

## NOTICE OF PUBLIC MEETING

BE IT KNOWN that the **City Council** of the **City of Alvin** will meet in **Regular and Executive Session** on **Thursday, May 7, 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**

A. Mayor to present a proclamation declaring May 10-16, 2015 as Police Week.

**5. APPROVAL OF MINUTES**

A. Approve minutes of the April 20, 2015 City Council special executive session meeting.

B. Approve minutes of the April 21, 2015 City Council special executive session meeting.

C. Approve minutes of the April 23, 2015 City Council regular meeting.

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

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

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

**8. PUBLIC HEARING - NONE**

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

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

A. Consider of out of state travel to Socorro, New Mexico for Officer Cary Fullen of the Alvin Police Department to attend an all-expense paid Incident Response class June 22-25, 2015 through Department of Homeland Security and the Federal Emergency Management Agency.

B. Consider Ordinance 15-M; an ordinance amending Appendix A, Flood Damage Prevention, of the code of ordinances, City of Alvin, Texas, adding a new definition of "base flood elevation"; establishing an effective date; and providing for other related matters; second reading.

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

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

- A. Consider Ordinance 15-H; amending Chapter 10; Food and Food Establishments; Article V Mobile Food Establishments, of the Code of Ordinances, City of Alvin, Texas, by adding a new section of definitions and amending regulations for mobile food establishments, for the purpose of regulating the location and health requirements for mobile food establishments; establishing a penalty for violations; providing a savings and severability clause; and setting forth other provisions related thereto; first reading.
- B. Consider Ordinance 15-B; amending Chapter 13; Itinerant Merchants and Vendors; of the Code of Ordinances, City of Alvin, Texas, providing for the regulation of solicitations in the City by amending Article I, In General, for the purpose of adding definitions, revising regulations for the application and identification cards; deleting Article III, Mobile Vendor, in its entirety; establishing a penalty for violations; providing a savings and severability clause; and setting forth other provisions related thereto; first reading.
- C. Consider a variance request from Joseph Kessel to waive the side building setback requirement of Section 21-37 (a) of the Code of Ordinances, for his business located at 208 E. Dumble.
- D. Consider agreement for Professional Services with HDR Engineering, Inc. in an amount not to exceed \$70,285.00 for engineering services for the design of the Alvin Railroad Quiet Zone; and authorize the Mayor to sign.
- E. **Consider a Master Preliminary Plat for Southern Colony Sections 2A, 2B, and 3, a subdivision of 67.691 acres of land (located along the east side of FM521 in the portion of the Alvin ETJ that is within Fort Bend County)** situated in the William Hall League, Abstract 31, Fort Bend County, Texas; being a partial replat of The T. W. & J. H. B. House Subdivision, a subdivision recorded in volume 7, page 301, deed records of Fort Bend County, Texas; and a partial replat of Reserve J, Southern Colony Section 1, a subdivision recorded in plat number 20050137, plat records of Fort Bend County, Texas and with consideration of a variance to the City's Code of Ordinances Section 21-110 (b)(4 and 5) regarding lot size.
- F. **Consider a Final Plat for Guice Subdivision, 9.984 acres (4833 Wickwillow Lane)**, being all of a called 10 acre tract of land as recorded in file number 93-038874, official records of real property, Brazoria County, Texas, being a part of and out of lots 35 and 36 of The Norman Chatfield Subdivision, as recorded in volume 2, page 38, plat records, Brazoria County, Texas, situated in the Francis Moore League, Abstract 100, Brazoria County, Texas.
- G. **Consider a Final Plat for Estate of Alvin, 1.90 acres (390 CR 281)**, being all of a 1.86 acre tract being described as Tract 1, document number 2006057683, official records of Real Property, Brazoria County, Texas and 0.03 acres out of a 3.25 acre tract as recorded in document number 2006061712, official records of Real Property, Brazoria County,

Texas being out of H. T. & B. R. R. Company Survey number 37, Abstract 295, Brazoria County, Texas.

- H. **Consider a Final Plat for Bullard Estate, 1.34 acres (1308 S. Booth Lane);** being all of a called 0.60 acre tract of land as recorded in file number 96-009753, official Records of Real Property, Brazoria County, Texas, and all of two tracts of land, called Tract 1 and Tract 2, as recorded in document number 2015011527, official Records of Real Property, Brazoria County, Texas, situated in Section 14 of the H. T. & B. R. R. Company Survey, Abstract 449, Brazoria County, Texas.
- I. Acknowledge receipt of the Planning Commission's recommendation to City Council for the Public Services 5-year Capital Improvements Plan.
- J. Acknowledge receipt of the Planning Commission's recommendation to City Council for the Parks 3-year Capital Improvements Plan.
- K. Consider awarding a bid to Dataprose for utility billing services for an estimated annual amount of \$55,500.00 for Utility Billing and Printing for one (1) year, effective September 8, 2015; with the option to renew for three (3) additional one (1) year terms.

## 12. **REPORTS FROM CITY MANAGER**

- A. Review preliminary list of items for the Council meeting of May 21, 2015.
- B. Items of Community Interest.

## 13. **REPORTS FROM COUNCIL MEMBERS**

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

- A. Announcements and requests from Council members.

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

- A. **Section 551.074** of the Government Code: Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing.
  - 1. City Manager Search.
  - 2. Fire Chief and Economic Development Director Compensation.

## 15. **RECONVENE TO OPEN SESSION**

## 16. **ACTION ITEM – EXECUTIVE SESSION**

- A. Consider selection of City Manager and approval of employment agreement; and authorize Mayor to execute same.

B. Consider amending compensation for Fire Chief and Economic Development Director.

**17. ADJOURNMENT**

I hereby certify that this Public Notice was placed on the Official Bulletin Board at City Hall on Thursday, April 30, 2015 at 6:00 p.m.



Dixie Roberts, City Clerk

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

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

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

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



Office of the Mayor, City of Alvin, Texas

*Proclamation*

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**WHEREAS,** the Congress and President of the United States have designated **May 15** as Peace Officers Memorial Day and the week in which it falls as Police Week; and

**WHEREAS,** the members of the law enforcement agency of Alvin play an essential role in safeguarding the rights and freedoms of the citizens of Alvin; and

**WHEREAS,** it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

**WHEREAS,** the police department of Alvin has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service; and

**NOW, THEREFORE,** I, Paul Horn, by virtue of the authority vested in me as Mayor of the City of Alvin, Texas, and on behalf of the City Council call upon all citizens of Alvin and upon all patriotic, civic and educational organizations to observe the week of **May 10 through May 16, 2015** as Police Week

I further call upon all citizens of Alvin to observe **Friday, May 15, 2015**, as Peace Officers Memorial Day in honor of those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

**WITNESS** my hand and seal this 7<sup>th</sup> day  
of May, 2015.

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Paul A. Horn, Mayor

**MINUTES**  
**CITY OF ALVIN, TEXAS**  
**216 W. SEALY STREET**  
**CITY COUNCIL EXECUTIVE SESSION**  
**MONDAY APRIL 20, 2015**  
**5:30 P.M.**

**CALL TO ORDER**

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Special Executive Session at 5:30 P.M. in the Downstairs Conference Room at City Hall, with the following members present: Mayor Paul A. Horn, Mayor Pro-tem Terry Droege, Council members: Gabe Adame, Adam Arendell, Scott Reed, Brad Richards, Roger Stuksa, Keith Thompson and City Attorney, Bobbi Kacz.

**INVOCATION**

Mayor Paul Horn led the invocation.

**PLEDGE OF ALLEGIANCE**

Council members recited the Pledge of Allegiance to the American Flag and the Texas Flag.

**CLOSED EXECUTIVE SESSION: THE CITY COUNCIL WILL CONVENE INTO A CLOSED EXECUTIVE MEETING IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE, PURSUANT TO THE AUTHORITY CONTAINED IN:**

- A. **Section 551.074** of the Government Code: Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing.
1. Interview Candidate(s) for City Manager.

Mayor Horn closed to Executive Session at 5:35 p.m.

Mayor Horn reconvened to Open Session at 8:01 p.m.

**ADJOURNMENT**

Mayor Horn adjourned the meeting adjourned at 8:01 p.m.

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

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

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

**MINUTES**  
**CITY OF ALVIN, TEXAS**  
**216 W. SEALY STREET**  
**CITY COUNCIL EXECUTIVE SESSION**  
***TUESDAY APRIL 21, 2015***  
**5:30 P.M.**

**CALL TO ORDER**

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Special Executive Session at 5:30 P.M. in the Downstairs Conference Room at City Hall, with the following members present: Mayor Paul A. Horn, Mayor Pro-tem Terry Droege, Council members: Gabe Adame, Adam Arendell, Scott Reed, Brad Richards, Roger Stuksa, Keith Thompson and City Attorney, Bobbi Kacz.

**INVOCATION**

Mayor Paul Horn led the invocation.

**PLEDGE OF ALLEGIANCE**

Council members recited the Pledge of Allegiance to the American Flag and the Texas Flag.

**CLOSED EXECUTIVE SESSION: THE CITY COUNCIL WILL CONVENE INTO A CLOSED EXECUTIVE MEETING IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE, PURSUANT TO THE AUTHORITY CONTAINED IN:**

- A. **Section 551.074** of the Government Code: Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing.
1. Interview Candidate(s) for City Manager.

Mayor Horn closed to Executive Session at 5:35 p.m.

Mayor Horn reconvened to Open Session at 7:35 p.m.

**ADJOURNMENT**

Mayor Horn adjourned the meeting adjourned at 7:35 p.m.

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

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

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

**MINUTES**  
**CITY OF ALVIN, TEXAS**  
**216 W. SEALY STREET**  
**REGULAR CITY COUNCIL MEETING**  
***THURSDAY APRIL 23, 2015***  
**7:00 P.M.**

**CALL TO ORDER**

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

Staff members present: Junru Roland, Interim City Manager; Bobbi Kacz, City Attorney; Dixie Roberts, City Clerk; Brian Smith, Public Services Director; Dan Kelinske, Parks & Recreation Director, Michelle Segovia, City Engineer; Larry Buehler, Economic Development Director; Chad Fontenot, Police Captain.

**INVOCATION**

Mike Hogg, Alvin/Manvel National Day of Prayer Task Force gave the invocation.

**PLEDGE OF ALLEGIANCE**

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

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

**SPECIAL PRESENTATION**

Mayor Horn proclaimed May 3, 2015 as Lemonade Day and May, 2015 as Motorcycle Safety Awareness month. Mayor Horn also presented the Finance Department with the Government Finance Officers Association *Distinguished Budget Presentation Award* for the City's 2014-2015 annual budget document.

**PETITIONS OR REQUESTS FROM THE PUBLIC**

Michael Hogg, Alvin Manvel National Day of Prayer Task Force invited the public to attend the National Day of Prayer event for the communities of Alvin and Manvel to be held in National Oak Park on Thursday, May 7<sup>th</sup>; worship and entertainment begin at 6:30 p.m. with prayer at 7:00 p.m.

Helen Blankenburg 1007 Stadium Drive and Diana Overman 1002 Cedar Lawn Stadium Drive addressed council with concerns had within their neighborhood. Ms. Overman reported that the high school is within the neighborhood, and she has witnessed student fights in and around her property. Students are parking along the roadways, not parking within the student parking area. Ms. Blankenburg stated that she would like to know the status of the retention pond that was to be installed on Durant and South Street. She also discussed drainage issues within her neighborhood.

**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 street closure request from the Alvin Independent School District's Education Foundation for a fundraising event to be held on Saturday, May 2, 2015 from 8:00 a.m. to 5:00 p.m. for the entire east bound lane of Second Street at Cleveland Street to Betsy Ross Street.
- B. Consider of out of state travel to Fort Polk, Louisiana for Captain Arendell and Lieutenant Darnell of the Alvin Police Department to pick up government property (2 generators) obtained through the Department of Public Safety 10-33 Program.
- C. Approve minutes of the April 6, 2015 Special City Council meeting.
- D. Approve minutes of the April 9, 2015 City Council workshop meeting.
- E. Approve minutes of the April 9, 2015 Regular City Council meeting.

Items A, C, D and E were removed from the consent agenda.

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

**MATTERS REMOVED FROM CONSENT AGENDA**

- A. Consider street closure request from the Alvin Independent School District's Education Foundation for a fundraising event to be held on Saturday, May 2, 2015 from 8:00 a.m. to 5:00 p.m. for the entire east bound lane of Second Street at Cleveland Street to Betsy Ross Street.

*Alvin ISD Education Foundation is hosting a Ford Drive One 4UR School test drive event on Saturday, May 2, 2015 sponsored by Ron Carter Ford of Alvin. This is a fundraising event to benefit the Alvin ISD Foundation. Street closures are requested from 8:00am to 5:00pm as follows; entire East Bound Lane of Second St. at Cleveland St. to Betsy Ross St. for the test drive participants. Alvin ISD Police Department supports and will patrol this event for safety.*

Dan Kelinske, Parks and Recreation Director reported that a directional error was found on the map presented to City Council. He addressed Council for clarification.

Council member Droege moved to approve street closure request from the Alvin Independent School District's Education Foundation for a fundraising event to be held on Saturday, May 2, 2015 from 8:00 a.m. to 5:00 p.m. for the entire east bound lane of Second Street at Cleveland Street to Betsy Ross Street. Seconded by Council member Stuksa motion to approve carried on a vote of 7 Ayes.

- C. Approve minutes of the April 6, 2015 Special City Council meeting.

Council member Arendell moved to approve minutes of the April 6, 2015 Special City Council meeting. Seconded by Council member Richards; motion to approve carried on a vote of 7Ayes.

- D. Approve minutes of the April 9, 2015 City Council workshop meeting.

Council member Droege moved to approve minutes of the April 9, 2015 City Council workshop meeting. Seconded by Council member Reed; motion to approve carried on a vote of 7 Ayes.

- E. Approve minutes of the April 9, 2015 Regular City Council meeting

Council member Reed moved to approve the minutes of the April 9, 2015 Regular City Council meeting. Seconded by Council member Stuksa; motion to approve carried on a vote of 7Ayes.

## OTHER BUSINESS

### Receive and acknowledge the monthly financial report for March, 2015.

Council member Arendell moved to acknowledge the monthly financial report for March, 2015. Seconded by Council member Droege; motion to approve carried on a vote of 7Ayes.

### Receive and acknowledge the quarterly investment report for the quarter ending March 31, 2015.

Council member Reed moved to acknowledge the quarterly investment report for the quarter ending March 31, 2015. Seconded by Council member Thompson; motion to approve carried on a vote of 7Ayes.

### Consider Ordinance 15-M; an ordinance amending Appendix A, Flood Damage Prevention, of the code of ordinances, City of Alvin, Texas, adding a new definition of "base flood elevation"; establishing an effective date; and providing for other related matters; first reading.

*During the City's 2015 FEMA Community Assistance Visit, FEMA's representative noted that Appendix A Flood Damage Prevention of the Code of Ordinances does not clearly define base flood elevation and recommended that the definition be added.*

Michelle Segovia, City Engineer presented this item before City Council.

Council member Adame moved to approve Ordinance 15-M; an ordinance amending Appendix A, Flood Damage Prevention, of the code of ordinances, City of Alvin, Texas, adding a new definition of "base flood elevation"; establishing an effective date; and providing for other related matters; first reading. Seconded by Council member Thompson; motion to approve carried on a vote of 7Ayes.

### Consider Resolution 15-R-11 finding that CenterPoint Energy Houston Electric, LLC's Application for approval of a distribution cost recovery factor to increase distribution rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this resolution is passed is open to the public as required by law; and requiring notice of this resolution be sent to the Company and Legal Counsel.

*On April 6, 2015, CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company") filed Application for Approval of a Distribution Cost Recovery Factor ("DCRF") with each of the Gulf Coast Coalition of Cities ("GCCC") that has retained jurisdiction over CenterPoint's rates. In the filing, the Company asserts that it is entitled to a \$16,704,985 increase in distribution revenues. GCCC has engaged the services of a consultant, Mr. Karl Nalepa, to review the Company's filing. Mr. Nalepa will review the filing and identify adjustments that should be made to the Company's request. GCCA recommends that the Cities deny the requested relief. Unless Cities deny the application by June 5, 2015 the rate increase requested by CenterPoint will become effective.*

Bobbi Kacz, City Attorney presented the resolution before City Council.

Council member Arendell moved to approve Resolution 15-R-11 finding that CenterPoint Energy Houston Electric, LLC's Application for approval of a distribution cost recovery factor to increase distribution rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this resolution is passed is open to the public as required by law; and requiring notice of this resolution be sent to the Company and Legal Counsel. Seconded by Council member Richards; motion to approve carried on a vote of 7Ayes.

### Consider the Agreement for Professional Services with Freese and Nichols, Inc. in the amount of \$280,000.00 and the appropriation of an additional \$20,000.00 for contingencies for an engineering services design of the Dyche Lane Elevated Water Storage Tank; and authorize the Mayor to sign.

*In March 2015 Staff solicited qualifications from engineering firms to perform the engineering services relating to the design of the Dyche Lane Elevated Water Storage Tank and the committee selected Freese and Nichols, Inc. to perform the work. This contract will be paid entirely from Impact Fees (210-5001-17-3100). Contract Amount: \$280,000  
Contingency: \$ 20,000 Total Amount: \$300,000*

Michelle Segovia, City Engineer, presented this item before City Council.

Council member Stuksa moved to approve the Agreement for Professional Services with Freese and Nichols, Inc. in the amount of \$280,000.00 and the appropriation of an additional \$20,000.00 for contingencies for an engineering services design of the Dyche Lane Elevated Water Storage Tank; and authorize the Mayor to sign. Seconded by Council member Thompson; motion to approve carried on a vote of 7Ayes.

Consider the Contract with T.F. Harper & Associates, LP for park improvements funded by the Community Development Block Grant (CDBG) in an amount not to exceed \$72,574.00; and authorize the Mayor to sign.

*On February 2, 2015, City Council approved acceptance of CDBG funds in the amount of \$273,000. T.F. Harper is an approved buyboard vendor which would provide the following park improvements for a total of \$72,574: Ruben Adame - \$12,464 - 5 new picnic tables, playground equipment; Prairie Dog Park - \$15,000 - new playground equipment; Talmadge Park - \$3,477 - 5 new picnic tables; Sealy Park - \$5,633 - new drinking fountain w/ doggie bowl attachment, 5 trash cans; Pearson Park - \$36,000 - new drinking fountain & playground.*

Council member Droege moved to approve the Contract with T.F. Harper & Associates, LP for park improvements funded by the Community Development Block Grant (CDBG) in an amount not to exceed \$72,574.00; and authorize the Mayor to sign. Seconded by Council member Arendell; motion to approve carried on a vote of 7Ayes.

Consider awarding a bid to Lone Star Construction for the demolition and re-build of Water Well #3 Pump House in an amount not to exceed \$96,871.12.

*On March 24, 2015 bids were opened to remove and replace Water Well #3 Pump House located at Snyder and 2nd Street and Lone Star Construction was the lowest bidder at \$96,871.12. An award letter will be sent upon approval. Funds will come from Fund 233 Series 2008 Certificates of Obligation designated for water & sewer improvements.*

Council member Droege moved to award a bid to Lone Star Construction for the demolition and re-build of Water Well #3 Pump House in an amount not to exceed \$96,871.12. Seconded by Council member Arendell; motion to approve carried on a vote of 7Ayes.

Consider amending request for street closures for the 2015 Alvin Rotary Club Frontier Day event approved by City Council on December 16, 2014.

Council member Droege moved to amend request for street closures for the 2015 Alvin Rotary Club Frontier Day event approved by City Council on December 16, 2014. Seconded by Council member Adame; motion to approve carried on a vote of 7Ayes.

### **REPORTS FROM CITY MANAGER**

Review preliminary list of items for the Council meeting of May 7, 2015.

Mr. Roland reviewed the preliminary list for the May 7, 2015 City Council meeting.

### **Announcements/Items of Community Interest**

Mr. Roland reported that Frontier Day parade will be on Saturday April 25, 2015. Early Voting will begin on Monday April 27 running through Tuesday, May 5 at the Alvin Library. Election Day is Saturday May 9, 2015 from 7:00 a.m. – 7:00 p.m. and will be held at both the Alvin Library and Nolan Ryan Center. The 22<sup>nd</sup> annual Tour de Braz bike ride will be held on Sunday, May 3, 2015. The Great Alvin Clean-up will be held at the Alvin Community College on Saturday May 9, 2015 from 8:00 a.m. – 1:00 p.m.

### **REPORTS FROM COUNCILMEMBERS**

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

Council member Thompson thanked Mr. Roland and the finance department for all their hard work and dedication.

Council member Reed asked staff to look into repairing the potholes along Fairview between South Street and Bypass 35.

Council member Arendell thanked the city clerk's office for having City Council's information set up and in place before the council meetings.

Council member Richards thanked all of the department heads and employees for the fine job they do for the city.

Council member Droege reminded everyone that Frontier Day festivities will be held this weekend; he encouraged all to come out in support of the Alvin Rotary Club.

Council member Adame gave kudos to Mr. Roland and his staff for the Distinguished Budget Presentation Award. He commended Mr. Roland for his work as Interim City Manager; realizing it is difficult wearing 2 hats; Council is working on a reprieve. He also stated that it's nice to see younger faces in attendance.

Council member Stuksa commented on the nice group in attendance. He also thanked Mr. Roland for a job well done.

Mayor Horn stated that there are a few high school civic groups in attendance this evening. He thanked them for attending.

### **EXECUTIVE SESSION**

Mayor Horn convened to Executive Session at 7:46 p.m.

- A. **Section 551.074** of the Government Code: Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing.
  1. City Manager Search.
  2. Employee Compensation.
  
- B. **Section 551.087** Deliberation regarding Economic Development Negotiations;
  - (1) Discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or
  - (2) to deliberate the offer of a financial or other incentive to a business prospect prescribed by Subdivision (1).

### **RECONVENE TO OPEN SESSION**

Mayor Horn convened to Executive Session at 9:00 p.m.

**ADJOURNMENT**

Council member Adame moved to adjourn the meeting at 9:00 p.m. Seconded by Council member Droege; motion to adjourn carried on a vote of 7 Ayes.

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

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

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



# AGENDA COMMENTARY

**Discussion Date:** 05/07/2015

**Approval Date:** 05/07/2015

**Submitted By:** Chad Fontenot

## **SUBJECT:**

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Consider out of state travel to Socorro, New Mexico for Officer Cary Fullen of the Alvin Police Department to attend an all-expense paid Incident Response class June 22-25, 2015 through Department of Homeland Security and the Federal Emergency Management Agency.

## **DISCUSSION:**

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APD Officer Cary Fullen recently attended a First Responder class on response to terrorist bombings and desires to attend a train-the-trainer class on this subject in order to be able to offer this training to Alvin PD and surrounding agencies.

The Department of Homeland Security (DHS) and the Federal Emergency Management Agency (FEMA) are offering an all expenses paid train-the-trainer school on Incident Response to Terrorist Bombings June 22-25, 2015, at New Mexico Tech located in Socorro, New Mexico. Alvin PD wishes to send Officer Cary Fullen to this school. Student travel, lodging, meals and tuition costs are covered by FEMA. Other than Officer Fullen's time away, there are no costs expected to be borne by the City to attend this course.

## **RECOMMENDATION:**

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Staff recommends approval of this out-of-state travel for Officer Cary Fullen.

## **ATTACHMENTS:**

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- |   |    |
|---|----|
| 1. Course Descrip. for IRTB Train-the-Trainer | 4. |
| 2. DHS/FEMA Application                       | 5. |
| 3.  | 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: 2015.04.08 09:32:47 -0500

**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: 2015.04.28 16:31:55 -0500

**City Attorney**

**Approved By:**

Junru  
Roland

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.04.29 07:57:45 -0500

**City Manager**

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## Course Description

**PER-230-1 - Incident Response to Terrorist Bombings (IRTB) - Operations (Train-the-Trainer)**

**Reviewed/Updated 11/19/2013**

### Scope Statement

This course is designed to instill in participants a respect for the destructive potential and dangers associated with energetic materials (explosives and incendiaries) that could be used in a terrorist attack.

