuksa moved to approve the proposal for Professional Services by Huitt-Zollars, Inc. in an amount not to exceed \$77,800.00 for Predesign Architectural Services for the renovation of the Alvin City Hall Building; and authorize the Mayor to sign an agreement upon legal review. Seconded by Council member Thompson; motion to approve carried on a vote of 6 Ayes.

Consider approval of Resolution 15-R-01 accepting the Request and Petition to the City Council of the City of Alvin for Annexation of a 43.24, more or less, acre parcel of land located along East

Highway 6 in Brazoria County, Texas; setting an annexation schedule that includes public hearings on Feb. 19 and Feb. 26; providing for open meetings and other related matters.

*Keith Mosing of Mosing Land & Cattle Co. of Texas is petitioning the City to annex 43.24 acres of his property on East Highway 6 that is contiguous with his property already within the City limits where Frank's Casing Alvin is already located. Mr. Mosing has expanded his business onto his adjoining property and desires the new structure also be inside limits of Alvin.*

Council member Reed moved to approve Resolution 15-R-01 accepting the Request and Petition to the City Council of the City of Alvin for Annexation of a 43.24, more or less, acre parcel of land located along East Highway 6 in Brazoria County, Texas; setting an annexation schedule that includes public hearings on Feb. 19 and Feb. 26; providing for open meetings and other related matters. Seconded by Council member Richards; motion to approve carried on a vote of 6 Ayes.

Consider a Memorandum of Understanding with Brazoria County Conservation & Reclamation District #3 for the construction of a dry detention pond at Kost Road and South Street; and authorize the Mayor to sign related documents.

This item was tabled to the next meeting.

Consider the 2015 Interlocal Agreement for Emergency Services with Brazoria County Emergency Services District #3 and authorize the Mayor to sign the agreement.

*The District paid the following amounts to the City: 2012 City received \$268,000 for Fire Services to District, 2013 City received \$276,040, 2014 City received \$313,040, 2015 Agreement provides for payment to the City of \$318,040 for Fire services, 2012 City received \$215,000 for EMS services to District, 2013 City received \$223,600, 2014 City received \$232,544, 2015 Agreement provides for payment to the City of \$278,772 for EMS services.*

Rex Klexel, Fire Chief, gave a brief overview of the contract.

Council member Arendell moved to approve the 2015 Interlocal Agreement for Emergency Services with Brazoria County Emergency Services District #3 and authorize the Mayor to sign the agreement. Seconded by Council member Adame; motion to approve carried on a vote of 6 Ayes.

Consider approval of payment of project close out costs, including change orders, in an amount not to exceed \$33,015.47 to Jamail & Smith Construction, L.P. for the Wastewater Treatment Plant office and facility remodel project.

*On January 9, 2014, council approved the rehabilitation of the Wastewater Treatment Facility and the repainting of the Elevated Storage Tank on Verhalen Road using remaining bond proceeds from the 2005, 2006, and 2008 bonds. These projects are complete. Staff is requesting council's approval of payment of project close-out costs, including change orders, not to exceed \$33,015.47, to close out these projects.*

Council member Thompson moved to approve payment of project close out costs, including change orders, in an amount not to exceed \$33,015.47 to Jamail & Smith Construction, L.P. for the Wastewater Treatment Plant office and facility remodel project. Seconded by Council member Reed; motion to approve carried on a vote of 6 Ayes.

Consider authorization for the repair of a 33" sewer main by IPR South Central, through the Houston Galveston Area Council (HGAC) in an amount not to exceed \$61,500; and authorize Mayor to sign related documents.

*Recently City crews made repairs to a 33' Sewer Main located in Summerset Subdivision. A permanent repair is needed to prevent future breaks on this segment of line due to it being the main trunk line from the city to the treatment plant. City staff contacted IPR and received a HGAC quote to perform this work.*

*Funding for this sewer main repair will be paid out of remaining bond proceeds allocated for water & sewer system improvements.*

Council member Reed moved to authorize the repair of a 33" sewer main by IPR South Central, through the Houston Galveston Area Council (HGAC) in an amount not to exceed \$61,500; and authorize Mayor to sign related documents. Seconded by Council member Thompson; motion to approve carried on a vote of 6 Ayes.

Update on the implementation of Quiet Zones in the City of Alvin.

Michelle Segovia, City Engineer introduced engineers with HDR: John Peterson and Jose Maldonado. Mr. Peterson stated that there are some issues with the quad gate system proposed for Gordon Street, and he wants City Council to have full disclosure of the project at hand. The quad gates are very expensive; about \$250,000.00. If a quad gate system is put into the city; the city is responsible for the maintenance of the gates and takes on full liability. The original Quiet Zone plan presented would more than likely be the best option for the city, cost wise. Mr. Peterson stated that traffic along Gordon Street on the north side where the curb has to be in order to meet FRA requirements will no longer allow for motorists traveling along Old Galveston Road to make a left-hand turn to go down Gordon. This will also limit the people traveling southbound to turn onto Old Galveston Road. He also reviewed in detail the process that will have to be followed in order for the quiet zone to be installed. Council felt that a workshop needs to be held to discuss this topic in order to receive citizen input.

Discuss and consider date and time for City Manager interviews.

No discussion was had.

**REPORTS FROM CITY MANAGER**

Review preliminary list of items for the Council meeting of January 22, 2015.

Mr. Roland reviewed the preliminary list for the January 22, 2015 City Council meeting.

Announcements/Items of Community Interest

There were no items of community interest discussed.

**REPORTS FROM COUNCILMEMBERS**

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

Announcements and requests from Councilmembers.

Council member Reed stated that during the business and financial studies done last year on the shooting range, a presentation was given by an Olympic Shooter Miranda Wilder and her father Shawn. Shawn has been very ill and only has a few more days to live. He was passionate about the sport and enjoyed working with the youth. A fund has been created at Texas Community Bank for donations to be made for the shooting range in lieu of flowers.

Council member Richards stated that he would like Code Enforcement to give an update to council at a future meeting.

Council member Stuksa stated that he would like an update regarding the parking along Sealy Street; an update on the Pearson Road into Kroger parking lot; and Council to consider additional funding for Keep Alvin Beautiful.

Mayor Horn expressed his condolences to the families of the teenagers killed in a car wreck this past week in Manvel.

**CLOSED EXECUTIVE SESSION:** The City Council will convene into a closed executive meeting in accordance with the Texas Government Code, pursuant to the authority contained in:

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

- 1. City Manager Search.

Mayor Horn adjourned to closed session at 8:35 p.m.

**RECONVENE TO OPEN SESSION**

Mayor Horn reconvened to open session at 9:27 p.m.

**ADJOURNMENT**

Council member Adame moved to adjourn the meeting at 9:27 p.m. Seconded by Council member Arendell motion to adjourn carried on a vote of 6 Ayes.

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

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

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



# AGENDA COMMENTARY

**Discussion Date:** 01/22/2015

**Approval Date:** 01/22/2015

**Submitted By:** Bobbi J. Kacz

## **SUBJECT:**

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Consider Ordinance 15-A closing, vacating and abandoning a 200 foot long portion of a 60 foot wide roadway (approximately 12,000 square feet) within Section 15, HT & BRR Co. Survey, Abstract 227, Brazoria County, Texas, Tracts 1 and 2 located in the City of Alvin, Texas, according to Volume 1037, Pages 465 and 467, Deed Records of Brazoria County, Texas; such roadway is within undeveloped land fronting Dickinson Road formerly known as Cemetery Road; authorizing conveyance of the portion of the abandoned roadway by special warranty deed and authorizing the Mayor to sign all related documents; and providing for matters related thereto; second reading.

## **DISCUSSION:**

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State law authorizes cities to sell and convey rights-of-way to abutting property owners in proportion to their ownership at an appraised fair market value. The portion of the public roadway that is being requested to be abandoned runs in-between the abutting 2 lots owned by the Hinojosas and has an appraised value of \$4,200.

The portion of the roadway to be abandoned has never been developed by the City and the City does not now nor in the future plan to maintain any water or wastewater distribution or transmission facilities within the referenced roadway per the City's Public Works Director.

The Hinojosas want to build their home in the center of their 2 lots which is currently where the roadway is located dividing their 2 lots.

## **RECOMMENDATION:**

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Move to approve Ord.15-A abandoning the portion of the roadway and authorizing conveyance of that portion to the Hinojosas and authorizing the Mayor to sign all related documents.

## **ATTACHMENTS:**

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- |                         |    |
|-------------------------|----|
| 1. Ord. 15-A w exhibits | 4. |
| 2. Aerial view          | 5. |
| 3.                      | 6. |

**Submitted by:**  
**Bobbi J Kacz**  
Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of Alvin, ou=Legal Department, email=bkacz@cityofalvin.com, c=US  
Date: 2014.12.30 11:48:38 -06'00'  
**Department Head**

**Funds Available:**  
**Bobbi J Kacz**  
Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of Alvin, ou=Legal Department, email=bkacz@cityofalvin.com, c=US  
Date: 2013.02.07 09:21:45 -06'00'  
**Finance Director**

**Approved as to Form:**  
**Bobbi J Kacz**  
Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of Alvin, ou=Legal Department, email=bkacz@cityofalvin.com, c=US  
Date: 2013.02.07 09:21:45 -06'00'  
**City Attorney**

**Approved By:**  
**Junru Roland**  
Digitally signed by Junru Roland  
DN: cn=Junru Roland, email=jroland@cityofalvin.com, o=City of Alvin, ou=Finance Department, c=US  
Date: 2014.12.30 15:11:11 -06'00'  
**City Manager**

**ORDINANCE NO. 15-A**

**AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, CLOSING, VACATING AND ABANDONING A 200 FOOT LONG PORTION OF A 60 FOOT WIDE ROADWAY (APPROXIMATELY 12,000 SQUARE FEET) WITHIN SECTION 15, H.T. & B.R.R. CO. SURVEY, ABSTRACT 227, BRAZORIA COUNTY, TEXAS, TRACTS 1 AND 2 LOCATED IN THE CITY OF ALVIN, TEXAS, ACCORDING TO VOLUME 1037, PAGES 465 AND 467, DEED RECORDS OF BRAZORIA COUNTY, TEXAS; SUCH ROADWAY IS WITHIN UNDEVELOPED LAND FRONTING DICKINSON ROAD FORMERLY KNOWN AS CEMETERY ROAD; AUTHORIZING CONVEYANCE OF THE PORTION OF THE ABANDONED ROADWAY BY SPECIAL WARRANTY DEED AND AUTHORIZING THE MAYOR TO SIGN ALL RELATED DOCUMENTS; AND PROVIDING FOR MATTERS RELATED THERETO.**

**WHEREAS**, Chapt. 272, *Tex. Loc. Gov't Code*, authorizes political subdivisions to sell and convey rights-of-way to abutting owners in proportion to abutting ownership at an appraised fair market value; and

**WHEREAS**, the portion of the roadway easement being requested to be abandoned is in the northern part of the City of Alvin, lying north of State Highway 6 and on the west side of Bypass 35. It is physically situated on the south side of Dickinson Road formerly known as Cemetery Road; and

**WHEREAS**, Oscar Hinojosa and wife, Elizabeth Diane Hinojosa own Tracts 1 and 2, Section 15, HT&BRR Co. Survey, Abstract 227, according to Volume 1037, Pages 465 and 467, recorded in the Deed Records of Brazoria County, Texas; and

**WHEREAS**, the 200 foot long and 60 foot wide right-of-way, as shown and more particularly described in Exhibit "A", contains approximately 12,000 square feet of area within undeveloped property; and as such is surplus and not necessary for use by the City, the general public, or the landowner adjacent thereto as an alley or street; and

**WHEREAS**, according to the plat and site survey, the portion of the roadway easement to be abandoned is abutted by Oscar Hinojosa and wife Elizabeth Diane Hinojosa's property on both the east and west sides, such roadway easement being in-between tracts 1 and 2; and

**WHEREAS**, the City has established the fair market value of the above described alley as being \$4,200.00;

**NOW, THEREFORE, BE IT ORDAINED 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 incorporated into this Ordinance as findings of fact by the City Council of Alvin, Texas.

**Section 2. Right-of-Way.** A 200 foot long by 60 foot wide roadway easement, being approximately 12,000 square feet of area, located in Alvin, Brazoria County, Texas, being more particularly shown and described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property"), is hereby permanently closed, vacated, and abandoned by the City and the general public.

**Section 3. Consideration and Authorization to Execute Special Warranty Deed.** The Mayor and the City Clerk shall be and are hereby authorized, empowered, instructed and directed to execute a special warranty deed, in a form substantially similar to that set forth in Exhibit "B", conveying the rights and interests of the City in the Property to the abutting property owner, Oscar Hinojosa and wife, Elizabeth Diane Hinojosa, in proportion to their ownership of the abutting property; thereby authorizing the City to convey such interest to such property owner; and provided that the total purchase price to be paid to the City for such property shall be \$4,200.00 for the portion of the roadway easement. Upon the payment of the purchase price and the execution of the deed, such deed shall be and shall become a valid and binding act and deed of the City of Alvin, Texas.

**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 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.

**Section 6. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *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:

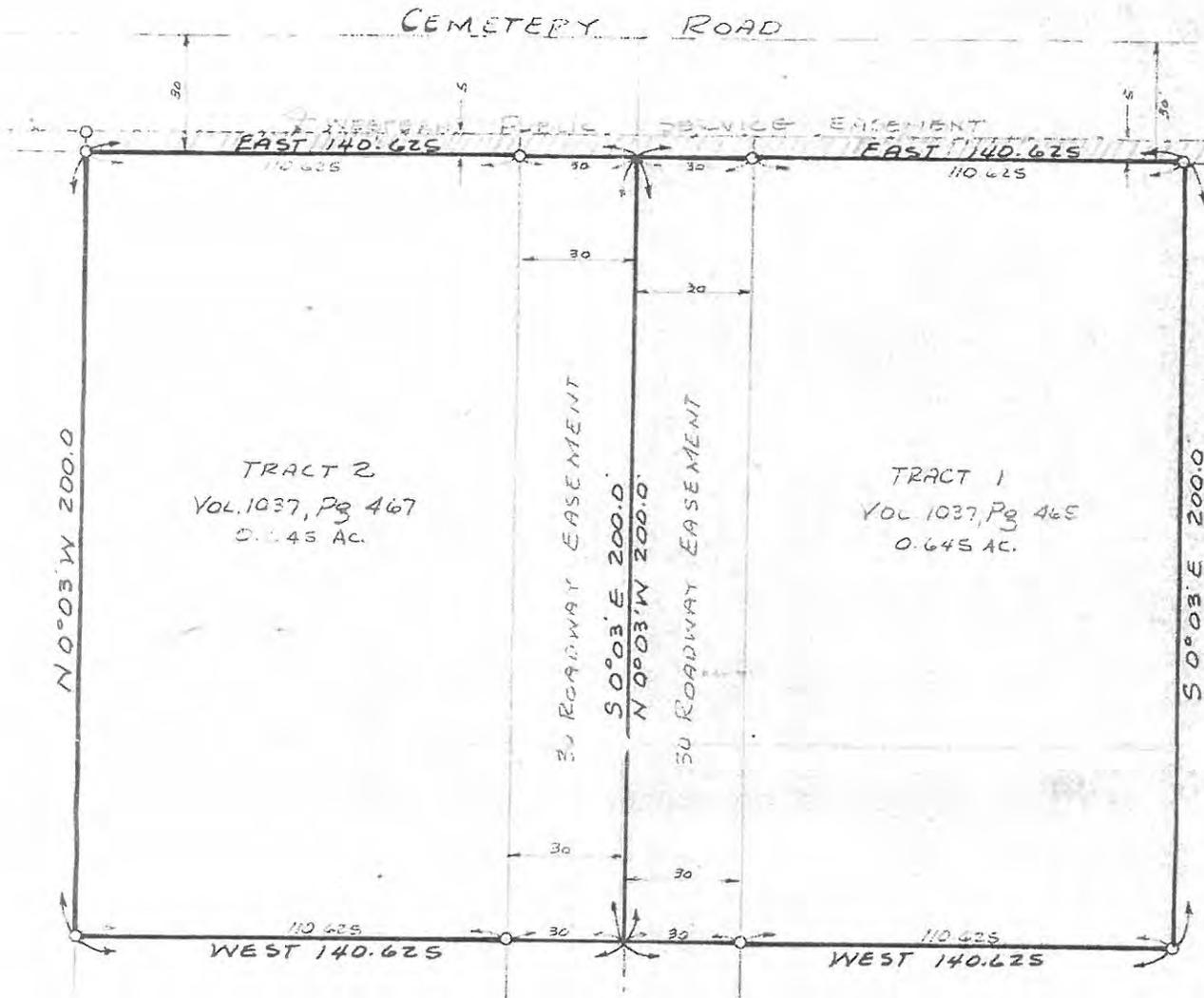
**CITY OF ALVIN, TEXAS:**

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

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

**Exhibit "A"**

(Site Survey & Description of the Property)



EA McCauley Tr.  
RECORDED IN  
VOL. 705 Pg. 619

N 96.0

FOUND 1" IRON PIPE  
AT THE SOUTH EAST  
CORNER OF THE J.S.  
BARNFIELD TRACT

PLAT SHOWING

TWO (2) 0.645 ACRE TRACTS OF LAND  
SITUATED IN SECTION 15, H. T. & B.  
R. R. CO. SURVEY, ABSTRACT 227,  
BRAZORIA COUNTY, TEXAS.

TRACT NO. 1 AS SHOWN ABOVE IS RE-  
CORDED IN VOLUME 1037, PAGE 465  
OF THE DEED RECORDS OF BRAZORIA  
COUNTY, TEXAS.

TRACT NO. 2 AS SHOWN ABOVE IS RE-  
CORDED IN VOLUME 1037, PAGE 467  
OF THE DEED RECORDS OF BRAZORIA  
COUNTY, TEXAS.

I, James E. Raines, a Registered Professional Civil Engineer of the State of Texas, do hereby certify that this plat is a record of a survey made by me on the ground on June 24th, 1972 and is true and correct to the best of my knowledge and belief.

SIGNED: James E. Raines  
James E. Raines, P. E. License # 10931  
Alvin, Texas



### Property Description

“ A 60 foot wide easement extending North and South across this tract at a distance of 110.62 feet from the West line of this property and 110.62 feet from the East line of this property reserved in Deed from Rickey James Barajas and Betty Jean Barajas Fox to Oscar Hinojosa and wife, Elizabeth Diane Hinojosa on May 5, 1997, recorded in Volume 1037, pages 465 and 467, Deed Records of Brazoria County, Texas.

Containing approximately 12,000 square feet, being part of a 200 foot long by 60 foot wide roadway easement, located in Tracts 1 and 2, Section 15, HT&BRR Co. Survey, Abstract 227, according to Volume 1037, Pages 465 and 467, recorded in the Deed Records of Brazoria County, Texas.”

**Exhibit "B"**

**SPECIAL WARRANTY DEED**

**THE STATE OF TEXAS §**

**KNOW ALL PERSONS BY THESE PRESENTS:**

**COUNTY OF BRAZORIA §**

That the **City of Alvin, Texas**, a Texas municipal corporation, hereinafter called "**GRANTOR**," for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), together with other good and valuable consideration, to **GRANTOR** cash in hand paid by **Oscar Hinojosa and wife, Elizabeth Diane Hinojosa**, hereinafter called "**GRANTEE**", the receipt of which is hereby acknowledged, has **GRANTED, SOLD and CONVEYED**, and by these presents does **GRANT, SELL and CONVEY** unto the said **GRANTEE**, all that certain lot, tract or parcel of land known and described as follows:

**PROPERTY:** Containing approximately 12,000 square feet, being part of a 200 foot long by 60 foot wide roadway easement, located in Tracts 1 and 2, Section 15, HT&BRR Co. Survey, Abstract 227, according to Volume 1037, Pages 465 and 467, recorded in the Deed Records of Brazoria County, Texas.

This conveyance is expressly made subject to the easements reserved in this instrument, and the restrictions, covenants and easements, if any, apparent on the ground, in use or existing of record in the office of the County Clerk of Brazoria County, Texas, to which reference is here made for all purposes.

**TO HAVE AND TO HOLD** the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said **GRANTEE**, the heirs, executors, successors and assigns forever, and **GRANTOR** does hereby bind its successors and assigns to **WARRANT AND FOREVER DEFEND**, all and singular, the said premises unto the said **GRANTEE**, the heirs, executors, successors and assigns, against every person whomsoever lawfully claiming or to claim the same by, through or under the City of Alvin, Texas, but not otherwise.

**EXECUTED** at Alvin, Brazoria County, Texas, this the \_\_\_ day of \_\_\_\_\_ 2015.

Attest:

**City of Alvin, Texas**

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

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

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

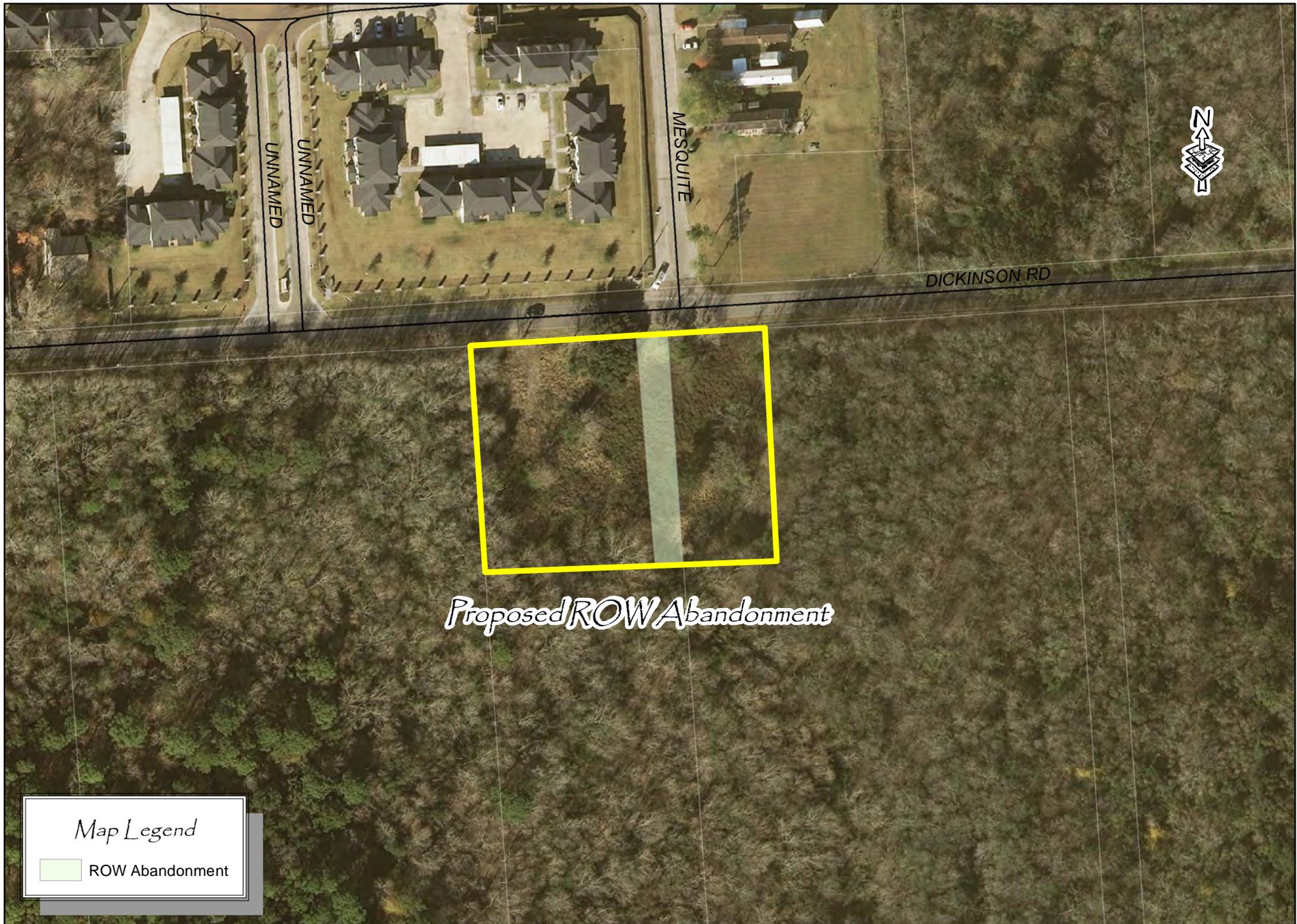
**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Paul A. Horn, Mayor, of the City of Alvin, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of 2015.

\_\_\_\_\_  
Notary Public-State of Texas

AFTER RECORDING PLEASE RETURN TO:

City of Alvin  
City Clerk  
216 W. Sealy  
Alvin, Texas 77511



*Map Legend*

 ROW Abandonment

*Hinajosa ROW Abandonment*



# AGENDA COMMENTARY

**Discussion Date:** 01/08/2015

**Approval Date:** 01/08/2015

**Submitted By:** Michelle Segovia

## SUBJECT:

Consider Ordinance 15-C amending the City of Alvin, Ordinance 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 "Budget Amendment 2" to the original 2014-2015 budget; providing for supplemental appropriation and/or transfer of certain funds as set forth in the attached Exhibit A for the purpose of engaging an Architectural Firm to provide Predesign Architectural Services for the renovation of the Alvin City Hall Building in the amount of \$77,800; and providing for other matters related thereto; second reading.

## DISCUSSION:

## RECOMMENDATION:

Move to approve Ordinance 15-C on second reading.

## ATTACHMENTS:

- |                       |    |
|-----------------------|----|
| 1. Ordinance 15-C     | 4. |
| 2. Exhibit A-accounts | 5. |
| 3.                    | 6. |

**Submitted by:**

**Michelle Segovia**

Digitally signed by Michelle Segovia  
DN: cn=Michelle Segovia, o=City of Alvin,  
ou=Engineering,  
email=msegovia@cityofalvin.com, c=US  
Date: 2014.12.18 15:55:45 -0600

**Department Head**

**Funds Available:**

**Junru Roland**

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com, o=City  
of Alvin, ou=Finance Department,  
c=US  
Date: 2014.12.30 15:34:38 -0600

**Finance Director**

**Approved as to Form:**

**Bobbi J Kacz**

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=jkacz@cityofalvin.com, c=US  
Date: 2014.12.29 20:30:55 -0600

**City Attorney**

**Approved By:**

**Junru Roland**

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2014.12.30 15:34:49 -0600

**City Manager**

**ORDINANCE NO. 15-C**

**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 "BUDGET AMENDMENT 2" TO THE ORIGINAL 2014-15 FY BUDGET; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS AS SET FORTH IN THE ATTACHED EXHIBIT "A" FOR THE PURPOSE OF ENGAGING AN ARCHITECTURAL FIRM TO PROVIDE PREDESIGN ARCHITECTURAL SERVICES FOR THE RENOVATION OF THE ALVIN CITY HALL BUILDING IN THE AMOUNT OF SEVENTY-SEVEN THOUSAND EIGHT HUNDRED DOLLARS (\$77,800); PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER MATTERS RELATED THERETO.**

**WHEREAS**, there is a need for additional expenditures to be budgeted within the General Fund for expenditures in which the extent of which could not be contemplated at the time of adopting the 2014-15 fiscal year budget; and

**WHEREAS**, revenues, as shown on Exhibit "A" attached hereto, are available from the sources indicated on said Exhibit for the making of said expenditures:

**NOW THEREFORE, 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 and Ordinance 14-AA adopting said budget are hereby amended by making those certain changes to the 2014-15 fiscal year budget which are set forth on Exhibit "A", attached hereto and made a part hereof as though fully set forth and for all purposes considered to be a portion of this ordinance.

**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.

**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

**EXHIBIT "A"**

Account Number	Account Description	Amount	Reason
111 9001 00 4100	Building & Property	\$ 77,800	City Hall Security
111-300000	Fund Balance	\$ 77,800	City Hall Security



# AGENDA COMMENTARY

**Discussion Date:** 01/22/2015

**Approval Date:** 01/22/2015

**Submitted By:** D. Roberts

## **SUBJECT:**

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Consider Ordinance 14-JJ amending Chapter 5 ½, Cemeteries, Section 3, of the Code of Ordinances; for the purpose of allowing upright grave markers/memorials and benches and the implementation of foundation requirements for such markers/memorials/benches within Oak Park Cemetery; providing an effective date and setting forth other provisions related thereto; second reading.

## **DISCUSSION:**

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This is 2nd reading of this ordinance. At the first reading, Mr. Bryson suggested a few minor changes to this ordinance which council approved on first reading. Those changes are incorporated into this ordinance for 2nd reading. (I have no issues with his proposal):

Section 5 1/2 (d) (5) amended to reflect current height sizing of upright memorials (including the base) to 42 inches instead of the proposed 36 inches.

Section 5 1/2 (d) (10) amended to reflect current height sizing of upright companion memorials (including the base) to 60 inches instead of the proposed 36 inches.

Section 5 1/2 (e) amended to reflect a foundation form size of 1x4 or 2x4 instead of the proposed 1x6 or 2x6.

## **RECOMMENDATION:**

---

Motion to approve Ordinance 14-JJ on 2nd reading.

## **ATTACHMENTS:**

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- |  |    |
|--|----|
| 1. Ordinance 14-JJ (new changes highlighted) | 4. |
| 2.   | 5. |
| 3.   | 6. |

**Submitted by:**

**Dixie Roberts**

Digitally signed by Dixie Roberts  
DN: cn=Dixie Roberts, o=City of Alvin, ou=City Clerk, email=droberts@cityofalvin.com, c=US  
Date: 2015.01.12 11:03:49 -06'00'

**Department Head**

**Funds Available:**

**Finance Director**

**Approved as to Form:**

**Bobbi J Kacz**

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of Alvin, ou=Legal Department, email=bkacz@cityofalvin.com, c=US  
Date: 2015.01.12 16:54:23 -06'00'

**City Attorney**

**Approved By:**

**Junru Roland**

Digitally signed by Junru Roland  
DN: cn=Junru Roland, email=jroland@cityofalvin.com, o=City of Alvin, ou=Finance Department, c=US  
Date: 2015.01.14 19:02:41 -06'00'

**City Manager**

**ORDINANCE 14-JJ**

**AN ORDINANCE OF THE CITY OF ALVIN, TEXAS AMENDING CHAPTER 5½, CEMETERIES, SECTION 3, OF THE CODE OF ORDINANCES; FOR THE PURPOSE OF ALLOWING THE PLACEMENT OF UPRIGHT GRAVE MARKERS/MEMORIALS/BENCHES; AND THE IMPLEMENTATION OF FOUNDATION REQUIREMENTS FOR SUCH WITHIN OAK PARK CEMETERY; PROVIDING AN EFFECTIVE DATE AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.**

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

**Section 1.** That Chapter 5 ½, Cemeteries, of the Code of Ordinances, City of Alvin, Texas is hereby amended with the language as follows:

**Sec. 5 ½ - 3. Requirements regarding columbaria niches and lots /spaces.**

(a) *Price schedule.* With the exception of grave spaces designated for infants, each grave (measuring approximately 4.5 feet by 10 feet) in the Oak Park Cemetery shall be sold for fee(s) set forth in chapter 28 of this Code. Grave spaces specifically designated for infants (measuring approximately 4.5 feet by 5 feet) shall be sold for the fee(s) set forth in chapter 28 of this Code. Burial lots (measuring approximately 18 feet by 10 feet) shall be sold for the fee(s) as set forth in chapter 28 of this Code. Such sales prices include purchase of the grave space/lot itself, the cost of processing gravesite application, the cost of marking the gravesite, and the costs of recording and flagging the gravesite at time of actual interment. Fees for columbaria niches shall be those set forth in chapter 28 of this Code.

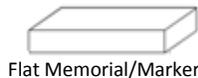
.....

~~(d) *Requirements for grave markers.* Grave markers shall be composed of either granite, marble or bronze and shall be set on a concrete foundation which must be at least the size of the base of the marker, at least six (6) inches thick and which shall have sufficient pier holes as determined by the city engineer. Grave markers in the area of Oak Park Cemetery designated as section 4, tract 5 shall be restricted to flat markers. No grave markers shall be set until the city engineer has determined that the grave marker complies with the city's requirements.~~

(d) *Placement of Memorials/Markers*

(1) A permit must be approved by the city engineer or appointee before placement of memorial/marker. See Section (h) Permit Required.

(2) Flat and upright grave memorials/markers will be allowed in all sections of Oak Park Cemetery.



Upright Memorial/Marker and Base

(3) Flat grave markers/memorials shall be composed of (pure) granite, marble, bronze; or combination thereof.

- (4) All grave markers/memorials must be installed on a concrete foundation. See Section (e) Foundation Requirements.
- (5) Upright grave markers/memorials within Section 5 shall not exceed the following dimensions: forty-two (42) inches in width (left to right); and ~~thirty-six (36)~~ **forty-two (42)** inches in height (top to bottom) including the base.



- (6) Upright memorials shall be placed at the top, or head of grave space.
- (7) One upright memorial **or** flat memorial **and** one foot marker will be permitted per single grave space.
- (8) A bench may be used as an upright memorial/marker.
- (9) It is not permitted to have both an upright memorial/marker and a bench on grave space.
- (10) A companion memorial may be placed upon two grave spaces and may not exceed the following dimensions: ninety-eight (96) inches in width (left to right); and ~~thirty-six (36)~~ **sixty (60)** inches in height (top to bottom), including the base.
- (11) Upright memorials must be permanently adhered atop a base made of (pure) marble or granite and must be no less than its length (left to right) plus six inches and its width (front to back) plus six inches, unless said upright is at least 10 inches in width. If an upright memorial is 10 inches in width (front to back) or larger, a base is not required.
- (12) All markers are to be constructed in such a manner as to permit the mowing, trimming and other care of the lawn and foliage in the cemetery.

