

## NOTICE OF PUBLIC MEETING

BE IT KNOWN that the **City Council** of the **City of Alvin** will meet in **Public Hearing and Regular Session** on **Thursday, February 19, 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 February 5, 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**

A. A public hearing for the annexation of a 43.24, more or less, acres of land requested by Keith Mosing for property at the Frank's Casing Crew location at 3735 East Highway 6 in Brazoria County, Texas.

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-D; establishing a " No Parking" zone along the east side of Hood Street** beginning at a point 454 feet north of the north edge of South Street and extending northward a distance of 477 feet along Hood Street as depicted in Exhibit "A" attached hereto; authorizing installation of appropriate signage; providing for a penalty and publication of this ordinance; and setting forth other provisions related thereto; second reading.

B. **Consider Ordinance 15-E; establishing a "No Parking" zone along the streets comprising the entrance to the Forest Heights Subdivision** as depicted in Exhibit "A" attached hereto; authorizing installation of appropriate signage; providing for a penalty and publication of this ordinance; and setting forth other provisions related thereto; second reading.

**10. MATTERS REMOVED FROM CONSENT AGENDA****11. OTHER BUSINESS:**

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

- A. Receive and acknowledge the monthly financial report for January, 2015.
- B. Consider Resolution 15-R-07; a resolution by the City Council of the City of Alvin, Texas authorizing publication of Notice of Intention to Issue Certificates of Obligation; authorizing the preparation of the preliminary official statement and notice of sale; declaring intent to reimburse certain prior capital costs; and approving other matters incidental thereto.
- C. Receive and acknowledge the Alvin Police Department's 2014 Racial Profiling Report as required by Texas Code of Criminal Procedure, Articles 2.131 - 2.138.
- D. Consider request by the Alvin Parks and Recreation Department to designate city owned property, located between the American Legion Post 129 building (206 S. Durant) and water well #4 (300 S. Durant), designated as Easton (Alvin) Lot H-1 as the site to develop a community garden.
- E. Consider Addendum No. 11 to the Contract for Refuse Collection and Disposal Services with Progressive Waste Solutions providing for the added service of an annual collection of unbundled items in addition to the current weekly collection of bundled items and also amending the bi-annual community wide cleanup events to an annual event to be held in the Spring; and authorize the Mayor to sign.
- F. Consider Joint Election Agreement and Contract for Election Services with Joyce Hudman, County Clerk, Brazoria County, Texas for the May 9, 2015 election; and authorize Mayor to sign.
- G. Consider rescheduling the regular City Council meeting of April 2, 2015 to April 9, 2015 and the regular City Council meeting of April 16, 2015 to April 23, 2015.

**12. REPORTS FROM CITY MANAGER**

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

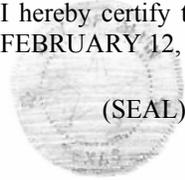
**13. REPORTS FROM COUNCIL MEMBERS**

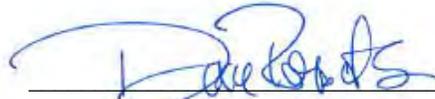
Pursuant to S.B. No. 1182, City Council Members may make a report or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

- A. Announcements and requests from Council members.

**14. ADJOURNMENT**

I hereby certify that this Public Notice was placed on the Official Bulletin Board at City Hall on THURSDAY, FEBRUARY 12, 2015 at 5:00 p.m.



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

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

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

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

*If you plan to attend this meeting and you have a disability that requires special arrangements at the meeting, please contact the City Clerk at 281-388-4255 or [droboterts@cityhall.cityofalvin.com](mailto:droboterts@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.*

**NOTICE**

**NOTICE IS HEREBY GIVEN THAT THE FOLLOWING ITEM WAS ADDED TO THE AGENDA OF THE REGULAR CITY COUNCIL MEETING TO BE HELD ON THURSDAY, FEBRUARY 19, 2015 AT 7:00 P.M. IN THE COUNCIL CHAMBERS AT CITY HALL, 216 WEST SEALY STREET:**

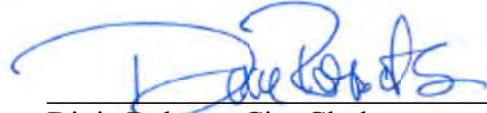
**ITEM ADDED**

**11. OTHER ITEMS**

H. Consider modification to the Chapter 380 Agreement with Tomasso's Italian Grill and Seafood Market (507 North Gordon St.) that includes an additional raised deck/stage.

I hereby certify that this Public Notice was placed on the Official Bulletin Board at City Hall on MONDAY, FEBRUARY 16, 2015 at 5:30 p.m.



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

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

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**MINUTES**  
**CITY OF ALVIN, TEXAS**  
**216 W. SEALY STREET**  
**REGULAR CITY COUNCIL MEETING**  
***THURSDAY FEBRUARY 5, 2015***  
**7:00 P.M.**

**CALL TO ORDER**

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular Session at 7:00 P.M. in the Council Chambers at City Hall, with the following members present: Mayor Paul A. Horn, Terry Droege, Mayor Pro-tem, 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**

Reverend Mike Mayhuges, First United Methodist Church gave the invocation.

**PLEDGE OF ALLEGIANCE**

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

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

**SPECIAL PRESENTATIONS**

Presentation by Tom Stansel, Chief Operations Officer of the Alvin Museum Association on the Karpeles Museum.

Mr. Tom Stansel, Chief Operations Officer of the Alvin Museum Association presented City Council with the following information:

**Disclaimer:**

The Alvin Museum Society has no affiliation with the Karpeles Manuscript Museum, We are not empowered to speak for the Karpeles; this presentation is based on the information available.

**Karpeles Manuscript Museums Background Information**

Founded in 1983 by Dr. David Karpeles, a California philanthropist, with a 501C3 nonprofit designation. He has the largest private collection of manuscripts in the world. There are over one million items worth over one billion dollars. He would like to open the only Texas branch of the Karpeles Museums in Alvin. The closest museum to our area is Shreveport, La. The director for the Alvin Museum is Mr. Steve Jones. Programs are offered to all school levels, colleges, and churches in areas where his museums are located. There are 14 of his museums across the United States; exhibits rotate every 4 months. All programs and museum admissions are free. Dr. Karpeles tries to select architecturally significant buildings to house his museums; in order to save the structures.

**Methodist Church Building**

Dr. David Karpeles purchased the old First Methodist Church building about 3 ½ Years ago. Church was built in 1925. Members purchased 36,000 bricks at \$1.00 each to finance the building. It is one of the most architecturally interesting building still standing in Alvin.

**Condition of Church when purchased**

The building was full of rubbish. 17 roll off containers were filled to empty the building. The roof was leaking, stained glass windows had many panes broken out, rot in stained glass arch, mold in basement, and

rotten sections of floor. Although the building was still structurally sound, it was in a downward spiral on its way to demolition

**Repair Summary:**

Replaced roof, repaired stained glass windows and frames, made bathrooms handicap accessible, repaired floors and walls on main floor, corrected ceiling to show full windows, mold elimination and inspection in basement, drywall, refinished floors, painted, stained etc.

**Who Benefits from the Museum:**

Citizens of Alvin, Alvin Museum Society, Merchants of Alvin, children of Alvin, AISD, ACC, churches, tourism, will draw visitors from South Texas and Louisiana, many will visit 3 times a year when the exhibits rotate.

**Summary:**

Karpeles offers many programs that would greatly benefit the Alvin area free of charge. Karpeles has worked on the old Methodist Church building for over 3 years, and has (at least temporarily) saved the building. To bring this project to completion, Karpeles has requested: to be given a list of safety items to resolve in order to temporarily open, while continuing other required repair work. In the meantime Karpeles has put the building up for sale.

Member of the community are requesting help for the Karpeles Museum in order to keep it in Alvin. The Karpeles is unique and deserves support: they are a 501C3 charity, saved the Methodist Church building, all services are free to the community, and the benefits will last for years to come. It is being requested that \$20,000 from the Hotel/Motel Tax Fund be used in order to help defray some of the expenses still required to open the museum, and to show Dr. Karpeles that Alvin wants this museum in Alvin.

Dr. Karpeles is a California philanthropist who has spent many years collecting significant documents and currently has a collection of over 1 million original manuscripts (the largest private collection in the world). He has opened over a dozen manuscript museums around the United States where his huge collection is displayed. His museums do not charge an admission fee and he has also instituted a program of taking copies of the manuscripts to local schools as a free educational tool. Alvin has been incredibly fortunate to have Dr. Karpeles select Alvin (the only site in Texas) as a site for one of his museums. He has purchased the old Methodist Church on Johnson Street and has been restoring this historic building for over 3 years but due to rising costs and building code issues, he is considering relocating elsewhere. *It is requested that the Mayor and City Council make every effort to ensure this museum locates within the city; including making available funds from the Hotel-Motel Tax Fund.*

Discussion continued on the repairs that are needed to the building.

**APPROVAL OF MINUTES**

Approve minutes of the January 22, 2015 Regular City Council meeting.

Council member Arendell moved to approve the regular City Council meeting minutes of January 22, 2015. Seconded by Council member Adame; motion to approve carried on a vote of 7 Ayes.

**PETITIONS OR REQUESTS FROM THE PUBLIC**

Brazoria County Commissioner Stacy Adams presented Alvin EMS with a check from Brazoria County provided through the 2015 Emergency Services District contract.

Ms. Kay York, 3005 Wood Fox Drive, spoke in favor of saving the Karpeles Museum building and would like to see this museum stay in the community.

Allison Wall with the Gulf Coast Center gave a brief presentation regarding the free smoking cessation program available to employees and community.

Joan Peebles, 408 Willow Pointe Drive, League City spoke in favor of keeping the Karpeles Museum in the city, because of the many benefits it will provide.

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

No reports were given.

### **PUBLIC HEARINGS**

There were no public hearings.

### **CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION**

- A. Consider approval of Alternate Judge Michael Merkel to attend state required educational training in Houston, Texas from March 15-17, 2015.
- B. Consider street closure request for the Alvin Sunrise Rotary 2015 Music Festival and BBQ Cook-off being held at Briscoe Park: Briscoe Drive (directly after the second parking lot entrance/exit of the YMCA) beginning 12:00 p.m. Thursday, March 26, 2015 and ending Sunday March 29, 2015 12:00 p.m.

Council member Droege moved to approve the items on the consent agenda. Seconded by Council member Arendell motion to approve carried on a vote of 7 Ayes.

### **MATTERS REMOVED FROM CONSENT AGENDA**

There were no items removed.

### **OTHER BUSINESS**

Presentation by city staff relating to the pending request for issuance of a temporary certificate of occupancy for the Karpeles Manuscript Library Museum at 800 W. Sidnor St.

Roy Sosa, Plans Examiner; Matt Cornell, Fire Marshal; and Mike Collins, Building Official, gave a presentation regarding the issuance of a temporary certificate of occupancy for the Karpeles Manuscript Library Museum.

The presentation detailed pictures of issues that must come into compliance in order for a temporary certificate of occupancy is issued. Pictures detailed: Handrails missing at entrance, unapproved wiring and open J box, wood covering J box, unapproved wiring and egress light not working, south exit stair door hardware issues, open south stair looking through window, west wall vent opening into ground floor, west wall brick opening into ground floor, west window boarded up and broken glass, west window broken and frame deteriorated, west wall water and gas utilities, water service needs new hose bib, vacuum breaker and insulation, west window missing glass, missing downspout eroding mortar, north wall electrical disconnect, north wall above electrical disconnect, light not attached to back box and wired with extension cord, electric meter on the north wall, electric meter, east wall improperly wired egress light, east wall improper landing at exit door, rusted lintel above exit door causing cracks in brick and brick rail above, west wall windows, exit sign without emergency lighting and battery backup, furnace, ground floor kitchen area, ground floor kitchen partition wall, ground floor kitchen wall, ground floor north wall no support, ground floor exposed electrical, south wall exit door, exposed electrical outlets, stairwell exposed electrical, storage room exposed electrical, window in the stairwell needs safety glass, non-compliant handrail and guardrail, third

floor exposed ceiling and electrical, third floor exposed ceiling, second floor ceiling exposed electrical, second floor ceiling electrical violation, third floor exposed ceiling.

The presentation listed information relating to the Fire Marshal's Letter to Mr. Karpeles dated 1/26/15 that lists the items that must be completed prior to a Temporary Certificate of Occupancy: fire alarm system, one hour enclosure of the interior egress stairs. Also in the presentation it is noted that the Building Officials letter dated 1/27 listed items that must be addressed prior to a temporary Certificate of Occupancy: updated permit application including total value of construction, detailed construction documents in compliance with the 2009 International existing Building Code, complete electrical plan with load analysis, mechanical plans, licensed contractors to complete all electrical, plumbing, and mechanical work, provide a building evaluation by a registered design professional, building plans must show detail for stair compliance for all guardrails, handrails, head room heights, stair risers, as well as, stair enclosure for fire separation, plans must reflect the intended use of each area of the building, building plans must show ADA access to the building from the parking lot to the second floor entry. Must resubmit plans to architectural barriers with existing registration number.

Discussion continued.

Council members indicated that they were in support of the museum; but felt that safety of the building was of huge concern. The building in its current state is not up to code; and is a safety hazard.

Discussion was had on the ability to use the Hotel Motel Tax fund monies for this project.

Council member Droege's absence noted from 8:24 p.m. to 8:28 p.m.

Julie Siggers, Director of Alvin Visitors Bureau stated that hotel occupancy funds are governed by state law; those laws are written by the Texas Hotel Lodging Association. The purpose of the law is to make sure that funds that are being spent increase hotel activity. This project wouldn't qualify for the use of HOT funds under tourism, but more than likely would qualify under the historical preservation or restoration, if the city had this program in place. The tax law says that the Council is responsible for setting the guidelines for historical preservation/restoration within their city. Before expenditures can be spent out of the HOT funds; Council will have to set the guidelines and parameters for historical preservation/restoration within the City of Alvin.

Consider the appropriation of \$20,000.00 from the Hotel Occupancy Tax Fund to the Karpeles Museum for the purpose of promoting tourism; contingent upon completion of the museum building located at 800 W. Sidnor Street based on the City's issuance of a Certificate of Occupancy.

*Mayor Horn requests council's consideration to authorize and appropriate funds from the Hotel Occupancy Tax Fund to the Karpeles Museum for the purpose of promoting tourism in the City of Alvin according to Chapter 351 of the Texas Tax Code. These funds will be appropriated and released to Karpeles Museum only after the Karpeles Museum has met the City's code requirements resulting in a certificate of occupancy.*

Council member Arendell moved to approve the appropriation of \$20,000.00 to the Karpeles Museum from the Hotel Motel Tax Fund after the Karpeles Museum has met the City's code requirements, and receipt of a City issued certificate of occupancy. Seconded by Council member Reed; motion to approve carried on a vote of 7 Ayes.

Consider the Agreement with Brazoria County for funding through the Brazoria County Community Development Block Grant (CDBG) Program in the amount of \$273,000.00 for park improvements; and authorize the Mayor to sign.

*City of Alvin will receive CDBG funds totaling \$235,000, in addition Commissioner Stacey Adams allocated an additional \$26,000 and Judge Joe King allocated \$12,000 making the total CDBG contribution \$273,000. 100% of the funds will be directed to park improvements in the following parks: **Ruben Adame** - \$41,000 - new picnic tables, playground equipment, and b-ball court. **National Oak Park** - \$155,000 - design/build freestanding restroom; **Prairie Dog Park** - \$15,000 - new playground equipment; **Talmadge Park** - \$20,000 - new picnic tables & picnic pavilion; **Sealy Park** - \$6,000 - new drinking fountain with doggie bowl attachment; **Pearson Park** - \$36,000 - new drinking fountain & playground equipment; \*\$4,548.19 has already been spent on grant administration costs.*

Dan Kelinske presented this information before Council.

Mayor Horn acknowledged and thanked Brazoria County Commissioner Adams and the Commissioners Court for their assistance in securing this funding.

Commissioner Adams thanked the city for their cooperation.

Council member Reed moved to approve the agreement with Brazoria County for funding through the Brazoria County Community Development Block Grant (CDBG) Program in the amount of \$273,000.00 for park improvements; and authorize the Mayor to sign. Seconded by Council member Droege; motion to approve carried on a vote of 7 Ayes.

Hear concerns from Mr. Chris Hartman regarding the parking of 18 wheelers on the property located at 1900 Rosharon Road.

Chris Hartman, 1995 Troon, expressed his concerns before City Council in relation to the parking of 18 wheelers at 1900 Rosharon Road. He stated that the said location was an approximate 15 to 20 acres, with a few heads of grazing cattle. The owners currently have an agricultural exemption on this piece of property. There are vehicles and 18 wheelers going in and out of the property at all times of the day and night; an RV and junked vehicles are parked onsite. Mr. Hartman asked Council to consider the revision of Chapter 5 of the Code of Ordinances prohibiting the parking of the 18 wheelers within the pasture.

Kacey Roman, Code Compliance Supervisor stated that Code Enforcement is aware of the situation and they working to rectify the violations noted. She suggested the implementation of a hard surface parking ordinance to address the parking of the 18 wheelers onsite. Council asked that a draft revision of the ordinance be brought back for consideration.

Discuss concerns regarding code violations within the city.

Council member Thompson asked Code Enforcement to look into the appliance store located along SH35. He stated that appliances are being placed out on top of the right of way past the sidewalk.

Council member Adame stated that there appears to be a junked vehicle that has been parked on Cedar Lawn Drive for several weeks. It is hindering the ability of the street sweeper to come through and sweep debris. He also stated that there appears to be a number of high school students parking their cars along Durant Street between Stadium and Cedar Lawn in front of the duplexes. It appears that they are parking there and walking to school. Ms. Roman suggested the placement of a no parking zone in that area Monday through Friday during school hours.

Council member Richards stated that the trailer park ordinance says that all trailer parks should be paved; he noticed that there is a trailer park on Phillips Street that needs to be paved. He also

stated that along SH6 by the Public Services Facility building (on the right hand side) there is a body shop with several junked vehicles parked. There also is a business down from the animal shelter that has had an old truck parked in the parking lot for several months. He asked Code Enforcement to look into these concerns.

Council member Droege stated that there is a business along the corridor that has put up a chain link fence/gate. He asked Code Enforcement to look into this.

Consider request from Progressive Waste to change the weekly pickup day from Wednesday to Monday for the area bounded by West House Street to the north, Davis Bend Road to the west, Callaway Drive to the east and Owen Street / Hicklin Street to the south, including the cul-de-sacs off Owen Street.

*Endeavoring to balance routes and better serve residents during normal working hours, Progressive Waste is requesting approval to change the weekly pickup day from Wednesday to Monday for the area bounded by West House Street to the north, Davis Bend Road to the west, Callaway Drive to the east and Owen Street/Hicklin Street to the south, including the cul-de-sacs off Owen Street.*

Mike Wilson with Progressive Waste stated that Progressive is requesting this change because the Wednesday routes are currently overbooked. They are asking permission to transfer a portion of the Wednesday routes to the Monday route. Progressive will hang door hangers on the homes of those that will be affected by this change. They will also place notification yard signs at the entry and exit points of affected neighborhoods.

Council member Stuksa moved to approve the request from Progressive Waste to change the weekly pickup day from Wednesday to Monday for the area bounded by West House Street to the north, Davis Bend Road to the west, Callaway Drive to the east and Owen Street / Hicklin Street to the south, including the cul-de-sacs off Owen Street. Seconded by Council member Thompson; motion to approve carried on a vote of 7 Ayes.

Consider authorizing the City Attorney to draft an Addendum to the contract with Progressive stating the change in terms of the contract for a citywide collection of unbundled items with Progressive's bulk truck for services above and beyond the current weekly collection.

*The current contract with Progressive Waste provides for collection of up to 6 yards of debris per week collected via normal trash collection but requires customers to tie and bundle the material. Progressive Waste is willing to offer a citywide collection of unbundled items using their bulk truck in addition to the weekly bundled collection. There would be no additional charges or fees to the city or the residents; however, the "unbundled" collection service is provided once a year for all residents with a defined period of approximately five weeks for the entire city, generally starting the week after Spring break. Residents will be required to contact Progressive to schedule this service. In exchange for this service, Progressive Waste is requesting that the City forgo one of the semi-annual clean ups held at the College --preferably the Fall citywide cleanup.*

Mike Wilson with Progressive Waste presented this request before Council.

This addendum to the contract would do away with the Fall clean-up at the college.

Council member Thompson and Council member Stuksa thanked Progressive Waste for their recent improvement of service to the citizens of Alvin.

Council member Droege's absence notated from 9:15 p.m. to 9:18 p.m.

Council member Reed moved to authorize the City Attorney to draft an Addendum to the contract with Progressive Waste stating the change in terms of the contract for a citywide collection of unbundled items with Progressive's bulk truck for services above and beyond the current weekly collection. Seconded by Council member Thompson; motion to approve carried on a vote of 7 Ayes.

Consider a variance request submitted by Lonnie Cole requesting Council to temporarily allow two (2) residences on a single lot and waive the prohibition of two (2) single family dwellings on a single lot, parcel or tract pursuant to Sec 21-8 Offenses (A) in order to allow Mr. Cole to construct a new home on the same lot as his existing home (920 CR CR 737A; AKA Newton Drive).

*On 1/12/2015, staff received a request for a variance to Sec 21-8 Offenses (A). It shall be unlawful to construct two (2) single family dwellings on a single lot, parcel or tract of land for the property located at 920 County Road 737A (AKA Newton Drive); submitted by Lonnie Cole. Mr. Cole is currently residing in the existing home at this location and wishes to construct a new home. The City's ordinance does not allow for two residential homes to exist on the same lot. Therefore, Mr. Cole is requesting this variance with the promise to demolish the existing home within 60 days after completion of his new home. A demolition permit must be obtained for the existing house before the certificate of occupancy can be issued for the new home. If approving, Council shall prescribe the conditions it deems necessary or desirable to the public interest; such as the certificate of occupancy will not be issued until the older home is demolished.*

Roy Sosa, Plans Examiner presented this information before Council.

Council member Adame moved to approve the variance request with the stipulation that upon completion of the new home that a demo permit shall be obtained prior to a temporary occupancy permit being issued by the City and that demo be completed prior to issuance of the final Certificate of Occupancy. Seconded by Council member Droege; motion to approve carried on a vote of 7 Ayes.

Consider Ordinance 15-D; establishing a "No Parking" zone along the east side of Hood Street beginning at a point 454 feet north of the north edge of South Street and extending northward a distance of 477 feet along Hood Street as depicted in Exhibit "A" attached hereto; authorizing installation of appropriate signage; providing for a penalty and publication of this ordinance; and setting forth other provisions related thereto; first reading.

*Ordinance 15-D establishes a "No Parking" zone along the east side of Hood Street in front of the Alvin Police Department property and authorizes the posting of appropriate signage. This ordinance is being proposed due to concerns from Councilman Arendell and the Alvin Police Department.*

Council member Arendell moved to approve Ordinance 15-D; establishing a "No Parking" zone along the east side of Hood Street beginning at a point 454 feet north of the north edge of South Street and extending northward a distance of 477 feet along Hood Street as depicted in Exhibit "A" attached hereto; authorizing installation of appropriate signage; providing for a penalty and publication of this ordinance; and setting forth other provisions related thereto on first reading. Seconded by Council member Stuksa; motion to approve carried on a vote of 7 Ayes.

Consider Ordinance 15-E; establishing a "No Parking" zone along the streets comprising the entrance to the Forest Heights Subdivision as depicted in Exhibit "A" attached hereto; authorizing installation of appropriate signage; providing for a penalty and publication of this ordinance; and setting forth other provisions related thereto; first reading.

*Ordinance 15-E establishes a "No Parking" zone along both sides of Forest Heights Street from its intersection with Heights Road to its intersection with Barras Street / Allison Street, along both sides of Barras Street beginning at the centerline of Forest Heights Street and extending east along the centerline of Barras Street a distance of 105 feet, and along both sides of Allison Street beginning at the centerline of Forest Heights Street and extending west along the*

*centerline of Allison Street a distance of 110 feet. This ordinance is being proposed due to complaints from residents in the Forest Heights Subdivision. The residents stated that parents waiting to pick up their children from Hood Case Elementary frequently park along the entrance*

Council member Adame moved to approve Ordinance 15-E; establishing a "No Parking" zone along the streets comprising the entrance to the Forest Heights Subdivision as depicted in Exhibit "A" attached hereto; authorizing installation of appropriate signage; providing for a penalty and publication of this ordinance; and setting forth other provisions related thereto on first reading. Seconded by Council member Arendell; motion to approve carried on a vote of 7 Ayes.

Consider Resolution 15-R-05 supporting the proposed countywide joint elections and the implementation and use of voting centers within Brazoria County.

*This resolution is being requested by the Brazoria County Clerk's office. Resolutions from municipalities within Brazoria County will be submitted along with the application to the Secretary of State's Office requesting permission to use Voting Centers on Election Day. Early Voting has been conducted in this manner for several years now. Various public hearings have been held throughout Brazoria County to inform voters of the proposed change with no opposition.*

Council member Droege moved to approve Resolution 15-R-05 supporting the proposed countywide joint elections and the implementation and use of voting centers within Brazoria County. Seconded by Council member Thompson; motion to approve carried on a vote of 7 Ayes.

Consider Resolution 15-R-06 establishing the procedure for the May 9, 2015 General Election in Alvin Texas and providing for related matters thereto.

*This is the resolution calling the general election and providing for the joint election. The General Election is for the purpose of electing a member from Council District B, Council District C, and At Large Position 1; for a term of three (3) years.*

Council member Arendell moved to approve Resolution 15-R-06 establishing the procedure for the May 9, 2015 General Election in Alvin Texas and providing for related matters thereto. Seconded by Council member Droege; motion to approve carried on a vote of 7 Ayes.

Accept the resignation of Marilyn Thomas from the Senior Citizens Board; and consider the appointment of a new member to the Senior Citizens Board.

*The only applicant on file that wishes to serve on the Seniors Board that has not been appointed is Darrell W. Brady. Darrell Brady Information: Retired a resident of Alvin for 46 years; enjoys all of the programs at the Seniors Center. Served on the Board of Directors Alvin Girls Softball, and VP of Actions. This board is comprised of seven (7) members and appointed by the mayor subject to the approval of the council by a majority vote. Vacancies on the board shall be filled according to the same procedure. Members of the senior citizens board shall be appointed for a term of two (2) years.*

Council member Reed moved to accept the resignation of Marilyn Thomas from the Senior Citizens Board; and appointed Darrell Brady to serve on the Senior Citizens Board. Seconded by Council member Adame; motion to approve carried on a vote of 7 Ayes.

Update and discussion regarding the parking space orientation along the 100-200 blocks of Sealy Street.

*Council member Stuksa asked for an update on the parking issue along the 100-200 blocks of Sealy Street.*

Staff suggested the implementation of parallel parking in this area. Discussion was had on various ideas had for improved parking in this area.

Council member Droege moved to discuss this item in the workshop session scheduled for Tuesday, February 10, 2015. Seconded by Council member Richards; motion to approve carried on a vote of 7 Ayes.

### **REPORTS FROM CITY MANAGER**

Review preliminary list of items for the Council meeting of February 19, 2015.

Mr. Roland reviewed the preliminary list for the February 19, 2015 City Council meeting.

#### Announcements/Items of Community Interest

Mr. Roland reported that TxDOT will begin work on the Old Galveston Road Bridge beginning February 11, 2015. Construction will last approximately 6 months.

### **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 reported that the recent Shot Show he attended was very positive. He would like to discuss this item in a workshop and would like an update from staff regarding the status and progress of this project.

Council member Arendell asked staff to get Council information regarding the repair of Steele Road; it is in need of repair.

### **ADJOURNMENT**

Council member Arendell moved to adjourn the meeting at 9:51 p.m. Seconded by Council member Thompson motion to adjourn carried on a vote of 7 Ayes.

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

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

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



# AGENDA COMMENTARY

Discussion Date: 02/19/2015

Approval Date: 02/19/2015

Submitted By: D. Roberts

## SUBJECT:

A public hearing for the annexation of 43.24, more or less, acres of land requested by Keith Mosing for property at the Frank's Casing Crew location at 3735 East Highway 6 in Brazoria County, Texas.

## DISCUSSION:

Keith Mosing, Sole Manager of Mosing Land & Cattle Co. of Texas, L.L.C. has petitioned the City to annex 43.24 acres of his property at 3735 East Highway 6 that is contiguous with his property already within the City limits where the original Frank's Casing Crew structure is located. Mr. Mosing recently expanded his business onto his adjoining property and desires the new structure also be inside the city limits of Alvin.

This is the first of two required public hearings. The final public hearing is scheduled for Feb. 26, 2015.

## RECOMMENDATION:

Public hearing for public comment regarding this annexation - no council action.

## ATTACHMENTS:

- |                                     |    |
|-------------------------------------|----|
| 1. Resolution 15-R-01 with Exhibits | 4. |
| 2. Annexation Schedule              | 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: 2015.02.12 08:32:34  
-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: 2015.02.12 11:23:37 -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: 2015.02.12 13:22:16 -06'00'

City Manager



# AGENDA COMMENTARY

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

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

**Submitted By:** Bobbi J. Kacz

## **SUBJECT:**

---

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.

## **DISCUSSION:**

---

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.

## **RECOMMENDATION:**

---

Move to approve Resolution 15-R-01 accepting the petition for annexation submitted by Keith Mosing and approving an annexation schedule to include public hearings on Feb. 19 and Feb. 26.

## **ATTACHMENTS:**

---

- |                               |    |
|-------------------------------|----|
| 1. Res. 15-R-01 with Exhibits | 4. |
| 2. Annexation Schedule        | 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: 2014.12.29 20:45:59  
-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: 2014.12.29 20:46:13 -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 15:39:01 -06'00'

**City Manager**

**RESOLUTION NO. 15-R-01**

**A RESOLUTION OF THE CITY OF ALVIN, TEXAS, ACCEPTING THE PETITION 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; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the owner, (the “Petitioner”) of a 43.24 acre tract of land located within Brazoria County, Texas, shown and more particularly described in **Exhibit “A”**, attached hereto and incorporated for all purposes, has petitioned the City of Alvin, Texas, (herein the “City”), a home-rule City, for annexation of said property into the City limits. The “Petition”, is attached hereto as **Exhibit “B”** and incorporated for all purposes;

**WHEREAS**, the subject property is contiguous and adjacent to the corporate limits of the City and the owners have made application for annexation;

**WHEREAS**, after review and consideration of such petition for annexation, the City Council finds that the property is exempt from the City’s annexation plan pursuant to § 43.052 (h)(2) of the *Local Government Code*; and,

**WHEREAS**, the petitioner has agreed and consented to the annexation of the subject property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

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

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

**Section 2. Proceedings.** The petition for annexation of all portions of the following property not previously annexed into the City and the draft services plan attached to the petition, submitted by Petitioner, are hereby accepted:

All that certain tract or parcel of land being 43.24 acres, more or less, located in the I. & G. N. R. R. Co. Survey, Section 26, Abstract 619 in Brazoria County, Texas, and being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

Two public hearings are set for the dates of February 19, 2015, and February 26, 2015. Notice of such hearings shall be posted and the hearings shall be open to the public to accept public comment on the annexation request.

**Section 3. Severability.** Should any section or part of this Resolution 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 Resolution are declared to be severable.