Based on research of basic training methods provided to first responders, it has been identified that insufficient information is being provided with regard to comprehending the threat of explosives, improvised explosive devices (IEDs), and incendiary devices. Most first responders are inexperienced with explosives and incendiaries and may be incapable of fully understanding the devastating effects of successful attacks using these materials. These deficiencies are addressed in classroom presentations and field exercises using actual explosive devices. Graduates of this program have a far better appreciation of the dangers posed by explosives after completing the training.

### Target Audience

This course is designed for law enforcement officers, firefighters, emergency medical personnel, and others who prepare for, or direct response to, terrorist incidents involving energetic materials and/or provide response training in their agencies and communities.

### How this course is offered

Delivered at the New Mexico Institute of Mining and Technology, Energetic Materials Research and Testing Center, Socorro, New Mexico

You will need Adobe Reader to view the course application.

1. To apply for a course **Click here**
2. Fill out the application (either typed or hand written).
3. Do not fill out boxes 22 a - d, 23 a - d or 24 boxes. Those boxes are for the reviewer.
4. Submit your application to your supervisor for an approval signature.
5. Fax the signed application to your State Point of Contact (SPOC). You may [Click here](#) to obtain your SPOC information.
6. When your application is approved, the State Point of Contact  
Paul.hahn@dps.texas.gov or scan and fax to 512-424-5647  
we will fax the approved application to EMRTC.
7. EMRTC will then fax you your acceptance information and course details.

All applications must be approved by your State Point of Contact for DHS training programs.

For questions and inquiries, email us at [respond@emrtc.nmt.edu](mailto:respond@emrtc.nmt.edu) or call the Training Business Unit at 575.835.5703 or 866.476.9433.

<http://www.emrtc.nmt.edu/files/training/courseApplication.pdf>

### Prerequisites & Other Information:

The following prerequisites apply to personnel attending this course:

- United States citizenship.
- Actively employed or volunteer member of a first responder or emergency management agency.

## Course Specifics

Hours: 32.00  
 Provider: New Mexico Tech  
 Sponsor: DHS-FEMA TEI  
 Disciplines: Emergency Medical Service  
 Fire Service  
 Law Enforcement  
 Public Safety Communications  
 Public Works

- Assignment or identification for assignment to a position responsible for conducting WMD training; developing plans, policies, procedures and tactics to govern response; providing specialized response support during WMD incidents; or coordinating initial response to a WMD incident
- Sufficient tenure remaining in their current or future position to allow for the application of course material upon their return.
- For personnel who desire trainer certification, completion of an instructor training program and/or documented experience as a trainer.
- Required prerequisites must be verified by the participant's department at the time of application. Participants must have a picture ID (preferably one issued by their department) for presentation to instructors prior to the start of instruction.

**Cost:**

No tuition is charged.

 Review Course Feedback (8 reviews)

**Available Classes**

No classes found.

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[| texas.gov](#) |

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DEPARTMENT OF HOMELAND SECURITY  
Federal Emergency Management Agency  
**GENERAL ADMISSIONS APPLICATION**

O.M.B. No. 1660-0100  
Expires November 30, 2016

FOR AGENCY USE ONLY

**PAPERWORK BURDEN DISCLOSURE NOTICE**

Public reporting burden for this data collection is estimated to average 9 minutes. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472-3100, Paperwork Reduction Project (1660-0100) **NOTE: Do not send your completed form to this address.**

**PRIVACY ACT STATEMENT**

This information is provided pursuant to Public Law 93-579 (Privacy Act of 1974), Title 5 United States Code (U.S.C.) Section 552a, for individuals applying for admission to FEMA training. **AUTHORITY** - Federal Fire Prevention and Control Act of 1974, as amended, Title 15 U.S.C., Sections 2201 et. seq.; Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, Title 42 U.S.C., Sections 5121 et. seq.; 6 U.S.C. Section 763a; Title 44 U.S.C., Section 3101; Executive Orders 12127 and 12148; Title VII of the Civil Rights Act of 1964; and Section 504 of the Rehabilitation Act of 1973; Section 1204 (c) of the Implementing Recommendations of the 9/11 Commission Act of 2007. Public Law 110-53, 121 Stat. 266 (codified at 6 U.S.C. §1102). **PURPOSE** - To determine eligibility for participation in FEMA training. Demographic data is used for statistical purposes only. **USES** - FEMA may release information to: FEMA training agency staff and partners to analyze application and enrollment patterns; a physician providing medical assistance to students during training; Board of Visitors members to evaluate programmatic statistics; State, local, tribal agencies to provide FEMA training statistics; Members of Congress; and FEMA training program contractors. **EFFECTS OF NONDISCLOSURE** - Though voluntary, failure to provide personal information on this form may delay application processing and course completion certification.

**SECTION 1 - GENERAL INFORMATION**

1. U.S. Citizen  YES  NO  PERMANENT RESIDENT If No, City and Country of Birth: \_\_\_\_\_

2. NAME as shown on valid ID (Last, First, Middle Initial, Suffix) Fullen, Cary, W	3. FEMA STUDENT IDENTIFICATION (SID) NUMBER
---	---

4. HOME MAILING ADDRESS (street, avenue road #, P.O. box/city or town, state, and zip code)  3447 CR 316, Alvin, TX 77511	5. WORK PHONE # 281-388-4370
	6. HOME PHONE #
	7. CELL PHONE # (281) 451-8946

8a. WORK E-MAIL: cfullen@cityofalvin.com	8b. PERSONAL E-MAIL: cwfullen@gmail.com
--	---

9a. COURSE CATALOG #, CODE, TITLE, OR PROGRAM: PER-230-1 (IRTB) Train the Trainer	9b. TRAINING LOCATION (N/A for Distance Learning) New Mexico Tech
--	--

9c. DATES REQUESTED (Please give 3 choices)	9d. TRAINING COMPONENT OR PROVIDER ID
1 6/1/2015-6/4/2015      2 6/2/2015-6/5/2015      3 6/22/2015-6/25/2015	

9e. TRAINING DELIVERY TYPE:  Resident  Non-Resident  Indirect  Distance Learning  Conference/Symposium

9f. AIRPORT OF DEPARTURE OR POV (CDP USE ONLY) \_\_\_\_\_

10. ATTACH PREREQUISITE CERTIFICATES OR OFFICIAL TRANSCRIPT

11. DO YOU HAVE ANY DISABILITIES (Including special allergies or medical disabilities) WHICH WOULD REQUIRE SPECIAL ASSISTANCE DURING YOUR ATTENDANCE IN TRAINING?  YES  NO

**SECTION 2 - EMPLOYMENT INFORMATION AND AUTHORIZATION**

12. NAME AND COMPLETE ADDRESS OF ORGANIZATION BEING REPRESENTED Alvin Police Department, 1500 S. Gordon St, Alvin, TX 77511	13a. CURRENT POSITION Patrol Officer / Instructor	13b. YEARS IN POSITION 5
--	--	-----------------------------

14. CHECK THE BOX BELOW THAT BEST DESCRIBES YOUR ORGANIZATION

14a. JURISDICTION	14b. ORGANIZATION
1. <input type="checkbox"/> STATEWIDE/TERRITORIAL    4. <input type="checkbox"/> SPECIAL DISTRICT    7. <input type="checkbox"/> INTERNATIONAL    10. <input type="checkbox"/> DHS 2. <input checked="" type="checkbox"/> LOCAL GOVERNMENT    5. <input type="checkbox"/> MILITARY    8. <input type="checkbox"/> FEMA 3. <input type="checkbox"/> FEDERAL (NON-DHS)    6. <input type="checkbox"/> PRIVATE SECTOR    9. <input type="checkbox"/> TRIBAL NATION	1. <input type="checkbox"/> ALL CAREER 2. <input type="checkbox"/> ALL VOLUNTEER 3. <input checked="" type="checkbox"/> COMBINATION

15. CURRENT STATUS    1.  PAID FULL TIME    2.  PAID PART TIME    3.  VOLUNTEER

16. Briefly describe your activities/responsibilities as they relate to the course for which you are applying and identify how you will use the information obtained from the course. **NFA ONLY:** Attach an organizational chart for the organization being represented and indicate your position. If you need more space, please attach a sheet to this application.

TCOLE Certified, Department Instructor responsible for teaching CE Courses to Sworn LE in surrounding local government agencies

## GENERAL ADMISSIONS APPLICATION

17. DATE OF BIRTH 05/21/1985	18. GENDER (Required for lodging) <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female
19. RACE (Optional - Please check the one that best applies) 1. <input type="checkbox"/> AMERICAN INDIAN or ALASKAN NATIVE    3. <input type="checkbox"/> BLACK or AFRICAN AMERICAN    5. <input type="checkbox"/> NATIVE HAWAIIAN or PACIFIC ISLANDER 2. <input type="checkbox"/> ASIAN    4. <input checked="" type="checkbox"/> WHITE	19a. ETHNICITY (Optional) <input type="checkbox"/> HISPANIC or LATINO <input checked="" type="checkbox"/> NOT HISPANIC or LATINO
20. DISCIPLINE (Check the box that best applies to your organization). 1. <input type="checkbox"/> AGRICULTURE    10. <input checked="" type="checkbox"/> LAW ENFORCEMENT 2. <input type="checkbox"/> EDUCATION    11. <input type="checkbox"/> PUBLIC HEALTH 3. <input type="checkbox"/> HAZARDOUS MATERIALS    12. <input type="checkbox"/> PUBLIC SAFETY COMMUNICATIONS 4. <input type="checkbox"/> CITIZEN/COMMUNITY VOLUNTEER    13. <input type="checkbox"/> GOVERNMENTAL ADMINISTRATIVE 5. <input type="checkbox"/> EMERGENCY MANAGEMENT    14. <input type="checkbox"/> SECURITY AND SAFETY 6. <input type="checkbox"/> FIRE SERVICE    15. <input type="checkbox"/> PUBLIC WORKS 7. <input type="checkbox"/> HEALTH CARE    16. <input type="checkbox"/> SEARCH AND RESCUE 8. <input type="checkbox"/> INFORMATION TECHNOLOGY    17. <input type="checkbox"/> TRANSPORTATION 9. <input type="checkbox"/> EMERGENCY MEDICAL SERVICES    18. <input type="checkbox"/> OTHER (PLEASE SPECIFY) _____	

### SECTION 3 - ENDORSEMENT AND CERTIFICATION

21a. I certify that the information recorded on this application is correct. Falsification of information will result in denial of a course certificate, stipend, or travel reimbursement, if applicable (18 U.S.C. 1001).

21b. I hereby authorize the release of any and all information concerning my enrollment in this course to the chief officer in charge, or designee, of my organization. All requests for information shall be in writing from said chief or designee. Further, I understand that this information is available to all FEMA training facilities and their training partners.

21c. Further, I understand that FEMA training agencies and their training partners are not authorized to provide medical or health insurance for students. I maintain appropriate insurance on an individual basis.

21d. I agree to abide by the rules, policies, and regulations of the FEMA training agencies and their training partners. Failure to do so will result in denial of the student stipend (if applicable), expulsion from the course, and possible barring from future courses.

SIGNATURE OF APPLICANT 	DATE 3/23/2015
----------------------------	-------------------

22. APPROVAL BY SUPERVISOR OR HEAD OF SPONSORING ORGANIZATION

"By signing this application, I certify that my organization does not discriminate on the basis of age, gender, race, color, religious belief, national origin, economic status, or disability in providing educational opportunities for its employees. I have reviewed this application and certify that 1) the applicant meets all the prerequisites and qualifications to attend this course; 2) attendance will contribute to the professional development of the participant in support of this agency's emergency response mission."

22a. SIGNATURE AND DATE 4.8.2015	22b. PRINTED NAME AND TITLE Chad Fontenot, Captain
22c. EMAIL ADDRESS cfontenot@cityofalvin.com	22d. TELEPHONE NUMBER 281-585-7103

23. STATE OR REGIONAL APPROVAL (If Required)	
23a. SIGNATURE AND DATE	23b. PRINTED NAME AND TITLE
23c. EMAIL ADDRESS	23d. TELEPHONE NUMBER

24. TRAINING COMPONENT DISPOSITION <input type="checkbox"/> ACCEPTED <input type="checkbox"/> REJECTED	SIGNATURE OF REVIEWER	DATE
---	-----------------------	------

**EQUAL OPPORTUNITY STATEMENT**

FEMA and their training partners are Equal Opportunity institutions. They do not discriminate on the basis of age, gender, race, color, religious belief, national origin, or disability in their admissions and student-related procedures.



# AGENDA COMMENTARY

**Discussion Date:** May 7, 2015

**Approval Date:** May 7, 2015

**Submitted By:** Michelle Segovia

## **SUBJECT:**

---

Consider Ordinance 15-M; an ordinance amending Appendix A, Flood Damage Prevention, of the code of ordinances, City of Alvin, Texas, adding a new definition of “base flood elevation”; establishing an effective date; and providing for other related matters; second reading

## **DISCUSSION:**

---

During the City's 2015 FEMA Community Assistance Visit, FEMA's representative noted that Appendix A Flood Damage Prevention of the Code of Ordinances does not clearly define base flood elevation and recommended that the definition be added.

Approved unanimously on first reading (4/23/15).

## **RECOMMENDATION:**

---

Move to approve Ordinance 15-M on first reading.

## **ATTACHMENTS:**

---

- |              |    |
|--------------|----|
| 1. Ord. 15-M | 4. |
| 2.           | 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: 2015.04.06 13:43:59 -0500

**Funds Available:**

**Finance Director**

**Approved as to Form:**

**Bobbi J Kacz**

**City Attorney**

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2015.04.06 17:43:47 -0500

**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: 2015.04.15 11:21:47 -0500

**ORDINANCE NO. 15-M**

**AN ORDINANCE AMENDING APPENDIX A, FLOOD DAMAGE PREVENTION, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS, ADDING A NEW DEFINITION OF “BASE FLOOD ELEVATION”; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR OTHER RELATED MATTERS.**

**WHEREAS**, the Legislature of the State of Texas has in statutes such as Texas Water Code Chapter 16 delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses; and

**WHEREAS**, the flood hazard areas within the City of Alvin, Texas are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare; and

**WHEREAS**, these flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, flood proofed or otherwise protected from flood damage; and

**WHEREAS**, the City Council desires to amend previously adopted ordinances; **NOW, THEREFORE,**

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

**Section 1.** That Appendix A, Flood Damage Prevention, Article 2, Definitions, of the Code of Ordinances, City of Alvin, Texas is hereby amended to read as follows:

**APPENDIX A  
FLOOD DAMAGE PREVENTION**

**ARTICLE 2. DEFINITIONS**

Unless specifically defined below, words or phrases used in this article shall be interpreted to give them the meaning they have in common usage and to give this chapter its most reasonable application.

...

*Base Flood Elevation (BFE).* The elevation shown on the Flood Insurance Rate Map (FIRM) for Zones AE, AH, A1-A30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO, V1-V30, and VE that indicates the water surface elevation resulting from a flood that has a one (1%) percent chance of equaling or exceeding that level in any given year.

...

**Section 2. Severability Clause.** If any section, clause, sentence, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

**Section 3. Proper Notice and Meeting.** 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, Chapter 551 of the Texas Government Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**Section 4. Effective Date.** This ordinance shall take effect immediately from and after its passage in accordance with the provisions of *Chapt. 52, Tex. Loc. Gov't. Code and the City of Alvin Charter.*

**PASSED** on the first reading on the 23rd day of April, 2015.

**PASSED** on the second and final reading on the 7th day of May, 2015.

**ATTEST:**

**CITY OF ALVIN, TEXAS**

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

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



# AGENDA COMMENTARY

Discussion Date: 05/07/2015

Approval Date:

Submitted By:

## **SUBJECT:**

---

Consider Ordinance 15-H; amending Chapter 10; Food and Food Establishments; Article V Mobile Food Establishments, of the Code of Ordinances, City of Alvin, Texas, by adding a new section of definitions and amending regulations for mobile food establishments, for the purpose of regulating the location and health requirements for mobile food establishments; establishing a penalty for violations; providing a savings and severability clause; and setting forth other provisions related thereto; first reading.

## **DISCUSSION:**

---

Information will be provided on Monday 5/4/15

## **RECOMMENDATION:**

---

## **ATTACHMENTS:**

---

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

---

Submitted by:

Funds Available:

Approved as to Form:

Approved By:

Department Head

Finance Director

City Attorney

City Manager



# AGENDA COMMENTARY

Discussion Date: 05/07/2015

Approval Date:

Submitted By:

## **SUBJECT:**

---

Consider Ordinance 15-B; amending Chapter 13; Itinerant Merchants and Vendors; of the Code of Ordinances, City of Alvin, Texas, providing for the regulation of solicitations in the City by amending Article I, In General, for the purpose of adding definitions, revising regulations for the application and identification cards; deleting Article III, Mobile Vendor, in its entirety; establishing a penalty for violations; providing a savings and severability clause; and setting forth other provisions related thereto; first reading.

## **DISCUSSION:**

---

Information will be provided on Monday 5/4/15

## **RECOMMENDATION:**

---

## **ATTACHMENTS:**

---

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

---

Submitted by:

Funds Available:

Approved as to Form:

Approved By:

Department Head

Finance Director

City Attorney

City Manager



# AGENDA COMMENTARY

Discussion Date: 05/07/2015

Approval Date: 05/07/2015

Submitted By: Michelle H. Segovia

## SUBJECT:

---

Consider a variance request from Joseph Kessel to waive the side building setback requirement of Section 21-37 (a) of the Code of Ordinances, for his business located at 208 E. Dumble.

## DISCUSSION:

---

On April 6, 2015, staff received a variance request letter from Mr. Joseph Kessel for a variance to the City of Alvin's side building setback line requirement. Mr. Kessel's property is located at 208 E. Dumble.

Mr. Kessel wishes to construct a building on an existing and previously permitted concrete slab. The existing slab is approximately 28'10" W x 92' 6" L and it extends past the 5' side building setback line 15 inches.

The Planning Commission approved this variance request April 21, 2015.

## RECOMMENDATION:

---

Move to approve the setback variance as requested by Mr. Joseph Kessel.

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

## ATTACHMENTS:

---

- |  |    |
|--|----|
| 1. Variance request letter and documentation | 4. |
| 2. Sec 21-4 - Variance provisions            | 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: 2015.04.16 13:35:57 -0500

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

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2015.04.28 16:34:20 -0500

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

Approved By:  
**Junru Roland**  
City Manager

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.04.29 07:52:49 -0500

Dear City Council Members,

My Name is Joseph Kessel and the information you are about to look at pertains to a variance of 15 inches that I require in order to build on a pre-existing pre-permitted concrete slab located on my property 208 E. Dumble. This building is going to provide two more rental spaces for new tenants or for the current tenant's expansion. I will give a short explanation for each document in a numbered format corresponding to that number located on that document.

- 1) 1975 Survey showing the existing building and other improvements. The important part shows the existing building off the property line by 2'8"
- 2) 1987 Survey showing the extra corner purchased connecting the property (Dumble) to Foley.
- 3) 2015 engineered drawing putting the two surveys together and a few future details I hope to be able to accomplish. A fence around the corner 1987 purchase with a roll back gate and possible building features door and window placement penned on the slab. The ditch, driveway easement, shell and limestone stabilization and the Dumble parking are improvements already in place. Most importantly it shows the additional 13 inches the new slab is set into the property making it 3'9" off the property line. The last photo numbered 17 shows this in detail.
- 4) This is a Google Earth Pro overhead view showing improvements and property lines as it is today.
- 5) Slab Plans from 1985 (needing the variance) document was found in the Public Utility Folder
- 6) Permit application for the slab
- 7) Building permit for the slab
- 8) Inspection and approval for the slab
- 9) Permit application for a building to be erected on that slab
- 10) Building permit for a building that was never erected
- 11) This next drawing is from James Ellis at Whirlwind for a building to match the roof lines, slab and the color of my existing building to be built to windstorm specs if a variance is approved
- 12) This is a before picture (December 2013) of the west side or bay side of the building
- 13) This is a after picture (December of 2014) of the bay side after replacing the siding and roof
- 14) This is a before picture (December 2013) Dumble street view
- 15) This is a after picture (December 2014) after the siding, roof, and the electrical updated
- 16) This is a view from Foley show this existing fence and slab located at 208 E Dumble
- 17) This picture shows the existing building 2'8" from property line and the slab 3'9" from the property.

I hope this format was easy to follow and understand. If there are any questions I hope to be able to answer them in great detail.

Thanks again for your time and consideration.



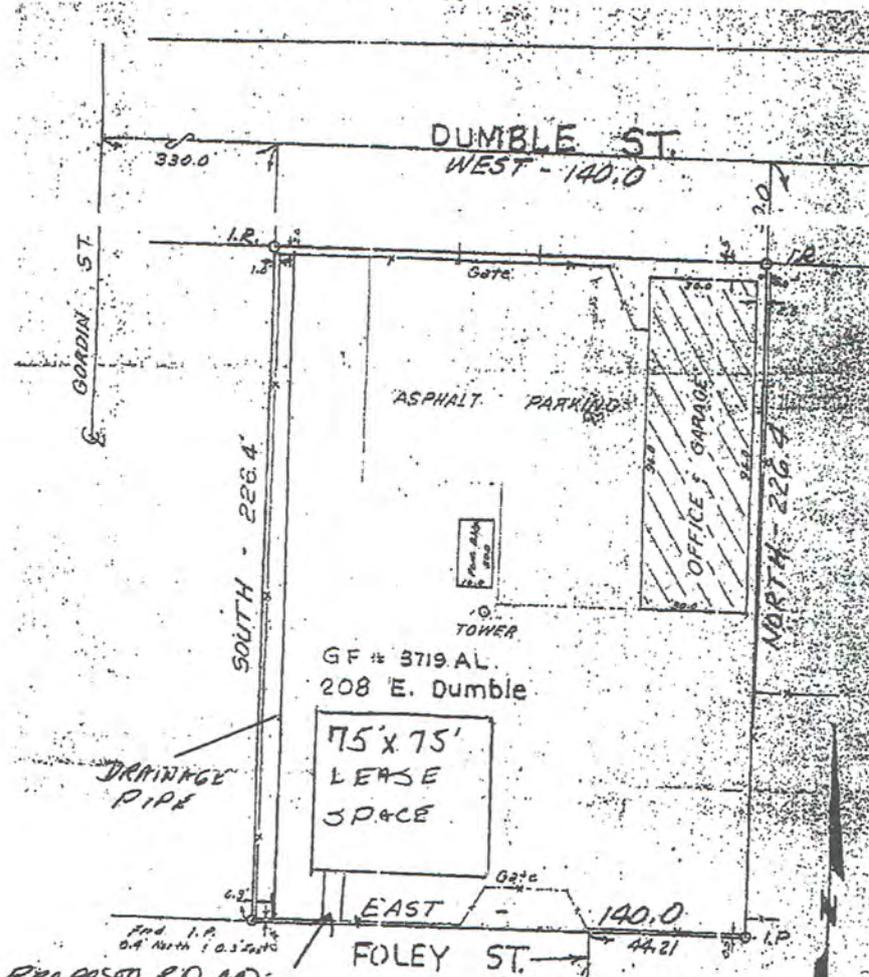
Joseph Kessel

1

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon, or photo-copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

EXHIBIT A



PROPOSED ROAD ACCESS SURVEY PLAT SHOWING IMPROVEMENTS ON

TRACT of Land 140 feet in width West to East and 226.4 feet in length North to South out of 11.37 acres of land out of Section 14, H. I. & B. RR. Co. Survey, Abstract 543, in Brazoria County, Texas, described as follows:

COMMENCING at the Northeast corner of said Section 14; THENCE West 1382 Feet to the Southwest corner of Section 15; THENCE South down the middle of Gordon Street 1097 Feet; THENCE East 330 feet for the beginning corner of the tract herein conveyed; THENCE South parallel to Gordon Street 226.4 feet to a point in the North line of heretofore unnamed street here called Foley Street for corner; THENCE East along the North line of Foley Street and at right angles to Gordon Street 140 feet to a point for the Southeast corner of the tract herein conveyed; THENCE North parallel to Gordon Street 226.4 feet to a point for the Northeast corner of the tract herein conveyed; THENCE West parallel to Foley Street and along Dumble Street 140 feet to the place of beginning, and being the same land described in deed, dated December 11, 1948, executed by W. T. McKissick to Brazoria County Drainage District No. 3, recorded in Volume 447, Page 605, of the Public Records of Brazoria County, Texas, to which deed reference is here made for all appropriate purposes, together with all improvements thereon.

