

## **NOTICE OF PUBLIC MEETING**

BE IT KNOWN that the **City Council** of the **City of Alvin** will meet in **Regular Session** on **Thursday, September 4, 2014 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. Recognition of Lt. Tim Hubbard and Lt. Shawn Gilcrease of the Alvin Police Department for their work done on the 2014 International Association of Chiefs of Police (IACP) Motorola/Webber Seavey Award for Excellence in Law Enforcement Application, in which Alvin Texas was recognized as a semi-finalist and one of the top 25 candidates for this international award.

**5. APPROVAL OF MINUTES**

- A. Approve minutes of the August 14, 2014 Special City Council meeting.
- B. Approve minutes of the August 19, 2014 Special City Council meeting.
- C. Approve minutes of the August 21, 2014 Regular City Council meeting.

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

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

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

**8. PUBLIC HEARING-NONE**

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

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

- A. Consider Ordinance 14-U; amending Chapter 28 Comprehensive Fee Ordinance for the purpose of revising certain solid waste collection and disposal fees for residential, commercial and roll-off containers due to an annual CPI-U increase ("revised consumer price index rate for all urban consumers for the Houston-Galveston-Brazoria, Texas area"), resulting in a monthly increase of approximately \$0.40 to the residential customer; providing for a ten percent (10%) penalty for late

payment; providing for the effective date of the October 2014 billing cycles; and setting forth other provisions related thereto. - 2<sup>nd</sup> reading.

- B. Consider Ordinance 14-V; amending Chapter 28 Comprehensive Fee Ordinance for the purpose of revising certain water and sewer fees for residential and commercial customers due to annual CPI-U increase ("revised consumer price index rate for all urban consumers for the Houston-Galveston-Brazoria, Texas area"), resulting in a monthly increase of approximately \$1.35 to the average residential customer; providing for a ten percent (10%) penalty for late payment; providing for an effective date of the October 2014 billing cycles; and setting forth other provisions related thereto - 2<sup>nd</sup> Reading.
- C. Consider Ordinance 14-X; establishing a "No Parking During Official School Hours" zone along the north side of Cleveland Street from the intersection of Cleveland Street and South Second Street to the intersection of Cleveland Street and South Durant Street as depicted in Exhibit "A" attached hereto; authorizing installation of appropriate signage; providing for a penalty and publication of this ordinance; and setting forth other provisions related thereto – 2<sup>nd</sup> reading.

**10. MATTERS REMOVED FROM CONSENT AGENDA**

**11. OTHER BUSINESS:**

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

- A. Consider Ordinance 14-Y; amending Chapter 2, Administration, Article II, City Council, for the purpose of removing the Open Meetings Act Resolution ("OMAR") requirement from the Order of Business at Council meetings; and setting forth other provisions related thereto – 2<sup>nd</sup> reading.
- B. Consider Ordinance 14-AA adopting the budget for the City of Alvin, Texas for Fiscal Year 2014-15; directing the City Clerk to post a copy of the budget on the City of Alvin website; and setting forth other provisions related thereto – 1<sup>st</sup> reading.
- C. Consider Ordinance 14-BB levying a property tax rate for the year 2014 and to direct the Tax Assessor-Collector to access, account for, and distribute the property taxes as herein levied; – 1<sup>st</sup> reading.
- D. Consider a request from the Alvin Fire Department for the closure of House Street between Hood and Taylor Street on Saturday, September 27, 2014 from 8:00 a.m. to 2:00 p.m. for the annual Fire Department Fire Prevention Open House.
- E. Consider termination of the Memorandum of Understanding with Texas A & M University for the development of a stormwater wetlands component of the detention basin located at Kost Road and South Street and consider authorizing staff to prepare an alternate landscaping plan.

- F. Consider a plat requested under the Final Plat Procedure for Heritage South, 23.5136 acres consisting of Pecan Ridge Subdivision, which are Lots 1 and 2, of a 4.1319 acre tract of a 4.9996 acre tract, and of a 10.9800 acre tract City of Alvin, Brazoria County, Texas.
- G. Consider the Windstorm Renewal Proposal from Victor O. Schinnerer & Company, Inc. in an amount not to exceed \$139,206 for the City's windstorm coverage for FY 2014-15 and authorize the Interim City Manager to sign the Proposal Acceptance Form.
- H. Consider awarding a bid to De Leon & Son, Inc. for the Manicured Mowing Services through September 30, 2015, in an amount not to exceed \$101,085.00, with an option to renew upon mutual consent for a maximum of three (3) years, and authorize the Mayor to sign the agreement.
- I. Consider Resolution R-14-31 authorizing designated signators for the CDBG Disaster Recovery Program Fund Contract 12 174 000 4969 Round 2.1
- J. Consider moving the regular City Council meeting scheduled for Thursday, October 16, 2014 to Thursday, October 23, 2014.

**12. REPORTS FROM CITY MANAGER**

- A. Review preliminary list of items for the Council meeting of September 18, 2014.

**13. REPORTS FROM COUNCILMEMBERS**

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 Councilmembers.

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

Section 551.071(2) - Attorney consultation to receive attorney advice and counsel in connection with the City's legal rights, duties, privileges, and obligations related to the ongoing negotiations of a Collective Bargaining Agreement.

**15. RECOVENE TO OPEN SESSION**

**16. OPEN MEETINGS ACT RESOLUTION**

- A. Consider Resolution No. OMA-R-14-09-04, a resolution confirming compliance with the provisions of the Open Meetings Act.

**17. ADJOURNMENT**



(SEAL)

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 \_\_\_\_\_ 2014, at \_\_\_\_\_ a. /p.m.

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

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

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



# AGENDA COMMENTARY

**Discussion Date:** 09/04/2014

**Approval Date:** 09/04/2014

**Submitted By:** Chief Robert Lee

## **SUBJECT:**

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Recognition of Lt. Tim Hubbard and Lt. Shawn Gilcrease of the Alvin Police Department for their work done on the 2014 International Association of Chiefs of Police (IACP) Motorola/Webber Seavey Award for Excellence in Law Enforcement Application, in which Alvin Texas was recognized as a semi-finalist and one of the top 25 candidates for this international award.

## **DISCUSSION:**

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Earlier this year I assigned Lt Tim Hubbard and Lt Shawn Gilcrease to complete an application for the 2014 International Association of Chiefs of Police (IACP) Motorola/Webber Seavey Award for Excellence in Law Enforcement and to prepare an abstract and detail of our clean-sweep (door hanger) program.

This award is presented annually to agencies and departments worldwide in recognition for promoting a standard of excellence that exemplifies law enforcement's contribution and dedication to the quality of life in local communities. This program helps law enforcement agencies worldwide and the communities they serve by redefining the concept of law enforcement and how it is routinely performed.

I want to recognize both Lt's for the work they did in completing the abstract and detail for the award entry. As a result of their work Alvin Texas was recognized as a semi-finalist and one of the top 25 candidates for this international award. While we did not make the top ten finalist for the award I think that it is very important to recognize the work these two did in promoting the City of Alvin and the Alvin Police Department.