**Section 4. Open Meetings.** It is hereby officially found and determined that the meeting at which this Resolution 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** this the \_\_\_\_ day of \_\_\_\_\_, 2015.

**ATTEST:**

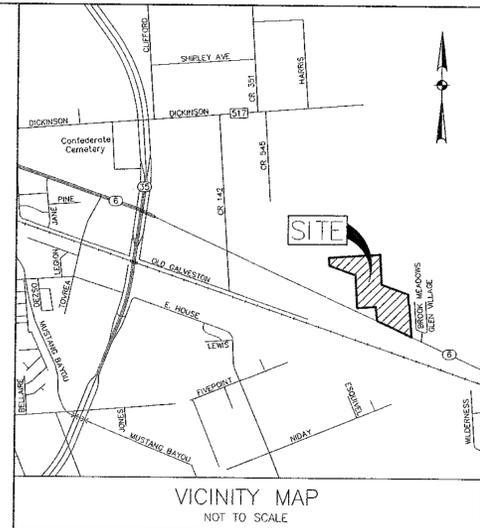
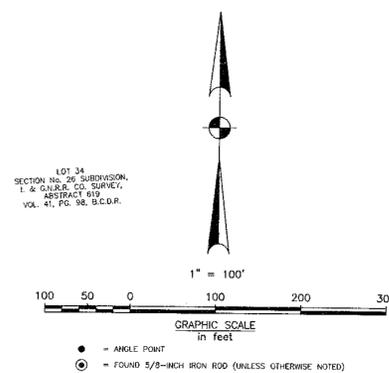
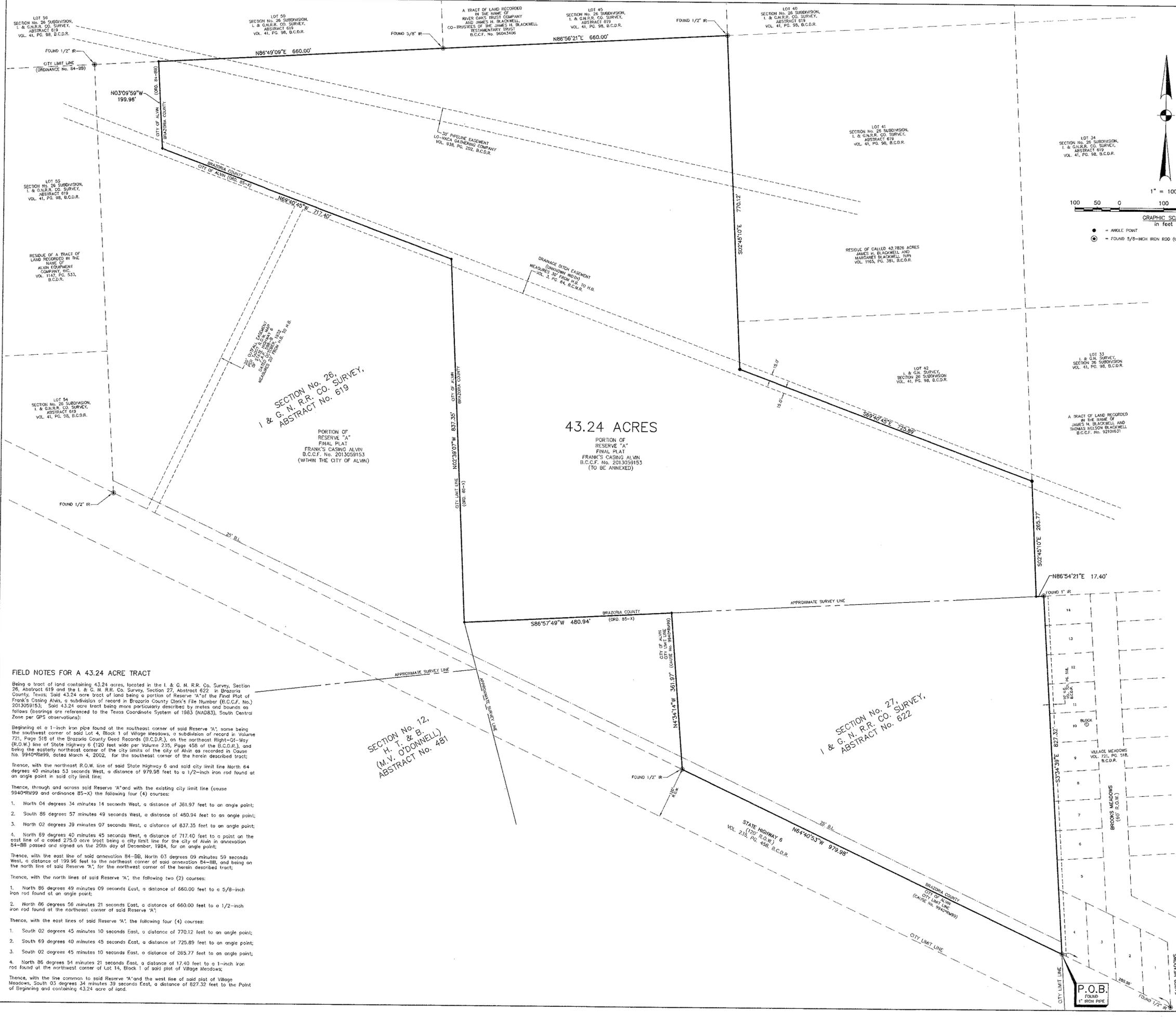
**THE CITY OF ALVIN, TEXAS**

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

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

**Exhibit "A"**

**PROPERTY DESCRIPTIONS**



43.24 ACRES

SECTION No. 26,  
I & G. N. R. R. CO. SURVEY,  
ABSTRACT No. 619

PORTION OF  
RESERVE "A"  
FINAL PLAT  
FRANK'S CASINO ALVIN  
B.C.C.F. No. 2013059153  
(WITHIN THE CITY OF ALVIN)

PORTION OF  
RESERVE "A"  
FINAL PLAT  
FRANK'S CASINO ALVIN  
B.C.C.F. No. 2013059153  
(TO BE ANNEXED)

**FIELD NOTES FOR A 43.24 ACRE TRACT**

Being a tract of land containing 43.24 acres, located in the I. & G. N. R. R. Co. Survey, Section 26, Abstract 619 and the I. & G. N. R. R. Co. Survey, Section 27, Abstract 622, in Brazoria County, Texas. Said 43.24 acre tract of land being a portion of Reserve "A" of the Final Plat of Frank's Casino Alvin, a subdivision of record in Brazoria County Clerk's File Number (B.C.C.F. No.) 2013059153. Said 43.24 acre tract being more particularly described by metes and bounds as follows (bearings are referenced to the Texas Coordinate System of 1983 (NAD83), South Central Zone per GPS observations):

Beginning at a 1-inch iron pipe found at the southeast corner of said Reserve "A", same being the southwest corner of said Lot 4, Block 1 of Village Meadows, a subdivision of record in Volume 721, Page 518 of the Brazoria County Deed Records (B.C.D.R.), on the northeast Right-of-Way (R.O.W.) line of State Highway 6 (120 feet wide per Volume 235, Page 498 of the B.C.D.R.), and being the easterly northeast corner of the city limits of the city of Alvin as recorded in Cause No. 9940RM99, dated March 4, 2002, for the southeast corner of the herein described tract;

Thence, with the northeast R.O.W. line of said State Highway 6 and said city limit line North 64 degrees 40 minutes 53 seconds West, a distance of 979.98 feet to a 1/2-inch iron rod found at an angle point in said city limit line;

Thence, through and across said Reserve "A" and with the existing city limit line (cause 9840RM99 and ordinance 85-x) the following four (4) courses:

1. North 04 degrees 34 minutes 14 seconds West, a distance of 361.97 feet to an angle point;
2. South 85 degrees 57 minutes 49 seconds West, a distance of 480.94 feet to an angle point;
3. North 02 degrees 39 minutes 07 seconds West, a distance of 837.35 feet to an angle point;
4. North 69 degrees 40 minutes 45 seconds West, a distance of 717.40 feet to a point on the east line of a coiled 275.0 acre tract being a city limit line for the city of Alvin in annexation 84-88 passed and signed on the 20th day of December, 1984, for an angle point;

Thence, with the east line of said annexation 84-88, North 03 degrees 09 minutes 59 seconds West, a distance of 199.96 feet to the northeast corner of said annexation 84-88, and being on the north line of said Reserve "A", for the northeast corner of the herein described tract;

Thence, with the north lines of said Reserve "A", the following two (2) courses:

1. North 86 degrees 49 minutes 09 seconds East, a distance of 660.00 feet to a 5/8-inch iron rod found at an angle point;
2. North 86 degrees 56 minutes 21 seconds East, a distance of 660.00 feet to a 1/2-inch iron rod found at the northeast corner of said Reserve "A";

Thence, with the east lines of said Reserve "A", the following four (4) courses:

1. South 02 degrees 45 minutes 10 seconds East, a distance of 770.12 feet to an angle point;
2. South 69 degrees 40 minutes 45 seconds East, a distance of 725.89 feet to an angle point;
3. South 02 degrees 45 minutes 10 seconds East, a distance of 265.77 feet to an angle point;
4. North 86 degrees 54 minutes 21 seconds East, a distance of 17.40 feet to a 1-inch iron rod found at the northwest corner of Lot 14, Block 1 of said plot of Village Meadows;

Thence, with the line common to said Reserve "A" and the west line of said plot of Village Meadows, South 03 degrees 34 minutes 39 seconds East, a distance of 627.32 feet to the Point of Beginning and containing 43.24 acre of land.

SECTION No. 12,  
H. T. & B.  
(M.V. O'DONWELL)  
ABSTRACT No. 481

SECTION No. 27,  
I & G. N. R. R. CO. SURVEY,  
ABSTRACT No. 622

- NOTES:
1. THIS DOCUMENT WAS PREPARED UNDER 221A0663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.
  2. BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.
  3. POB INDICATES POINT OF BEGINNING  
B.C.C.F. No. INDICATES FORT BEND COUNTY CLERK'S FILE NUMBER  
B.C.D.R. INDICATES FORT BEND COUNTY DEED RECORDS  
B.C.P.R. INDICATES FORT BEND COUNTY PLAT RECORDS  
B.C.M.U.D. INDICATES FORT BEND COUNTY MUNICIPAL UTILITIES DISTRICT
  4. A METES AND BOUNDS DESCRIPTION OF THE SUBJECT TRACTS HAS BEEN PREPARED BY MILLER SURVEY GROUP AND ACCOMPANIES THIS EXHIBIT.

DATED THIS THE 27TH DAY OF FEBRUARY, 2014

*Brian E. Wilson*  
BRIAN E. WILSON  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION No. 5745



REVISED: 2/27/2014 - REVISED BOUNDARY

**CITY OF ALVIN  
ANNEXATION EXHIBIT  
43.24 ACRES**

LOCATED IN  
SECTION No. 26, I & G.N.R.R. CO. SURVEY,  
ABSTRACT No. 619  
BRAZORIA COUNTY, TEXAS.

**MILLER SURVEY GROUP**  
www.millersurvey.com  
1760 WEST SAM HOUSTON PARKWAY NORTH • HOUSTON, TEXAS 77043  
PHONE 713-413-1900 • FAX 713-413-1944  
TEXAS FIRM REGISTRATION NO. 10047100

JOB NO.: 2463-ANNEX-REV1	SCALE: 1" = 100'	DATE: 12/19/2013	FIELD BOOK: N/A
DWG. NO.: 2463-ANNEX-REV1.DWG	DRAWN BY: BJN	CHECKED BY: BEW	MSB No.: 131446

County: Brazoria  
Project: Frank's Casing Annexation  
M.S.G. No.: 131446-R  
Job Number: 2463-Annex

### FIELD NOTES FOR A 43.24 ACRE TRACT

Being a tract of land containing 43.24 acres, located in the I. & G. N. R.R. Co. Survey, Section 26, Abstract 619 and the I. & G. N. R.R. Co. Survey, Section 27, Abstract 622 in Brazoria County, Texas; Said 43.24 acre tract of land being a portion of Reserve "A" of the Final Plat of Frank's Casing Alvin, a subdivision of record in Brazoria County Clerk's File Number (B.C.C.F. No.) 2013059153; Said 43.24 acre tract being more particularly described by metes and bounds as follows (bearings are referenced to the Texas Coordinate System of 1983 (NAD83), South Central Zone per GPS observations):

**Beginning** at a 1-inch iron pipe found at the southeast corner of said Reserve "A", same being the southwest corner of said Lot 4, Block 1 of Village Meadows, a subdivision of record in Volume 721, Page 518 of the Brazoria County Deed Records (B.C.D.R.), on the northeast Right-Of-Way (R.O.W.) line of State Highway 6 (120 feet wide per Volume 235, Page 458 of the B.C.D.R.), and being the easterly northeast corner of the city limits of the city of Alvin as recorded in Cause No. 9940\*RM99, dated March 4, 2002, for the southeast corner of the herein described tract;

Thence, with the northeast R.O.W. line of said State Highway 6 and said city limit line North 64 degrees 40 minutes 53 seconds West, a distance of 979.98 feet to a 1/2-inch iron rod found at an angle point in said city limit line;

Thence, through and across said Reserve "A" and with the existing city limit line (cause 9940\*RM99 and ordinance 85-X) the following four (4) courses:

1. North 04 degrees 34 minutes 14 seconds West, a distance of 361.97 feet to an angle point;
2. South 86 degrees 57 minutes 49 seconds West, a distance of 480.94 feet to an angle point;
3. North 02 degrees 39 minutes 07 seconds West, a distance of 837.35 feet to an angle point;

4. North 69 degrees 40 minutes 45 seconds West, a distance of 717.40 feet to a point on the east line of a called 275.0 acre tract being a city limit line for the city of Alvin in annexation 84-BB passed and signed on the 20<sup>th</sup> day of December, 1984, for an angle point;

Thence, with the east line of said annexation 84-BB, North 03 degrees 09 minutes 59 seconds West, a distance of 199.96 feet to the northeast corner of said annexation 84-BB, and being on the north line of said Reserve "A", for the northwest corner of the herein described tract;

Thence, with the north lines of said Reserve "A", the following two (2) courses:

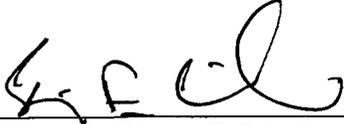
1. North 86 degrees 49 minutes 09 seconds East, a distance of 660.00 feet to a 5/8-inch iron rod found at an angle point;
2. North 86 degrees 56 minutes 21 seconds East, a distance of 660.00 feet to a 1/2-inch iron rod found at the northeast corner of said Reserve "A";

Thence, with the east lines of said Reserve "A", the following four (4) courses:

1. South 02 degrees 45 minutes 10 seconds East, a distance of 770.12 feet to an angle point;
2. South 69 degrees 40 minutes 45 seconds East, a distance of 725.89 feet to an angle point;
3. South 02 degrees 45 minutes 10 seconds East, a distance of 265.77 feet to an angle point;
4. North 86 degrees 54 minutes 21 seconds East, a distance of 17.40 feet to a 1-inch iron rod found at the northwest corner of Lot 14, Block 1 of said plat of Village Meadows;

Thence, with the line common to said Reserve "A" and the west line of said plat of Village Meadows, South 03 degrees 34 minutes 39 seconds East, a distance of 827.32 feet to the **Point of Beginning** and containing 43.24 acre of land.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



Brian E. Wilson, R.P.L.S.  
Texas Registration No. 5745



MILLER SURVEY GROUP  
Ph: (713) 413-1900  
February 27, 2014  
M&B No. 131446-R  
Tx Reg. No. 10047100

# EXHIBIT B

## Petition for Annexation

**FRANK'S INTERNATIONAL**

10260 Westheimer, Suite 700

Houston, TX 77042

(281) 966-7300

(800) 827-6020



December 4, 2014

**Via FedEx 7720 9039 6516**

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

**RE: Revised Annexation Petition for Frank's Casing Alvin**

Ms. Segovia,

Please see enclosed revised Annexation Petition for Frank's Casing Alvin.

Please do not hesitate to contact us should you have any questions or if any further information is needed.

Regards,

A handwritten signature in blue ink that reads "Sue Ellen Hill". The signature is written in a cursive style.

Sue Ellen Hill  
Legal Assistant

STATE OF TEXAS

§  
§  
§

COUNTY OF BRAZORIA

**REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF ALVIN  
FOR ANNEXATION OF PROPERTY**

WHEREAS, the undersigned is the owner of a certain tract of property located within Brazoria County, Texas, such property more particularly described hereinafter by true and correct legal description (referred to herein as the “subject property”);

WHEREAS, the undersigned has sought the annexation of the subject property by the City of Alvin, Texas, (hereinafter sometimes referred to as “City”), in order to obtain the benefits of City services to the subject property by the City;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City;

WHEREAS, the City, pursuant to §43.021, *Tex. Loc. Gov’t. Code* and the request of the property owner, is authorized to annex the subject property; and,

WHEREAS, the undersigned agrees and consents to the annexation of the subject property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW THEREFORE, the undersigned by this Petition and Request:

**SECTION ONE:** Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Alvin, Texas, of all portions of the subject property not previously annexed into the City and further described as follows,:

All that certain tract or parcel of land being 43.24 acres, more or less, located in the I. & G. N. R. R. Co. Survey, Section 26, Abstract 619 in Brazoria County, Texas, and being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

**SECTION TWO:** Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services as set forth in the municipal services plan.

**SECTION THREE:** Acknowledges and represents having received, read and understood the attached “draft” Service Plan, attached hereto as Exhibit “B”, (proposed to be applicable to and adopted for the subject property) and that such “draft” Service Plan is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and preparation of a final Municipal Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

**SECTION FOUR:** Acknowledges that the undersigned understands and agrees that all city services to the subject property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Municipal Service Plan.

**SECTION FIVE:** Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Alvin and in the real property records of Brazoria County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the subject property.

**FILED**, this 2nd day of December 2014, with the City Clerk of the City of Alvin, Brazoria County, Texas.

**Petitioner: Mosing Land & Cattle Co. of Texas, L.L.C.**

By: *Keith Mosing*  
Keith Mosing, Sole Manager

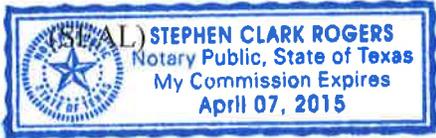
**Mosing Ventures, LLC**

By: *Keith Mosing*  
Keith Mosing, President

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 Keith Mosing, Sole Manager of Mosing Land & Cattle Company of Texas, L.L.C. and President of Mosing Ventures, LLC and Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

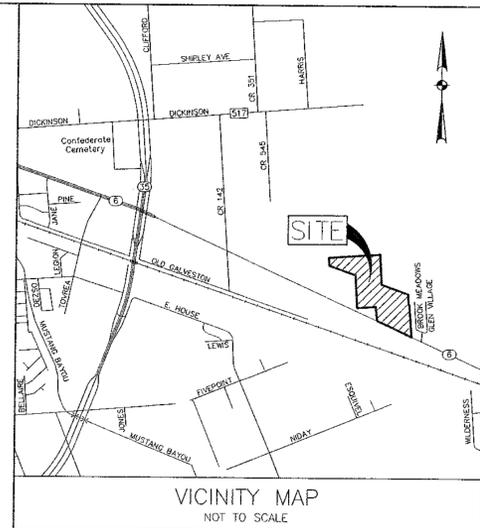
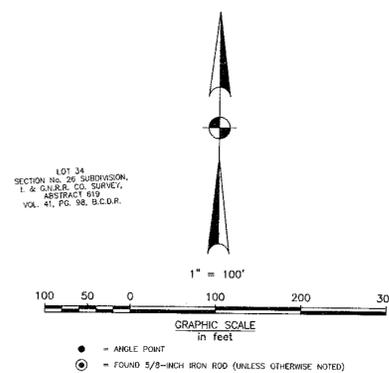
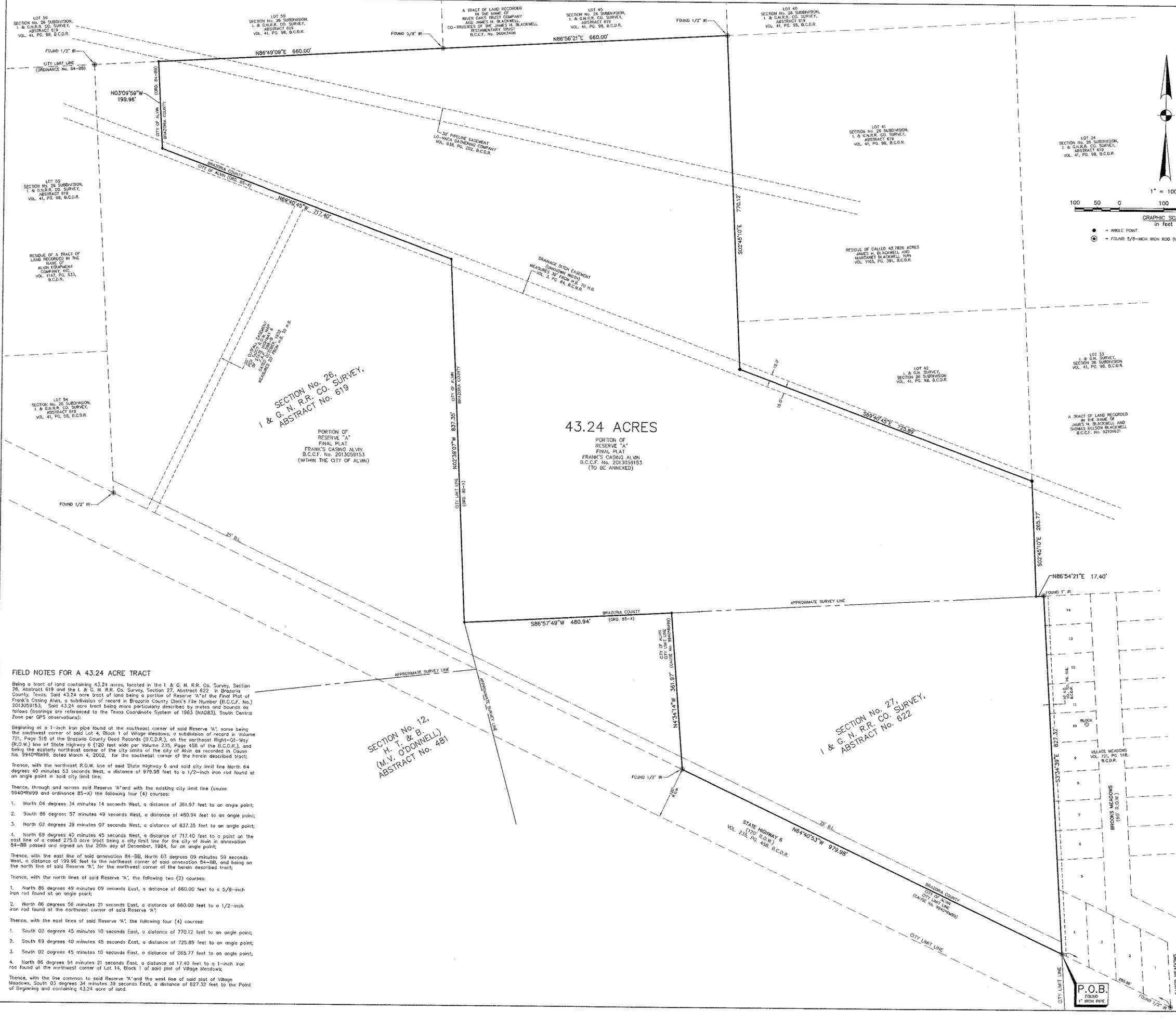
**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this 2nd day of December 2014.



*Stephen Clark Rogers*  
Notary Public - State of Texas

# **Exhibit “A”**

## **DESCRIPTION OF THE SUBJECT PROPERTY**



43.24 ACRES

SECTION No. 26,  
I & G. N. R. R. CO. SURVEY,  
ABSTRACT No. 619

SECTION No. 27,  
I & G. N. R. R. CO. SURVEY,  
ABSTRACT No. 622

**FIELD NOTES FOR A 43.24 ACRE TRACT**

Being a tract of land containing 43.24 acres, located in the I. & G. N. R. R. Co. Survey, Section 26, Abstract 619 and the I. & G. N. R. R. Co. Survey, Section 27, Abstract 622, in Brazoria County, Texas. Said 43.24 acre tract of land being a portion of Reserve "A" of the Final Plat of Frank's Casing Alvin, a subdivision of record in Brazoria County Clerk's File Number (B.C.C.F. No.) 2013059153. Said 43.24 acre tract being more particularly described by metes and bounds as follows (bearings are referenced to the Texas Coordinate System of 1983 (NAD83), South Central Zone per GPS observations):

Beginning at a 1-inch iron pipe found at the southeast corner of said Reserve "A", same being the southwest corner of said Lot 4, Block 1 of Village Meadows, a subdivision of record in Volume 721, Page 518 of the Brazoria County Deed Records (B.C.D.R.), on the northeast Right-of-Way (R.O.W.) line of State Highway 6 (120 feet wide per Volume 235, Page 498 of the B.C.D.R.), and being the easterly northeast corner of the city limits of the city of Alvin as recorded in Cause No. 9940RM99, dated March 4, 2002, for the southeast corner of the herein described tract;

Thence, with the northeast R.O.W. line of said State Highway 6 and said city limit line North 64 degrees 40 minutes 53 seconds West, a distance of 979.98 feet to a 1/2-inch iron rod found at an angle point in said city limit line;

Thence, through and across said Reserve "A" and with the existing city limit line (cause 9840RM99 and ordinance 85-x) the following four (4) courses:

1. North 04 degrees 34 minutes 14 seconds West, a distance of 361.97 feet to an angle point;
2. South 85 degrees 57 minutes 49 seconds West, a distance of 480.94 feet to an angle point;
3. North 02 degrees 39 minutes 07 seconds West, a distance of 837.35 feet to an angle point;
4. North 69 degrees 40 minutes 45 seconds West, a distance of 717.40 feet to a point on the east line of a coiled 275.0 acre tract being a city limit line for the city of Alvin in annexation 84-88 passed and signed on the 20th day of December, 1984, for an angle point;

Thence, with the east line of said annexation 84-88, North 03 degrees 09 minutes 59 seconds West, a distance of 199.96 feet to the northeast corner of said annexation 84-88, and being on the north line of said Reserve "A", for the northeast corner of the herein described tract;

Thence, with the north lines of said Reserve "A", the following two (2) courses:

1. North 86 degrees 49 minutes 09 seconds East, a distance of 660.00 feet to a 5/8-inch iron rod found at an angle point;
2. North 86 degrees 56 minutes 21 seconds East, a distance of 660.00 feet to a 1/2-inch iron rod found at the northeast corner of said Reserve "A";

Thence, with the east lines of said Reserve "A", the following four (4) courses:

1. South 02 degrees 45 minutes 10 seconds East, a distance of 770.12 feet to an angle point;
2. South 69 degrees 40 minutes 45 seconds East, a distance of 725.89 feet to an angle point;
3. South 02 degrees 45 minutes 10 seconds East, a distance of 265.77 feet to an angle point;
4. North 86 degrees 54 minutes 21 seconds East, a distance of 17.40 feet to a 1-inch iron rod found at the northwest corner of Lot 14, Block 1 of said plot of Village Meadows;

Thence, with the line common to said Reserve "A" and the west line of said plot of Village Meadows, South 03 degrees 34 minutes 39 seconds East, a distance of 827.32 feet to the Point of Beginning and containing 43.24 acre of land.

- NOTES:
1. THIS DOCUMENT WAS PREPARED UNDER 221A0663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.
  2. BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.
  3. POB INDICATES POINT OF BEGINNING  
B.C.C.F. No. INDICATES FORT BEND COUNTY CLERK'S FILE NUMBER  
B.C.D.R. INDICATES FORT BEND COUNTY DEED RECORDS  
B.C.P.R. INDICATES FORT BEND COUNTY PLAT RECORDS  
B.C.M.U.D. INDICATES FORT BEND COUNTY MUNICIPAL UTILITIES DISTRICT
  4. A METES AND BOUNDS DESCRIPTION OF THE SUBJECT TRACTS HAS BEEN PREPARED BY MILLER SURVEY GROUP AND ACCOMPANIES THIS EXHIBIT.

DATED THIS THE 27TH DAY OF FEBRUARY, 2014

*Brian E. Wilson*  
BRIAN E. WILSON  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION No. 5745



REVISED: 2/27/2014 - REVISED BOUNDARY

**CITY OF ALVIN  
ANNEXATION EXHIBIT  
43.24 ACRES**

LOCATED IN  
SECTION No. 26, I & G.N.R.R. CO. SURVEY,  
ABSTRACT No. 619  
BRAZORIA COUNTY, TEXAS.