Sur. June 26, 1975

BY: *W. H. Adams*



STATE OF TEXAS  
COUNTY OF BRAZORIA  
I, JONCE HUDMAN, Clerk of the County Court and for Brazoria County, Texas do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the OFFICIAL RECORD at the time and date as stamped hereon by me

*Joyce Hudson*  
County Clerk of Brazoria Co., TX

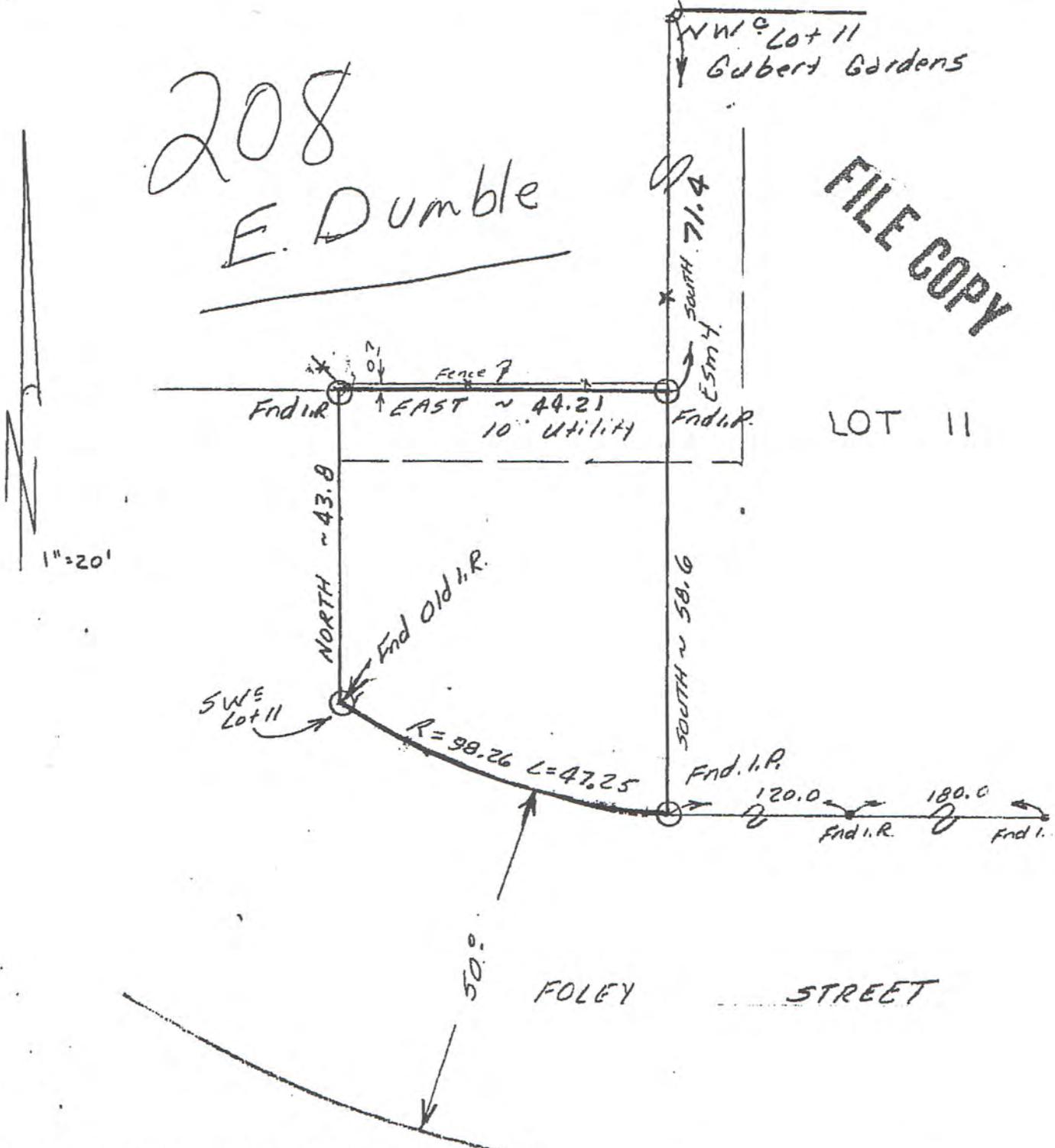
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01 JAN 22 PM 2:42  
*Joyce Hudson*  
COUNTY CLERK  
BRAZORIA COUNTY TEXAS

2

208  
E. Dumble

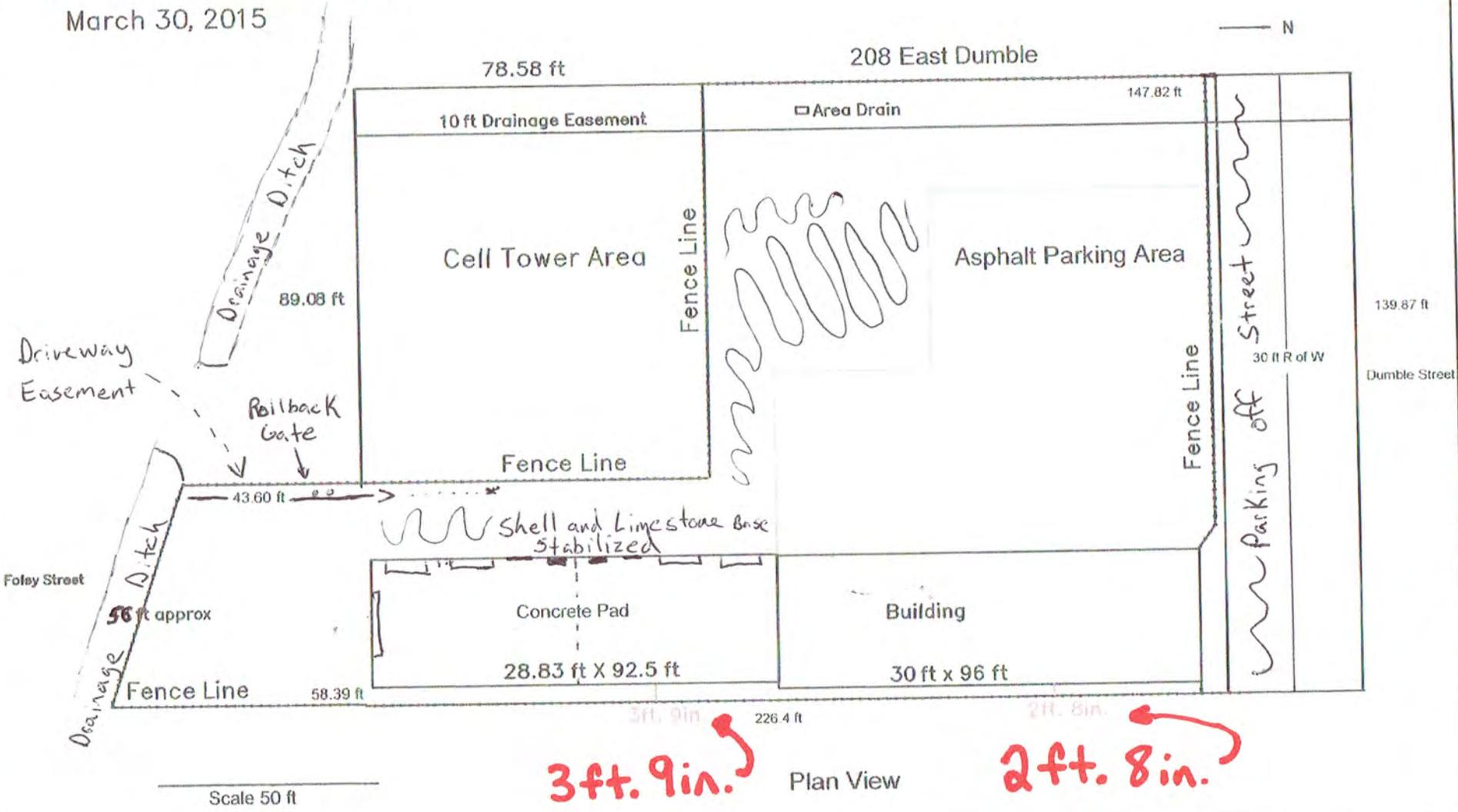
FILE COPY

LOT 11

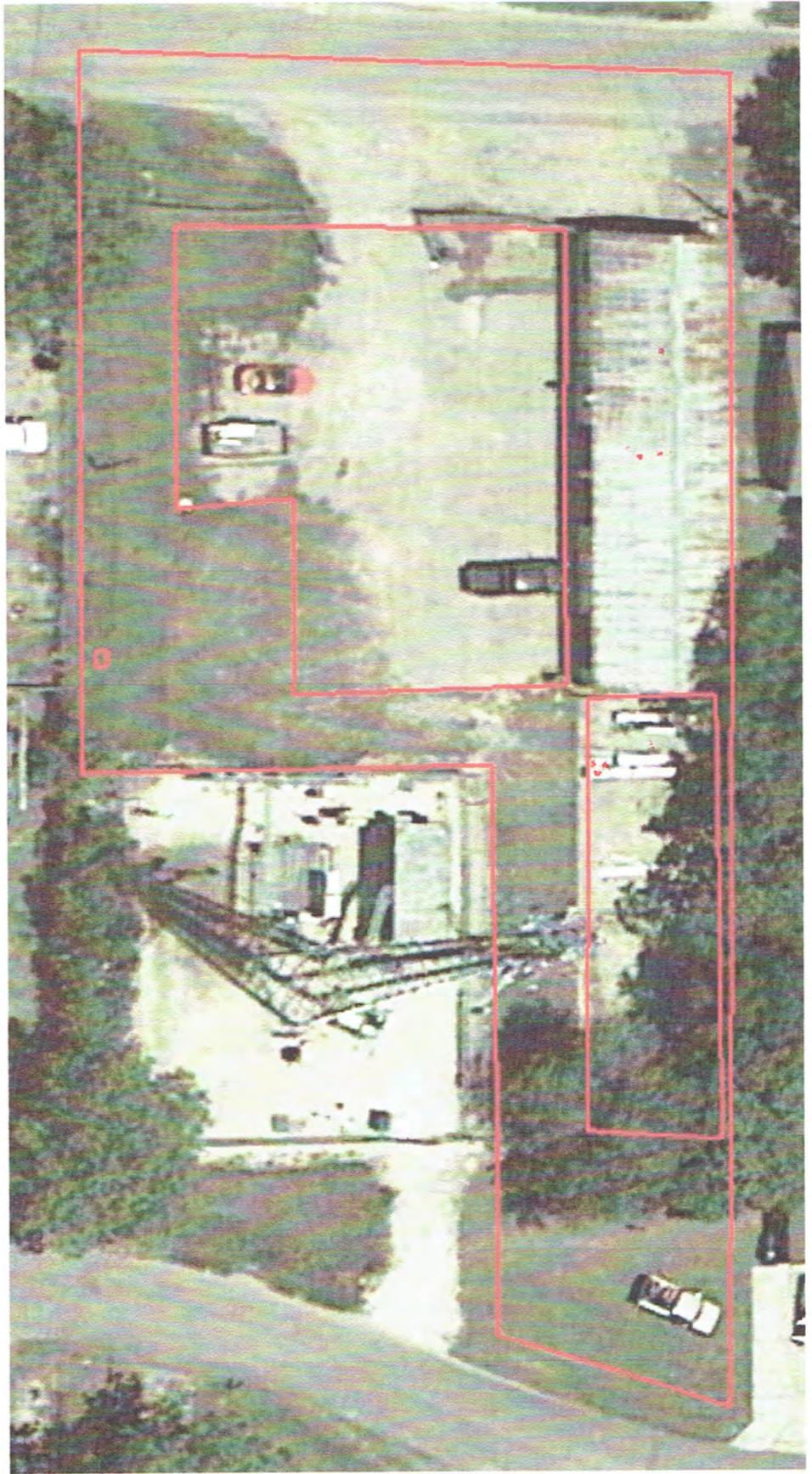


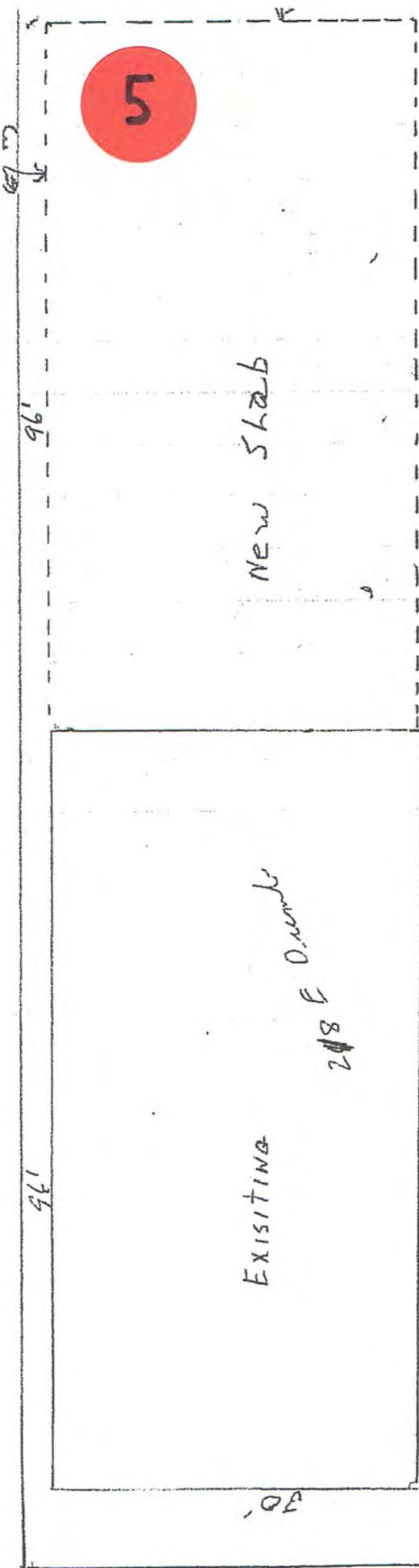
SURVEY PLAT SHOWING A PARCEL OF LAND OUT OF LOT ELEVEN (11) OF GUBERT GARDENS, A SUBDIVISION IN THE CITY OF ALVIN, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN VOLUME 7, PAGE 10, OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Plan View of 208 East Dumble  
March 30, 2015

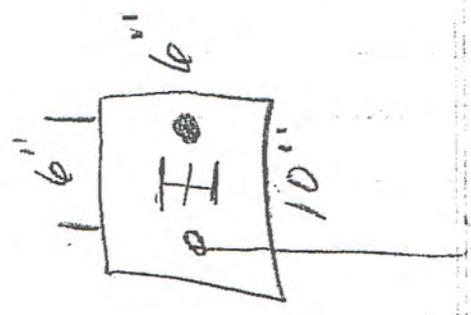


3ft. 9in.      2ft. 8in.  
Plan View





5 sack mix  
 1 1/2 aggregate  
 4" slump  
 4" thick



Anchor bolt on 12"  
 6x6 wire mesh  
 #3 Rebar

1/2 or half  
 meat

3/4 gal p  
 Rebar

Double

Double ST

196.4

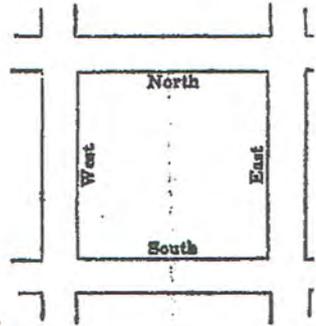
130

6

BUILDING INSPECTION DIVISION  
PUBLIC WORKS DEPARTMENT  
CITY OF ALVIN, TEXAS

PERMIT APPLICATION

For the Erection of Buildings, Accessories, Repairs,  
Wrecking, Awnings, Canopies, Etc.



Land Value \_\_\_\_\_  
Imp. Value \_\_\_\_\_  
Lot Size \_\_\_\_\_

Bond No. \_\_\_\_\_ Dated 6/26/85  
(Min. \$5,000.00)

Rendered in name of Charlie Thomas

Lot \_\_\_\_\_ Blk. \_\_\_\_\_ Addt. \_\_\_\_\_

Fee \$ \_\_\_\_\_ Address 208 By \_\_\_\_\_ Date \_\_\_\_\_

Use or Occupancies expansion of machine shop

Application for Construction of \_\_\_\_\_

Bldg. Height: No. Stories, etc. \_\_\_\_\_

Foundation \_\_\_\_\_

Exterior Walls \_\_\_\_\_

Interior Walls \_\_\_\_\_

Ceiling \_\_\_\_\_

Floor \_\_\_\_\_

Trusses \_\_\_\_\_

**FLOOD ZONE C**

Length \_\_\_\_\_

Width \_\_\_\_\_

No. of Bedrooms \_\_\_\_\_

No. of Baths \_\_\_\_\_

Total Cost of Improvements 3,500<sup>00</sup> 208

Owner Charlie Thomas Address 208 E. Dumble

Contractor same Tel. 331-3498

Drawings By \_\_\_\_\_ Engineer \_\_\_\_\_

Fire Zone	<u>C</u>
Type Bldg. 1	
Type Bldg. 2	
Type Bldg. 3	
Type Bldg. 4	
Type Bldg. 5	

	AREA
Group A	
Group B	
Group D	
Group R	
Group E	
Group F	
Group M	
Group I	
Group S	
Total	

	APPROVAL
Health	
Sewer	
Plbg.	
T and T	
Survey	

Applications, Plans Checked and Approved Subject to Provisions of Building Code.  
Date 6-26-85  
By Mark W. Huber  
Chief Building Inspector

This Application to be accompanied by suitable drawings and Specifications in duplicate for approval, and if not for the erection of building or buildings or other type of structure, a plot plan indicating the location of building or buildings, etc., on said lot. All provisions of the Building Code, or other governing ordinances shall be complied with whether or not herein specified.

I hereby accept all conditions herein above mentioned and certify that all statements herein recorded by me are true.

Date Issued 6-26-85  
SIGNED Charlie Thomas by Eldon  
( ) Owner (X) Contractor ( ) Agent

PERMIT No. 6813  
Helen  
Permit Clerk

OCCUPANCY PERMITS ARE REQUIRED FOR OCCUPANCY OF ALL BUILDINGS OR CHANGE IN USE THEREOF

MUST BE POSTED ON JOB SITE

# BUILDING PERMIT

CITY OF ALVIN, TEXAS

6813



Date 6-26-85r

Permission is hereby granted Charlie Thomasd  
For the erection of the following building and improvements, according to the following general description and specifications.

Contractor Same

Street 208 City \_\_\_\_\_ State \_\_\_\_\_

Location of Improvement: Street 216' E. Dumble Lot \_\_\_\_\_ Block \_\_\_\_\_

Addition \_\_\_\_\_ Building: Length \_\_\_\_\_ Width \_\_\_\_\_ Stories \_\_\_\_\_

Materials: (1) Foundation slab (2) Walls \_\_\_\_\_ (3) Roof \_\_\_\_\_

Number of Bath Rooms \_\_\_\_\_ Approximate Cost: \$3,500.00 Square Feet \_\_\_\_\_

Use of building Slab City! Other improvements, general description \_\_\_\_\_

and specifications: \_\_\_\_\_

Flood zone \_\_\_\_\_ lowest  
Floor shall be elevated to \_\_\_\_\_

minimum. Certificate of elevation  
must be submitted to Building  
official before final inspection.

Permit and Inspection Fee \$16.00 By Helen Hall City of Alvin

The issuance of this permit does not grant the holder of the Building Permit any right or privilege to disobey or violate any Ordinances of the City of Alvin.

The issuance of this Permit does not waive any responsibility on the part of the person receiving this permit to comply with all Ordinances of the City of Alvin.

ACCEPTED AND AGREED TO: Charlie Thomas Permittee

CR # 2506 \$10-

INSPECTION REQUEST

DATE: 7-11-85 TIME: 10:15 A.M. \_\_\_\_\_ P.M.

ADDRESS: 208 E. Dumbell

CONTRACTOR: Charlie Thomas

REQUESTED BY: \_\_\_\_\_

PHONE NO. \_\_\_\_\_ PERMIT # \_\_\_\_\_

BUILDING: ✓ Slab -

ELECTRICAL: \_\_\_\_\_

PLUMBING: \_\_\_\_\_

RECEIVED BY: \_\_\_\_\_ *[Signature]*

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED: ✓ NOT APPROVED: \_\_\_\_\_

INSPECTION REMARKS: Approved to pour  
slab of this proposed  
blt.

DATE: 7-11-85 INSPECTOR [Signature]

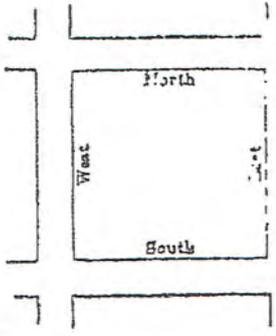
9

\$2000 plan ✓ fee

BUILDING INSPECTION DIVISION  
PUBLIC WORKS DEPARTMENT  
CITY OF ALVIN, TEXAS

PERMIT APPLICATION

For the Erection of Buildings, Accessories, Repairs,  
Wrecking, Awnings, Canopies, Etc.



Land Value \_\_\_\_\_

Imp. Value \_\_\_\_\_

Lot Size \_\_\_\_\_

Bond No. \_\_\_\_\_ Dated 3-6-87  
(Min. \$5,000.00)

Rendered in name of Charlie Thomas

Lot \_\_\_\_\_ Blk. \_\_\_\_\_ Addt. \_\_\_\_\_

Fee \$ 4000 Address 208 E. Dumble

By \_\_\_\_\_ Date \_\_\_\_\_

Use or Occupancies Storage building for vehicles

Application for Construction of " " " "

Bldg. Height: No. Stories, etc. 1 story

Foundation concrete (existing)

Exterior Walls metal

Interior Walls \_\_\_\_\_

Ceiling open

Floor \_\_\_\_\_

Roof \_\_\_\_\_

Trusses \_\_\_\_\_

Flood Zone "C"

Length 96' Total Due 6000

Width 30'

No. of Bedrooms \_\_\_\_\_

No. of Baths \_\_\_\_\_

**SHELL ONLY!**

Total Cost of Improvements 12,00000

Owner Charlie Thomas Address 208 E. Dumble

Contractor \_\_\_\_\_ Tel. 331-3498

Drawings By \_\_\_\_\_ Engineer \_\_\_\_\_

Fire Zone	<u>out</u>
Type Bldg. 1	_____
Type Bldg. 2	<u>✓</u>
Type Bldg. 3	_____
Type Bldg. 4	_____
Type Bldg. 5	_____

Group A	_____
Group B	_____
Group D	<u>Shell</u>
Group R	<u>One</u>
Group E	_____
Group F	_____
Group M	_____
Group H	_____
Group I	_____
Group S	<u>2880</u>
Total	<u>2880</u>

Health	_____
Sewer	_____
Plbg.	_____
T and T	_____
Survey	_____

Applications, Plans Checked or Approved Subject to Provisions of Building Code.  
Date 3-6-87  
By Mark W. Huber  
Chief Building Inspector

This Application to be accompanied by suitable drawings and Specifications in duplicate for approval, and if not for the erection of building or buildings or other type of structure, a plot plan indicating the location of building or buildings, etc., on said lot, and of the Building Code, or other governing ordinances shall be complied with whether or not herein specified.