(e) Foundation Requirements

- (1) A permit must be approved by the City Engineer or appointee before the foundation is poured. See Section (h) Permit Required.
- (2) Foundation size and construction will be no less than the length and width of the marker/memorial or base of such, and a minimum of 4 inches thick.
- (3) Foundation should be formed with ~~1x6 or 2x6~~ **(1x4 or 2x4)** lumber with an inside dimension of that form at least the size of the marker or monument's base, and no larger than 1" longer or 1" wider than said base.
- (4) Within the foundation, there will be one concrete pier for every two feet of length of the foundation, (i.e. a 1'-3" foundation has one pier, 3'1"-5" foundation will have two piers, etc.). Each pier will be 6"- 8" in diameter, a minimum of 24" deep from the bottom of the foundation and with straight or bellbottom sides; Piers may be shallower only if they rest completely atop the concrete burial vault.
- (5) All foundations will contain steel reinforcing rods or mesh and piers will be connected to the foundation with at least one reinforcing rod, but not more than three.
- (6) Foundation must be square and level before and after concrete pour.

- (7) Foundation concrete must cure a minimum of 24 hours before setting the monument.
- (8) The installer must remove all forms and excess concrete before memorial installation and all gaps and voids between the existing ground and new foundation filled after memorial installation is completed.

(f) Placement of Benches

- (1) The permanent placement of benches shall be allowed upon approval of permit. See Section (h) Permit Required.
  - (2) Bench dimensions and placement upon said gravesite must be approved by City Clerk. Benches used as an upright memorial must be placed at the top or head of the grave.
  - (3) The City reserves the right to refuse permission to place benches if it determines that a bench or its placement does not conform to cemetery requirements or in a position that will impede maintenance equipment. The City accepts no responsibility for the benches should they be damaged, broken or stolen.
  - (4) Benches must be made of (pure) marble or granite and erected upon a concrete engineered foundation.
  - (5) Only one bench per gravesite is allowed.
  - (6) Benches may be no wider (from left to right) than the grave space they mark, less 12 inches and no taller (top to bottom) than 36 inches.
  - (7) Benches currently in the cemetery will be evaluated and removed if determined to be dilapidated, a menace to the safety of persons within the cemetery, or interfere with landscaping maintenance.
- ~~(e)(g)~~ Foot and corner markers. Foot markers shall not exceed twelve (12) inches in width and twenty-four (24) inches in length. It must be placed at the lower end or foot of grave space and be flush with the ground. ~~Corner markers shall not exceed eight inches by eight inches (8" x 8") and must be set flush with the ground level.~~ Corner markers shall not be allowed.
- ~~(h)~~ Permit required. Prior to any foundation, grave marker/memorial or bench being set in the Oak Park Cemetery, a permit must be obtained from the city engineer by the organization or individual placing the marker. Permit applications may be obtained from the city clerk's office. Each permit application shall be accompanied by the drawings and dimensions for each foundation, grave marker/memorial or bench. A permit shall not be issued until all applicable fees have been paid and a certification made as to the conformity of ~~the grave marker with~~ all requirements of the city. Foundations, Grave markers/memorials or benches set in a manner contrary to the city's requirements may be removed by the city at the sole expense of the space/lot owner and shall not be reset until the space/lot owner complies with the city's requirements.
- ~~(g)~~ (i) Transfer of spaces/lots. Grave spaces/lots that have been purchased from the city may be transferred to another person only upon filing an affidavit of transfer with the city clerk's office and payment of a transfer fee per space/lot as set forth in chapter 28 of this Code. Grave spaces/lots that have been purchased from the city may be sold and transferred to the city upon the city's payment of the original purchase price less the transfer fee per space as set forth in chapter 28 of this Code.
- ~~(h)~~ (j) Penalty for violation. Any person who violates a provision of this section shall be guilty of a misdemeanor and shall be subject to a fine in accordance with section 1-5 of this Code of Ordinances.

**Section 2. Severability.** Should any section or part of this Ordinance be held unconstitutional, illegal, 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.

**PASSED AND APPROVED** on first reading on the 8<sup>th</sup> day of January, 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



# AGENDA COMMENTARY

**Discussion Date:** 01/22/2015

**Approval Date:** 01/22/2015

**Submitted By:** Dan Kelinske

## **SUBJECT:**

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Consider closure of City streets for the 2015 Alvin Rotary Club Frontier Day Parade & Car Show on Saturday, April 25, 2015 for the following streets and times:

## **DISCUSSION:**

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Consider closure of City streets for the Alvin Rotary Club Frontier Day Parade scheduled at 9:00AM on Saturday, April 25, 2015. The parade will begin and end at the Alvin High School Football Stadium. Parade route will begin S. on College Dr., E. on Stadium Dr., N. on Johnson St., E. on Adoue, N. on Gordon, W. on Sealy, S. on Johnson, W. on Adoue, S. on Second St ending at AHS stadium parking lot.

Consider closure of City streets during the Alvin Rotary Club Frontier Day Car Show scheduled on April 25, 2015 from 7AM - 4PM held at National Oak Park: Depot Centre Blvd @ E. Sealy St, Depot Centre Blvd @ E. Sidnor St., E. Sidnor St. @ Depot Centre Blvd, E. Sidnor St. @ Magnolia St., Entrance to National Oak Park parking lot @ E. Sidnor St.

## **RECOMMENDATION:**

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Move to approve street closures for the 2015 Frontier Day Car Show and Parade.

## **ATTACHMENTS:**

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- |                     |    |
|---------------------|----|
| 1. Parade Route Map | 4. |
| 2. Car Show Map     | 5. |
| 3.                  | 6. |

**Submitted by:**  
**Daniel Kelinske**  
Digitally signed by Daniel Kelinske  
DN: cn=Daniel Kelinske, o=City of Alvin, ou=Parks and Recreation, email=dikelinske@cityofalvin.com, c=US  
Date: 2014.12.23 13:08:43 -0600  
**Department Head**

**Funds Available:**  
**Bobbi J Kacz**  
Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of Alvin, ou=Legal Department, email=jkacz@cityofalvin.com, c=US  
Date: 2014.12.30 17:20:42 -0600  
**Finance Director**

**Approved as to Form:**  
**Junru Roland**  
Digitally signed by Junru Roland  
DN: cn=Junru Roland, email=jroland@cityofalvin.com, o=City of Alvin, ou=Finance Department, c=US  
Date: 2015.01.14 19:19:38 -0600  
**City Attorney**

**Approved By:**  
**Junru Roland**  
Digitally signed by Junru Roland  
DN: cn=Junru Roland, email=jroland@cityofalvin.com, o=City of Alvin, ou=Finance Department, c=US  
Date: 2015.01.14 19:19:38 -0600  
**City Manager**



# 2015 Rotary Frontier Day Car Show



## Legend

 - closure 4/25 7AM - 4PM



# AGENDA COMMENTARY

**Discussion Date:**

**Approval Date:** 01/22/2014

**Submitted By:** Junru Roland

## **SUBJECT:**

---

Consider approval of out of state travel for Amy Mallett (Utility Billing Supervisor) from May 3 - 6, 2015 to Atlanta, Georgia, to attend the Tyler Tech (Incode) Conference for software training related to Utility Billing.

## **DISCUSSION:**

---

Tyler Technologies (Incode) is holding their annual conference in Atlanta, Georgia from May 3 - 6. Incode is the software used by the City's Utility Billing department and as a new supervisor, Amy Mallett would benefit from the software training provided. The funding for this training would come from funds budgeted in the Utility Billing department's professional development account.

City policy requires council approval for out of state travel in advance of the travel dates.

## **RECOMMENDATION:**

---

Move to approve out of state travel for Amy Mallett to attend the Tyler Tech (Incode) Conference in Atlanta Georgia.

## **ATTACHMENTS:**

---

- |                           |    |
|---------------------------|----|
| 1. Conference Information | 4. |
| 2.                        | 5. |
| 3.                        | 6. |

**Submitted by:**

**Junru  
Roland**

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.01.13 18:22:49  
-06'00'

**Department Head**

**Funds Available:**

**Junru  
Roland**

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of Alvin, ou=Finance Department,  
c=US  
Date: 2015.01.13 18:22:58 -06'00'

**Finance Director**

**Approved as to Form:**

**Bobbi J  
Kacz**

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Alvin, ou=Legal Department,  
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Date: 2015.01.14 15:51:32 -06'00'

**City Attorney**

**Approved By:**

**Junru  
Roland**

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email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.01.14 19:20:38 -06'00'

**City Manager**

GENERAL INFORMATION

SCHEDULE &amp; ACTIVITIES

CLASSES BY PRODUCT

REGISTRATION

TRAVEL &amp; LODGING

## General Information

**Tyler Connect 2015 • May 3-6, 2015**  
**Marriott Marquis/Hyatt Regency/Hilton**  
**Atlanta, Georgia**



Atlanta sparkles with cultural attractions, shopping, fine dining and, of course, Southern charm. As the capital of Georgia and the state's largest city, Atlanta is a thriving metropolis. It's home to approximately 450,000 residents, while 5.5 million people call the greater metropolitan area home. Whether you enjoy sporting events, the symphony or ballet, historic sites and museums or shopping, the city has something for everyone. Food lovers can expect delectable dining at restaurants in a city that is home to seven former Top Chef and two Iron Chef contestants. Outdoor enthusiasts will appreciate Stone Mountain Park, the state's most visited attraction, which is just outside the city and provides panoramic views of the city. Atlanta is also home to the World of Coca-Cola and CNN — both of which offer daily tours. And Hartsfield-Jackson Atlanta International Airport is a convenient 10 miles from downtown. Atlanta has it all — from attractions to dining and convenience. We look forward to hosting you in this outstanding city!

### Deadlines

**Early Full Registration:** February 21, 2015  
**Standard Full Registration:** March 28, 2015  
**Hotel Discount:** April 10, 2015  
**Late Full Registration:** May 1, 2015

### Contact

**Valerie Robertson**  
 800.646.2633 Ext. 8409  
[valerie.robertson@tylertech.com](mailto:valerie.robertson@tylertech.com)

### Documentation

A link to documentation for each session you registered for will be provided one to two weeks prior to the conference. This will allow you to view all of your necessary documentation prior to attending and make notes of any questions you have.



### Conference Information Desk

The conference information desk will be on the Marquis Level (ML) of the Marriott Marquis .  
 Sunday, May 3, 1:00 p.m.-7:00 p.m.  
 Monday, May 4, 7:00 a.m.-5:00 p.m.  
 Tuesday, May 5, 7:00 a.m.-5:00 p.m.  
 Wednesday, May 6, 7:30 a.m.-11:00 a.m.

### Attire

Conference attire is business casual. Meeting room temperatures may vary significantly, so dress accordingly. The average May temperatures for the Atlanta area range from lows in the 50s to highs in the 80s.

### Meals

Full registration includes breakfast and lunch on Monday and Tuesday. The Georgia Aquarium Event on Tuesday Evening is included in full registration. An additional fee will apply for single day and 2 day OD registrations.



Empowering people who serve the public™





# AGENDA COMMENTARY

Discussion Date:

Approval Date: 01/22/2015

Submitted By: Junru Roland

## SUBJECT:

Receive and acknowledge the monthly financial report for December, 2014.

## DISCUSSION:

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

## RECOMMENDATION:

Move to acknowledge receipt of the December, 2014 financial report.

## ATTACHMENTS:

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

Submitted by:

Junru Roland

Department Head

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
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Department, c=US  
Date: 2015.01.14 16:49:06  
-06'00'

Funds Available:

Junru Roland

Finance Director

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of Alvin, ou=Finance Department,  
c=US  
Date: 2015.01.14 16:49:15 -06'00'

Approved as to Form:

Bobbi J Kacz

City Attorney

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
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Date: 2015.01.14 16:59:16 -06'00'

Approved By:

Junru Roland

City Manager

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DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.01.14 19:00:22 -06'00'

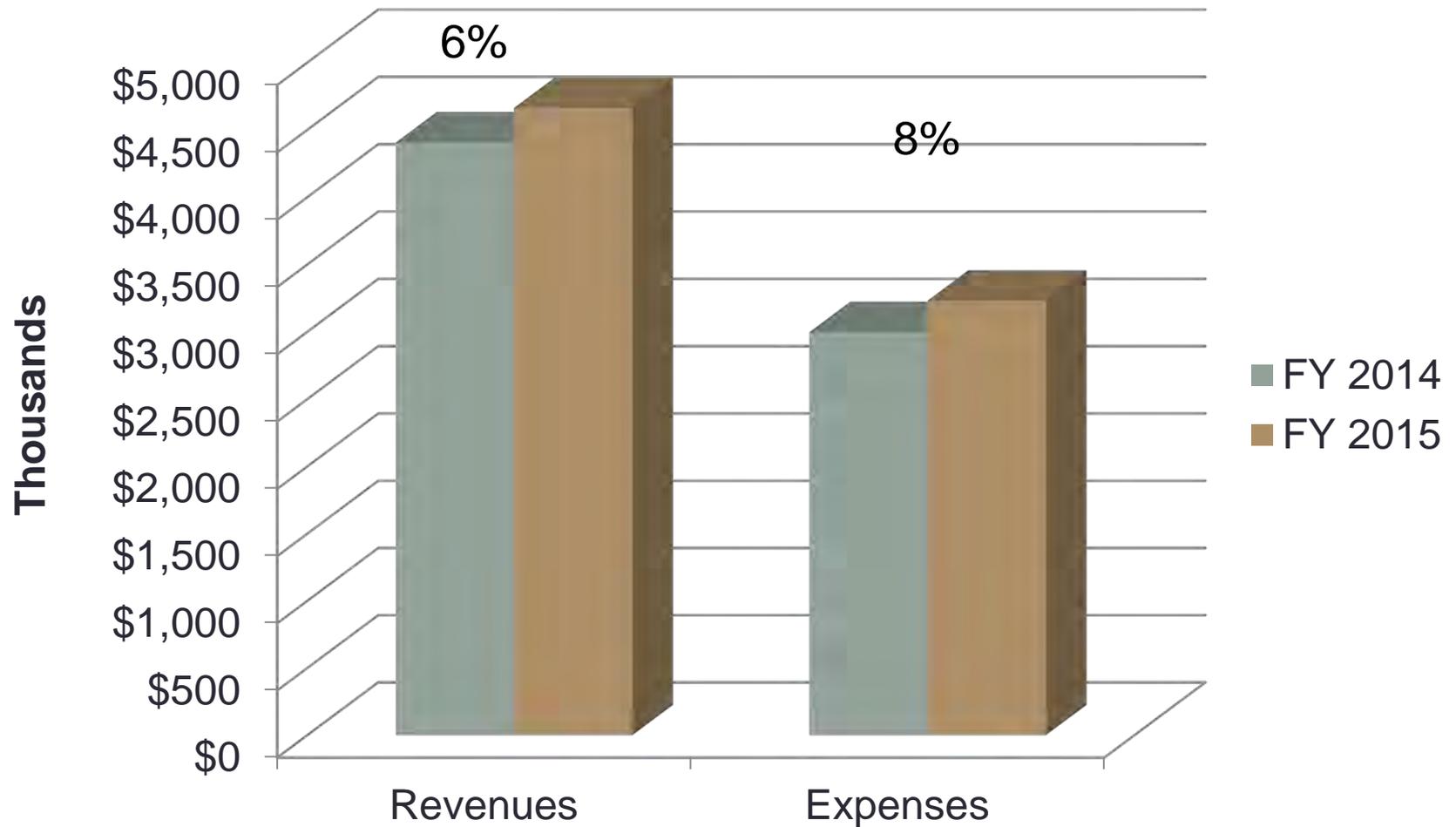
# CITY OF ALVIN

Monthly Financial Summary

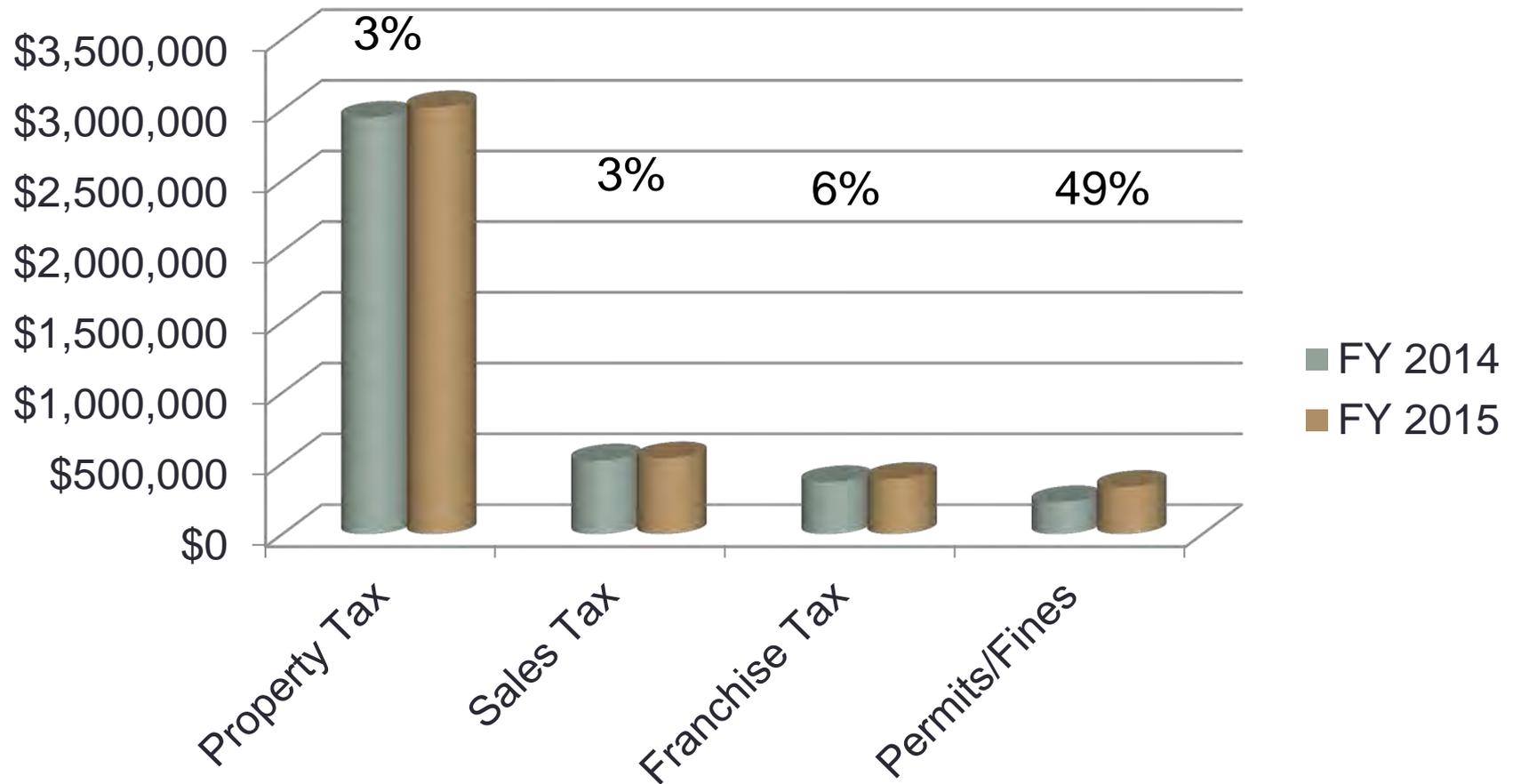
December 31, 2014

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# General Fund Revenue & Expense Comparison



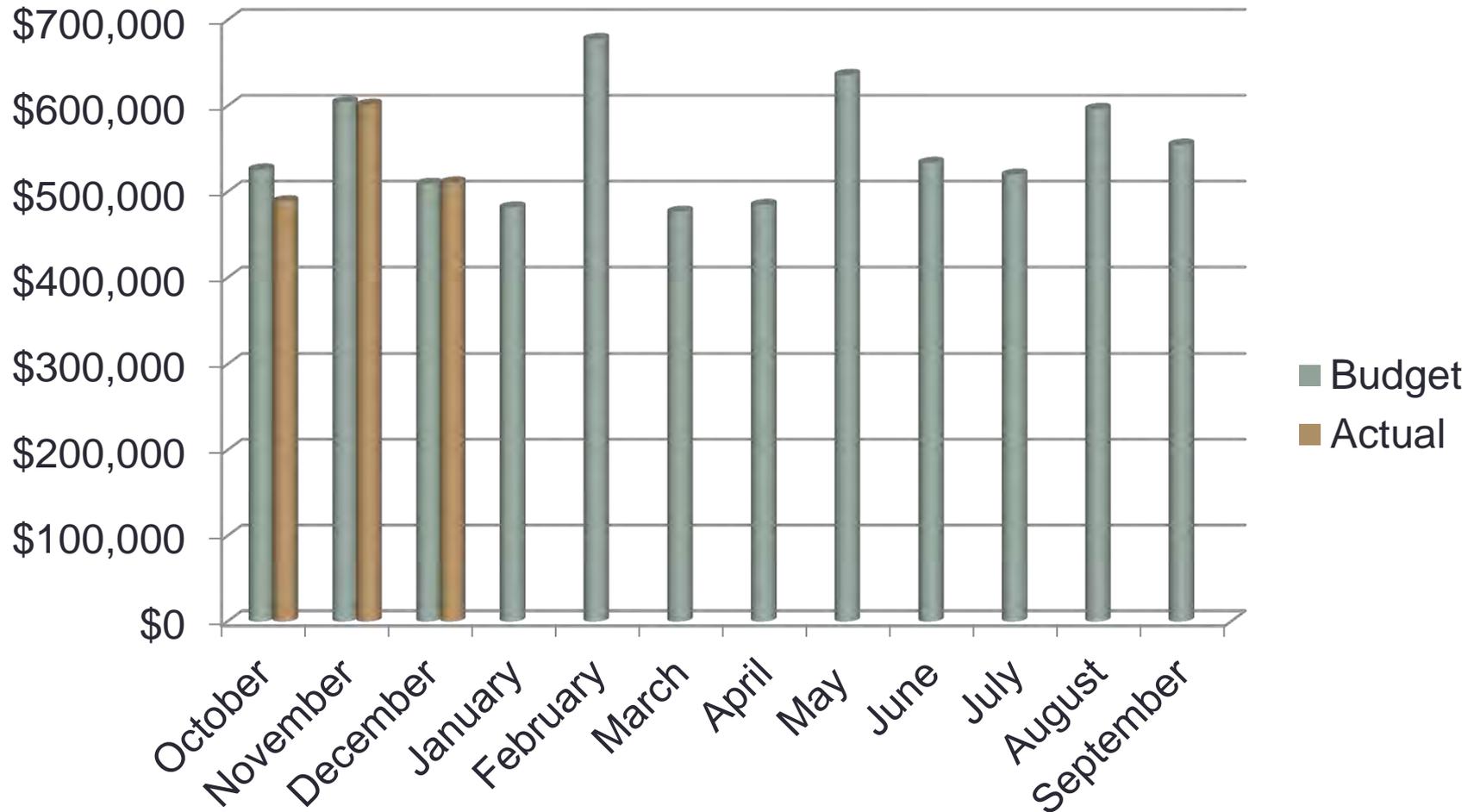
# General Fund Major Revenue Comparison as of December 31, 2014



# Sales Tax Revenues

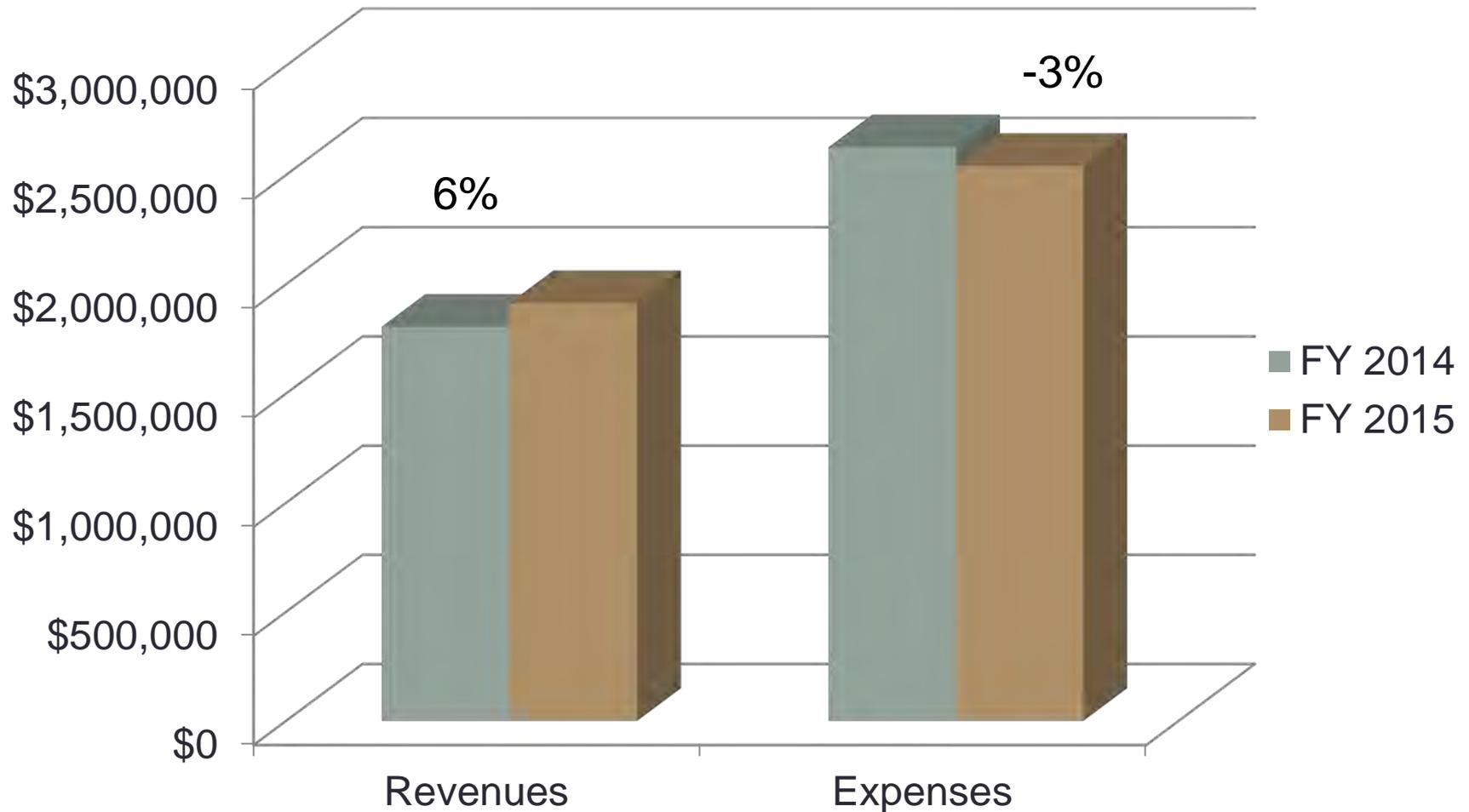
## Budget vs. Actual

### FY 2014-15

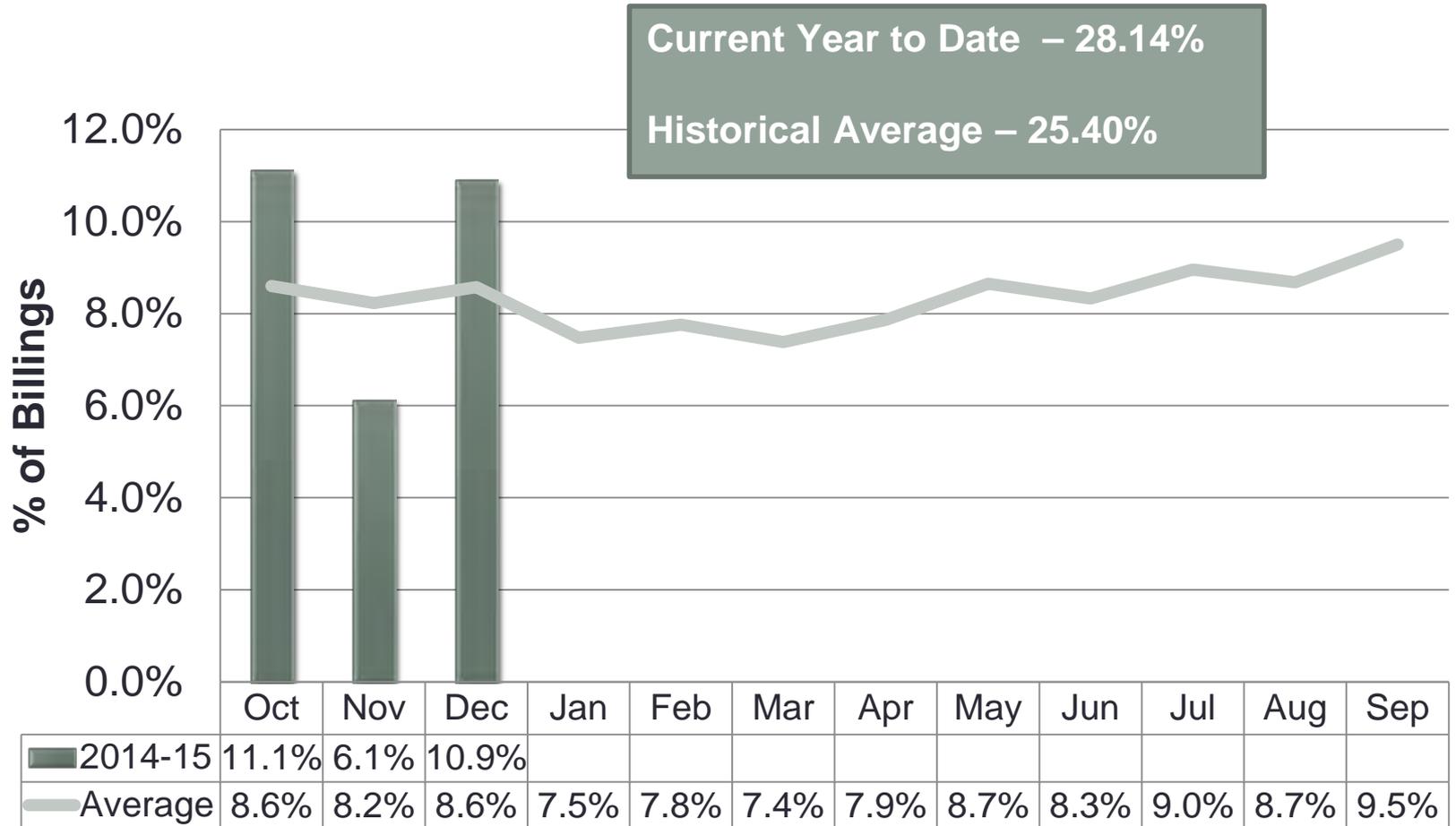


# Utility Fund

## Revenue & Expense Comparison



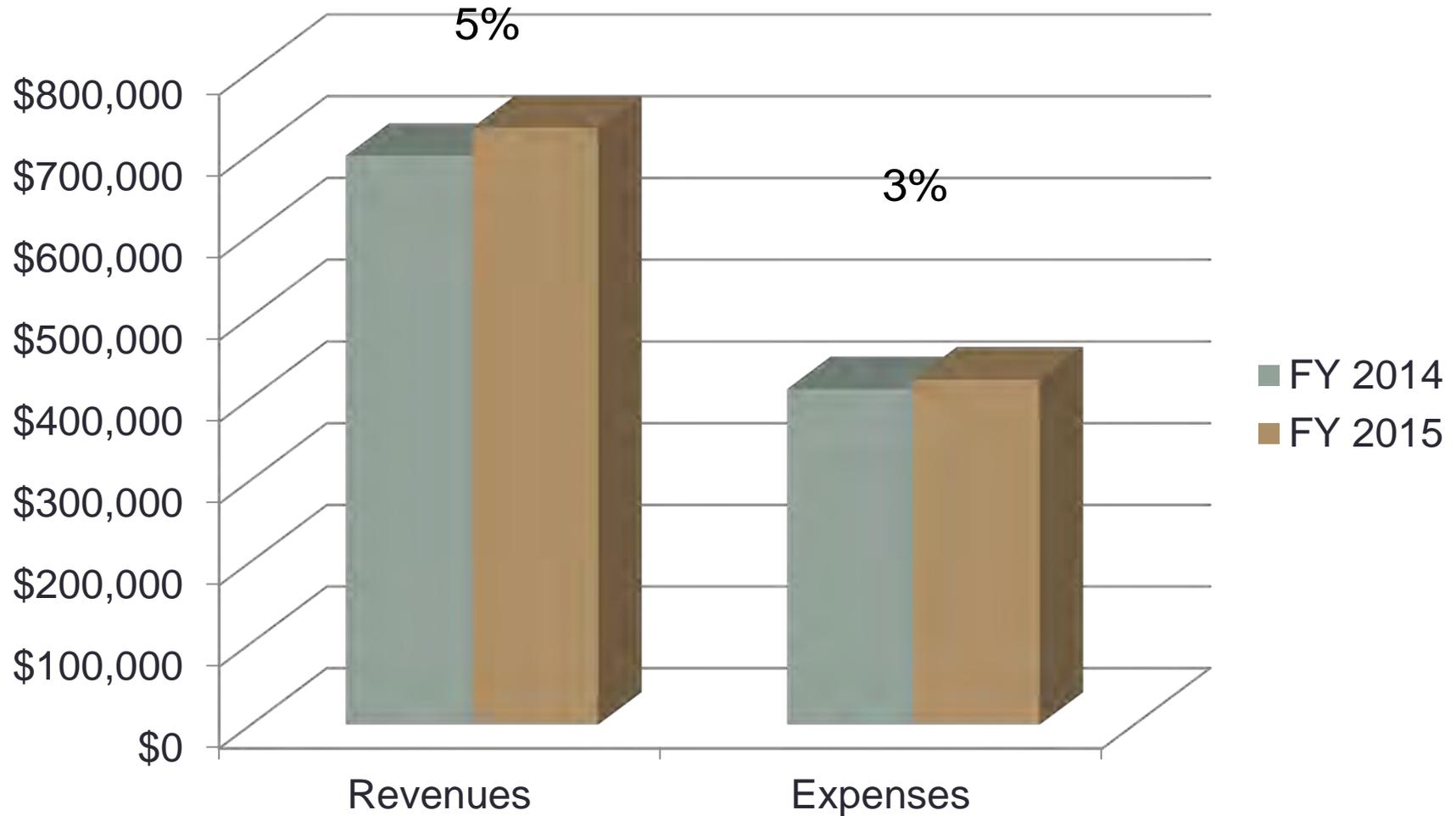
## 2014-15 Analysis of Water & Sewer Billings



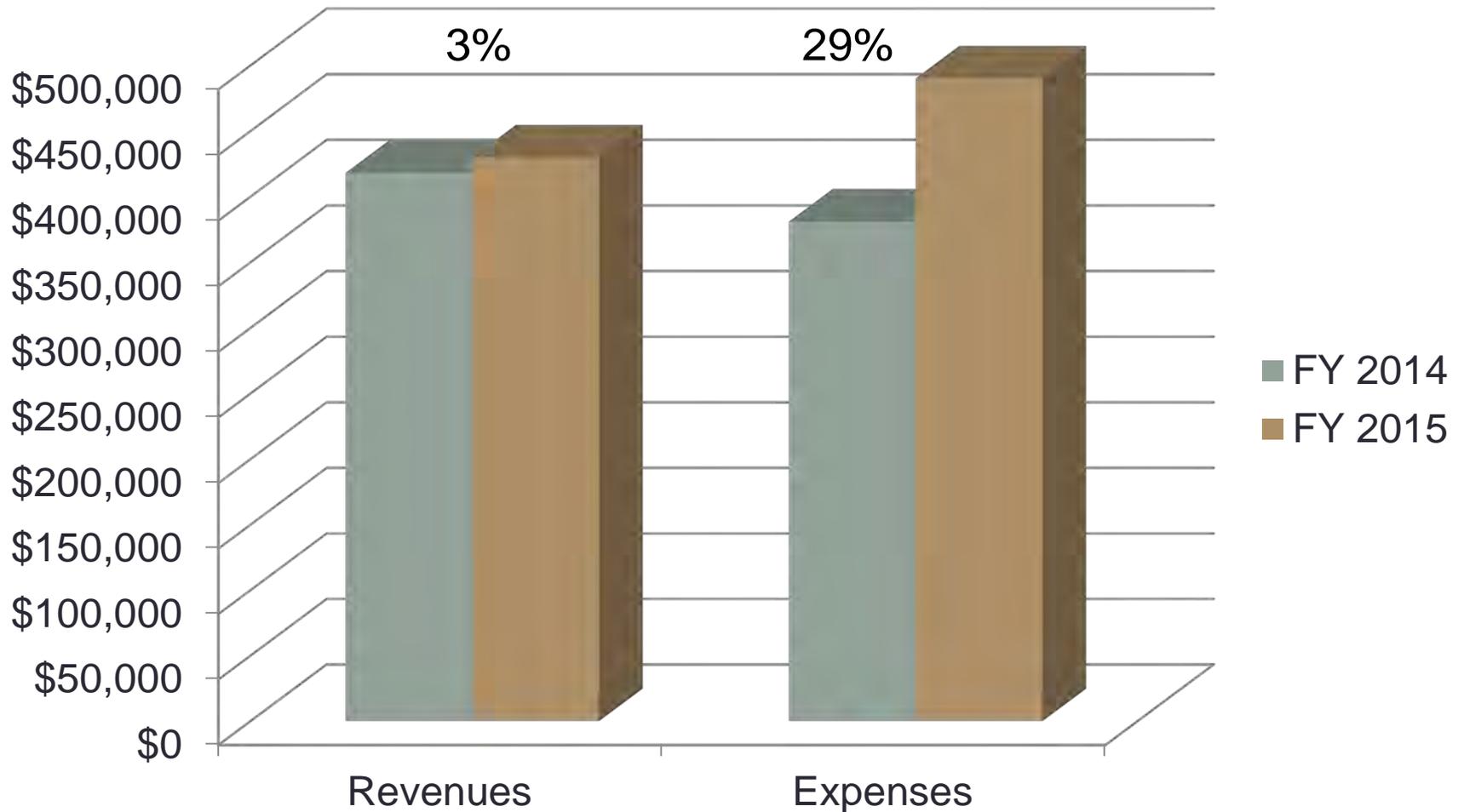
Line - 5 year history of the % of total annual billings per month.