## **RECOMMENDATION:**

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## **ATTACHMENTS:**

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- |                            |    |
|----------------------------|----|
| 1. Abstract                | 4. |
| 2. APD Door Hanger Program | 5. |
| 3.                         | 6. |

**Submitted by:**

**Robert E. Lee**  
Digitally signed by Robert E. Lee  
DN: cn=Robert E. Lee, o=Alvin  
Police Department, ou=Chief of  
Police,  
email=lee@cityofalvin.com, c=US  
Date: 2014.08.27 08:46:44  
'05'00'

**Department Head**

**Funds Available:**

**Finance Director**

**Approved as to Form:**

**Bobbi J Kacz**  
Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2014.08.28 12:25:39 -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: 2014.08.28 12:49:31 -0500'

**City Manager**

## Abstract

Alvin is the oldest incorporated city in Brazoria County, Texas. Its demographics and “oil patch” history have given rise to a residential “landscape” which has suffered over the years. To attract higher-tier housing and business, the city needed to make the view more appealing to visitors. A very small Code Compliance department was simply unable to cover the ground necessary to effect the change. The police department adopted and adapted a “Door Hanger Program” which had been successful in other cities. Patrol acts as a force-multiplier and leaves compliance notices on doors of residences where code violations are observed. A carbon copy is provided to the appropriate Code Compliance personnel, who follow up to determine if the issue has been brought into compliance. This allows patrol officers to be the primary “eyes” of Code Compliance and Code officers can spend their time following up on stubborn issues while improving communication and cooperation between the two departments. The result has been an increase in both the enforcement of code violations and in compliance, leading to an improved quality of life for citizens.

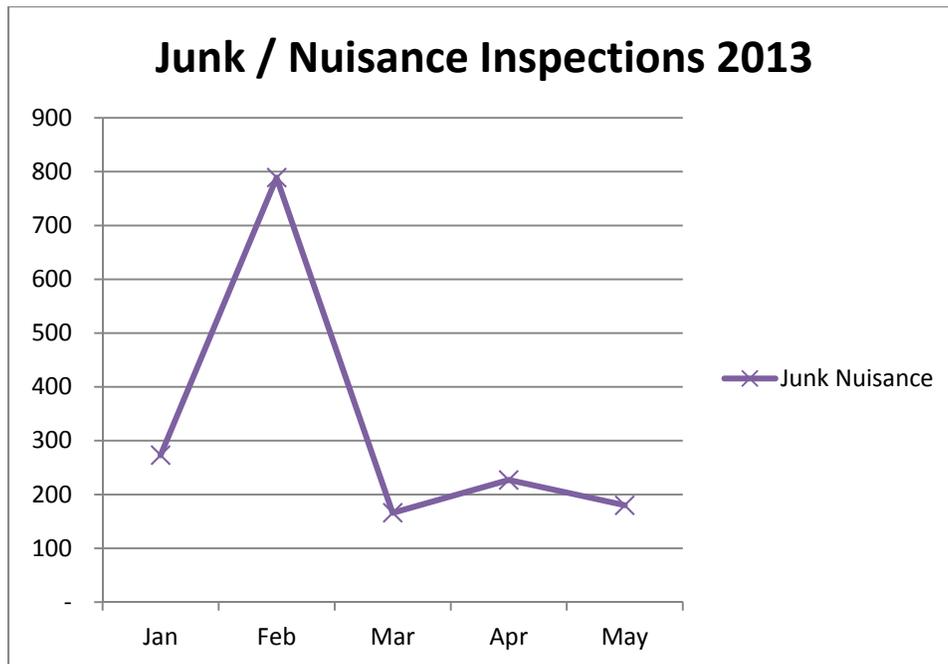
# Alvin Police Department Door Hanger Program

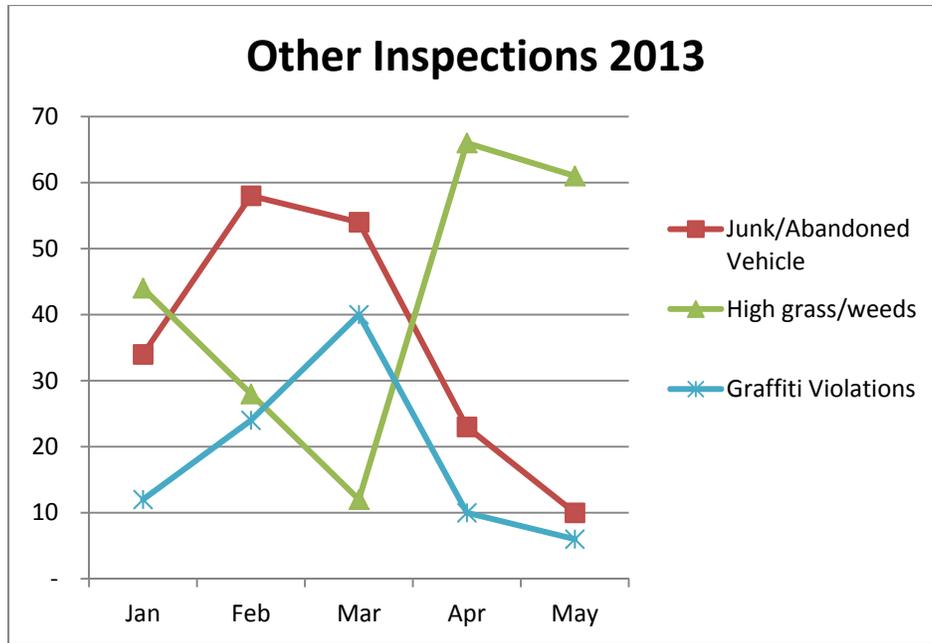
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Alvin, Texas, the oldest incorporated city in Brazoria County, is a mostly rural community, with its beginnings in the mid-nineteenth century. It began as a farming and ranching community but sustained much of its growth in the 1960s-1970s as an oil “boom town”. It has always been a primarily rural/industrial community, with a median income on the lower end of the spectrum.

Alvin’s demographics have been reflected in its residential landscape with a high number of trailer parks and inexpensive rental properties. As property values have declined and aesthetic issues increased, a three-person code enforcement department had become unable to address city ordinance /municipal code violations effectively.

The city of Alvin has a reported population of approximately twenty-five thousand and the city limits encompass a little over twenty-five square miles. The police department averages four to five officers on the street to handle the average twenty-seven thousand calls for service per year.





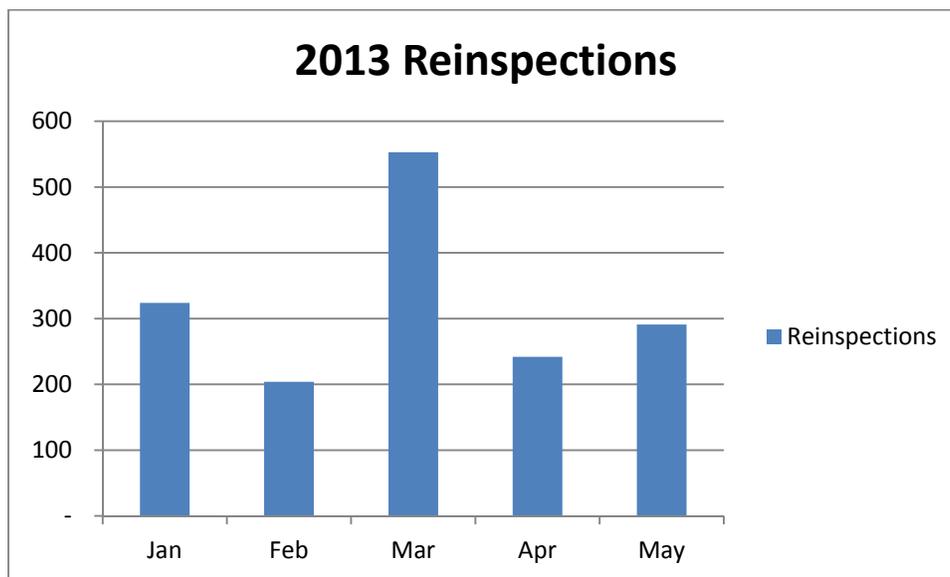
A solution was needed to help beautify the city and improve property values, without over-burdening an already taxed police patrol division and code compliance department. Any solution also needed to be low-cost and be able to be implemented quickly.