I hereby accept all conditions herein above mentioned and certify that all statements herein recorded by me are true.

PERMIT No. 7205

Date Issued \_\_\_\_\_

SIGNED \_\_\_\_\_  
( ) Owner ( ) Contractor

# BUILDING PERMIT

CITY OF ALVIN, TEXAS

7205



Date March 12, 1987

Permission is hereby granted Charlie Thomas  
For the erection of the following building and improvements, according to the following  
general description and specifications.

Contractor Charlie Thomas

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Location of Improvement: Street 208 E DUMBLE Lot \_\_\_\_\_ Block \_\_\_\_\_

Addition \_\_\_\_\_ Building: Length 96' Width 30' Stories 1

Materials: (1) Foundation concrete (2) Walls metal (3) Roof open

Number of Bath Rooms 0 Approximate Cost: \$ 12,000.00 Square Feet \_\_\_\_\_

Use of building storage for vehicles - Other improvements, general description  
and specifications SHELL ONLY Flood Zone "C"

Truss drawing to be sealed by P. E.

Permit and Inspection Fee \$ 40.00

*Paulette Davison*  
By Paulette Davison  
City of Alvin

The issuance of this permit does not grant the holder of the Building Permit any  
right or privilege to disobey or violate any Ordinances of the City of Alvin.

The issuance of this Permit does not waive any responsibility on the part of the  
person receiving this permit to comply with all Ordinances of the City of Alvin.

ACCEPTED AND AGREED TO: *Charlie Thomas*  
Permittee







14



15



16



17



[Sec. 21-4. - Variances.](#)

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

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

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

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

[Sec. 21-4. - Variances.](#)

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



# AGENDA COMMENTARY

Discussion Date: 05/07/2015

Approval Date: 05/07/2015

Submitted By: Michelle H. Segovia

## SUBJECT:

Consider agreement for Professional Services with HDR Engineering, Inc. in an amount not to exceed \$70,285.00 for engineering services for the design of the Alvin Railroad Quiet Zone; and authorize the Mayor to sign.

## DISCUSSION:

In order to establish the Alvin Quiet Zone at the intersections of Tovrea Road, Gordon Street, Second Street, and CR 149 certain railroad criteria will have to be met to ensure approval of the Quiet Zone. In the attached contract, submitted by HDR Engineering, Inc., engineering services will be provided, and plans will be drafted that will meet all TXDOT and Railroad criteria for permitting of the Quiet Zone. The contract cost for these services shall not exceed \$70,285 and will be paid out of account 312-5501-00-9018.

Along with the modifications to the four crossings mentioned above closure of the Avenue E 1/2 crossing will also be proposed.

## RECOMMENDATION:

Move to approve the Professional Services Agreement with HDR Engineering, Inc. and authorize the Mayor to sign.

## ATTACHMENTS:

- |                                    |    |
|------------------------------------|----|
| 1. Professional Services Agreement | 4. |
| 2. Estimates of Construction Costs | 5. |
| 3.                                 | 6. |

Submitted by:

Michelle  
Segovia

Department Head

Digitally signed by Michelle H. Segovia  
DN: cn=Michelle Segovia, email=ms@alvin-tx.com, o=HDR Engineering, email=HDR@hdr.com, c=US  
Date: 2015.04.30 09:50:32 -0500

Funds Available:

Junru M  
Roland

Finance Director

Digitally signed by Junru M Roland  
DN: cn=Junru M Roland, o=HDR Engineering, email=jroland@hdr.com, c=US  
Date: 2015.04.30 09:50:32 -0500

Approved as to Form:

  
City Attorney

Approved By:

Junru M  
Roland

City Manager

Digitally signed by Junru M Roland  
DN: cn=Junru M Roland, o=HDR Engineering, email=jroland@hdr.com, c=US  
Date: 2015.04.30 09:50:32 -0500

**SHORT FORM AGREEMENT BETWEEN OWNER AND HDR ENGINEERING, INC.  
FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made as of this 7th day of May, 2015, between City of Alvin (“OWNER”) a municipal corporation, with principal offices at 216 W Sealy St, Alvin, TX 77511, and HDR ENGINEERING, INC., (“ENGINEER”) a Nebraska corporation, with principal offices at 8404 Indian Hills Drive, Omaha, Nebraska, 68114 for services in connection with the project known as Quiet Zone 1 BNSF Crossings (“Project”);

**WHEREAS**, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

**WHEREAS**, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

**NOW, THEREFORE**, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

**SECTION I. SCOPE OF SERVICES**

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

**SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The “HDR Engineering, Inc. Terms and Conditions for Professional Services,” which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

**SECTION III. RESPONSIBILITIES OF OWNER**

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

**SECTION IV. COMPENSATION**

Compensation for ENGINEER’S services under this Agreement shall be on the following Fee Schedule:

Final Design Phase (Lump Sum)	<b>\$ 23,800.00</b>
Wayside Horn Design and Construction Phase (Cost + 10%)	<b>\$17,600.00</b>
Bidding Phase (Lump Sum)	<b>\$ 3,200.00</b>
Construction Administration (Lump Sum)	<b>\$ 6,210.00</b>
Diagnostic Review and Notice of Intent - Special Service (Time and Material)	<b>\$ 6,250.00</b>
Notice of Establishment - Special Service (Time and Material)	<b>\$ 11,725.00</b>
<u>Reimbursable Expenses</u>	<b><u>\$ 1,500.00</u></b>
<b>TOTAL</b>	<b>\$70,285.00</b>

Compensation terms are defined as follows:

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, shipping and express, and other incurred expense. ENGINEER will add ten percent (10%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability. Mileage will be charge at the prevailing IRS rate.

Lump Sum shall mean a fixed amount which shall be the total compensation agreed upon in advance for Scope of Services.

Monthly invoices will be submitted for all engineering work completed to invoice date. The invoices for lump sum work would be based on a percentage of completion of each phase applied to the lump sum fee.

**SECTION V. PERIOD OF SERVICE**

Upon receipt of written authorization to proceed, ENGINEER shall perform the services described in Exhibit A within a reasonable period of time

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER’S services have been agreed to in anticipation of the orderly and continuous progress of the project through

completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

**SECTION VI. SPECIAL PROVISIONS**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

City of Alvin  
"OWNER"

BY: \_\_\_\_\_

NAME: Paul A. Horn

TITLE: Mayor

ADDRESS: 216 W Sealy St

Alvin, Texas 77511

HDR ENGINEERING, INC.  
"ENGINEER"

BY: 

NAME: David Weston

TITLE: Department Manager

ADDRESS: 4635 Southwest Freeway, Suite 1000

Houston, Texas 77027

**EXHIBIT A**  
**SCOPE OF SERVICES**

## Exhibit A

Engineer shall provide Basic and Additional Services as set forth below.

### **INTRODUCTION**

HDR last submitted preliminary plans in June, 2010 and the City decided not to proceed forward with the project after the 90% submittal. This Scope of Work will define the engineering services to be provided to the City of Alvin, Texas (City) by HDR Engineering, Inc. (Engineer) for three at-grade crossings, one wayside horn, and one closing of a crossing on the BNSF Mainline, designated as Quiet Zone 1, in Alvin, Texas. The project includes the addition of Supplementary Safety Measures (SSM's), wayside horns, and associated roadway improvements at the railroad crossings as listed below:

#### Quiet Zone 1 (QZ1) BNSF Crossings

- Crossing 1 – Tovrea Road (At grade crossing)
- Crossing 2 – North Gordon Street (State Highway Business 35) (Wayside horn)
- Crossing 3 – North Second Street (At grade crossing)
- Crossing 4 – Avenue E ½ (Crossing Closing)
- Crossing 5 – County Road (CR) 149 (At grade crossing)

### **GENERAL REQUIREMENTS**

The following general requirements are incorporated into this project scope:

1. Engineer shall provide manpower, equipment, supplies, transportation, services, and incidentals necessary to accomplish the project objectives outlined in this Scope of Services, except where noted.
2. Engineer shall provide feasible design for SSM's that will result in a permanent Quiet Zone corridor in accordance with Federal Railroad Administration Final Rule requirements. The SSM treatments will consist of gates with medians or channelization devices.
3. Engineer shall utilize a sub consultant to provide feasible design for wayside horn's that will result in a permanent Quiet Zone corridor in accordance with Federal Railroad Administration Final Rule requirements.
4. Engineer shall provide feasible design for railroad crossing closure at Avenue E ½ and a "right turn only" median on Old Galveston Road at the Gordon Street intersection. These improvements will be designed utilizing aerial photographs (no topographical surveying is included in this proposal).
5. Engineer shall use current City design guidelines, criteria, and specifications. Where they are not available or applicable, Engineer shall address, evaluate, and incorporate appropriate professional, technical, and industry trade organization's recommendations and practices, as well as generally accepted design criteria.
6. Engineer shall maximize use of existing information, reports, surveys, and data available, aerial photographs, as well as confirm the accuracy of existing information, as necessary, provided by the City.

7. The design shall be consistent with the existing roadway facilities in and around the project limits.
8. Standards and typical construction details of the City may be referred to in the specifications and on the drawings. Only details not included in the City standards need to be included in the construction documents.

## **PROJECT MANAGEMENT**

The project management portion of this contract shall include project team meetings, correspondence, invoicing, schedule, resource and budget tracking, and other project management duties required for the duration of the project, including reimbursable expenses. The following tasks and expenses shall be considered part of Project Management:

### **Team Meetings and Correspondence**

1. Meetings between the City and the Engineer shall occur as needed. Decisions resulting from such meetings shall be documented and kept in the project files.
2. Engineer shall prepare notes and correspondence such as to maintain documentation of project-related conversations, decisions, and City direction that takes place during the duration of the project.
3. This will include a Diagnostic review with HDR, Federal Railroad Administration (FRA), City of Alvin, Texas Department of Transportation (TXDOT), and BNSF to discuss potential improvements.

### **Subconsultant Coordination**

1. Engineer shall review subconsultant deliverables to ensure they comply with project schedule, standards and requirements.

### **Reimbursable Expenses**

Expenses that qualify under this category include mileage for travel associated with the project, courier charges, printing and reproduction charges associated with deliverables.

### **Quality Assurance / Quality Control (QA/QC)**

1. Prior to submitting deliverables to the City, a Senior Engineer shall thoroughly review plans, specifications, and estimates, as well as other deliverables, for accuracy and completeness. Documentation of QA/QC reviews shall be kept in the project files.
2. Periodically throughout the project, the Project Principal shall check with the project manager and City staff to discuss the performance of the project team, address staffing concerns (if any), and ensure the City's needs are being met in accordance with the scope and schedule.

## **FINAL DESIGN**

The final design task shall include design, coordination, and meetings required to develop final, “ready-to-advertise” plans, specifications, and engineer’s estimate of probable cost for the project. Labor and expenses associated with these tasks will be billed in accordance with the rates and/or procedures outlined in Exhibit A. **The Draft Final Submittal shall be reviewed and approved by the City prior to bidding.**

The proposal further defined in categories of Basic Services and Special Services, where Basic Services are those services normally associated with fundamental engineering services for a project and Special Services are those services that are project specific and/or not considered part of the fundamental Basic Services effort. Special services are tasks such as Diagnostic Site visit with TxDOT and BNSF representatives, Notice of Intent, and Notice of Establishment.

### **Design**

Engineer shall prepare a package according to City standards depicting a design for the construction of the final safety measures such as median barriers at three railroad crossings, wayside horn design at one railroad crossing, one railroad crossing closure, and right turn only median.

1. Engineer shall finalize construction plan sheets produced in the preliminary design and complete the other sheets necessary for a construction package as outlined below. Comments from the City and other reviewing agencies shall be incorporated into the plans as required.
2. Engineer shall prepare construction details as required for the project. Items that are included in the City standards may be referred to on the plans and in the specifications and will not be redrawn.
3. Engineer shall conduct a site visit to the field to verify information in the plans and specifications is correct. Any information varying from the original existing conditions shall be updated accordingly.
4. Engineer shall update final quantities to reflect the final design and prepare an engineer’s estimate of probable cost.
5. Engineer shall prepare final specifications and bid proposal in “ready-to-advertise” format. Dates, addresses, contact information, etc. shall be coordinated with the City and inserted into the bid documents. Bid proposal shall reflect the items and quantities as shown in the final plans and specifications.
6. Where design work is being prepared by others within or adjacent to the project limits, City shall coordinate preparation of bid documents with the engineer as required.

### **Utility Coordination**

No utility coordination is anticipated at this time. If required, HDR assumes the City of Alvin will be responsible for utility coordination. Contractor is expected to perform Texas One Call prior to Construction.

## **BIDDING**

1. During the bidding process, provide information to and answer questions from potential bidders concerning the Project's construction documents and prepare addendums as necessary.
2. Conduct a pre-bid conference for potential bidders.
3. Evaluate the bids and the qualifications of the apparent low bidders.
4. Present a Letter of Recommendation on the apparent low bidder to the Council.

## **CONSTRUCTION CONTRACT ADMINISTRATION**

1. Review submitted contract information from the contractor and aid the City in executing the contract documents (insurance, bonds, etc.).
2. Conduct a pre-construction conference for the project.
3. Act as the City's Project Representative as requested by the City during the construction phase.
4. Review and respond accordingly to submittals as required by the contract specifications, if requested by the City.
5. Prepare change orders necessitated by field conditions, if requested by the City.
6. HDR shall perform one (1) site visit observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents. This task does not include detailed measurements or investigations. Construction observation (fulltime or part time site representation) is not included as part of the Construction Administration tasks.
7. HDR will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). HDR's effort will be directed toward providing a greater degree of confidence for the City of Alvin that the completed work of Contractor(s) will conform to the Contract Documents, but HDR will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and on the basis of on-site observations HDR shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
8. Assist the City in conducting a final inspection of the project.
9. Provide one (1) set of reproducible record plans based on the red line drawings provided to HDR by the Contractor(s).

## **SPECIAL SERVICES**

Engineer shall coordinate with the respected entities, attend site meetings, provide meeting minutes of meet, provide required documentation, and provide assistance to the City.

### **Diagnostic Review and Notice of Intent**

1. Engineer shall attend meeting with BNSF and TxDOT for the diagnostic review of the proposed improvements.
2. Engineer shall provide meeting minutes from diagnostic review.
3. Engineer shall provide required engineering data, drawings, and coordinate with the City.
4. Engineer shall prepare a Notice of Intent for the City to issue to BNSF and the FRA.

### **Notice of Establishment**

1. It is estimated that two meeting will be required. One with FRA regional representative and one with BNSF representative.
2. Engineer shall provide meeting minutes for the two meetings.
3. Engineer shall coordinate with the City on requested information.
4. Engineer shall provide requested engineering data and drawings.
5. Engineer to provide Notice of Establishment for the City to issue to both BNSF and the FRA once improvements are completed and requirements are met.

## **ASSUMPTIONS AND ITEMS NOT INCLUDED IN THIS SCOPE**

The following items have not been included in this scope and fee proposal. If during the design process, it is determined by the Client that the Engineer should perform this work, the Engineer shall provide the Client with a supplemental agreement defining the additional design scope and associated fee.

1. Drainage design outside of Right-of-Way;
2. Geotechnical investigation, reports, or recommendations
3. Traffic signal design (phasing, detection loop layout, control box placement, conduit sizing, etc.).
4. The Contractor shall be solely responsible for jobsite safety.
5. Signal Engineering design, procurement and cost determination will be provided by the railroad.
6. The City will reimburse the railroad for signal costs and annual maintenance costs under separate agreement with the railroads.

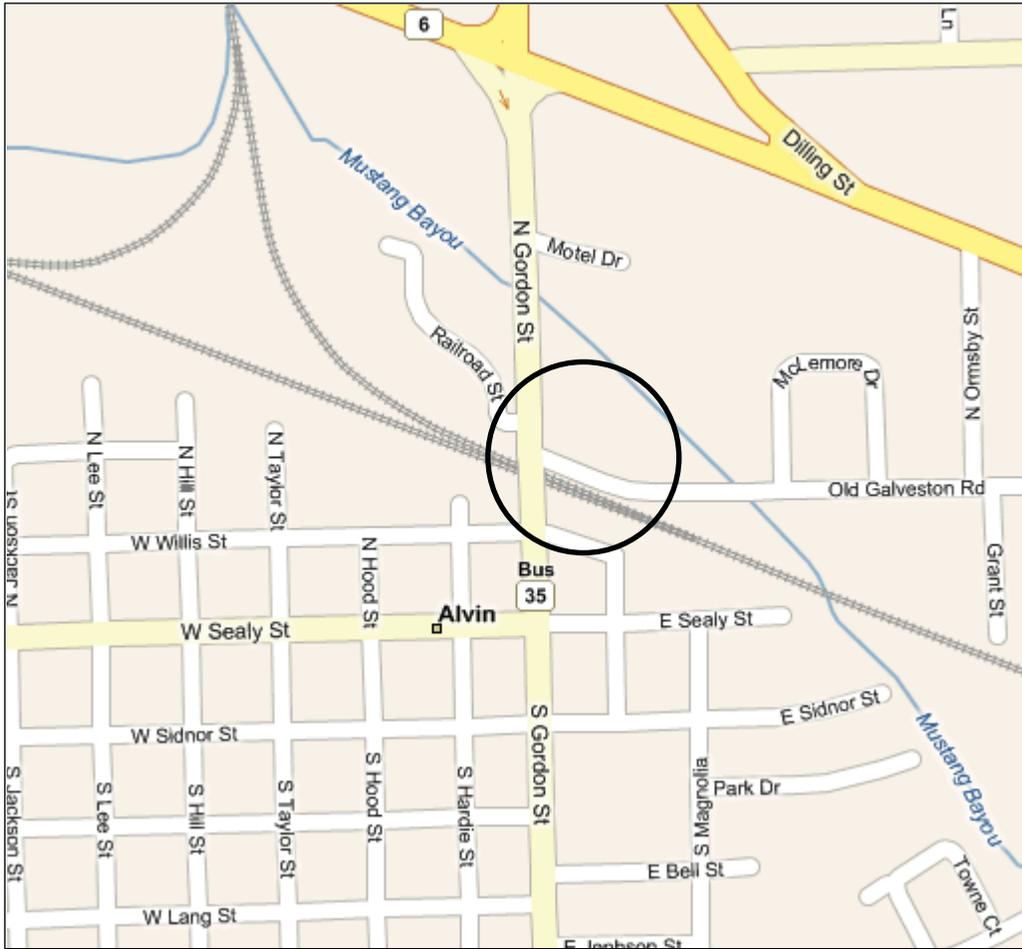
7. Material testing for asphalt, concrete and sieve analysis will be provided by the contractor utilizing a mutually agreed upon independent testing service with results verified by HDR.
8. Railroad flagging protection.
9. Property acquisition and boundary surveys are not part of this proposal.
10. Permit fees shall be paid by the City.
11. Utility coordination effort is based on notification of local utility companies.
12. Contractor will furnish a construction trailer if required.
13. Construction activities will be scheduled to accommodate existing roadway operations and requirements.
14. Project meetings will be conducted at the City of Alvin offices.
15. Construction observation (full time inspection)

**LOCATION MAP**



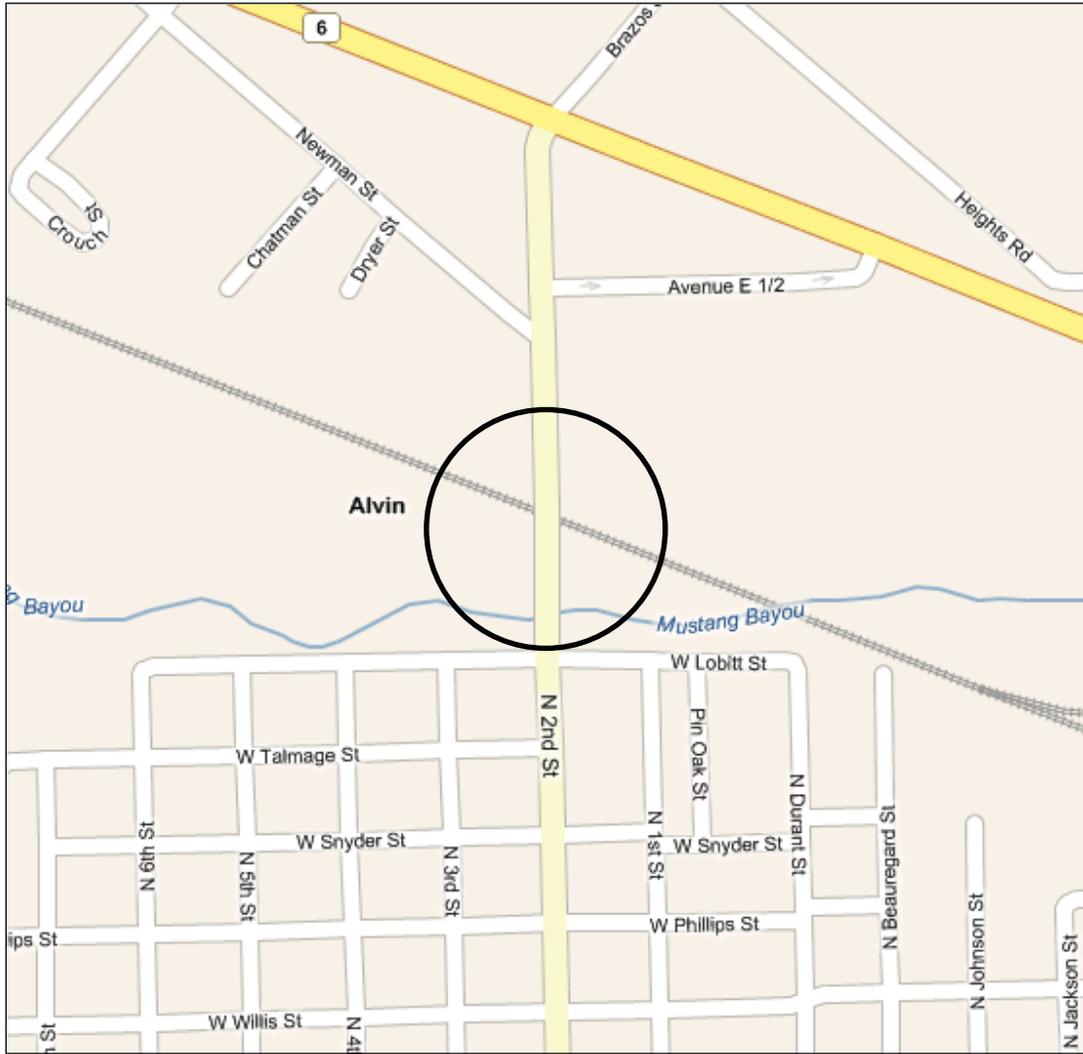
**Figure 1 – Tovrea Road**

**LOCATION MAP**



**Figure 2 – North Gordon Street (Business 35)**

**LOCATION MAP**



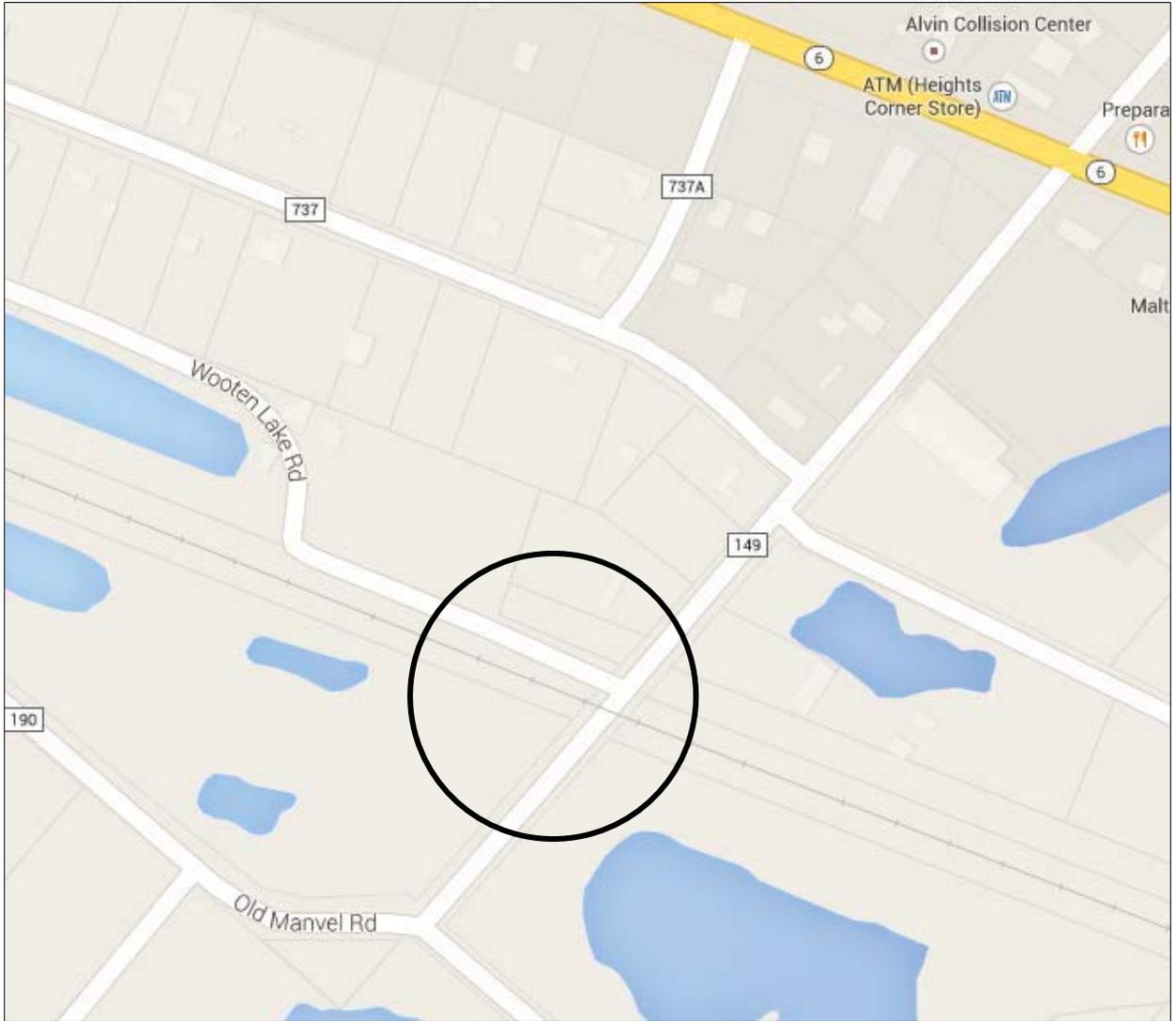
**Figure 3 – North Second Street**

**LOCATION MAP**



**Figure 4 – Avenue E 1/2**

**LOCATION MAP**



**Figure 5 – County Road 149**

**EXHIBIT B**

**TERMS AND CONDITIONS**

# HDR Engineering, Inc.

## Terms and Conditions for Professional Services

### 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

### 3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

### 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

### 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

### 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any

OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

### 7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

### 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

### 9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

### 10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

### 11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support

of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

## 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

## 13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

## 14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

## 15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate,

remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations.

OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

## 16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

## 17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$100,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER ENGINEER'S COMMERCIAL GENERAL LIABILITY INSURANCE POLICY.

## 18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

## 19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

## Quiet Zone 1 BNSF Crossings City of City of Alvin

### Construction Cost Estimate for Four Crossings (Gordon (SH 35), 2nd, Tovrea, and E 1/2)

Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Wayside Horn System at Gordon Street	LS	1	\$145,000.00	\$145,000
2	12" Wide Reinforced Concrete Curb	LF	415	\$15.00	\$6,225
3	4" Reflective Pavement Marking - Yellow	LF	500	\$0.80	\$400
4	24" Reflective Pavement Marking - White	LF	160	\$0.50	\$80
5	RR Xing Reflective Pavement Marking - White	EA	4	\$250.00	\$1,000
6	Pavement removal	SY	450	\$10.00	\$4,500
7	Permanent Barricade (Bollards)	EA	12	\$400.00	\$4,800
8	Street Signs	EA	18	\$350.00	\$6,300
9	6" Wide Reinforced Concrete Curb	LF	130	\$6.00	\$780
10	4" Thick Concrete Slab	SF	285	\$6.00	\$1,710
11	BNSF Flagger Allowance	LS	1	\$7,000.00	\$7,000
<b>Construction Cost</b>					<b>\$177,800</b>
<b>Miscellaneous Items (20%)</b>					<b>\$35,560</b>
<b>Estimate of Probable Cost of Construction</b>					<b>\$213,360</b>

*These estimates are presented for planning purposes only and are subject to change as the project progresses*

Quiet Zone 1 BNSF Crossings  
City of City of Alvin

**Construction Cost Estimate for Five Crossings (Gordon (SH 35), 2nd, Tovrea, E 1/2, and CR 149)**

Item	Item Description	Unit	Quantity	Unit Price	Cost
1	Wayside Horn System at Gordon Street	LS	1	\$145,000.00	\$145,000
2	12" Wide Reinforced Concrete Curb	LF	615	\$15.00	\$9,225
3	4" Reflective Pavement Marking - Yellow	LF	800	\$0.80	\$640
4	24" Reflective Pavement Marking - White	LF	240	\$0.50	\$120
5	RR Xing Reflective Pavement Marking - White	EA	6	\$250.00	\$1,500
6	Pavement removal	SY	450	\$10.00	\$4,500
7	Permanent Barricade (Bollards)	EA	12	\$400.00	\$4,800
8	Street Signs	EA	26	\$350.00	\$9,100
9	6" Wide Reinforced Concrete Curb	LF	130	\$6.00	\$780
10	4" Thick Concrete Slab	SF	285	\$6.00	\$1,710
11	BNSF Flagger Allowance	LS	1	\$8,000.00	\$8,000
<b>Construction Cost</b>					<b>\$185,380</b>
<b>Miscellaneous Items (20%)</b>					<b>\$37,080</b>
<b>Estimate of Probable Cost of Construction</b>					<b>\$222,460</b>

*These estimates are presented for planning purposes only and are subject to change as the project progresses*



# AGENDA COMMENTARY

**Discussion Date:** 05/07/2015

**Approval Date:** 05/07/2015

**Submitted By:** Michelle H. Segovia

## SUBJECT:

Consider a Master Preliminary Plat for Southern Colony Sections 2A, 2B, and 3, a subdivision of 67.691 acres of land (located along the east side of FM521 in the portion of the Alvin ETJ that is within Fort Bend County) situated in the William Hall League, Abstract 31, Fort Bend County, Texas; being a partial replat of The T. W. & J. H. B. House Subdivision, a subdivision recorded in volume 7, page 301, deed records of Fort Bend County, Texas; and a partial replat of Reserve J, Southern Colony Section 1, a subdivision recorded in plat number 20050137, plat records of Fort Bend County, Texas and with consideration of a variance to the City's Code of Ordinances Section 21-110 (b)(4 and 5) regarding lot size.

## DISCUSSION:

This subdivision is located along the east side of FM 521 in the portion of the Alvin ETJ that is within Fort Bend County. This Master Preliminary Plat proposes the next three sections of the Southern Colony Subdivision. The plat consists of 10 blocks, 348 lots and 13 reserves. In order to revive development within this community the Developer is requesting to be allowed to build 45' wide and 5,000 square foot lots identical to the lots previously platted in Southern Colony Section 1 that was constructed in 2005 prior to the Planned Unit Development Section of the Subdivision Ordinance being changed. The plat meets all other conditions of the PUD Ordinance outside of lot width/size.

The Planning Commission reviewed the plat as presented with a variance to lot width/size and made a recommendation of approval at their meeting on April 21, 2015.

## RECOMMENDATION:

Move to approve the Master Preliminary Plat for Southern Colony Sections 2A, 2B, and 3, along with a variance to lot width and size.

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

## ATTACHMENTS:

- |  |    |
|--|----|
| 1. Plat copies (3 sheets)                    | 4. |
| 2. Variance request letter and documentation | 5. |
| 3. Sec 21-4 - Variance provisions            | 6. |

**Submitted by:**  
**Michelle Segovia**  
Digitally signed by Michelle Segovia  
DN: cn=Michelle Segovia, o=City of Alvin,  
ou=Engineering,  
email=msegovia@cityofalvin.com, c=US  
Date: 2015.04.16 16:41:54 -0500  
**Department Head**

**Funds Available:**  
**Bobbi J Kacz**  
Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2015.04.28 16:38:22 -0500  
**Finance Director**

**Approved as to Form:**  
**Junru Roland**  
Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.04.29 08:06:47 -0500  
**City Attorney**

**Approved By:**  
**Junru Roland**  
Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.04.29 08:06:47 -0500  
**City Manager**

CALLED 162.254 ACRES  
HANNOVER ESTATES, LTD.  
F.N. 2004018462  
F.C.B.O.R.

P.O.B.  
NAD83 GRID COORDINATES  
X= 3,092,236.58  
Y= 13,733,654.25

CALLED 4.314 ACRES  
LOT 2  
WALLER FAMILY REVOCABLE  
LIVING TRUST  
F.N. 2002040683  
F.B.C.O.R.

CALLED 4.314 ACRES  
LOT 3  
WALLER FAMILY REVOCABLE  
LIVING TRUST  
F.N. 2002040683  
F.B.C.O.R.

CALLED 4.314 ACRES  
LOT 3  
WALLER FAMILY REVOCABLE  
LIVING TRUST  
F.N. 2002040683  
F.B.C.O.R.

ELAN DEVELOPMENT  
COMPANY, INC.  
RESIDUE OF  
276.526 ACRES  
F.N. 1999057308  
F.B.C.O.R.

RESERVE	ACREAGE	SQ.FT.	TYPE
A	0.501	21,829	RESTRICTED TO LANDSCAPE/OPEN SPACE
B	1.994	86,846	RESTRICTED TO LANDSCAPE/OPEN SPACE/PARK
C	0.351	15,272	RESTRICTED TO LANDSCAPE/OPEN SPACE/PARK
D	0.045	1,943	RESTRICTED TO LANDSCAPE/OPEN SPACE
E	0.158	6,902	RESTRICTED TO LANDSCAPE/OPEN SPACE/PARK
F	0.264	11,519	RESTRICTED TO LANDSCAPE/OPEN SPACE/PARK
G	0.574	25,013	RESTRICTED TO LANDSCAPE/OPEN SPACE/PARK
H	0.410	17,844	RESTRICTED TO LANDSCAPE/OPEN SPACE
I	0.383	16,690	RESTRICTED TO LANDSCAPE/OPEN SPACE
J	1.682	73,247	RESTRICTED TO LANDSCAPE/OPEN SPACE/PARK
K	0.055	2,396	RESTRICTED TO LANDSCAPE/OPEN SPACE
L	0.451	19,664	RESTRICTED TO LANDSCAPE/OPEN SPACE
M	0.114	4,956	RESTRICTED TO LANDSCAPE/OPEN SPACE
TOTAL	6.982	304,121	

LEGEND

- B.L. INDICATES BUILDING LINE
- U.E. INDICATES UTILITY EASEMENT
- D.E. INDICATES DRAINAGE EASEMENT
- W.L.E. INDICATES WATER LINE EASEMENT
- S.S.E. INDICATES SANITARY SEWER EASEMENT
- STM.S.E. INDICATES STORM SEWER EASEMENT
- F.B.C.P.R. INDICATES FORT BEND COUNTY PLAT RECORDS
- F.B.C.O.R. INDICATES FORT BEND COUNTY OFFICIAL RECORDS
- F.B.C.O.P.R. INDICATES FORT BEND COUNTY OFFICIAL PUBLIC RECORDS
- F.B.C.D.R. INDICATES FORT BEND COUNTY DEED RECORDS
- INDICATES STREET NAME CHANGE
- F.N. INDICATES FILE NUMBER

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	25.00	90°00'00"	39.27	35.36	S 41°50'48" W
C2	380.00	8°44'55"	58.02	57.97	S 01°13'17" W
C3	320.00	8°44'55"	48.88	48.81	S 01°13'17" W
C4	25.00	90°14'43"	39.38	35.43	N 41°43'28" E
C5	25.00	89°45'17"	39.16	35.28	N 48°16'32" E
C6	25.00	90°14'43"	39.38	35.43	S 41°43'28" W
C7	25.00	90°00'01"	39.27	35.36	S 41°36'07" W
C8	375.00	14°00'01"	91.63	91.40	S 88°09'04" E
C9	325.00	14°00'07"	78.42	78.23	S 88°09'07" E
C10	25.00	89°56'58"	39.25	35.34	S 48°01'59" E
C11	75.00	40°12'48"	52.64	51.57	N 23°06'51" W
C12	25.00	90°00'00"	39.27	35.36	N 48°02'27" W
C13	325.00	0°52'54"	5.00	5.00	S 87°17'23" W
C14	350.00	2°33'30"	15.63	15.63	S 02°08'01" E
C15	350.00	2°33'30"	15.64	15.64	N 02°07'35" W
C16	50.00	90°14'43"	78.75	70.86	S 41°43'28" W
C17	350.00	8°05'47"	48.46	48.42	S 00°39'00" W
C18	350.00	8°05'47"	48.46	48.42	N 00°39'00" E
C19	350.00	2°29'14"	15.19	15.19	S 85°36'12" W
C20	350.00	2°29'14"	15.19	15.19	S 85°36'12" W
C21	350.00	7°37'33"	48.88	48.55	N 89°20'24" W
C22	350.00	8°44'55"	53.44	53.39	S 01°13'17" W
C23	350.00	8°44'55"	53.44	53.39	N 01°13'17" E
C24	350.00	14°00'01"	85.52	85.31	N 88°09'04" E
C25	350.00	14°00'07"	85.53	85.32	S 88°09'07" E
C26	350.00	12°54'10"	78.82	78.65	N 80°32'28" E
C27	350.00	12°54'10"	78.82	78.65	S 80°32'28" W
C28	50.00	90°00'00"	78.54	70.71	S 48°00'27" W
C29	50.00	89°45'29"	78.33	70.56	N 48°07'42" W
C30	1000.00	3°42'49"	64.81	64.80	N 88°08'09" E
C31	375.00	2°33'30"	16.74	16.74	N 02°07'35" W
C32	325.00	2°33'30"	14.43	14.43	N 02°07'35" W
C33	75.00	90°14'43"	118.13	106.29	N 41°43'28" E
C34	380.00	8°44'55"	58.02	57.97	N 01°13'17" E
C35	25.00	94°18'13"	41.15	36.68	N 41°53'22" W
C36	325.00	4°26'42"	25.21	25.21	S 89°04'11" W
C37	325.00	2°29'14"	14.11	14.11	S 85°36'12" W
C38	375.00	2°29'14"	16.28	16.28	S 85°36'12" W
C39	325.00	2°29'14"	14.11	14.11	N 85°36'12" E
C40	25.00	87°45'29"	38.29	34.66	N 00°28'51" E
C41	25.00	89°45'17"	39.16	35.28	N 48°16'32" E
C42	25.00	90°14'43"	39.38	35.43	S 41°43'28" W
C43	375.00	8°05'47"	52.95	52.95	S 00°39'00" W
C44	325.00	8°05'47"	45.93	45.89	S 00°39'00" W
C45	375.00	8°05'47"	52.99	52.95	N 00°39'00" E
C46	325.00	8°05'47"	45.93	45.89	N 00°39'00" E
C47	25.00	89°45'17"	39.16	35.28	N 48°16'32" E
C48	25.00	90°14'43"	39.38	35.43	S 41°43'28" W
C49	375.00	2°33'38"	16.65	16.65	S 02°07'35" W
C50	325.00	2°33'30"	14.51	14.51	S 02°08'01" E
C51	25.00	89°45'17"	39.16	35.28	N 48°16'32" E
C52	25.00	90°14'43"	39.38	35.43	N 41°43'28" E
C53	25.00	89°45'17"	39.16	35.28	S 48°16'32" W
C54	25.00	90°14'43"	39.38	35.43	S 41°43'28" W
C55	25.00	89°45'17"	39.16	35.28	N 48°16'32" E
C56	25.00	90°14'43"	39.38	35.43	N 41°43'28" E

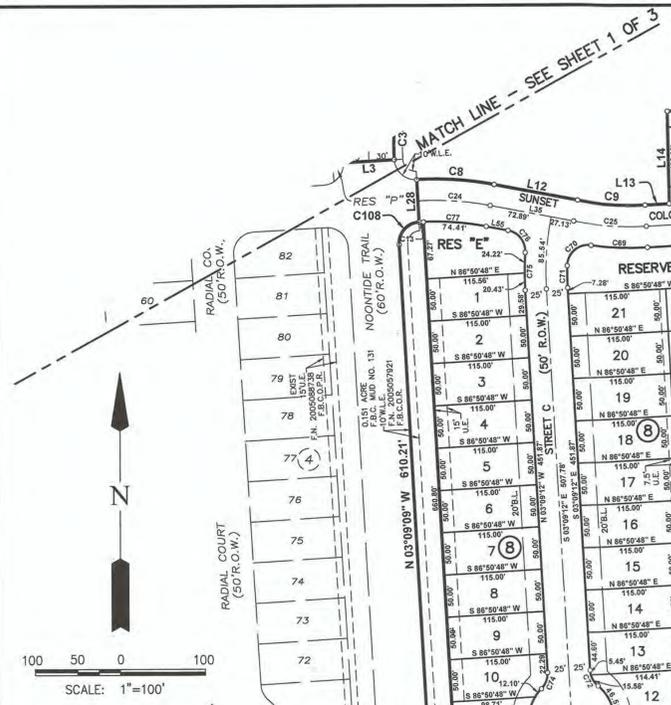
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C57	25.00	90°00'00"	39.27	35.36	S 48°16'32" W
C58	25.00	90°14'43"	39.38	35.43	S 41°43'28" W
C59	25.00	89°45'17"	39.16	35.28	N 48°16'32" W
C60	25.00	90°14'43"	39.38	35.43	N 41°43'28" E
C61	25.00	90°00'00"	39.27	35.36	S 48°09'11" E
C62	25.00	94°48'05"	41.39	38.81	S 44°14'32" W
C63	375.00	4°48'04"	31.42	31.41	S 89°14'52" W
C64	25.00	90°00'01"	39.27	35.36	S 41°50'48" W
C65	25.00	48°11'23"	21.03	20.41	S 27°14'53" E
C66	50.00	27°22'46"	241.19	66.67	S 86°50'48" W
C67	25.00	48°11'23"	21.03	20.41	N 20°56'30" E
C68	25.00	89°45'59"	39.27	35.38	N 48°09'11" W
C69	375.00	10°08'37"	66.29	66.30	N 88°04'52" W
C70	25.00	98°33'34"	41.70	37.03	S 49°12'38" W
C71	325.00	4°35'03"	26.00	26.00	S 00°51'40" E
C72	25.00	48°11'23"	21.03	20.41	S 27°14'53" E
C73	50.00	27°22'46"	241.19	66.67	S 86°50'48" W
C74	25.00	48°11'23"	21.03	20.41	N 20°56'30" E
C75	375.00	6°49'19"	44.65	44.62	N 00°51'28" E
C76	25.00	32°45'11"	38.14	33.67	N 37°44'38" W
C77	325.00	14°00'01"	79.41	79.22	N 88°09'04" W
C78	325.00	12°54'10"	72.05	71.91	N 80°32'28" E
C79	380.00	12°54'10"	85.39	85.39	N 80°32'28" E
C80	25.00	90°03'04"	39.29	35.37	N 41°58'01" E
C81	25.00	90°00'00"	39.27	35.36	S 41°59'33" W
C82	25.00	90°00'00"	39.27	35.36	S 48°00'27" E
C83	75.00	89°45'29"	117.49	105.84	S 48°07'42" E
C84	25.00	92°47'33"	40.49	36.21	S 49°38'44" E
C85	975.00	0°40'45"	11.56	11.56	N 83°37'07" E
C86	1025.00	3°42'49"	66.43	66.42	S 88°08'09" W
C87	25.00	48°11'23"	21.03	20.41	S 62°53'52" W
C88	50.00	27°22'46"	241.19	66.67	N 03°00'27" W
C89	25.00	48°11'23"	21.03	20.41	S 68°54'45" E
C90	25.00	90°14'43"	39.38	35.43	N 41°52'18" E
C91	25.00	89°45'29"	39.16	35.28	N 48°07'42" W
C92	25.00	48°11'23"	21.03	20.41	S 62°53'52" W
C93	50.00	27°22'46"	241.19	66.67	N 03°00'27" W
C94	25.00	48°11'23"	21.03	20.41	S 68°54'45" E
C95	25.00	90°14'43"	39.38	35.43	N 41°52'18" E
C96	25.00	89°45'29"	39.16	35.28	N 48°07'42" W
C97	25.00	48°11'23"	21.03	20.41	S 62°53'52" W
C98	50.00	27°22'46"	241.19	66.67	N 03°00'27" W
C99	25.00	48°11'23"	21.03	20.41	S 68°54'45" E
C100	25.00	90°14'43"	39.38	35.43	N 41°52'18" E
C101	25.00	89°45'29"	39.16	35.28	N 48°07'42" W
C102	75.00	90°00'00"	117.81	106.07	N 48°00'27" W
C103	25.00	102°54'10"	44.90	39.10	N 54°27'32" E
C104	380.00	12°54'09"	85.67	85.39	S 80°32'28" W
C105	25.00	49°40'44"	21.68	21.00	S 68°10'42" E
C106	60.00	9°30'25"	9.96	9.94	N 48°04'49" W
C107	25.00	49°41'06"	21.68	21.61	S 27°49'29" E
C108	25.00	90°00'00"	39.27	35.36	S 41°50'48" W

LINE	BEARING	DISTANCE
L1	N 86°50'48" E	0.82
L2	S 03°09'11" E	50.00
L3	S 86°50'48" W	60.00
L4	N 03°09'11" W	80.00
L5	N 03°23'54" W	72.89
L6	N 03°09'11" W	50.00
L7	S 86°50'48" W	130.43
L8	S 87°03'32" W	50.00
L9	S 86°50'48" W	79.89
L10	S 03°23'54" E	0.61
L11	S 86°36'07" W	85.02
L12	S 79°09'04" E	100.02
L13	N 86°50'48" E	28.61
L14	N 01°05'37" W	108.98
L15	S 86°50'48" W	12.71
L16	S 88°03'38" E	16.56
L17	N 87°02'34" E	50.00
L18	N 86°59'32" E	90.25
L19	S 00°43'15" E	50.00
L20	S 83°16'45" W	4.79
L21	S 03°00'25" E	121.50
L22	S 86°59'33" W	47.08
L23	N 03°00'27" W	114.58
L24	N 46°46'45" E	34.08
L25	N 03°00'27" W	71.50
L26	N 03°00'27" W	60.00
L27	N 03°09'04" W	50.00
L28	S 03°24'46" E	9.89
L29	N 00°51'16" W	95.31
L30	S 03°23'54" E	6.00
L31	N 04°41'53" E	56.39
L32	N 84°21'36" E	100.03
L33	N 85°31'38" W	39.28