Bar - % of the 2014-15 budgeted revenues billed per month.

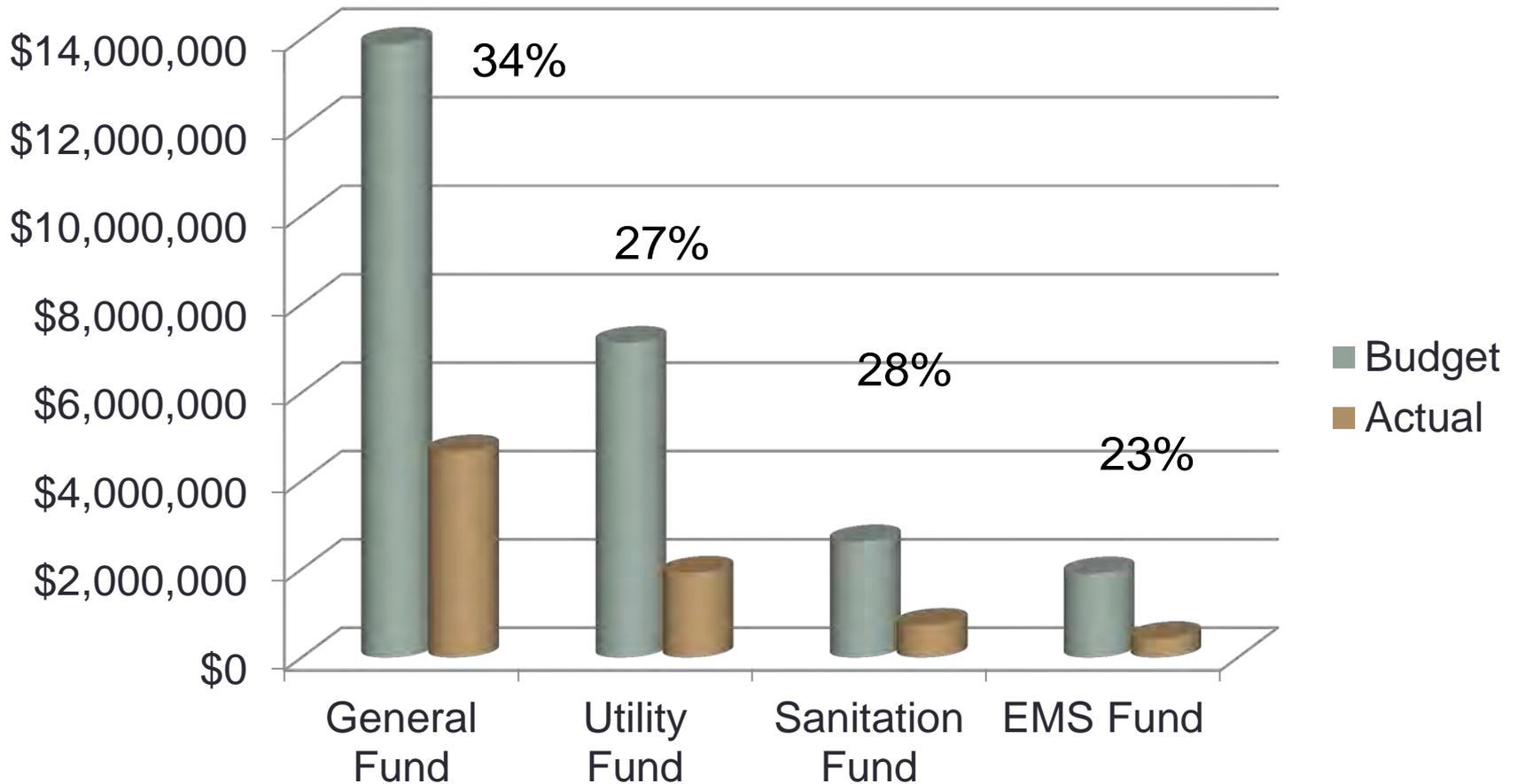
# Sanitation Fund Revenue & Expense Comparison



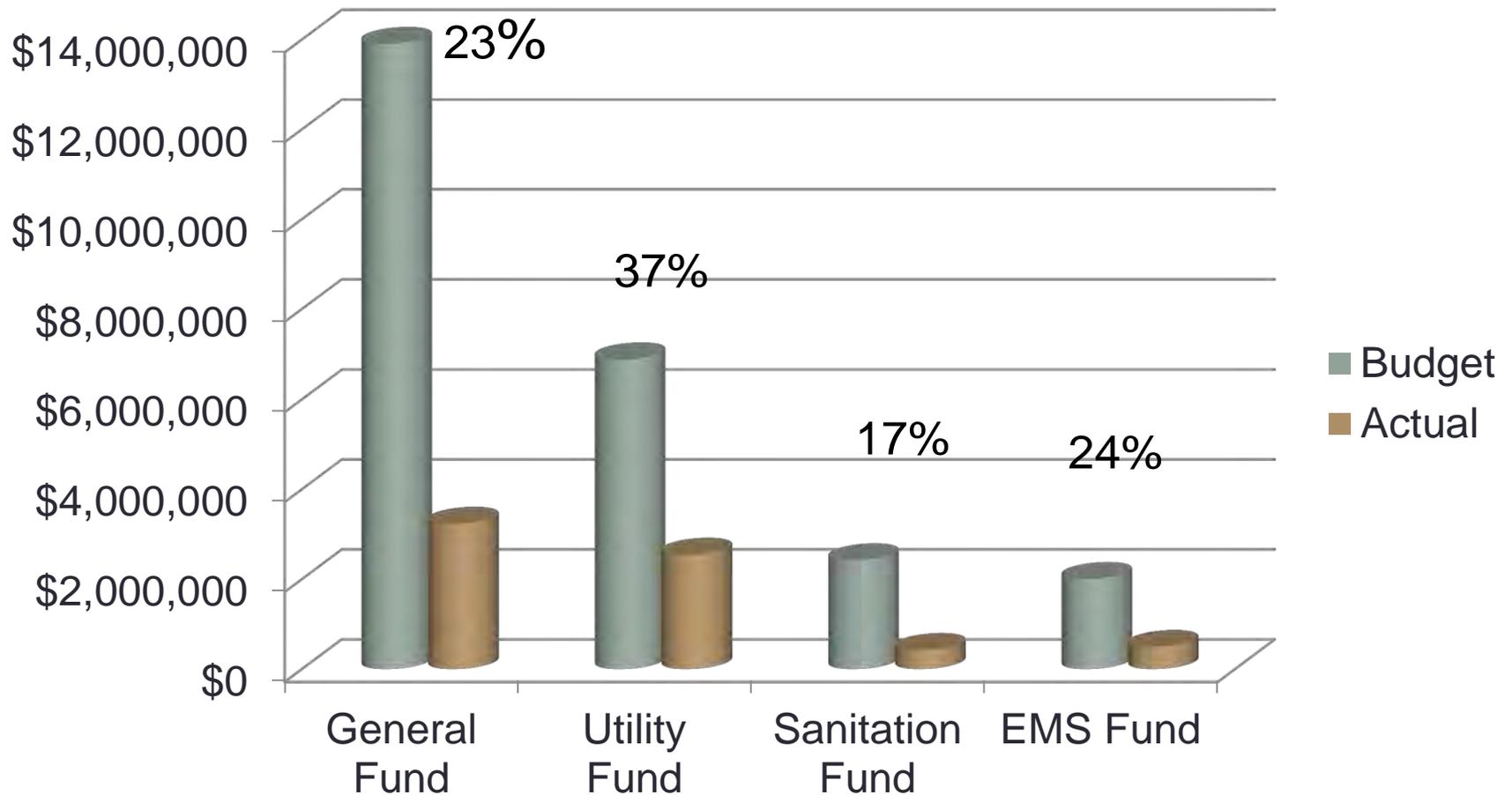
# EMS Fund Revenue & Expense Comparison



# Operating Revenues Budget vs. Actual as of December 31, 2014 (25% of FY)



# Operating Expenditures Budget vs. Actual as of December 31, 2014 (25% of FY)



# Cash and Investments as of December 31, 2014

<b>FUNDS</b>	<b>BALANCE</b>
GENERAL FUND	\$ 5,717,168
UTILITY FUND	5,017,094
SPECIAL REVENUE FUNDS *	1,176,968
TIRZ	258,683
CEMETERY FUND	467,288
SANITATION FUND	1,478,145
EMS FUND	975,263
CAPITAL PROJECTS (GOVERNMENTAL) **	5,420,624
CAPITAL PROJECTS (UTILITY) ***	3,083,008
INTERNAL SERVICE FUNDS ****	1,962,434
<b>Total</b>	<b>\$ <u>25,556,675</u></b>

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



**CITY OF ALVIN**

**MAJOR FUNDS RECAP**

**For the period ending 12/31/2014**



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 12/31/2014**

**GENERAL FUND**

	<u>CURRENT MONTH</u>		<u>% CHANGE</u>	<u>YEAR TO DATE</u>		<u>% CHANGE</u>	<u>CURRENT BUDGET</u>	<u>BUDGET BALANCE</u>
	<u>LAST YEAR</u>	<u>THIS YEAR</u>		<u>LAST YEAR</u>	<u>THIS YEAR</u>			
<b>REVENUES</b>								
GENERAL PROPERTY TAXES	1,431,351	2,617,412	83%	2,942,192	3,016,109	3%	7,796,703	4,780,594
SALES TAXES	163,185	170,268	4%	518,394	533,682	3%	2,200,044	1,666,362
OTHER TAXES	-	-	0%	-	-		25,000	25,000
FRANCHISE TAXES	45	35	-22%	365,529	388,515	6%	1,330,000	941,485
PERMITS AND LICENSES	45,044	80,188	78%	97,264	200,314	106%	442,100	241,786
FINES AND FORFEITURES	42,230	50,316	19%	125,889	131,350	4%	538,500	407,150
OTHER INCOME	87,927	86,872	-1%	100,319	123,124	23%	466,032	342,908
INTRAGOVERNMENTAL	85,217	89,530	5%	255,650	268,590	5%	1,074,358	805,768
<b>TOTAL REVENUES</b>	<b>1,854,998</b>	<b>3,094,620</b>	<b>67%</b>	<b>4,405,238</b>	<b>4,661,683</b>	<b>6%</b>	<b>13,872,737</b>	<b>9,211,053</b>
<b>EXPENDITURES</b>								
CITY COUNCIL	3,941	2,868	-27%	11,886	10,021	-16%	60,089	50,068
CITY CLERK	16,528	24,351	47%	47,253	55,738	18%	252,741	197,003
CITY ATTORNEY	41,604	38,013	-9%	84,517	82,763	-2%	447,242	364,479
CITY MANAGER	30,717	26,138	-15%	62,524	57,915	-7%	278,963	221,048
ECONOMIC DEVELOPMENTS	14,968	28,890	93%	43,129	65,651	52%	240,051	174,400
FINANCE	30,593	32,803	7%	84,611	71,983	-15%	428,908	356,925
COURT	12,304	16,670	35%	34,449	36,577	6%	189,475	152,898
HUMAN RESOURCES	6,950	8,932	29%	19,228	20,369	6%	163,458	143,089
CITY HALL	16,714	4,569	-73%	31,465	25,791	-18%	133,050	107,259
POLICE	496,964	652,481	31%	1,339,221	1,536,735	15%	6,273,268	4,736,533
HUMANE	-	23,886		-	56,086		352,030	295,944
FIRE	93,974	79,666	-15%	202,347	217,163	7%	949,403	732,239
ENGINEERING	32,229	62,900	95%	79,443	133,434	68%	698,800	565,366
CODE ENFORCEMENT	9,590	21,904	128%	25,772	43,272	68%	128,956	85,684
PARKS AND RECREATION	114,579	101,819	-11%	267,463	266,222	0%	1,376,789	1,110,567
LIBRARY	23,653	19,478	-18%	52,932	50,996	-4%	109,122	58,126
NON-DEPARTMENTAL	169,584	118,952	-30%	609,275	498,651	-18%	1,818,665	1,320,015
<b>TOTAL EXPENDITURES</b>	<b>1,114,892</b>	<b>1,264,318</b>	<b>13%</b>	<b>2,995,516</b>	<b>3,229,366</b>	<b>8%</b>	<b>13,901,008</b>	<b>10,671,642</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					<u>1,432,317</u>			
BEGINNING FUND BALANCE ( <i>unaudited</i> )					4,768,397			
ENDING FUND BALANCE					<u><u>6,200,714</u></u>			



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 12/31/2014**

**HOTEL FUND**

	<u>CURRENT MONTH</u>		%	<u>YEAR TO DATE</u>		%	CURRENT	BUDGET
	LAST YEAR	THIS YEAR	CHANGE	LAST YEAR	THIS YEAR	CHANGE	BUDGET	BALANCE
<b>REVENUES</b>								
OCCUPANCY TAXES	9,493	8,834	-7%	80,649	72,663	-10%	290,000	217,337
OTHER OPERATING INCOME	376	1,249	232%	2,601	2,471	-5%	6,800	4,329
<b>TOTAL REVENUES</b>	<b>9,869</b>	<b>10,084</b>	<b>2%</b>	<b>83,250</b>	<b>75,134</b>	<b>-10%</b>	<b>296,800</b>	<b>221,666</b>
<b>EXPENDITURES</b>								
PERSONNEL	7,013	9,667	38%	18,670	20,719	11%	93,825	73,106
SUPPLIES	529	60	-89%	1,389	552	-60%	9,200	8,648
CONTRACT SERVICES	14,642	11,302	-23%	36,170	30,189	-17%	163,606	133,417
DEBT SERVICE	18,224	18,547	2%	18,224	18,547	2%	19,658	1,112
INTERFUND TRANSFERS	140	175	25%	421	525	25%	2,101	1,576
<b>TOTAL EXPENDITURES</b>	<b>40,547</b>	<b>39,751</b>	<b>2%</b>	<b>74,873</b>	<b>70,532</b>	<b>-6%</b>	<b>288,390</b>	<b>217,858</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					4,601			
BEGINNING FUND BALANCE ( <i>unaudited</i> )					618,539			
ENDING FUND BALANCE					<b>623,140</b>			



**CITY OF ALVIN**  
**BUDGET VS ACTUAL (Cash basis)**  
**For the period ending 12/31/2014**

**UTILITY FUND**

	<u>CURRENT MONTH</u>		<u>%</u> CHANGE	<u>YEAR TO DATE</u>		<u>%</u> CHANGE	<u>CURRENT</u> <u>BUDGET</u>	<u>BUDGET</u> <u>BALANCE</u>
	<u>LAST YEAR</u>	<u>THIS YEAR</u>		<u>LAST YEAR</u>	<u>THIS YEAR</u>			
<b>REVENUES</b>								
CHARGES FOR SERVICES	512,124	715,343	40%	1,772,621	1,857,595	5%	6,812,641	4,955,046
OTHER OPERATING INCOME	9,730	22,977	136%	32,449	54,654	68%	303,025	248,371
<b>TOTAL REVENUES</b>	<b>521,855</b>	<b>738,320</b>	<b>41%</b>	<b>1,805,070</b>	<b>1,912,249</b>	<b>6%</b>	<b>7,115,666</b>	<b>5,203,417</b>
<b>EXPENDITURES</b>								
WATER	105,241	65,407	-38%	217,976	191,060	-12%	1,324,024	1,132,964
SEWER	65,457	57,916	-12%	179,572	145,539	-19%	994,891	849,352
WASTEWATER TREATMENT	61,889	41,352	-33%	153,772	156,747	2%	874,586	717,839
ADMINISTRATION	23,813	33,653	41%	65,197	75,643	16%	328,872	253,229
BILLING AND COLLECTIONS	23,854	34,672	45%	45,268	60,953	35%	272,299	211,346
PUBLIC SERVICES FACILITY	8,699	2,843	-67%	39,226	37,712	-4%	99,150	61,438
CODE ENFORCEMENT PROGRAM	2,088	5,620	169%	6,786	15,598	130%	64,016	48,418
OTHER REQUIREMENTS	212,822	58,173	-73%	258,442	270,657	5%	1,077,074	806,417
<b>TOTAL OPERATING EXPENDITURES</b>	<b>503,862</b>	<b>299,636</b>	<b>-41%</b>	<b>966,239</b>	<b>953,909</b>	<b>-1%</b>	<b>5,034,913</b>	<b>4,081,004</b>
DEBT SERVICE				1,659,148	1,586,577	-4%	1,841,196	254,619
CAPITAL PROJECTS						0%		
<b>TOTAL EXPENDITURES</b>	<b>503,862</b>	<b>299,636</b>	<b>-41%</b>	<b>2,625,387</b>	<b>2,540,486</b>	<b>-3%</b>	<b>6,876,109</b>	<b>4,335,623</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					<u>(628,238)</u>			
BEGINNING NET OPERATING ASSETS (unaudited)					<u>4,222,454</u>			
ENDING NET OPERATING ASSETS					<u><b>3,594,216</b></u>			



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 12/31/2014**

**SANITATION FUND**

	<i>CURRENT MONTH</i>			<i>YEAR TO DATE</i>			<b>CURRENT BUDGET</b>	<b>BUDGET BALANCE</b>
	<i>LAST YEAR</i>	<i>THIS YEAR</i>	<i>% CHANGE</i>	<i>LAST YEAR</i>	<i>THIS YEAR</i>	<i>% CHANGE</i>		
<b>REVENUES</b>								
CHARGES FOR SERVICES	212,380	287,385	35%	695,714	729,840	5%	2,619,429	1,889,589
OTHER OPERATING INCOME	196	235	20%	615	591	-4%	2,300	1,709
<b>TOTAL REVENUES</b>	<b>212,576</b>	<b>287,620</b>	<b>35%</b>	<b>696,329</b>	<b>730,431</b>	<b>5%</b>	<b>2,621,729</b>	<b>1,891,298</b>
<b>EXPENDITURES</b>								
CONTRACT SERVICES	344,949	182,495	-47%	345,115	362,173	5%	2,177,728	1,815,555
INTERFUND TRANSFERS	12,809	11,055	-14%	38,428	33,164	-14%	209,279	176,115
DEBT SERVICE	27,433	27,291	-1%	27,433	27,290	-1%	28,926	1,636
<b>TOTAL EXPENDITURES</b>	<b>385,192</b>	<b>220,840</b>	<b>-43%</b>	<b>410,977</b>	<b>422,627</b>	<b>3%</b>	<b>2,415,933</b>	<b>1,815,555</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					<u>307,804</u>			
<b>BEGINNING NET OPERATING ASSETS</b>					<u>1,409,809</u>			
<b>ENDING NET OPERATING ASSETS</b>					<u><u>1,717,613</u></u>			



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 12/31/2014**

	<u>CURRENT MONTH</u>		%	<u>YEAR TO DATE</u>		%	CURRENT BUDGET	BUDGET BALANCE
	LAST YEAR	THIS YEAR		CHANGE	LAST YEAR			
<b>EMS FUND</b>								
<b><u>REVENUES</u></b>								
CHARGES FOR SERVICES	237,828	237,416	0%	417,263	429,246	3%	1,886,900	1,457,654
OTHER OPERATING INCOME	112	297	164%	696	490	-30%	8,600	8,110
<b>TOTAL REVENUES</b>	<b>237,940</b>	<b>237,713</b>	<b>0%</b>	<b>417,959</b>	<b>429,736</b>	<b>3%</b>	<b>1,895,500</b>	<b>1,465,764</b>
<b><u>EXPENDITURES</u></b>								
PERSONNEL	84,782	126,452	49%	230,578	258,279	12%	1,049,006	790,727
SUPPLIES	10,952	25,551	133%	37,120	43,983	18%	205,100	161,117
CONTRACT SERVICES	16,742	10,258	-39%	58,307	43,730	-25%	392,424	348,694
DEBT SERVICE	5	2	-71%	17	6	-67%	9,343	9,337
INTERFUND TRANSFERS	18,291	20,494	12%	54,874	61,483	12%	245,934	184,451
<b>OPERATING EXPENDITURES</b>	<b>130,773</b>	<b>182,758</b>	<b>40%</b>	<b>380,895</b>	<b>407,481</b>	<b>7%</b>	<b>1,901,807</b>	<b>1,494,326</b>
CAPITAL OUTLAY (NON RECURRING)	-	18,056		-	82,473		100,000	17,527
<b>TOTAL EXPENDITURES</b>	<b>130,773</b>	<b>200,814</b>	<b>54%</b>	<b>380,895</b>	<b>489,954</b>	<b>29%</b>	<b>2,001,807</b>	<b>1,511,853</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					(60,218)			
BEGINNING WORKING CAPITAL (unaudited)					882,525			
ENDING WORKING CAPITAL					<b>822,307</b>			



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 12/31/2014**

	<u>CURRENT MONTH</u>			<u>YEAR TO DATE</u>			<u>CURRENT BUDGET</u>	<u>BUDGET BALANCE</u>
	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>% CHANGE</u>	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>% CHANGE</u>		
<b>SALES TAX FUND</b>								
<b><u>REVENUES</u></b>								
SALES TAX REVENUES	326,272	340,434	4%	1,036,478	1,067,044	3%	4,400,890	3,333,846
OTHER OPERATING INCOME	7,320	2,490	-66%	8,432	3,565	-58%	15,000	11,435
<b>TOTAL REVENUES</b>	<b>333,592</b>	<b>342,924</b>	<b>3%</b>	<b>1,044,910</b>	<b>1,070,609</b>	<b>2%</b>	<b>4,415,890</b>	<b>3,345,281</b>
<b><u>EXPENDITURES</u></b>								
PERSONNEL (STREET)	57,186	92,864	62%	164,222	196,911	20%	928,772	731,861
PERSONNEL (CODE ENFORCEMENT)	5,331	7,732	45%	14,328	15,967	11%	71,827	55,860
SUPPLIES	14,642	18,912	29%	47,010	53,310	13%	345,750	292,440
CONTRACT SERVICES	375,602	52,940	-86%	516,989	158,001	-69%	1,325,894	1,167,893
CAPITAL OUTLAY (CIP)	104,946	-	-100%	126,431	35,862	-72%	2,572,736	2,536,874
DEBT	-	-	0%	-	-	0%	-	-
INTERFUND TRANSFERS	57,158	66,402	16%	170,911	189,243	11%	768,453	579,210
<b>TOTAL EXPENDITURES</b>	<b>614,866</b>	<b>238,850</b>	<b>-61%</b>	<b>1,039,890</b>	<b>649,294</b>	<b>-38%</b>	<b>6,013,432</b>	<b>5,364,138</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					421,316			
BEGINNING FUND BALANCE (unaudited)					4,489,985			
<b>ENDING FUND BALANCE</b>					<b>4,911,301</b>			



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 12/31/2014**

**SHOP FUND**

	<u>CURRENT MONTH</u>			<u>YEAR TO DATE</u>			<u>CURRENT BUDGET</u>	<u>BUDGET BALANCE</u>
	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>% CHANGE</u>	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>% CHANGE</u>		
<b>REVENUES</b>								
INTRA GOVERNMENTAL TRANSFERS	39,313	64,127	63%	118,188	192,455	63%	769,597	577,142
OTHER OPERATING INCOME	6,637	1,331	-80%	6,645	1,338	-80%	-	(1,338)
<b>TOTAL REVENUES</b>	<b>45,950</b>	<b>65,457</b>	<b>-30%</b>	<b>124,833</b>	<b>193,793</b>	<b>55%</b>	<b>769,597</b>	<b>575,804</b>
<b>EXPENDITURES</b>								
PERSONNEL	12,158	22,335	84%	36,581	46,839	28%	202,404	155,565
SUPPLIES	6,007	11,938	99%	32,906	32,347	-2%	167,200	134,853
CONTRACT SERVICES	40,631	16,359	-60%	100,734	161,839	61%	388,912	227,073
INTERFUND TRANSFERS	833	923	11%	2,499	2,770	11%	11,080	8,581
<b>TOTAL EXPENDITURES</b>	<b>59,629</b>	<b>51,555</b>	<b>-14%</b>	<b>172,720</b>	<b>243,795</b>	<b>41%</b>	<b>769,596</b>	<b>526,072</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					(50,002)			
BEGINNING OPERATING ASSETS (unaudited)					140,049			
ENDING OPERATING ASSETS					<u>90,047</u>			



# AGENDA COMMENTARY

Discussion Date:

Approval Date: 01/22/2015

Submitted By: Junru Roland

## SUBJECT:

Receive and acknowledge the quarterly investment report for the quarter ending 12/31/2014.

## DISCUSSION:

Per the Public Funds Investment Act of Texas and the City's investment policy, a quarterly investment report for the period ending December 31, 2014 has been prepared and submitted for Council's review.

## RECOMMENDATION:

Move to acknowledge receipt of the December 31, 2014 quarterly investment report.