**MILLER SURVEY GROUP**  
www.millersurvey.com  
1760 WEST SAM HOUSTON PARKWAY NORTH • HOUSTON, TEXAS 77043  
PHONE 713-413-1900 • FAX 713-413-1944  
TEXAS FIRM REGISTRATION NO. 10047100

JOB NO.: 2463-ANNEX-REV1 SCALE: 1" = 100' DATE: 12/19/2013 FIELD BOOK: N/A  
DWG. NO.: 2463-ANNEX-REV1.DWG DRAWN BY: BJN CHECKED BY: BEW M&B No.: 131446

County: Brazoria  
Project: Frank's Casing Annexation  
M.S.G. No.: 131446-R  
Job Number: 2463-Annex

### FIELD NOTES FOR A 43.24 ACRE TRACT

Being a tract of land containing 43.24 acres, located in the I. & G. N. R.R. Co. Survey, Section 26, Abstract 619 and the I. & G. N. R.R. Co. Survey, Section 27, Abstract 622 in Brazoria County, Texas; Said 43.24 acre tract of land being a portion of Reserve "A" of the Final Plat of Frank's Casing Alvin, a subdivision of record in Brazoria County Clerk's File Number (B.C.C.F. No.) 2013059153; Said 43.24 acre tract being more particularly described by metes and bounds as follows (bearings are referenced to the Texas Coordinate System of 1983 (NAD83), South Central Zone per GPS observations):

**Beginning** at a 1-inch iron pipe found at the southeast corner of said Reserve "A", same being the southwest corner of said Lot 4, Block 1 of Village Meadows, a subdivision of record in Volume 721, Page 518 of the Brazoria County Deed Records (B.C.D.R.), on the northeast Right-Of-Way (R.O.W.) line of State Highway 6 (120 feet wide per Volume 235, Page 458 of the B.C.D.R.), and being the easterly northeast corner of the city limits of the city of Alvin as recorded in Cause No. 9940\*RM99, dated March 4, 2002, for the southeast corner of the herein described tract;

Thence, with the northeast R.O.W. line of said State Highway 6 and said city limit line North 64 degrees 40 minutes 53 seconds West, a distance of 979.98 feet to a 1/2-inch iron rod found at an angle point in said city limit line;

Thence, through and across said Reserve "A" and with the existing city limit line (cause 9940\*RM99 and ordinance 85-X) the following four (4) courses:

1. North 04 degrees 34 minutes 14 seconds West, a distance of 361.97 feet to an angle point;
2. South 86 degrees 57 minutes 49 seconds West, a distance of 480.94 feet to an angle point;
3. North 02 degrees 39 minutes 07 seconds West, a distance of 837.35 feet to an angle point;

4. North 69 degrees 40 minutes 45 seconds West, a distance of 717.40 feet to a point on the east line of a called 275.0 acre tract being a city limit line for the city of Alvin in annexation 84-BB passed and signed on the 20<sup>th</sup> day of December, 1984, for an angle point;

Thence, with the east line of said annexation 84-BB, North 03 degrees 09 minutes 59 seconds West, a distance of 199.96 feet to the northeast corner of said annexation 84-BB, and being on the north line of said Reserve "A", for the northwest corner of the herein described tract;

Thence, with the north lines of said Reserve "A", the following two (2) courses:

1. North 86 degrees 49 minutes 09 seconds East, a distance of 660.00 feet to a 5/8-inch iron rod found at an angle point;
2. North 86 degrees 56 minutes 21 seconds East, a distance of 660.00 feet to a 1/2-inch iron rod found at the northeast corner of said Reserve "A";

Thence, with the east lines of said Reserve "A", the following four (4) courses:

1. South 02 degrees 45 minutes 10 seconds East, a distance of 770.12 feet to an angle point;
2. South 69 degrees 40 minutes 45 seconds East, a distance of 725.89 feet to an angle point;
3. South 02 degrees 45 minutes 10 seconds East, a distance of 265.77 feet to an angle point;
4. North 86 degrees 54 minutes 21 seconds East, a distance of 17.40 feet to a 1-inch iron rod found at the northwest corner of Lot 14, Block 1 of said plat of Village Meadows;

Thence, with the line common to said Reserve "A" and the west line of said plat of Village Meadows, South 03 degrees 34 minutes 39 seconds East, a distance of 827.32 feet to the **Point of Beginning** and containing 43.24 acre of land.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



Brian E. Wilson, R.P.L.S.  
Texas Registration No. 5745



MILLER SURVEY GROUP  
Ph: (713) 413-1900  
February 27, 2014  
M&B No. 131446-R  
Tx Reg. No. 10047100

## **Exhibit “B”**

### **MUNICIPAL SERVICES PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF ALVIN**

**WHEREAS**, the City of Alvin, Texas (the “City”) intends to institute annexation proceedings for a tract of land described more fully hereinafter (referred to herein as the “subject property”);

**WHEREAS**, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

**WHEREAS**, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

**WHEREAS**, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

**WHEREAS**, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject property into the City;

**NOW, THEREFORE**, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD and the volunteer fire department.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the regulatory jurisdiction of the City shall be extended to include the annexed area, and all property therein shall be subject to the City's police power regulations as set forth in state law and duly adopted ordinances.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the

annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property's owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subject property, or applicable portions thereof, by the utility holding a wastewater CCN for the subject property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject property's owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject property as required in City ordinances. Upon acceptance of the wastewater lines within the subject property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other

traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

- (A) As provided in C(i)(A)&(B) above;
- (B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;
- (C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and
- (D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

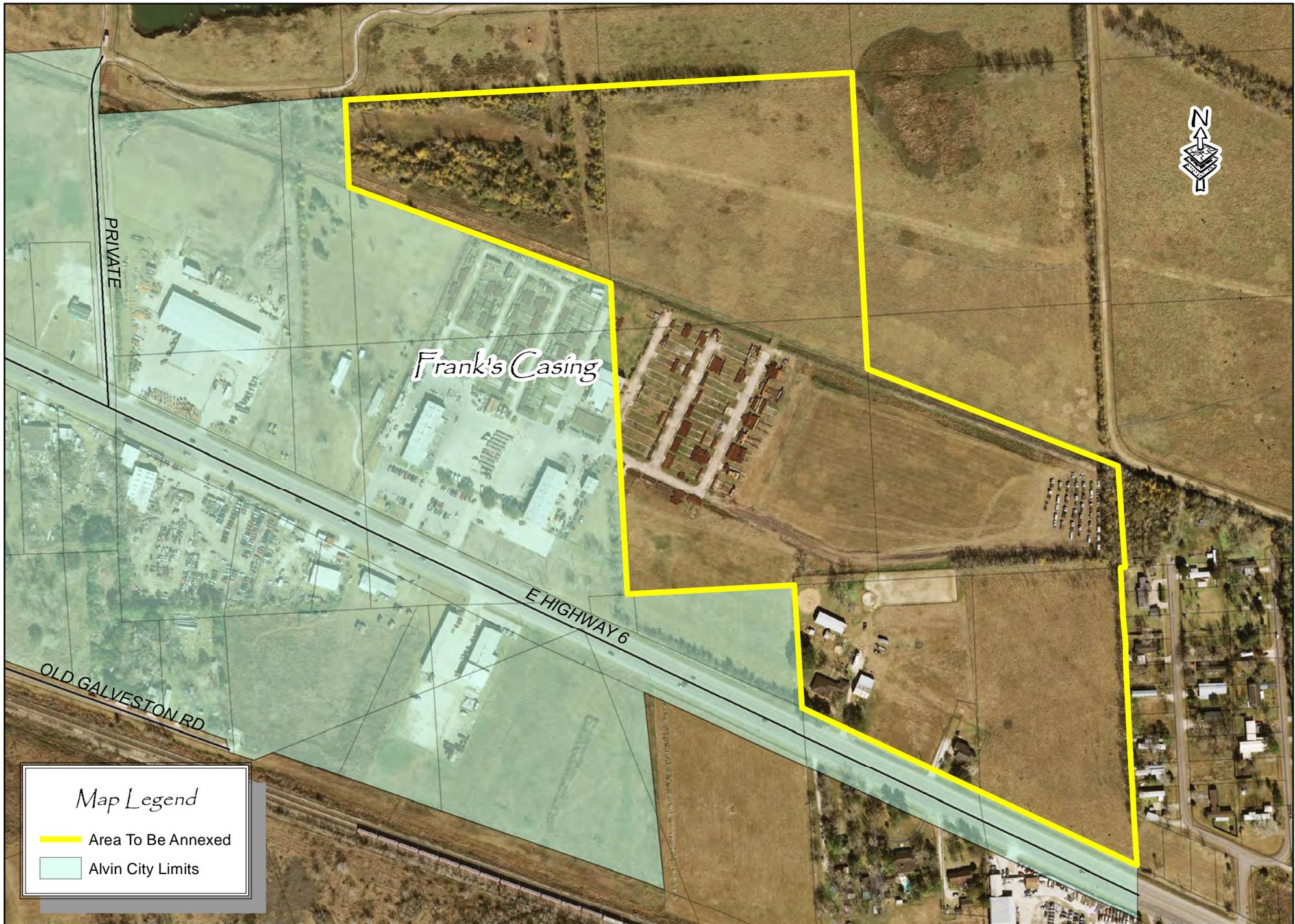
(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

**SCHEDULE FOR VOLUNTARY ANNEXATION  
FRANK'S CASING +/- 43.24 ACRES**

<b>DATE</b>	<b>ACTION/EVENT</b>	<b>LEGAL AUTHORITY</b>
January 8, 2015	<b>COUNCIL BY WRITTEN RESOLUTION</b> Directs notification to land owners; and sets two (2) Public Hearings <b>February 19, 2015 and February 26, 2015</b> ; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
<b>By January 19, 2015</b>	<b>NOTICE TO</b> property owners & utility providers	Loc. Gov't Code § 43.062(a)
<b>February 1<sup>st</sup> – 7<sup>th</sup>, 2015</b> Publish notice of First Public Hearing and send school district notice	<b>NEWSPAPER NOTICES RE: FIRST AND SECOND PUBLIC HEARINGS</b> ; (If applicable, certified Notice to Railroad). <b>POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE</b>	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c).
<b>February 8<sup>th</sup> – 14<sup>th</sup>, 2015</b> Publish notice of Second Public Hearings	<b>SCHOOL DISTRICT NOTICE</b> (notify each school district of possible impact w/in the period prescribed for publishing the notice of the <b>First</b> Public Hearing.)	Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	<b>LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS</b> (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
<b>February 19, 2015*</b>	<b>1st PUBLIC HEARING AND PRESENT SERVICE PLAN</b> (Not more than 40 days before the 1st reading of ordinance) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
<b>February 26, 2015*</b>	<b>2nd PUBLIC HEARING AND PRESENT SERVICE PLAN</b> (At least 20 days before 1st reading of ordinance.) <i>SPECIAL CALLED MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date <b>March 19, 2015*</b>	<b>FIRST READING OF ORDINANCE</b> <i>REGULAR MEETING</i>	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
April 2, 2015; Or at a special called meeting after the 1st First Reading	<b>SECOND-FINAL READING OF ORDINANCE</b> <i>REGULAR MEETING</i>	Not more than 90 days after 1 <sup>st</sup> reading of Ordinance § 43.064.
<b>Within 30 days of Second Reading</b>	<b>CITY SENDS COPY OF MAP</b> showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	<b>CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:</b>  1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	

\*Dates in **BOLD** are **MANDATORY** dates to follow this schedule. Please advise if deviation.



*Map Legend*

-  Area To Be Annexed
-  Alvin City Limits

# Frank's Casing Annexation



# AGENDA COMMENTARY

**Discussion Date:** 2/19/15

**Approval Date:** 2/19/15

**Submitted By:** Michelle H. Segovia

## SUBJECT:

Consider Ordinance 15-D; establishing a " No Parking" zone along the east side of Hood Street beginning at a point 454 feet north of the north edge of South Street and extending northward a distance of 477 feet along Hood Street as depicted in Exhibit "A" attached hereto; authorizing installation of appropriate signage; providing for a penalty and publication of this ordinance; and setting forth other provisions related thereto.- 2nd Reading.

## DISCUSSION:

Ordinance 15-D establishes a "No Parking" zone along the east side of Hood Street in front of the Alvin Police Department property and authorizes the posting of appropriate signage. This ordinance is being proposed due to concerns from Councilman Arendell and the Alvin Police Department.

## RECOMMENDATION:

Move to approve Ordinance 15-D and authorize the appropriate signage be installed.

## ATTACHMENTS:

- |  |    |
|--|----|
| 1. Ord. 15-D                               | 4. |
| 2. Exhibit "A"- Map of the No Parking Zone | 5. |
| 3.   | 6. |

**Submitted by:**  
**Michelle Segovia**  
Department Head

Digitally signed by Michelle Segovia  
DN: cn=Michelle Segovia, o=City of Alvin,  
ou=Engineering,  
email=msegovia@cityofalvin.com, c=US  
Date: 2015.01.15 11:28:30 -0600

**Funds Available:**  
**Bobbi J Kacz**  
Finance Director

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2015.01.29 13:56:29 -0600

**Approved as to Form:**  
**Junru Roland**  
City Attorney

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.01.29 14:58:27 -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: 2015.01.29 14:58:27 -0600

**ORDINANCE NO. 15-D**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS ESTABLISHING A “NO PARKING” ZONE ALONG A PORTION OF THE EAST SIDE OF HOOD STREET IN FRONT OF THE ALVIN POLICE DEPARTMENT PROPERTY AS DEPICTED IN EXHIBIT “A”;**  
**AUTHORIZING INSTALLATION OF APPROPRIATE SIGNAGE;**  
**PROVIDING FOR A PENALTY AND PUBLICATION; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.**

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

**Section 1.** That there is hereby established a “No Parking” zone along the east side of Hood Street beginning at a point 454 feet north of the north edge of South Street and extending northward along Hood Street a distance of 477 feet as depicted in Exhibit “A” attached hereto and made a part hereof.

**Section 2. Authority to Erect Signs.** The City Manager of the City of Alvin, Texas or his designee, after the effective date of this ordinance, shall cause to be erected signs designating the “No Parking” zone, as required by the Texas Manual on Uniform Traffic Control Devices along the east side of Hood Street beginning at a point 454 feet north of the north edge of South Street and extending northward a distance of 477 feet along Hood Street reflecting the “No Parking” area established herein.

**Section 3. Penalty Provision.** Any person violating the parking restriction established by this Ordinance, upon conviction, shall be punished by a fine in accordance with the general penalty section 1-5 of the Code of Ordinances.

**Section 4. Publication.** The City Clerk of the City of Alvin is hereby directed to publish this Ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by the *City of Alvin Charter*.

**Section 5. 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 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 Horn, Mayor

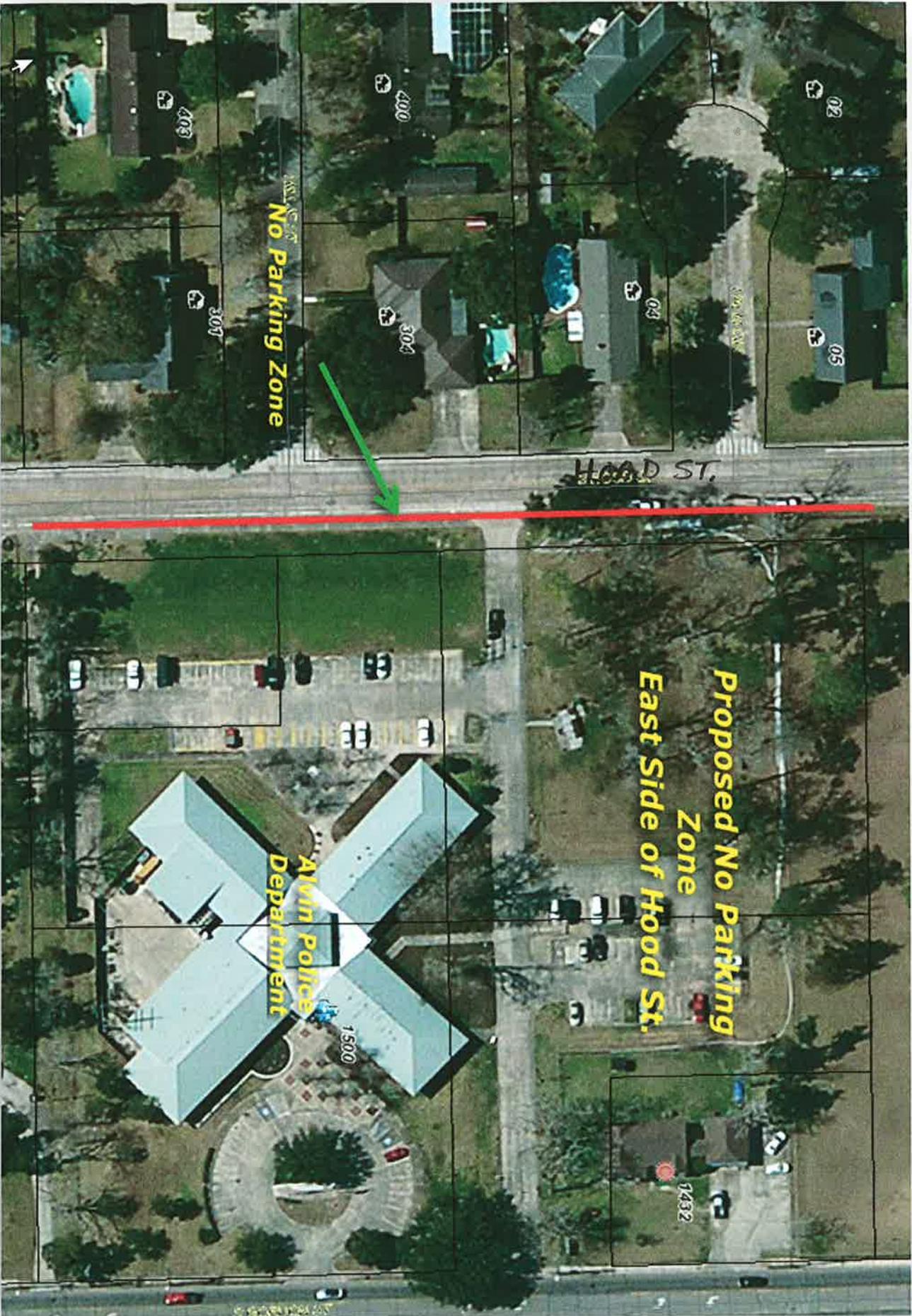


EXHIBIT "A"



# AGENDA COMMENTARY

**Discussion Date:** 02/19/2015

**Approval Date:** 02/19/2015

**Submitted By:** Michelle H. Segovia

## **SUBJECT:**

---

Consider Ordinance 15-E; establishing a "No Parking" zone along the streets comprising the entrance to the Forest Heights Subdivision as depicted in Exhibit "A" attached hereto; authorizing installation of appropriate signage; providing for a penalty and publication of this ordinance; and setting forth other provisions related thereto. - 2nd Reading

## **DISCUSSION:**

---

Ordinance 15-E establishes a "No Parking" zone along both sides of Forest Heights Street from its intersection with Heights Road to its intersection with Barras Street / Allison Street, along both sides of Barras Street beginning at the centerline of Forest Heights Street and extending east along the centerline of Barras Street a distance of 105 feet, and along both sides of Allison Street beginning at the centerline of Forest Heights Street and extending west along the centerline of Allison Street a distance of 110 feet.

This ordinance is being proposed due to complaints from residents in the Forest Heights Subdivision. The residents stated that parents waiting to pickup their children from Hood Case Elementary frequently park along the entrance roads of the subdivision making it difficult for them to enter and exit the subdivision.

## **RECOMMENDATION:**

---

Move to approve Ordinance 15-E and authorize appropriate signage be installed.

## **ATTACHMENTS:**

---

- |  |    |
|--|----|
| 1. Ord. 15-E                               | 4. |
| 2. Exhibit "A"- Map of the No Parking Zone | 5. |
| 3.   | 6. |

**Submitted by:**  
**Michelle Segovia**  
Department Head

Digitally signed by Michelle Segovia  
DN: cn=Michelle Segovia, o=City of Alvin,  
ou=Engineering,  
email=msegovia@cityofalvin.com, c=US  
Date: 2015.01.15 13:38:47 -0600

**Funds Available:**  
**Bobbi J Kacz**  
Finance Director

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2015.01.29 14:01:56 -0600

**Approved as to Form:**  
**Bobbi J Kacz**  
City Attorney

**Approved By:**  
**Junru Roland**  
City Manager

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.01.29 14:59:27 -0600

**ORDINANCE NO. 15-E**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS ESTABLISHING A “NO PARKING” ZONE ALONG THE STREETS COMPRISING THE ENTRANCE TO THE FOREST HEIGHTS SUBDIVISION AS DEPICTED IN EXHIBIT “A”; AUTHORIZING INSTALLATION OF APPROPRIATE SIGNAGE; PROVIDING FOR A PENALTY AND PUBLICATION; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.**

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

**Section 1.** That there is hereby established a “No Parking” zone along both sides of Forest Heights Street from its intersection with Heights Road to its intersection with Barras Street / Allison Street, along both sides of Barras Street beginning at the centerline of Forest Heights Street and extending east along the centerline of Barras Street a distance of 105 feet, and along both sides of Allison Street beginning at the centerline of Forest Heights Street and extending west along the centerline of Allison Street a distance of 110 feet as depicted in Exhibit “A” attached hereto and made a part hereof.

**Section 2. Authority to Erect Signs.** The City Manager of the City of Alvin, Texas or his designee, after the effective date of this ordinance, shall cause to be erected signs designating the “No Parking” zone, as required by the Texas Manual on Uniform Traffic Control Devices along the areas established herein.

**Section 3. Penalty Provision.** Any person violating the parking restriction established by this Ordinance, upon conviction, shall be punished by a fine in accordance with the general penalty section 1-5 of the Code of Ordinances.

**Section 4. Publication.** The City Clerk of the City of Alvin is hereby directed to publish this Ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by the *City of Alvin Charter*.

**Section 5. 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 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 Horn, Mayor

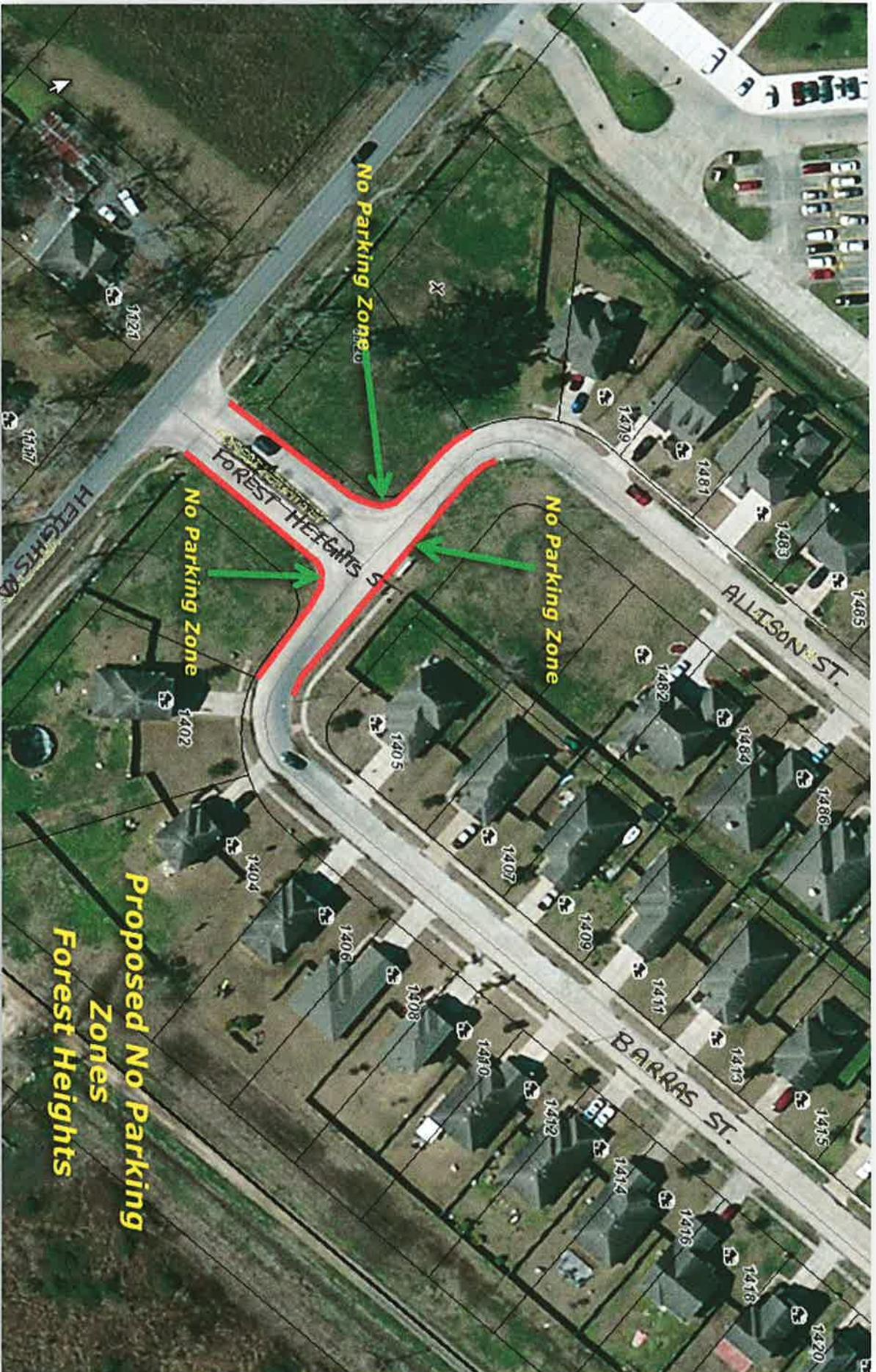


EXHIBIT "A"



# AGENDA COMMENTARY

**Discussion Date:** 02/19/2015  
**Approval Date:** 02/19/2015  
**Submitted By:** Junru Roland

## **SUBJECT:**

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Receive and acknowledge the monthly financial report for January 2015.

## **DISCUSSION:**

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

## **RECOMMENDATION:**

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Move to acknowledge receipt of the January, 2015 financial report.

## **ATTACHMENTS:**

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- |                                    |    |
|------------------------------------|----|
| 1. Financial Report - January 2015 | 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: 2015.02.12 13:19:06  
+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: 2015.02.12 13:19:15 -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: 2015.02.12 14:52:28 -06'00'

**City Attorney**

**Approved By:**

**City Manager**



**CITY OF ALVIN**

**MAJOR FUNDS RECAP**

**For the period ending 01/31/2015**



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 01/31/2015**

**GENERAL FUND**

**REVENUES**

	<u>CURRENT MONTH</u>		% CHANGE	<u>YEAR TO DATE</u>		% CHANGE	CURRENT BUDGET	BUDGET BALANCE
	LAST YEAR	THIS YEAR		LAST YEAR	THIS YEAR			
GENERAL PROPERTY TAXES	3,179,269	2,814,975	-11%	5,235,488	5,831,084	11%	7,796,703	1,965,619
SALES TAXES	161,990	157,593	-3%	680,384	691,274	2%	2,200,044	1,508,770
OTHER TAXES	8,597	8,707	0%	8,597	8,707	1%	25,000	16,293
FRANCHISE TAXES	210,475	190,312	-10%	576,004	578,828	0%	1,330,000	751,172
PERMITS AND LICENSES	57,121	58,071	2%	154,385	258,385	67%	442,100	183,715
FINES AND FORFEITURES	39,465	48,693	23%	165,354	180,043	9%	538,500	358,457
OTHER INCOME	11,208	18,500	65%	111,527	141,623	27%	466,032	324,409
INTRAGOVERNMENTAL	85,217	89,530	5%	340,867	358,119	5%	1,074,358	716,239
<b>TOTAL REVENUES</b>	<b>3,753,341</b>	<b>3,386,381</b>	<b>-10%</b>	<b>7,272,607</b>	<b>8,048,064</b>	<b>11%</b>	<b>13,872,737</b>	<b>5,824,672</b>

**EXPENDITURES**

CITY COUNCIL	5,494	5,618	2%	17,380	15,639	-10%	60,089	44,450
CITY CLERK	24,211	20,823	-14%	71,464	77,662	9%	252,741	175,078
CITY ATTORNEY	52,733	41,535	-21%	137,250	126,021	-8%	447,242	321,221
CITY MANAGER	28,298	18,607	-34%	90,822	77,769	-14%	278,963	201,194
ECONOMIC DEVELOPMENTS	24,228	17,153	-29%	67,357	83,530	24%	240,051	156,521
FINANCE	49,305	30,746	-38%	133,916	104,456	-22%	428,908	324,451
COURT	15,863	16,103	2%	50,312	53,147	6%	189,475	136,328
HUMAN RESOURCES	10,639	17,442	64%	29,867	38,236	28%	163,458	125,222
CITY HALL	7,888	14,027	78%	39,353	39,818	1%	133,050	93,232
POLICE	724,091	502,270	-31%	2,063,312	2,069,307	0%	6,273,268	4,203,962
HUMANE	-	23,356		-	80,230		352,030	271,800
FIRE	52,923	66,657	26%	255,270	285,304	12%	949,403	664,098
ENGINEERING	47,091	56,755	21%	126,535	209,093	65%	698,800	489,707
CODE ENFORCEMENT	14,427	9,389	-35%	40,200	38,515	-4%	128,956	90,441
PARKS AND RECREATION	90,834	131,565	45%	358,298	400,732	12%	1,376,789	976,056
LIBRARY	3,788	6,486	71%	56,720	57,482	1%	109,122	51,640
NON-DEPARTMENTAL	140,375	240,511	71%	749,649	739,162	-1%	1,818,665	1,079,504
<b>TOTAL EXPENDITURES</b>	<b>1,292,190</b>	<b>1,219,042</b>	<b>-6%</b>	<b>4,287,706</b>	<b>4,496,104</b>	<b>5%</b>	<b>13,901,008</b>	<b>9,404,905</b>

EXCESS ( DEFICIENCY) OF  
REVENUES OVER EXPENDITURES

3,551,961

BEGINNING FUND BALANCE (*unaudited*)

4,768,397

ENDING FUND BALANCE

8,320,357



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 01/31/2015**

**HOTEL FUND**

	<u>CURRENT MONTH</u>		<u>%</u>	<u>YEAR TO DATE</u>		<u>%</u>	<u>CURRENT</u>	<u>BUDGET</u>
	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>CHANGE</u>	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>CHANGE</u>	<u>BUDGET</u>	<u>BALANCE</u>
<b>REVENUES</b>								
OCCUPANCY TAXES	38,413	31,157	-19%	119,062	103,820	-13%	290,000	186,180
OTHER OPERATING INCOME	1,394	589	-58%	4,205	3,059	-27%	6,800	3,741
<b>TOTAL REVENUES</b>	<b>39,806</b>	<b>31,746</b>	<b>-20%</b>	<b>123,266</b>	<b>106,879</b>	<b>-13%</b>	<b>296,800</b>	<b>189,921</b>
<b>EXPENDITURES</b>								
PERSONNEL	10,569	6,681	-37%	29,239	27,400	-6%	93,825	66,425
SUPPLIES	554	1,327	140%	1,943	1,879	-3%	9,200	7,321
CONTRACT SERVICES	26,300	16,726	-36%	62,469	46,915	-25%	163,606	116,691
DEBT SERVICE	-	-		18,224	18,547	2%	19,658	1,112
INTERFUND TRANSFERS	140	175	25%	561	700	25%	2,101	1,401
<b>TOTAL EXPENDITURES</b>	<b>37,563</b>	<b>24,909</b>	<b>51%</b>	<b>112,436</b>	<b>95,441</b>	<b>-15%</b>	<b>288,390</b>	<b>192,949</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					11,438			
BEGINNING FUND BALANCE ( <i>unaudited</i> )					618,539			
ENDING FUND BALANCE					<b>629,977</b>			



**CITY OF ALVIN**  
**BUDGET VS ACTUAL (Cash basis)**  
**For the period ending 01/31/2015**

**UTILITY FUND**

	<u>CURRENT MONTH</u>		<u>%</u> CHANGE	<u>YEAR TO DATE</u>		<u>%</u> CHANGE	<u>CURRENT</u> BUDGET	<u>BUDGET</u> BALANCE
	LAST YEAR	THIS YEAR		LAST YEAR	THIS YEAR			
<b>REVENUES</b>								
CHARGES FOR SERVICES	543,710	543,008	0%	2,316,331	2,400,603	4%	6,812,641	4,412,038
OTHER OPERATING INCOME	80,599	98,451	22%	113,048	153,104	35%	303,025	149,921
<b>TOTAL REVENUES</b>	<b>624,309</b>	<b>641,459</b>	<b>3%</b>	<b>2,429,379</b>	<b>2,553,707</b>	<b>5%</b>	<b>7,115,666</b>	<b>4,561,959</b>
<b>EXPENDITURES</b>								
WATER	61,649	81,095	32%	279,625	272,155	-3%	1,324,024	1,051,869
SEWER	87,777	60,485	-31%	267,349	206,024	-23%	994,891	788,867
WASTEWATER TREATMENT	60,303	63,629	6%	214,076	220,376	3%	874,586	654,210
ADMINISTRATION	31,975	24,839	-22%	97,172	100,482	3%	328,872	228,390
BILLING AND COLLECTIONS	25,808	20,850	-19%	71,077	81,803	15%	272,299	190,496
PUBLIC SERVICES FACILITY	3,563	10,137	184%	42,789	47,849	12%	99,150	51,301
CODE ENFORCEMENT PROGRAM	2,896	4,545	57%	9,682	20,143	108%	64,016	43,873
OTHER REQUIREMENTS	54,039	57,712	7%	349,111	385,460	10%	1,077,074	691,614
<b>TOTAL OPERATING EXPENDITURES</b>	<b>328,012</b>	<b>323,291</b>	<b>-1%</b>	<b>1,330,881</b>	<b>1,334,292</b>	<b>0%</b>	<b>5,034,913</b>	<b>3,700,621</b>
DEBT SERVICE				1,659,148	1,598,811	-4%	1,841,196	242,385
CAPITAL PROJECTS						0%		
<b>TOTAL EXPENDITURES</b>	<b>328,012</b>	<b>323,291</b>	<b>-1%</b>	<b>2,990,028</b>	<b>2,933,103</b>	<b>-2%</b>	<b>6,876,109</b>	<b>3,943,006</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					<u>(379,396)</u>			
BEGINNING NET OPERATING ASSETS (unaudited)					<u>4,222,454</u>			
ENDING NET OPERATING ASSETS					<u><b>3,843,058</b></u>			