LINE	BEARING	DISTANCE
L35	S 79°09'04" E	100.02
L36	S 74°05'23" W	99.98
L37	N 03°03'30" W	55.00
L38	S 03°00'27" E	129.61
L39	N 83°16'45" E	71.87
L40	N 03°24'46" W	9.89
L41	N 00°51'16" W	95.31
L42	N 05°35'45" E	103.70
L43	N 84°21'36" W	100.03
L44	N 84°21'36" E	41.50
L45	S 04°41'53" W	56.39
L46	S 03°22'55" E	6.21
L47	N 03°23'54" W	5.79
L48	N 04°41'53" E	56.39
L49	S 00°51'16" W	95.31
L50	S 03°24'46" E	10.11
L51	N 86°50'48" E	75.28
L52	S 86°59'49" W	38.99
L53	S 86°50'49" W	102.71
L54	S 86°50'49" W	108.59
L55	N 79°09'04" W	26.03
L56	N 74°05'23" W	99.98
L57	S 03°00'27" E	76.50
L58	N 83°16'45" E	71.88
L59	S 83°16'45" W	71.88
L60	N 03°00'27" W	84.14
L61	S 74°05'23" W	77.99
L62	N 09°53'32" E	43.15
L63	S 41°50'48" W	20.00
L64	N 48°58'52" W	20.00
L65	S 03°00'27" E	30.89
L66	N 36°59'39" E	33.88

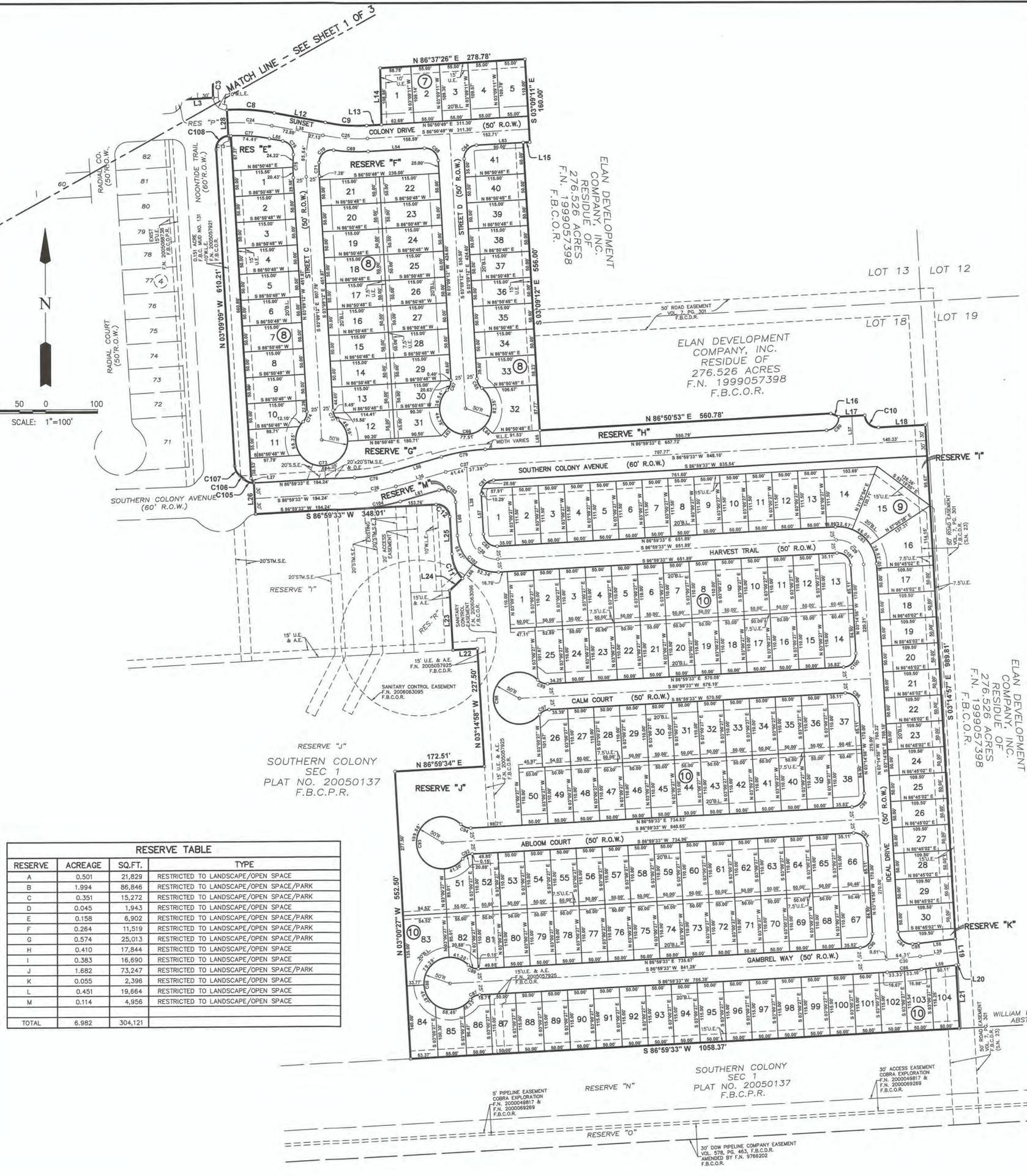
MASTER PRELIMINARY PLAT OF  
SOUTHERN COLONY  
SECTIONS 2A, 2B & 3  
A PLANNED UNIT DEVELOPMENT

A SUBDIVISION OF 67.691 ACRES OF LAND SITUATED IN THE WILLIAM HALL LEAGUE, ABSTRACT 31, FORT BEND COUNTY, TEXAS; BEING A PARTIAL REPLAT OF THE T.W. & J.H.B. HOUSE SUBDIVISION, A SUBDIVISION RECORDED IN VOLUME 7, PAGE 301, DEED RECORDS OF FORT BEND COUNTY, TEXAS; AND A PARTIAL REPLAT OF RESERVE "J", SOUTHERN COLONY SECTION



VICINITY MAP  
SCALE: 1" = 6,000'  
KEY MAP NO. 651 X & Y

RESERVE	ACREAGE	SQ.FT.	TYPE
A	0.501	21,829	RESTRICTED TO LANDSCAPE/OPEN SPACE
B	1.994	86,846	RESTRICTED TO LANDSCAPE/OPEN SPACE/PARK
C	0.351	15,272	RESTRICTED TO LANDSCAPE/OPEN SPACE/PARK
D	0.045	1,943	RESTRICTED TO LANDSCAPE/OPEN SPACE
E	0.158	6,902	RESTRICTED TO LANDSCAPE/OPEN SPACE/PARK
F	0.264	11,519	RESTRICTED TO LANDSCAPE/OPEN SPACE/PARK
G	0.574	25,013	RESTRICTED TO LANDSCAPE/OPEN SPACE/PARK
H	0.410	17,844	RESTRICTED TO LANDSCAPE/OPEN SPACE
I	0.383	16,690	RESTRICTED TO LANDSCAPE/OPEN SPACE
J	1.682	73,247	RESTRICTED TO LANDSCAPE/OPEN SPACE/PARK
K	0.055	2,396	RESTRICTED TO LANDSCAPE/OPEN SPACE
L	0.451	19,664	RESTRICTED TO LANDSCAPE/OPEN SPACE
M	0.114	4,956	RESTRICTED TO LANDSCAPE/OPEN SPACE
TOTAL	6.982	304,121	



CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	25.00	89°45'17"	39.16	35.28	S 48°16'32" E
C2	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C3	25.00	89°45'17"	39.16	35.28	S 01°13'17" W
C4	25.00	89°45'17"	39.16	35.28	N 41°43'28" E
C5	25.00	89°45'17"	39.16	35.28	N 48°16'32" W
C6	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C7	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C8	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C9	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C10	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C11	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C12	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C13	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C14	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C15	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C16	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C17	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C18	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C19	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C20	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C21	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C22	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C23	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C24	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C25	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C26	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C27	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C28	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C29	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C30	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C31	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C32	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C33	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C34	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C35	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C36	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C37	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C38	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C39	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C40	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C41	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C42	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C43	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C44	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C45	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C46	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C47	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C48	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C49	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C50	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C51	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C52	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C53	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C54	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C55	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C56	25.00	89°45'17"	39.16	35.28	S 41°43'28" W

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C57	25.00	89°45'17"	39.16	35.28	S 48°16'32" E
C58	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C59	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C60	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C61	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C62	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C63	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C64	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C65	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C66	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C67	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C68	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C69	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C70	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C71	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C72	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C73	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C74	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C75	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C76	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C77	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C78	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C79	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C80	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C81	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C82	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C83	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C84	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C85	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C86	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C87	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C88	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C89	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C90	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C91	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C92	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C93	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C94	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C95	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C96	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C97	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C98	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C99	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C100	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C101	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C102	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C103	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C104	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C105	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C106	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C107	25.00	89°45'17"	39.16	35.28	S 41°43'28" W
C108	25.00	89°45'17"	39.16	35.28	S 41°43'28" W

LINE	BEARING	DISTANCE
L1	N 88°59'48" E	0.82
L2	S 73°09'04" E	50.00
L3	S 88°50'49" W	60.00
L4	S 03°09'11" W	80.00
L5	N 03°23'54" W	72.89
L6	N 03°09'11" W	130.00
L7	S 88°50'49" W	50.00
L8	S 87°05'32" W	50.00
L9	S 88°50'49" W	79.89
L10	S 03°23'54" E	0.61
L11	S 88°50'49" W	55.00
L12	S 73°09'04" E	100.00
L13	N 88°50'49" W	28.61
L14	N 01°05'37" W	108.88
L15	S 88°50'49" W	12.71
L16	S 68°03'38" E	16.55
L17	N 87°09'04" E	50.00
L18	N 88°50'49" W	90.25
L19	S 88°50'49" W	50.00
L20	S 83°16'45" W	4.79
L21	S 03°09'04" E	121.50
L22	S 88°50'49" W	47.08
L23	S 03°09'04" E	114.58
L24	N 46°46'45" E	34.08
L25	N 03°09'04" E	71.50
L26	N 03°09'04" E	64.14
L27	N 03°09'04" E	50.00
L28	S 03°24'46" E	8.89
L29	N 00°51'16" W	95.31
L30	N 00°51'16" W	20.00
L31	S 03°23'54" E	6.00
L32	N 04°41'53" E	56.39
L33	N 84°21'36" E	100.03
L34	N 88°51'38" W	39.28

MASTER PRELIMINARY PLAT OF  
SOUTHERN COLONY  
SECTIONS 2A, 2B & 3  
A PLANNED UNIT DEVELOPMENT

A SUBDIVISION OF 67.691 ACRES OF LAND SITUATED IN THE WILLIAM HALL LEAGUE, ABSTRACT 31, FORT BEND COUNTY, TEXAS; BEING A PARTIAL REPLAT OF THE T.W. & J.H.B. HOUSE SUBDIVISION, A SUBDIVISION RECORDED IN VOLUME 7, PAGE 301, DEED RECORDS OF FORT BEND COUNTY, TEXAS; AND A PARTIAL REPLAT OF RESERVE "J", SOUTHERN COLONY SECTION 1, A SUBDIVISION RECORDED IN PLAT NO. 20050137, PLAT RECORDS OF FORT BEND COUNTY, TEXAS.

348 LOTS 13 RESERVES (6.982 ACRES) 10 BLOCKS  
APRIL 15, 2015 JOB NO. 1367-1301-309

OWNERS:  
CTMGT SOUTHERN COLONY, LLC  
A TEXAS LIMITED LIABILITY COMPANY  
BY: CENTAMTAR TERRAS, LLC, A TEXAS LIMITED LIABILITY COMPANY  
ITS SOLE MANAGER  
BY: CTMGT, LLC, A TEXAS LIMITED LIABILITY COMPANY  
MEHRDAD MOAYEDI, SOLE MANAGER AND MEMBER  
1301 MUNICIPAL WAY, SUITE 200, GRAPEVINE, TEXAS 76051  
PH. (817) 835-0650  
ENGINEER:

LJA Engineering, Inc.  
2929 Briarpark Drive  
Suite 600  
Houston, Texas 77042  
Phone 713.953.5200  
Fax 713.953.5026  
FRN - F-1386  
T.B.P.L.S. Firm No. 10110501



# AGENDA COMMENTARY

**Discussion Date:** 05/07/2015

**Approval Date:** 05/07/2015

**Submitted By:** Michelle H. Segovia

## SUBJECT:

Consider a Final Plat for Guice Subdivision, 9.984 acres (4833 Wickwillow Lane), being all of a called 10 acre tract of land as recorded in file number 93-038874, official records of real property, Brazoria County, Texas, being a part of and out of lots 35 and 36 of The Norman Chatfield Subdivision, as recorded in volume 2, page 38, plat records, Brazoria County, Texas, situated in the Francis Moore League, Abstract 100, Brazoria County, Texas.

## DISCUSSION:

This property is located along Wickwillow Lane in the Alvin ETJ and is being platted in order to reconfigure the existing two lots for conveyance.

The Planning Commission recommended approval of this plat at their meeting on April 21, 2015.

## RECOMMENDATION:

Move to approve the Final Plat of Guice Subdivision.

## ATTACHMENTS:

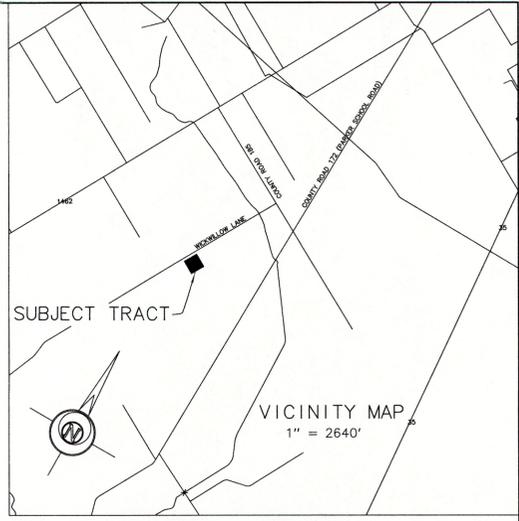
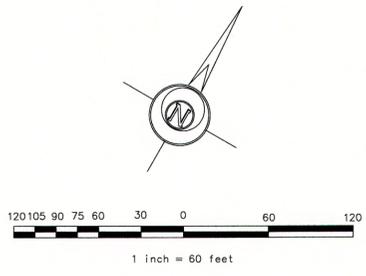
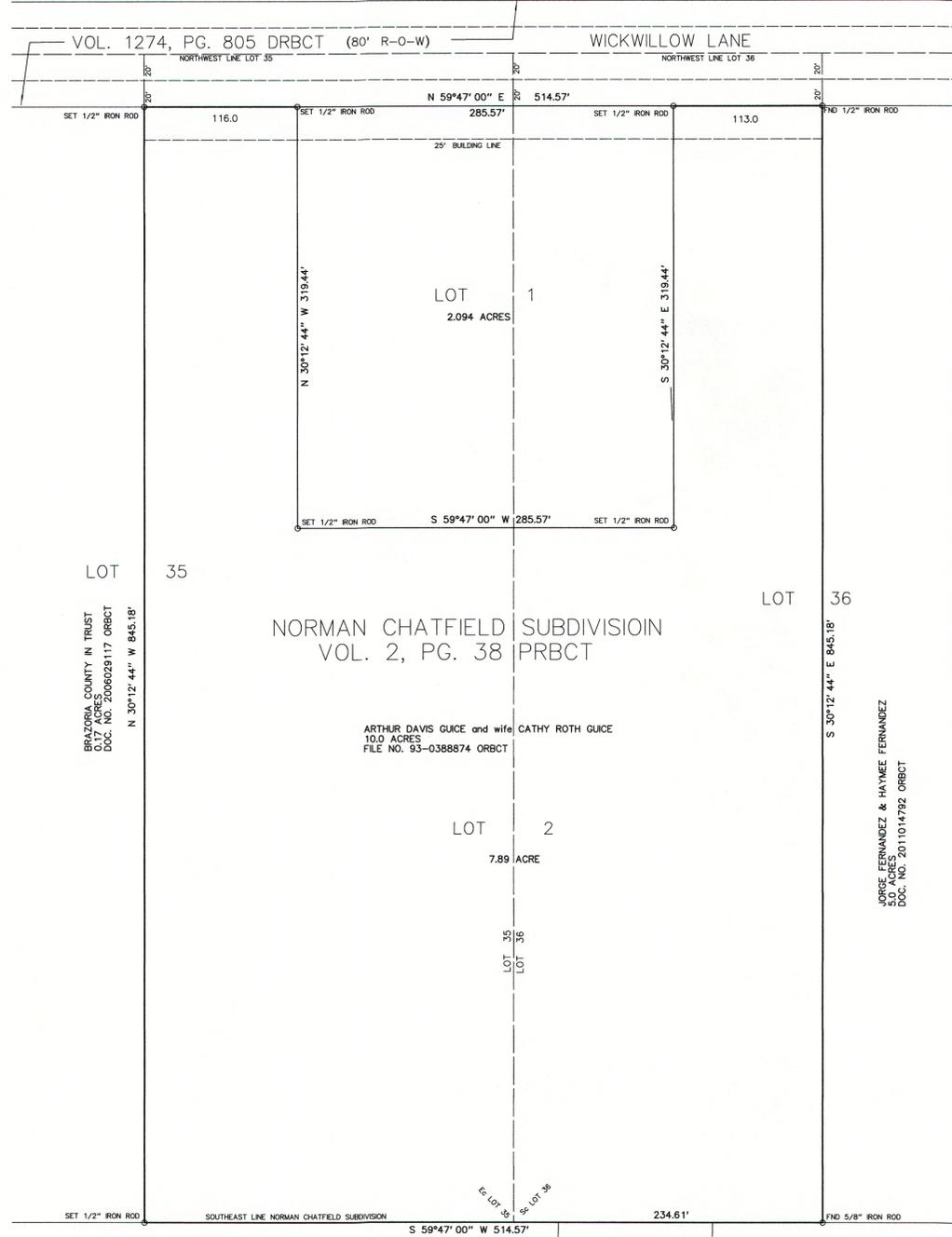
1. Plat copy
- 2.
- 3.
- 4.
- 5.
- 6.

**Submitted by:**  
**Michelle Segovia**  
Digitally signed by Michelle Segovia  
DN: cn=Michelle Segovia, o=City of Alvin,  
ou=Engineering,  
email=msegovia@cityofalvin.com, c=US  
Date: 2015.04.16 15:53:06 -0500  
**Department Head**

**Funds Available:**  
**Bobbi J Kacz**  
Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2015.04.28 16:39:08 -0500  
**Finance Director**

**Approved as to Form:**  
**Junru Roland**  
Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.04.29 07:51:16 -0500  
**City Attorney**

**Approved By:**  
**Junru Roland**  
Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.04.29 07:51:16 -0500  
**City Manager**



APPROVED BY CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

PAUL HORN  
MAYOR

BRAD RICHARDS AT-LARGE 1

TERRY DROEGE AT-LARGE 2

SCOTT REED DISTRICT A

ADAM ARENDELL DISTRICT B

KEITH THOMPSON DISTRICT C

ROGER STUKSA DISTRICT D

GABE ADAME DISTRICT E

MICHELLE SEGOVIA CITY ENGINEER

DIXIE ROBERTS CITY CLERK

OWNER: ARTHUR DAVIS GUICE AND WIFE CATHY ROTH GUICE  
ADDRESS: 4833 WICKWILLOW LANE  
ALVIN, TX 77511  
STATE OF TEXAS  
COUNTY OF BRAZORIA

We, ARTHUR DAVIS GUICE AND CATHY ROTH GUICE, owners of the property subdivided in the above and foregoing map of GUICE SUBDIVISION, being a plot of 9.984 acres, situated in the Francis Moore League, Abstract 100, Brazoria County, Texas, do hereby make subdivision of said property, according to the lines, streets, lots, alleys, parks, building lines and easement as shown hereon, and dedicate for public use, the streets, alleys, parks and easements shown hereon, forever, and do hereby waive all claims for damages occasioned by the establishment of grades, as approved for the streets and drainage easements indicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind myself, my heirs, successors and assigns, to warrant and defend the title to the land so dedicated.

WITNESS my hand in \_\_\_\_\_ (City), \_\_\_\_\_ County, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Arthur Davis Guice  
Cathy Roth Guice

STATE OF TEXAS  
COUNTY OF BRAZORIA:  
BEFORE ME, the undersigned authority, on this day personally appeared ARTHUR DAVIS GUICE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated. Given under my hand and seal of Office, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Notary Public in and for the State of Texas.  
My Commission Expires: \_\_\_\_\_  
STATE OF TEXAS  
COUNTY OF BRAZORIA:

BEFORE ME, the undersigned authority, on this day personally appeared CATHY ROTH GUICE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated. Given under my hand and seal of Office, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Notary Public in and for the State of Texas.  
My Commission Expires: \_\_\_\_\_

A FINAL PLAT  
OF  
**GUICE SUBDIVISION**  
2 LOTS, 1 BLOCK  
APRIL 15, 2015  
CITY OF ALVIN, TX

A PLAT OF 9.984 ACRES, BEING ALL OF A CALLED 10 ACRE TRACT OF LAND AS RECORDED IN FILE NUMBER 93-038874, OFFICIAL RECORDS OF REAL PROPERTY, BRAZORIA COUNTY, TEXAS, BEING A PART OF AND OUT OF LOTS 35 AND 36 OF THE NORMAN CHATFIELD SUBDIVISION, AS RECORDED IN VOLUME 2, PAGE 38, PLAT RECORDS, BRAZORIA COUNTY, TEXAS, SITUATED IN THE FRANCIS MOORE LEAGUE, ABSTRACT 100, BRAZORIA COUNTY, TEXAS.

SURVEYOR:  
GORMLY SURVEYING, INC.  
FIRM# 10095700  
P.O. BOX 862  
ALVIN, TX 77512  
281.331.0883  
CHAD A. GORMLY, RPLS

OWNER(S):  
ARTHUR DAVIS GUICE AND  
CATHY ROTH GUICE  
4833 WICKWILLOW LANE  
ALVIN, TX 77511  
281.331.5838

METES AND BOUNDS  
9.984 acres of land, being all of a 10 acre tract of land as recorded in File Number 93-038874, Official Records of Real Property, Brazoria County, Texas, being part of and out of Lots 35 and 36 of the Norman Chatfield Subdivision, as recorded in Volume 2, Page 38, Plat Records, Brazoria County, Texas, situated in the Francis Moore League, Abstract 100, Brazoria County, Texas, and being more particularly described by metes and bounds as follows:  
BEGINNING at a 1/2 inch iron rod found for the north corner of the herein described tract of land, and the west corner of a 5.0 acre tract of land as recorded in Document Number 2011014792, Official Records of Real Property, Brazoria County, Texas, also being the southeast line of Wickwillow Lane, an 80 foot ROW as recorded in Volume 1274, Page 805, Deed Records, Brazoria County, Texas;  
THENCE South 30 deg. 12 min. 44 sec. East along and with the southwest line of said 5.0 acre tract, a distance of 845.18 feet to a 5/8 inch iron rod found for the east corner of the herein described tract of land, in the northwest line of a 8.975 acre tract of land, as recorded in Volume 1604, Page 322, Deed Records, Brazoria County, Texas;  
THENCE South 59 deg. 47 min. 00 sec. West, along and with the northwest line of said 8.975 acre tract, and a 3.5955 acre tract of land as recorded in Volume 1645, page 587, Deed Records, Brazoria County, Texas, and a 45.1785 acre tract of land, as recorded in Document Number 2000040151, Official Records of Real Property, Brazoria County, Texas, a distance of 514.57 feet to a 1/2 inch iron rod set for the south corner of the herein described tract of land, and the east corner of a 0.17 acre tract as recorded in Document Number 2006029117, Official Records of Real Property, Brazoria County, Texas;  
THENCE North 30 deg. 12 min. 44 sec. West, along and with the northeast line of said 0.17 acre tract, a distance of 845.18 feet to a 1/2 inch iron rod set for the west corner of the herein described tract of land and the north corner of said 0.17 acre tract of land, in the southeast line of said Wickwillow Lane;  
THENCE North 59 deg. 47 min. 00 sec. East, along and with the southeast line of said Wickwillow Lane, a distance of 514.57 feet to the PLACE OF BEGINNING and containing 9.984 acres of land.