It was understood there would be difficulties in analyzing the effectiveness of the program through conventional statistics. There were several barriers to straight-forward analysis. First, there was a dearth of baseline information. Little information had been kept prior to the beginning of the program documenting the Code Enforcement Department's call volume and call for service categories. Most of the Code Enforcement calls were/are self-initiated through patrolling.

Another issue with statistical analysis is the seasonal nature of much of code enforcement's scope. For example, in the spring and summer months the incidence of overgrown lawns, shrubbery, etc. naturally rise, but fall in the winter months. However, when winter comes and the foliage thins out, debris and junk normally hidden from view becomes plainly visible. These seasonal effects make it difficult to distinguish effects of the program from natural changes. The difficulty is further enhanced by a lack of historical perspective.

One of the requirements of any program implemented was to have a low budgetary impact. As a result, the program could not require additional personnel. All work on the program – from research and benchmarking, to implementation, to analysis and evaluation had to be completed with existing resources.

As stated before, budget was an overriding factor when determining a solution. Adding Code Enforcement personnel was not an option due to the costs associated. Current budgetary constraints also forced all city departments to curb overtime expenses, preventing current Code Enforcement personnel from absorbing the additional workload. Re-inspections were a significant factor in that workload. Code Enforcement officers would locate an initial violation and make contact with the violator and negotiate a resolution to the problem. However, officers would have to return to re-inspect to confirm compliance. This made the cycle a minimum of two contacts by Code Enforcement officers to gain compliance.



While most citizens often corrected violations when notified, many did not and required multiple contacts and sometimes enhanced enforcement (municipal citations) to gain compliance. Personal contact by uniformed officers, whether police or code enforcement, is typically considered a negative contact by citizens and contributes to poor public relations. A solution which reduced negative contacts would be beneficial from a public relations standpoint as well as a workload standpoint.

In early 2013, Chief Robert E. Lee took the reins as the Chief of Police in Alvin. He brought with him the “Door Hanger Program” which he found to be effective in his prior position. Although it was not a new program, it was felt it would fit the needs of the city and meet many of the requirements.

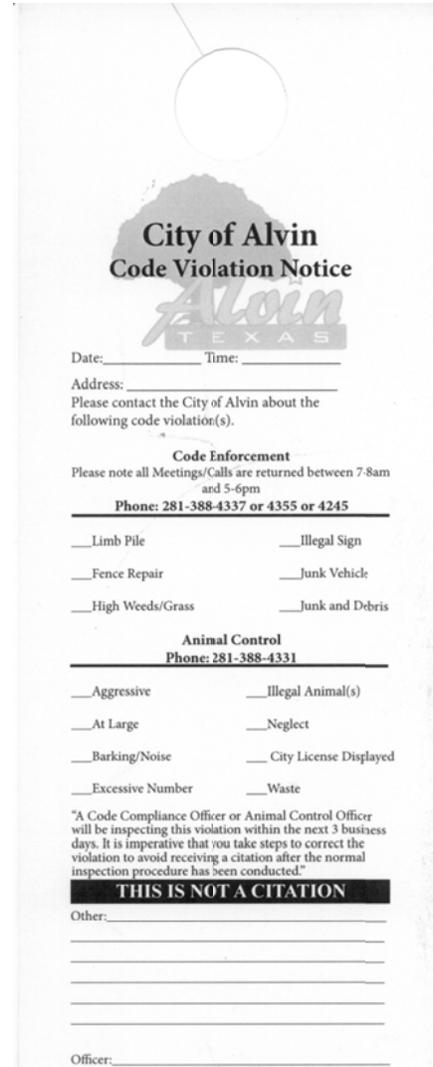
Duplicate copy door hangers were developed which provided contact information for the Code Enforcement department as well as notice of re-inspection after three business

days. It listed several of the most common violations such as high grass/weeds, unbundled limb piles, debris, “junk” vehicles and fence repair. The door hangers were distributed to the code enforcement officers and the police department.

Patrol officers were trained and challenged to identify appropriate code violations and fill out carbon copy door hanger “friendly reminders”. While police officers go about their daily patrol responsibilities they become “force multipliers” for the code enforcement department. When an officer observes a violation, the he/she first checks the address through the in-house computer system to see if the violation has been identified by another officer within the last ten (10) days. If not, the officer completes the door hanger for one or more applicable violations. The copies are then separated and the officer leaves one copy on the front door of the residence. The officers are not required to make contact with the resident. This both reduces perceived “negative” public contacts, but also reduces the amount of time required to complete the notice. Once delivered, the officer then enters the address and violation(s) in the mobile computer, thus notifying any other officers who might observe the violation later.

The officer then returns the other copy to the police department where they are funneled to the code enforcement department. A Code Enforcement officer can then check by the address after the “grace period”. If compliance has already been reached voluntarily, no additional contact is needed. This process allows the majority of the Code Enforcement officers’ time to be spent handling less cooperative cases and other responsibilities, such as commercial inspections, etc.

While some officers were initially concerned with taking on the additional responsibilities of code inspections, they began logging and completing the door hangers and the program “took off” in July, 2013.



The image shows a "City of Alvin Code Violation Notice" form. At the top, there is a circular graphic with a magnifying glass over a map of Alvin, Texas. The title "City of Alvin Code Violation Notice" is prominently displayed. Below the title, there are fields for "Date:" and "Time:". The "Address:" field is followed by a note: "Please contact the City of Alvin about the following code violation(s).".

**Code Enforcement**  
Please note all Meetings/Calls are returned between 7-8am and 5-6pm  
**Phone: 281-388-4337 or 4355 or 4245**

<input type="checkbox"/> Limb Pile	<input type="checkbox"/> Illegal Sign
<input type="checkbox"/> Fence Repair	<input type="checkbox"/> Junk Vehicle
<input type="checkbox"/> High Weeds/Grass	<input type="checkbox"/> Junk and Debris

**Animal Control**  
**Phone: 281-388-4331**

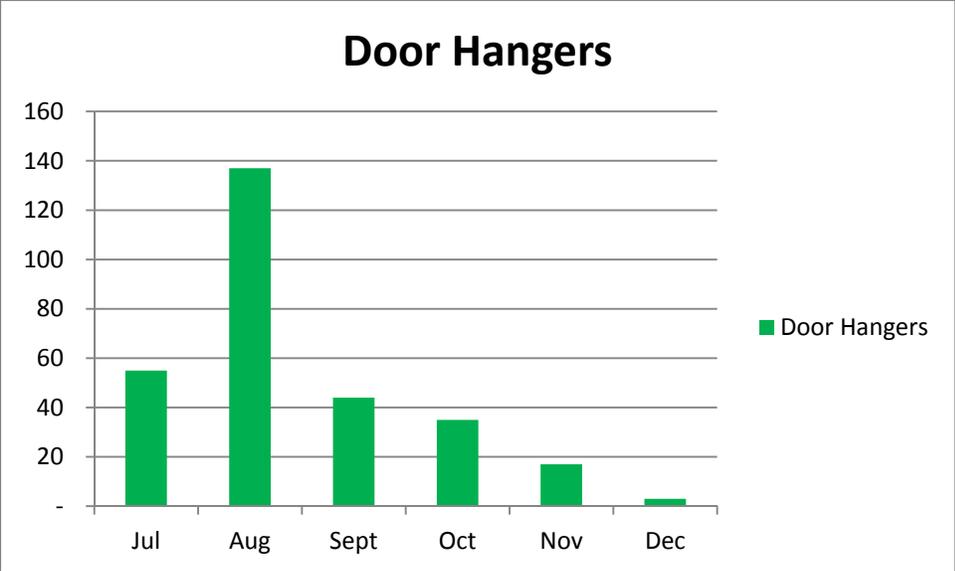
<input type="checkbox"/> Aggressive	<input type="checkbox"/> Illegal Animal(s)
<input type="checkbox"/> At Large	<input type="checkbox"/> Neglect
<input type="checkbox"/> Barking/Noise	<input type="checkbox"/> City License Displayed
<input type="checkbox"/> Excessive Number	<input type="checkbox"/> Waste