## ATTACHMENTS:

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

Submitted by:

Junru Roland  
Department Head

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.01.14 16:54:43  
-06'00'

Funds Available:

Junru Roland  
Finance Director

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com, o=City  
of Alvin, ou=Finance Department,  
c=US  
Date: 2015.01.14 16:54:49 -06'00'

Approved as to Form:

Bobbi J Kacz  
City Attorney

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2015.01.14 17:03:44 -06'00'

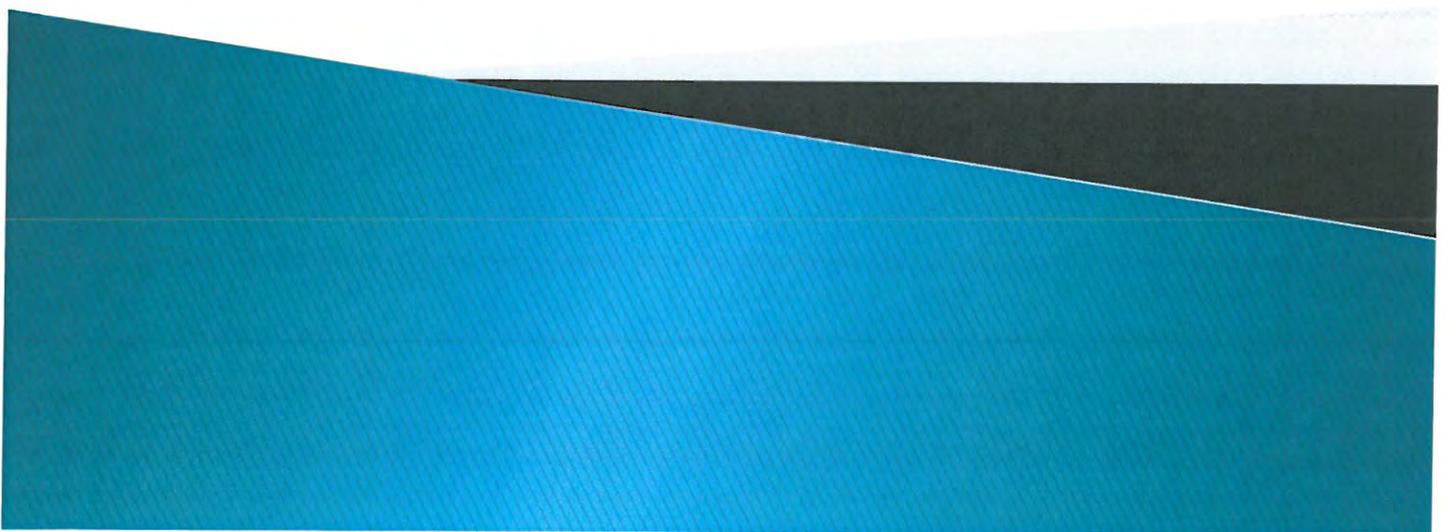
Approved By:

Junru Roland  
City Manager

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.01.14 19:07:56 -06'00'

# City of Alvin

Quarterly Investment Report  
as of  
December 31, 2014



**City of Alvin  
Investment Report  
For the Period Ending December 31, 2014**

	Beginning Balance October 1, 2014	Ending Balance December 31, 2014
<b>Cash and Investment Pools</b>		
Cash in Wells Fargo Bank *	\$ 9,102,289	\$ 10,054,883
Texpool		
Book Value	10,235,651	10,236,487
Market Value	10,235,651	10,236,487
TexStar		
Book Value	\$ 2,313,757	\$ 2,314,005
Market Value	2,313,757	2,314,005
<b>Brokered Certificate of Deposits</b>		
Book Value	\$ 1,245,791	\$ 997,208
Market Value	1,245,791	997,208
Par Value	1,250,000	1,000,000
<b>Money Market</b>		
Book Value	\$ 1,774,976	\$ 1,775,111
Market Value	1,774,976	1,775,111
<b>Total Portfolio</b>		
Book Value	\$ 24,672,464	\$ 25,377,692
Market Value	24,672,464	25,377,692
Par Value	24,676,673	25,380,485
Weighted Average Maturity (in Days)**		29
Weighted Average Yield-to-Maturity **		0.0715%
Current YTD Interest Earnings		
Accrued Interest	\$	2,817
<b>Comparative Yields</b>		
3 month Treasury Bill		0.04%
6 month Treasury Bill		0.12%
2 Year Treasury Note		0.67%

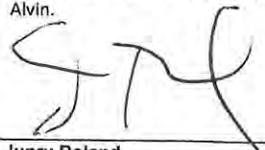
\* Bank Statement Balance (Consolidated & Payroll Accounts)

\*\* Calculation excludes Cash in Bank Balances

City of Alvin  
 Summary Investment Report  
 Quarter Ending 12/31/2014

														Current Date: 12/31/2014		
Fund	Description	Type	CUSIP	Coupon	Settlement Date	Maturity Date	Call Date	Par Value	Purchase Price	Purchase Cost	Book Value	Mkt Price	Mkt Value	Days to Maturity	YTM	
General Fund	TexSTAR	LGIP		0.0501				100,163.67	100.000	100,163.67	100,163.67	100.000	100,163.67	1	0.0501	
General Fund	TexPool	LGIP		0.0430				4,337,365.88	100.000	4,337,365.88	4,337,365.88	100.000	4,337,365.88	1	0.0430	
General Fund	DWS-GCIS	MMKT		0.0300				1,775,110.55	100.000	1,775,110.55	1,775,110.55	100.000	1,775,110.55	1	0.0300	
Utility Fund	TexSTAR	LGIP		0.0501				10,103.27	100.000	10,103.27	10,103.27	100.000	10,103.27	1	0.0501	
Utility Fund	TexPool	LGIP		0.0430				978,449.09	100.000	978,449.09	978,449.09	100.000	978,449.09	1	0.0430	
Utility Fund	TexPool	LGIP		0.0430				437,238.00	100.000	437,238.00	437,238.00	100.000	437,238.00	1	0.0430	
Utility Fund	CD	CD	065680HZ6	0.2500	6/4/2014	12/4/2014		-	100.000	-	-	99.905	-	-27	0.2500	
Utility Fund	CD	CD	87164DEQ9	0.3000	5/29/2014	5/29/2015		250,000.00	100.000	250,000.00	249,795.75	99.678	249,795.75	149	0.3000	
Impact Fees	TexSTAR	LGIP		0.0501				100,419.59	100.000	100,419.59	100,419.59	100.000	100,419.59	1	0.0501	
Impact Fees	TexPool	LGIP		0.0430				162,669.90	100.000	162,669.90	162,669.90	100.000	162,669.90	1	0.0430	
2005 Bonds	TexPool	LGIP		0.0430				281,478.76	100.000	281,478.76	281,478.76	100.000	281,478.76	1	0.0430	
2006 Bonds Utility	TexPool	LGIP		0.0430				810,438.61	100.000	810,438.61	810,438.61	100.000	810,438.61	1	0.0430	
2008 Bonds Utility	TexPool	LGIP		0.0430				585,017.79	100.000	585,017.79	585,017.79	100.000	585,017.79	1	0.0430	
Sanitation Fund	TexPool	LGIP		0.0430				67,580.58	100.000	67,580.58	67,580.58	100.000	67,580.58	1	0.0430	
Sanitation Fund	TexSTAR	LGIP		0.0501				231,487.28	100.000	231,487.28	231,487.28	100.000	231,487.28	1	0.0501	
Sales Tax Fund	TexSTAR	LGIP		0.0501				23,978.69	100.000	23,978.69	23,978.69	100.000	23,978.69	1	0.0501	
Sales Tax Fund	TexPool	LGIP		0.0430				1,628,671.61	100.000	1,628,671.61	1,628,671.61	100.000	1,628,671.61	1	0.0430	
Sales Tax Fund	CD	CD	02006LEY5	0.5500	6/4/2014	6/6/2016		250,000.00	100.000	250,000.00	249,137.25	99.585	249,137.25	523	0.5500	
Sales Tax Fund	CD	CD	254671U24	0.5500	6/4/2014	6/6/2016		250,000.00	100.000	250,000.00	249,137.25	99.585	249,137.25	523	0.5500	
Sales Tax Fund	CD	CD	38147JD58	0.5500	6/4/2014	6/6/2016		250,000.00	100.000	250,000.00	249,137.25	99.668	249,137.25	523	0.5500	
2006 Bonds Gov't	TexPool	LGIP		0.0430				194,025.15	100.000	194,025.15	194,025.15	99.668	194,025.15	1	0.0430	
2006 Bonds Gov't	TexSTAR	LGIP		0.0501				49,714.62	100.000	49,714.62	49,714.62	100.000	49,714.62	1	0.0501	
Debt Service	TexPool	LGIP		0.0430				20,302.33	100.000	20,302.33	20,302.33	100.000	20,302.33	1	0.0430	
Cemetery Fund	TexPool	LGIP		0.0430				146,755.46	100.000	146,755.46	146,755.46	100.000	146,755.46	1	0.0430	
Cemetery Fund	TexSTAR	LGIP		0.0430				282,643.33	100.000	282,643.33	282,643.33	100.000	282,643.33	1	0.0430	
Cemetery Fund	TexPool	LGIP		0.0430				50,000.00	100.000	50,000.00	50,000.00	100.000	50,000.00	1	0.0430	
2013 TAN	TexSTAR	LGIP		0.0501				922,252.84	100.000	922,252.84	922,252.84	100.000	922,252.84	1	0.0501	
Hotel Motel Fund	TexPool	LGIP		0.0430				73,965.97	100.000	73,965.97	73,965.97	100.000	73,965.97	1	0.0430	
Special Investigation	TexSTAR	LGIP		0.0501				61,061.48	100.000	61,061.48	61,061.48	100.000	61,061.48	1	0.0501	
Building Security	TexSTAR	LGIP		0.0501				65,573.36	100.000	65,573.36	65,573.36	100.000	65,573.36	1	0.0501	
Court Technology	TexSTAR	LGIP		0.0501				0.50	100.000	0.50	0.50	100.000	0.50	1	0.0501	
Donation Fund	TexSTAR	LGIP		0.0501				27,133.80	100.000	27,133.80	27,133.80	100.000	27,133.80	1	0.0501	
Hike and Bike	TexSTAR	LGIP		0.0501				-	100.000	-	-	100.000	-	1	0.0501	
EMS	TexPool	LGIP		0.0430				91,277.18	100.000	91,277.18	91,277.18	100.000	91,277.18	1	0.0430	
EMS	TexSTAR	LGIP		0.0501				19,084.93	100.000	19,084.93	19,084.93	100.000	19,084.93	1	0.0501	
Shop	TexSTAR	LGIP		0.0501				113,995.15	100.000	113,995.15	113,995.15	100.000	113,995.15	1	0.0501	
Veh.Replacement	TexPool	LGIP		0.0430				371,250.76	100.000	371,250.76	371,250.76	100.000	371,250.76	1	0.0430	
Veh.Replacement	TexSTAR	LGIP		0.0501				295,079.91	100.000	295,079.91	295,079.91	100.000	295,079.91	1	0.0501	
Seniors Fund	TexSTAR	LGIP		0.0501				11,305.79	100.000	11,305.79	11,305.79	100.000	11,305.79	1	0.0501	
								<b>15,325,595.83</b>	<b>15,325,595.83</b>	<b>15,322,803.33</b>	<b>15,322,803.33</b>	<b>29</b>	<b>0.0714</b>			

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

  
 Junru Roland  
 Chief Financial Officer



# AGENDA COMMENTARY

Discussion Date: 01/22/2015

Approval Date: 01/22/2015

Submitted By: Brian Smith

## SUBJECT:

Presentation by Code Compliance Division.

## DISCUSSION:

Presentation and discussion from Code Compliance Division on the department's progress and goals.

## RECOMMENDATION:

Discussion Only

## ATTACHMENTS:

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

Submitted by:

Brian  
Smith

Digitally signed by Brian  
Smith  
DN: cn=Brian Smith, o=City  
of Alvin, ou=PSF, c=US  
Date: 2015.01.12 07:48:47  
+06'00'

Department Head

Funds Available:

Finance Director

Approved as to Form:

Bobbi J  
Kacz

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2015.01.14 12:56:30 -0600

City Attorney

Approved By:

Junru  
Roland

Digitally signed by Junru Roland  
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email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.01.14 19:00:45 -0600

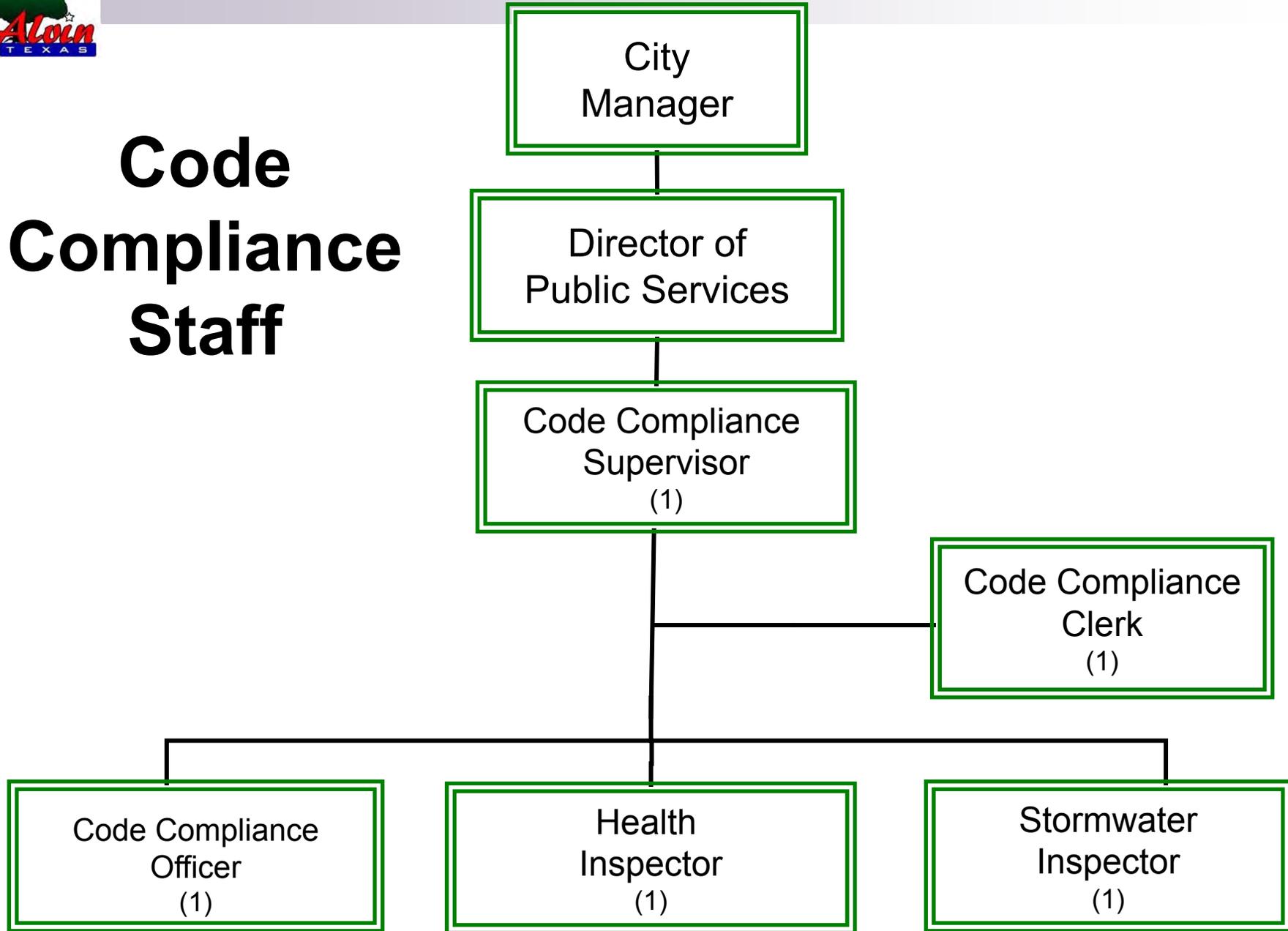
City Manager



# Code Compliance



# Code Compliance Staff





# City of Alvin

Population -approx. 24,200

Businesses

Residences





# Code Compliance

- **Enforcement of codes and ordinances**
- **Inspection and enforcement of all complaints/violations:**
  - **Grass and weeds (2 ½ hours each case)**
  - **Unightly Accumulation of rubbish (3 ½ hours each case)**
  - **Junked/abandoned vehicles (3 ½ hours each case)**
  - **Illegal Signs & Banners**
  - **Nuisance Violations**
  - **Graffiti**
  - **Property Maintenance**
  - **Dangerous Structures**
  - **Miscellaneous Code Violations**
- **Follow up on “Door Hanger” Code Violations.**
- **Provide education for the public regarding rules and regulations.**

Code Compliance Officer – Chuck Levy





# Code Compliance

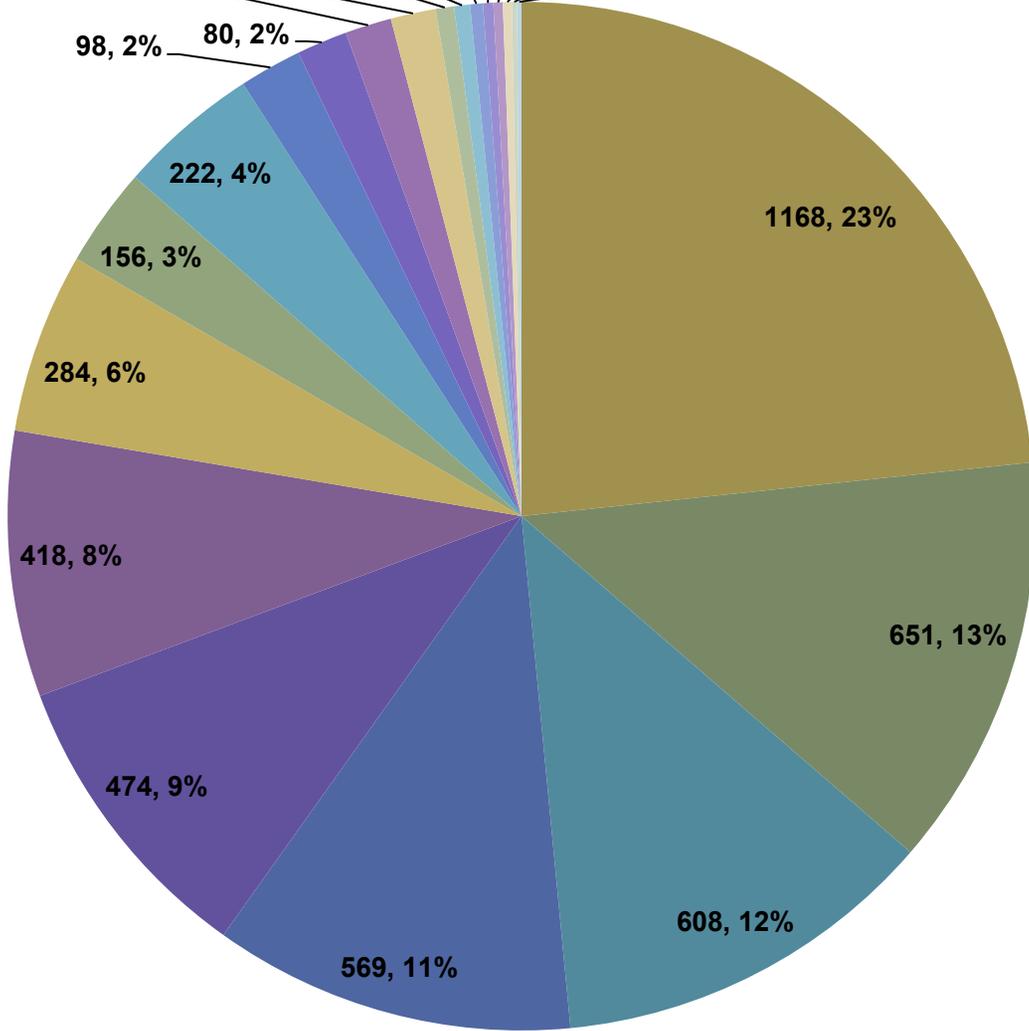
High grass/weeds Inspections	1168
Junk Nuisance Inspections	651
Red Tags	608
Signs Pulled	569
PD Door Hangers	474
Itinerant Merchants/Mobile Vendors	418
Property Maintenance Inspections	284
Mobile Home Inspections	156
Junk/Abandoned Vehicle Inspections	222
Meetings/Admin	98
Sign Nuisance Inspections	80
Releases of Lien	73
Mow Lien Payoffs	71
Dangerous Building Inspections	29
Letters	25
Graffiti Violations	20
Placards	16
Banner Permits Issued/Denied	15
Illegal Dumping	14
Roll-Off Container Inspections	8
Stagnant Water Inspections	7

**2014 – 5,006 violations/cases/actions**





73, 1%    71, 1%    29, 1%    25, 0%    20, 0%    16, 0%    15, 0%    14, 0%    8, 0%    7, 0%



- High grass/weeds Inspections
- Junk Nuisance Inspections
- Red Tags
- Signs Pulled
- PD Door Hangers
- Itinerant Merchants/Mobile Vendors
- Property Maintenance Inspections
- Mobile Home Inspections
- Junk/Abandoned Vehicle Inspections
- Meetings/Admin
- Sign Nuisance Inspections
- Releases of Lien
- Mow Lien Payoffs
- Dangerous Building Inspections
- Letters
- Graffiti Violations
- Placards
- Banner Permits Issued/Denied
- Illegal Dumping
- Roll-Off Container Inspections
- Stagnant Water Inspections

**2014 – 5,006 violations/cases/actions**





# Health Inspections

## Health Inspections on Routine and Complaint basis:

- Food Service Establishments *(each inspection 1 1/2 hours)*
- School Inspections *(each inspection 1 hour)*
- Day Care/Assisted Living Facilities/Foster Homes *(each inspection 1 hour)*
- Environmental Health Hazards *(each inspection 1 1/2 hours)*
- Apartment and/or Rental Home Complaint Inspections
- Weekend and Call-out inspections on an emergency basis. *(Avg 2 hours per call out)*
- Education for the public regarding rules and regulations.

## Routine Inspections & Annual License Processing:

- Mobile Home Parks
- Golf Cart Licenses
- Taxi Cabs and Wrecker Trucks
- Temporary Health Permits
- Mobile Vending Units
- Amusement Redemption Machines
- Coin Operated Machines
- Beer & Alcohol Establishments

Health Inspector – Shelley Crist



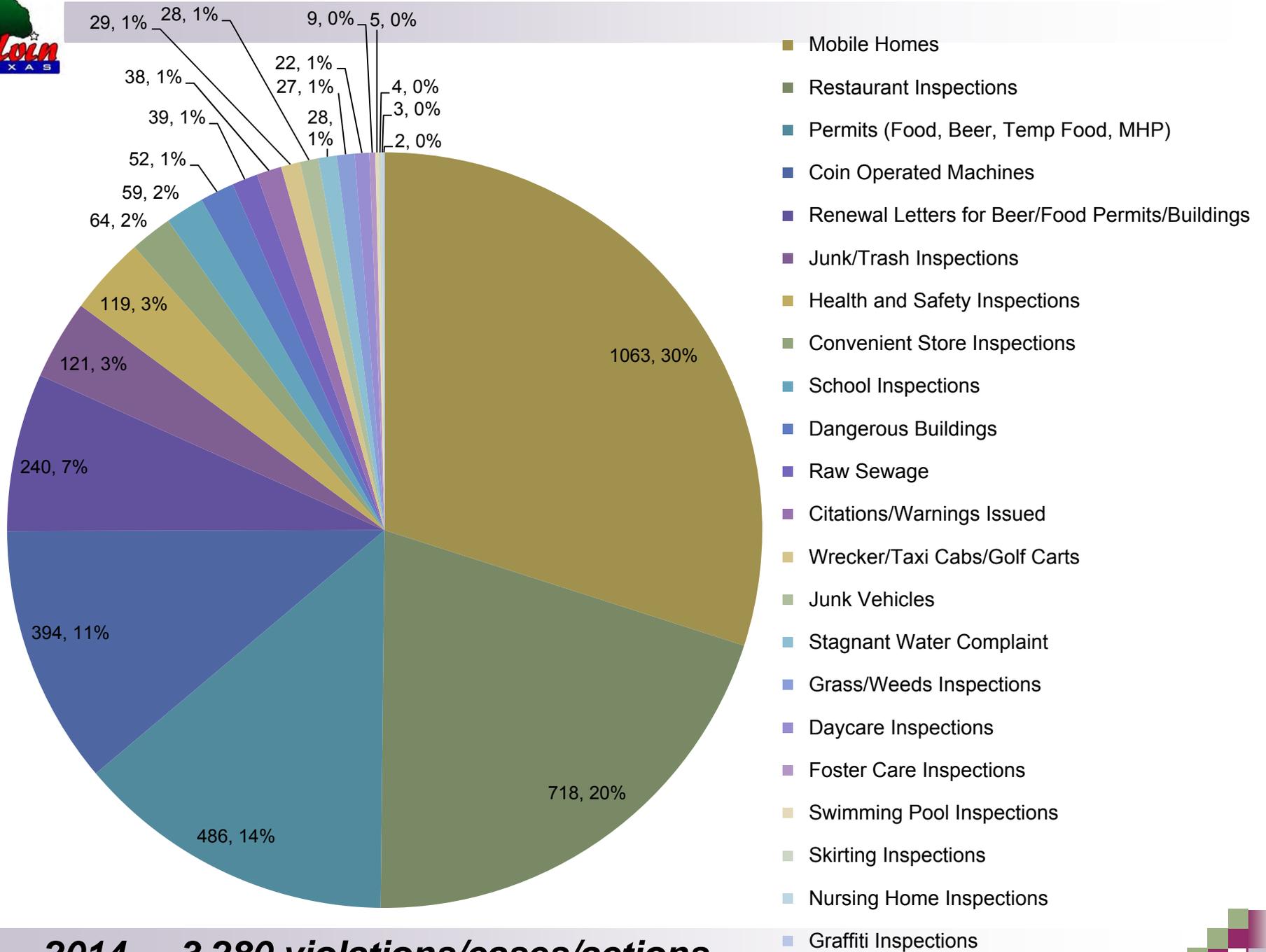


# Health Inspections

Mobile Homes	1063
Restaurant Inspections	718
Permits (Food, Beer, Temp Food, MHP)	486
Coin Operated Machines	394
Renewal Letters for Beer/Food Permits/Buildings	240
Junk/Trash Inspections	121
Health and Safety Inspections	119
Convenient Store Inspections	64
School Inspections	59
Dangerous Buildings	52
Raw Sewage	39
Citations/Warnings Issued	38
Wrecker/Taxi Cabs/Golf Carts	29
Junk Vehicles	28
Stagnant Water Complaint	28
Grass/Weeds Inspections	27
Daycare Inspections	22
Foster Care Inspections	9
Swimming Pool Inspections	5
Skirting Inspections	4
Nursing Home Inspections	3
Graffiti Inspections	2

**2014 - 3,280 violations/cases/actions**





**2014 - 3,280 violations/cases/actions**





# Stormwater Inspections

- **Residential Stormwater Compliance Inspections**
- **Commercial Stormwater Compliance Inspections**
- **Inspect detention/retention ponds for proper drainage, high grass and weeds, junk/debris**
- **Inspect ditches throughout the City of Alvin to ensure proper drainage; inspect for high grass and weeds; inspect for junk, trash and debris**
- **Inspect roadways throughout the City of Alvin to ensure there is no excess of mud or debris and that the roads are in safe and drivable condition**
- **Assist other departments as needed**

**2014 – Inspected 5,053 violations**





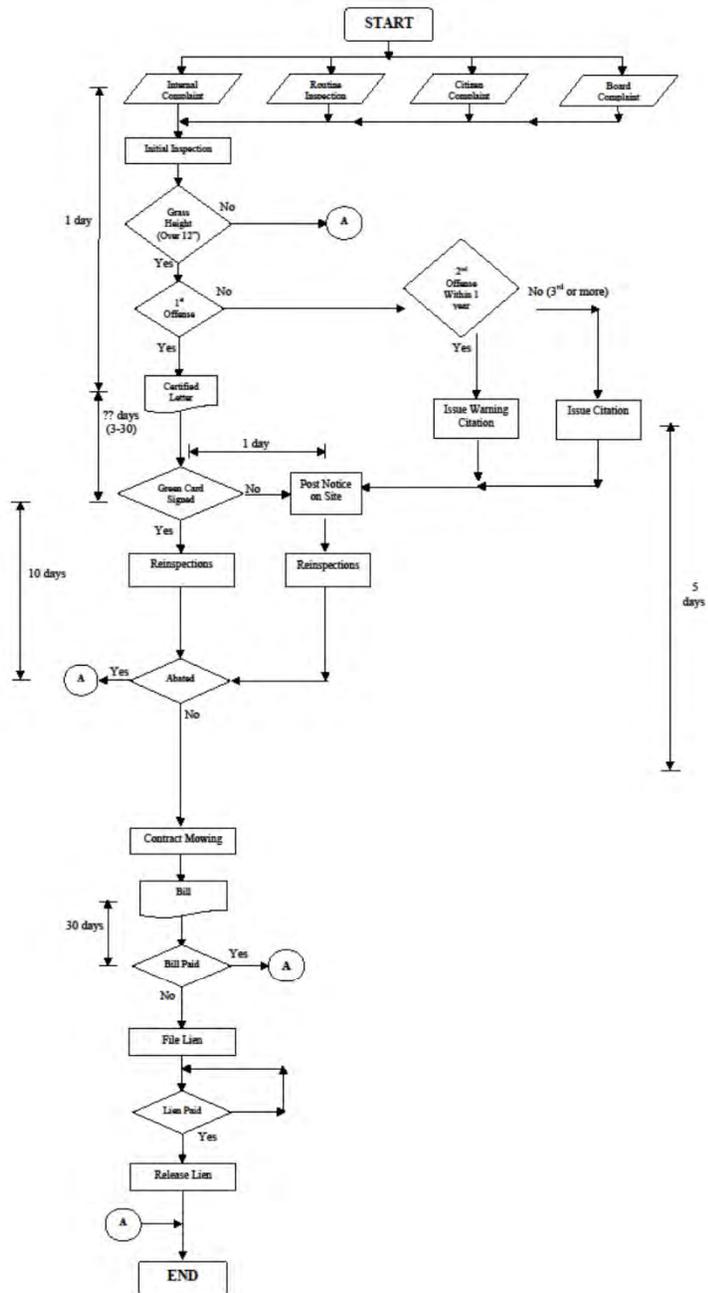
# Code Compliance Cases

- **1<sup>st</sup> Step – Education**  
Educate the Citizen on the Codes and Requirements.
- **2<sup>nd</sup> Step – Warning**  
Revisit the violation, and warn the Citizen of the consequences of continued violations.
- **3<sup>rd</sup> Step – Citation**  
This is the last resort when compliance cannot be obtained.

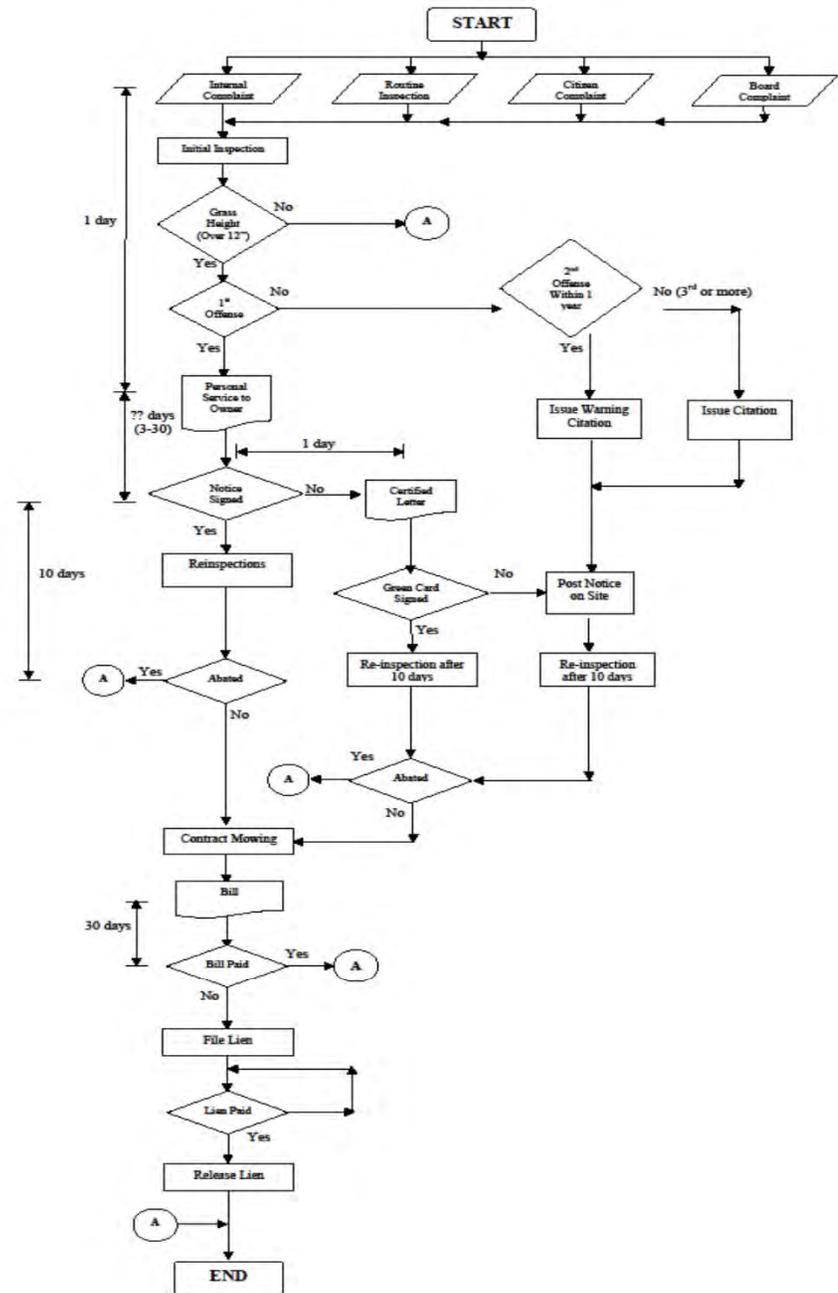
“3 Strikes and You’re Out”



## Grass & Weeds Process Vacant Lot - Unoccupied Property



## Grass & Weeds Process Occupied Building





<b>VIOLATION</b>	<b>Action May Be Taken By:</b>	<b>ACTION</b>
Accumulations (Junk, Tires, etc.)	Code Compliance	45 day process - notice/certified letter/postings
Animal Complaints	Humane Department	
Apartment Issues	Health Inspector	depends on severity - notice/warning/citation
Banners	Code Compliance	Must have City Permit
Construction Without a Permit	Building Inspector - (or PD)	Have contractor stop work immediately until permit issued
Construction Sites - Messy, unkempt	Stormwater Inspector	Notice to comply
Daycare Complaints	Health Inspector	depends on severity
Dumping & Littering (suspect present)	PD	Immediate Citation (<5 lbs Class C; 5-500 lbs Class B; >500 lbs Class A)
Dumping (no suspect present)	Code Compliance	depends on severity - notice/warning/citation
Garage Sale Signs on City Property/Corners	Any Employee	Can be pulled immediately by any City Staff
Grass & Weeds	Code Compliance	30 - 45 day process (after certified letter 3 Day Notice)
Illegal Signs	Code Compliance	notice/warning/citation
Junk Vehicles in Parkways/Easements/Street	PD	Citation/Tag/Tow
Junk Vehicles on Private Property	Code Compliance	45 day process - Citation/Tag/Tow & Destroy
Mobile Vending Units	Health Inspector	Must have Alvin Health License & Permission letter from property owner
Mowing - Neighbor on other's property	PD	This is trespassing. Warning 1st, Then Citation
Parking Violations on public property	PD	Warning or Citation
Refusing to Sign a Citation	PD	Immediate Arrest
Restaurant Complaints	Health Inspector	depends on severity
Sales out of a truck/car	Health Inspector or PD	Must have Alvin Health License
Stagnant Water/Black Pools	Health Inspeotr	depends on severity - notice/warning/citation
Stormwater Inspections	Stormwater Inspector	depends on severity - notice/warning/citation
Trespassing in a Dangerous Structure	PD	Immediate Citation
Unsecured Buildings	Code Compliance	45 day process (Citation for trespass if person in building)
Code of Ordinances are on City Web Site <a href="http://www.alvin-tx.gov">www.alvin-tx.gov</a>		
Code Compliance Clerk - <b>Main Line</b>	Cena Kenner	<b>281-388-4325</b>
Code Compliance Supervisor	Kacey Roman	281-388-4337
Code Compliance Officer	Chuck Levy	281-388-4355
Health Inspector	Shelley Crist	281-388-4353
Stormwater Inspections & Code	Lisa Quintero	281-388-4346





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# Accomplishments





# Re-instated Involvement with Local and State Organizations

- Staff attends every Keep Alvin Beautiful Meeting
- Staff members hold seats on the Board of the Gulf Coast Chapter of the Texas Environmental Health Association. (TEHA)
- For the first time, Code Compliance will be hosting the TEHA Educational Conference in February 2015, which will bring over 200 Health and Code Inspectors to our City.
- Staff are members of the Code Enforcement Association of Texas and attend Educational Conferences. (CEAT)
- Staff are members of the Regional Environmental Task Force and attend Educational Conferences. (RETF)





# Reinstated the Dangerous Structures Inspection Program

- Joint Venture with Building/Engineering Department
- Demolished **13** Dangerous Structures in 2014.
  - 118 Cedar Lane
  - 1309 Rice
  - 915 Chatman
  - 1401 Newman
  - 1114 W. Adoue (Carport)
  - 716 S. 2<sup>nd</sup>
  - 3035 Rowan Burton
  - 1960 Rowan Burton
  - FM 1462 - Savannah Plantation (Pavilion)
  - 108 Lulac
  - 2213 FM 528
  - 1911 West Sidnor
  - 316 South Eighth





# Before & After



312 South Third  
**BEFORE**

**AFTER**





# Before & After



1401 Newman  
**BEFORE**

**AFTER**





## Started Mowing Properties again and Implemented Fixed Rate for Mowing Prices & Regulations

As of November 1, 2014 the following prices & regulations will apply:

The following definitions will be used for determining the lot size of a property.

small lot – will be any lot smaller than 60' X 120' or 7200 sq. ft.

large lot – will be any lot 60' X 120' or larger, but less than one acre

acreage – will be land one acre or larger

The following prices will apply for mowing lots for the City. This price includes the cleaning, mowing and edging the roadside curb/sidewalk.

small lot - \$70.00

large lot - \$90.00

acreage - \$55.00 per hour with a minimum of 2 hrs.

heavy equipment - \$60.00 per hour with a minimum of 2 hrs.

hand labor - \$15.00 per hr.