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 01/31/2015**

**SANITATION FUND**

	<i>CURRENT MONTH</i>			<i>YEAR TO DATE</i>			<b>CURRENT BUDGET</b>	<b>BUDGET BALANCE</b>
	<b>LAST YEAR</b>	<b>THIS YEAR</b>	<b>% CHANGE</b>	<b>LAST YEAR</b>	<b>THIS YEAR</b>	<b>% CHANGE</b>		
<b>REVENUES</b>								
CHARGES FOR SERVICES	212,251	222,455	5%	907,965	952,295	5%	2,619,429	1,667,134
OTHER OPERATING INCOME	219	239	9%	833	830	0%	2,300	1,470
<b>TOTAL REVENUES</b>	<b>212,469</b>	<b>222,694</b>	<b>5%</b>	<b>908,799</b>	<b>953,125</b>	<b>5%</b>	<b>2,621,729</b>	<b>1,668,604</b>
<b>EXPENDITURES</b>								
CONTRACT SERVICES	172,551	180,128	4%	517,667	542,301	5%	2,177,728	1,635,427
INTERFUND TRANSFERS	82,445	87,680	6%	120,873	120,843	0%	209,279	88,436
DEBT SERVICE	-	-	0%	27,433	27,290	-1%	28,926	1,636
<b>TOTAL EXPENDITURES</b>	<b>254,996</b>	<b>267,807</b>	<b>5%</b>	<b>665,972</b>	<b>690,434</b>	<b>4%</b>	<b>2,415,933</b>	<b>1,635,427</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES								<u>262,691</u>
<b>BEGINNING NET OPERATING ASSETS</b>								<u>1,409,809</u>
<b>ENDING NET OPERATING ASSETS</b>								<u><u>1,672,500</u></u>



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 01/31/2015**

**EMS FUND**

	<u>CURRENT MONTH</u>		%	<u>YEAR TO DATE</u>		%	CURRENT BUDGET	BUDGET BALANCE
	LAST YEAR	THIS YEAR		CHANGE	LAST YEAR			
<b>REVENUES</b>								
CHARGES FOR SERVICES	118,409	134,044	13%	535,672	563,290	5%	1,886,900	1,323,610
OTHER OPERATING INCOME	624	12,549	1911%	1,320	13,039	887%	8,600	(4,439)
<b>TOTAL REVENUES</b>	<b>119,033</b>	<b>146,593</b>	<b>23%</b>	<b>536,993</b>	<b>576,329</b>	<b>7%</b>	<b>1,895,500</b>	<b>1,319,171</b>
<b>EXPENDITURES</b>								
PERSONNEL	135,043	85,251	-37%	365,621	343,529	-6%	1,049,006	705,477
SUPPLIES	8,876	12,256	38%	45,996	56,239	22%	205,100	148,861
CONTRACT SERVICES	15,445	48,425	214%	73,752	92,156	25%	392,424	300,268
DEBT SERVICE	5,797	7,144	23%	5,814	7,150	23%	9,343	2,193
INTERFUND TRANSFERS	18,291	20,494	12%	73,166	81,978	12%	245,934	163,956
<b>OPERATING EXPENDITURES</b>	<b>183,453</b>	<b>173,571</b>	<b>-5%</b>	<b>564,348</b>	<b>581,052</b>	<b>3%</b>	<b>1,901,807</b>	<b>1,320,755</b>
CAPITAL OUTLAY (NON RECURRING)	-	18,056		-	82,473		100,000	17,527
<b>TOTAL EXPENDITURES</b>	<b>183,453</b>	<b>191,627</b>	<b>4%</b>	<b>564,348</b>	<b>663,525</b>	<b>18%</b>	<b>2,001,807</b>	<b>1,338,282</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					(87,196)			
BEGINNING WORKING CAPITAL (unaudited)					882,525			
ENDING WORKING CAPITAL					<b>795,329</b>			



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 01/31/2015**

	<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	323,883	315,092	-3%	1,360,361	1,382,136	2%	4,400,890	3,018,754
OTHER OPERATING INCOME	560	1,121	100%	8,992	4,686	-48%	15,000	10,314
<b>TOTAL REVENUES</b>	<b>324,443</b>	<b>316,212</b>	<b>-3%</b>	<b>1,369,353</b>	<b>1,386,821</b>	<b>1%</b>	<b>4,415,890</b>	<b>3,029,069</b>
<b><u>EXPENDITURES</u></b>								
PERSONNEL (STREET)	86,467	61,914	-28%	250,689	258,825	3%	928,772	669,947
PERSONNEL (CODE ENFORCEMENT)	8,006	5,198	-35%	22,333	21,165	-5%	71,827	50,662
SUPPLIES	16,523	14,535	-12%	63,533	67,845	7%	345,750	277,905
CONTRACT SERVICES	174,358	69,128	-60%	691,347	227,129	-67%	1,325,894	1,098,765
CAPITAL OUTLAY (CIP)	195,471	67,728	-65%	300,417	103,590	-66%	2,572,736	2,469,146
DEBT	-	-	0%	-	-	0%	-	-
INTERFUND TRANSFERS	67,460	55,726	-17%	238,370	244,968	3%	768,453	523,485
<b>TOTAL EXPENDITURES</b>	<b>548,285</b>	<b>274,228</b>	<b>-50%</b>	<b>1,566,689</b>	<b>923,522</b>	<b>-41%</b>	<b>6,013,432</b>	<b>5,089,910</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					463,299			
BEGINNING FUND BALANCE (unaudited)					4,489,985			
<b>ENDING FUND BALANCE</b>					<b>4,953,284</b>			



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 01/31/2015**

**SHOP FUND**

	<u>CURRENT MONTH</u>			<u>YEAR TO DATE</u>			<u>CURRENT BUDGET</u>	<u>BUDGET BALANCE</u>
	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>% CHANGE</u>	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>% CHANGE</u>		
<b>REVENUES</b>								
INTRA GOVERNMENTAL TRANSFERS	39,313	64,127	63%	157,501	256,582	63%	769,597	513,015
OTHER OPERATING INCOME	3	5	79%	6,648	1,343	-80%	-	(1,343)
<b>TOTAL REVENUES</b>	<b>39,316</b>	<b>64,132</b>	<b>-39%</b>	<b>164,149</b>	<b>257,925</b>	<b>57%</b>	<b>769,597</b>	<b>511,672</b>
<b>EXPENDITURES</b>								
PERSONNEL	18,092	12,449	-31%	54,672	59,287	8%	202,404	143,117
SUPPLIES	15,243	11,610	-24%	48,150	43,957	-9%	167,200	123,243
CONTRACT SERVICES	9,874	17,122	73%	110,608	178,962	62%	388,912	209,950
INTERFUND TRANSFERS	833	923	11%	3,332	3,693	11%	11,080	7,748
<b>TOTAL EXPENDITURES</b>	<b>44,042</b>	<b>42,104</b>	<b>-4%</b>	<b>216,762</b>	<b>285,899</b>	<b>32%</b>	<b>769,596</b>	<b>484,058</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					(27,974)			
BEGINNING OPERATING ASSETS (unaudited)					140,049			
ENDING OPERATING ASSETS					<b>112,075</b>			



**CITY OF ALVIN**

**MAJOR FUNDS RECAP**

**For the period ending 01/31/2015**



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 01/31/2015**

**GENERAL FUND**

**REVENUES**

	<u>CURRENT MONTH</u>		% CHANGE	<u>YEAR TO DATE</u>		% CHANGE	CURRENT BUDGET	BUDGET BALANCE
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ECONOMIC DEVELOPMENTS	24,228	17,153	-29%	67,357	83,530	24%	240,051	156,521
FINANCE	49,305	30,746	-38%	133,916	104,456	-22%	428,908	324,451
COURT	15,863	16,103	2%	50,312	53,147	6%	189,475	136,328
HUMAN RESOURCES	10,639	17,442	64%	29,867	38,236	28%	163,458	125,222
CITY HALL	7,888	14,027	78%	39,353	39,818	1%	133,050	93,232
POLICE	724,091	502,270	-31%	2,063,312	2,069,307	0%	6,273,268	4,203,962
HUMANE	-	23,356		-	80,230		352,030	271,800
FIRE	52,923	66,657	26%	255,270	285,304	12%	949,403	664,098
ENGINEERING	47,091	56,755	21%	126,535	209,093	65%	698,800	489,707
CODE ENFORCEMENT	14,427	9,389	-35%	40,200	38,515	-4%	128,956	90,441
PARKS AND RECREATION	90,834	131,565	45%	358,298	400,732	12%	1,376,789	976,056
LIBRARY	3,788	6,486	71%	56,720	57,482	1%	109,122	51,640
NON-DEPARTMENTAL	140,375	240,511	71%	749,649	739,162	-1%	1,818,665	1,079,504
<b>TOTAL EXPENDITURES</b>	<b>1,292,190</b>	<b>1,219,042</b>	<b>-6%</b>	<b>4,287,706</b>	<b>4,496,104</b>	<b>5%</b>	<b>13,901,008</b>	<b>9,404,905</b>

EXCESS ( DEFICIENCY) OF  
REVENUES OVER EXPENDITURES

3,551,961

BEGINNING FUND BALANCE (unaudited)

4,768,397

ENDING FUND BALANCE

8,320,357



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 01/31/2015**

**HOTEL FUND**

	<u>CURRENT MONTH</u>		<u>%</u> CHANGE	<u>YEAR TO DATE</u>		<u>%</u> CHANGE	CURRENT BUDGET	BUDGET BALANCE
	LAST YEAR	THIS YEAR		LAST YEAR	THIS YEAR			
<b>REVENUES</b>								
OCCUPANCY TAXES	38,413	31,157	-19%	119,062	103,820	-13%	290,000	186,180
OTHER OPERATING INCOME	1,394	589	-58%	4,205	3,059	-27%	6,800	3,741
<b>TOTAL REVENUES</b>	<b>39,806</b>	<b>31,746</b>	<b>-20%</b>	<b>123,266</b>	<b>106,879</b>	<b>-13%</b>	<b>296,800</b>	<b>189,921</b>
<b>EXPENDITURES</b>								
PERSONNEL	10,569	6,681	-37%	29,239	27,400	-6%	93,825	66,425
SUPPLIES	554	1,327	140%	1,943	1,879	-3%	9,200	7,321
CONTRACT SERVICES	26,300	16,726	-36%	62,469	46,915	-25%	163,606	116,691
DEBT SERVICE	-	-		18,224	18,547	2%	19,658	1,112
INTERFUND TRANSFERS	140	175	25%	561	700	25%	2,101	1,401
<b>TOTAL EXPENDITURES</b>	<b>37,563</b>	<b>24,909</b>	<b>51%</b>	<b>112,436</b>	<b>95,441</b>	<b>-15%</b>	<b>288,390</b>	<b>192,949</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					11,438			
BEGINNING FUND BALANCE ( <i>unaudited</i> )					618,539			
ENDING FUND BALANCE					<b>629,977</b>			



**CITY OF ALVIN**  
**BUDGET VS ACTUAL (Cash basis)**  
**For the period ending 01/31/2015**

**UTILITY FUND**

	<u>CURRENT MONTH</u>		<u>%</u> CHANGE	<u>YEAR TO DATE</u>		<u>%</u> CHANGE	<u>CURRENT</u> BUDGET	<u>BUDGET</u> BALANCE
	LAST YEAR	THIS YEAR		LAST YEAR	THIS YEAR			
<b>REVENUES</b>								
CHARGES FOR SERVICES	543,710	543,008	0%	2,316,331	2,400,603	4%	6,812,641	4,412,038
OTHER OPERATING INCOME	80,599	98,451	22%	113,048	153,104	35%	303,025	149,921
<b>TOTAL REVENUES</b>	<b>624,309</b>	<b>641,459</b>	<b>3%</b>	<b>2,429,379</b>	<b>2,553,707</b>	<b>5%</b>	<b>7,115,666</b>	<b>4,561,959</b>
<b>EXPENDITURES</b>								
WATER	61,649	81,095	32%	279,625	272,155	-3%	1,324,024	1,051,869
SEWER	87,777	60,485	-31%	267,349	206,024	-23%	994,891	788,867
WASTEWATER TREATMENT	60,303	63,629	6%	214,076	220,376	3%	874,586	654,210
ADMINISTRATION	31,975	24,839	-22%	97,172	100,482	3%	328,872	228,390
BILLING AND COLLECTIONS	25,808	20,850	-19%	71,077	81,803	15%	272,299	190,496
PUBLIC SERVICES FACILITY	3,563	10,137	184%	42,789	47,849	12%	99,150	51,301
CODE ENFORCEMENT PROGRAM	2,896	4,545	57%	9,682	20,143	108%	64,016	43,873
OTHER REQUIREMENTS	54,039	57,712	7%	349,111	385,460	10%	1,077,074	691,614
<b>TOTAL OPERATING EXPENDITURES</b>	<b>328,012</b>	<b>323,291</b>	<b>-1%</b>	<b>1,330,881</b>	<b>1,334,292</b>	<b>0%</b>	<b>5,034,913</b>	<b>3,700,621</b>
DEBT SERVICE				1,659,148	1,598,811	-4%	1,841,196	242,385
CAPITAL PROJECTS						0%		
<b>TOTAL EXPENDITURES</b>	<b>328,012</b>	<b>323,291</b>	<b>-1%</b>	<b>2,990,028</b>	<b>2,933,103</b>	<b>-2%</b>	<b>6,876,109</b>	<b>3,943,006</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					<u>(379,396)</u>			
BEGINNING NET OPERATING ASSETS (unaudited)					<u>4,222,454</u>			
ENDING NET OPERATING ASSETS					<u><b>3,843,058</b></u>			



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 01/31/2015**

**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	212,251	222,455	5%	907,965	952,295	5%	2,619,429	1,667,134
OTHER OPERATING INCOME	219	239	9%	833	830	0%	2,300	1,470
<b>TOTAL REVENUES</b>	<b>212,469</b>	<b>222,694</b>	<b>5%</b>	<b>908,799</b>	<b>953,125</b>	<b>5%</b>	<b>2,621,729</b>	<b>1,668,604</b>
<b>EXPENDITURES</b>								
CONTRACT SERVICES	172,551	180,128	4%	517,667	542,301	5%	2,177,728	1,635,427
INTERFUND TRANSFERS	82,445	87,680	6%	120,873	120,843	0%	209,279	88,436
DEBT SERVICE	-	-	0%	27,433	27,290	-1%	28,926	1,636
<b>TOTAL EXPENDITURES</b>	<b>254,996</b>	<b>267,807</b>	<b>5%</b>	<b>665,972</b>	<b>690,434</b>	<b>4%</b>	<b>2,415,933</b>	<b>1,635,427</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES								<u>262,691</u>
<b>BEGINNING NET OPERATING ASSETS</b>								<u>1,409,809</u>
<b>ENDING NET OPERATING ASSETS</b>								<u><u>1,672,500</u></u>



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 01/31/2015**

**EMS FUND**

	<u>CURRENT MONTH</u>		%	<u>YEAR TO DATE</u>		%	CURRENT BUDGET	BUDGET BALANCE
	LAST YEAR	THIS YEAR		CHANGE	LAST YEAR			
<b>REVENUES</b>								
CHARGES FOR SERVICES	118,409	134,044	13%	535,672	563,290	5%	1,886,900	1,323,610
OTHER OPERATING INCOME	624	12,549	1911%	1,320	13,039	887%	8,600	(4,439)
<b>TOTAL REVENUES</b>	<b>119,033</b>	<b>146,593</b>	<b>23%</b>	<b>536,993</b>	<b>576,329</b>	<b>7%</b>	<b>1,895,500</b>	<b>1,319,171</b>
<b>EXPENDITURES</b>								
PERSONNEL	135,043	85,251	-37%	365,621	343,529	-6%	1,049,006	705,477
SUPPLIES	8,876	12,256	38%	45,996	56,239	22%	205,100	148,861
CONTRACT SERVICES	15,445	48,425	214%	73,752	92,156	25%	392,424	300,268
DEBT SERVICE	5,797	7,144	23%	5,814	7,150	23%	9,343	2,193
INTERFUND TRANSFERS	18,291	20,494	12%	73,166	81,978	12%	245,934	163,956
<b>OPERATING EXPENDITURES</b>	<b>183,453</b>	<b>173,571</b>	<b>-5%</b>	<b>564,348</b>	<b>581,052</b>	<b>3%</b>	<b>1,901,807</b>	<b>1,320,755</b>
CAPITAL OUTLAY (NON RECURRING)	-	18,056		-	82,473		100,000	17,527
<b>TOTAL EXPENDITURES</b>	<b>183,453</b>	<b>191,627</b>	<b>4%</b>	<b>564,348</b>	<b>663,525</b>	<b>18%</b>	<b>2,001,807</b>	<b>1,338,282</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					(87,196)			
BEGINNING WORKING CAPITAL (unaudited)					882,525			
ENDING WORKING CAPITAL					<b>795,329</b>			



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 01/31/2015**

	<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	323,883	315,092	-3%	1,360,361	1,382,136	2%	4,400,890	3,018,754
OTHER OPERATING INCOME	560	1,121	100%	8,992	4,686	-48%	15,000	10,314
<b>TOTAL REVENUES</b>	<b>324,443</b>	<b>316,212</b>	<b>-3%</b>	<b>1,369,353</b>	<b>1,386,821</b>	<b>1%</b>	<b>4,415,890</b>	<b>3,029,069</b>
<b><u>EXPENDITURES</u></b>								
PERSONNEL (STREET)	86,467	61,914	-28%	250,689	258,825	3%	928,772	669,947
PERSONNEL (CODE ENFORCEMENT)	8,006	5,198	-35%	22,333	21,165	-5%	71,827	50,662
SUPPLIES	16,523	14,535	-12%	63,533	67,845	7%	345,750	277,905
CONTRACT SERVICES	174,358	69,128	-60%	691,347	227,129	-67%	1,325,894	1,098,765
CAPITAL OUTLAY (CIP)	195,471	67,728	-65%	300,417	103,590	-66%	2,572,736	2,469,146
DEBT	-	-	0%	-	-	0%	-	-
INTERFUND TRANSFERS	67,460	55,726	-17%	238,370	244,968	3%	768,453	523,485
<b>TOTAL EXPENDITURES</b>	<b>548,285</b>	<b>274,228</b>	<b>-50%</b>	<b>1,566,689</b>	<b>923,522</b>	<b>-41%</b>	<b>6,013,432</b>	<b>5,089,910</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					463,299			
BEGINNING FUND BALANCE (unaudited)					4,489,985			
<b>ENDING FUND BALANCE</b>					<b>4,953,284</b>			



**CITY OF ALVIN  
BUDGET VS ACTUAL  
For the period ending 01/31/2015**

**SHOP FUND**

	<u>CURRENT MONTH</u>			<u>YEAR TO DATE</u>			<u>CURRENT BUDGET</u>	<u>BUDGET BALANCE</u>
	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>% CHANGE</u>	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>% CHANGE</u>		
<b>REVENUES</b>								
INTRA GOVERNMENTAL TRANSFERS	39,313	64,127	63%	157,501	256,582	63%	769,597	513,015
OTHER OPERATING INCOME	3	5	79%	6,648	1,343	-80%	-	(1,343)
<b>TOTAL REVENUES</b>	<b>39,316</b>	<b>64,132</b>	<b>-39%</b>	<b>164,149</b>	<b>257,925</b>	<b>57%</b>	<b>769,597</b>	<b>511,672</b>
<b>EXPENDITURES</b>								
PERSONNEL	18,092	12,449	-31%	54,672	59,287	8%	202,404	143,117
SUPPLIES	15,243	11,610	-24%	48,150	43,957	-9%	167,200	123,243
CONTRACT SERVICES	9,874	17,122	73%	110,608	178,962	62%	388,912	209,950
INTERFUND TRANSFERS	833	923	11%	3,332	3,693	11%	11,080	7,748
<b>TOTAL EXPENDITURES</b>	<b>44,042</b>	<b>42,104</b>	<b>-4%</b>	<b>216,762</b>	<b>285,899</b>	<b>32%</b>	<b>769,596</b>	<b>484,058</b>
EXCESS ( DEFICIENCY) OF REVENUES OVER EXPENDITURES					(27,974)			
BEGINNING OPERATING ASSETS (unaudited)					140,049			
ENDING OPERATING ASSETS					<u>112,075</u>			

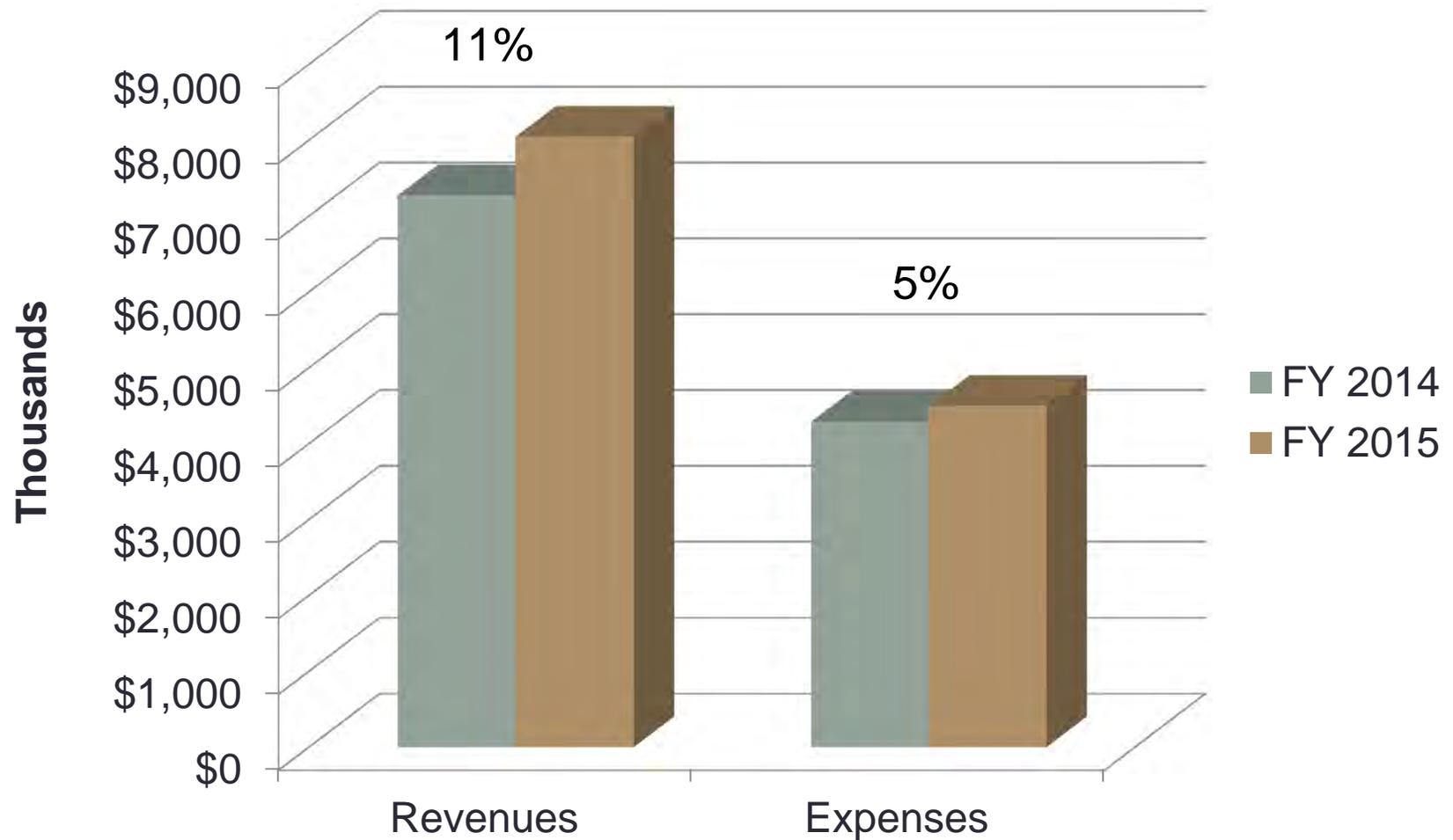


# CITY OF ALVIN

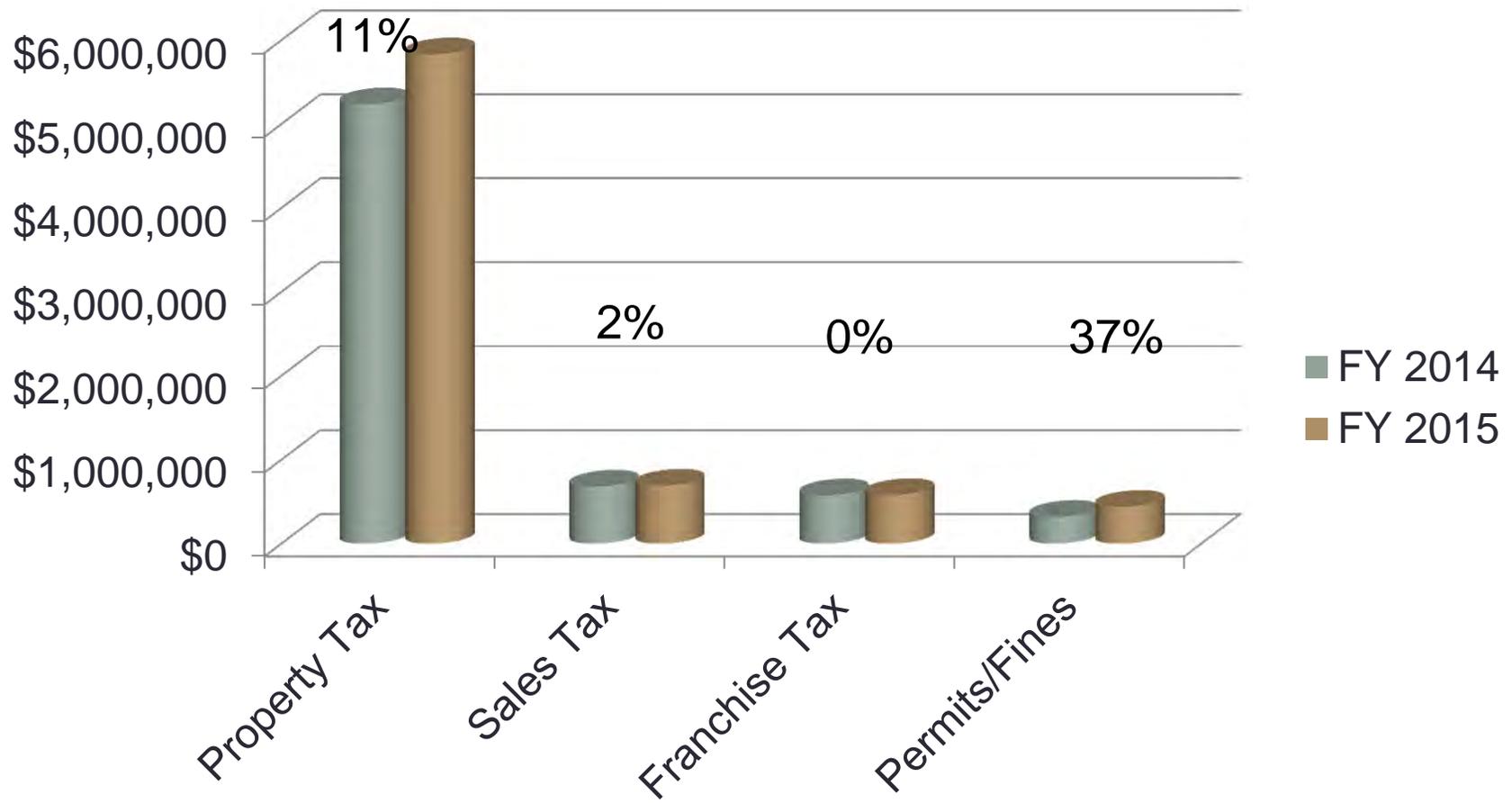
Monthly Financial Summary  
January 31, 2015

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# General Fund Revenue & Expense Comparison



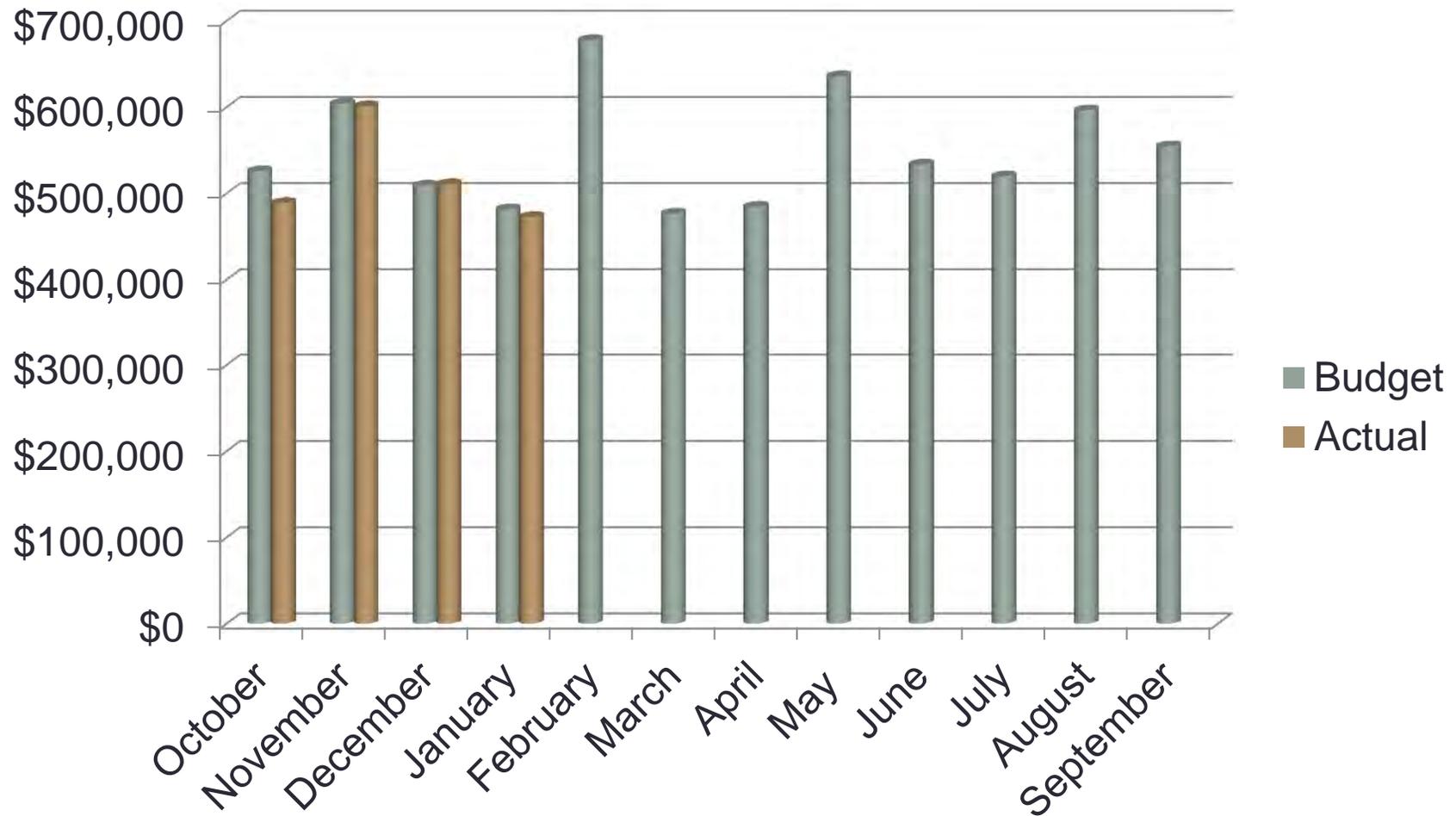
# General Fund Major Revenue Comparison as of January 31, 2015