\*A Code Compliance Officer or Animal Control Officer will be inspecting this violation within the next 3 business days. It is imperative that you take steps to correct the violation to avoid receiving a citation after the normal inspection procedure has been conducted.\*

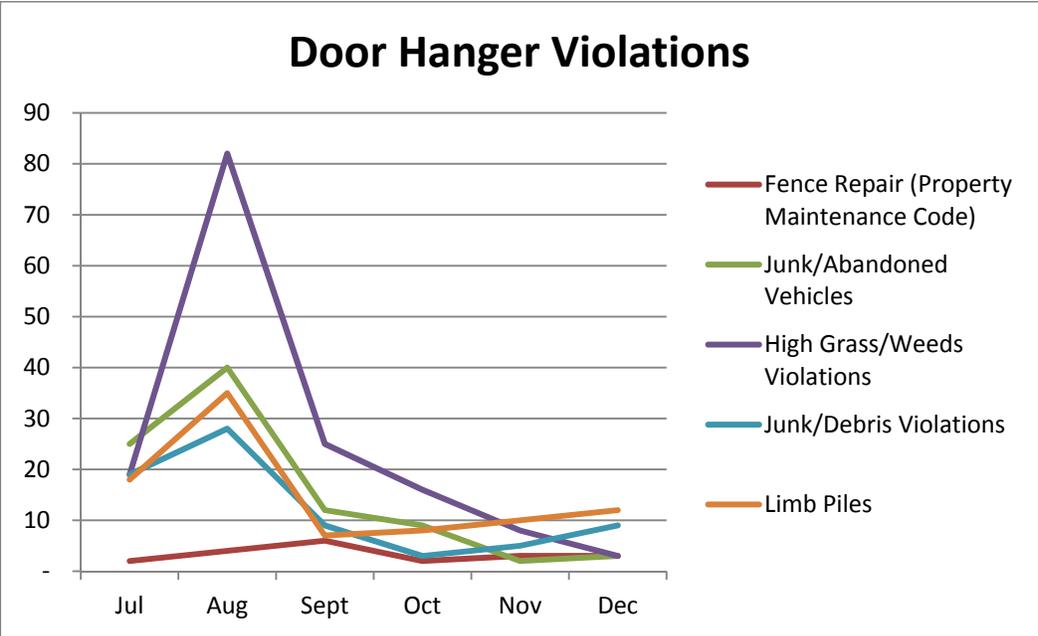
**THIS IS NOT A CITATION**

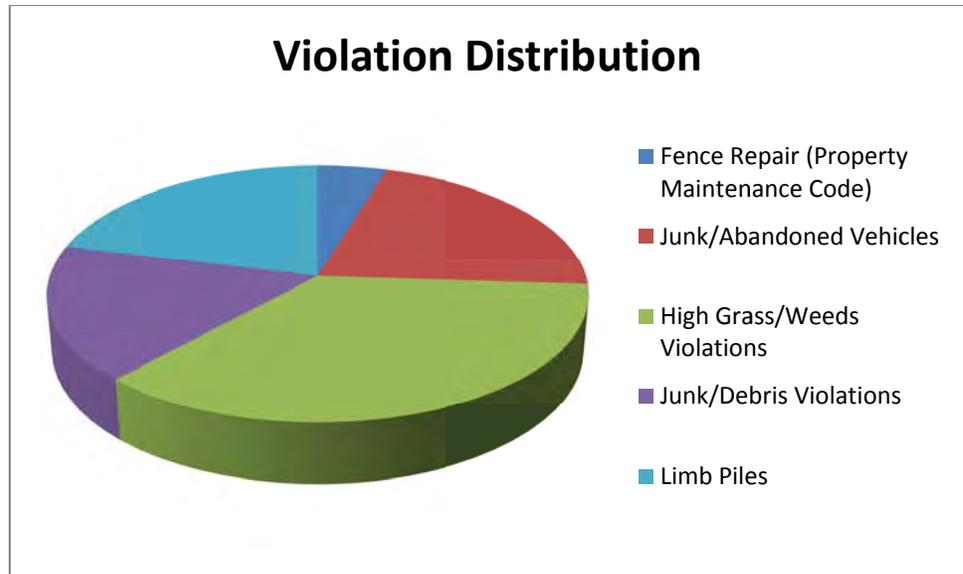
Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Officer: \_\_\_\_\_