Additional hand labor charges can be applied if additional cleaning or weed eating such as brush removal or debris above the normal paper, cans and other small debris is needed. **Hand labor and hourly charges shall be approved in advance, prior to the work being done.**

**All use of heavy equipment must be approved by the City prior to use.**





## Work with other Departments within the City to gain Compliance

- **Utility Department** alerts staff to Sewer overflows and Health Hazards.
- **Fire Department** notifies staff of fires and dangerous conditions.
- **Police Department** assists with “Door Hanger” program and alerts to hazardous living conditions, and attend Police Dept. Staff Meetings.
- **Building Department** Inspectors notify staff of any Code violations to be addressed.
- Attend **Pre-Development Meetings** to educate citizens on Code Requirements.

*“Teamwork Builds Better Cities”*





# Goals

- It is our goal to enable growth and revitalization for the City of Alvin, and to enhance the quality of life for our citizens.





# Goals

- Increase the number of Code Compliance Inspections.
- Decrease the amount of time between Initial Notice and Compliance.
- Re-structure Stormwater Inspections to allow more time for Code Enforcement.
- Cross Train Employees in all areas of Code.
- Computerize Records to gain efficiency in complaint tracking.
- Update old ordinances, and institute upcoming changes to the Texas Food Establishment Rules.
- Increase education for staff on Codes and Regulations.





# Future Goals (cont.)

- Continue to secure and inspect Dangerous Structures and bring them into compliance.
- Adopt an Apartment Inspection Program
- Institute a Public Swimming Pool Inspection Program





Questions?



# AGENDA COMMENTARY

Discussion Date: 01/22/2015

Approval Date: 01/22/2015

Submitted By: L. Buehler

## SUBJECT:

Consider a Chapter 380 Agreement with Tommaso's Italian Grill and Seafood Market and authorize the Mayor to sign.

## DISCUSSION:

Sal Achille of Tommaso's Italian Grill and Seafood Market is proposing several improvements to the existing facility at 507 North Gordon Street. He is requesting to construct a palapa over the patio area and add a dynamic reader board to the main pylon signage. For this consideration, he will be taking down the complete pylon signage next to the Mustang Bayou bridge as a beautification enhancement to the downtown area, and within one year, come into compliance on the building signage by removing two of the three existing signs on the face of the structure.

## RECOMMENDATION:

Move to approve a Chapter 380 Agreement with Tommaso's Italian Grill and Seafood Market and authorize the Mayor to sign.

## ATTACHMENTS:

- |                          |    |
|--------------------------|----|
| 1. Chapter 380 Agreement | 4. |
| 2. Exhibits              | 5. |
| 3.                       | 6. |

Submitted by:

Larry  
Buehler

Digitally signed by Larry Buehler  
DN: cn=Larry Buehler, ou=City of Alvin,  
ou=Economic Development,  
email=lbuehler@cityofalvin.com, c=US  
Date: 2015.01.06 15:18:08 -0600

Department Head

Funds Available:

Finance Director

Approved as to Form:

Bobbi J  
Kacz

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, ou=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2015.01.14 22:02:05 -0600

City Attorney

Approved By:

Junru  
Roland

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
ou=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.01.15 07:04:50 -0600

City Manager

## AGREEMENT

---

THE STATE OF TEXAS           §  
  §  
COUNTY OF BRAZORIA       §

### **KNOW ALL MEN BY THESE PRESENTS:**

This AGREEMENT (the “Agreement”) is made and entered into by and between the City of Alvin, a Texas home rule municipality organized under the Constitution and laws of the State of Texas, located in Brazoria County, Texas (the “City”), and Tommaso’s Italian Grill and Seafood Market, (the “Company”), 507 North Gordon Street, Alvin, TX 77511.

### **WITNESSETH:**

WHEREAS, pursuant to the provisions of Chapter 380, Local Government Code, it is the established policy of the City to adopt such reasonable programs and measures from time-to-time as are permitted by law to promote local economic development, to attract industry, create and retain primary jobs, expand the growth of the City, to stimulate business and commercial activity in the City and thereby enhance the economic stability and growth of the City; and

WHEREAS, the Company intends to retain seven employees at the Company’s business location within the City, 507 North Gordon Street, Alvin, TX 77511 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, on September 1, 2014, the Company submitted a Proposal to the City requesting certain administrative actions to permit the construction of certain renovations and improvements necessary for the expanded operation of a restaurant (the “Business”) on the Property, a copy of which Proposal is attached hereto as Exhibit “B” and made a part hereof; and

WHEREAS, the Company proposes to begin a process to renovate the existing improvements and to construct new improvements on the Property to operate the Business and as part of the process, plans to expend funds for such renovations and improvements (collectively, the “Improvements”), more particularly described in Exhibit “C” attached hereto and made a part hereof; and

WHEREAS, the Company has acknowledged and agreed in its application to the City to receive a public subsidy, as defined by Section 2264.001(3), Texas Government Code, that it does not and will not employ an undocumented worker in any aspect of the construction of the Improvements; and

WHEREAS, the Company agrees, that while this Agreement is in effect, to take all actions necessary to place all taxable improvements and real property of the Business on the tax rolls of Brazoria County Appraisal District for the payment of ad valorem taxes by the Company, its successors and assigns; and

WHEREAS, the City agrees that in order to induce the Company to construct the Improvements on the Property, that it will take all lawful and appropriate administrative actions (collectively the "Actions") to permit and authorize the construction of Improvements on the Property as set forth in Exhibit "D" attached hereto and made a part hereof; and

WHEREAS, the Company has agreed, in exchange and as consideration for the Actions, to satisfy and comply with certain terms and conditions of this Agreement; and

WHEREAS, this Agreement is found by the City Council of the City to be suitable for the stimulation and development of business operations at the Property, the increase of taxable property in the City, the development and improvement to existing property, and a better quality of place/life for the surrounding downtown area to the Property, the creation of construction jobs, and the economic benefit for the City in general, and for the property values of property immediately adjacent to the Property;

**NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the City and the Company agree as follows:**

Article 1. The Company covenants and agrees that it will construct the Improvements to the Property. The Company further agrees, pursuant to Texas Tax Code Section 22.01(c) to render for taxation the Property, Fixtures and Improvements to the Brazoria County Appraisal District (the "BCAD") each year this Agreement is in effect, beginning no later than December 1, 2015, and will provide the City Manager, with a complete copy of such rendition to the BCAD. The rendition shall include the Company's name, location, address, applicable BCAD tax account numbers and a description of the land, improvements and fixtures. This Agreement shall be effective as of the date of its execution as set forth below (the "Effective Date") and terminate one (1) year from the Effective Date unless extended by mutual agreement of the City Council and the Company.

The Company agrees that its obligations under this article to render the Property and the Improvements for taxation to the BCAD shall survive any termination of this agreement, including a termination for default by the Company.

Article 2. The company covenants and agrees that the construction of the Improvements on the Property shall be completed as follows:

Item 1- installation of the permitted Palapa covering the existing patio, as shown and described in the Exhibits to this Agreement will be completed not later than forty-five (45) days from the Effective Date of this Agreement.

Item 2 - removal of the Company signage to include the pylon as shown and described in the Exhibits to this Agreement, will be completed not later than sixty (60) days from the Effective Date of this Agreement.

Item 3 - removal of the reader board on the remaining pylon signage and installation of a new dynamic reader board, as shown and described in the Exhibits to this Agreement will be completed not later than sixty (60) days from the Effective Date of this Agreement.

Item 4 - Company shall come into complete compliance of the City of Alvin building signage provisions of the current sign ordinance in effect as of the date of this agreement and as shown and described in the Exhibits to this Agreement and such signage compliance shall be completed not later than twelve (12) months from the Effective Date of this Agreement.

Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the City Council of the City. A failure by the Company to construct the improvements within these time deadlines, without an extension of a deadline by the City Council, shall constitute an event of default for which the City may terminate this Agreement.

If Company has not satisfied the requirements and conditions within the time frames provided in Article 2, specifically, Items two (2) through four (4) as described above, the City may terminate this Agreement. If the Agreement is terminated by the City for a violation by Company under Article 2, the City may, at its discretion, restrict continuing and or future improvements to the Property subject to Company complying with all City of Alvin ordinance requirements.

Article 3. The Company agrees that it will, within ten (10) days of the completion of the renovation and construction of the Improvements in each Item, provide the City with a copy of any and all documents required to satisfy the City that all improvements have been completed by the Company.

Article 4. The Company has acknowledged in its application to the City for a public subsidy as defined by Article 2264.001(3), Texas Government Code, that it further covenants and agrees that it does not and will not knowingly employ an undocumented worker in any aspect of the construction of the Improvements. An “undocumented worker” shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

Article 5. In consideration of the Company's representations, promises, and covenants, the City agrees to undertake the Actions to induce and cause the Company to undertake the construction of the Improvements. The City agrees to take the Actions on behalf of the Company within thirty (30) days of receipt of a letter from the Company requesting such Actions, which letter shall also include: (a) a copy of the City's occupancy permit for the Improvements to the Property; (b) verification from the City acknowledging that all necessary plats, plans, and specifications have been received, reviewed, and approved; (c) verification that the Improvements have been constructed in accordance with the approved plans and specifications; and, (d) an affidavit from the Company stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released.

Article 6. It is understood and agreed by the parties that, in the event of a default by the Company to not complete Items two (2) through (4) of the Improvements hereof, the Company shall be required to comply with all City signage and building ordinance requirements within forty-five (45) days after the City notifies the Company of such default.



Article 11. The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

Article 12. This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party, which shall not be reasonably withheld or delayed. Notwithstanding anything to the contrary, Company may assign all or part of its rights or obligations without the prior consent of the City to a third party lender advancing funds for the acquisition, construction or operation of the Business.

Article 13. In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

Article 14. Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, other than those of Company, that prevent Company from performing its obligations in this Agreement, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a party's failure to perform its obligations under this Agreement.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the Mayor on this \_\_\_\_\_ day of \_\_\_\_\_ 2015 (the "Effective Date") and the Company.

ATTEST: City of Alvin, Texas

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

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

ATTEST:

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

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

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

Tommaso's Italian Grill and Seafood Market

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

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

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

Signed this the \_\_\_\_\_ day of \_\_\_\_\_, 2015

**ACKNOWLEDGMENT**

THE STATE OF TEXAS    §  
  §  
COUNTY OF BRAZORIA   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
2015 , by Paul Horn, Mayor of the City of Alvin, Texas for and on behalf of said City.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

(SEAL)

**ACKNOWLEDGMENT**

THE STATE OF TEXAS    §  
  §  
COUNTY OF BRAZORIA   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
2015 , by Tommaso Achille, as \_\_\_\_\_ for and on behalf of Tommaso's Italian  
Grill and Seafood Market.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

(SEAL)

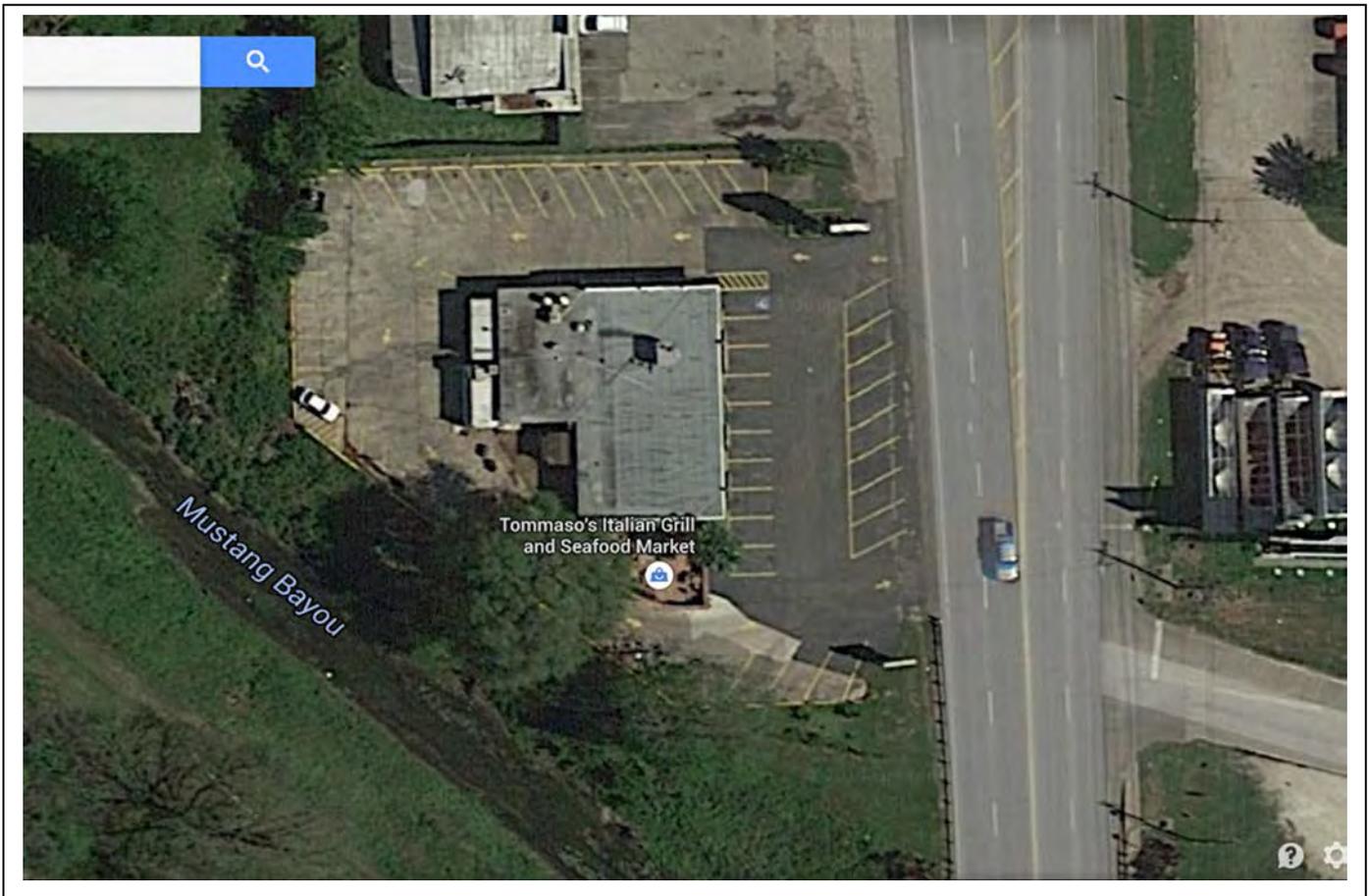
**Exhibit "A"**

**Description of Property**

A0465 H T & B R R, TRACT 15A2

507 North Gordon Street

Alvin, TX 77511



## **Exhibit “B”**

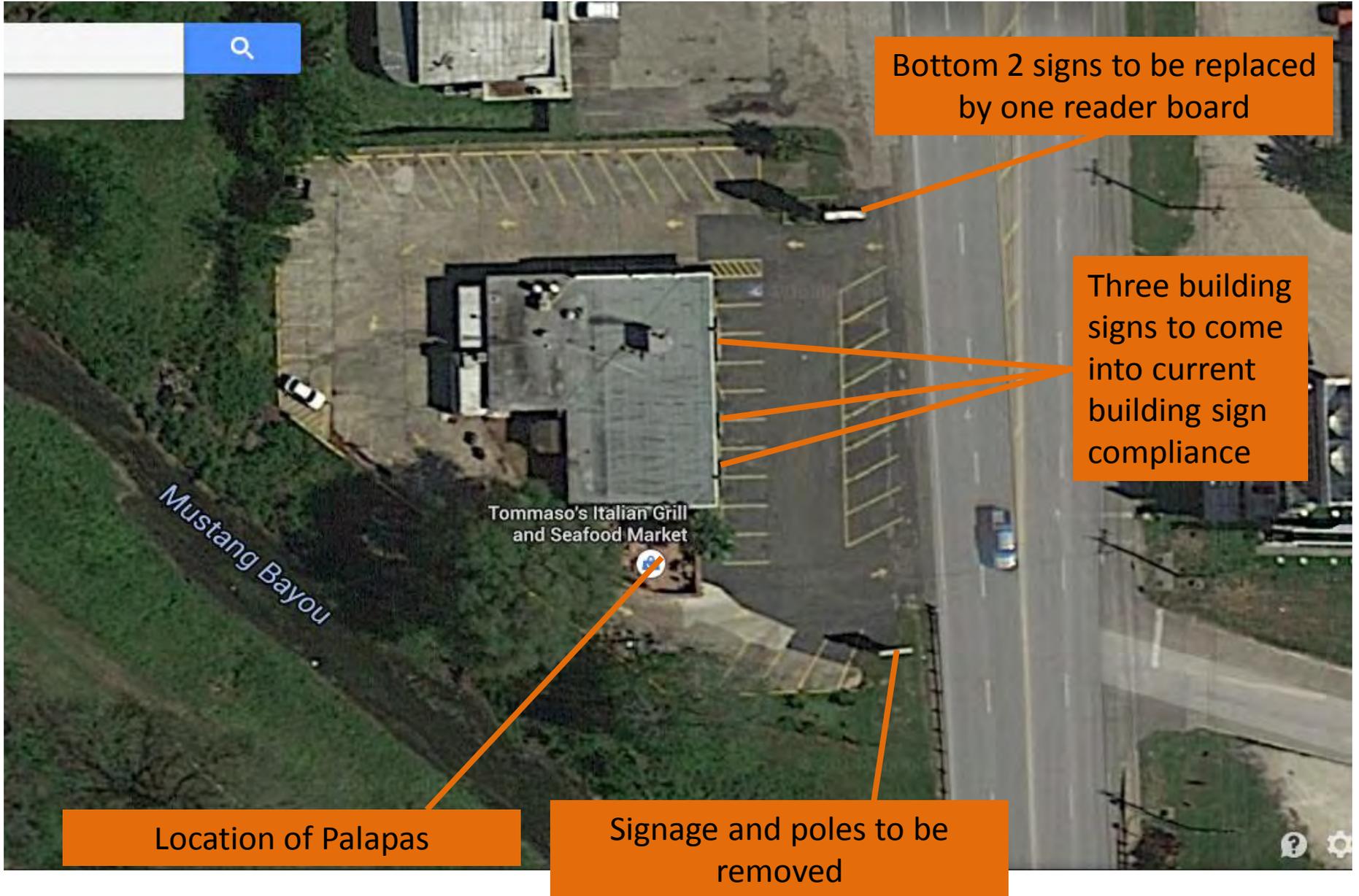
### **Proposal of Tommaso’s Grill**

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Sal Achille proposes the following:

- To develop improvements that will add Palapa covering the existing outdoor patio between the building and Mustang Bayou.
- To remove the existing pylon and signage that is closest to the Mustang Bayou Bridge and repair the parking lot where the pylon was removed.
- To remove the lower of the two existing signs and the remaining reader board on the pylon signage at the northern side of the entrance drive and replace with a new dynamic reader board per specifications submitted to and approved by the City of Alvin.
- Within one (1) year, come into compliance relating to signage physically placed and attached to the building.
- All other portions of City of Alvin ordinances will be followed by the developer/owner
- The agreement will be for one (1) year to ensure the improvements are completed and the new value is created.

Exhibit B-1



Bottom 2 signs to be replaced by one reader board

Three building signs to come into current building sign compliance

Location of Palapas

Signage and poles to be removed

Exhibit B-2



Location of Palapas

## **Exhibit “C”**

### **Description of Renovations and Improvements**

---

- Palapa Drawings as submitted to and approved by the City of Alvin
- New Dynamic Signage Specifications as submitted to and approved by the City of Alvin (Exhibit C-1)
- Removal of one pylon sign that holds a reader board and a company name sign board, to include asphalt repairing parking lot area where pylon was removed. (Exhibit C-2)
- Complete compliance on physical building signage that will address three (3) existing separate signs (Exhibit C-3)

# Exhibit C-1



**15mm**  
**5' x 10'**  
**Double Faced**  
**High Resolution**

Location:

Salesperson:

Date:

Notes:

Electrical:

Watts:

Amp:

Amp Circuits  
 Required

Comments:



3134A Nasa Pkwy #106  
 Seabrook, TX 77586

Ph.832.385.6379  
 Fax 281.326.2607

**SIGNS THAT MEAN BUSINESS!**

# Exhibit C-2



Signage and poles to be removed

## Exhibit C-3



## **Exhibit “D”**

### **The City Administrative Actions**

---

- For the improvements described in Exhibits “B” and “C”, the City of Alvin will permit:
- The construction of a Palapa over the existing patio between the current building and Mustang Bayou.
- The installation of a dynamic reader board, five (5) feet by ten (10) feet. All other portions of the City’s ordinances will be followed by the developer/owner.
- The agreement will be for one (1) year to ensure the improvements are completed and the new value is created.



# AGENDA COMMENTARY

**Discussion Date:**

**Approval Date:** 01/22/2014

**Submitted By:** Junru Roland

## SUBJECT:

Consider Ordinance 15-F amending the City of Alvin, Ordinance 14-AA passed and approved September 11, 2014, same being an ordinance approving and adopting the City of Alvin's budget for fiscal year 2014-15 by approving "Budget Amendment 3" to the original 2014-15 budget; providing for supplemental appropriation and/or transfer of certain funds as set forth in the attached Exhibit "A" to contribute additional funds in the amount of \$5,000 to Keep Alvin Beautiful; and providing for other matters related thereto - first reading.

## DISCUSSION:

Each year, the city budgets funds to contribute to Keep Alvin Beautiful (KAB). For fiscal year 2014-15, the city adopted a \$15,000 budget to provide to KAB. Councilman Stuksa is requesting that the 2014-15 budget be amended to increase the City's contribution to KAB by \$5,000. As it has been the City's practice to budget contributions to KAB from the Sanitation Fund, if council approves this amendment, KAB will need to restrict the use of the City's \$5,000 contribution to activities related to solid waste collection and/or disposal services.

## RECOMMENDATION:

Move to approve Ordinance 15-F on first reading.

## ATTACHMENTS:

- |                   |    |
|-------------------|----|
| 1. Ordinance 15-F | 4. |
| 2. Exhibit A      | 5. |
| 3.                | 6. |

**Submitted by:**

Junru Roland  
Digitally signed by Junru Roland  
 DN: cn=Junru Roland,  
 email=jroland@cityofalvin.com,  
 o=City of Alvin, ou=Finance  
 Department, c=US  
 Date: 2015.01.12 09:54:15  
 -06'00'

**Department Head**

**Funds Available:**

Junru Roland  
Digitally signed by Junru Roland  
 DN: cn=Junru Roland,  
 email=jroland@cityofalvin.com, o=City  
 of Alvin, ou=Finance Department,  
 c=US  
 Date: 2015.01.12 09:54:30 -06'00'

**Finance Director**

**Approved as to Form:**

Bobbi J Kacz  
Digitally signed by Bobbi J Kacz  
 DN: cn=Bobbi J Kacz, o=City of  
 Alvin, ou=Legal Department,  
 email=bkacz@cityofalvin.com, c=US  
 Date: 2015.01.14 16:10:32 -06'00'

**City Attorney**

**Approved By:**

Junru Roland  
Digitally signed by Junru Roland  
 DN: cn=Junru Roland,  
 email=jroland@cityofalvin.com,  
 o=City of Alvin, ou=Finance  
 Department, c=US  
 Date: 2015.01.14 19:04:25 -06'00'

**City Manager**

**ORDINANCE NO. 15-F**

**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 "BUDGET AMENDMENT 3" TO THE ORIGINAL 2014-15 FY BUDGET; PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS AS SET FORTH IN THE ATTACHED EXHIBIT "A" TO CONTRIBUTE ADDITIONAL FUNDS IN THE AMOUNT OF FIVE THOUSAND DOLLARS (\$5,000) TO KEEP ALVIN BEAUTIFUL; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.**

**WHEREAS**, there is a need for additional expenditures to be budgeted within the General Fund for expenditures in which the extent of which could not be contemplated at the time of adopting the 2014-15 fiscal year budget; and

**WHEREAS**, revenues, as shown on Exhibit "A" attached hereto, are available from the sources indicated on said Exhibit for the making of said expenditures:

**NOW THEREFORE, 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 and Ordinance 14-AA adopting said budget are hereby amended by making those certain changes to the 2014-15 fiscal year budget which are set forth on Exhibit "A", attached hereto and made a part hereof as though fully set forth and for all purposes considered to be a portion of this ordinance.

**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.

**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

**EXHIBIT "A"**

<b>Account Number</b>	<b>Account Description</b>	<b>Amount</b>	<b>Reason</b>
212-6501-00-3380	Beautification	\$ 5,000	Keep Alvin Beautiful
212-300000	Fund Balance	\$ 5,000	Keep Alvin Beautiful



# AGENDA COMMENTARY

Discussion Date: 01/22/2015

Approval Date: 01/22/2015

Submitted By: Bobbi J. Kacz

## SUBJECT:

Consider a Memorandum of Understanding with Brazoria County Conservation & Reclamation District #3 for the construction of a dry detention pond at Kost Road and South Street and authorize the Mayor to sign.

## DISCUSSION:

This agreement reflects the duties and obligations of the City and the C&R for the detention pond project. This agreement does not provide the entire scope of work or costs for this project as additional sources and contractors will need to be engaged to complete the project.

## RECOMMENDATION:

Move to approve the Memorandum of Understanding for the detention pond project and authorize the Mayor to sign.

## ATTACHMENTS:

- |              |    |
|--------------|----|
| 1. draft MOU | 4. |
| 2.           | 5. |
| 3.           | 6. |

**Submitted by:**

Bobbi J  
Kacz

Department Head

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com,  
c=US  
Date: 2015.01.15 11:21:12  
+05'00'

**Funds Available:**

Finance Director

**Approved as to Form:**

Bobbi J  
Kacz

City Attorney

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2015.01.15 11:22:07 -05:00'

**Approved By:**

City Manager

**MEMORANDUM OF UNDERSTANDING BETWEEN  
BRAZORIA COUNTY C&R DISTRICT NO 3  
AND THE CITY OF ALVIN**

This agreement (“Agreement”) is by and between Brazoria County Conservation & Reclamation District No. Three (“Brazoria County C&R District No. 3”) and the City of Alvin, referred to as “Party” or collectively “Parties”.

The City of Alvin owns 15.8031 acres located at the northwest corner of South Street and Kost Street in Alvin, Brazoria County, Texas (“detention site”). Both parties share a mutual interest in partnering to develop the stormwater dry detention (“Project”) of the proposed Kost stormwater detention basin park located at Kost Road and South Street in Alvin, Texas

The purpose of this Agreement is to recognize the mutual benefit of collaborative partnering and serves as an indication of continued interest in cooperation of the above mentioned parties. The goal of the Project is to 1) dig the stormwater dry detention. The function of the proposed stormwater dry detention pond is to provide stormwater detention storage for the M-1 Ditch Watershed. .

**RESPONSIBILITIES OF  
BRAZORIA COUNTY C&R DISTRICT NO. 3**

Brazoria County C&R District No. 3 will provide the following:

1. loader(s) for the project;
2. dozer(s) at the detention site and placement site;
3. the complete final grade of side slopes and bottom of the detention pond;
4. installation of the outfall pipe through the natural ground (not Kost Street);
5. coordination of the work at the detention site and placement area;
6. a tractor and scraper, if needed; and
7. management of the county dump trucks.

## **RESPONSIBILITY OF THE CITY OF ALVIN**

The City of Alvin will provide the following:

1. additional dump trucks as available to haul the dirt from the detention site to the placement area;
2. arrangement for a placement site for the dirt removed from the detention site;
3. all materials, i.e., pipe, rock, fence necessary for the project;
4. a flagman at the detention site (if needed) for traffic control;
5. a sweeper to maintain a safe driving condition on the roadway during the dirt hauling process;
6. payment for the fuel for the cost of the dozer(s) and loader(s) which will be billed monthly;
7. management of any private subcontractor's trucks;
8. installation of the pilot channel and spillway at the detention site; and
9. installation of the pipe (kind – size) under South Street.

## **MISCELLANEOUS PROVISIONS**

1. Execution and modifications. This Agreement is binding only when signed by both parties. Any modifications or amendments must be in writing and signed by both parties.
2. Assignment. This Agreement, with the rights and privileges it creates, is assignable only with written consent of both parties.
3. Force Majeure. Each party shall be excused from any breach of this Agreement which is proximately caused by government regulations, war, strike, act of God, or other similar circumstances normally deemed outside the control of well-managed businesses.
4. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the construction of the Project and supersedes all other written and oral agreements between the parties with respect to the Project. It is acknowledged that other contracts may be executed. Such other agreements are not intended to change or alter this Agreement unless expressly stated in writing.
5. Governing Law. This Agreement is construed under the laws of Texas.
6. Independent Contractor Status. This Agreement will not be construed as creating an employer/employee relationship between any of the parties. Each party shall maintain in force worker's compensation insurance, professional liability insurance and comprehensive general liability insurance policies; proof of such policies shall be presented upon request of the other party. All parties will cooperate, as needed, with

defense of claims in which students, staff, or employees were involved or of which they had knowledge related to the claim. Each party assumes full responsibility for the actions of their own employees and each shall remain solely responsible for their own employees' supervision, daily direction, and control of payment of salary and benefits.

7. Liability and Immunity. The parties recognize that in the event of an accident causing damage or injury, liability would be determined under the Texas Tort Claims Act. The parties do not waive or relinquish any immunities or defenses on behalf of themselves, their trustees, officers, employees, and agents, as a result of the execution of this Agreement and performance of the functions or obligations described herein.
8. Headings. Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.
9. Provisions. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
10. Notice. Any notices required by this agreement shall be delivered to the following address:

Brazoria County C&R District No. 3:  
P.O. Box 789  
Alvin, Texas 77512-0789  
(Phone) 281-331-3433  
(Fax) 281-331-6761

Alvin: Mayor, City of Alvin  
216 W. Sealy Street  
Alvin, TX 77511  
(Phone) 281-388-4278  
(Fax) 281-331-7215

The parties must make every reasonable attempt to resolve in an amicable manner all disputes concerning the interpretation of this Agreement. To any extent applicable to this agreement, all Parties must use the dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by Alvin that cannot otherwise be resolved. Alvin must submit written notice of a claim of breach of contract under this Chapter to the Director, who will examine Alvin's claim and any counterclaim and negotiate with the Party or Parties in an effort to resolve the claim.

**CITY OF ALVIN**

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

Date \_\_\_\_\_

**BRAZORIA COUNTY C&R NO. 3**

By \_\_\_\_\_  
Commissioner, Jody Schibi  
Chairman

Date \_\_\_\_\_

**BRAZORIA COUNTY C&R NO. 3**

By \_\_\_\_\_  
Commissioner, Nelson Blackwell  
Secretary

Date \_\_\_\_\_

**BRAZORIA COUNTY C&R NO. 3**

By \_\_\_\_\_  
Commissioner, Ricky Kubeczka  
Treasurer

Date \_\_\_\_\_



# AGENDA COMMENTARY

Discussion Date: 01/22/2015

Approval Date: 01/22/2015

Submitted By: Bobbi J. Kacz

## SUBJECT:

Consider Resolution 15-R-02 supporting the expedited construction of "Segment B" of SH 99 (Grand Parkway) in Brazoria County; and setting forth related matters thereto.

## DISCUSSION:

Rep. Ed Thompson sent a letter to TXDOT supporting the expedited construction of Segment B of the Grand Parkway citing that Alvin and surrounding areas of Brazoria County are expanding at a rapid rate and that expediting the construction of Segment B will allow for added safety and convenience needed for this fast-growing area. Rep. Thompson asked if the City would also state their support of the expedited construction to TXDOT and this resolution accomplishes the City's support.

## RECOMMENDATION:

Move to approve Resolution 15-R-02 supporting the expedited construction of Segment B of the Grand Parkway in Brazoria County, Texas.