GRANTMILLER CORPORATION  
45.1785 ACRE  
DOC. NO. 2000040151 ORBCT

ROMEO F. GODDARD III  
& SUSAN K. GODDARD  
3.5955 ACRE  
VOL. 1645, PG. 587 DRBCT

ROMERO F. GODDARD & SUSAN K. GODDARD  
8.975 ACRE  
VOL. 1604, PG. 322 DRBCT

LEGEND:  
ORBCT - OFFICIAL RECORDS OF REAL PROPERTY, BRAZORIA COUNTY, TEXAS  
ORBCT - OFFICIAL PUBLIC RECORDS, BRAZORIA COUNTY, TEXAS  
PRBCT - PLAT RECORDS, BRAZORIA COUNTY, TEXAS  
DRBCT - DEED RECORDS, BRAZORIA COUNTY, TEXAS  
ROW - RIGHT OF WAY  
I ROD - IRON ROD  
I PIPE - IRON PIPE  
FND - FOUND  
SQ. FT. - SQUARE FEET  
AC. TR. - ACRE TRACT

NOTES:  
1. CHAD A. GORMLY HAS NOT PERFORMED AN ABSTRACT OF TITLE ON THE ABOVE SURVEYED TRACTS OF LAND.  
2. SOURCE OF BEARING BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983 (SOUTH CENTRAL ZONE) AS COMPUTED FROM GPS OBSERVATIONS.  
3. SIDEWALKS SHALL BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT, IF REQUIRED.  
4. STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, SHALL BE PROVIDED AT THE TIME OF BUILDING PERMIT, IF APPLICABLE.

STATE OF TEXAS  
COUNTY OF BRAZORIA  
I, \_\_\_\_\_ County Clerk of Brazoria County, Texas, do hereby certify that the written instrument with its authentication was filed for registration in my office on \_\_\_\_\_ of \_\_\_\_\_, 2015, at \_\_\_\_\_ o'clock \_\_\_\_\_ M. in Document Number \_\_\_\_\_.

Witness my hand and seal of office, at Angleton, Brazoria County, Texas, the day and date last written above.  
Deputy \_\_\_\_\_ County Clerk of Brazoria County, Texas.

This is to certify that I, Chad A. Gormly, Registered Professional Land Surveyor No. 5796, of the State of Texas, have plotted the above subdivision from an actual survey on the ground; and that all block corners, lot corners and permanent referenced monuments have been set, that permanent control points will be set at completion of construction and that this plat correctly represents that survey made by me.

WITNESS MY HAND AND SEAL THIS 15th DAY OF APRIL, 2015.

Chad A. Gormly, Registered Professional Land Surveyor No. 5796  
P.O. Box 862, Alvin, Texas, 77512-0862, Phone (281) 331-0883





# AGENDA COMMENTARY

**Discussion Date:** 05/07/2015

**Approval Date:** 05/07/2015

**Submitted By:** Michelle H. Segovia

## SUBJECT:

Consider a Final Plat for Estate of Alvin, 1.90 acres (390 CR 281), being all of a 1.86 acre tract being described as Tract 1, document number 2006057683, official records of Real Property, Brazoria County, Texas and 0.03 acres out of a 3.25 acre tract as recorded in document number 2006061712, official records of Real Property, Brazoria County, Texas being out of H. T. & B. R. R. Company Survey number 37, Abstract 295, Brazoria County, Texas.

## DISCUSSION:

This property is located north of County Road 281 in Alvin's ETJ and is being platted in order to move a lot line to prevent encroachment of a driveway onto the neighboring property.

The Planning Commission recommended approval of this plat at their meeting on April 21, 2015.

## RECOMMENDATION:

Move to approve the final plat of Estate of Alvin.

## ATTACHMENTS:

- |              |    |
|--------------|----|
| 1. Plat copy | 4. |
| 2.           | 5. |
| 3.           | 6. |

**Submitted by:**  
**Michelle Segovia**  
Digitally signed by Michelle Segovia  
DN: cn=Michelle Segovia, o=City of Alvin,  
ou=Engineering,  
email=msegovia@cityofalvin.com, c=US  
Date: 2015.04.16 15:38:22 -0500  
**Department Head**

**Funds Available:**  
**Bobbi J Kacz**  
Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2015.04.28 15:39:58 -0500  
**Finance Director**

**Approved as to Form:**  
**Junru Roland**  
Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.04.29 07:50:41 -0500  
**City Attorney**

**Approved By:**  
**Junru Roland**  
Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.04.29 07:50:41 -0500  
**City Manager**





# AGENDA COMMENTARY

**Discussion Date:** 05/07/2015

**Approval Date:** 05/07/2015

**Submitted By:** Michelle H. Segovia

## **SUBJECT:**

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Consider a Final Plat for Bullard Estate, 1.34 acres (1308 S. Booth Lane); being all of a called 0.60 acre tract of land as recorded in file number 96-009753, official Records of Real Property, Brazoria County, Texas, and all of two tracts of land, called Tract 1 and Tract 2, as recorded in document number 2015011527, official Records of Real Property, Brazoria County, Texas, situated in Section 14 of the H. T. & B. R. R. Company Survey, Abstract 449, Brazoria County, Texas.

## **DISCUSSION:**

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The final plat of Bullard Estate has been drafted in order to covert three existing lots into two lots for conveyance. The property is located within the City limits on South Booth Lane.

The Planning Commission recommended approval of this plat at their meeting on April 21, 2015.

## **RECOMMENDATION:**

---

Move to approve the final plat of Bullard Estate.

## **ATTACHMENTS:**

---

- |              |    |
|--------------|----|
| 1. Plat copy | 4. |
| 2.           | 5. |
| 3.           | 6. |

**Submitted by:**  
**Michelle Segovia**  
Digitally signed by Michelle Segovia  
DN: cn=Michelle Segovia, o=City of Alvin,  
ou=Engineering,  
email=msegovia@cityofalvin.com, c=US  
Date: 2015.04.16 14:56:17 -0500  
**Department Head**

**Funds Available:**  
**Bobbi J Kacz**  
Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2015.04.28 16:40:45 -0500  
**Finance Director**

**Approved as to Form:**  
**Junru Roland**  
Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.04.29 07:40:40 -0500  
**City Attorney**

**Approved By:**  
**Junru Roland**  
Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.04.29 07:40:40 -0500  
**City Manager**

H. T. & B. R. R. COMPANY SURVEY  
SECTION 14  
ABSTRACT 449  
BRAZORIA COUNTY, TEXAS

CLEAR WOOD APT. HOMES  
2.069 AC. TR.  
VOL. 91 921, PG. 401 OPRBCT

AUGUST BEFORT III  
0.358 AC. TR.  
VOL. 1545, PG. 536 DRBCT

GREGORY BULLARD and wife  
KIM BULLARD  
TRACT 2  
DOC. NO. 2015011527 ORBCT  
LOT 2  
SURVEYS 0.421 ACRES

GREGORY BULLARD and wife  
KIM BULLARD  
TRACT 2  
DOC. NO. 2015011527 ORBCT  
LOT 1  
SURVEYS 0.919 ACRES

ALVIN CHURCH OF CHRIST  
1.18 ACRES  
DOC. NO. 1998021848 ORBCT

GREGORY SCOTT BULLARD  
0.60 AC. TR.  
DOC. NO. 1996009753 ORBCT

ALVIN CHURCH OF CHRIST  
1 1/2 ACRES  
VOL. 598, PG. 186 DRBCT

GREGORY SCOTT BULLARD  
0.713 AC. TR.  
DOC. NO. 2011029354 ORBCT

LEGEND:  
ORBCT - OFFICIAL RECORDS OF REAL PROPERTY, BRAZORIA COUNTY, TEXAS  
OPRBT - OFFICIAL PUBLIC RECORDS, BRAZORIA COUNTY, TEXAS  
PRBCT - PLAT RECORDS, BRAZORIA COUNTY, TEXAS  
DRBCT - DEED RECORDS, BRAZORIA COUNTY, TEXAS  
1 ROD - IRON ROD  
1 PIPE - IRON PIPE  
FND - FOUND  
SQ. FT. - SQUARE FEET  
AC. TR. - ACRE TRACT

- NOTES:
- CHAD A. GORMLY HAS NOT PERFORMED AN ABSTRACT OF TITLE ON THE ABOVE SURVEYED TRACTS OF LAND.
  - SOURCE OF BEARINGS BASED UPON THE NORTH LINE OF SAID TRACT 1.
  - SIDEWALKS SHALL BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT, IF REQUIRED.
  - STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, SHALL BE PROVIDED AT THE TIME OF BUILDING PERMIT, IF APPLICABLE.

This is to certify that I, Chad A. Gormly, Registered Professional Land Surveyor No. 5796, of the State of Texas, have plotted the above subdivision from an actual survey on the ground; and that all block corners, lot corners and permanent referenced monuments have been set, that permanent control points will be set at completion of construction and that this plot correctly represents that survey made by me.

WITNESS MY HAND AND SEAL THIS 15th DAY OF APRIL, 2015.

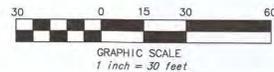
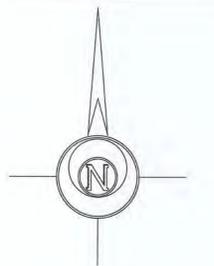
STATE OF TEXAS  
COUNTY OF BRAZORIA

I, \_\_\_\_\_ County Clerk of Brazoria County, Texas, do hereby certify that the written instrument with its authentication was filed for registration in my office on \_\_\_\_\_, 2015, at \_\_\_\_\_ o'clock \_\_\_\_\_ M. in Document Number \_\_\_\_\_.

Witness my hand and seal of office, at Angleton, Brazoria County, Texas, the day and date last written above.

Deputy \_\_\_\_\_ County Clerk of Brazoria County, Texas.

Chad A. Gormly, Registered Professional Land Surveyor No. 5796  
P.O. Box 862, Alvin, Texas, 77612-0862, Phone (281) 531-0863



APPROVED BY CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

- |                  |               |
|------------------|---------------|
| PAUL HORN        | MAYOR         |
| BRAD RICHARDS    | AT-LARGE 1    |
| TERRY DROEGE     | AT-LARGE 2    |
| SCOTT REED       | DISTRICT A    |
| ADAM ARENDELL    | DISTRICT B    |
| KEITH THOMPSON   | DISTRICT C    |
| ROGER STUKSA     | DISTRICT D    |
| GABE ADAME       | DISTRICT E    |
| MICHELLE SEGOVIA | CITY ENGINEER |
| DIXIE ROBERTS    | CITY CLERK    |

METES AND BOUNDS

1.340 acres of land, being all of a called 0.60 acre tract of land as recorded in File Number 96-009753, Official Records of Real Property, Brazoria County, Texas, and all of two tracts called Tract 1 and Tract 2, as recorded in Document Number 2015011527, Official Records of Real Property, Brazoria County, Texas, situated in Section 14 of the H. T. & B. R. R. Company Survey, Abstract 449, Brazoria County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1 inch iron pipe found for the southwest corner of the herein described tract of land and the southwest corner of said 0.60 acre tract of land, in the north line of a 0.713 acre tract of land as recorded in Document Number 2011029354, Official Records of Real Property, Brazoria County, Texas, also being the southeast corner of a 1.18 acre tract of land as recorded in Document Number 1998021848, Official Records of Real Property, Brazoria County, Texas;

THENCE North 00 deg. 00 min. 06 sec. East along and with the west line of said 0.60 acre tract and the east line of said 1.18 acre tract of land, a distance of 109.40 feet to a 1 inch iron pipe found for the northwest corner of said 0.60 acre tract, and interior corner of said 1.18 acre tract;

THENCE South 89 deg. 57 min. 22 sec. East, along and with the north line of said 0.60 acre tract, and said 1.18 acre tract, a distance of 49.14 feet to a point for the southeast corner of said Tract 2, and the upper southeast corner of said 1.18 acre tract of land, from which a 5/8 inch iron rod was found Due South, 0.29 feet;

THENCE DUE North, along and with the west line of said Tracts 1 and 2, and the east line of said 1.18 acre tract and a 2.069 acre tract of land as recorded in Volume (91) 921, Page 401, Official Public Records, Brazoria County, Texas, at 91.77 feet pass a 5/8 inch iron rod found and continue for a total distance of 184.46 feet to a 1 inch iron pipe found for the northwest corner of said Tract 1 and the northwest corner of the herein described tract of land, also being the southwest corner of a 0.358 acre tract of land as recorded in Volume 1545, Page 536, Deed Records, Brazoria County, Texas;

THENCE DUE East, along and with the south line of said 0.358 acre tract and the north line of said Tract 1, a distance of 172.73 feet to a 1 inch iron pipe found for the northeast corner of the herein described tract of land, in the recognized west ROW line of Booth Lane;

THENCE South 00 deg. 03 min. 35 sec. West, along and with the east line of said Tracts 1 and 2 and the west ROW line of Booth Lane, a distance of 184.59 feet to a point for the southeast corner of said Tract 2, in the north line of said 0.60 acre tract, from which a 1 inch iron pipe was found South 13 deg. 58 min. 02 sec. East, a distance of 0.30 feet;

THENCE South 89 deg. 57 min. 22 sec. East, along and with the north line of said 0.60 acre tract, a distance of 20.0 feet to a point for the northeast corner of said 0.60 acre tract, in the occupied centerline of said Booth Lane;

THENCE South 00 deg. 03 min. 35 sec. East, along and with the occupied centerline of Booth Lane, a distance of 109.22 feet to a point for the southeast corner of the herein described tract of land, and the northeast corner of said 0.713 acre tract of land;

THENCE DUE West, along and with the north line of said 0.713 acre tract of land and the south line of said 0.60 acre tract of land, a distance of 242.18 feet to the PLACE OF BEGINNING and containing 1.340 acres of land.

We, TEXAS ADVANTAGE COMMUNITY BANK, N.A., MICHAEL R. HOSKINS, PRESIDENT, Owner and Holder of a lien against the above-described property, said lien being evidenced by an Instrument of Record in Document Number 2015011528, Official Records of Real Property, Brazoria County, Texas do hereby in all things subordinate to said subdivision and dedication said lien, and we hereby confirm that we are the present owner of said lien and have not assigned the same, nor any part thereof.

MICHAEL R. HOSKINS, PRESIDENT AND CEO  
TEXAS ADVANTAGE COMMUNITY BANK, N.A.

STATE OF TEXAS  
COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared MICHAEL R. HOSKINS known to be the person whose name is subscribed to the foregoing instrument and acknowledged, to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of Office, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Notary Public in and for the State of Texas.

My Commission expires \_\_\_\_\_.

We, COLONIAL NATIONAL MORTGAGE, A DIVISION OF COLONIAL SAVINGS, F.A., J.S. DUBOSE, AND/OR LEE J. BROOKSHIRE, JR., Owner and Holder of a lien against the above-described property, said lien being evidenced by an Instrument of Record in Document Number 2002030603, Official Records of Real Property, Brazoria County, Texas do hereby in all things subordinate to said subdivision and dedication said lien, and we hereby confirm that we are the present owner of said lien and have not assigned the same, nor any part thereof.

J.S. DUBOSE, AND/OR LEE J. BROOKSHIRE, JR.

STATE OF TEXAS  
COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared J.S. DUBOSE, AND/OR LEE J. BROOKSHIRE, JR. known to be the person whose name is subscribed to the foregoing instrument and acknowledged, to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of Office, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Notary Public in and for the State of Texas.

My Commission expires \_\_\_\_\_.

OWNER: GREGORY SCOTT BULLARD AND KIM A. BULLARD

ADDRESS: 1308 S. BOOTH LANE  
ALVIN, TX 77511

STATE OF TEXAS  
COUNTY OF BRAZORIA

We, GREGORY SCOTT BULLARD and KIM A. BULLARD, owners of the property subdivided in the above and foregoing map of BULLARD ESTATE, being a plat of 1.222 acres, situated in the H. T. & B. R. R. Company Survey, Abstract 449, Brazoria County, Texas, do hereby make subdivision of said property, according to the lines, streets, lots, alleys, parks, building lines and easement as shown hereon, and dedicate for public use, the streets, alleys, parks and easements shown hereon, forever, and do hereby waive all claims for damages occasioned by the establishment of grades, as approved for the streets and drainage easements indicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind myself, my heirs, successors and assigns, to warrant and defend the title to the land so dedicated.

WITNESS my hand in \_\_\_\_\_ (City), \_\_\_\_\_ County, Texas,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Gregory Scott Bullard

Kim A. Bullard

STATE OF TEXAS  
COUNTY OF BRAZORIA:

BEFORE ME, the undersigned authority, on this day personally appeared GREGORY SCOTT BULLARD, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of Office, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Notary Public in and for the State of Texas.

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

STATE OF TEXAS  
COUNTY OF BRAZORIA:

BEFORE ME, the undersigned authority, on this day personally appeared KIM A. BULLARD, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of Office, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Notary Public in and for the State of Texas.

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

A FINAL PLAT  
OF  
BULLARD ESTATE

2 LOTS, 1 BLOCK  
APRIL 15, 2015

A PLAT OF 1.340 ACRES, BEING ALL OF A CALLED 0.60 ACRE TRACT OF LAND AS RECORDED IN FILE NUMBER 96-009753, OFFICIAL RECORDS OF REAL PROPERTY, BRAZORIA COUNTY, TEXAS, AND ALL OF TWO TRACTS OF LAND, CALLED TRACT 1 AND TRACT 2, AS RECORDED IN DOCUMENT NUMBER 2015011527, OFFICIAL RECORDS OF REAL PROPERTY, BRAZORIA COUNTY, TEXAS, SITUATED IN SECTION 14 OF THE H. T. & B. R. R. COMPANY SURVEY, ABSTRACT 449, BRAZORIA COUNTY, TEXAS.

SURVEYOR:  
GORMLY SURVEYING, INC.  
FIRM# 10095700  
P.O. BOX 862  
ALVIN, TX 77512  
CHAD A. GORMLY, RPLS

OWNER(S):  
GREG AND KIM BULLARD  
1308 S. BOOTH LANE  
ALVIN, TX 77511  
281.602.0463



# AGENDA COMMENTARY

**Discussion Date:** 05/07/2015

**Approval Date:** 05/07/2015

**Submitted By:** Smith / Segovia

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Acknowledge receipt of the Planning Commission's recommendation to City Council for the Public Services 5-year Capital Improvements Plan.

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## DISCUSSION:

On April 21, 2015, the Planning Commission considered and recommended approval of the new 5 year CIP for Public Services.

Approval of this plan does not guarantee that the funds will be available in the respective fiscal years for implementation.

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Move to acknowledge receipt of the Planning Commission's recommendation to City Council for the Public Services 5-year Capital Improvements Plan.

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## ATTACHMENTS:

- |                       |    |
|-----------------------|----|
| 1. Utility 5 Year CIP | 4. |
| 2. Streets 5 Year CIP | 5. |
| 3.                    | 6. |

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**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: 2015.04.16 14:30:39 -0500

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

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

Digitally signed by Bobbi J Kacz  
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email=bkacz@cityofalvin.com, c=US  
Date: 2015.04.28 16:41:45 -0500

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

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
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o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.04.29 07:49:28 -0500



# CIP 5 YEAR FORECAST 2015 - 2020

## SALES TAX FUND

Project No	Project Name	FY2015 Amount	FY2016 Amount	FY2017 Amount	FY2018 Amount	FY2019 Amount	FY2020 Amount		
<b>Sidewalks</b>									
	Annual Sidewalk Project	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000		
<b>Johnson Street Sidewalk Project</b>									
	Design/Core Samples	\$5,000							
	Construct	\$180,000							
<b>Parking Lot Improvement</b>									
	Pearson Park Parking Lot	\$55,000							
	Briscoe Park Parking Lot	\$100,000							
	National Oak Park Parking Lot Rehab	\$20,000							
<b>Street</b>									
	Pavement Marking	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00		
	Mustang Road Pavement Improvements	Design /TXDOT	\$1,500,000						
	Street Resurfacing and Road Construction Program/County	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000		
	Street Resurfacing and Road Construction Program/Contract	\$800,000	\$500,000	\$250,000	\$250,000	\$250,000	\$250,000		
<b>Bridge Projects</b>									
	Bridge Replacement M-1 South Street	Design	\$450,000						
	Hwy 6 @ Bypass 35 Improvements	Design	\$35,000	\$35,000					
<b>Drainage</b>									
	South Bend Drainage	Complete	\$300,000						
	Kost Street Detention Pond	Start/ \$100,000	\$300,000	\$300,000					
	Durant Street Detention	Design / \$100,000							
	Stadium Drainage Improvements	Prelim Design							
	<b>Total</b>	<b>\$1,810,000</b>	<b>\$3,535,000</b>	<b>\$1,035,000</b>	<b>\$700,000</b>	<b>\$700,000</b>	<b>\$700,000</b>		



# AGENDA COMMENTARY

**Discussion Date:** 05/07/2015

**Approval Date:** 05/07/2015

**Submitted By:** Kelinske/Segovia

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Acknowledge receipt of the Planning Commission's recommendation to City Council for the Parks 3-year Capital Improvements Plan

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## DISCUSSION:

On February 3, 2015 the Parks Board approved the 3 year CIP and on April 21, 2015 the Planning Commission met to consider a recommendation to City Council for the Parks CIP and recommended approval. Attached for your review is the 3 year Parks Department CIP.

Approval of this plan does not guarantee that funds will be available in the respective fiscal years for implementation.

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Move to acknowledge receipt of the Planning Commission's recommendation to City Council for the Parks 3-year Capital Improvements Plan

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## ATTACHMENTS:

- |                            |    |
|----------------------------|----|
| 1. 3 year Parks CIP        | 4. |
| 2. Comprehensive CIP Goals | 5. |
| 3.                         | 6. |

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

Digitally signed by Michelle Segovia  
DN: cn=Michelle Segovia, o=City of Alvin,  
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Date: 2015.04.16 14:22:24 -0500

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

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Alvin, ou=Legal Department,  
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Date: 2015.04.28 16:42:58 -0500

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

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

Digitally signed by Junru Roland  
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o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.04.29 07:54:44 -0500

## Parks Capital Improvement Plan FY 2014-2015

Park Location	FY2014-15 Description	Projected Cost	Status
Pearson Park	replacement drinking fountain	\$ 5,800.00	CDBG funding
	New playground	\$ 30,000.00	CDBG funding
Prairie Dog Park	Replace Damaged Playground	\$ 15,000.00	CDBG funding
National Oak Park	Restrooms	\$ 155,000.00	CDBG funding
	Park Rules signage x 2	\$ 3,200.00	General Fund
	Obs deck/butterfly garden/gazebo	\$ 250,000.00	CIAP Grant
Sealy Park	Replace drinking fountain	\$ 6,000.00	CDBG funding
Talmadge Park	Picnic Pavilion (1)	\$ 15,000.00	CDBG funding
	Picnic Tables (4)	\$ 3,200.00	CDBG funding
Ruben Adame Park	Enlarge Basketball Court	\$ 30,000.00	CDBG funding
	replace X-Wave with Wobble Spheres	\$ 6,000.00	CDBG funding
	Picnic Tables (4)	\$ 3,200.00	CDBG funding
Lions Park	replace 2 bleachers, 10 remaining YTD	\$ 5,739.80	GF - ongoing
Briscoe Park	Park Rules Signage x 2 (fishing)	\$ 1,000.00	General Fund
	Park Benches x2 (fishing)	\$ 1,004.00	General Fund
Durant Street	Develop Community Garden		donations/GF

\$ 530,143.80

**PARK AND RECREATION DEPARTMENT  
PROPOSED CIP PROJECTS  
Comprehensive List**

**PEARSON PARK**

**2200 West Park Drive      22.9 Acres – Community Park**

**Amenities:**                **Eight (8) lighted softball fields, One (1) lighted soccer/football field, Two (2) concession stands, Two (2) drinking fountains, Two (2) lighted tennis courts, Three (3) basketball courts, playground, swings, bleachers, pavilions and parking.**

**Opportunities:**        **Pearson Park is the home of the Alvin Girls Softball Association. Many citizens utilize the City’s only tennis courts. The basketball courts and pavilions are well used.**

**Recommendations:** **Due to the high use of the softball fields, an irrigation system would benefit the turf. Picnic tables, swing set, replacement of broken sidewalks and a new athletic field lighting system should be considered. **New trash receptacles throughout park.****

<b>Irrigation System (8) installed in-house (\$3,500 ea)</b>	<b>\$ 28,000</b>
<b>Replace broken sidewalks (FY 2015-16)</b>	<b>\$ 100,000</b>
<b>Replace athletic field lighting (FY 2017-18)</b>	<b>\$ 160,000</b>
<b>Bleacher shade coverings \$5,000 x 16</b>	<b>\$ 80,000</b>
<b>New playground (FY 2014-15) CDBG</b>	<b>\$ 13,000</b>
<b>Tennis Court practice board (FY 2016-17)</b>	<b>\$ 800</b>
<b>Stripe concrete for four square (FY 2015-16)</b>	<b>\$ 50</b>
<b>Replace drinking fountain (FY 2014-15) CDBG</b>	<b>\$ 5,800</b>
<b>Re-Habilitate East End Concession include 8 exterior doors (FY 2017-18)</b>	<b>\$ 40,566</b>

**MORGAN PARK**

1500 West South Street      13.8 Acres – Community Park

**Amenities:**              Two (2) lighted youth baseball fields, restrooms, parking lot, swings, playground, picnic tables, shelter and lots of trees.