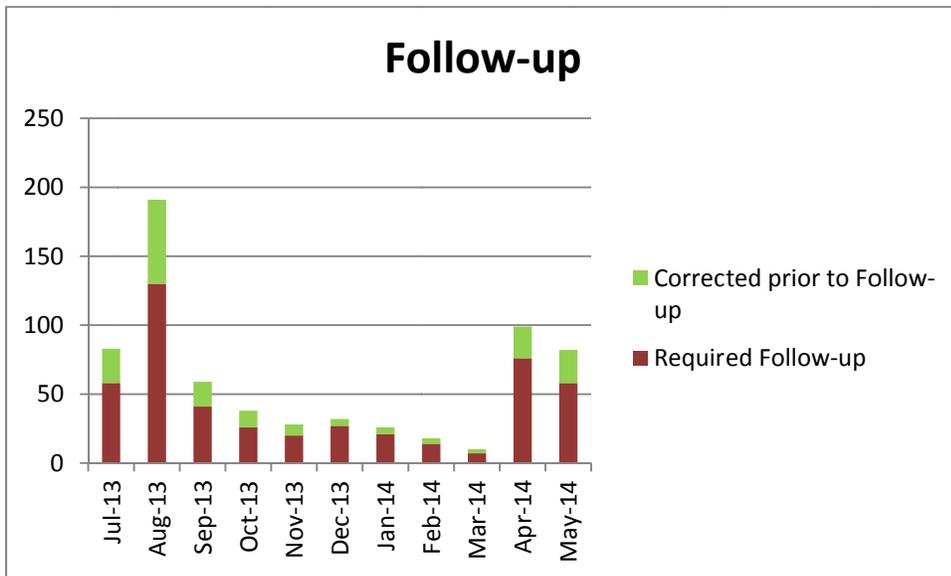


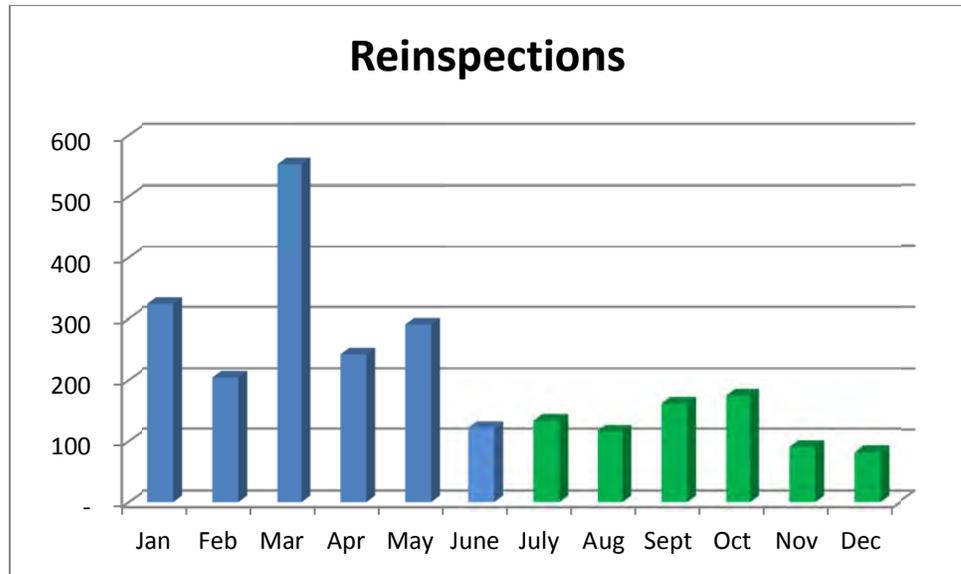
The initial months saw a large number of hangers distributed. Beginning in September the numbers began to decline. One factor was that so many hangers were distributed in the first two months that most residences identified had already been notified and were not issued another hanger. Another cause for the decline was the violations themselves. A large number of the violations were for high grass and weeds. The first round of those violations was largely corrected before Code Enforcement checked by for follow-up. Also, as fall and winter approached, the natural slow-down in grass and weed growth resulted in a reduction in those violations.





As the program continued aesthetic changes became visible. As long-standing code compliance issues were addressed, several eye-sores were cleaned up and there was a steady decline in the number of door hangers issued. The number of re-inspections required by Code Enforcement officers decreased dramatically as a result of voluntary compliance upon receipt of the initial notices. As noted before, not only did this reduce the workload on Code Enforcement officers, it prevented many “negative” public contacts which had previously been required for compliance.





A contributing factor to the positive results of the program was the unexpected “buy-in” of patrol officers. Many officers saw the visible changes in the city and developed “pet projects” of their own. Specific code violations (high grass, fencing, etc.) became important to them and they made “policing” for those issues a priority. Other officers took on specific eye-sores and worked to bring those properties into compliance. Officers conducted their own follow-up and addressed more stubborn issues with enhanced enforcement options such as municipal warnings and citations, when necessary. In this area the door hanger program provided momentum for the police department’s CompStat program and helped gain buy-in from other city departments to address eye-sore properties.

As the program’s success became apparent and inter-departmental cooperation increased, the door hanger program expanded to cover additional violations. What began as a few high-visibility compliance issues grew to encompass animal control, health/safety, building code, graffiti, illegal signage, etc. As officers continue to embrace the door hangers as a quick and cost-effective tool to effect a positive change in the community, the Alvin Police Department’s door hanger initiative is certain to remain an integral part of the city’s code compliance program.

**MINUTES**  
**CITY OF ALVIN, TEXAS**  
**216 W. SEALY STREET**  
**SPECIAL CITY COUNCIL MEETING**  
**THURSDAY AUGUST 14, 2014**  
**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 *Special Workshop 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 and Councilmembers: Gabe Adame, Adam Arendell, Scott Reed, Brad Richards, Roger Stuksa, and Keith Thompson. Also present: Junru Roland, Interim City Manager, Bobbi Kacz and Dixie Roberts, City Clerk.

**INVOCATION**

Ms. Roberts gave the invocation.

**PLEDGE OF ALLEGIANCE**

Councilmember Thompson led the Pledge of Allegiance.

**PETITIONS OR REQUESTS FROM THE PUBLIC**

Mr. Dick Tyson was present to ask questions regarding the proposed elevated storage tank, water issues and tax abatement.

**OTHER BUSINESS**

Review and discuss the proposed 2014-15 FY Budget

Mr. Roland reviewed the City Manager's responsibilities required by the City Charter and the structure of the proposed budget. He stated that the proposed tax rate for FY14-15 is .8386¢ per \$100 assessed value; which is a decline of ½¢. Mr. Roland gave a presentation reviewing the proposed FY 14-15 budget.

Chief Robert Lee stated that there have been a couple of recent security concerns at City Hall. He has met with Mr. Roland to discuss the issues at hand. He presented council with ideas regarding security improvements that need to be done at City Hall. He feels that the building is too open to the public. He proposed reducing the number of entrances into the building, adding a reception window to the City Clerk's office, and restricting access to the 2<sup>nd</sup> floor by elevator only. Some of this will require a redesign of the building and the hiring of an architect. Chief Lee proposed the installation of panic buttons in offices that are open to the public. Council asked if the panic buttons could be integrated with the current phone system.

Council asked about the hiring of a full time police officer/bailiff to be stationed at City Hall. Council also discussed the security at other city facilities including the Public Service Center and Train Depot.

Council asked that an officer begin making rounds at City Hall periodically throughout the workday. They asked that staff compose a list of specific security updates needed at city facilities,

along with the pricing of such, and that this information be brought back before Council for consideration.

Chief Lee reviewed the new federal mandate requiring the digital migration of radios by December 2016. Harris County radio services, the city's radio service provider, will be converting to digital early in order to comply with the Federal mandate. As a result, the City will need to be migrated to digital radios by December 2015. This will cost a minimum of \$104,000. This amount was not included in the proposed budget.

Other Items discussed during the budget workshop:

- Councilmember Arendell asked if the sound in the council chambers could be updated through the PEG monies.
- Councilmember Stuksa asked if the funding to the Keep Alvin Beautiful Association could be increased to \$30,000 instead of the proposed \$15,000. Council concurred.
- Councilmember Droege asked why the Human Resources Director (HR) position was not being funded. Mr. Roland stated that he spoke with the current Human Resources Generalist and she felt that an Administrative Assistant I could be of better service to the department. The cost of an HR director would be anywhere from 100,000 to \$110,000.
- Councilmember Droege asked why the new IT Tech position was being proposed and if we could stay with the current outsourcing for IT assistance. Mr. Roland stated that the IT workload is in need of an additional onsite staff member. The IT outsourcing does not have access to internal devices for security purposes.
- Councilmember Droege asked why some departments have higher IT costs than others. Mr. Roland stated that the larger the department the larger the cost. This includes software updates; etc.
- Councilmember Adame asked for the definition of the Special Investigations Fund. Chief Lee stated that this is seizure of funds, which are sporadic.
- Mayor Horn asked if there were any special funds that could be used for city hall security.
- Councilmember Droege felt that the Depot needed a panic button as well for security purposes.
- Councilmember Stuksa asked where the funding for maintenance at the Depot was budgeted. Mr. Roland stated that this is budgeted through the Hotel Motel Tax Fund.
- Councilmember Reed inquired about the construction of the additional elevated storage tank and if there was a time table associated with such. Mr. Moody stated that this needs to be done as soon as possible.
- Councilmember Reed asked why the defibrillators were in need of replacement. Ron Schmitz stated that they currently have a total of 5 machines; 3 of them will soon be outdated and are in need of replacement; the remaining 2 will be budgeted for replacement next fiscal year. The machines usually have a lifespan of 5 to 7 years.
- Councilmember Thompson asked about the EMS proposal for full time positions. Mr. Ron Schmitz stated that the Affordable Health Care Act affects the funding of the part time positions. It would be of interest to the city to move forward with the hiring of full time employees. This will also allow for easier manageability of the full time employees vs. part time employees. EMS currently averages 5 calls a day. Councilmember Thompson is concerned about the quality of care for the citizens of Alvin. Discussion continued on the funding of the full time positions.