# Sales Tax Revenues

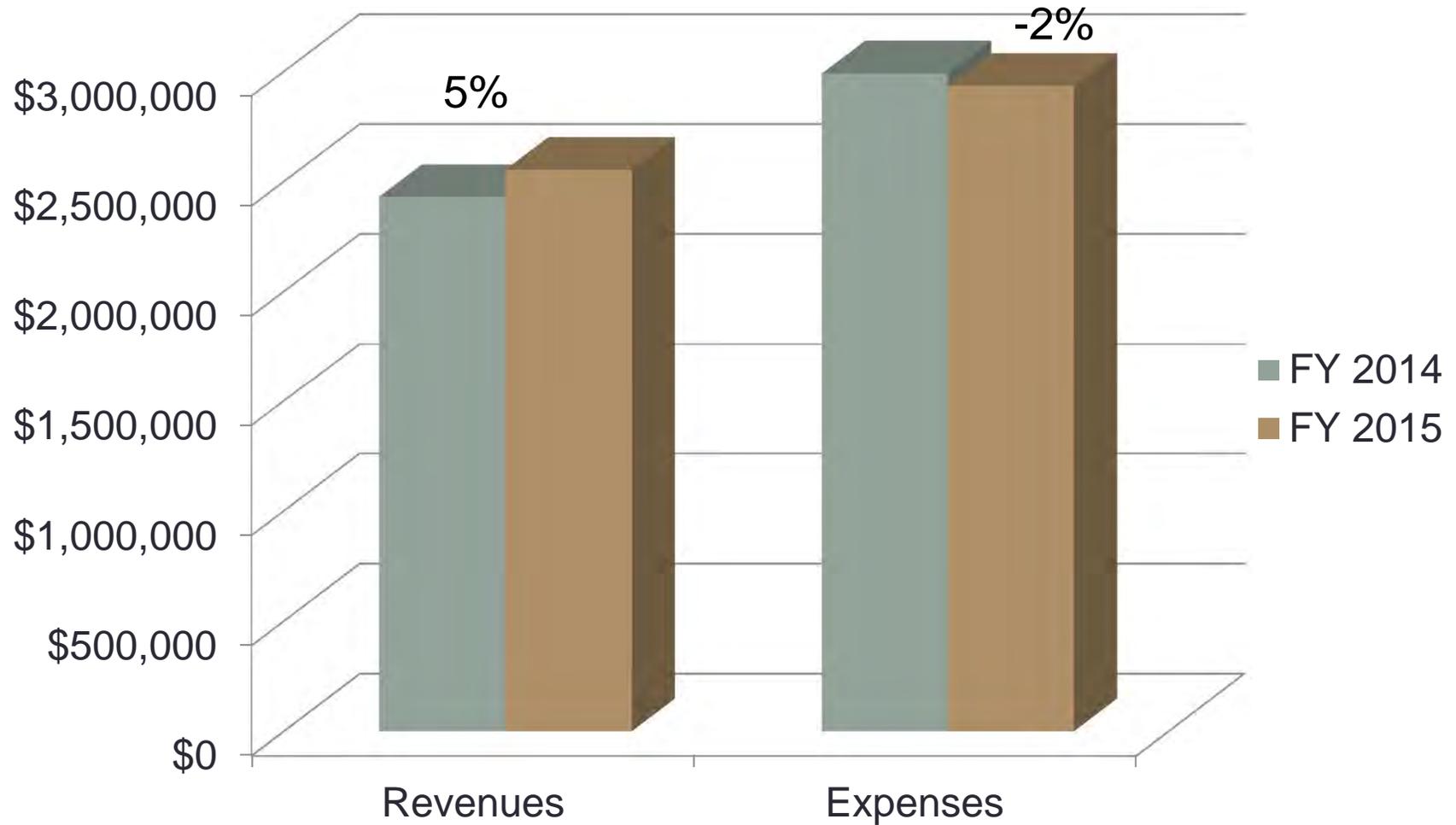
## Budget vs. Actual

### FY 2014-15

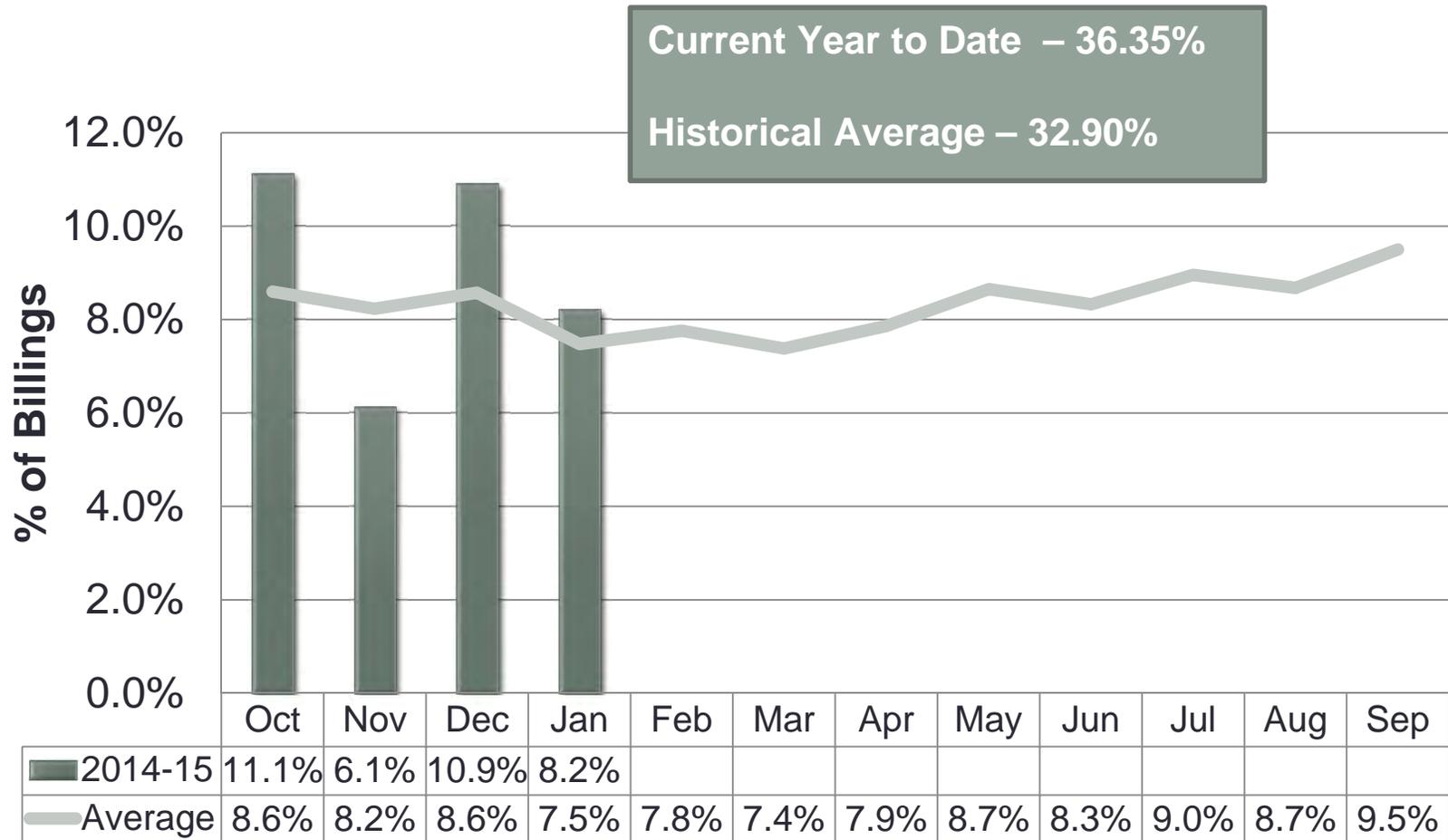


# Utility Fund

## Revenue & Expense Comparison

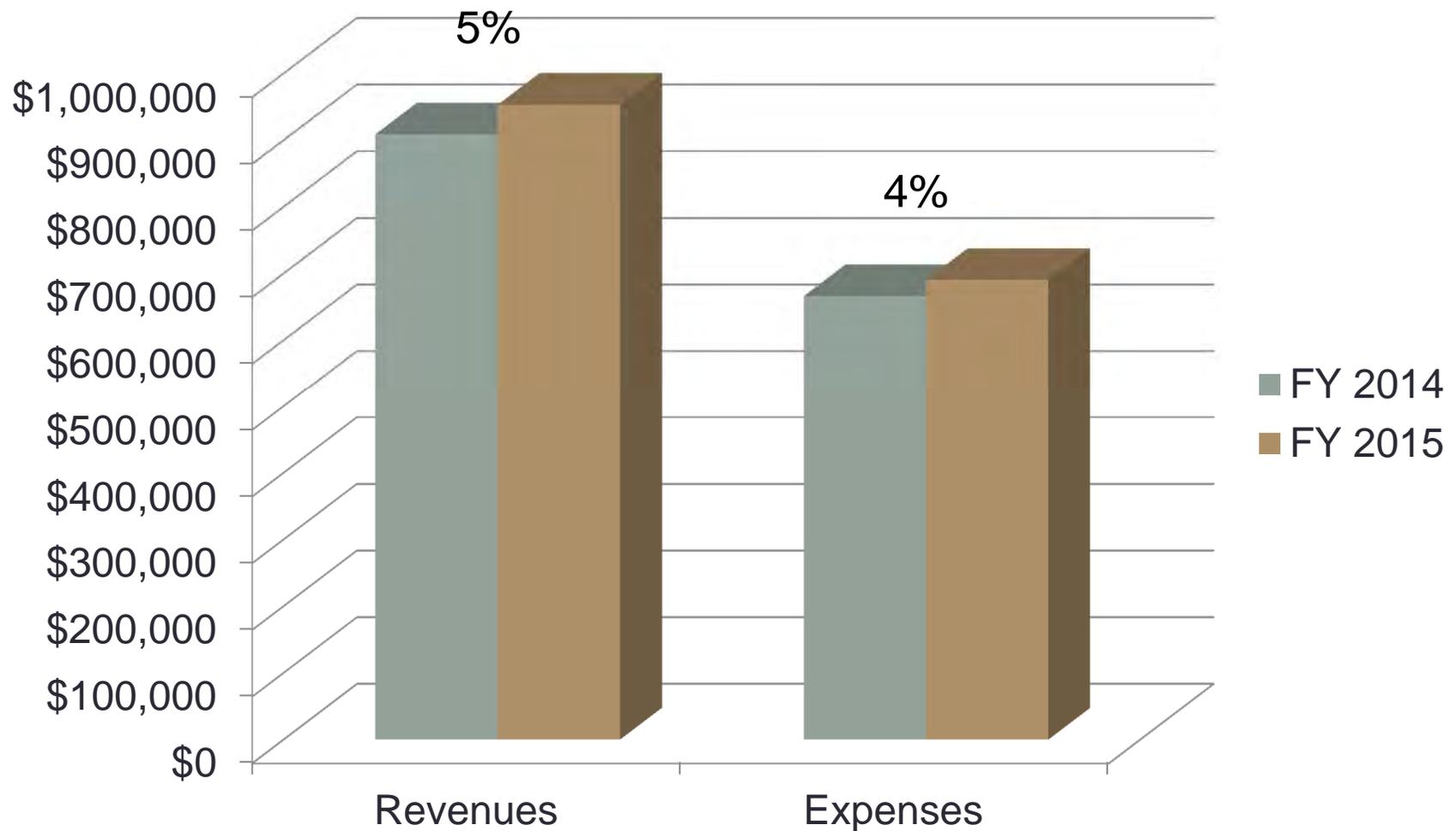


## 2014-15 Analysis of Water & Sewer Billings

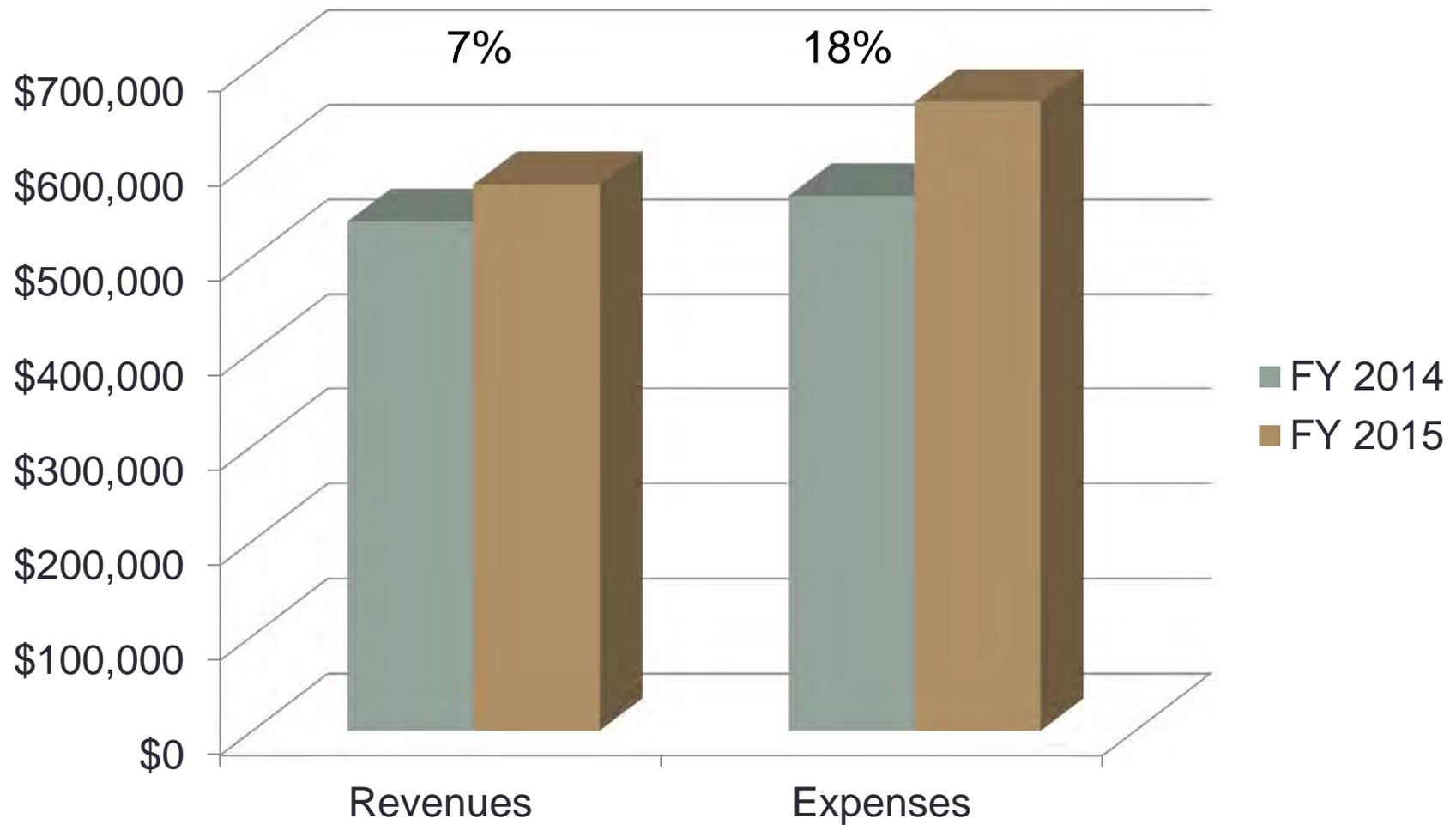


Line - 5 year history of the % of total annual billings per month.  
 Bar - % of the 2014-15 budgeted revenues billed per month.

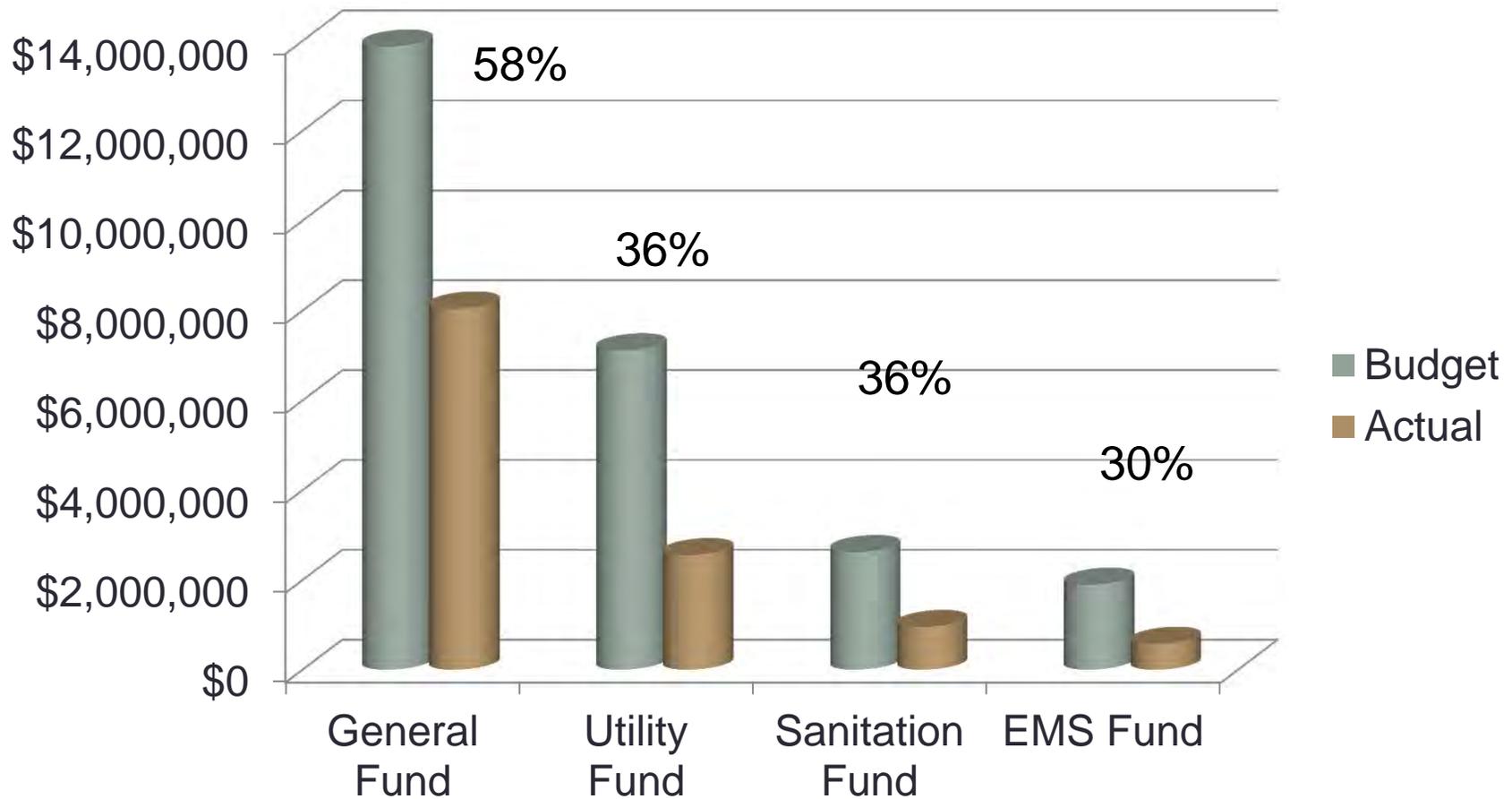
# Sanitation Fund Revenue & Expense Comparison



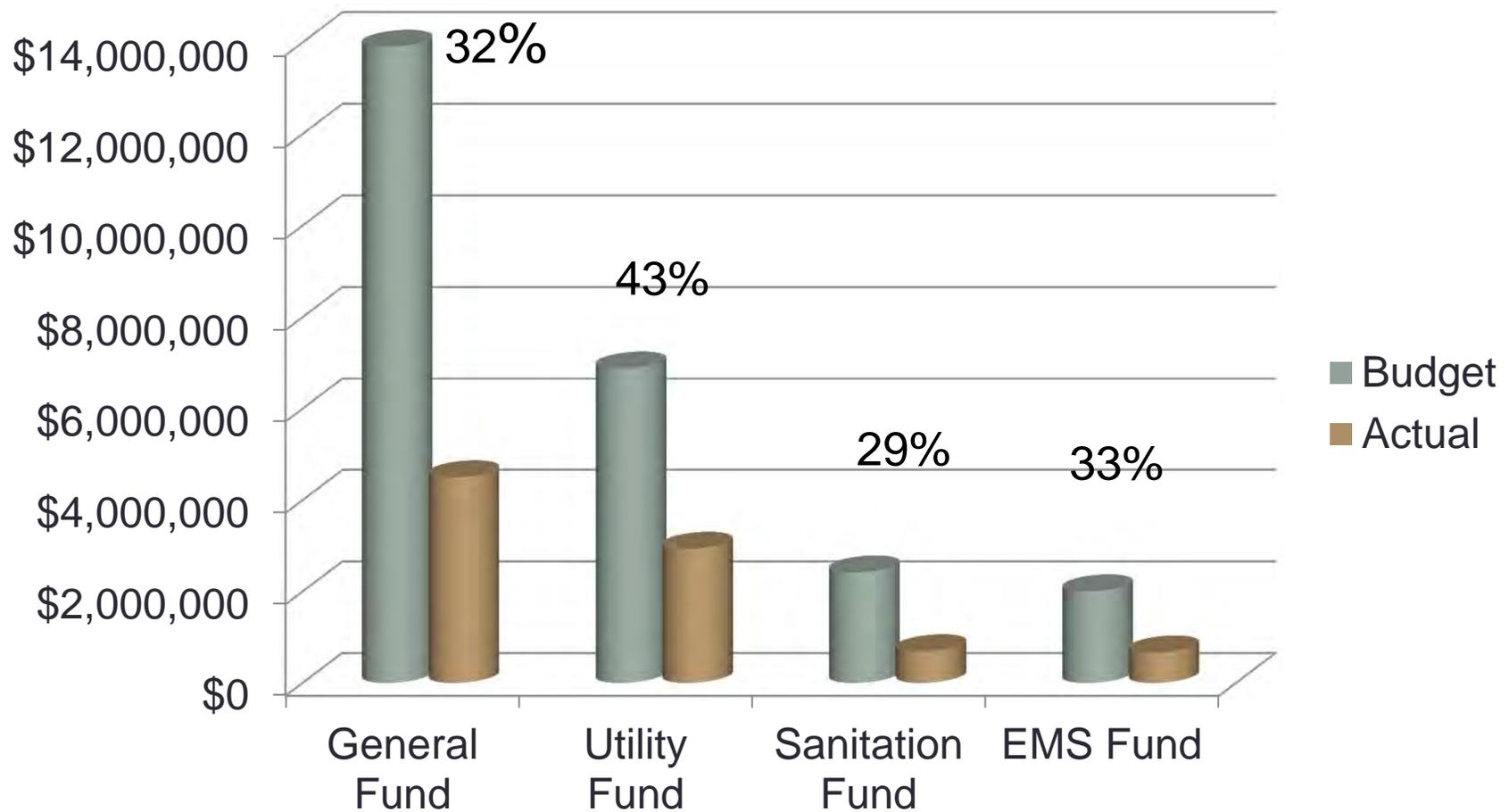
# EMS Fund Revenue & Expense Comparison



# Operating Revenues Budget vs. Actual as of January 31, 2015 (33% of FY)



# Operating Expenditures Budget vs. Actual as of January 31, 2015 (33% of FY)



# Cash and Investments as of January 31, 2015

<b>FUNDS</b>	<b>BALANCE</b>
GENERAL FUND	\$ 7,820,630
UTILITY FUND	5,088,564
SPECIAL REVENUE FUNDS *	1,176,276
TIRZ	178,883
CEMETERY FUND	464,865
SANITATION FUND	1,484,286
EMS FUND	919,888
CAPITAL PROJECTS (GOVERNMENTAL) **	5,434,439
CAPITAL PROJECTS (UTILITY) ***	3,119,744
INTERNAL SERVICE FUNDS ****	2,030,349
	<hr/>
<b>Total</b>	<b>\$ <u>27,717,924</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



# AGENDA COMMENTARY

**Discussion Date:** 02/19/2015

**Approval Date:** 02/19/2015

**Submitted By:** Junru Roland

## **SUBJECT:**

---

Consider Resolution 15-R-07; a resolution by the City Council of the City of Alvin, Texas authorizing publication of Notice of Intention to issue Certificates of Obligation (COs); authorizing the preparation of the preliminary official statement and notice of sale; declaring intent to reimburse certain prior capital costs; and approving other matters incidental thereto.

## **DISCUSSION:**

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The City of Alvin is considering the issuance of COs for the purpose of defraying the costs of the acquisition and construction of improvements to the City's water and sewer system; the replacement of City water meters; and the costs of professional services incurred in connection therewith. It is the City's intent to pay the debt service on the COs from the revenues of the City's water and sewer system. Section 271.049 of the Local Government Code requires that the City publish notice of its intent to issue the COs prior to adopting an ordinance authorizing the issuance of the COs. The first publication of such notice must be at least 31 days before the date the City adopts the ordinance. The principal amount (\$11.6M) listed in the Notice of Intent is a cap, and the City may issue less than the cap, contained in the notice. The resolution authorizes the preparation of the offering documents for the COs and serves as a reimbursement resolution, authorizing the City to reimburse itself for costs incurred prior to the issuance of the certificates of obligations

## **RECOMMENDATION:**

---

Move to approve Resolution 15-R-07.

## **ATTACHMENTS:**

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1. Resolution 15-R-07
- 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: 2015.02.12 15:55:41  
+06'00'

**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=jkacz@cityofalvin.com, c=US  
Date: 2015.02.12 16:25:18 -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: 2015.02.12 16:59:03 -0600'

RESOLUTION NO. 15-R-07

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AUTHORIZING THE PREPARATION OF THE PRELIMINARY OFFICIAL STATEMENT AND NOTICE OF SALE; DECLARING INTENT TO REIMBURSE CERTAIN PRIOR CAPITAL COSTS; AND APPROVING OTHER MATTERS INCIDENTAL THERETO

THE STATE OF TEXAS           §  
COUNTY OF BRAZORIA       §  
CITY OF ALVIN               §

WHEREAS, the City Council of the City of Alvin, Texas (the “City”), deems it advisable to issue certificates of obligation (the “Certificates”) of the City in accordance with the notice hereinafter set forth; and

WHEREAS, the City desires to authorize the preparation of a preliminary official statement (the “Preliminary Official Statement”) and notice of sale (“Notice of Sale”) in anticipation of its issuance of the Certificates; and

WHEREAS, it is hereby found and determined that the meeting at which this resolution is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; NOW, THEREFORE

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

Section 1. The findings, definitions and recitations set out in the preamble to this resolution are found to be true and correct and are hereby adopted by City Council and made a part hereof for all purposes.

Section 2. The City Clerk is hereby authorized and directed to cause to be published in the manner required by law and in substantially the form attached hereto as Exhibit A, a notice of the City’s intention to issue the Certificates (the “Notice”).

Section 3. The Notice shall be published once a week for two (2) consecutive weeks in a newspaper which is of general circulation in the City, the date of the first publication to be at least thirty-one (31) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

Section 4. The City hereby authorizes the preparation and distribution of a Notice of Sale and a Preliminary Official Statement relating to the certificates of obligation and authorizes the Finance Director or City Manager to deem final such Preliminary Official Statement within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934.

Section 5. The City’s financial advisor, U.S. Capital Advisors LLC, and bond counsel, Bracewell & Giuliani, LLP, are hereby authorized and directed to proceed with the necessary arrangements for the sale of the Certificates.

Section 6. The City reasonably expects to reimburse itself for costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the projects listed in Exhibit A (collectively, the “Financed Project”) from the proceeds of the Certificates.

Section 7. The City reasonably expects that the maximum principal amount of the Certificates to be issued to reimburse itself for the costs associated with the Financed Project, will be \$11,600,000.

Section 8. The Mayor, City Manager, Finance Director, City Clerk and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this resolution.

Section 9. The notice and agenda relating to this meeting and heretofore posted by the City Clerk, and the posting thereof, are hereby authorized, approved, and ratified.

[Execution Page to Follow]

PASSED AND APPROVED on this the 19<sup>th</sup> day of February, 2015.

---

City Clerk  
City of Alvin, Texas

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Mayor  
City of Alvin, Texas

[SEAL]

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Alvin, Texas (the "City"), will meet at the City Council Chambers, 216 West Sealy Street, Alvin, Texas, 77511, at 7:00 p.m., on the 9<sup>th</sup> day of April, 2015, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City's certificates of obligation, in the maximum aggregate principal amount not to exceed \$11,600,000, payable from ad valorem taxes and from a limited pledge of a subordinate lien on the net revenues of the City's water and sewer system, bearing interest at any rate or rates not to exceed the maximum interest rate now or hereafter authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the certificates of obligation, and maturing over a period not to exceed forty years from the date of issuance, for the purposes of evidencing the indebtedness of the City for all or any part of the costs associated with (i) the construction and equipment of improvements to the City's water and sewer system, (ii) the replacement of City water meters, and (iii) to pay the costs of professional services incurred in connection therewith.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 19th day of February, 2015.

Dixie Roberts  
City Clerk  
City of Alvin, Texas

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS     §  
COUNTY OF BRAZORIA   §

I, the undersigned officer of the City Council of the City of Alvin, Texas, hereby certify as follows:

1.     The City Council of the City of Alvin, Texas, convened in a regular meeting on the 19<sup>th</sup> day of February, 2015, at the regular meeting place thereof, within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Paul Horn	Mayor
Brad Richards	Council Member At Large 1
Terry Droege	Council Member At Large 2
Scott Reed	Council Member, District A
Adam Arendell	Council Member, District B
Keith Thompson	Council Member, District C
Roger Stuksa	Council Member, District D
Gabe Adame	Council Member, District E

and all of said persons were present, except the following absentee(s): \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AUTHORIZING THE PREPARATION OF THE PRELIMINARY OFFICIAL STATEMENT AND NOTICE OF SALE; DECLARING INTENT TO REIMBURSE CERTAIN PRIOR CAPITAL COSTS; AND APPROVING OTHER MATTERS INCIDENTAL THERETO

was duly introduced for the consideration of said City Council and read in full. It was then duly moved and seconded that said resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said resolution, prevailed and carried by the following vote:

\_\_\_\_\_ Member(s) of City Council shown present voted "Aye."