## ATTACHMENTS:

- |                 |    |
|-----------------|----|
| 1. Res. 15-R-02 | 4. |
| 2.              | 5. |
| 3.              | 6. |

### Submitted by:

Bobbi J  
Kacz

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com,  
c=US  
Date: 2015.01.14 14:00:10  
'06'00'

Department Head

### Funds Available:

Finance Director

### Approved as to Form:

Bobbi J  
Kacz

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2015.01.14 14:00:38 -06'00'

City Attorney

### Approved By:

Junru  
Roland

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.01.14 19:08:42 -06'00'

City Manager

**RESOLUTION NO. 15-R-02**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS SUPPORTING THE EXPEDITED CONSTRUCTION OF "SEGMENT B" OF SH 99 (GRAND PARKWAY) IN BRAZORIA COUNTY; AND SETTING FORTH OTHER RELATED MATTERS THERETO.**

**WHEREAS**, the City recognizes the important work TXDOT performs for the State of Texas including the advancement of transportation movements within Brazoria County; and

**WHEREAS**, TXDOT agrees that the Grand Parkway is a top priority for the State and has made progress in the Houston region and currently anticipates environmental clearance for "Segment B" of SH 99 (Grand Parkway) in Brazoria County by November 2015; and

**WHEREAS**, the City acknowledges that Alvin and surrounding areas of Brazoria County, Texas are expanding at a rapid rate which requires infrastructure to accommodate this growth; and

**WHEREAS**, the construction of "Segment B" of SH 99 (Grand Parkway) will provide better thoroughfare planning through this part of Brazoria County and have a positive impact on the economic growth potential for this area; and

**WHEREAS**, the City supports the expedited construction of "Segment B" of SH 99 (Grand Parkway) as it will provide for added safety and convenience needed and aid in relieving congestion to the City of Alvin and surrounding areas of Brazoria County; **NOW, THEREFORE**

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

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

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

ATTEST:

**CITY OF ALVIN, TEXAS**

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

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



# AGENDA COMMENTARY

Discussion Date: 01/22/2015

Approval Date:

Submitted By: Brian Smith

## SUBJECT:

---

Consider Ordinance 15-G amending Chapter 28, Comprehensive Fee Ordinance, of the Code of Ordinances, City of Alvin, Texas for the purpose of reducing the fee amount for permits for temporary food establishments; providing an effective date; and setting forth other provisions related thereto.

## DISCUSSION:

---

Alvin-\$50.00; Angleton-\$40.00; Freeport-\$15.00; Lake Jackson-\$50.00; Pearland-\$20.00; Brazoria Co -\$40.00; Brazos Co-\$60.00; Houston-\$77.60@ 1 day; \$143.11@ 2 days; \$209.16@ 3 days; \$275.21@ 4 days; \$341.26 @ 5 days

The following cities have Galveston County handle their fees @ \$75; increasing to \$100 if vendor waits until 2 days prior to event.

Galveston, Friendswood, LaMarque & League City

The average cost for staff's inspection of a temporary food establishment is \$47-62.



## RECOMMENDATION:

---

Staff recommends the fee for Temporary Food Establishments remain at \$50 due to the costs of inspection by City staff.

## ATTACHMENTS:

---

- |                                  |    |
|----------------------------------|----|
| 1. Ord. 15-G                     | 4. |
| 2. Exhibit - staff cost estimate | 5. |
| 3.                               | 6. |

Submitted by:  
**Brian Smith**  
Digitally signed by Brian Smith  
DN: cn=Brian Smith, o=City of Alvin, ou=PSF, c=US  
Date: 2015.01.14 17:50:38 -06'00'

Department Head

Funds Available:  
**Bobbi J Kacz**  
Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of Alvin, ou=Legal Department, email=jkacz@cityofalvin.com, c=US  
Date: 2015.02.07 09:21:45 -06'00'

Finance Director

Approved as to Form:  
**Bobbi J Kacz**  
Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of Alvin, ou=Legal Department, email=jkacz@cityofalvin.com, c=US  
Date: 2015.02.07 09:21:45 -06'00'

City Attorney

Approved By:  
  
**Gunnar Boland**  
City Manager

**ORDINANCE NO. 15-G**

**AN ORDINANCE AMENDING CHAPTER 28, COMPREHENSIVE FEE ORDINANCE, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS FOR THE PURPOSE OF REDUCING THE FEE AMOUNT FOR PERMITS FOR TEMPORARY FOOD ESTABLISHMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.**

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

**Section 1.** That Section 28-2 of the Code of Ordinances of the City of Alvin, Texas is hereby amended by reducing the fee amount for permits for temporary food establishments:

**"28-2. In general.**

...

**FOOD AND FOOD ESTABLISHMENTS**

Permit fees for food establishments:

- (1) Food establishments
  - (a) Less than 1,000 sq. ft. ....\$100.00
  - (b) 1,000 to 10,000 sq. ft. ....\$200.00
  - (c) 10,001 sq. ft. and more ....\$375.00
- (2) Child care center .....\$100.00
- (3) Group residence .....\$100.00
- (4) Non PHF mobile food establishment  
(no sales of potentially hazardous foods) .....\$100.00
- (5) PHF mobile food establishments (sales of potentially hazardous foods) .....\$200.00
- (6) Temporary food establishments .....~~\$50.00~~ \_\_\_\_\_
- (7) Roadside food vendors .....\$50.00
- (8) Food establishment with frozen dessert machine, for additional separate permit for such machine .....\$25.00

...

**Section 2. Severability.** Should any section or part of this ordinance be held unconstitutional, illegal, 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 and publication 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** on the first reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**PASSED** on the second and final reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**ATTEST:**

**CITY OF ALVIN, TEXAS**

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

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

**Exhibit A**

**City Of Alvin  
Temporary Food Permit Fee**

Permit & Processing	45min. X \$20.76	\$	15.57
Inspection (including drive time)	1hr x \$31.14 (OT)	\$	31.14
Total		\$	46.71
Re-Inspection 75-80%	30min x \$31.14 (OT)	\$	<u>15.57</u>
<b>Total Combined</b>		\$	<u><u><b>62.28</b></u></u>



# AGENDA COMMENTARY

Discussion Date: 01/22/2015

Approval Date: 01/22/2015

Submitted By: Chief Robert E Lee

## SUBJECT:

Consider Resolution 15-R-03 accepting an allocation of funds in the amount of \$26,269.00 from the Houston-Galveston Area Council for the purpose of upgrading software and hardware in the Alvin Police Department's 911 Dispatch Center.

## DISCUSSION:

HGAC, through the State allocated budget for 911 upgrades is providing \$26,269.00 worth of software and hardware upgrades for the Alvin Police Department 911 dispatch center. There is absolutely no cost to the City of Alvin for these upgrades or for their installation and testing.

## RECOMMENDATION:

Move to approve Resolution 15-R-03 accepting the allocated funds from HGAC for the upgrade of the police department's 911 dispatch center.

## ATTACHMENTS:

- |                                    |    |
|------------------------------------|----|
| 1. Res. 15-R-03                    | 4. |
| 2. New Equipment and Software List | 5. |
| 3.                                 | 6. |

Submitted by:

Robert E Lee

Department Head

Digitally signed by Robert E Lee  
DN: cn=Robert E Lee, o=City of Alvin, ou=Police Department, email=rlee@cityofalvin.com, c=US  
Date: 2015.01.14 09:59:51 -0600

Funds Available:

Finance Director

Approved as to Form:

Bobbi J Kacz

City Attorney

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of Alvin, ou=Legal Department, email=bkacz@cityofalvin.com, c=US  
Date: 2015.01.14 14:51:24 -0600

Approved By:

Junru Roland

City Manager

Digitally signed by Junru Roland  
DN: cn=Junru Roland, email=jroland@cityofalvin.com, o=City of Alvin, ou=Finance Department, c=US  
Date: 2015.01.14 19:09:28 -0600

**RESOLUTION NO. 15-R-03**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS ACCEPTING AN ALLOCATION OF FUNDS IN THE AMOUNT OF \$26,269.00 FROM THE HOUSTON-GALVESTON AREA COUNCIL FOR THE PURPOSE OF UPGRADING SOFTWARE AND HARDWARE IN THE ALVIN POLICE DEPARTMENT'S 911 DISPATCH CENTER.**

**WHEREAS**, the Houston-Galveston Area Council wishes to make available \$26,269.00 of allocated funds to the City of Alvin; and

**WHEREAS**, the allocated funds will be used for the purpose of upgrading the software and hardware of the Alvin Police Department's 911 Dispatch Center; and

**WHEREAS**, the City Council desires to accept the allocated funds and express its appreciation to the Houston-Galveston Area Council; **NOW, THEREFORE**,

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

**Section 1.** That the City Council hereby adopts the recitals and findings set forth in the preamble hereof.

**Section 2.** That the City Council, on behalf of the citizens of the City of Alvin, hereby expresses its appreciation to the Houston-Galveston Area Council, noting HGAC's contribution to public safety and accepts the allocated funds in the amount of \$26,269.00 to be used for the purpose of upgrading the software and hardware of the Alvin Police Department's 911 Dispatch Center.

**Section 3. 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

## Configuration Parameters - Alvin PD

### VIPER

Total Number of E9-1-1 Trunks	4
Total Number of Administrative Lines	Up to 8

### Answering Positions

Number of Power 911 Intelligent Workstations to be Upgraded	3
---	---

Model #	Description	Qty		Unit Cost	Total
<b><sup>1</sup> VIPER</b>					
<b>New</b>					
912816	Cisco 2960-S 24 port switch w/o Stacking Module	2	Non-Disc.	\$ 2,590.00	\$ 5,180.00
913850/S	VIPER Enabling Kit - SONIC	2	\$ 3,250.00	\$ 2,015.00	\$ 4,030.00
<b>Upgrade</b>					
912801/U	CAMA Interface Module	2	\$ 1,345.00	\$ 833.90	SW Evergreen
912814/U	Admin Interface Module (AIM)	2	\$ 700.00	\$ 434.00	SW Evergreen
912811/U	Application Server Access License	4	\$ 497.50	\$ 308.45	SW Evergreen
912812/U	PBX Access License - Per Workstation	3	\$ 322.50	\$ 199.95	SW Evergreen
912890/BB	Media Kit Prebuilt Product Bundle	1	\$ 100.00	\$ 62.00	SW Evergreen
				<b>Subtotal</b>	<b>\$ 9,210.00</b>
<b><sup>1</sup> Power 911 Software</b>					
913100/U	Power 911 Client Access License	3	\$ 4,997.50	\$ 3,098.45	SW Evergreen
913202/U	Power 911 Server Access License	3	\$ 997.50	\$ 618.45	SW Evergreen
				<b>Subtotal</b>	<b>\$ -</b>
<b><sup>1</sup> ePrinter</b>					
917310/U	ePrinter Software and Documentation	1	\$ 800.00	\$ 496.00	SW Evergreen
				<b>Subtotal</b>	<b>\$ -</b>
<b><sup>1</sup> Object Server</b>					
914952	IWS Type A Rack Server	1	Non-Disc	\$ 2,673.00	\$ 2,673.00
914121/2	IWS Server - Underlying Software	1	Non-Disc.	\$ 2,627.00	\$ 2,627.00
914957	RocketPort (Quad Port)	1	Non-Disc	\$ 365.00	\$ 365.00

<b>Model #</b>	<b>Description</b>	<b>Qty</b>	<b>Unit Cost</b>	<b>Total</b>
			<b>Subtotal \$</b>	<b>5,665.00</b>

Model #	Description	Qty		Unit Cost	Total
<b><sup>1</sup> Power IWS Hardware</b>					
914102/BB	IWS Workstation Computer Bundle	3	Non-Disc.	\$ 1,668.00	\$ 5,004.00
				<b>Subtotal</b>	<b>\$ 5,004.00</b>
<b><sup>1</sup> Power MAP Software</b>					
919100/U	Power MAP Standard Edition License	3		\$ 2,226.00	\$ 1,380.12 SW Evergreen
919102/U	Power MAP Enterprise Client Software	1		\$ 1,250.00	\$ 775.00 SW Evergreen
919102/CD	Power MAP Enterprise Client Media & Doc.	1		\$ 100.00	\$ 62.00 SW Evergreen
				<b>Subtotal</b>	<b>\$ -</b>
<b><sup>1</sup> Sentry Monitoring System</b>					
E10153	ELM Class 1 System License (Server Agent)	1	Non-Disc.	\$ 690.00	\$ 690.00
E10154	ELM Class 2 System License (W/S and IP Agent)	5	Non-Disc.	\$ 120.00	\$ 600.00
				<b>Subtotal</b>	<b>\$ 1,290.00</b>
<b><sup>3</sup> Installation</b>					
950104	Professional Services	3	Non-Disc.	\$ 1,500.00	\$ 4,500.00
960575	Installation - Living Expense Per Day	3	Non-Disc.	\$ 200.00	\$ 600.00
				<b>Subtotal</b>	<b>\$ 5,100.00</b>
<b>Sub-Total</b>					<b>\$ 26,269.00</b>



# AGENDA COMMENTARY

**Discussion Date:**

**Approval Date:** 01/22/2015

**Submitted By:** Bobbi J. Kacz

## **SUBJECT:**

---

Consider Resolution 15-R-04 acknowledging and accepting an easement granted to the City of Alvin by Tom Floyd, General Partner of Star State Land, LP for the TxDOT Bridge Replacement project on County Road 51.

## **DISCUSSION:**

---

TxDOT required the City to obtain easements from the property owner in order to accomplish the bridge replacement project on CR 51. This resolution formally acknowledges the City's acceptance of this easement being granted to the City by Tom Floyd, General Partner of Star State Land.

## **RECOMMENDATION:**

---

Move to approve Resolution 15-R-04, accepting the easement for the CR 51 bridge project.

## **ATTACHMENTS:**

---

- |                 |    |
|-----------------|----|
| 1. Res. 15-R-04 | 4. |
| 2. Easement     | 5. |
| 3.              | 6. |

**Submitted by:**

**Bobbi J  
Kacz**

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com,  
c=US  
Date: 2015.01.14 17:27:35  
-06'00'

**Department Head**

**Funds Available:**

**Finance Director**

**Approved as to Form:**

**Bobbi J  
Kacz**

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2015.01.14 17:27:51 -06'00'

**City Attorney**

**Approved By:**

**Junru  
Roland**

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.01.14 19:09:58 -06'00'

**City Manager**

**RESOLUTION 15-R-04**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ACKNOWLEDGING AND ACCEPTING AN EASEMENT GRANTED TO THE CITY OF ALVIN BY TOM FLOYD, GENERAL MANAGER OF STAR STATE LAND, LP FOR THE TXDOT BRIDGE REPLACEMENT PROJECT ON COUNTY ROAD 51**

**WHEREAS**, the City of Alvin, Texas desires to acknowledge and accept said easement, attached hereto as Exhibit "A", granted to the City for the TxDOT Bridge Replacement Project on County Road 51 by the following property owner:

- a. Star State Land - .03344 of an acre (14,565 square feet) parcel of land located in the Warren D.C. Hall League, Abstract No. 69, Brazoria County, Texas, and being out of a called 2,698.22 are parcel conveyed from IP Farms, Inc., a Delaware corporation to Star State Land, LP, a Texas limited partnership, by deed recorded under Brazoria County Clerk's File No. (B.C.C.F. No.) 02034524

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

**Section 1.** That the City Council hereby accepts the Easement granted to the City of Alvin, Texas for the purpose of the TxDOT Bridge Replacement Project on County Road 51.

**Section 2.** That each said easement shall be recorded in the Deed Records of Brazoria County, Texas.

**Section 3.** That this Resolution shall take effect immediately upon its passage.

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

ATTEST:

**CITY OF ALVIN, TEXAS**

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

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

**DEDICATION OF EASEMENT**

**DATE:** January 14, 2015

**GRANTOR:** Star State Land, L.P.

**GRANTOR'S MAILING ADDRESS (including County):**

11613 Monica  
Houston, Harris County, Texas 77024

**GRANTEE:** City of Alvin, Texas

**GRANTEE'S MAILING ADDRESS (including County):**

216 W. Sealy  
Alvin, Brazoria County, Texas 77511

**GRANTOR** for and in **CONSIDERATION** of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, **HAS DEDICATED, GIVEN, GRANTED, and CONVEYED**, and by these presents **DOES HEREBY DEDICATE, GIVE, GRANT, and CONVEY** unto the City of Alvin, Brazoria County, Texas, hereinafter referred to as "**GRANTEE**", its successors, assigns, and legal representatives, an exclusive, perpetual right-of-way easement, except for such obligations agreed to by **GRANTOR** and **GRANTEE** and provided for in Section 2 herein, for roadway, drainage, and other utility purposes, including the right to construct, operate, maintain, inspect, repair, rebuild, replace, relocate and remove said roadway, drainage and utility facilities and related improvements along, across, over, upon, under that certain tract or parcel of land in Brazoria County, Texas, the "**PROPERTY**", described as follows:

**PROPERTY:**

A public right-of-way, containing 0.3344 acres, more or less, located in Brazoria County, Texas, said right-of-way being more fully described by metes and bounds in Exhibit "A" attached hereto and described by survey plat in Exhibit "B" attached hereto, both Exhibits being incorporated herein by this reference for all purposes.

This Right-of-Way is subject to the following covenants:

1. **GRANTEE** may do and perform all acts necessary to construct, operate, maintain, inspect, repair, rebuild, replace, relocate and remove said roadway, drainage and utility facilities and related improvements along, across, over and under said right-of-way, and **GRANTEE** shall have the right to cut, trim and remove trees, brush, shrubbery, weeds or improvements, which encroach upon, burden or interfere with the right-of-way herein granted.

2. GRANTOR covenants and agrees to use the PROPERTY only in those ways consistent with the right-of-way granted. GRANTOR retains, reserves and shall continue to enjoy the use of the PROPERTY for any and all purposes, which do not interfere with or prevent the use by GRANTEE of the PROPERTY, rights and privileges granted herein, subject to all applicable laws and regulations of the State of Texas or its political subdivisions, including GRANTEE. No improvements currently exist in the PROPERTY and GRANTOR shall bear all physical and financial burdens of removing or replacing any improvements GRANTOR places in the PROPERTY after the date of this **Dedication of Easement**.

3. This right-of-way is granted and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the PROPERTY to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Brazoria County, Texas, or apparent on the ground.

The right-of-way and the rights and privileges herein granted shall be perpetual and GRANTOR covenants that GRANTOR will not convey any other easement or right-of-way, or any other right, within or conflicting with the area of the right-of-way herein granted. The covenants and terms of this **Dedication of Easement** are covenants running with the land, and inure to the benefit of, and are binding upon, GRANTOR, GRANTEE, and their respective heirs, executors, administrators, legal representatives, successors and assigns.

**TO HAVE AND TO HOLD** the right-of-way described herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto GRANTEE, its successors, assigns and legal representatives forever; and GRANTOR does hereby bind himself, his heirs, executors, administrators, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the right-of-way herein conveyed unto GRANTEE, its successors and assigns, and legal representatives, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

**GRANTOR:**

**Star State Land, L.P.**

BY: 

Thomas E. Floyd, Manager of Star State GP, LLC,  
General Partner of Star State Land, L.P.

**ADDRESS OF GRANTEE:**

The City of Alvin  
216 W. Sealy Street  
Alvin, Texas 77511

**Attachments: Exhibit "A" – Metes and Bounds  
Exhibit "B" – Survey Plat**

**ACKNOWLEDGEMENT**

**THE STATE OF TEXAS**

§  
§  
§

**COUNTY OF Brazoria**

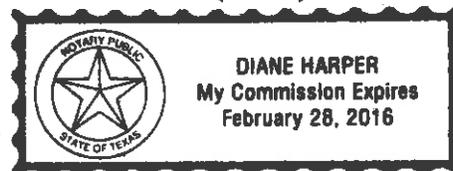
**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Thomas E. Floyd, Manager of **Star State GP, LLC**, a Texas limited liability company, sole General Partner of Star State Land, LP, a Texas limited partnership, Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the 14<sup>th</sup> day of January, 2015.

*Diane Harper*

Notary Public-State of Texas

(SEAL)



**AFTER RECORDING RETURN TO:**

Attn: City Attorney, Bobbi Kacz  
City of Alvin  
216 W. Sealy Street  
Alvin, Texas 77511

Exhibit "A"

County: Brazoria  
Highway: CR 51  
Project Limits: At Austin Bayou  
CCSJ No.: 0912-31-263

### PROPERTY DESCRIPTION FOR PARCEL 2

Being a 0.3344 of an acre (14,565-square foot) parcel of land located in the Warren D. C. Hall League, Abstract No. 69, Brazoria County, Texas, and being out of a called 2,698.22-acre parcel conveyed from IP Farms, Inc., a Delaware corporation to Star State Land, LP, a Texas limited partnership, by deed recorded under Brazoria County Clerk's File No. (B.C.C.F. No.) 02034524, executed June 14, 2002, said 0.3344-acre parcel being more particularly described by metes and bounds as follows:

COMMENCING for reference at a found concrete monument (broken), on the existing easterly right-of-way line of State Highway 288 (width varies), thence as follows:

South 03 deg. 02 min. 17 sec. East, along said existing East right-of-way line of State Highway 288, a distance of 5.09 feet to a 5/8-inch iron rod with a TxDOT aluminum cap, being on the proposed North right-of-way line of County Road 51 (width varies), set for the POINT OF BEGINNING of the herein described parcel and having coordinates of  $N = 13,682,158.38$  and  $E = 3,109,003.88$ ; All bearings are based on the Texas Coordinate System, South Central Zone, North American Datum 1983 (1993 Adjustment), based on existing control monumentation provided by TxDOT, all distances and coordinates shown are surface and may be converted to grid by dividing by a combined adjustment factor of 1.00013; \*\*

- 1) THENCE, North 86 deg. 54 min. 38 sec. East, along the proposed North right-of-way line of County Road 51, a distance of 582.50 feet to a 5/8-inch iron rod with a TxDOT aluminum cap, set for the Northeast corner of the herein described parcel; \*\*
- 2) THENCE, South 03 deg. 05 min. 41 sec. East, along the proposed North right-of-way line of said County Road 51, a distance of 25.01 feet to a 5/8-inch iron rod with a TxDOT aluminum cap set for the Southeast corner of the herein described parcel and being on the existing North right-of-way line of County Road 51 (60 feet wide) as recorded on Volume 123, Page 392, Brazoria County Deed Records; \*\*
- 3) THENCE, South 86 deg. 54 min. 40 sec. West, along the existing North right-of-way line of said County Road 51, a distance of 582.53 feet to a point on the existing East right-of-way line of State Highway 288, for the Southwest corner of the herein described parcel;

Exhibit \_\_\_\_\_

- 4) THENCE, North 03 deg. 02 min. 17 sec. West, along the existing easterly right-of-way line of State Highway 288, a distance of 25.00 feet to the POINT OF BEGINNING and containing 0.3344 of an acre (14,565 square feet) of land.

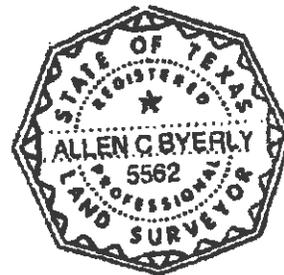
Access will be permitted to the remainder property abutting the highway facility.

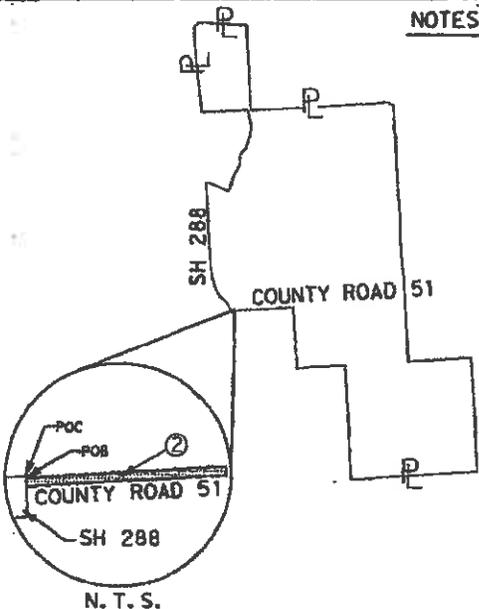
A parcel plat of even date was prepared in conjunction with this property description.

\*\* The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

*Allen G. Byerly* 4/30/2013  
\_\_\_\_\_  
Allen Byerly  
Registered Professional Land Surveyor No. 5562

DATE: April, 2013  
JOB NO.: 31215  
Surveying and Mapping, Inc. (SAM, Inc)  
11111 Katy Freeway, Suite 200  
Houston, Texas 77079  
(713) 973-5100





N. T. S.

**NOTES:** 1. ABSTRACTING PERFORMED 3/26/2013 BY COURTHOUSE DIRECT.

2. FIELD SURVEY PERFORMED MAR. 2013 BY SURVEYING AND MAPPING (SAM), INC.
3. RIGHT-OF-WAY MAP COMPLETED BY SAM, INC. APR., 2013. (1000'00'00"W-100.00') INDICATES RECORD DIMENSIONS.
4. \*\*THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TXDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.
5. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM 1983 (1993 ADJUSTMENT). MONUMENTS HELD ARE CP1003, CP1004 AND CP1005. ALL ARE 5/8" IRON RODS WITH PLASTIC CAP STAMPED "TRANSYSTEMS CORPORATION". BASED ON EXISTING CONTROL MONUMENTATION APPROVED BY TXDOT, ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00013.
6. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.



**ABBREVIATIONS:**

- B. C. D. R. = BRAZORIA COUNTY DEED RECORDS
- B. C. M. R. = BRAZORIA COUNTY MAP RECORDS
- O. P. R. B. C. = BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS

7. PROJECT CONTROL COORDINATE VALUES WERE ESTABLISHED BY RTK METHOD USING THE TXDOT VIRTUAL REFERENCE STATION NETWORK.

I HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ON THE GROUND SURVEY MADE UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE, IS TRUE AND CORRECT.

*Allen Byerly* 4/30/2013  
 ALLEN BYERLY  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5562



EXISTING	TAKING	REMAINING
2,698.22 AC.	0.3344 AC.	2,697.886 AC.,
	14,565 S.F.	LT



HILL KATY FREEWAY  
 SUITE 200  
 HOUSTON TEXAS 77079  
 MFC: 713-973-8100  
 FAX: 713-973-8490  
 WWW.SAM-INC.COM

**PARCEL PLAT**  
 SHOWING PARCEL 2

C. C. S. J. 0912-31-263  
 BRAZORIA COUNTY, COUNTY ROAD 51

(PAGE 3 OF 5) APRIL, 2013 SCALE: N. T. S.

P:\TXDOT\Houston\31215 C.R. 51\3.0 Survey\WGN\sheets\CBS1\*RD#SH08\*PAR2\*PG1.dgn

EXHIBIT "B"

FND. CONC. MON. (DISTURBED)  
STA. 9+64.97

KANAWHA TEXAS COMPANY'S  
SUBDIVISION  
VOL. 2, PG. 53  
B.C.M.R.

WARREN D.C. HALL LEAGUE,  
A-99

P.O.C.  
PARCEL 2  
FND. CONC. MON. (BROKEN)  
STA. 11+67.39  
60.00' LT.

CALLED 2,698.22 ACRES  
STAR STATE LAND, LP.  
A TEXAS LIMITED PARTNERSHIP  
B.C.C.F. NO. 2002034524  
B.C.O.P.R. 6/14/2002

AUSTIN  
BAYOU

S49°32'01"E  
72.56'

N87°13'13"E  
150.00'

S03°02'17"E  
5.09'

N03°02'17"W  
25.00'

EXISTING R.O.W.

10+00

PROPOSED BASELINE

N86°54'39"E

PROPOSED RIGHT-OF-WAY 582.50'

EXISTING RIGHT-OF-WAY (2) 586°54'40"W

30' RIGHT-OF-WAY 582.53'  
(VOL. 123, PG. 392 B.C.D.R.)

COUNTY ROAD 51

(VOL. 2, PG. 53 B.C.M.R.)  
60' RIGHT-OF-WAY

MATCH LINE STA. 14+00

STATE HWY 288  
(R.O.W. WIDTH VARIES)

CALLED 597.277 ACRES  
C-K FARMING PARTNERS, LTD.  
A TEXAS LIMITED PARTNERSHIP  
B.C.C.F. NO. 2010019272  
B.C.O.P.R. 5/7/2010



1115 KATY FREEWAY  
SUITE 200  
HOUSTON TEXAS 77079  
OFC: 713.973.8100  
FAX: 713.973.8150  
WWW.SAMINC.COM

PARCEL PLAT

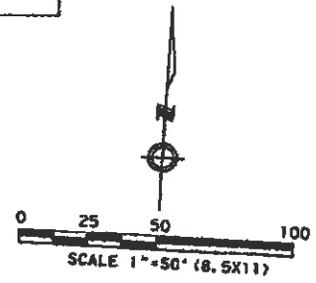
SHOWING PARCEL 2

C.C.S.J. 0912-31-263

BRAZORIA COUNTY, COUNTY ROAD 51

APRIL, 2013

SCALE: 1"=50'



- FOUND R.O.W. MONUMENT AS NOTED
- SET 5/8" I.R. WITH TXDOT ALUMINUM CAP OR AS NOTED
- FOUND MONUMENT AS NOTED

P:\TXDOT\Houston\31215 E.R. 51\1.0 Survey\CDR\sheet\CRS1+R01+SHOW+PAR2+PG2.dgn

BRAZORIA COUNTY  
DRAINAGE DISTRICT NO. 5  
200' WIDE DRAINAGE EASEMENT  
DOC. NO. 01030862  
O.P.R.B.C.

KANAWHA TEXAS COMPANY'S  
SUBDIVISION  
VOL. 2, PG. 53  
B.C.M.R.

CALLED 2,698.22 ACRES  
STAR STATE LAND, LP.  
A TEXAS LIMITED PARTNERSHIP  
B.C.C.F. NO. 2002034524  
B.C.O.P.R. 6/14/2002

LOT 66  
LOT 63



SOUTH TEXAS WATER CO.  
BLANKET CANAL EASEMENT  
VOL. 296, PG. 565  
O.P.R.B.C.

STA. 17+50.00  
55.00' LT.  
S03°05'41"E  
25.01'

MATCH LINE STA. 14+00

PROPOSED RIGHT-OF-WAY N86°54'38"E  
582.50'

EXISTING RIGHT-OF-WAY S86°54'40"W  
582.53'

N86°54'39"E

PROPOSED BASELINE

30' RIGHT-OF-WAY  
(VOL. 123, PG. 392 B.C.D.R.)  
16:00 COUNTY ROAD 51

(VOL. 2, PG. 53 B.C.M.R.)  
60' RIGHT-OF-WAY

18:00

WARREN D.C. HALL LEAGUE  
A-00

CALLED 597.277 ACRES  
C-K FARMING PARTNERS, LTD.  
A TEXAS LIMITED PARTNERSHIP  
B.C.C.F. NO. 2010019272  
B.C.O.P.R. 5/7/2010

NO INSTRUMENT OF RECORD  
FOUND DEDICATING ANY EASEMENT  
OR RIGHT-OF-WAY FOR AUSTIN  
BAYOU SOUTH OF COUNTY ROAD 51



8111 KATY FREEWAY  
SUITE 200  
HOUSTON TEXAS 77079  
OFC. 713.973.5100  
FAX 713.973.5100  
WWW.SAMINC.COM

PARCEL PLAT  
SHOWING PARCEL 2

C.C.S.J. 0912-31-263

BRAZORIA COUNTY, COUNTY ROAD 51

□ FOUND R.O.W. MONUMENT AS NOTED

■ SET 5/8" I.R. WITH TXDOT ALUMINUM CAP OR AS NOTED

○ FOUND MONUMENT AS NOTED

(PAGE 5 OF 5)

APRIL, 2013

SCALE: 1"=50'



# AGENDA COMMENTARY

**Discussion Date:** 01/22/2015

**Approval Date:** 01/22/2015

**Submitted By:** Dan Kelinske

## **SUBJECT:**

---

Consider the Roofing Material and Services Proposal by Garland/DBS, Inc. to replace the flat roof portion and repair other damaged portions of the roof at the Senior Center in an amount not to exceed \$42,871.00; and authorize the Mayor to sign all relevant documents.

## **DISCUSSION:**

---

The Senior Center roof leaks and requires replacement of the flat portion along with point repair of the standing seam metal roof.

Garland/DBS, Inc. submits their proposal according to pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Cobb County, GA and U.S. Communities. The maximum price charged under this agreement will be \$42,871.

The required WPI-8 certification will be included.

Funding for this project will come from proceeds remaining from the 2006 Certificate of Obligations.

## **RECOMMENDATION:**

---

Move to approve the proposal from Garland/DBS for roof repair at the Senior Center and authorize the Mayor to sign all relevant documents.

## **ATTACHMENTS:**

---

1. Garland Roofing Material & Services Proposal
2. Pictures of Flat Roof and Standing Seam Roof
- 3.
- 4.
- 5.
- 6.

**Submitted by:**

**Daniel Kelinske**  
Digitally signed by Daniel Kelinske  
DN: cn=Daniel Kelinske, o=City of Alvin, ou=Parks and Recreation, email=dkelinske@cityofalvin.com, c=US  
Date: 2015.01.08 17:45:57 -0600

**Department Head**

**Funds Available:**

**Junru Roland**  
Digitally signed by Junru Roland  
DN: cn=Junru Roland, email=jroland@cityofalvin.com, o=City of Alvin, ou=Finance Department, c=US  
Date: 2015.01.14 19:12:59 -0600

**Finance Director**

**Approved as to Form:**

**Bobbi J Kacz**  
Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of Alvin, ou=Legal Department, email=bkacz@cityofalvin.com, c=US  
Date: 2015.01.14 15:05:51 -0600

**City Attorney**

**Approved By:**

**Junru Roland**  
Digitally signed by Junru Roland  
DN: cn=Junru Roland, email=jroland@cityofalvin.com, o=City of Alvin, ou=Finance Department, c=US  
Date: 2015.01.14 19:13:06 -0600

**City Manager**



**Garland/DBS, Inc.**  
**3800 East 91<sup>st</sup> Street**  
**Cleveland, OH 44105**  
**Phone: (800) 762-8225**  
**Fax: (216) 883-2055**



## **ROOFING MATERIAL AND SERVICES PROPOSAL**

**City of Alvin**  
**Senior Center Flat & Standing Seam Roof Repairs**  
**Date Submitted: 12/04/2014**  
**Proposal #: 25-TX-140678**  
**MICPA # 09-5408**

**Please Note:** The following proposal is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Cobb County, GA and U.S. Communities. This proposal should be viewed as the maximum price an agency will be charged under the agreement.