- Councilmember Reed asked what was used to project the increase of sales tax revenues. Mr. Roland stated that he uses the Historical Trend report along with the assessment of the sales tax revenues received by nearby cities. Revenues are on the increase as is the CPI-U.
- Councilmember Reed asked what the General Contingency Fund will be used for. Mr. Roland stated that this will serve as a reserve or buffer. He would like to see this fund increase over the next few years to \$300,000.
- Councilmember Reed asked why there was reduction in the Utility Operating budget. Mr. Roland stated that in 2015 debt service bonds will be decreasing.
- Councilmember Reed asked who made the staffing recommendations proposed in the budget. Mr. Roland stated that staffing recommendations were done by department heads.
- Councilmember Arendell asked if the new full time EMS employees would be plugged into the new Employee Tenure Pay Scale chart. Mr. Roland stated that they would.
- Councilmember Thompson had some concerns regarding the asphalt overlays being done on city streets. He stated that some of the streets are cracked and the asphalt is being laid over the cracks. The base needs to be repaired before the asphalt is laid on top. He wanted to know why this wasn't being done. He felt that quick fixes to infrastructure should not be done. Council asked for a copy of the street assessments that were done. This item will be discussed at the next workshop meeting.
- Mayor Horn stated that he would like to see a detailed list of CIP projects proposed for the FY 14-15 budget year.

#### **OPEN MEETINGS ACT RESOLUTION**

Councilmember Droege moved to approve Resolution No. OMA-R-14-08-14, a resolution confirming compliance with the provisions of the Open Meetings Act. Seconded by Councilmember Arendell; motion to approve carried on a vote of 6 Ayes.

#### **ADJOURNMENT**

Councilmember Stuksa moved to adjourn the meeting at 9:15 p.m. Seconded by Councilmember Droege; motion to adjourn carried on a vote of 6 Ayes.

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

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

**MINUTES**  
**CITY OF ALVIN, TEXAS**  
**216 W. SEALY STREET**  
**SPECIAL CITY COUNCIL MEETING**  
**TUESDAY AUGUST 19, 2014**  
**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 *Special Workshop 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 and Councilmembers: Gabe Adame, Adam Arendell, Scott Reed, Brad Richards, Roger Stuksa, and Keith Thompson. Also present: Junru Roland, Interim City Manager and Dixie Roberts, City Clerk.

**INVOCATION**

Mayor Horn gave the invocation.

**PLEDGE OF ALLEGIANCE**

Councilmember Droege led the Pledge of Allegiance.

**PETITIONS OR REQUESTS FROM THE PUBLIC**

There were no petitions from the public.

**OTHER BUSINESS**

Mayor Horn asked that the order of the agenda be rearranged:

**Discuss the contract with Progressive Waste Solutions for city refuse collection and disposal services.**

Mayor Horn stated that this was put on the agenda at the request of a few council members. There have been concerns and confusion by members of council and residents as to when and how heavy trash is picked up, what type of containers may be used, and what can and can't be picked up. Residents are being told conflicting stories; causing frustration. Citizens need to be informed somehow, some way. Council felt that any trash placed at the curb by residents should be picked up.

Michael Costello, District Manager for Progressive Waste Solutions stated that heavy trash is picked up one time per week. Clippings must not be over 50 lbs., no longer than 48 inches, must be cut, bundled and tied up. Citizens may also call and schedule an additional pickup for an additional fee. Two items may be placed at the curb for heavy trash pickup on their regular trash day. Trash bags should be placed at the curb or in the receptacles provided by Progressive. Boxes should be in bags or containers for pickup. Residents are asked not to use receptacles for fear they will be overstuffed, making them too heavy. The private containers can't be lifted manually by the truck; and must be lifted by employees. The receptacles provided by Progressive Waste can be lifted by the truck are durable and not easily damaged. Mike Wilson, Assistant District Manager, Progressive Waste Solutions in Alvin stated that they currently have three employees out on injury incurred from heavy lifting.

Discussion continued on the discontent with the services provided by Progressive Waste.

Mr. Costello apologized and asked council what the company might do to help rectify the concerns held by members of council and residents. He stated that he is willing to work with the city to make the situation better. He is open to finding amicable solutions and to amending the current contract.

Mayor Horn recommended that a subcommittee meet to discuss the specifics within the contract and what can be done to rectify the issues at hand. Council concurred with this recommendation. Councilmember Thompson and Councilmember Arendell will meet with representatives of Progressive Waste along with Mr. Roland, Joyce Kubeczka and any other essential members of staff.

Discuss the establishment of railroad quiet zones through the city.

Michelle Segovia stated that in 2009 City Council authorized HDR, Inc. to do a quiet zone study and preliminary engineering to establish a quiet zone that would run from the 2<sup>nd</sup> Street crossing through the Tovrea crossing including Business 35 in between. Once the study had been completed it was presented to council on what the study found and options available. Council was asked if the preliminary engineering should be completed in order to draft preliminary plans to establish a quiet zone using the median barrier method. Council voted at that time to continue with the engineering. In 2010 HDR brought back preliminary 90% plans with the median barriers. In order to establish the quiet zone with the median barriers it would roughly cost \$30,000 to make the improvements.

Staff recently contacted HDR to get a price estimate as to what it would cost to finish out the plans to final status in order to obtain permits needed for project completion. The estimated price was \$8,000.

Discussion was had on the types of barriers used within the quiet zones and the cost associated with such.

Council asked that a formal proposal from HDR be submitted and placed on a future council agenda for consideration.

Review and discuss the proposed 2014-15 FY Budget

Discussion was had on the structure of the Human Resources Department in the proposed budget. Council voted in May, 2014 to create the position of Human Resources Director and to fund this position out of the FY 2014-2015 budget. The funding recommendation was noted in the agenda commentary of April 24, 2014 submitted to City Council former City Manager Terri Lucas. An ordinance creating the position was adopted on May 1, 2014.

On motion by Councilmember Droege to amend the proposed budget to reflect the structure of the Human Resources Department as approved on May 1, 2014 and move forward with the hiring of a Human Resources Director mid-year 2015 after a City Manager has been hired. Seconded by Councilmember Richards. A roll call vote was taken:

Councilmember Thompson	Yes	Councilmember Droege	Yes
Councilmember Reed	No	Councilmember Adame	No
Councilmember Arendell	Yes	Councilmember Stuksa	No
Councilmember Richards	Yes		

Motion passed with a vote of 4 Ayes and 3 Noes.

Discussion was had on the proposed EMS budget with no recommended changes.

Discussion was had on the item in the proposed budget to reclassify all department heads within the same pay grade (18). This transition would cost the city approximately \$30,000, including, taxes, insurance and TMRS benefits. Council felt that this item should not be implemented in this years proposed budget; but should be considered again in FY 15-16. Council suggested that a salary survey be conducted within the near future.