\_\_\_\_\_ Member(s) of City Council shown present voted "No."

2. A true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said resolution has been duly recorded in said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this 19<sup>th</sup> day of February, 2015.

---

City Clerk  
City of Alvin, Texas

[SEAL]

# 2015 Bond Projects

WWTP Phase II - \$7,540,00

AMI Meter System – \$2,590,700

# Projects

- The 2015 Bond will consist of two projects.
- The first project will be Phase II of the wastewater treatment facility. This phase of the treatment plant is crucial to the facility and will bring the second half of this plant on-line. This project will include the rehabilitation of the aeration basins, new belt press used to remove solid waste, rehabilitation of a clarifier, new turbo blower and a non-potable water system.





# WWTP Phase II

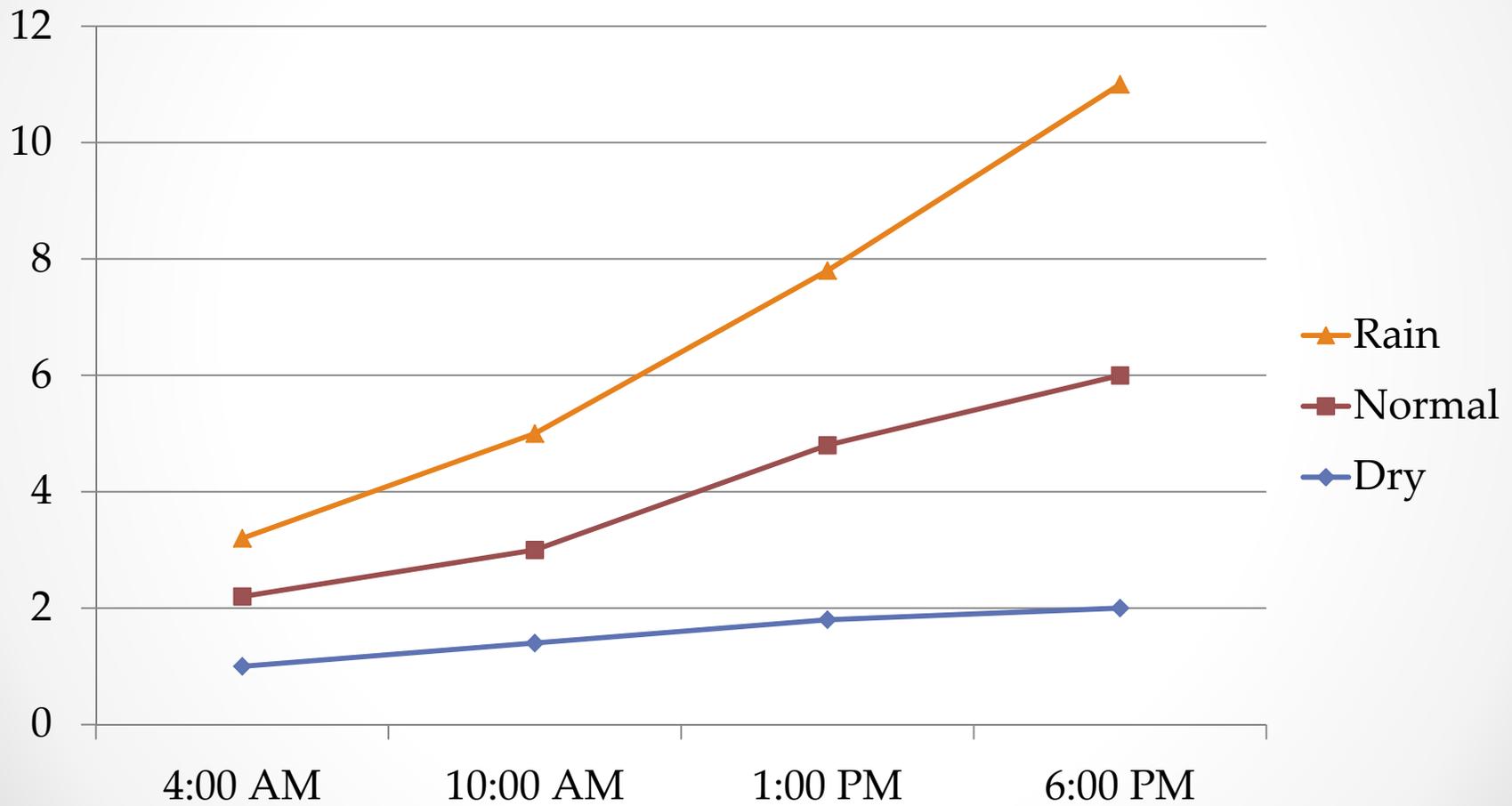


# WWTP Capacity

- Phase II of the wastewater treatment facility will allow for the City of Alvin to gain capacity at this facility and will also allow for maintenance on the already existing facility.
- At this time the City of Alvin is unable to divert flow to the second half of the facility to provide routine maintenance on the needed components that exist today.
- This phase will also allow for capacity due to demand in a growing city such as the City of Alvin.



# WWTP Phase II



# WWTP Phase II

- On Monday February 9<sup>th</sup> TCEQ arrived at the WWTP Facility for a State Inspection and noticed the second half of the plant not operating. The findings of the State Inspector were a build-up of solids within the current aeration basin creating foam. This foam is due to solids building within this basin because routine maintenance cannot be performed. Once the second half of this plant is online the basin can be cleaned and the foam will be resolved. While at this time a violation was not issued it could result in future violations if not corrected.



# AMI Meter System



# AMI Meter System

- Water loss and water accountability is a huge issue for many utilities, and the City of Alvin is not excluded from that list. We as Texans continue to share in the pain of the worst drought we have faced in many of our lifetimes, and we knew that it was the appropriate time to determine how we could do our part to ensure as much water is being accounted for as possible. Aqua Metric/Sensus provides the most accurate water metering technologies on the market and they have a solid track record here in Texas. Once we had a firm understanding of what Aqua Metric/Sensus could deliver, and who they have worked with before us, we felt very comfortable to continue dialogue with them and are happy with their solution. At the end of the day we realized that if we cannot proactively monitor our water, how on earth can we proactively manage it. This solution will enable the City of Alvin to transition from a water-metering system, to a water-monitoring & management system.



# AMI Meter System

- Meter reading will now be completed in real-time. What would normally takes us weeks to complete will now take us a few minutes. Leaks that would go unknown at our residents houses for weeks will now be identified in hours, the same goes for leaks that we experience within our distribution system; we can target them immediately now. Efficiencies will undoubtedly improve, there is no question about that, but lower operational costs will be recognized as well. Most importantly though, our residents will benefit the most as our customer service capabilities will increase by leaps and bounds.



# AMI Meter System

- Why did the City of Alvin choose this meter?
- We looked at many different metering systems before coming to the conclusion to use Sensus and AquaMetrics as the company of choice. This company provided the City of Alvin with detailed information that ultimately showed a savings to the City and stands behind this report. They also provide a no lead meter which meets the standards of today's regulations and provides a twenty year warranty on each meter. They also provide 24/7 support if needed.



Thank You

...

Questions?





# AGENDA COMMENTARY

**Discussion Date:** 02/19/2015

**Approval Date:** 02/19/2015

**Submitted By:** Chad Fontenot

## **SUBJECT:**

---

Receive and acknowledge the Alvin Police Department's 2014 Racial Profiling Report as required by Texas Code of Criminal Procedure, Articles 2.131 - 2.138.

## **DISCUSSION:**

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This report covers certain required data collected from 01/01/2014 through 12/31/2014. The State of Texas requires all Texas police agencies, for whom traffic enforcement is part of their regular duties, to complete an annual Racial Profiling Report containing certain demographic data intended to insure, along with internal policy, that prohibited racial profiling is not occurring.

There are multiple levels of reporting. The Alvin Police Department, because our patrol vehicles are equipped with audio and video recording devices that record every stop, are required to complete a "Tier 1, Partial Exemption" report which must be submitted annually to both the Texas Commission on Law Enforcement (TCOLE) and the local governing body of the police agency.

## **RECOMMENDATION:**

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Acknowledge receipt of the Police Department's 2014 Racial Profiling Report.

## **ATTACHMENTS:**

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- |   |    |
|---|----|
| 1. APD 2014 Racial Profiling Report             | 4. |
| 2. APD 2014 Racial Profiling Report Power Point | 5. |
| 3. Memo from C. Fontenot dated 1-21-2015        | 6. |

**Submitted by:**

Chad Fontenot

Digitally signed by Chad Fontenot  
DN: cn=Chad Fontenot, o=City of Alvin,  
ou=Alvin Police Department,  
email=chfontenot@cityofalvin.com, c=US  
Date: 2015.01.21 16:41:40 -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, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2015.02.12 11:39:24 -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: 2015.02.12 13:23:17 -0600

**City Manager**



# ALVIN POLICE DEPARTMENT

## Racial Profile Reporting for 2014

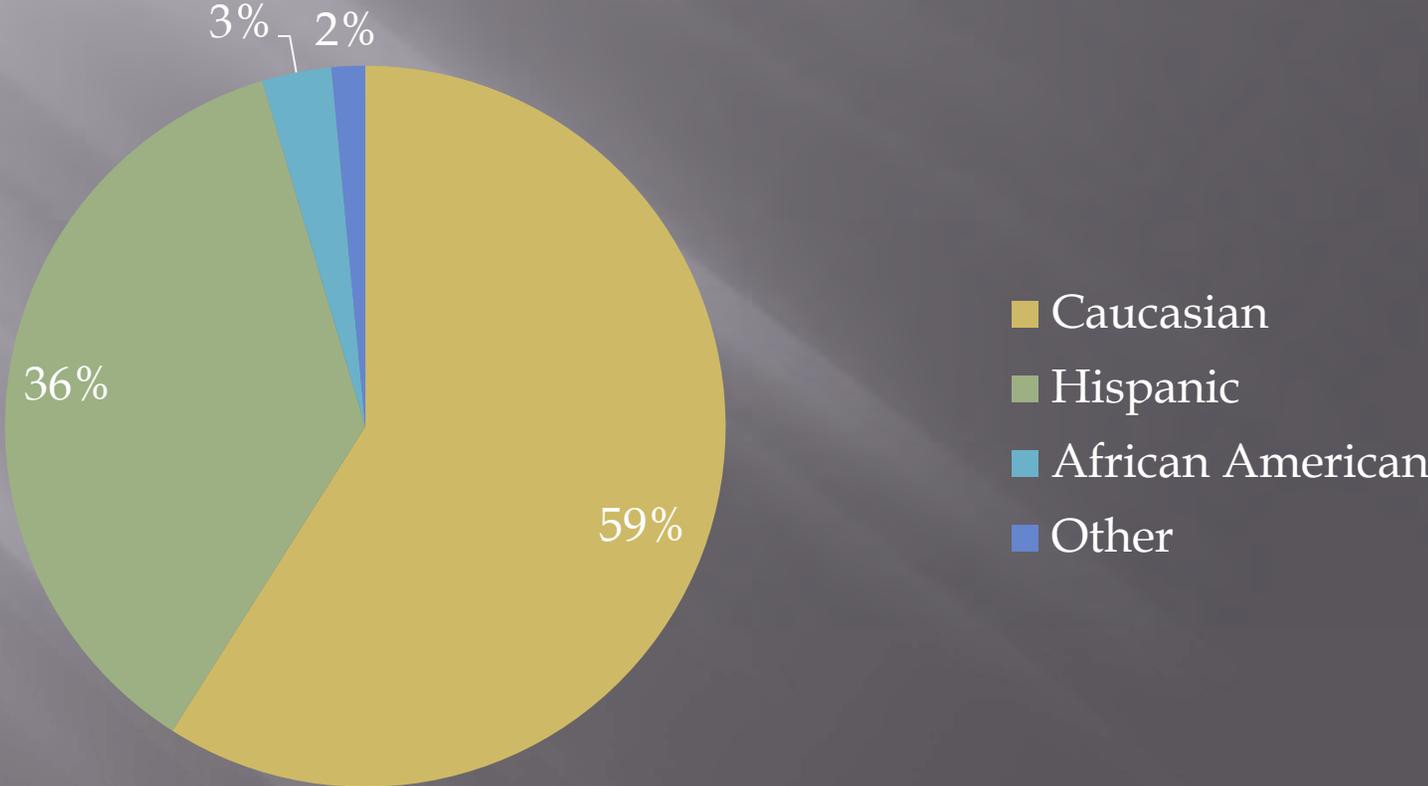
(as required by TX CCP 2.134)

Chief R.E. Lee

Prepared by Capt. C. Fontenot, January 21, 2015

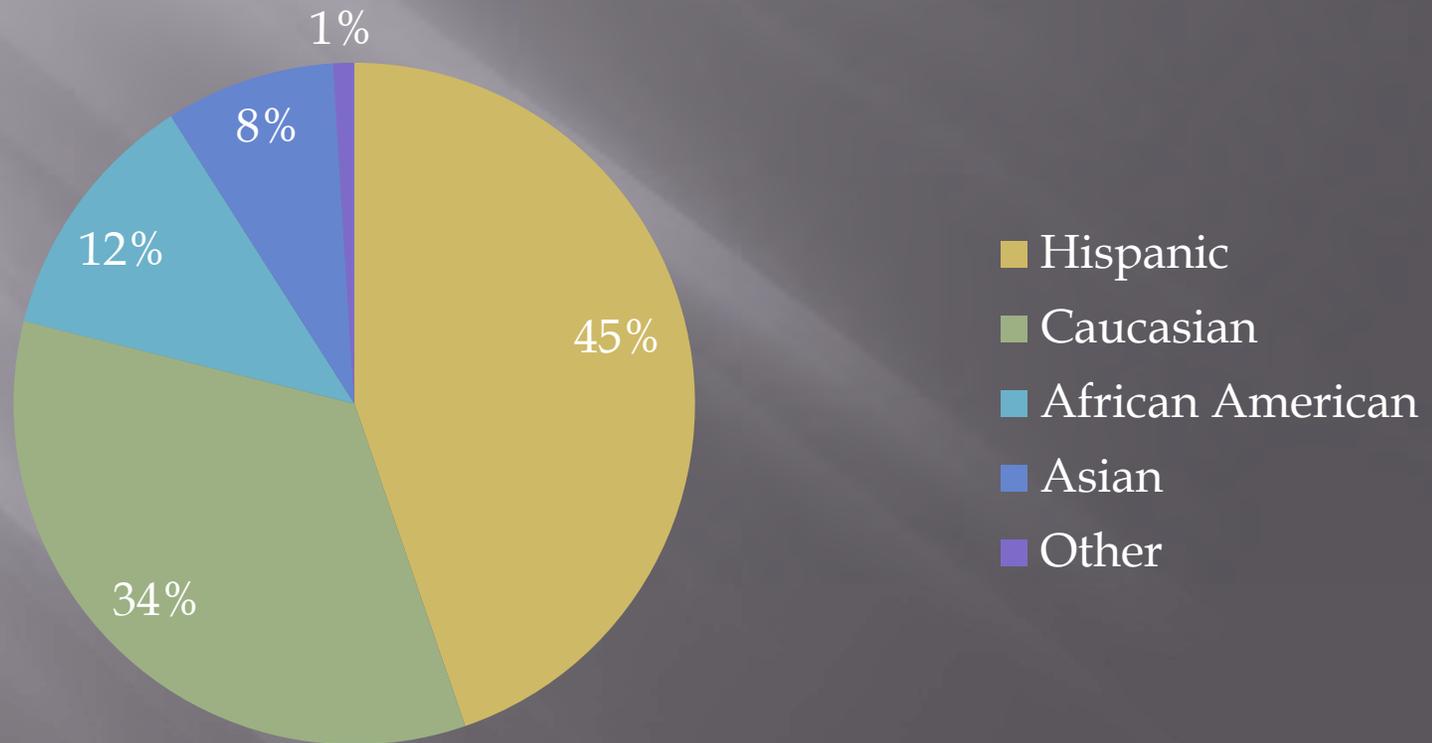
# City of Alvin Demographics

Demographics, 2010 US Census



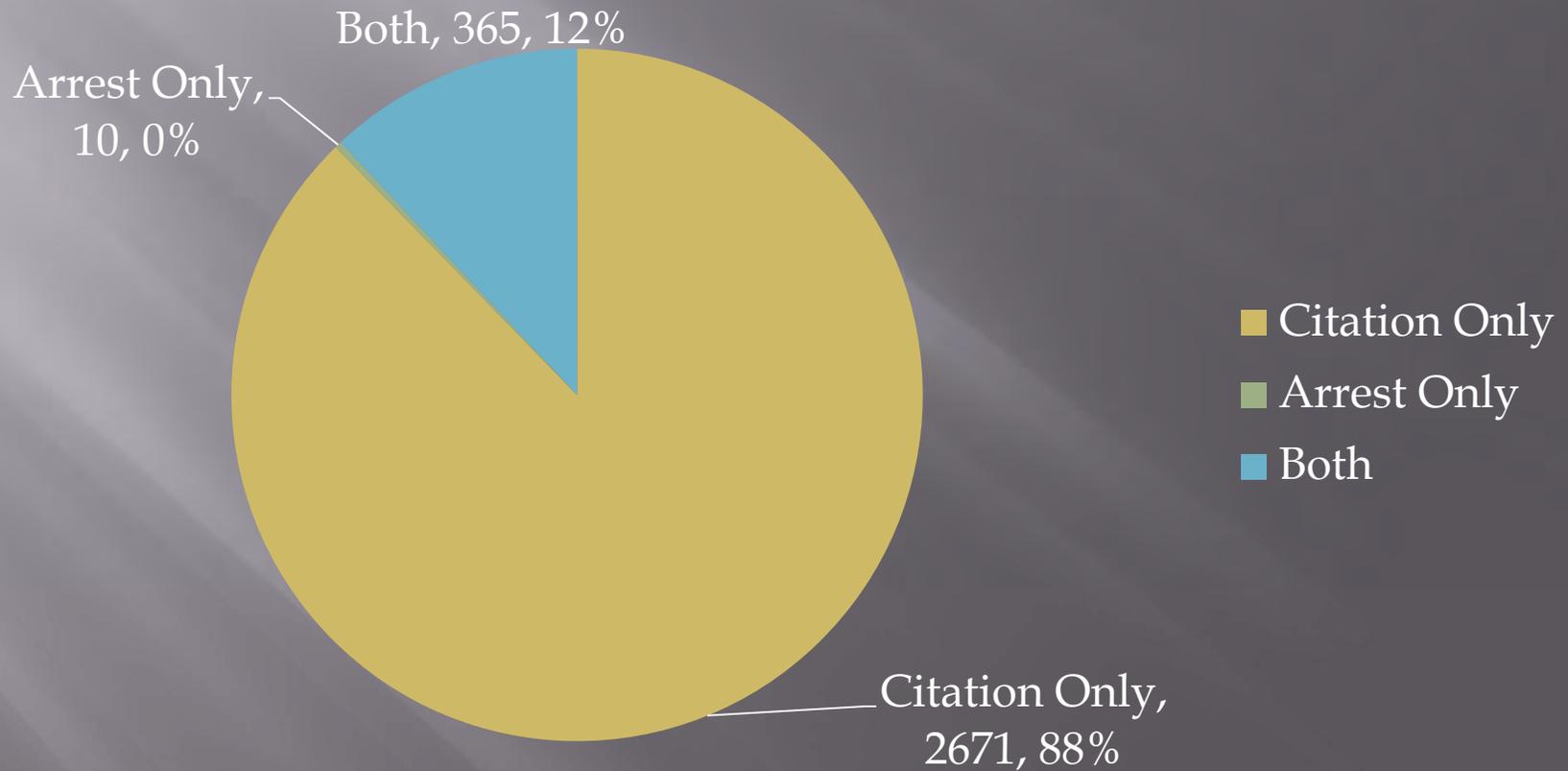
# Alvin ISD Demographics

Alvin ISD by Student Ethnicity  
(posted alvinisd.net as of 2/12/2013)

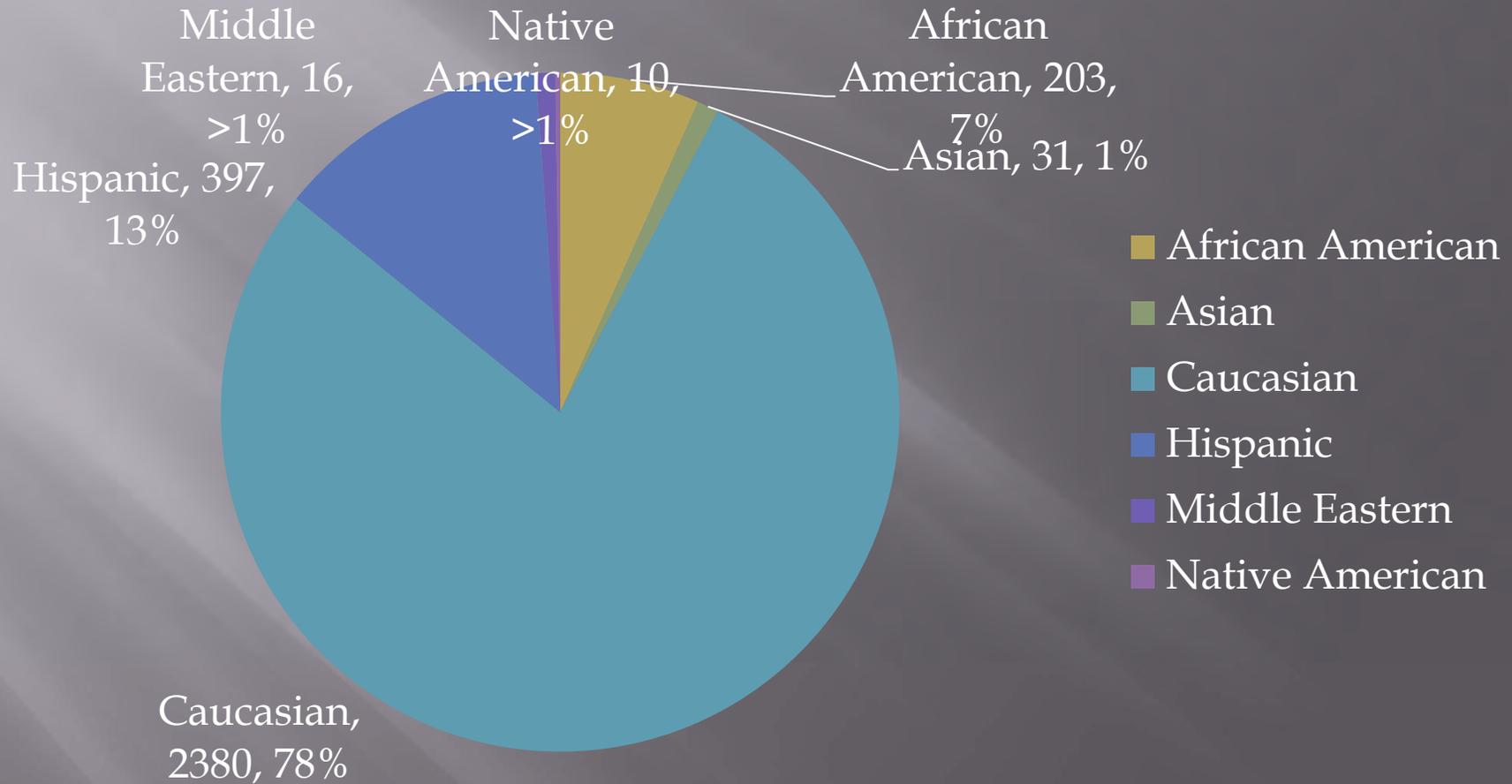


# Traffic Stop Arrest/Citation Data

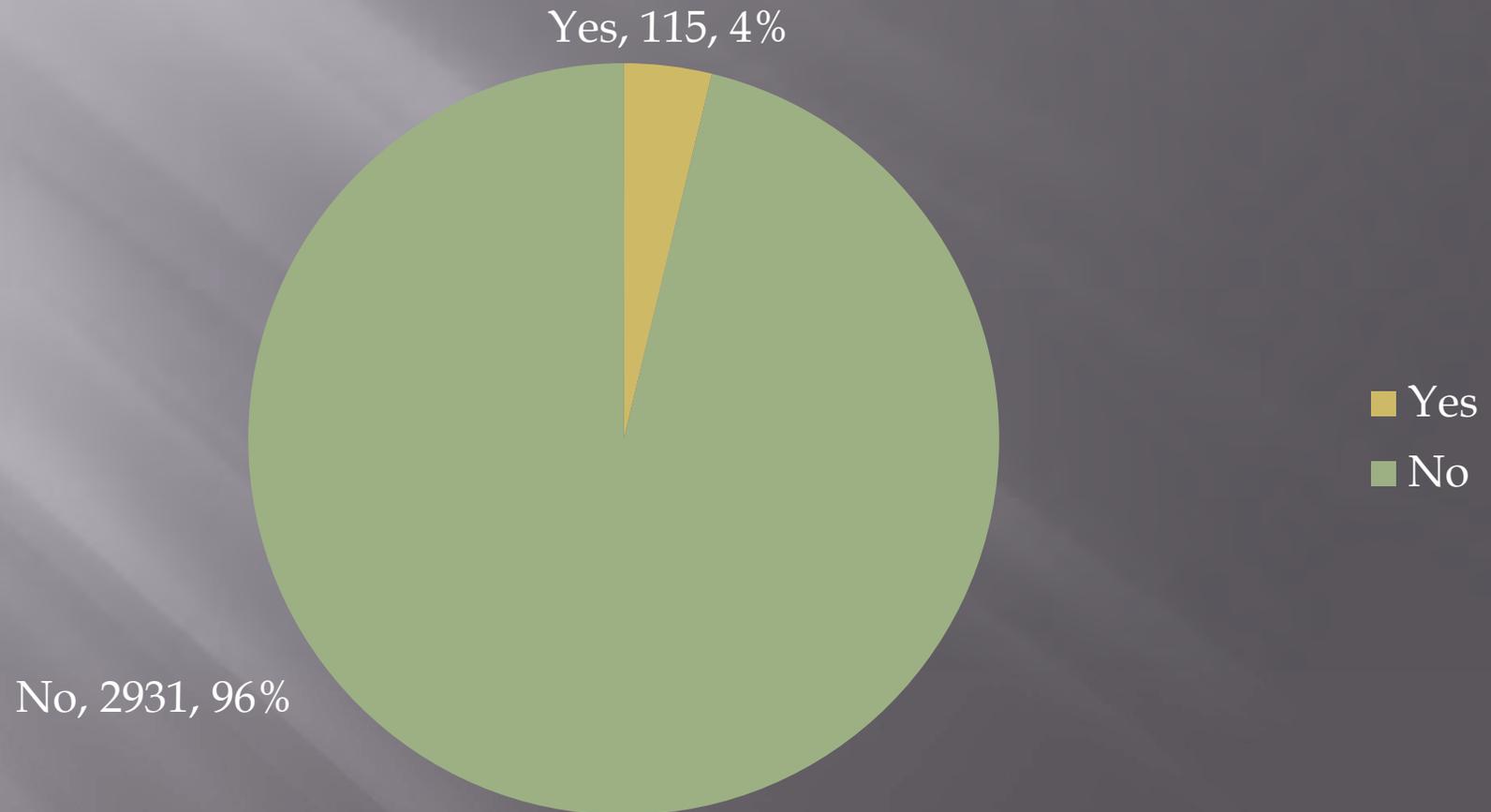
## Alvin PD 2014 Motor Vehicle Stops



# APD stops by Race or Ethnicity

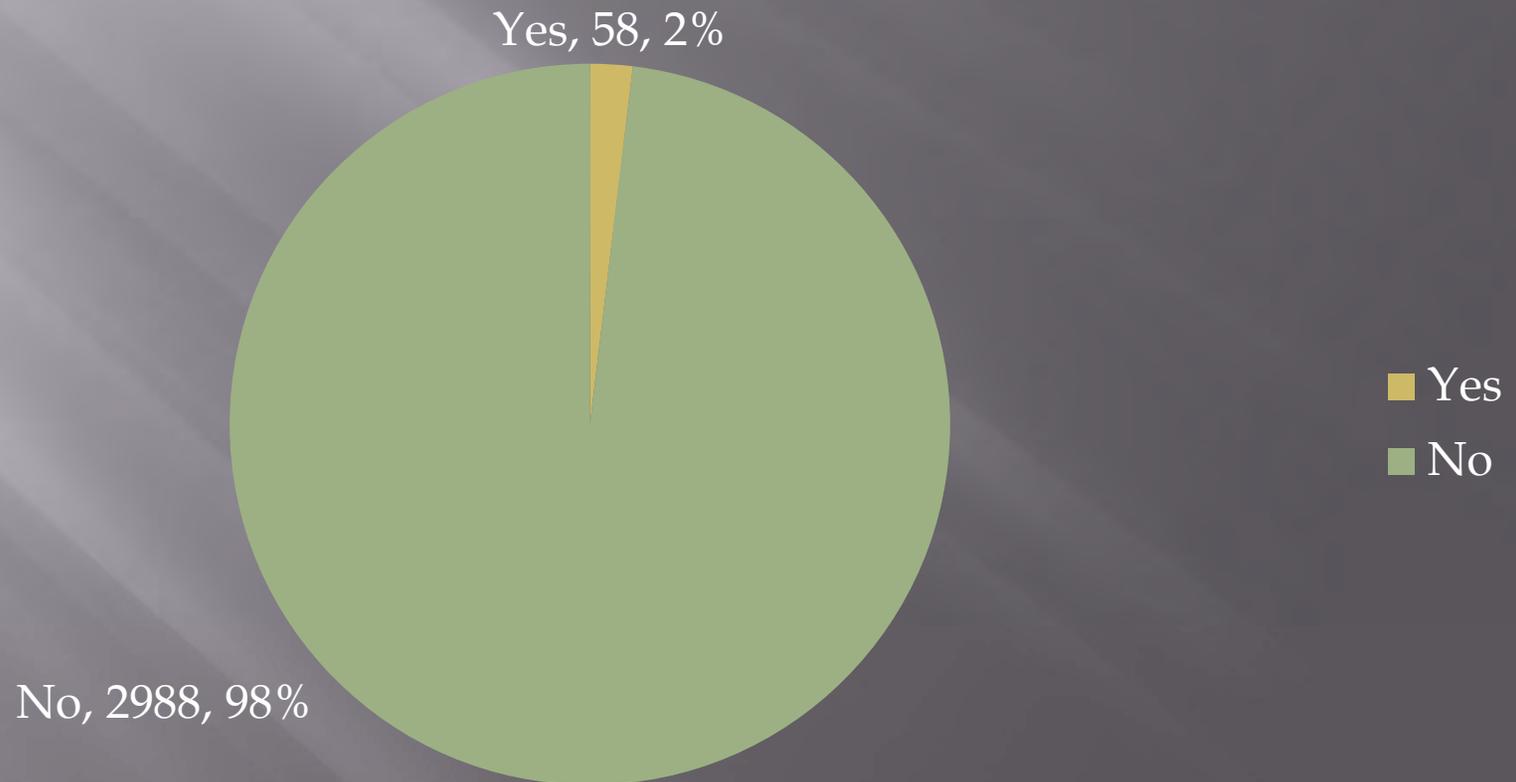


# Race or Ethnicity Known Prior to Stop



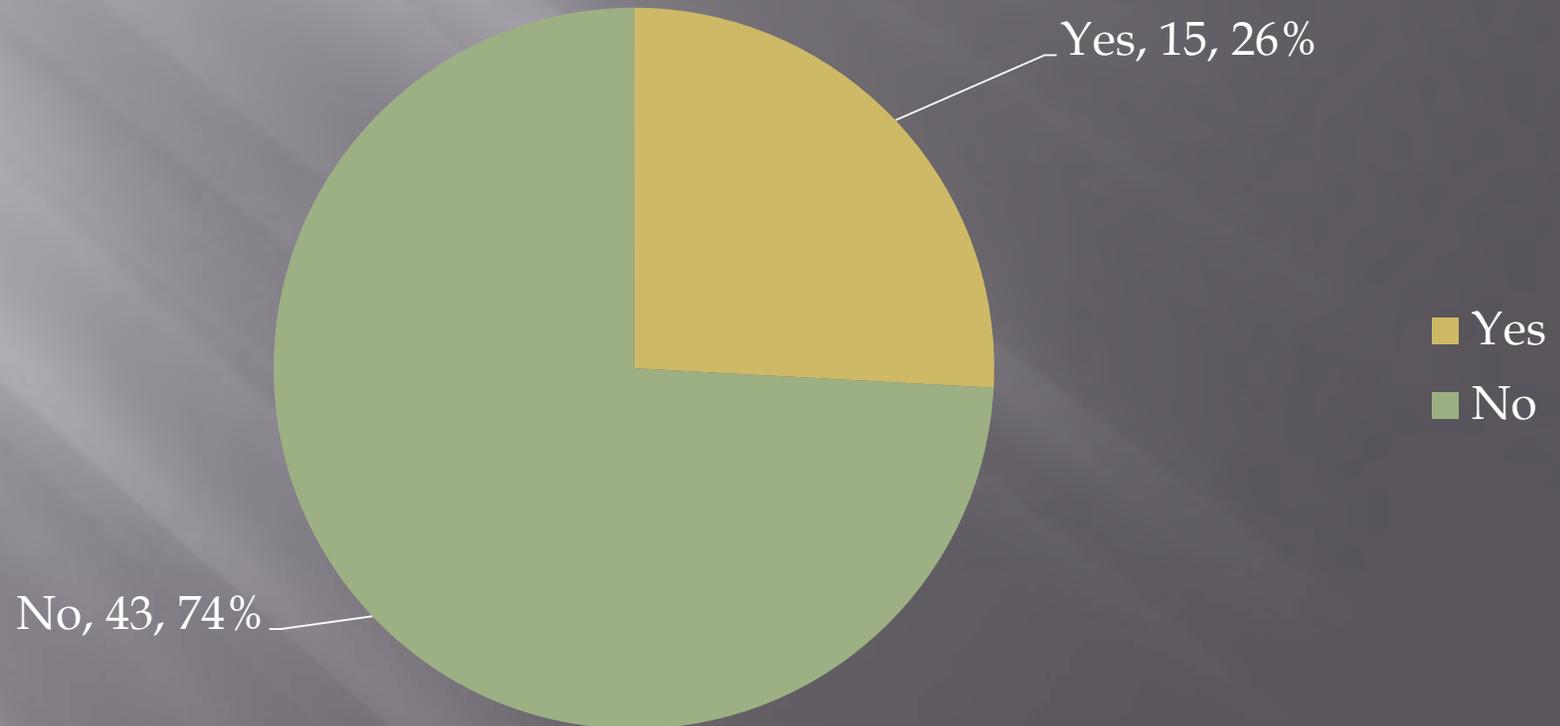
# Searches Conducted

Total = 3046



# Search Consented?

Total = 58





## INTEROFFICE MEMORANDUM

TO: Chief Robert Lee  
FROM: Capt. Chad Fontenot  
DATE: January 21, 2015  
SUBJECT: Alvin PD's 2014 Racial Profiling Report

Chief Lee,

Alvin PD's 2014 Racial Profile Report, as required by Article 2.132 of the Code of Criminal Procedure has been completed. We are abiding by all requirements of the statute.