**Opportunities:**        Morgan Park is utilized by the Alvin Little League Baseball organization, citizens in the neighborhood enjoy the playground equipment and shade.

**Recommendations:** With the high usage of the baseball fields and irrigation system would benefit the turf. Concrete pads under the bleachers are needed as well as two (2) new shade pavilions and four (4) new picnic tables. **New trash receptacles throughout park.**

Irrigation system (2) installed in-house (\$3,500 ea)	\$ 7,000
<b>Concrete pads (4) under bleachers (FY 2015-16)</b>	<b>\$ 3,000</b>
Picnic table refurbish 4 @ \$500 ea	\$ 2,000
<b>Park Rules Sign and Pole (FY 2016-17)</b>	<b>\$ 500</b>
Playground Signage x 2 (FY2017-18)	
Bleacher Shade Covering \$5,000 x 4	\$ 20,000
<b>Re-Build sand volleyball courts (x2) (FY 2015-16)</b>	<b>\$ 5,000</b>
<b>Install wobble spheres where x-wave was removed (FY 2015-16)</b>	<b>\$ 6,000</b>
New park benches x6 (\$502 ea)	\$ 3,012

**LIONS PARK**

**1060 College Drive                    9.4 Acres – Community Park**

**Amenities:**                    **Seven (7) baseball fields (4-lighted), restrooms, walking/jogging trail, parking lot across street at Alvin High School.**

**Opportunities:**                **Lions Park is the home of Alvin Little League Baseball organization. Citizens in the neighborhood enjoy the walking/jogging trail.**

**Recommendations:** **With the high use of the baseball fields, an irrigation system would benefit the turf. Dugout roof should be replaced and dugout slabs raised. **New trash receptacles throughout park.****

<b>Irrigation system (7) installed in-house (\$3,500 ea)</b>	<b>\$</b>	<b>24,500</b>
<b>Replace (14) dugout roofs (\$3,000/dugout)</b>	<b>\$</b>	<b>42,000</b>
<b>Light remaining 3 fields</b>	<b>\$</b>	<b>60,000</b>
<b>Park Rules Sign and Pole (FY 2016-17)</b>	<b>\$</b>	<b>500</b>
<b>Bleacher Shade Covering \$5,000 x 14 (FY2017-18)</b>	<b>\$</b>	<b>70,000</b>
<b>Picnic Pavilion w/ concrete slab (center of park) (FY 2017-18)</b>	<b>\$</b>	<b>20,000</b>
<b>Crushed Granite Courtyard (under tree behind Field #6) (FY2015-16)</b>	<b>\$</b>	
<b>New Picnic Tables x4 (1-8' ADA, 3-6' regular) (FY2017-18)</b>	<b>\$</b>	<b>4,500</b>
<b>Replace bleachers x14 (2-FY 2013-14) (2-FY 2014-15) (10-FY2015-16)</b>	<b>\$</b>	<b>40,173</b>

**NEWMAN PARK**

**1200 Newman Street          4 Acres – Neighborhood Park**

**Amenities:**                  **Playground equipment, swings, basketball court, picnic tables, baseball field with backstop, parking, drinking fountain, (2) pavilions and walking/jogging trail.**

**Opportunities:**          **Great shade. Good neighborhood access. Nice Park for neighborhood special events, family reunions.**

**Recommendations:** **Park signage consistent with the new style at other parks. New trash throughout park.**

<b>Replace Park Sign(FY 2015-2016)</b>	<b>\$ 4,885</b>
<b>Re-stripe B-Ball Court (FY 2015-2016)</b>	<b>\$ 50</b>
<b>Extend walking trail around backstop/dugouts</b>	<b>\$ 50,000</b>
<b>Sprinkler system for sign</b>	<b>\$ 1,500</b>
<b>Park Rules Sign and Pole (FY 2016-17)</b>	<b>\$ 500</b>
<b>Playground age recommendation signage x3 (FY 2016-17)</b>	<b>\$ 1,800</b>



**PRAIRIE DOG PARK**

**575 East Hathaway .5 Acres – Mini “Pocket” Park**

**Amenities:** Picnic Pavilion w/ 1 table, playground equipment, hike and trail providing linkage to other park facilities and neighborhoods.

**Opportunities:** Located along the Tom Blakeney Jr. Hike and Bike Trail is a great “mid point” for rest stop or activity based point and providing linkage to other park facilities and neighborhoods.

**Recommendations:** Repurpose the primary use into ~~Potential dog park or~~ outdoor exercise location featuring outdoor equipment. Rebrand park signage with signage consistent in other parks. **New trash receptacles throughout park.**

<b>Park sign (facing house street near cluster of trees) (FY 2015-16)</b>	<b>\$</b>	<b>4,885</b>
<b>Add parking spaces on Hathaway (FY 2016-17)</b>	<b>\$</b>	<b>15,000</b>
<b>Park Benches x 2 (\$502 ea)</b>	<b>\$</b>	<b>1,004</b>
<b>Park Rules Sign and Pole (FY2016-17)</b>	<b>\$</b>	<b>500</b>
<b>Replacement playground equipment (FY2014-15) CDBG</b>	<b>\$</b>	<b>15,000</b>
<b>Playground age recommendation signage x 2 (FY 2016-17)</b>	<b>\$</b>	<b>1,200</b>
<b>Outdoor exercise area w/ equipment (FY2017-18)</b>	<b>\$</b>	<b>50,000</b>

**NATIONAL OAK PARK**

**118 South Magnolia Street 14 Acres – Community Park**

**Amenities:** Beautiful oak trees with walking/jogging trail nestled within the park yet connecting to the Tom Blakeney Jr. Hike and Bike Trail, home of the Alvin Skate Park. 40’x80’ Rotary pavilion w/ 7 other covered picnic pavilions, parking lot, drinking fountain, covered stage with concrete performance area. **Add recycling receptacles throughout park.**

**Opportunities:** National Oak Park is the site for numerous festivals and community special events. Adjacent to the Alvin Depot Centre and the Tom Blakeney Hike and Bike Trail and the downtown central business district.

**Recommendations:** Relocate & provide turf fall surface for choo choo train playground to area near existing swing set, construct picnic pad and connection to playground using crushed granite and connecting concrete path to existing pathway. New trash & recycling receptacles throughout park.

<b>Parking lot resurface (FY2016-17)</b>	<b>\$ 16,500</b>
Benches 3 x \$502 ea.	\$ 1,506
Parking Spaces on South Side of Sealy	\$ TBD
Parking turn around North Side of Sealy	\$ TBD
<b>Parking along North Side of Sidnor St.</b>	<b>\$ TBD</b>
<b>Observation Deck w/ butterfly garden &amp; Gazebo area (FY 2014-2015) CIAP Grant</b>	<b>\$ 250,000</b>
<b>Park Rules Sign and Pole X2 (\$1600 ea) (FY 2014-15)</b>	<b>\$ 3,200</b>
<b>Restrooms (FY 2014-2015) CDBG</b>	<b>\$ 155,000</b>
<b>Relocate Choo Choo Playground (FY2017-18)</b>	<b>\$ 47,594</b>
<b>Playground age recommendation sign x 2 (FY2017-18)</b>	<b>\$ 1,200</b>
<b>Outdoor crushed granite court yard (under 3 oak tree canopy near skate park) (FY 2017-18)</b>	<b>\$ TBD</b>

**SEALY PARK**

**206 South Durant Street    1.3 Acres – Neighborhood Park**

**Amenities:**            **Playground equipment, basketball court, picnic tables, drinking fountain and numerous beautiful trees.**

**Opportunities:**      **Located primarily in a residential neighborhood and shaded with mature trees. Used often for picnicking, birthday parties and local church functions.**

**Recommendations:** **Rebrand park signage consistent with signage used in other parks. New trash receptacles throughout park.**

<b>Park sign</b>	<b>\$</b>	<b>4,885</b>
<b>Replace drinking fountain (FY 2014-2015) CDBG</b>	<b>\$</b>	<b>6,000</b>
<b>Re-stripe basketball court (FY 2015-2016)</b>	<b>\$</b>	<b>50</b>
<b>Park Rules Sign and Pole (FY 2016-17)</b>	<b>\$</b>	<b>500</b>
<b>Restrooms</b>	<b>\$</b>	<b>80,000</b>
<b>Playground age recommendation sign x3 (FY 2016-17)</b>	<b>\$</b>	<b>1,800</b>
<b>Park Benches x 3</b>	<b>\$</b>	<b>1,506</b>

**TALMADGE PARK**

**Talmadge at Sixth Street 1.6 Acres – Neighborhood Park**

**Amenities:** One (1) baseball field with a backstop, playground, parking, and picnic tables.

**Opportunities:** This Park is surrounded by residents and local streets on all four sides. \*A portion of this park is in the flood way while the remaining portion is in a flood plain.

**Recommendations:** Rebrand park signage with signage consistent with other parks, need park benches around playground create a comfortable “gathering” area. **New trash receptacles throughout park.**

<b>Picnic Pavilion (1) 20'x 30' (FY2014-2015) CDBG</b>	<b>\$ 15,000</b>
<b>New Picnic Tables X4 (1-8'ADA, 3-6' regular) (FY 2014-15) CDBG</b>	<b>\$ 3,200</b>
<b>Pavilion lighting/electrical (in house) (FY 2016-17)</b>	<b>\$ 2,000</b>
<b>Park Rules Sign and Pole (FY 2016-17)</b>	<b>\$ 500</b>
<b>Playground age recommendation sign (FY 2016-17)</b>	<b>\$ 600</b>

**RUBEN ADAME PARK**

**801 Shaw Street      1.2 Acres – Community Park**

**Amenities:**            Two covered picnic pavilions, basketball court, baseball field with backstop, parking, playground equipment, picnic tables, and a drinking fountain.

**Opportunities:**      Primarily used as a neighborhood park for family reunions and birthday parties.

**Recommendations:** Basketball court should be enlarged with bleacher pad, dugout roofs and additional picnic tables. **New trash receptacles throughout park.**

<b>Add additional Basketball court (FY 2014-15) CDBG</b>	<b>\$</b>	<b>30,000</b>
<b>Install bench X 1</b>	<b>\$</b>	<b>502</b>
<b>Bleacher</b>	<b>\$</b>	<b>2,500</b>
<b>New Picnic Tables X4 (1-8' ADA, 3-6' regular) (FY 2014-15) CDBG</b>	<b>\$</b>	<b>3,200</b>
<b>Park rules sign and pole (FY 2016-17)</b>	<b>\$</b>	<b>500</b>
<b>Playground age recommendation signage x2 (FY 2016-17)</b>	<b>\$</b>	<b>1,200</b>
<b>Replace X-Wave w/ Wobble Spheres (FY 2014-15) CDBG</b>	<b>\$</b>	<b>6,000</b>

**BOB BRISCOE PARK**

**3201 South Highway 35      43.7 Acres – Community Park**

**Amenities:**                    **Four (4) lighted soccer/football fields, concession building with restrooms, drinking fountains, walking/jogging trail and a pond.**

**Opportunities:**            **Newest City Park opened August 2010. Home field of the Alvin Raiders Football club, practice facility of TIFI Alvin Yellow Jackets Football club and practice/game site for Alvin Youth Soccer club. Walking trail connects to Alvin Community College. Pond has potential for fishing. Home of the 1.7 acre Alvin Dog Park.**

**Recommendations:** **Additional Picnic Tables under Pavilion, Additional Parking continued at end of Briscoe Driver, signage governing fishing in pond, park benches around pond. **New trash receptacles throughout.****

<b>New Picnic Tables X4 (2-8’ ADA, 6-6’ regular)</b>	<b>\$</b>	<b>6,400</b>
<b>Benches x4 (\$502 ea)</b>	<b>\$</b>	<b>2,008</b>
<b>Fishing Pier</b>	<b>\$</b>	<b>TBD</b>
<b>Water fountain w/ slab x1</b>	<b>\$</b>	<b>7,110</b>
<b>Park Rules sign and pole x 4 (2-FY2014-15) (2-FY 2016-17)</b>	<b>\$</b>	<b>2,000</b>
<b>Solar Lighting for Dog Park            (FY 2017-18)</b>	<b>\$</b>	<b>88,000</b>
<b>Football Goals on South Football Field (FY 2015-2016)</b>	<b>\$</b>	<b>2,000</b>
<b>Bleacher Shade Canopy</b>	<b>\$</b>	<b>10,950</b>
<b>Splash Pad    (FY 2017-2018)</b>	<b>\$</b>	<b>100,000</b>
<b>Park Rules Sign + add’l parking location (3’x5’ center of asphalt parking lot) (FY2016-17)</b>	<b>\$</b>	<b>TBD</b>
<b>Park Bench (for fishing) x 4 (2 - FY2014-15) (2-FY2016-17)</b>	<b>\$</b>	<b>2,008</b>

**MARINA PARK**

**Behind bowling alley 2.3 Acres – Open Space**

**Amenities: Swing Set, Picnic Pavilion, concrete slab for gazebo**

**Opportunities: Community Green Space / Garden. Access to Bayou**

**Recommendations: Need to acquire ownership from Brazoria County prior to any construction. Remove old pavilion and swing set, determine ingress and egress of traffic as well as parking area. Design function of the Park through Park Board discussion and community suggestion by way of public meeting or survey.**

<b>New Park Sign</b>	<b>\$</b>	<b>4,885</b>
<b>Rebuild Gazebo on existing slab</b>		<b>TBD</b>
<b>Construct Bridge from street across bayou</b>		<b>TBD</b>
<b>Develop Community Garden</b>		<b>TBD</b>
<b>Park Rules Sign and Pole</b>	<b>\$</b>	<b>500</b>

**TOM BLAKLEY Jr. HIKE AND BIKE TRAIL**

**From Train Depot to South Street      1.7 miles – Community Hike and Bike Trail**

**Amenities:**                    **This 1.7 mile trail runs alongside Mustang Bayou with is a natural habitat for native Texas birds and various aquatic life.**

**Opportunities:**            **Connect the Downtown Area by way of walking/biking trail starting at the Historic Train Depot continuing through National Oak Park to the Bob S. Owen Pool, Adoue Street, Prairie Dog Park and ending at South Street.**

**Recommendations:** **Design the extensions of Phase III of the Hike and Bike Trail to cross Bypass 35 ultimately connecting Alvin Community College and Briscoe Park. New trash receptacles & Pet Waste Stations throughout.**

<b>½ mile or 1 mile markers</b>	<b>\$</b>	<b>TBD</b>
<b>Park Rules Sign and Pole (5)</b>	<b>\$</b>	<b>5,000</b>
<b>Finalize “Phase III”</b>	<b>\$</b>	<b>TBA</b>

## **CITIZENS PARK**

**Gordon Street & Depot Centre Blvd**

**.1 Acres – Open Space**

**Amenities:** 1 Large Planter, small patch of grass w/ 2 Juniper trees and concrete parking lot

**Opportunities:** Accentuate the parking area/downtown area with planter and green space

**Recommendations:** Discontinue the park name as “Citizen’s Park” and continue to maintain the flowerbed with seasonal flowers and bushes

## **LAKE PROPERTY**

**Frontage on Nelson Road – 48.71 total acres**

**Amenities: 16 acre lake, large green space, large wooded area**

**Opportunities: Develop into nature trail, fishing, diving, non-motorized water sports**

**Recommendations: Contract with architect to design a master plan for this park, will need to be utilized for “Phase III” of the hike and bike trail.**

**BOB S. OWEN MUNICIPAL POOL**

**919 Bayou Dr.**

**Amenities: Lighted Olympic Size swimming pool, 3 tube slide, splash pad, shade pergola, 2 picnic pavilions**

**Opportunities: Only municipal pool open to the public during summer months, hosts private rentals and recreational programs every night of the week during summer months.**

**Recommendations: replace galvanized cyclone security fencing with wrought iron style security perimeter fencing w/ pinch points at the tip. Make splash pad accessible year round while keeping pool area secure.**

**New “wrought iron” style perimeter fencing (FY 2016-2017)                   \$           TBD**



# AGENDA COMMENTARY

Discussion Date: 05/07/2015

Approval Date:

Submitted By: Amy Mallett

## SUBJECT:

Consider awarding a bid to Dataprose for utility billing services for an estimated annual amount of \$55,500.00 for Utility Billing and Printing for one (1) year, effective September 8, 2015; with the option to renew for three (3) additional one (1) year terms.

## DISCUSSION:

DataProse provides direct mail and billing statement services to municipalities, private utility companies, financial services, retailers, telecommunications, healthcare providers, and higher education industries.

On April 21, 2015 bids were opened and Dataprose offered the second lowest bid. Dataprose does not charge for additional impressions (back page) on invoices as the lowest bidder does, so the cost would fluctuate less. Dataprose also does not charge for set up of the additional inserts we do 2-3 times a year. We have used Dataprose since May of 2003 and they provide outstanding customer and professional services. Dataprose is also compatible with our current Incode software.

## RECOMMENDATION:

Move to award bid to Dataprose for Utility Billing and Printing.

## ATTACHMENTS:

- |                 |    |
|-----------------|----|
| 1. Bid Tab      | 4. |
| 2. Bidders List | 5. |
| 3.              | 6. |

Submitted by:

**Junru  
Roland**  
Department Head

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.04.30 08:07:00  
-05'00'

Funds Available:

**Junru  
Roland**  
Finance Director

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com, o=City  
of Alvin, ou=Finance Department,  
c=US  
Date: 2015.04.30 08:07:10 -05'00'

Approved as to Form:

**Bobbi J  
Kacz**  
City Attorney

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2015.04.28 16:44:08 -05'00'

Approved By:

**Junru  
Roland**  
City Manager

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2015.04.30 08:07:24 -05'00'

Date of Bid Opening  
 Tuesday, April 21, 2015  
 2:15pm

**CITY OF ALVIN BID TABULATION  
 UTILITY BILL PRINTING AND MAILING  
 B-15-06**

TYPE	TOTAL		DATAPROSE	PEREGRINE	QUESTMARK	INFOSEND	AMERICAN DIRECT	EOS	THE MASTERS TOUCH
REG	7,000	BILL PACKAGE (TOTAL)	0.105	0.089	0.1508	0.084	0.4556	0.1583	257.00 FLAT PER MAILING
OLD FINAL	100	BILL PACKAGE (PREPRINT)	0.105	0.089	0.1108	0.099 (SUP/DLQ COST)	0.5388	0.1583	0.007
SUP	100	NCOA LINK	0.4	0	-	0.4	-	-	-
DELIQ	1,700	ADDL IMPRESSIONS (BACK PG)	-	0.33	-	0.005	-	-	-
TOTAL	8,900	OTHER CHARGE	10	0	-	-	-	15.00 FLAT	-
		POSTAGE (AVG)	0.39	0.39	0.39	0.39	0.39	0.39	0.39
		INSERTS (WATER QUALITY, POLICE DEPT, HUMANE)	0.01**			0.035***			
		SET UP FEE	0	0	0	0	0	0	0
		PROFESSIONAL SERVICES	125.00 PER HOUR			150.00 PER HOUR			
		IMAGE ARCHIVE	0.015			0.02			
		TOTAL (EST) BILL PACKAGE	\$ 1,118.00	\$ 2,376.00	\$ 1,342.12	\$ 1,012.10	\$ 4,054.84	\$ 1,468.87	\$ 2,929.00
		TOTAL (EST) PREPRINT	\$ 1,118.00	\$ 2,376.00	\$ 986.12	\$ 1,012.10	\$ 4,795.32	\$ 1,468.87	\$ 2,929.00
		<b>ANNUAL (APPROX) W/OUT POSTAGE</b>	<b>\$ 13,416.00</b>	<b>\$ 28,512.00</b>	<b>\$ 16,105.44</b>	<b>\$ 12,145.20</b>	<b>\$ 48,658.08</b>	<b>\$ 17,626.44</b>	<b>\$ 35,148.00</b>
		<b>ANNUAL (APPROX) W/OUT POSTAGE PREPRINT</b>	<b>\$ 13,416.00</b>	<b>\$ 28,512.00</b>	<b>\$ 11,833.44</b>	<b>\$ 12,145.20</b>	<b>\$ 57,543.84</b>	<b>\$ 17,626.44</b>	<b>\$ 35,148.00</b>
		WITH POSTAGE	\$ 4,589.00	\$ 5,847.00	\$ 4,813.12	\$ 4,483.10	\$ 7,525.84	\$ 4,939.87	\$ 6,400.00
		WITH POSTAGE/ PREPRINT	\$ 4,589.00	\$ 5,847.00	\$ 4,457.12	\$ 4,483.10	\$ 8,266.32	\$ 4,939.87	\$ 6,400.00
		<b>ANNUAL (APPROX) WITH POSTAGE</b>	<b>\$ 55,068.00</b>	<b>\$ 70,164.00</b>	<b>\$ 57,757.44</b>	<b>\$ 53,797.20</b>	<b>\$ 90,310.08</b>	<b>\$ 59,278.44</b>	<b>\$ 76,800.00</b>
		<b>ANNUAL/PREPRINT (APPROX) WITH POSTAGE</b>	<b>\$ 55,068.00</b>	<b>\$ 70,164.00</b>	<b>\$ 53,485.44</b>	<b>\$ 53,797.20</b>	<b>\$ 99,195.84</b>	<b>\$ 59,278.44</b>	<b>\$ 76,800.00</b>

\*\* DATAPROSE NO COST TO SET UP ADDITIONAL INSERTS

\*\*\* INFO SEND 150.00 PER HOUR FEE TO SET UP INSERTS

**UTILITY BILL PRINTING AND MAILING  
B-15-06  
BIDDERS LIST**

PEREGRINE SREVIES INC  
21451 W 121<sup>ST</sup> STREET  
OLATHE, KS66061  
913-972-2734

DATAPROSE  
1122 W BETHEL ROAD  
SUITE 100  
COPPELL, TX 75019  
972-462-5400

AMERICAN DIRECT MAIL SERVICES  
6912 E 12<sup>TH</sup> STREET  
TULSA, OK 74112  
918-292-8600

INFOSEND INC  
1624 W CROSBY ROAD #128  
CARROLTON, TX 75006  
214-390-7025

QUESTMARK INFORMATION MANAGEMENT INC  
9440 KIRBY DR  
HOSUTON, TX 77054  
713-662-9022

EOS  
2510 COMMERCE WAY  
VISTA, CA 92081  
760-599-9945

THE MASTER'S TOUCH LLC  
1405 N ASH ST  
SPOKANE, WA 99201  
509-326-7475