On motion by Councilmember Droege to remove the reclassification of department heads into one pay grade as submitted in the FY 14-15 proposed budget. Seconded by Councilmember Thompson; a roll call vote was taken:

Councilmember Thompson	Yes	Councilmember Droege	Yes
Councilmember Reed	Yes	Councilmember Adame	Yes
Councilmember Arendell	No	Councilmember Stuksa	Yes
Councilmember Richards	No		

Motion passed with a vote of 4 Ayes and 2 Noes.

Discussion was had on the funding increase to Keep Alvin Beautiful discussed and agreed upon by members of Council in the last budget workshop. Discussion continued regarding the increase in funds; what the funds would be used for and the accountability of such.

Council discussed the possibility of regaining membership in the Brazoria County Economic Development Alliance at an annual cost of \$10,000. This membership would allow for the city to receive economic development studies free of charge and would also give the City of Alvin a seat on this board. Council felt that this membership would help attain the goals set forth in the Economic Development Strategic Plan.

On motion by Councilmember Droege to fund the Brazoria County Economic Development Alliance annual membership in the amount of \$10,000 in the proposed FY 14-15 budget. Seconded by Councilmember Thompson; motion carried on a vote of 7 Ayes.

Mr. Roland stated that changes to the proposed budget will need to be finalized at the next budget workshop scheduled for Thursday September 28, 2014. The 1<sup>st</sup> reading to adopt the budget will be on September 4<sup>th</sup>, the 2<sup>nd</sup> reading will be at a special meeting scheduled for September 11<sup>th</sup>.

#### **OPEN MEETINGS ACT RESOLUTION**

Councilmember Arendell moved to approve Resolution No. OMA-R-14-08-19, a resolution confirming compliance with the provisions of the Open Meetings Act. Seconded by Councilmember Richards; motion to approve carried on a vote of 7 Ayes.

#### **ADJOURNMENT**

Councilmember Droege moved to adjourn the meeting at 9:49 p.m. Seconded by Councilmember Reed; motion to adjourn carried on a vote of 7Ayes.

PASSED and APPROVED this \_\_\_\_\_ day of September, 2014.

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

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

**MINUTES**  
**CITY OF ALVIN, TEXAS**  
**216 W. SEALY STREET**  
**REGULAR CITY COUNCIL MEETING**  
***THURSDAY AUGUST 21, 2014***  
**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 and Councilmembers: Gabe Adame, Adam Arendell, Scott Reed, Brad Richards, Roger Stuksa, and Keith Thompson. Also present: Junru Roland, Interim City Manager, Bobbi Kacz and Dixie Roberts, City Clerk.

**INVOCATION**

Mary Sanders, Alvin Police Department, Chaplain gave the invocation.

**PLEDGE OF ALLEGIANCE**

Councilmember Thompson led the Pledge of Allegiance.

**SPECIAL PRESENTATIONS**

Special Presentation by Keep Alvin Beautiful regarding the 2014 Depot Days

KAB members addressed the Community, Council and Mayor extending an invitation to attend the 2014 Depot Days Event and Parade. The event will be held at National Oak Park beginning Friday, August 29<sup>th</sup> with live music, the parade will be on Saturday, August 30<sup>th</sup> at 9:00 a.m. with events to follow until 4:00 p.m.

**APPROVAL OF MINUTES**

Approve minutes of the August 7, 2014 City Council meeting

Councilmember Adame moved to approve the minutes of August 7, 2014. Seconded by Councilmember Stuksa; motion to approve carried on a vote of 7 Ayes.

**PETITIONS OR REQUESTS FROM THE PUBLIC**

Police Chief Robert Lee stated that a Parent Awareness night will be held on Wednesday September 3, 2014 at the Nolan Ryan Center from 7:00 p.m. - 8:30 p.m.

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

No reports were given.

**PUBLIC HEARINGS**

Public hearing to receive comment on the Proposed FY14-15 Annual Budget THIS PROPOSED BUDGET IS ESTIMATED TO RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$343,489 OR 4.24%, AND OF THAT AMOUNT, \$180,370 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR

Mayor Horn opened the public hearing at 7:08 p.m.

Dick Tyson thanked Mr. Roland for the budget presentation and summary given to City Council and the citizens. He addressed council with some concerns and questions regarding the proposed budget.

Ms. Nan Self of Alvin asked if delinquent property taxes were factored into the budget and who was responsible for the collection of such. Mr. Roland stated that delinquent property taxes had been factored into the proposed budget and that the Brazoria County Tax Office oversees the delinquent tax collection.

Mayor Horn closed the public hearing at 7:31 p.m.

Public hearing to receive comment on the proposed tax rate of \$.838600 per \$100 of valuation, a rate that will increase the total tax revenues from properties on the tax roll in the preceding year by 2.58%.

Mayor Horn opened the public hearing at 7:31 p.m.

Mr. Adam Burken, 2333 Fairway Drive asked if the tax rate being proposed was a tax increase or decrease. Mayor Horn stated that the proposed rate is ½ cent lower than last years adopted rate. However, property evaluations have gone up. This means that more tax revenues will be received than last year.

Mr. Roland stated that the property evaluations are done by the Brazoria County Appraisal District. He explained how the proposed rate was a decrease in the tax percentage rate compared to last year.

Mr. Dick Tyson stated that this proposed rate is probably the lowest tax rate Alvin has had in the past 15 years. He spoke of his belief that the city's tax rate is higher than other surrounding cities and that residents and developers are building elsewhere.

Mayor Horn closed the public hearing at 7:38 p.m.

Announce that the 2<sup>nd</sup> public hearing on the tax rate will be held on Thursday August 28, 2014 at 7:00 p.m. in the Council Chamber of Alvin City Hall and that City Council is scheduled to vote on the proposed tax rate at its regular meeting on Thursday, September 4, 2014 at 7:00 p.m.

Mayor Horn reported that the 2<sup>nd</sup> public hearing on the tax rate will be held on Thursday, August 28, 2014 at 7:00 p.m. in the Council Chamber of Alvin City Hall and that City Council is scheduled to vote on the proposed tax rate at its regular meeting on Thursday, September 4, 2014 at 7:00 p.m.

### **OTHER BUSINESS**

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

Councilmember Droege moved to receive and acknowledge the monthly financial report for July, 2014. Seconded by Councilmember Reed; motion to approve carried on a vote of 7 Ayes.

Consider a variance request from Kari Walker, owner of Kari's Hair Unlimited, to waive the front setback requirement of the Subdivision and Property Development Section 21-37, of the Code of Ordinances, for her business located at 2408 S. Gordon, Alvin.

*On July 21, 2014, staff received a variance request letter from Ms. Kari Walker requesting a variance to the building setback line requirements. The applicable provision of Section 21-37 regarding commercial setback lines requires a minimum front setback of at least twenty-five (25) feet, unless otherwise approved. Ms. Walker would like to construct a 5' porch addition to the front of her building in an effort to renovate the structure to make it safer for the public and more aesthetically pleasing. The porch would encroach into the 25' setback line from Business 35/S. Gordon Street. The Planning Commission considered this variance request on July 29, 2014 and recommends approval.*

Michelle Segovia, City Engineer reviewed the information listed above.

Councilmember Arendell moved to approve a variance request from Kari Walker, owner of Kari's Hair Unlimited, to waive the front setback requirement of the Subdivision and Property Development Section 21-37, of the Code of Ordinances, for her business located at 2408 S. Gordon. This variance will not negatively impact traffic conditions or public health, safety, convenience, or welfare in the vicinity. Seconded by Councilmember Stuksa; motion to approve carried on a vote of 7 Ayes.