### **Scope of Work: Flat & Standing Seam Roof Repairs (Argio Roofing & Construction)**

- 1 Install new pipe flashing boots to all penetrations in existing standing seam roofing system.
- 2 Repair two sheet-metal box vent penetrations in standing seam roof.
- 3 Fabricate and install new vent cap on standing seam roof penetration.
- 4 Repair area of slipped standing seam roofing panel and detached ridgecap.
- 5 Tear off and dispose of two existing low-slope roofing assemblies.
- 6 Coordinate with HVAC contractor the lifting and re-setting of all rooftop units to eliminate all side-mounted duct work.
- 7 Fabricate and install new HVAC curbs to achieve minimum 8" base flashing height.
- 8 Inspect and replace any rotten/damaged decking and/or wood nailers.
- 9 Mechanically attach SBS Modified, polyester/fiberglass reinforced base sheet using FM90 or approved equivalent lightweight concrete fasteners.
- 10 Fully adhere one ply of smooth SBS Modified interply roofing membrane in a full mopping of hot asphalt.
- 11 Fully adhere one ply of Mineral Surfaced, SBS Modified Bituminous capsheet in a full mopping of hot asphalt.
- 12 Fabricate and install new 22 ga. continuous metal cleat and 24 ga. Prefinished galvalume drip edge and gutter system.
- 13 Fabricate and install new 24 ga. Prefinished galvalume counter flashing with hurricane clips.
- 14 Coordinate reinstallation of HVAC units by mechanical contractor (separate).
- 15 Provide TDI WPI8 windstorm certificate.
- 16 Provide contractor's 2 year labor warranty.
- 17 Provide Manufacturer's 30 year NDL warranty.

### **City of Alvin Senior Center Flat & Standing Seam Roof Repairs:**

**Proposal Price Based Upon Market Experience:**

**\$ 42,871**

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers. Proposal pricing valid through 12/31/2014.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

*Matt Egan*

Matt Egan  
Garland/DBS, Inc.  
(216) 430-3662









# AGENDA COMMENTARY

**Discussion Date:** 01/22/2015

**Approval Date:** 01/22/2015

**Submitted By:** Dan Kelinske

## **SUBJECT:**

---

Consider the proposal by Clear the Air for HVAC services to replace one HVAC unit and remove and re-install two HVAC units and a condensing unit during the roof repair project at the Senior Center in an amount not to exceed \$14,957; and authorize the Mayor to sign all relevant documents.

## **DISCUSSION:**

---

In addition to the flat roof repair to be performed by Garland/DBS, Inc. if approved by council, there are three package HVAC units and 1 condensing unit that will need to be removed and re-installed. Staff recommends utilizing Clear the Air which currently holds the City's HVAC maintenance & repair contract which also recently provided and installed 2 of the 3 roof top units. Included in the proposal price is the purchase of a replacement 4 ton Trane package unit. Two of the three roof top package units have already been replaced in the last 3 years and the remaining one is approximately 18 years old and at the end of it's life expectancy.

Clear the Air proposal price: \$ 14,957

The fundina will come from the remainina proceeds of the 2006 Certificate of Obliactions.

## **RECOMMENDATION:**

---

Move to approve the proposal from Clear the Air for the HVAC services at the Senior Center and authorize the Mayor to sign all relevant documents.

## **ATTACHMENTS:**

---

- |  |    |
|--|----|
| 1. Clear the Air proposal              | 4. |
| 2. Picture of HVAC unit to be replaced | 5. |
| 3.                                     | 6. |

**Submitted by:**

**Daniel Kelinske**  
Digitally signed by Daniel Kelinske  
DN: cn=Daniel Kelinske, o=City of Alvin, ou=Parks and Recreation, email=dikelinske@cityofalvin.com, c=US  
Date: 2015.01.08 18:00:32 -0600'

**Department Head**

**Funds Available:**

**Junru Roland**  
Digitally signed by Junru Roland  
DN: cn=Junru Roland, email=jroland@cityofalvin.com, o=City of Alvin, ou=Finance Department, c=US  
Date: 2015.01.14 19:19:00 -0600'

**Finance Director**

**Approved as to Form:**

**Bobbi J Kacz**  
Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of Alvin, ou=Legal Department, email=bkacz@cityofalvin.com, c=US  
Date: 2015.01.14 15:38:30 -0600'

**City Attorney**

**Approved By:**

**Junru Roland**  
Digitally signed by Junru Roland  
DN: cn=Junru Roland, email=jroland@cityofalvin.com, o=City of Alvin, ou=Finance Department, c=US  
Date: 2015.01.14 19:19:09 -0600'

**City Manager**



**CLEAR *the* AIR**  
COOLING & HEATING

**(281) 482-1308 ♦ Fax: (832) 482-0900**

133 N. Friendswood Dr. #349; Friendswood, TX 77546

[www.cleartheairac.com](http://www.cleartheairac.com)

## Commercial HVAC Quote

### Date:

Friday, December 05, 2014

### Prepared For:

**Name:** City of Alvin  
**Contact:** Dan Kelinski  
**Location:** Senior Center  
**Billing Address:** 216 W. Sealy  
**Phone Number(s):** 281-388-4290



## INCLUDED IN EVERY INSTALLATION

- ✓ All Labor
- ✓ Obtain permits (where required)
- ✓ Recovery & disposal of refrigerant according to EPA guidelines.
- ✓ Remove existing equipment from premises
- ✓ Startup & Check entire system for safety and efficiency after installation

## YOUR ASSURANCE OF QUALITY & OUR GUARANTEES

*You are the only reason for our existence as a company. Our commitment to quality and total customer satisfaction is never an option.*

- ✓ Installers will take all necessary precautions to protect customer's property, such as lawn, shrubbery, carpeting, walls and door frames. We will cover all floors and wear shoe covers.
- ✓ Work is performed by NATE & NCI certified technicians.

## WARRANTY & SERVICE

*(Warranties do not include preventive maintenance.  
Yearly Maintenance is required by manufacturers annually to keep warranties valid)*

- ◆ After installation, our qualified representative will start, test, and provide instructions on the use of the equipment.
- ◆ **Clear the Air will warranty for a period of one year from the date of installation that materials and labor furnished by us will be free from defects.**
- ◆ **After the first year, the equipment manufacturers warranty will be for a period of:**
- ◆ The warranties and liabilities set forth above are in lieu of all other warranties and liabilities,
- ◆ Warranty service does not include routine maintenance; such as, but not limited to, filter or

5 Years

## RESPONSIBILITY

*(The following responsibilities will be assumed by the property owner unless noted otherwise)*

Major plumbing upgrades requiring a licensed and insured master plumber  
Major electrical upgrades requiring a licensed and insured master electrician  
Drywall/Sheetrock/Carpentry - cutting & repair, patching, floating, painting

## TERMS

Clear the Air LLC ("the company") guarantees that all materials are to be as specified. All work is to be completed in a workmanlike manner according to standard industry practices. Any alternation of deviation from contracted specifications will be executed only upon written orders, and will become an extra charge over and above the contracted price. This contract, its price and performance are all subject to delays or inability to perform caused by or resulting from labor scarcities, strike, either on the work done on this contract or any other work affecting the same, directly or indirectly, lockouts, accidents, fire, floods, breakdowns, war, riot, rebellion, or any other Government agency, judicial authority, acts of God, or any other causes or reasons beyond the seller's control. Delays caused by such events or reasons do not constitute abandonment and are not included in calculating time frames for payment or performance. Even if specified in writing, the start date and completion date of a job may not be guaranteed, as a result of the aforementioned events. The company shall not be held liable for any damages due to the failure to start the job or complete the job by a specified date. In addition, the company's failure to start or complete the job on a specified date does not void the contract.

Due to continuing variations in labor and material costs, this proposal is canceled if not approved within 14 days. In addition, we reserve the right to cancel the accepted contract in the event that we are prevented from commencing work within 30 days of the proposal date either by the customer's actions, by failure of our suppliers to furnish us with the equipment and materials on your contract, or by the failure of any utility or Government entity.

### NOTICE TO OWNER

Under the Texas Mechanics' and Material men's Lien Law any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property, but is not paid for his or her work supplies, has right to enforce a claim against your property. A Lien may be placed on your property if any person furnishing material or labor executes a written contract that sets forth the term of the agreements. This means that after a court hearing, your property could be sold by a court officer and the proceeds used to satisfy indebtedness.

### TERMS AND CONDITIONS

#### RESPONSIBILITIES OF CUSTOMER

Customer agrees to hold the company harmless for the discovery of any of the following defective conditions:

- |                                   |                                |   |
|-----------------------------------|--------------------------------|---|
| 1. Improper or faulty HVAC System | 4. Refrigerant leaks           | 7. Lack of maintenance                  |
| 2. Rusted or defective equipment  | 5. Existing illegal conditions | 8. Failing to address existing problems |
| 3. Blockage of the drain system   | 6. Defective roofing           | addressed by our technician(s)          |

Customer is required at his expense to do all work and other acts to meet all conditions necessary to allow our company to complete the work as provided in this agreement. Maintenance must be performed by a licensed contractor. Documentation of maintenance is required. Any alteration or deviation from the proposed specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. Financing information is valid only after approval by the listed finance company or agency. All financing rates (APRs) and payments are approximations and may not be exact. Painting, drywall repair and carpentry work are not included in the proposal unless otherwise specified in writing. Major electrical & plumbing must be done by a licensed contractor & is the responsibility of the customer unless otherwise specified in writing.

#### RESPONSIBILITIES OF COMPANY CONDITIONS AND LIMITATIONS

Company shall do all work in a good workmanlike manner. Company is not responsible for any existing illegal conditions.

#### LIMITED WARRANTY

Company warrants its work to be free from defects in material and workmanship for the warranty period for three hundred sixty five days (365) days from completion unless otherwise stated in writing on the face hereof. All drain stoppages are warranted for a period of thirty (30) days from the completion unless otherwise stated in writing on the face hereof. All warranties are void if payment is not made when due. Warranties extend to the customer and are transferable. If a defect in materials or workmanship covered by this warranty occurs. Company will, with reasonable promptness during normal working hours (8am-5pm m-f), remedy the defect. In no event shall Company be held liable for water damage caused by a delay in remedying a defect. The limited warranty does not cover damage by misuse, accidents, high winds, fire, acts of God, or lack of periodic maintenance. All maintenance must be performed by a licensed contractor at least 2 times annually. Documentation of maintenance is required. All warranties or guarantees provided by the company shall be invalid if any other person or company works on or services the equipment. All warranty calls will have appropriate fees due on completion. Call our office for current service call pricing.

EXCLUSIONS AND LIMITATIONS: CUSTOMERS RIGHT TO REPAIR AND REPLACEMENT ARE THE EXCLUSIVE REMEDIES AND COMPANY SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE MATERIALS PROVIDED FOR IN THE CONTRACT.

Company is not responsible for the following, which are excluded from the coverage of this limited warranty: 1. Defective conditions listed under the above "Responsibilities of Customer" 2. Work performed by or materials installed by others not in this agreement. 3. Defects and failure from mistreatment or neglect. Company is not responsible for any existing illegal conditions at property.

This limited warranty is the only express warranty the company gives. IMPLIED WARRANTIES, including but not limited to warranties of merchantability and fitness for a particular purpose, are limited to duration of three hundred sixty five days (365) days from the date completion.

#### ENTIRE AGREEMENT

This is the entire agreement. The parties are not bound by any oral expression or representation by a commitment or arrangement not set forth herein. The Agreement binds jointly and several all signing Customers their heirs, representatives, successors, and assigns. Company will not provide an itemized break down of materials and labor for flat rate prices work. However, Company will provide an itemized list of all materials used to perform the necessary repair upon request.







# AGENDA COMMENTARY

Discussion Date: 01/22/2015

Approval Date: 01/22/2015

Submitted By: Brian Smith

## SUBJECT:

Consider approval of purchasing 8 new vehicles including all necessary equipment from the vehicle replacement fund at a total cost of \$293,641. These vehicles were budgeted for and approved during the 2014-2015 budget process. The vehicles being purchased are 1- Ford Escape for Capital Improvements, 1- Ambulance for EMS, 1- F-350 Crew for Parks, 1- 12 passenger van for Parks, 1- Fusion for Police CID, 1- F-350 for Police Humane, 2 - F-250 Crew for Streets.

## DISCUSSION:

A total of 8 vehicles are being purchased to be used in various departments. The vehicles that are being replaced have met their life expectancy within the City of Alvin Vehicle Replacement Program and are in need of replacement. All vehicles were budgeted for and approved during the 2014-2015 budget process. Required quotes have been obtained for these purchases.

## RECOMMENDATION:

Move to approve the purchase of 8 vehicles.

## ATTACHMENTS:

1. Ron Carter Quotes
2. McRee Ford Quotes
3. Philpott Quotes
4. HGAC Frazer Quote
- 5.
- 6.

### Submitted by:

Brian  
Smith

Digitally signed by Brian Smith  
DN: cn=Brian Smith, o=City of Alvin, ou=PSF, c=US  
Date: 2015.01.05 08:24:50 -06'00'

Department Head

### Funds Available:

Junru  
Roland

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com, o=City of Alvin, ou=Finance Department,  
c=US  
Date: 2015.01.14 19:21:12 -06'00'

Finance Director

### Approved as to Form:

Bobbi J  
Kacz

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2015.01.14 15:58:19 -06'00'

City Attorney

### Approved By:

Junru  
Roland

Digitally signed by Junru Roland  
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email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance Department, c=US  
Date: 2015.01.14 19:22:00 -06'00'

City Manager

2014-2015  
Vehicle Purchase List

Divison	Vehicle	Cost	Total Vehicle/Equipment
Capital Improvement	Ford Escape	\$18,588	\$18,588
EMS	Chevy Ambulance	\$138,100	\$138,100
Parks	F-350 Crew Cab	\$24,795	\$24,795
Parks	Ford 12P Van	\$27,402	\$27,402
Police	Ford Fusion	\$16,858	\$16,858
Police/Humane	F-350 Cab & Chassis	\$21,026	\$21,026
Streets	F-250 Crew Cab	\$23,436	\$23,436
Street	F-250 Crew Cab	\$23,436	\$23,436
Total			\$293,641
Ron Carter			\$155,541
Plus HGAC Frazer			\$138,100
Total			\$293,641
Philpott			\$156,548
Plus HGAC Frazer			\$138,100
Total			\$294,648
McRee Ford			\$158,960
Plus HGAC Frazer			\$138,100
Total			\$297,060

Vehicle Purchase - Ron Carter  
EMS Ambulance - Frazer

Prepared For:  
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## 2015 Fleet/Non-Retail Ford Transit Wagon T-350 148" Low Roof XL Sliding

### ***SELECTED MODEL & OPTIONS***

---

#### SELECTED MODEL - 2015 Fleet/Non-Retail X2Y T-350 148" Low Roof XL Sliding RH Dr

---

<u>Code</u>	<u>Description</u>
X2Y	2015 Ford Transit Wagon T-350 148" Low Roof XL Sliding RH Dr

---

#### SELECTED VEHICLE COLORS - 2015 Fleet/Non-Retail X2Y T-350 148" Low Roof XL Sliding RH Dr

---

<u>Code</u>	<u>Description</u>
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

---

#### SELECTED OPTIONS - 2015 Fleet/Non-Retail X2Y T-350 148" Low Roof XL Sliding RH Dr

---

##### CATEGORY

<u>Code</u>	<u>Description</u>
ENGINE	
99M	ENGINE: 3.7L TI-VCT V6 (FFV) (STD)
TRANSMISSION	
446	TRANSMISSION: 6-SPEED AUTOMATIC W/OD & SELECTSHIFT (STD)
OPTION PACKAGE	
301A	ORDER CODE 301A
AXLE RATIO	
X73	3.73 AXLE RATIO (STD)
PRIMARY PAINT	
YZ	OXFORD WHITE
PAINT SCHEME	
—	STANDARD PAINT
SEAT TYPE	
VK	PEWTER, VINYL FRONT BUCKET SEATS -inc: adjustable headrests

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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## 2015 Fleet/Non-Retail Ford Transit Wagon T-350 148" Low Roof XL Sliding **SELECTED MODEL & OPTIONS**

---

### SELECTED OPTIONS - 2015 Fleet/Non-Retail X2Y T-350 148" Low Roof XL Sliding RH Dr

---

#### CATEGORY

<u>Code</u>	<u>Description</u>
SEATING ARRANGEMENT	
21G	DUAL BUCKET SEATS -inc: 10-way power (fore/aft/recline) driver seat only, driver inboard armrest and manual driver lumbar (STD)
ADDITIONAL EQUIPMENT	
92E	PRIVACY GLASS -inc: tinted windshield and front door glass, Rear Window Defogger
60C	CRUISE CONTROL W/MESSAGE CENTER -inc: full trip computer and engine-hour meter

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## 2015 Fleet/Non-Retail Ford Fusion 4dr Sdn S FWD P0G

### **SELECTED MODEL & OPTIONS**

#### SELECTED MODEL - 2015 Fleet/Non-Retail P0G 4dr Sdn S FWD

<u>Code</u>	<u>Description</u>
P0G	2015 Ford Fusion 4dr Sdn S FWD

#### SELECTED VEHICLE COLORS - 2015 Fleet/Non-Retail P0G 4dr Sdn S FWD

<u>Code</u>	<u>Description</u>
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

#### SELECTED OPTIONS - 2015 Fleet/Non-Retail P0G 4dr Sdn S FWD

##### CATEGORY

<u>Code</u>	<u>Description</u>
ENGINE	
997	ENGINE: 2.5L IVCT (STD)
TRANSMISSION	
44W	TRANSMISSION: 6 SPEED AUTOMATIC W/SELECTSHIFT (STD)
OPTION PACKAGE	
100A	EQUIPMENT GROUP 100A *GROSS* (Requires Equipment Group 100A savings)
PRIMARY PAINT	
YZ	OXFORD WHITE
PAINT SCHEME	
—	STANDARD PAINT
SEAT TYPE	
AE	EARTH GRAY, CLOTH FRONT BUCKET SEATS -inc: 6-way manual driver seat (fore/aft, up/down w/recline, manual lumbar adjust), 4-way manual passenger seat (fore/aft w/recline) and 4-way front seat head restraints

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Customer File:

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BRIAN SMITH  
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## 2015 Fleet/Non-Retail Ford Super Duty F-350 SRW 2WD Reg Cab 137" XL

### **SELECTED MODEL & OPTIONS**

#### SELECTED MODEL - 2015 Fleet/Non-Retail F3A 2WD Reg Cab 137" XL

<u>Code</u>	<u>Description</u>
F3A	2015 Ford Super Duty F-350 SRW 2WD Reg Cab 137" XL

#### SELECTED VEHICLE COLORS - 2015 Fleet/Non-Retail F3A 2WD Reg Cab 137" XL

<u>Code</u>	<u>Description</u>
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

#### SELECTED OPTIONS - 2015 Fleet/Non-Retail F3A 2WD Reg Cab 137" XL

##### CATEGORY

<u>Code</u>	<u>Description</u>
ENGINE	
996	ENGINE: 6.2L 2-VALVE SOHC EFI NA V8 FLEX-FUEL (STD)
TRANSMISSION	
44P	TRANSMISSION: TORQSHIFT 6-SPEED AUTOMATIC -inc: SelectShift (STD)
OPTION PACKAGE	
610A	ORDER CODE 610A
AXLE RATIO	
X3E	ELECTRONIC LOCKING W/3.73 AXLE RATIO
WHEELS	
64A	WHEELS: 17" ARGENT PAINTED STEEL -inc: painted hub covers/center ornaments (STD)
TIRES	
TBK	TIRES: LT245/75RX17E BSW A/S (STD)
PRIMARY PAINT	

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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## 2015 Fleet/Non-Retail Ford Super Duty F-350 SRW 2WD Reg Cab 137" XL

### **SELECTED MODEL & OPTIONS**

#### SELECTED OPTIONS - 2015 Fleet/Non-Retail F3A 2WD Reg Cab 137" XL

##### CATEGORY

<u>Code</u>	<u>Description</u>
PRIMARY PAINT	
F1	VERMILLION RED
PAINT SCHEME	
---	STANDARD PAINT
SEAT TYPE	
AS	STEEL, HD VINYL 40/20/40 SPLIT BENCH SEAT -inc: center armrest, cupholder and storage
ADDITIONAL EQUIPMENT	
52B	TRAILER BRAKE CONTROLLER (TBC) -inc: Compatible w/select electric over hydraulic brakes
66D	PICKUP BOX DELETE -inc: Deletes tie-down hooks, tailgate, bodyside moldings and 7/4 pin connector, 17.5K trailer hitch receiver (see Trailer Tow guide for rating), Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer, In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements), Spare Wheel, Tire, Carrier & Jack Delete, Rear Bumper Delete *CREDIT*
512	SPARE TIRE, WHEEL, CARRIER & JACK Spare tire is standard equipment; becomes optional when (66D) Pickup Box Delete is ordered. (Requires 66D)

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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## 2015 Fleet/Non-Retail Ford Escape FWD 4dr S U0F

### **SELECTED MODEL & OPTIONS**

#### **SELECTED MODEL - 2015 Fleet/Non-Retail U0F FWD 4dr S**

<u>Code</u>	<u>Description</u>
U0F	2015 Ford Escape FWD 4dr S

#### **SELECTED VEHICLE COLORS - 2015 Fleet/Non-Retail U0F FWD 4dr S**

<u>Code</u>	<u>Description</u>
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

#### **SELECTED OPTIONS - 2015 Fleet/Non-Retail U0F FWD 4dr S**

##### **CATEGORY**

<u>Code</u>	<u>Description</u>
<b>ENGINE</b>	
997	ENGINE: DURATEC 2.5L I-4 -inc: active grille shutters (STD)
<b>TRANSMISSION</b>	
446	TRANSMISSION: 6-SPEED AUTOMATIC W/SELECTSHIFT (STD)
<b>OPTION PACKAGE</b>	
100A	EQUIPMENT GROUP 100A *GROSS* (Requires Equipment Group 100A savings)
<b>WHEELS</b>	
64D	WHEELS: 17" STEEL WHEEL W/SPARKLE SILVER COVER (STD)
<b>PRIMARY PAINT</b>	
BR	KARAT GOLD
<b>PAINT SCHEME</b>	
—	STANDARD PAINT
<b>SEAT TYPE</b>	
7B	CHARCOAL BLACK, CLOTH BUCKETS W/60/40 SPLIT REAR SEAT - inc: 6-way manual driver's seat

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## 2015 Fleet/Non-Retail Ford Super Duty F-350 SRW 2WD Crew Cab 172" XL

### **SELECTED MODEL & OPTIONS**

#### SELECTED MODEL - 2015 Fleet/Non-Retail W3A 2WD Crew Cab 172" XL

<u>Code</u>	<u>Description</u>
W3A	2015 Ford Super Duty F-350 SRW 2WD Crew Cab 172" XL

#### SELECTED VEHICLE COLORS - 2015 Fleet/Non-Retail W3A 2WD Crew Cab 172" XL

<u>Code</u>	<u>Description</u>
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

#### SELECTED OPTIONS - 2015 Fleet/Non-Retail W3A 2WD Crew Cab 172" XL

##### CATEGORY

<u>Code</u>	<u>Description</u>
ENGINE	
996	ENGINE: 6.2L 2-VALVE SOHC EFI NA V8 FLEX-FUEL (STD)
TRANSMISSION	
44P	TRANSMISSION: TORQSHIFT 6-SPEED AUTOMATIC -inc: SelectShift (STD)
OPTION PACKAGE	
610A	ORDER CODE 610A
AXLE RATIO	
X3E	ELECTRONIC LOCKING W/3.73 AXLE RATIO
WHEELS	
64A	WHEELS: 17" ARGENT PAINTED STEEL -inc: painted hub covers/center ornaments (STD)
TIRES	
TBK	TIRES: LT245/75RX17E BSW A/S (STD)
PRIMARY PAINT	

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

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## 2015 Fleet/Non-Retail Ford Super Duty F-350 SRW 2WD Crew Cab 172" XL

### **SELECTED MODEL & OPTIONS**

---

#### SELECTED OPTIONS - 2015 Fleet/Non-Retail W3A 2WD Crew Cab 172" XL

---

#### CATEGORY

<u>Code</u>	<u>Description</u>
PRIMARY PAINT	
Z1	OXFORD WHITE
PAINT SCHEME	
—	STANDARD PAINT
SEAT TYPE	
AS	STEEL, HD VINYL 40/20/40 SPLIT BENCH SEAT -inc: center armrest, cupholder and storage
ADDITIONAL EQUIPMENT	
52B	TRAILER BRAKE CONTROLLER (TBC) -inc: Compatible w/select electric over hydraulic brakes

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

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## 2015 Fleet/Non-Retail Ford Super Duty F-250 SRW 2WD Crew Cab 172" XL

### **SELECTED MODEL & OPTIONS**

#### SELECTED MODEL - 2015 Fleet/Non-Retail W2A 2WD Crew Cab 172" XL

<u>Code</u>	<u>Description</u>
W2A	2015 Ford Super Duty F-250 SRW 2WD Crew Cab 172" XL

#### SELECTED VEHICLE COLORS - 2015 Fleet/Non-Retail W2A 2WD Crew Cab 172" XL

<u>Code</u>	<u>Description</u>
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

#### SELECTED OPTIONS - 2015 Fleet/Non-Retail W2A 2WD Crew Cab 172" XL

##### CATEGORY

<u>Code</u>	<u>Description</u>
ENGINE	
996	ENGINE: 6.2L 2-VALVE SOHC EFI NA V8 FLEX-FUEL (STD)
TRANSMISSION	
44P	TRANSMISSION: TORQSHIFT 6-SPEED AUTOMATIC -inc: SelectShift (STD)
OPTION PACKAGE	
600A	ORDER CODE 600A
AXLE RATIO	
X3E	ELECTRONIC LOCKING W/3.73 AXLE RATIO
WHEELS	
64A	WHEELS: 17" ARGENT PAINTED STEEL -inc: painted hub covers/center ornaments (STD)
TIRES	
TBK	TIRES: LT245/75RX17E BSW A/S (STD)
PRIMARY PAINT	

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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2015 Fleet/Non-Retail Ford Super Duty F-250 SRW 2WD Crew Cab 172" XL

***SELECTED MODEL & OPTIONS***

---

**SELECTED OPTIONS - 2015 Fleet/Non-Retail W2A 2WD Crew Cab 172" XL**

---

**CATEGORY**

<b><u>Code</u></b>	<b><u>Description</u></b>
PRIMARY PAINT	
Z1	OXFORD WHITE
PAINT SCHEME	
—	STANDARD PAINT
SEAT TYPE	
AS	STEEL, HEAVY DUTY VINYL 40/20/40 SPLIT BENCH SEAT -inc: center armrest, cupholder and storage
ADDITIONAL EQUIPMENT	
52B	TRAILER BRAKE CONTROLLER -inc: Compatible w/select electric over hydraulic brakes

# PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #430-13

Vehicles and Heavy Duty Trucks  
 VENDOR—Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ALVIN  
 Contact: BRIAN SMITH  
 Email: (281) 388-4315 bsmith@psf.cityofalvin.com  
 Product Description: 2015 FORD F-SERIES REG. CAB

Prepared by: CUYLER DODSON  
 Phone: (800) 370-7490  
 Email: cuylerdodson@gmail.com  
 Date: November 12, 2014

A. Base Price: \$ 18,962.00

A. Bid Series: 114

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
F3A	F350 4X2 REG. CAB 137" WHEEL BASE	\$ 1,903.00			
	56" C.A. CHASSIS	INCL.			
AS	VINYL 40/20/40 SPLIT BENCH	N/C			
572	A/C	N/C			
996	6.2 I. V8 ENGINE	N/C			
44P	6-SPEED AUTO TRANS	N/C			
X3E	3.73 ELOCKING REAR AXLE	\$ 333.00			
52B	BRAKE CONTROL	\$ 230.00			
66D	LESS PICKUP BED	\$ (625.00)			
512	SPARE TIRE AND WHEEL	\$ 252.00			
<b>Total of B. Published Options:</b>					<b>\$ 2,093.00</b>

C. Unpublished Options [Itemize each below, not to exceed 25%] S= 0.0 %

Options	Bid Price	Options	Bid Price
		COLOR: WHITE	
		INTERIOR: STEEL	
<b>Total of C. Unpublished Options:</b>			<b>\$ -</b>

- D. Pre-delivery Inspection: \$ -
- E. Texas State Inspection: \$ -
- F. Manufacturer Destination/Delivery: \$ -
- G. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -
- H. Lot Insurance (for in-stock and/or equipped vehicles): \$ -
- I. Contract Price Adjustment: \_\_\_\_\_ \$ -
- J. Additional Delivery Charge: 0 miles \$ -
- K. Subtotal: \$ 21,055.00
- L. Quantity Ordered 1 x K = \$ 21,055.00
- M. Trade in: \_\_\_\_\_ \$ -
- N. BUYBOARD Administrative Fee (\$400 per purchase order) \$ -
- O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE \$ 21,055.00

2015 F-SERIES SD

Order No: 0000 Priority: A1 Ord FIN: QS093 Order Type: 5B Price Level: 520  
Ord Code: 610A Cust/Flt Name: C/O ALVIN PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
F3A	F350 4X2SDR/CSR	\$32130	\$29640.00	66D	LESS PICKUP BOX	\$(625) \$(533.00)
	137" WHEELBASE				JOB #1 BUILD	
Z1	OXFORD WHITE				10000# GVWR PKG	
A	VNYL 40/20/40				SPARE TIRE/WHL3	295 252.00
S	STEEL				TRAILER HITCH	
610A	PREF EQUIP PKG			59H	HI MNT STOP LMP	NC NC
	.XL TRIM				JACK	
	.TRAILER TOW PKG				SP DLR ACCT ADJ	(1272.00)
572	.AIR CONDITIONER	NC	NC		TOTAL BASE AND OPTIONS	32995 28910.92
	.AM/FM STER/CLK				TOTAL	32995 28910.92
64A	.STEEL WHLS-17"				*THIS IS NOT AN INVOICE*	
996	.6.2L EFI V8 ENG	NC	NC		* MORE ORDER INFO NEXT PAGE *	
44P	6-SPD AUTOMATIC	NC	NC		F8=Next	
TBK	.LT245 BSW AS 17				F3/F12=Veh Ord Menu	
X37	3.73 REG AXLE	NC	NC			

F1=Help F2=Return to Order F3/F12=Veh Ord Menu  
F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE. QC02549

X3E ELOCKING  
52B BRAKE CONTROL

QC02549

F7=Prev F3/F12=Veh Ord Menu

F1=Help F2=Return to Order F3/F12=Veh Ord Menu  
F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

\*THIS IS NOT AN INVOICE\*

TOTAL 32995 28910.92  
TOTAL BASE AND OPTIONS 32995 28910.92

B4A NET INV FLT OPT 7.00 NC  
FUEL CHARGE 19.92  
SP FLT ACCT CR \$(398.00)  
DEST AND DELIV 1195 1195.00  
PRICED DORA NC  
NC

RETAIL DLR INV

Order No: 0000 Priority: A1 Ord FIN: QS093 Order Type: 5B Price Level: 520  
Ord Code: 610A Cust/Flt Name: C/O ALVIN PO Number:

2015 F-SERIES SD



==>

Dealer: F52089

2015 F-SERIES SD

Page: 1 of 1

Order No: 0000 Priority: A1 Ord FIN: QS093 Order Type: 5B Price Level: 520  
Ord Code: 610A Cust/Flt Name: C/O ALVIN PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
W3A	F350 4X2 CREW/C	\$35930	\$33145.00	10500# GVWR PKG		
	172" WHEELBASE			SPARE TIRE/WHL3	NC	NC
Z1	OXFORD WHITE			52B BRAKE CONTRLLR	270	230.00
A	VNYL 40/20/40			12.5K TRLR HTCH	NC	NC
S	STEEL			59H HI MNT STOP LMP	NC	NC
610A	PREF EQUIP PKG			JACK		
	.XL TRIM			SP DLR ACCT ADJ		(1464.00)
	.TRAILER TOW PKG			SP FLT ACCT CR		(457.00)
572	.AIR CONDITIONER	NC	NC	FUEL CHARGE		19.92
	.AM/FM STER/CLK			B4A NET INV FLT OPT	NC	7.00
996	.6.2L EFI V8 ENG	NC	NC	PRICED DORA	NC	NC
44P	6-SPD AUTOMATIC	NC	NC	DEST AND DELIV	1195	1195.00
TBK	.LT245 BSW AS 17			TOTAL BASE AND OPTIONS	37785	33008.92
X3E	3.73 ELOCKING	390	333.00	TOTAL	37785	33008.92
	JOB #1 BUILD					

\*THIS IS NOT AN INVOICE\*

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC02549

SAMPLE  
ORDER  
?

# PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #430-13

Vehicles and Heavy Duty Trucks

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ALVIN  
 Contact: BRIAN SMITH  
 Email: (281) 388-4315 bsmith@psf.cityofalvin.com  
 Product Description: 2015 FORD F-SERIES REG. CAB

Prepared by: CUYLER DODSON  
 Phone: (800) 370-7490  
 Email: cuylerdodson@gmail.com  
 Date: November 12, 2014

A. Base Price: \$ 17,768.00

A. Bid Series: 113

**B. Published Options [Itemize each below]**

Code	Options	Bid Price	Code	Options	Bid Price
W2A	F250 4X2 CRFW CAB 172" WHEELBASE	\$ 5,177.00			
	8' BED SRW	INCL.			
AS	VINYL 40/20/40 SPLIT BENCH	N/C			
572	A/C	N/C			
996	6.2 L V8 ENGINE	N/C			
44P	6-SPEED AUTO TRANS	N/C			
X3E	3.73 FLOCKING REAR AXLE	\$ 333.00			
52B	BRAKE CONTROL	\$ 230.00			
<b>Total of B. Published Options:</b>					\$ 5,740.00

**C. Unpublished Options [Itemize each below, not to exceed 25%]** \$= 0.0 %

Options	Bid Price	Options	Bid Price
		COLOR : WHITE	
		INTERIOR: STEEL	
<b>Total of C. Unpublished Options:</b>			\$ -

- D. Pre-delivery Inspection: \$ -
- E. Texas State Inspection: \$ -
- F. Manufacturer Destination/Delivery: \$ -
- G. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -
- H. Lot Insurance (for in-stock and/or equipped vehicles): \$ -
- I. Contract Price Adjustment: \$ -
- J. Additional Delivery Charge: 0 miles \$ -
- K. Subtotal: \$ 23,508.00
- L. Quantity Ordered 2 x K = \$ 47,016.00
- M. Trade in: \$ -
- N. BUYBOARD Administrative Fee (\$400 per purchase order) \$ -
- O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE \$ 47,016.00





2015 FUSION

Order No: 0000    Priority: A2    Ord FIN: QS093    Order Type: 5B    Price Level: 530  
 Ord Code: 100A    Cust/Flt Name: C/O ALVIN    PO Number:

	RETAIL	DLR INV	SYNC AND SOUND DISCOUN	RETAIL	DLR INV
P0G FUSION S	\$22400	\$20888.00	\$(490)		\$(438.00)
YZ OXFORD WHITE			TOTAL	22735	20138.64
A CLOTH SEATING			*THIS IS NOT AN INVOICE*		
E EARTH					
100A EQUIP GRP					
997 .2.5L I4 IVCT	NC	NC			
44W .6-SPD AUTO TRAN	NC	NC			
FRT LICENSE BKT	NC	NC			
SP DLR ACCT ADJ		(876.00)			
SP FLT ACCT CR		(274.00)			
FUEL CHARGE		6.64			
B4A NET INV FLT OPT	NC	7.00			
PRICED DORA	NC	NC			
DEST AND DELIV	825	825.00			
TOTAL BASE AND OPTIONS	23225	20576.64			

F1=Help                      F2=Return to Order  
 F4=Submit                  F5=Add to Library  
 S099 - PRESS F4 TO SUBMIT

F3/F12=Veh Ord Menu

QC02549

*SAMPLE  
ORDER*



==>

Dealer: F52089

2015 ESCAPE

Page: 1 of 1

Order No: 0000 Priority: A1 Ord FIN: QS093 Order Type: 5B Price Level: 520  
Ord Code: 100A Cust/Flt Name: C/O ALVIN PO Number:

	RETAIL	DLR INV	RETAIL	DLR INV
U0F S FWD	\$23100	\$21772.00	TOTAL BASE AND OPTIONS	\$23995 \$21493.64
.105.9" WB			SYNC AND SOUND DISCOUN (490)	(428.00)
YZ OXFORD WHITE			TOTAL	23505 21065.64
7 CLOTH BUCKETS			*THIS IS NOT AN INVOICE*	
B CHARCOAL BLACK				
100A EQUIP GRP				
997 .2.5L I-4 ENGINE	NC	NC		
446 .6-SPD AUTOTRANS	NC	NC		
TJL .235/55R17 A/S	NC	NC		
SP DLR ACCT ADJ		(904.00)		
SP FLT ACCT CR		(283.00)		
FUEL CHARGE		6.64		
B4A NET INV FLT OPT	NC	7.00		
PRICED DORA	NC	NC		
DEST AND DELIV	895	895.00		

F1=Help F2=Return to Order  
F4=Submit F5=Add to Library

F3/F12=Veh Ord Menu

S099 - PRESS F4 TO SUBMIT

QC02549

SAMPLE  
ORDER  
E

**PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #430-13**

Vehicles and Heavy Duty Trucks  
 VENDOR—Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ALVIN  
 Contact: BRAIN SMITH  
 Email: (281) 388-4315 bsmith@psf.cityofalvin.com  
 Product Description: 2015 FORD TRANSIT 350 WAGON

Prepared by: CUYLER DODSON  
 Phone: (800) 370-7490  
 Email: cuylerdodson@gmail.com  
 Date: November 12, 2014

A. Bid Series: 123 A. Base Price: \$ 25,822.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
X2Y	TRANSIT 350 LOW ROOF WAGON	\$ 775.00			
	148" WHEELBASE SLIDING SIDE DOOR	INCL.			
VK	VINYL 12-PASSENGER SEATING	N/C			
57H	FRONT AND REAR A/C	N/C			
99M	3.7 L V6 ENGINE	N/C			
446	6-SPEED AUTO TRANS	N/C			
60C	CRUISE CONTROL	\$ 277.00			
92E	PRIVACY GLASS	\$ 575.00			
<b>Total of B. Published Options:</b>					\$ 1,627.00

C. Unpublished Options [Itemize each below, not to exceed 25%] \$= 0.0 %

Options	Bid Price	Options	Bid Price
		COLOR: WHITE	
		INTERIOR: PEWTER	
<b>Total of C. Unpublished Options:</b>			\$ -

- D. Pre-delivery Inspection: \$ -
- E. Texas State Inspection: \$ -
- F. Manufacturer Destination/Delivery: \$ -
- G. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -
- H. Lot Insurance (for in-stock and/or equipped vehicles): \$ -
- I. Contract Price Adjustment: \_\_\_\_\_
- J. Additional Delivery Charge: 0 miles \$ -
- K. Subtotal: \$ 27,449.00
- L. Quantity Ordered 1 x K = \$ 27,449.00
- M. Trade in: \_\_\_\_\_
- N. BUYBOARD Administrative Fee (\$400 per purchase order) \$ -
- O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE \$ 27,449.00

=>

Dealer: F52089

Page: 1 of 1

2015 TRANSIT NA

Order No: 0000 Priority: A2 Ord FIN: QS093 Order Type: 5B Price Level: 525  
Ord PEP: 301A Cust/Flt Name: C/O ALVIN PO Number:

		RETAIL	DLR INV			RETAIL	DLR INV
X2Y	TRAN 350 LR WAG	\$35900	\$33118.00	20B	9000# GVWR	NC	NC
	148" WHEELBASE			425	50 STATE EMISS	NC	NC
YZ	OXFORD WHITE			57N	RR WIN DEFOGG	NC	NC
V	VINYL			60C	CRUISE CONTROL	325	277.00
K	PEWTER			92E	PRIVACY GLASS	675	575.00
301A	PREF EQUIP PKG				FLEX FUEL		
	.XL TRIM				SP DLR ACCT ADJ		(1476.00)
57B	.MANUAL A/C	NC	NC		SP FLT ACCT CR		(461.00)
99M	3.7L TIVCT V6				FUEL CHARGE		13.28
446	.6-SPD AUTO SST			B4A	NET INV FLT OPT	NC	7.00
TC8	.235/65R16 BSW				PRICED DORA	NC	NC
X73	3.73 REG X73	NC	NC		DEST AND DELIV	995	995.00
	JOB #2 ORDER			TOTAL	BASE AND OPTIONS	37895	33048.28
15H	HEADLINER COMPL	NC	NC	TOTAL		37895	33048.28
	FRT LICENSE BKT	NC	NC	*THIS IS NOT AN INVOICE*			

F1=Help F2=Return to Order F3/F12=Veh Ord Menu  
F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC02549

SAMPLE  
ORDER  
2

CNGP530

VEHICLE ORDER CONFIRMATION

10/28/14 10:52:14

==> Dealer: F52052

2015 F-SERIES SD

Page: 1 of 1

Order No: 9999 Priority: M2 Ord FIN: QF005 Order Type: 5B Price Level: 515

Ord PEP: 610A Cust/Flt Name: CTY ALVIN PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
F3A F350 4X2SDR/CSR	\$31940	\$29464.00	66D LESS PICKUP BOX	\$(625)	\$(533.00)
137" WHEELBASE			JOB #1 BUILD		
Z1 OXFORD WHITE			10000# GVWR PKG		
A VNYL 40/20/40			TRAILER HITCH		
S STEEL			59H HI MNT STOP LMP	NC	NC
610A PREF EQUIP PKG			SP FLT ACCT CR		(391.00)
.XL TRIM			FUEL CHARGE		19.92
.TRAILER TOW PKG			DEST AND DELIV	1195	1195.00
572 .AIR CONDITIONER	NC	NC	TOTAL BASE AND OPTIONS	32510	29754.92
.AM/FM STER/CLK			TOTAL	32510	29754.92
64A .STEEL WHLS-17"			*THIS IS NOT AN INVOICE*		
996 .6.2L EFI V8 ENG	NC	NC			
44P 6-SPD AUTOMATIC	NC	NC			
TBK .LT245 BSW AS 17					
X37 3.73 REG AXLE	NC	NC			

F1=Help F2=Return to Order F3/F12=Veh Ord Menu  
F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC04443

SPARE TIRE \$ 22614.92  
 ADD \$ 252.00 14.50 INSPECTION  
 \$ 22629.42

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Dealer: F52052

2015 F-SERIES SD

Page: 1 of 1

Order No: 9999 Priority: M2 Ord FIN: QF005 Order Type: 5B Price Level: 515  
Ord PEP: 610A Cust/Flt Name: CTY ALVIN PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
W3A F350 4X2 CREW/C	\$35740	\$32970.00	10500# GVWR PKG		
172" WHEELBASE			SPARE TIRE/WHL3	NC	NC
Z1 OXFORD WHITE			12.5K TRLR HTCH	NC	NC
A VNYL 40/20/40			59H HI MNT STOP LMP	NC	NC
S STEEL			JACK		
610A PREF EQUIP PKG			SP FLT ACCT CR		(447.00)
.XL TRIM			FUEL CHARGE		19.92
.TRAILER TOW PKG			DEST AND DELIV	1195	1195.00
572 .AIR CONDITIONER	NC	NC	TOTAL BASE AND OPTIONS	36935	33737.92
.AM/FM STER/CLK			TOTAL	36935	33737.92
996 .6.2L EFI V8 ENG	NC	NC	*THIS IS NOT AN INVOICE*		
44P 6-SPD AUTOMATIC	NC	NC			
TBK .LT245 BSW AS 17					
X37 3.73 REG AXLE	NC	NC			
JOB #1 BUILD					

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC04443

*\$ 25,420.92*  
*14.50 INSPECTION*  


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*\$ 25,435.42*

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Dealer: F52052

2015 FUSION

Page: 1 of 1

Order No: 9999 Priority: M3 Ord FIN: QF005 Order Type: 5B Price Level: 530

Ord Code: 100A Cust/Flt Name: CTY ALVIN PO Number:

RETAIL DLR INV

RETAIL DLR INV

POG FUSION S \$22400 \$20888.00

YZ OXFORD WHITE

A CLOTH SEATING

E EARTH

100A EQUIP GRP

997 .2.5L I4 IVCT NC NC

44W .6-SPD AUTO TRAN NC NC

FRT LICENSE BKT NC NC

SP FLT ACCT CR (274.00)

FUEL CHARGE 6.64

DEST AND DELIV 825 825.00

TOTAL BASE AND OPTIONS 23225 21445.64

SYNC AND SOUND DISCOUN (490) (438.00)

TOTAL 22735 21007.64

\*THIS IS NOT AN INVOICE\*

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC04443

*\$16843.64*

*23.75 INSPECTION*

*\$16867.39*

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==>

Dealer: F52052

2015 ESCAPE

Page: 1 of 1

Order No: 9999 Priority: M2 Ord FIN: QF005 Order Type: 5B Price Level: 520

Ord Code: 100A Cust/Flt Name: CTY ALVIN

PO Number:

RETAIL DLR INV

RETAIL DLR INV

UOF S FWD \$23100 \$21772.00 \*THIS IS NOT AN INVOICE\*

.105.9" WB

YZ OXFORD WHITE

7 CLOTH BUCKETS

B CHARCOAL BLACK

100A EQUIP GRP

997 .2.5L I-4 ENGINE NC NC

446 .6-SPD AUTOTRANS NC NC

TJL .235/55R17 A/S NC NC

SP FLT ACCT CR (283.00)

FUEL CHARGE 6.64

DEST AND DELIV 895 895.00

TOTAL BASE AND OPTIONS 23995 22390.64

SYNC AND SOUND DISCOUN (490) (428.00)

TOTAL 23505 21962.64

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC04443

~~18570.64~~  
 23.75 INSPECTION  


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~~18594.39~~

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Dealer: F52052

2015 TRANSIT NA

Page: 1 of 1

Order No: 9999 Priority: M3 Ord FIN: QF005 Order Type: 5B Price Level: 525

Ord Code: 301A Cust/Flt Name: CTY ALVIN

PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
X2Y TRAN 350 LR WAG	\$35900	\$33118.00	20B 9000# GVWR	NC	NC
148" WHEELBASE			425 50 STATE EMISS	NC	NC
YZ OXFORD WHITE			765 15 PASSENGER	940	801.00
V VINYL			FLEX FUEL		
K PEWTER			SP FLT ACCT CR		(461.00)
301A PREF EQUIP PKG			FUEL CHARGE		13.28
.XL TRIM			DEST AND DELIV	995	995.00
57B .MANUAL A/C	NC	NC	TOTAL BASE AND OPTIONS	37835	34466.28
99M 3.7L TIVCT V6			TOTAL	37835	34466.28
446 .6-SPD AUTO SST			*THIS IS NOT AN INVOICE*		
TC8 .235/65R16 BSW					
X73 3.73 REG X73	NC	NC			
JOB #2 ORDER					
15H HEADLINER COMPL	NC	NC			
FRT LICENSE BKT	NC	NC			

F1=Help                      F2=Return to Order                      F3/F12=Veh Ord Menu  
 F4=Submit                      F5=Add to Library

S099 - PRESS F4 TO SUBMIT QC04443

*SLIDING SIDE DOOR*

*\$ 28505.28*

*2375 / INSPECTION*

*\$ 28529.03*

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December 24, 2014

Ron Schmitz  
 City of Alvin EMS  
 Email: rschmitz@cityofalvin.com

Quote # 9100C

Mr. Schmitz,

Per your request we are quoting one (1) Frazer Type I 12' Generator Powered Module mounted on a 2015 Chevrolet C3500 6.6L gasoline chassis. For your convenience all pricing has been itemized below.

Frazer Type I 12' Generator Powered Module	\$ 82,000.00
2015 Chevrolet C3500 6.0L gasoline chassis (see chassis quote for ordering)	\$ 27,300.00
Optional items (listed below)	\$ 27,800.00
HGAC fee	\$ 1,000.00
<b>Total</b>	<b>\$ 138,100.00</b>

**Items included in above total:**

**Chassis Exterior:**

Stainless steel wheel covers	\$	incl.
Black Ranch Hand powder coated grille guard	\$	incl.
(2) Federal Signal AS124 speakers on grille guard	\$	incl.
(4) Whelen M4 series red grille & intersect LEDs	\$	incl.

**Chassis Interior:**

Custom powder coated aluminum center console (double switch panel-siren-radio plate TBD-double blank insert)	\$	incl.
Double blank insert	\$	150.00
Federal Signal Rumbler on primary siren (Federal Signal PA300)	\$	1,000.00
Federal Signal PA300 primary siren in console slot #3 in lieu of standard	\$	350.00
Federal Signal PA300 secondary siren in electrical compartment with switch on console	\$	600.00
3 high glove box holder on rear wall of chassis	\$	150.00

**Module Exterior:**

Paint module white to match chassis	\$	N/C
**Striping and lettering to match your fleet	\$	2,400.00
Chevron pattern with conspicuity on entire rear of the module including entry doors (white base w/ red translucent overlay – like Burnet)	\$	1,500.00
All clear lenses on emergency LEDs	\$	N/C
(8) Whelen M6 series red LED box lights	\$	incl.
(5) Whelen M6 series LEDs on front wall (B-R-C-R-B)	\$	incl.
(4) Whelen M6 series LEDs on rear wall (R-A-A-R)	\$	incl.
(1) Whelen M6 series LED load lights with flanges on rear of module (come ON w/ reverse)--discuss this	\$	incl.
(2) Whelen M6 series red brake/tail/turn LEDs	\$	incl.
(2) Whelen M6 series red wheel well LEDs	\$	incl.
(2) 250W side scene lights on 2 switches	\$	incl.

Cummins Onan 5.5kW commercial generator system	\$	incl.
Single 30 amp twist lock shore receptacle on front wall of module	\$	incl.
Diamond plate on front corners, wheel wells, and rear	\$	incl.
Inside/outside rear storage compartment	\$	N/C
3" taller rear storage compartment w/ vertical divider for stair chair storage and shelf from divider to front wall with I/O above	\$	350.00
Full length vertical divider w/ horizontal shelf in O2 compartment (3/16" thick) aft of O2 rollers	\$	200.00
Coax locations: (2) terminating in electrical compartment, (2) terminating under the driver's side seat in the chassis	\$	N/C
Cabinet aft of CPR seat	\$	900.00

**Module Interior:**

Impact brand suction at action wall	\$	incl.
Large acrylic holder aft of the CPR seat	\$	incl.
Small acrylic holder at the end of the action wall	\$	incl.
Powder coated aluminum cabinets	\$	incl.
Stainless countertops	\$	incl.
(8) Grote LED interior ceiling lights	\$	incl.
Lonseal "Lonfloor" vinyl flooring-sapphire	\$	incl.
Alucabond aluminum & polyethylene plastic sub-floor	\$	incl.
Double-pane entry door windows	\$	incl.
Sound deadening material in ceiling, walls, and compartment doors	\$	incl.
5 lb. ABC fire extinguisher ( <b>location to be determined</b> )	\$	N/C
Red cushions including single CPR seat	\$	N/C
Red captains chair with built-in child safety seat	\$	700.00
175-4 dual position cot mount	\$	100.00
Cot plates & cot hook for Stryker Power Pro	\$	incl.
Stryker Power PRO XT with 3 stage IV pole, Head end storage, Base storage pouch and an antler and bar	\$	16,500.00
Extra overhead grab rail	\$	225.00
Blue Akro bins – 36 small and 12 large	\$	325.00
(3) single O2 outlets w/ integrated flow meters (at action wall, above squad bench and in ceiling above patient's head) in lieu of standard	\$	350.00
Standard O2 outlet on the action wall (there will be one standard and one outlet with integrated flow meter at the action wall)	\$	incl.
Squad bench cabinet w/ Wise trim	\$	600.00
3 high "D" cylinder holder in front I/O facing rear	\$	225.00
Extra sharps container on rear wall above glove box holder	\$	75.00
Install customer provided Medix safe in front corner area below shelf	\$	125.00
Install extra 120VAC outlet for Medix safe in front corner area below shelf	\$	150.00
22 pocket acrylic organizer above the squad bench	\$	475.00
3 high glove box holder above front I/O	\$	150.00
3 high glove box holder below sharps container on rear wall (make sure it is high enough to clear feet of patient on backboard)	\$	150.00
Metal IV hangers in lieu of rubber IV hangers in standard locations	\$	50.00

**Terms and Conditions**

1. This quote is valid for 90 days.
2. All pricing is F.O.B. Houston.
3. Per TMVCC we are quoting this through our licensed franchise dealer, Knapp Chevrolet.
4. Please make your purchase order out to Knapp Chevrolet (P.O. Box 4179, Houston, TX 77210). Please email a copy of your purchase order and this quote to Bob Flanders with Knapp Chevrolet

bflanders@knappchevy.com and to Adam Fischer at sales@frazerbilt.com.

5. Please note, payment for the entire purchase is due upon receipt and acceptance of completed unit.

Thank you for the opportunity to quote this job. If you have any questions please call me at 888-372-9371.

Best Regards,

A handwritten signature in black ink that reads "Laura Richardson". The signature is written in a cursive style with a large, sweeping initial "L".

Laura Richardson  
Frazer, Ltd.

LGR:KVG



# AGENDA COMMENTARY

Discussion Date: 01/22/2015

Approval Date: 01/22/2015

Submitted By: D. Roberts

## SUBJECT:

Consider resale of trust property located at 4254 County Road 305B, described as Abstract 468, Mary V O'Donnell Tract 3D2, Tax Account 0468-0004-287, to Jose Garza, for the sum of \$14,710.00.

## DISCUSSION:

This property was subject to a Sheriff's Sale because of taxes owed against it. The Sheriff's deed was filed on April 7, 2012. Jose Garza is now offering to purchase the parcel for \$14,710.00. If this offer is approved, the amount received will be distributed to all taxing entities on a pro-rated share of what is owed. All affected governing bodies must approve this offer since it is for less than the total amount due.

## RECOMMENDATION:

The council may move to approve resale of the trust property described in Tax Account 0468-0004-287 to Jose Garza, for the sum of \$14,710.00.

## ATTACHMENTS:

- |                                       |    |
|---------------------------------------|----|
| 1. Information from County Tax Office | 4. |
| 2.                                    | 5. |
| 3.                                    | 6. |

Submitted by:

Dixie  
Roberts

Digitally signed by Dixie Roberts  
DN: cn=Dixie Roberts, o=City of  
Alvin, ou=City Clerk,  
email=droberts@cityofalvin.com,  
c=US  
Date: 2015.01.07 09:57:04  
+06'00'

Department Head

Funds Available:

Finance Director

Approved as to Form:

Bobbi J  
Kacz

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2015.01.14 16:01:01 -0600

City Attorney

Approved By:

Junru  
Roland

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.01.14 19:20:10 -0600

City Manager



## Brazoria County Tax Office

Ro'Vin Garrett, PCC  
Tax Assessor-Collector

Brazoria County  
111 E. Locust  
Angleton, Texas 77515-4682

Rec  
1/5/15

Wednesday, December 24, 2014

*City of Alvin*  
*Attention: Tommy Peebles*  
*216 West Sealy*  
*Alvin, Texas 77511*

**Re: See Attached**

Dear Sirs/Madams:

The Property Tax Resale Committee of Brazoria County has received an offer on certain property(s) held in trust.

The Resale Committee has approved the attached offers and asks that you present them to your governing body for approval.

Property tax resale data is as follows:

Tax suit number- 96T5067  
Legal description- A0468 MARY V O'DONNELL TRACT 3D2 (CALLED PT TR 28)  
U/R SD LTS 1-3 ACRES 1.136  
Court adjudged- \$28,470.00  
Total taxes due- \$16,548.77  
City of Alvin taxes due- \$0.00  
Bid/Offer- \$14,710.00

When your governing body has made their decision notify the Brazoria County Tax office with a copy of the minutes. Also, include the property Tax Account number in your reply.

If you have any questions, please contact me at 979-864-1886

Kind Regards,

A handwritten signature in black ink, appearing to read "Nicholette Reynolds".

Nicholette Reynolds

### Tax Resale Property Information

RESALE MEETING OF: December 23, 2014

**Legal Description:** A0468 MARY V O'DONNELL TRACT 3D2  
(CALLED PT TR 28) U/R SD LTS 1-3  
ACRES 1.136

**Physical Address:** 4254 COUNTY ROAD 305B

**Account Number:** 0468-0004-287

**In Trust To:** CITY OF ALVIN

**Adjudged Value:** \$28,470.00

**Minimum Bid at Sale:** \$14,709.79

**Offer:** **\$14,710.00**

**Offer made by:** JOSE GARZA

**Sheriff's Deed Filed:** 4/7/2012

**Redemption Expiration:** 10/7/2012

**Post Judgment Taxes:** \$1,227.16

**Post Judgment Years:** 2011-2012

**City weed/demo liens:** UNKNOWN

**Land Value: (Current)** \$22,410.00

**Improvement Value:(Current)** \$0.00

**Previous Owner:** **BLAZE ALLEN**

**Precinct:** 2

**School District:** ALVIN ISD

**Vote:**

	<u>AYE</u>	<u>NAY</u>
R. Garrett	X	
C. Garner	X	
Judge King	X	
M. Sebesta	X	
Civil Div. Rep.	X	

**Notes:** PBFCM representative present

BID ANALYSIS

Cause Number: 96T5067 Account Number: 0468-0004-287  
 Offer Amount: \$14,709.79 Value \$: \$22,410.00  
 Person Offering: JOSE GARZA Adjudged Value\$: \$28,470.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	1992-2010	\$2,438.02
BCED	1992-2010	\$0.00
Alvin ISD	1992-2010	\$8,383.47
BCES #3	1992-2010	\$308.39
Alvin Comm College	1992-2010	\$1,252.51
Alvin C & R #3	1992-2010	\$750.59
<b>Total</b>		<b>\$13,132.98</b>

Costs

Court Costs	\$1,108.42	Sheriff Fees	\$628.17
Publication Fees	\$186.00	Research Fees	\$175.00
Ad Litem		Recording fee's	\$24.00
	Liens		
Cost of Deed		Deed file date	
<b>Total</b>			<b>\$2,121.59</b>

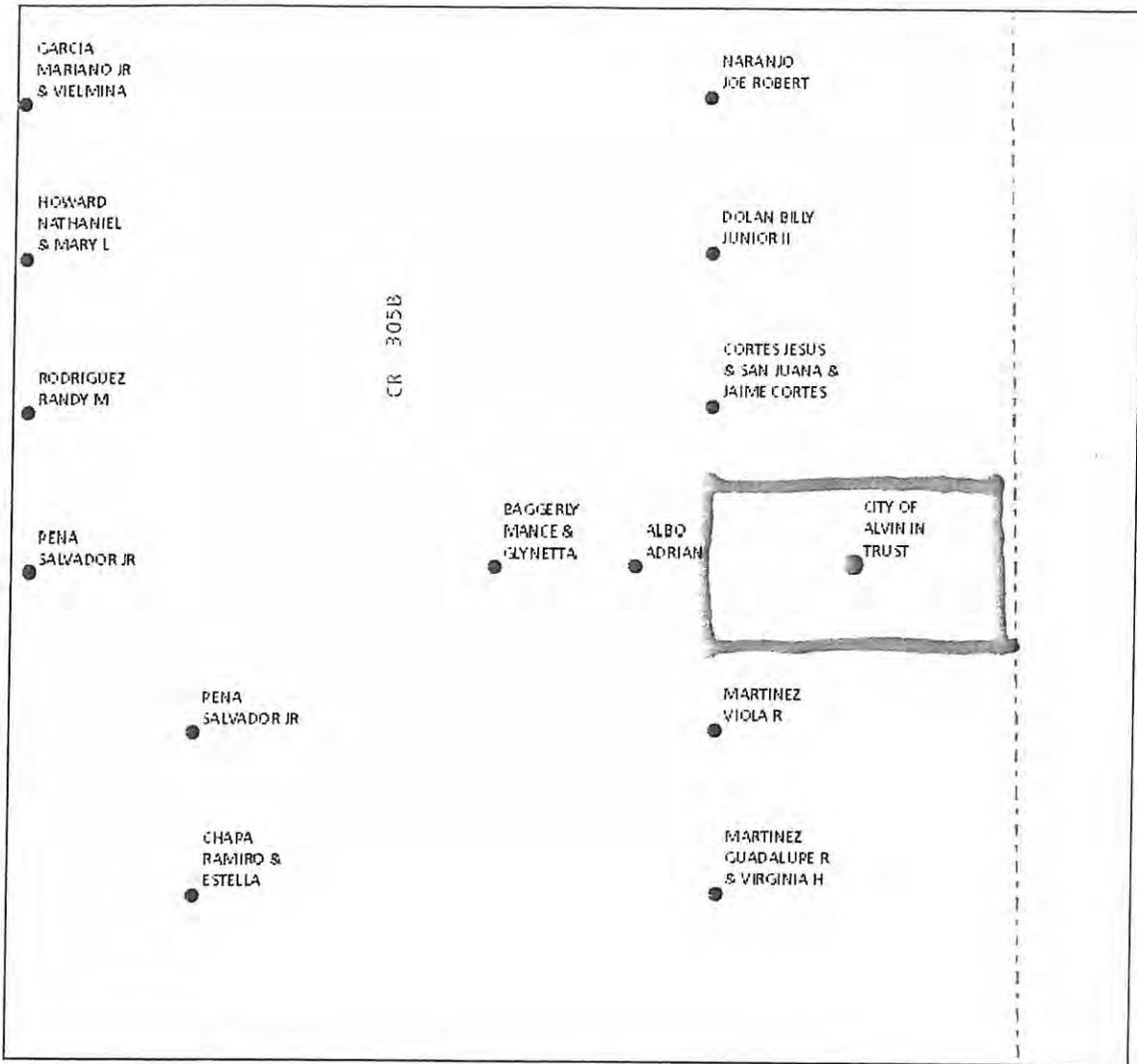
Post Judgement Information

Taxing Entity	Tax Year's	
BC	2011-2012	\$265.09
BCED	2011-2012	\$0.00
Alvin ISD	2011-2012	\$717.36
BCES #3	2011-2012	\$54.32
Alvin Comm College	2011-2012	\$106.68
Alvin C & R #3	2011-2012	\$83.71
<b>Post Judgment Total</b>		<b>\$1,227.16</b>

Proposed Distribution

Offer Amount \$14,709.79 Costs & J \$15,254.57  
 Net to Distribute \$ -\$544.78

BC	18.56%	-\$101.13
BCED	0.00%	\$0.00
Alvin ISD	63.84%	-\$347.76
BCES #3	2.35%	-\$12.79
Alvin Comm College	9.54%	-\$51.96
Alvin C & R #3	5.72%	-\$31.14
	0.00%	\$0.00



1 Property with Property ID matching "173656"

A0468 MARY V O'DONNELL TRACT 3D2 (CALLED PT TR 28) U/R SD LTS 1-3 ACRES 1.136 MH DESIGNATED AS REAL PROPERTY SN1 AL8AAH1010 HUD# HWC0087986 TITLE # 00201657

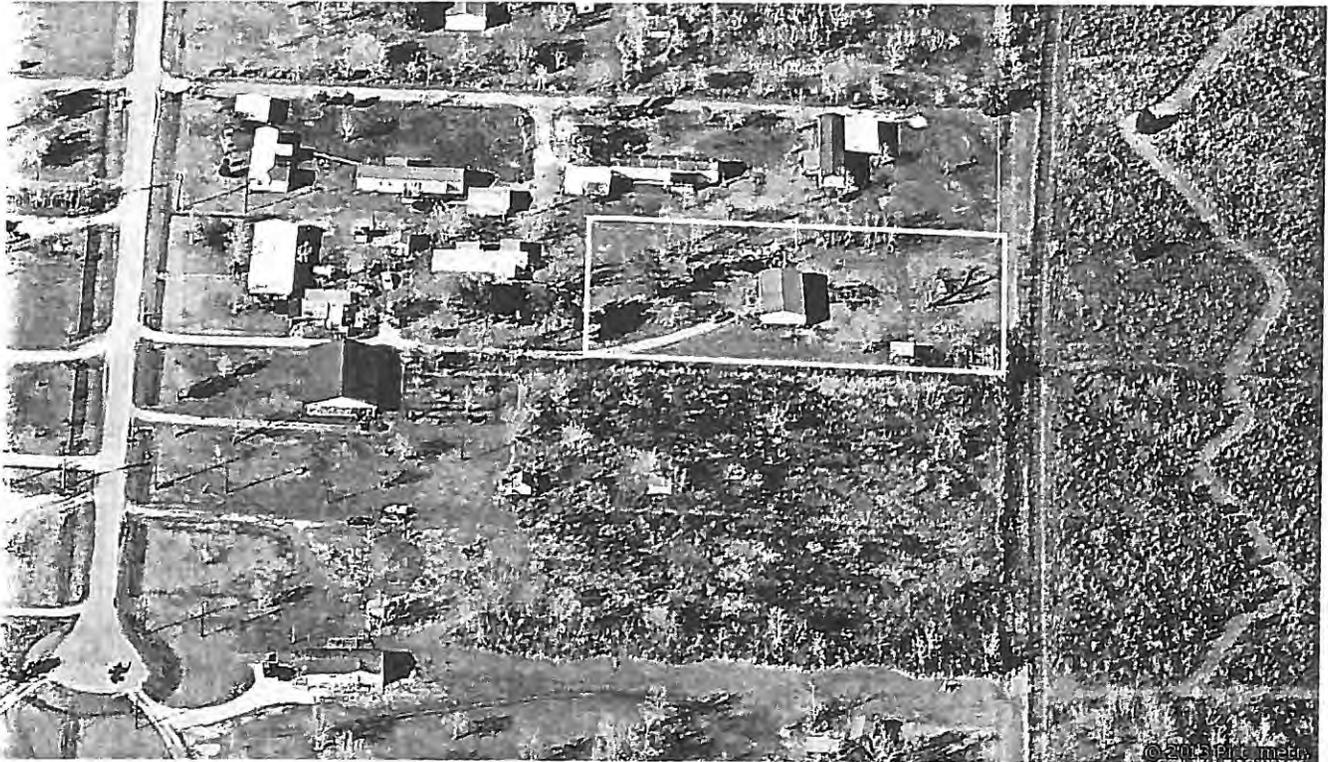
Property ID 173656

Geo ID 0468-0004-287

Owned by CITY OF ALVIN IN TRUST

Address 4254 COUNTY ROAD 305B

Full Details



**173656**

0408.0004.287

**Print Date:** 06/11/2014  
**Image Date:** 02/19/2013  
**Level:** Community



1 Property with Property ID matching "173656"

A0468 MARY V O'DONNELL TRACT 3D2 (CALLED PT TR 28) U/R SD LTS 1-3 ACRES 1.136 MH DESIGNATED AS REAL PROPERTY SN1 AL8AAH1010 HUD# HWC0087986 TITLE # 00201657

Property ID 173656

Geo ID 0468-0004-287

Owned by CITY OF ALVIN IN TRUST

Address 4254 COUNTY ROAD 305B

Full Details