In 2014, the report generated by the Department's Brazos Technology software (the department's electronic ticket writers adopted in late 2013) shows that our department made a total of 3,046 traffic stops that resulted in court citations. The Brazos-generated report is a standard racial profiling report accepted by the State and used by numerous Texas police departments.

It should be noted that this report shows a sharp decline in traffic stops. For example, total traffic stops shown for 2012 were 5,465 and in 2013 the total was 7,399. The reason for the apparent drop in traffic stop numbers is that in our previous reporting, which used AutoCite software, the total traffic stops that resulted in a court citation or a warning were included in the data. Brazos on the other hand only includes only stops that resulted in a court citation as required by CCP. Essentially, we were previously reporting more than was required by the statute.

csf



# AGENDA COMMENTARY

**Discussion Date:** 02/19/2015

**Approval Date:** 02/19/2015

**Submitted By:** Dan Kelinske

## **SUBJECT:**

---

Consider request by the Alvin Parks and Recreation Department to designate city owned property, located between the American Legion Post 129 building (206 S. Durant) and water well #4 (300 S. Durant), designated as Easton (Alvin) Lot H-1 as the site to develop a community garden.

## **DISCUSSION:**

---

Presentation by Alvin Parks and Recreation to request approval designating city owned property, located between the American Legion Post 129 building (206 S. Durant) and water well #4 (300 S. Durant), designated as Easton (Alvin) Lot H-1 as the site to develop a community garden.

## **RECOMMENDATION:**

---

Move to approve designation of a community garden inside Lot H-1.

## **ATTACHMENTS:**

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- |                                    |    |
|------------------------------------|----|
| 1. Aerial Map of proposed location | 4. |
| 2. Resources                       | 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: 2015.02.03 17:10:41 -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, o=City of Alvin, ou=Legal Department, email=jkacz@cityofalvin.com, c=US  
Date: 2015.02.12 10:48:41 -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: 2015.02.12 13:21:03 -0600  
**City Manager**

# Proposed Community Garden Location



<b>Community Garden Resources</b>	<b>Numbers</b>	<b>Organization</b>	<b>E-mail</b>
Lee Ann		Brazoria Cty WIC	
Christi Strange		AHS - NHS	<a href="mailto:cstrange@alvinisd.net">cstrange@alvinisd.net</a>
Lee Blatt		AHS-Student Co	<a href="mailto:lblatt@alvinisd.net">lblatt@alvinisd.net</a>
Rebeckah Reed	281.661.8885	WIC Nutritionist	<a href="mailto:beccab@brazoria-county.com">beccab@brazoria-county.com</a>
Lisa Savage		AHS Principal	<a href="mailto:lsavage@alvinisd.net">lsavage@alvinisd.net</a>
Monica Rojas	409-739-3455	Girl Scouts	<a href="mailto:monica@monicarojas.com">monica@monicarojas.com</a>
Amy Hughey	281-245-3016	AISD SpED	<a href="mailto:ahughey@alvinisd.net">ahughey@alvinisd.net</a>
Bel Sanchez	281-968-7133	CIS/AFCC	<a href="mailto:bsanchez@cistxjv.org">bsanchez@cistxjv.org</a>
Cathy Woitena	281-585-3112	YMCA	<a href="mailto:Catherine.Woitena@ymcahouston.org">Catherine.Woitena@ymcahouston.org</a>

**Community Garden Partners**

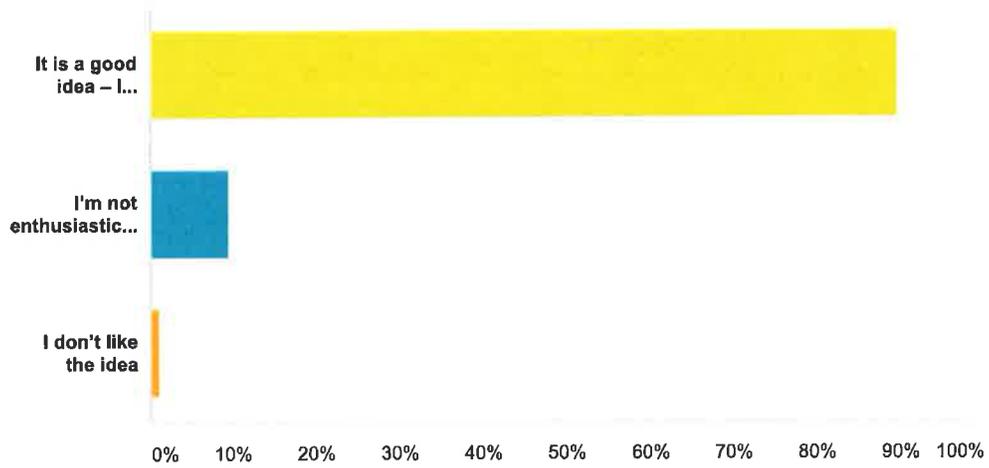
Paul Froberg			
Home Depot- Chris Pettigrew	281-585-6164		
Texan Fence			
Living Earth	281-431-3400		26.00 yard Ultra Soil 30.00 Yard Rose Soil

## Community Garden Expenses

Fenceing	\$ 5,400.00
Soil	\$ 104.00
Plants	\$ 250.00
Bed Materials (landscape temb	\$ 303.00
Signage	
Water Materials	
Total	\$ 6,057.00

### Q1 How do you feel about a community garden in the City of Alvin?

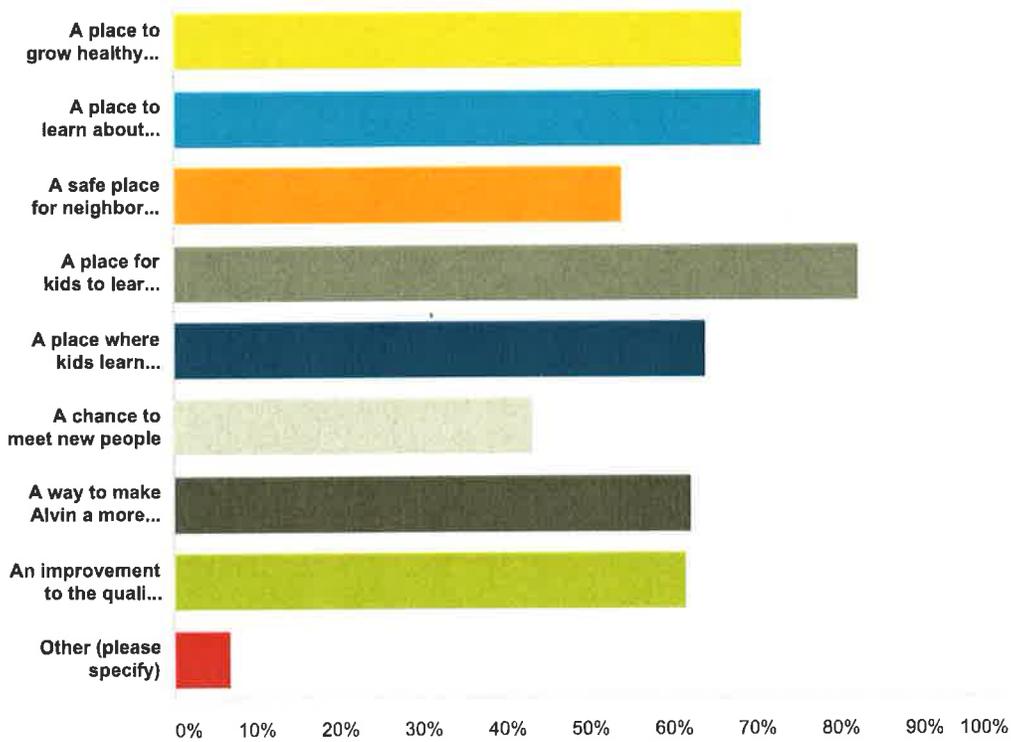
Answered: 182 Skipped: 2



Answer Choices	Responses
It is a good idea – I support it	89.56% 163
I'm not enthusiastic but it is OK with me	9.34% 17
I don't like the idea	1.10% 2
<b>Total</b>	<b>182</b>

### Q2 What do you want the community garden to be?(Please check all that apply)

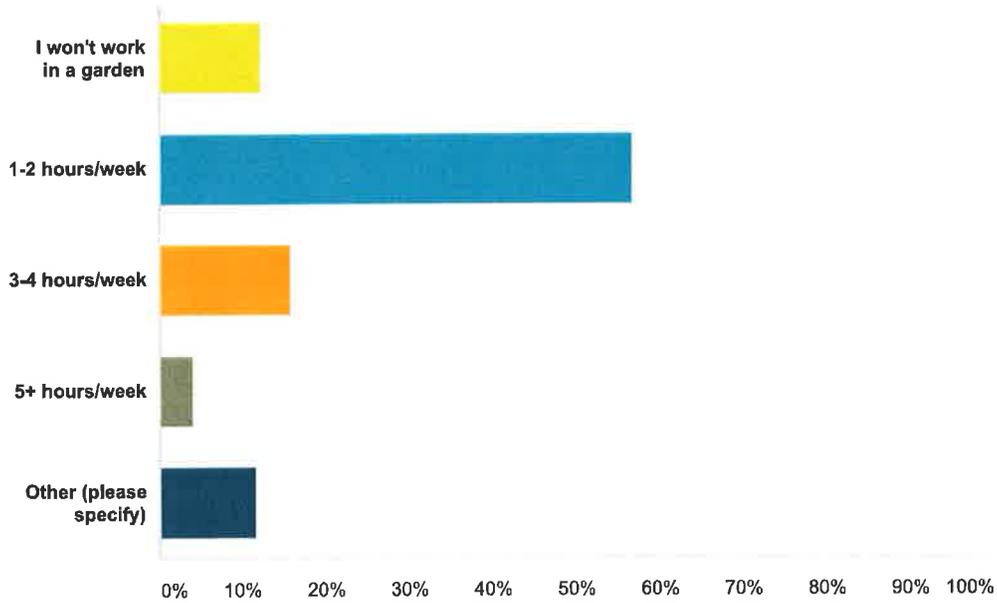
Answered: 179 Skipped: 5



Answer Choices	Responses	Count
A place to grow healthy food for myself and my family	68.16%	122
A place to learn about gardening	70.39%	126
A safe place for neighbors to meet and socialize	53.63%	96
A place for kids to learn about plants and healthy food	82.12%	147
A place where kids learn skills and get adult mentoring	63.69%	114
A chance to meet new people	43.02%	77
A way to make Alvin a more green and sustainable town	62.01%	111
An improvement to the quality of life in Alvin.	61.45%	110
Other (please specify)	6.70%	12
<b>Total Respondents: 179</b>		

### Q3 How much time would you be willing to spend working in a community garden?

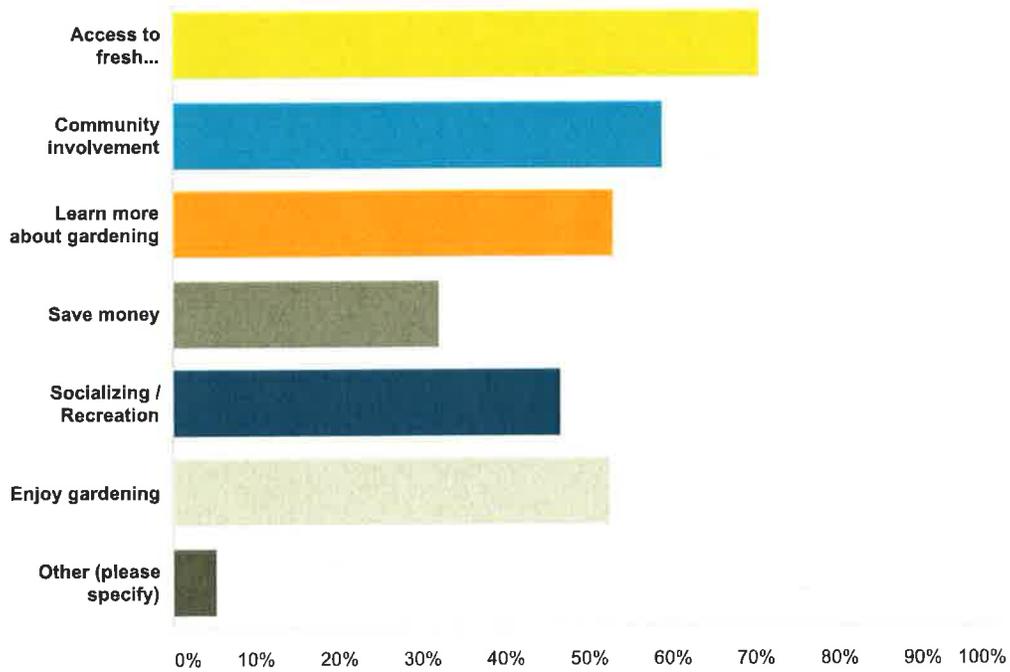
Answered: 173 Skipped: 11



Answer Choices	Responses	
I won't work in a garden	12.14%	21
1-2 hours/week	56.65%	98
3-4 hours/week	15.61%	27
5+ hours/week	4.05%	7
Other (please specify)	11.56%	20
<b>Total</b>		<b>173</b>

### Q4 Why would you participate in the community garden? (Please check all that apply)

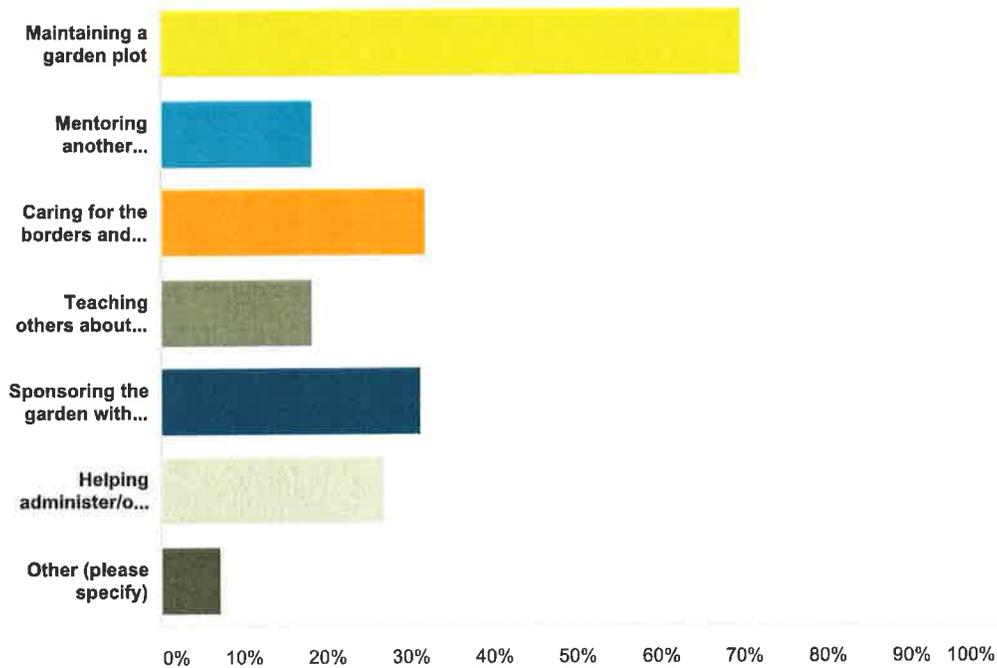
Answered: 172 Skipped: 12



Answer Choices	Responses	Count
Access to fresh vegetables	70.35%	121
Community involvement	58.72%	101
Learn more about gardening	52.91%	91
Save money	31.98%	55
Socializing / Recreation	46.51%	80
Enjoy gardening	52.33%	90
Other (please specify)	5.23%	9
<b>Total Respondents: 172</b>		

### Q5 What kind of activities would you be interested in doing at a community garden? (Please check all that apply)

Answered: 154 Skipped: 30



Answer Choices	Responses	
Maintaining a garden plot	69.48%	107
Mentoring another gardener	18.18%	28
Caring for the borders and common areas of the garden	31.82%	49
Teaching others about gardening	18.18%	28
Sponsoring the garden with donations (money and/or supplies).	31.17%	48
Helping administer/organizing the garden.	26.62%	41
Other (please specify)	7.14%	11
<b>Total Respondents: 154</b>		

**Q6 Do you know of any other groups or persons who might be interested in this project? Let us know who we should collaborate with ~ contact information is appreciated.**

Answered: 33 Skipped: 151

#	Responses	Date
1	Large businesses, the kids need alternate activities, so youth about 7-13, YMCA, etc	1/30/2015 8:31 PM
2	garden club, daylily society	1/29/2015 1:07 PM
3	Alvin High School - Ag Dept. 281-245-2609	1/29/2015 11:11 AM
4	Alvin High School Ag. Dept.	1/29/2015 7:59 AM
5	Kroger, HEB	1/29/2015 7:17 AM
6	Extension Homemakers club	1/29/2015 6:58 AM
7	No	1/29/2015 6:48 AM
8	mcarns@yahoo.com and seashellsyl@yahoo.com	1/29/2015 5:34 AM
9	The Alvin Girl Scouts and Boy Scouts would probably be interested	1/28/2015 11:57 PM
10	If there is a garden club in Alvin. Some of the seniors at the Senior citizens center.	1/28/2015 11:02 PM
11	FFA and 4-H	1/28/2015 10:29 PM
12	AHS National Merit Society	1/28/2015 8:43 PM
13	No	1/28/2015 7:15 PM
14	No	1/28/2015 7:13 PM
15	ymca aka ME :) -Cathie	1/28/2015 5:17 PM
16	Scouts 4-H	1/28/2015 4:15 PM
17	Alvin Community College - Dwight Rhodes	1/28/2015 4:04 PM
18	Brazoria County Master Gardener mentor?	1/28/2015 12:11 PM
19	Alvin Lutheran Church	1/28/2015 11:20 AM
20	I am the FFA Advisor and would bring my kids out to the garden to work.	1/28/2015 9:12 AM
21	Can we get the schools involved?	1/28/2015 9:11 AM
22	No I don't.	1/28/2015 8:46 AM
23	ACC	1/28/2015 8:28 AM
24	Boy/ Girl Scout Troops	1/28/2015 8:25 AM
25	Soroptimist of Alvin	1/27/2015 5:37 PM
26	Brazoria County Master Gardeners	1/26/2015 9:34 PM
27	Galveston County Master Gardeners, Brazoria County Master Gardeners	1/26/2015 8:37 PM
28	Hillcrest village	1/26/2015 8:14 PM
29	city if harker heights	1/26/2015 4:42 PM

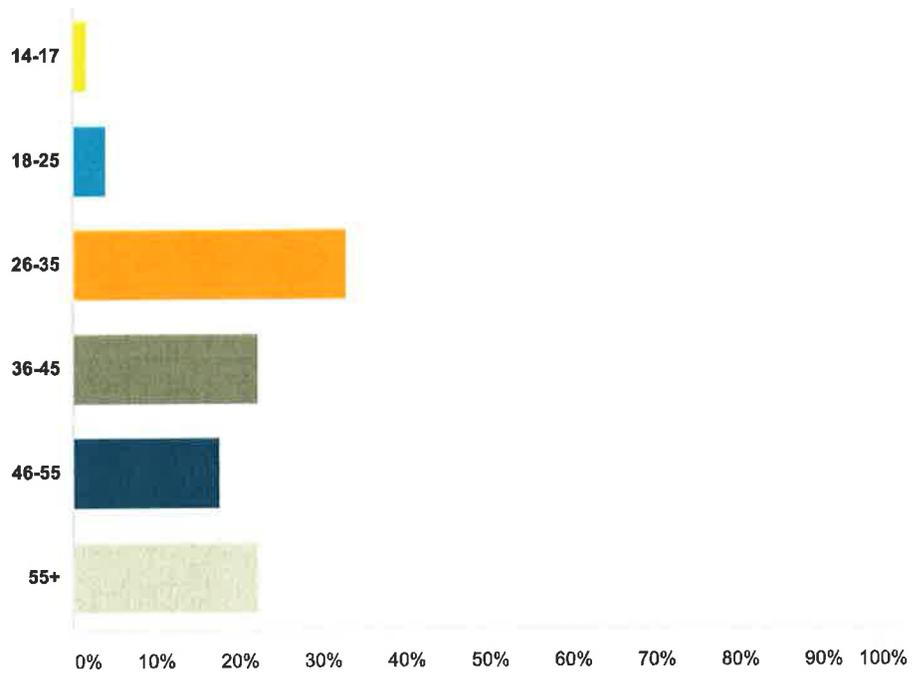
## Community Garden

SurveyMonkey

30	No	1/26/2015 4:01 PM
31	Boy Scouts or Girl Scouts possibly for Eagle or Silver/Gold Awards. Shawn Hoover 281-728-6066	1/26/2015 3:51 PM
32	New hope Church	1/26/2015 3:50 PM
33	Keep Alvin Beautiful, Urban Harvest, Keep Pearland Beautiful	1/26/2015 3:45 PM

### Q7 Please select an age range

Answered: 177 Skipped: 7



Answer Choices	Responses
14-17	1.69% 3
18-25	3.95% 7
26-35	32.77% 58
36-45	22.03% 39
46-55	17.51% 31
55+	22.03% 39
<b>Total</b>	<b>177</b>

## Michelle Nesrsta

---

**From:** Monica Rojas <monica@monicarojas.com>  
**Sent:** Monday, January 26, 2015 6:52 PM  
**To:** Michelle Nesrsta  
**Subject:** Alvin Community Garden

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Definitely we are interested. Is there anything you can tell me about the program. We have a community wide meeting with all leaders on Feb 12th and would like to introduce the ideas.

Monica Rojas, ABR, CRS, CDPE, GRI, MCNE, SMP  
Broker/Owner, RE/MAX 1st Choice  
409-927-2000 Office  
409-739-3455 Cell  
[www.monicarojas.com](http://www.monicarojas.com)

## Michelle Nesrsta

---

**From:** Amy Hughey <ahughey@alvinisd.net>  
**Sent:** Wednesday, January 28, 2015 11:11 AM  
**To:** Michelle Nesrsta  
**Subject:** RE: Community Garden

We would love to be involved! Alvin High School has a transition program for our special education students, which focuses on their ability to access and be a part of their community. We also have fundamentals classes (life skills) who would probably love to participate as well. However you can imagine working with us, we would love the opportunity!

Thanks,  
Amy Hughey  
Special Education Department Chair  
Alvin High School  
(281) 245-3016

**From:** Michelle Nesrsta [mailto:[mnesrsta@psf.cityofalvin.com](mailto:mnesrsta@psf.cityofalvin.com)]  
**Sent:** Wednesday, January 28, 2015 10:56 AM  
**To:** Amy Hughey  
**Subject:** Community Garden

Hi Amy,  
I am very excited about a new project we are working on and hopefully will be under construction very soon! We will hopefully be adding the Alvin Community Garden to our list of parks ! Alvin Parks and Recreation have joined forces with local businesses to construct the garden and provide some educational classes on numerous gardening topics at little or no cost to the public. I am contacting you specifically to see if this is something you think AISD special education services would be interested in participating in. Please let me know if this project is something you would be interested in being involved with. We have put together a community survey, if you get a chance to take the survey we would greatly appreciate it! <https://www.surveymonkey.com/s/FGPHL3T>  
I look forward to hearing from you.

**Michelle Nesrsta**  
**Recreation Manager**  
**City of Alvin**  
**281 - 388 - 4327**



# AGENDA COMMENTARY

Discussion Date: 02/19/2015

Approval Date: 02/19/2015

Submitted By: Bobbi J. Kacz

## SUBJECT:

---

Consider Addendum No. 11 to the Contract for Refuse Collection and Disposal Services with Progressive Waste Solutions providing for the added service of an annual collection of unbundled items in addition to the current weekly collection of bundled items and also amending the bi-annual community wide clean-up event to an annual event to be held in the Spring; and authorize the Mayor to sign.

## DISCUSSION:

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The current contract with Progressive provides for collection of up to 6 yards of debris per week collected via normal trash collection and requires customers to tie and bundle the material. Progressive now offers an additional service to all citizens for unbundled debris once a year during the spring. There are no additional fees or charges to the citizens that use this service although they are required to contact Progressive to schedule this service.

In exchange for this additional service, Progressive requests the City forgo the Fall clean-up event held at ACC, but continue the community wide clean-up event in the Spring.

## RECOMMENDATION:

---

Move to approve Addendum No. 11 with Progressive and authorize the Mayor to sign.

## ATTACHMENTS:

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- |                               |    |
|-------------------------------|----|
| 1. Addendum #11               | 4. |
| 2. Progressive letter request | 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,  
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Date: 2015.02.12 14:36:37  
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Funds Available:  
**Bobbi J  
Kacz**  
Finance Director

Approved as to Form:  
**Bobbi J  
Kacz**  
City Attorney

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Approved By:  
**Junru  
Roland**  
City Manager

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Date: 2015.02.12 16:15:05 -06'00'

**ADDENDUM NO. 11 TO CITY OF ALVIN  
CONTRACT FOR REFUSE COLLECTION  
AND DISPOSAL SERVICES**

**THIS ELEVENTH ADDENDUM** (“Addendum No. 11”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the “City”) and Progressive Waste Solutions of TX, Inc., (the “Contractor”), the Parties to this Agreement.

**WHEREAS**, the City and the Contractor entered into a Contract for Refuse Collection and Disposal Services on or about August 18, 2005 (the “Original Agreement”);

**WHEREAS**, the City and the Contractor entered into an Addendum No. 1 on or about September 12, 2006 (the “First Addendum”);

**WHEREAS**, the City and the Contractor entered into an Addendum No. 2 on or about March 15, 2007 (the “Second Addendum”);

**WHEREAS**, the City and the Contractor entered into an Addendum No. 3 on or about September 20, 2007 (the “Third Addendum”);

**WHEREAS**, the City and the Contractor entered into an Addendum No. 4 on or about July 21, 2008 (the “Fourth Addendum”);

**WHEREAS**, the City and the Contractor entered into an Addendum No. 5 on or about September 18, 2009 (the “Fifth Addendum”);

**WHEREAS**, the City and the Contractor entered into an Addendum No. 6 on or about September 2, 2010 (The “Sixth Addendum”);

**WHEREAS**, the City and the Contractor entered into an Addendum No. 7 on or about September 1, 2011 (the “Seventh Addendum”);

**WHEREAS**, the City and the Contractor entered into an Addendum No. 8 on or about August 16, 2012 (the “Eighth Addendum”);

**WHEREAS**, the City and the Contractor entered into an Addendum No. 9 on or about August 15, 2013 (the “Ninth Addendum”);

**WHEREAS**, the City and the Contractor entered into an Addendum No. 10 on or about August 21, 2014 (the “Tenth Addendum”);

**WHEREAS**, the Original Agreement, and the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, and Tenth Addendums to the Original Agreement are hereby collectively referred to as the “Agreement”;

**WHEREAS**, the City and the Contractor desire to add a section (iv) titled “Unbundled Brush” to Section 9(d)(3), providing for collection of unbundled brush; and

**WHEREAS**, additionally, the City and the Contractor desire to amend Section 9(d)(5) deleting one of the two community wide clean-up events.

**WITNESSETH:**

**NOW, THEREFORE**, and in consideration of the mutual covenants and promises contained herein, City and Contractor hereby agree as follows:

**I.**

The Contract is amended by adding Addendum No. 11 to the Contract which contains the following provisions:

1. Residential. - Section 9(d)(3) is amended by adding the following section:

(iv) Unbundled Brush. The Contractor will collect unbundled brush using their bulk truck in addition to the pickups listed in Section 9(d)(3)(iii). This unbundled brush collection service will be provided once a year for all residents with a defined period of approximately five (5) weeks for the entire city, generally starting the week after Spring break. Residents will be required to contact Progressive Waste Solutions of Texas to schedule this service. There will be no additional charge(s) or fee(s) to the City or residents for this service. Unbundled brush cannot exceed six (6) cubic yards in total volume.

2. Bi-Annual Clean-up. Section 9(d)(5) is amended as follows:

The Contractor will provide roll-off containers ~~twice~~once a year for a spring ~~and fall~~ community wide clean-up event. ~~These~~This services shall be provided at no cost to the City.

**III.**

Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Contract and Addendum No. 11, the provisions of Addendum No. 11 shall control. Addendum No. 11 may only be amended, modified or supplemented by written agreement and signed by all the parties

The Agreement and the 11th Addendum represent the entire agreement among the parties with respect to the matters that are the subject hereof.

**IN WITNESS WHEREOF**, the parties have made and executed Addendum No. 11 to the Contract for Refuse Collection and Disposal Services in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

**CONTRACTOR:**

Progressive Waste Solutions of Texas, Inc.

**CITY:**

City of Alvin, Texas

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

Name:

Title:

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

Paul A. Horn

Mayor

**ATTEST/SEAL**

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

Dixie Roberts

City Clerk

**APPROVED AS TO FORM:**

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

Bobbi Kacz

City Attorney



Alvin Committee on Solid Waste

November 14, 2014

Dear Adam Arendell, Keith Thompson, Joyce Kubeczka, Amy Mallet:

I appreciate the time we spent on Tuesday November 11, 2014 speaking on the solid waste issues in Alvin. I believe that we have improved the service to the citizens of Alvin on the daily curbside trash and recycle collection. We spoke about possible changes to the bulk service that might enhance the current service that the city receives on the contract. I have taken the time to outline a few possibilities. I would be willing to discuss any of these or other ideas to enhance the solid waste collection in Alvin.

**Bulk Collection with the brush truck.** Currently, customers are asked to tie and bundle up to 6 yards of debris per week that is collected via the normal trash collection. Progressive Waste Solutions would be willing to offer a city wide collection with the bulk truck for unbundled items above and beyond the weekly collection. This collection would be advertised and organized by the current collection day. Residents would be asked to call and schedule a collection based on their current collection day prior to a designated week, beginning the week after Spring Break (suggested to start week after Spring Break). Progressive Waste would then schedule and route their area's collection week and we would send the truck out to collect their unbundled / additional pick up items. We feel that based on the Alvin's current size and potential volume we could cover each route day in about a week's time. For example, we would start with Monday and collect in the Monday area all of the scheduled pick up over a period of one week. The following week we would work in the Tuesday collection area, and so on. This collection period would last approximately 5 weeks. I feel that if we were to provide this service for the city wide effort the city might forgo one of the semi- annual clean ups held at the College, possibly the fall collection. There would be no additional charges or fees to the city or the residents during this period one time per year.

A handwritten signature in black ink that reads "Mike Wilson".

**Mike Wilson**

**Assistant District Manager  
Progressive Waste Solutions  
827 West Highway 6  
Alvin Texas 77511**

**Phone 281-331-0810 Ext 3310**



# AGENDA COMMENTARY

Discussion Date: 02/19/2015

Approval Date: 02/19/2015

Submitted By: D. Roberts

## SUBJECT:

Consider Joint Election Agreement and Contract for Election Services with Joyce Hudman, County Clerk, Brazoria County, Texas for the May 9, 2015 election; and authorize Mayor to sign.

## DISCUSSION:

The total amount of this contract has not yet been determined. After the filing deadline of February 27th we will know which political subdivisions will be holding elections. The price of the contract depends on how many political subdivisions hold an election. The more elections held; the lower the price per political subdivision.

## RECOMMENDATION:

Motion to approve the Joint Election Agreement and Contract for Election Services with Joyce Hudman, County Clerk, Brazoria County, Texas for the May 9, 2015 election; and authorize Mayor to sign.

## ATTACHMENTS:

- |  |    |
|--|----|
| 1. Agreement/Contract                        | 4. |
| 2. Polling locations - May 9, 2015 elections | 5. |
| 3.   | 6. |

Submitted by:

Dixie  
Roberts

Digitally signed by Dixie Roberts  
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c=US  
Date: 2015.02.04 17:03:41  
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Department Head

Funds Available:

Finance Director

Approved as to Form:

Bobbi J  
Kacz

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Alvin, ou=Legal Department,  
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City Attorney

Approved By:

Junru  
Roland

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City Manager

## **JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES**

THIS CONTRACT by and between CITY OF ALVIN, acting by and through the governing body of hereinafter referred to as "Political Subdivision", and Joyce Hudman, County Clerk of Brazoria County, Texas, hereinafter referred to as "County Clerk", and by authority of section 31.092(a), Texas Election Code, for the conduct and supervision of the Political Subdivisions election to be held on MAY 9, 2015.

### *RECITALS*

Political Subdivision is holding a Municipal Election (at the expense of Political Subdivision) on MAY 9, 2015.

The County owns an electronic voting system, the Hart InterCivic eSlate Voting System (Version 6.1), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

### **I. ADMINISTRATION**

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. County Clerk of Brazoria County shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision agrees to pay Brazoria County for equipment, supplies, services, and administrative costs as provided in this agreement. County Clerk shall serve as the administrator for the Joint Election; however, Political Subdivision shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. County Clerk shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Brazoria County and County Clerk may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Brazoria County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot

on the county's electronic voting system at the applicable polling places. In such cases, costs shall be divided among the participants.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

## II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances. With reference to publications, the "County Clerk" will publish the "Notice of Test of Automatic Tabulating Equipment", but the "Political Subdivision" will publish the "Notice of Election."

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the County Clerk's Election Department.

It is currently unclear whether the preclearance section of the Voting Rights Act of 1965, as amended, applies and whether preclearance is required. If it is determined that preclearance is required, the County Clerk's Election Department, with the assistance of the Brazoria County District Attorney's Office, shall prepare a submission to the United States Department of Justice for preclearance of the joint election procedures and polling places, pursuant to the Voting Rights Act of 1965, as amended. If preclearance is required, each Political Subdivision shall provide necessary documentation for preclearance and this submission to the Department of Justice shall be made on behalf of all political subdivisions participating in joint elections on MAY 9, 2015 .

## III. STATUTORY COMPLIANCE

Political subdivisions shall follow all applicable State and Federal laws related to Elections including but not limited to Sec. 52.072 of the Election Code, which states, "a proposition on the ballot shall be printed on the ballot in the form of a single statement". **Failure to do so may prohibit the political subdivision's participation in a Joint Election.**

## IV. VOTING LOCATIONS

The County Clerk's Election Office shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the county. The proposed voting locations are listed in Attachment "A" of this agreement. In the event a voting location is not available, the Elections Department will arrange for use of an alternate location with the approval of Political Subdivision. The Elections Department shall notify Political Subdivision of any changes from the locations listed in Attachment "A".

If polling places for the MAY 9, 2015 joint election are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than MAY 8, 2015 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating political subdivision's polling place names and addresses in effect for the MAY 9, 2015 election. Any changes in voting location from those that were used in the MAY 10, 2014 COUNTYWIDE JOINT elections will be posted by the County Clerk's Election Office.

## **V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL**

Brazoria County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The County Clerk shall make emergency appointments of election officials if necessary. Upon request by County Clerk, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Department shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

County Clerk shall arrange for the training and compensation of all election judges and clerks. The Elections Department shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Department notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge will receive compensation at an hourly rate of \$12.00. Each election clerk will receive compensation at an hourly rate of \$10.00. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close. All judges and clerks will receive \$30.00 for attending training.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are temporary part-time employees subject only to those benefits available to such employees.

## **VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT**

The Elections Department shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be

available in those shared polling places where jurisdictions do not overlap. The Elections Department shall provide the necessary voter registration information, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election. If special maps are needed for a particular Political Subdivision, the Election Department will order the maps and pass that charge on to that particular Political Subdivision.

Political Subdivision shall furnish County Clerk a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). This list shall be delivered to the Elections Department as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

## **VII. EARLY VOTING**

The participating authorities agree to conduct joint early voting and to appoint County Clerk as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Political Subdivision agrees to appoint County Clerk's permanent county employees as deputy early voting clerks. The participating authorities further agree that each Early Voting Location will have an "Officer in Charge" that will receive compensation at an hourly rate of \$12.00. The clerks at each location will receive compensation at an hourly rate of \$10.00. Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, County Clerk shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by Political Subdivision shall be forwarded immediately by fax or courier to the Elections Department for processing.

The Elections Department shall, upon request, provide Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

## **VIII. EARLY VOTING BALLOT BOARD**

Brazoria County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Department, shall appoint two or more additional members to constitute the EVBB. The Elections Department shall determine the number of EVBB members required to efficiently process the early voting ballots.

## **IX. CENTRAL COUNTING STATION AND ELECTION RETURNS**

County Clerk shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Janice Evans
Alternate Counting Station Manager:	Brandy Pena
Tabulation Supervisor:	Susan Cloudt
Alternate Tabulation Supervisor:	Brandy Pena
Presiding Judge:	Amanda Little
Alternate Presiding Judge:	Dottie Cornett

The Elections Department will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The Elections Department shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

The Elections Department shall submit all Political Subdivision's precinct by precinct returns to the Texas Secretary of State's Office electronically.

The Elections Department shall post all election night results to our website on election night. [http://www. Brazoriacountyvotes.com](http://www.Brazoriacountyvotes.com).

## **X. ELECTION EXPENSES AND ALLOCATION OF COSTS**

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the cost per polling place. Since we will be switching to "Vote Centers", every political subdivision will be voting at every location. For billing purposes, each "Vote Center" will be assigned precincts in the area and if a political subdivision is on the ballot for any of the assigned precincts, they will share in the cost of that voting location.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be divided equally among the participants utilizing each polling location.

Costs for Early Voting by Personal Appearance will be divided by all Political Subdivisions as follows: Total cost of all 11 locations will be divided by all Political Subdivisions holding elections on MAY 9, 2015. Cost will be based on registered voters.

## **XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION**

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. Political Subdivision is fully liable for any expenses

incurred by Brazoria County on behalf of Political Subdivision. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses.

## **XII. RECORDS OF THE ELECTION**

The County Clerk is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the County Clerk or at an alternate facility used for storage of county records. The Elections Department shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the County Clerk shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the County Clerk any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

## **XIII. RECOUNTS**

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the County Clerk, and that the County Clerk shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Department agrees to provide advisory services to the District as necessary to conduct a proper recount and cost of the recount depends on the size of the election and number of precincts to be recounted.

## **XIV. MISCELLANEOUS PROVISIONS**

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that County Clerk may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.

2. County clerk shall file copies of this document with the Brazoria County Treasurer and the Brazoria County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, County Clerk, and additional election personnel as necessary.

4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

5. The parties agree that under the Constitution and laws of the State of Texas, neither Brazoria County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.

6. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.

7. In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

## **XV. COST ESTIMATES AND DEPOSIT OF FUNDS**

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be DETERMINED AFTER THE ELECTION. Political Subdivision agrees to pay to Brazoria County a deposit of \$2,000.00. This deposit shall be paid to Brazoria County within 10 days after the final candidate filing deadline. The final candidate filing deadline is FEBRUARY 27, 2015. Therefore, deposit is due by MARCH 10, 2015. The exact amount of Political Subdivision's obligation under the terms of this agreement shall be calculated after the MAY 9, 2015 election and if the amount of Political Subdivision's obligation exceeds the amount deposited, Political Subdivision shall pay to Brazoria County the balance due within thirty (30) days after receipt of the final invoice from the County Clerk's Election Department. However, if the amount of Political Subdivision's obligation is less than the amount deposited, Brazoria County shall refund to Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

(1) It has on the \_\_\_\_\_ day of \_\_\_\_\_, 2015 been executed on behalf of Brazoria County by the County Judge or County Clerk pursuant to the Texas Election Code so authorizing;

(2) It has on the \_\_\_\_\_ day of \_\_\_\_\_, 2015 been executed on behalf of Political Subdivision by its Presiding Officer or authorized representative, pursuant to an action of Political Subdivision so authorizing;

BRAZORIA COUNTY

By \_\_\_\_\_  
Joyce Hudman, County Clerk

ATTEST:

POLITICAL SUBDIVISION

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

By \_\_\_\_\_  
Paul A. Horn, Mayor  
CITY OF ALVIN

**POLLING PLACES - 2015 - VOTE CENTERS**

Home Pct #	Polling Place
1	East Annex (Old Walmart), 1524 E Mulberry, Angleton
2	Pct 4 Government Offices, 121 N 10th St, West Columbia
3	Ryan Center, 2925 South Bypass 35, Alvin
4	Brazoria Library, 620 S Brooks, Brazoria
5	Holiday Lakes City Hall, 195 N Texas Ave, Holiday Lakes
6	Liverpool City Hall, 8901 CR 171, Liverpool
7	Freeport Library, 410 Brazosport Blvd, Freeport
8	Oyster Creek City Hall, 3210 FM 523, Oyster Creek
9	Bonney Annex Building, 19025 FM 521, Bonney
12	Drainage District # 4 Building, 4813 W Broadway, Pearland
13	Turner High School, 4717 Bailey Rd, Pearland
14	Sweeny Community Center, 205 W Ashley Wilson Rd, Sweeny
15	Danbury Community Center, 6115 5th St, Danbury
19	Clute City Hall, 108 E Main, Clute
20	Jones Creek Comm House, 7207 Stephen F Austin Rd, Jones Creek
23	Lake Jackson Civic Center, 333 Hwy 332 East, Lake Jackson
24	Richwood City Hall, 1800 N Brazosport Blvd, Richwood
25	Hillcrest Village Municipal Bldg, 200 W Timberlane, Alvin
29	Westside Event Center, 2150 Countryplace Pkwy, Pearland
33	Mims Community Center, 4283 FM 521, Brazoria
38	Surfside Beach City Hall, 1304 Monument Dr, Surfside Beach
39	Alvin Library, 105 S Gordon, Alvin
40	Courthouse North Annex, 7313 Corporate Dr, Manvel
44	Silverlake Recreation Center, 2715 Southwyck Pkwy, Pearland
46	Pearland Library, 3522 Liberty Dr, Pearland
49	Columbia Lakes Conference Center, 188 Freeman Blvd, WC
52	Fellowship Bible Church, 1720 E Broadway, Pearland
55	Courthouse West Annex, 451 N Velasco, Angleton
67	Pearland Westside Library, 2803 Business Center Dr #101, Pearland



# AGENDA COMMENTARY

**Discussion Date:** 02/19/2015

**Approval Date:** 02/19/2015

**Submitted By:** Dixie Roberts

## SUBJECT:

Consider rescheduling the regular City Council meeting of April 2, 2015 to April 9, 2015 and the regular City Council meeting of April 16, 2015 to April 23, 2015.

## DISCUSSION:

Staff requests this change of dates due to the Good Friday Holiday scheduled for Thursday, April 2, 2015. The scheduled meetings for the month of April will be altered by one week.

## RECOMMENDATION:

Move to reschedule the regular City Council meeting of April 2, 2015 to April 9, 2015 and the regular City Council meeting of April 16, 2015 to April 23, 2015.

## ATTACHMENTS:

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

**Submitted by:**

**Dixie  
Roberts**

Digitally signed by Dixie Roberts  
DN: cn=Dixie Roberts, o=City of  
Alvin, ou=City Clerk,  
email=droberts@cityofalvin.com,  
c=US  
Date: 2015.02.10 13:06:58  
+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: 2015.02.12 10:25:49 -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: 2015.02.12 13:17:38 -0600'

**City Manager**



# AGENDA COMMENTARY

Discussion Date: 03/05/2015

Approval Date: 03/05/2015

Submitted By: L. Buehler

## **SUBJECT:**

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Consider modification to the Chapter 380 Agreement with Tomasso's Italian Grill and Seafood Market that includes an additional raised deck/stage.

## **DISCUSSION:**

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City Council approved a 380 agreement with Sal Achille of Tomasso's Italian Grill and Seafood Market on January 22, 2015. This modification is to allow the addition of a 10' x 14' raised deck/stage and stairs to be constructed.

## **RECOMMENDATION:**

---

Staff recommends approval for the modification to the Chapter 380 Agreement with Tomasso's Italian Grill and Seafood Market that includes an additional raised deck/stage.

## **ATTACHMENTS:**

---

- |                                     |                             |
|-------------------------------------|-----------------------------|
| 1. Chapter 380 Agreement (modified) | 4. Tomasso's Request Letter |
| 2. Exhibits                         | 5.                          |
| 3. Building Plans/Specifications    | 6.                          |

Submitted by:

Larry  
Buehler

Department Head

Digitally signed by Larry Buehler  
DN: cn=Larry Buehler, ou=City of Alvin,  
ou=Economic Development,  
email=l.buehler@cityofalvin.com, c=US  
Date: 2015.02.11 13:24:37 -0600

Funds Available:

Finance Director

Approved as to Form:

City Attorney

Approved By:

Junru  
Roland

City Manager

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
ou=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.02.17 07:29:32 -0600

## AGREEMENT

---

THE STATE OF TEXAS           §  
  §  
COUNTY OF BRAZORIA       §

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

This **modified** 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 Company has requested a modification to the Agreement approved by City Council on January 22, 2015, to additional building and construction of a raised deck/stage be included and will be built per exhibits and building plans submitted and approved by the City, 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



Article 9. This Agreement shall be performable and enforceable in Brazoria County, Texas, and shall be construed in accordance with the laws of the State of Texas.

Article 10. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto, and, in the case of the City, with the approval of the City Council.

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 A. Horn, Mayor

ATTEST:

Tommaso's Italian Grill and Seafood Market

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

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

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

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

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

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 A. 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 \_\_\_\_\_, 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)

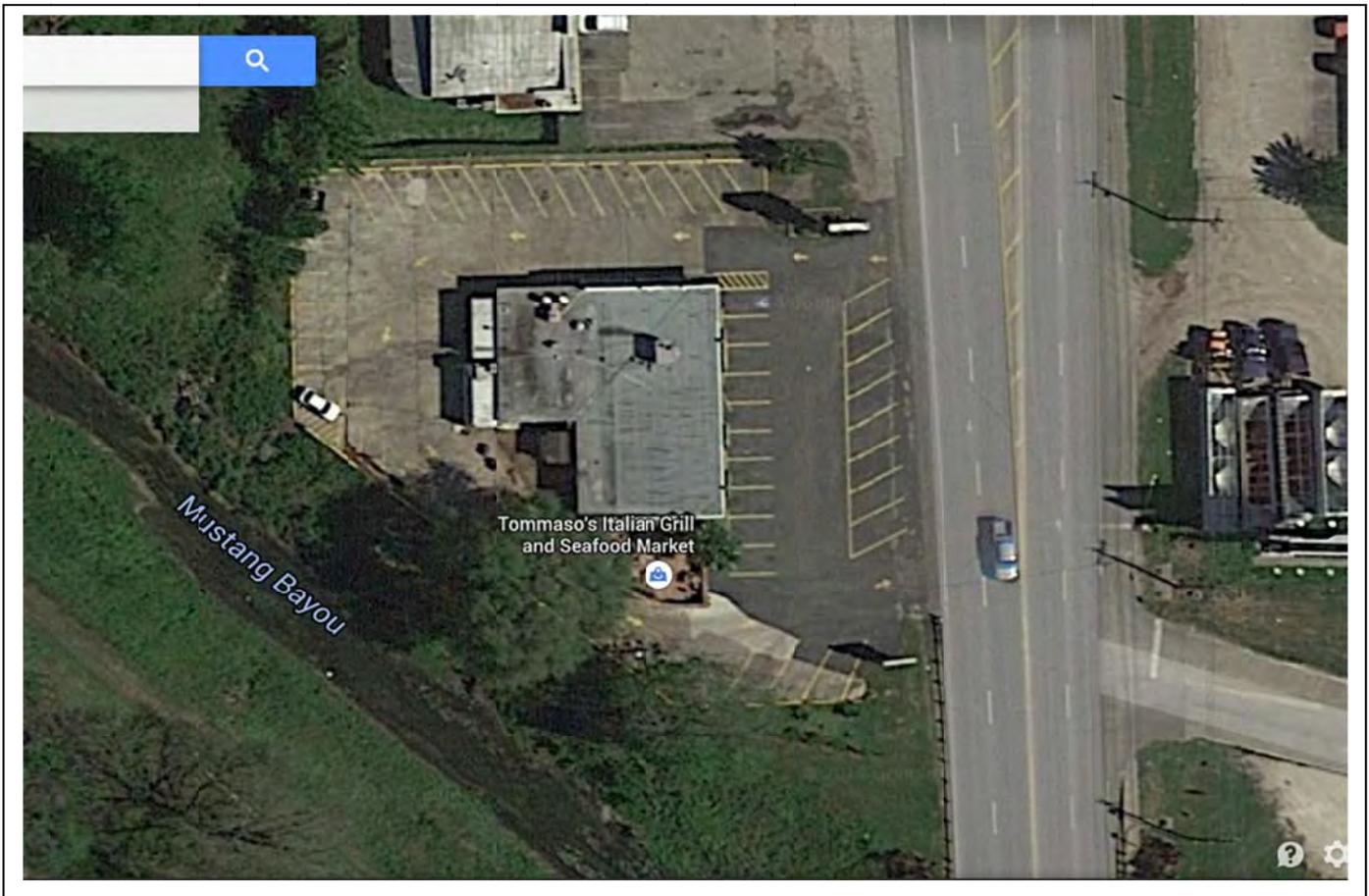
**Exhibit "A"**

**Description of Property**

A0465 H T & B R R, TRACT 15A2

507 North Gordon Street

Alvin, TX 77511



## Exhibit "B"

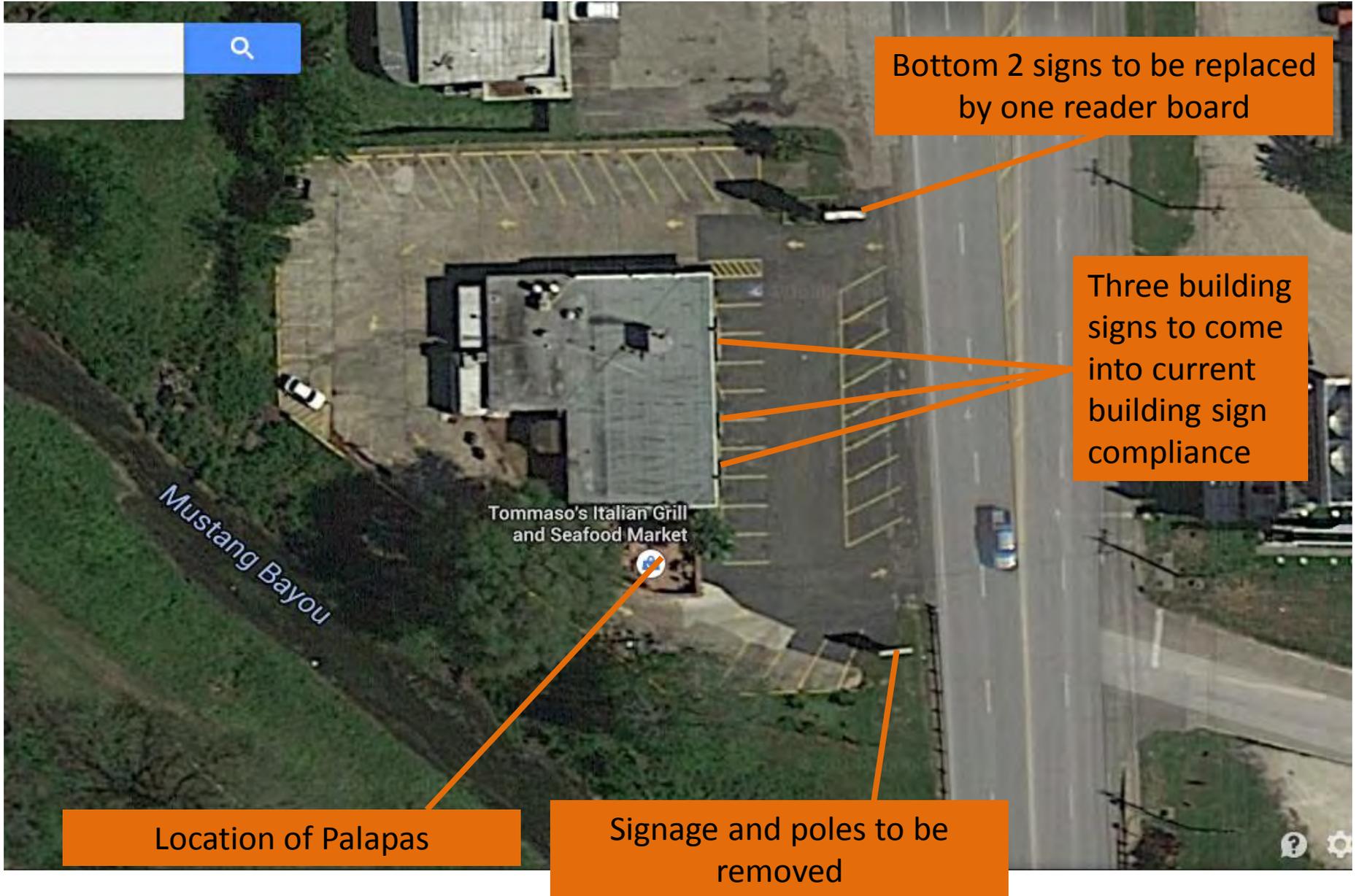
### Proposal of Tommaso's Grill

---

Sal Achille proposes the following:

- To develop improvements that will add Palapa covering the existing outdoor patio between the building and Mustang Bayou.
- To develop and construct a raised deck/stage complete with stairway.
- 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 [to include a raised deck/stage and stairway](#) 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 construction of a raised deck/stage complete with stairway.](#)
- 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.



2/12/15

TO: City of Alvin

FROM: Tommaso's and Sal Achille

We would like to amend our 380 agreement for the Palapa to include a 10X14 deck as drawings reflect at 507 north Gordon Alvin, Texas 77511. Deck will be used for both seating and for bands to use as well.

Thank you,  
Sal Achille

Rec  
2/12/14  
DR

## 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.

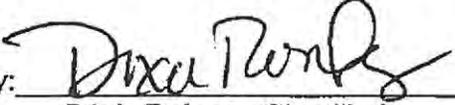
Article 12. This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party, which shall not be reasonably withheld or delayed. Notwithstanding anything to 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.

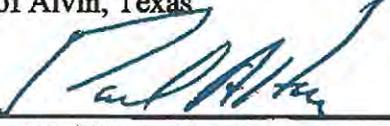
Article 14. Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under 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 22 day of January 2015 (the "Effective Date") and the Company.

ATTEST:

By:   
Dixie Roberts, City Clerk

City of Alvin, Texas

By:   
Paul Horn, Mayor

ATTEST:

By: Dixie Roberts

Printed Name: Dixie Roberts

Title: Notary



Tommaso's Italian Grill and Seafood Market

By: Sal Achille

Printed Name: Sal Achille

Title: G/M

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

We need to amend  
Article 1 item 1 to include  
The constructed 10x14 deck that  
was not acknowledged outside of  
existing patio to move forward  
S.A.



ACKNOWLEDGMENT

THE STATE OF TEXAS §  
  §  
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 12 day of February 2015, by Tommaso Achille, as GM for and on behalf of Tommaso's Italian Grill and Seafood Market.

Dixie Roberts  
Notary Public in and for the State of Texas

My Commission Expires: 12-07-17

(SEAL)



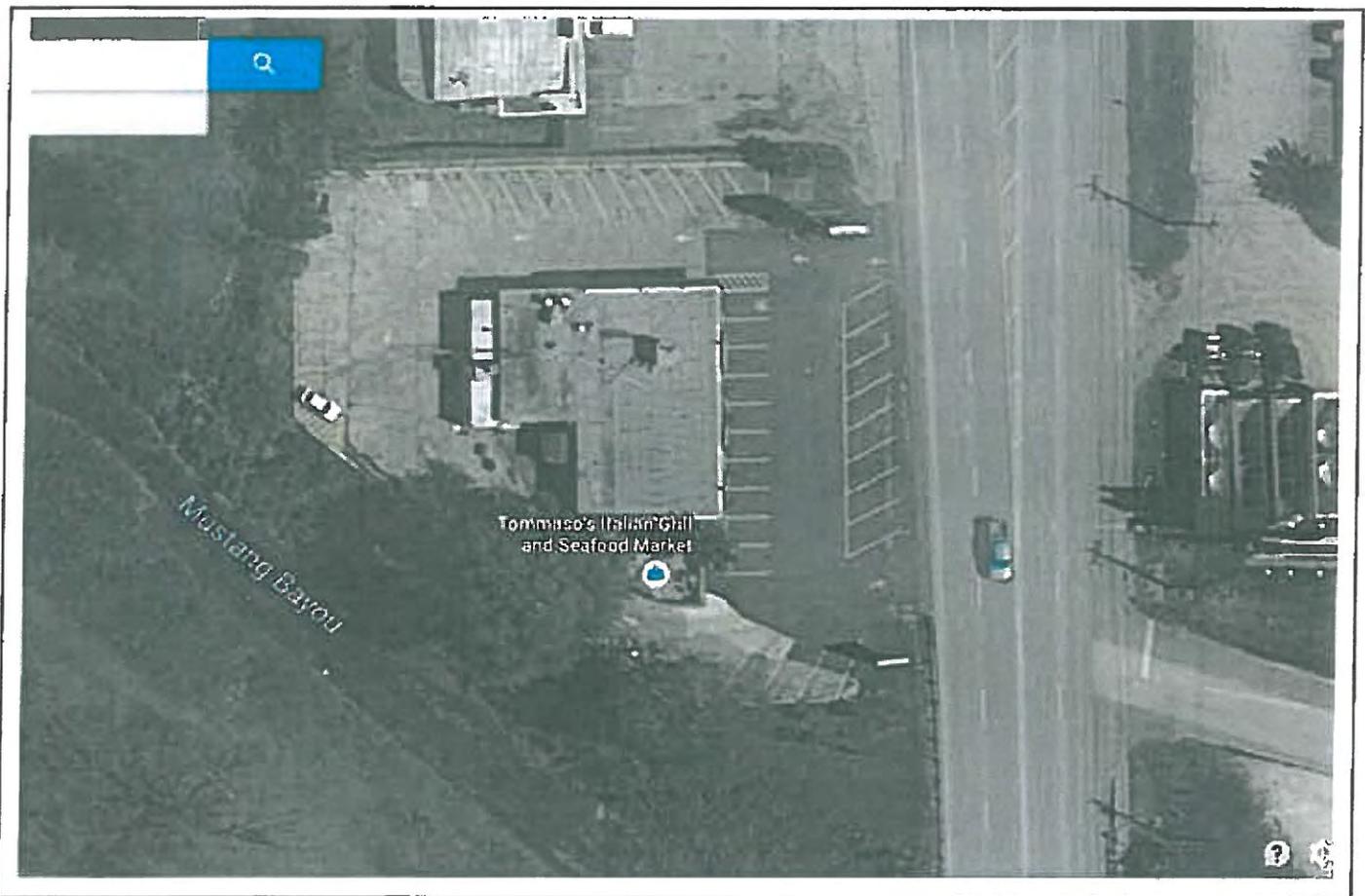
**Exhibit "A"**

**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

---

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 "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 "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.