Consider a master preliminary plat of Kendall Lakes, a Planned Unit Development being of 274.23 acres located in the City of Alvin, Brazoria County, Texas.

*On July 1, 2014, staff received the Master Preliminary Plat for Kendall Lakes, a Master Planned Unit Development. This property is located along north Highway 35. Currently sections 1, 2, and 5 of Kendall Lakes have been platted and constructed. This Master Preliminary Plat outlines the remainder of the planned lots, green space, and detention areas for the area of Skymark Development Company's property that is north of the 200' wide power line easement. On July 29, 2014 the Planning Commission reviewed the plat and recommends approval.*

Michelle Segovia, City Engineer reviewed the information listed above.

Councilmember Stuksa asked if this would encroach the commercial reserve. Ms. Segovia stated that it would not.

Councilmember Reed moved to approve a master preliminary plat of Kendall Lakes, a Planned Unit Development being of 274.23 acres located in the City of Alvin, Brazoria County, Texas. Seconded by Councilmember Droege; motion to approve carried on a vote of 7 Ayes.

Consider a plat requested under the final plat procedure for Kendall Lakes Section 3, a Planned United Development being a subdivision of 5.077 acres of land located in H.T. & B.R.R. Company Survey, Section 40, A-482 Brazoria County, Texas.

*On July 1, 2014, staff received the final plat for Kendall Lakes Section 3, a Master Planned Unit Development. This section will consist of 29 lots, 2 blocks and zero reserves. This property is located on north Business 35. On July 29, 2014 the Planning Commission considered and approved the final plat for Kendall Lakes Section 3 and recommends approval.*

Councilmember Stuksa moved to approve a plat requested under the final plat procedure for Kendall Lakes Section 3, a Planned United Development being a subdivision of 5.077 acres of land located in H.T. & B.R.R. Company Survey, Section 40, A-482 Brazoria County, Texas. Seconded by Councilmember Reed; motion to approve carried on a vote of 7 Ayes.

Consider a plat requested under the final plat procedure for Kendall Lakes Section 6, a Planned Unit Development being a subdivision of 12.856 acres of land located in H.T. & B.R.R. Company Survey, Section 40, A-482 Brazoria County, Texas.

*On July 1, 2014, staff received the final plat for Kendall Lakes Section 6, A Planned Unit Development. This section Planning Commission reviewed the plat and recommends approval will consist of 58 lots, 4 Blocks and 1 reserve. This property is located on North Business 35. On July 29, 2014, the Planning Commission considered and approved the final plat for Kendall Lakes Section 6 and recommends approval.*

Councilmember Arendell moved to approve a plat requested under the final plat procedure for Kendall Lakes Section 6, a Planned Unit Development being a subdivision of 12.856 acres of land located in H.T. & B.R.R. Company Survey, Section 40, A-482 Brazoria County, Texas. Seconded by Councilmember Richards; motion to approve carried on a vote of 7 Ayes.

Consider Addendum No. 10 to the Contract for Refuse Collection and Disposal Services between the City of Alvin and Progressive Waste Solutions to adjust rates paid to Progressive Waste Solutions due to increases in the CPI-U ("revised consumer price index rate for all urban consumers for the Houston-Galveston-Brazoria, Texas area") and fuel cost adjustments pursuant to the agreement and authorize the Mayor to sign.

*The City's contract (signed August 18, 2005) with Progressive Waste Solutions (formerly IESI) for refuse collection and disposal service contains a provision for an annual adjustment of compensation paid to the contractor based on a 2.8% CPI-U, plus a .714% fuel cost increase. This allows for a total percentage increase of 3.514%. This translates to a residential increase from \$12.10 to \$12.44 per month. In addition, the 3.514% increase applies to commercial & roll off customers. The fuel increase and CPI-U increase would be effective starting October 1, 2014 for payment to Progressive Waste Solutions.*

Mayor Horn stated that council had a workshop meeting on Tuesday with Progressive Waste to discuss the services provided. A subcommittee of Councilmember Thompson and Arendell, representatives from Progressive Waste Solutions and key members of staff was formed to discuss the issues and concerns had. The subcommittee will meet to discuss possible solutions to the issues at hand.

Councilmember Stuksa moved to approve Addendum No. 10 to the Contract for Refuse Collection and Disposal Services between the City of Alvin and Progressive Waste Solutions to adjust rates paid to Progressive Waste Solutions due to increases in the CPI-U ("revised consumer price index rate for all urban consumers for the Houston-Galveston-Brazoria, Texas area") and fuel cost adjustments pursuant to the agreement and authorize the Mayor to sign. Seconded by Councilmember Arendell; motion to approve carried on a vote of 7 Ayes.

Consider Ordinance 14-U; amending Chapter 28 Comprehensive Fee Ordinance for the purpose of revising certain solid waste collection and disposal fees for residential, commercial and roll-off containers due to an annual CPI-U increase ("revised consumer price index rate for all urban consumers for the Houston-Galveston-Brazoria, Texas area"), resulting in a monthly increase of approximately \$0.40 to the residential customer; providing for a ten percent (10%) penalty for late payment; providing for the effective date of the October 2014 billing cycles; and setting forth other provisions related thereto. - 1st Reading.

*November 2005, council approved an annual CPI-U adjustment (revised consumer price index rate for all urban consumers for the Houston-Galveston-Brazoria, Texas area") to solid waste rates based on the annual CPI-U increases. Each year, the adjusted rate becomes effective beginning with the October billing cycles. This year's proposed CPI-U adjustment is 2.8%. This calculates to a \$0.40 monthly increase to the residential customer. The increases also apply to commercial customers and roll-off containers.*

Councilmember Thompson moved to approve Ordinance 14-U; amending Chapter 28 Comprehensive Fee Ordinance for the purpose of revising certain solid waste collection and disposal fees for residential, commercial and roll-off containers due to an annual CPI-U increase

("revised consumer price index rate for all urban consumers for the Houston-Galveston-Brazoria, Texas area"), resulting in a monthly increase of approximately \$0.40 to the residential customer; providing for a ten percent (10%) penalty for late payment; providing for the effective date of the October 2014 billing cycles; and setting forth other provisions related thereto on 1st Reading. Seconded by Councilmember Reed; motion to approve carried on a vote of 7 Ayes.

Consider Ordinance 14-V; amending Chapter 28 Comprehensive Fee Ordinance for the purpose of revising certain water and sewer fees for residential and commercial customers due to an annual CPI-U increase ("revised consumer price index rate for all urban consumers for the Houston-Galveston-Brazoria, Texas area"), resulting in a monthly increase of approximately \$1.35 to the average residential customer; providing for a ten percent (10%) penalty for late payment; providing for an effective date of the October 2014 billing cycles; and setting forth other provisions related thereto – 1<sup>st</sup> reading.

*In November 2005, Council approved an annual CPI-U adjustment (revised consumer price index rate for all urban consumers for the Houston-Galveston-Brazoria, Texas area) to water and sewer rates based on CPI-U increases. Each year, the increased rate becomes effective beginning with the October billing cycles. This year's proposed CPI-U adjustment is 2.8%, which calculates to a \$1.35 monthly increase to the average 5,600 gallon residential customer. Projected increase to water and sewer revenue is \$179,600.*

Councilmember Droege moved to approve Ordinance 14-V; amending Chapter 28 Comprehensive Fee Ordinance for the purpose of revising certain water and sewer fees for residential and commercial customers due to an annual CPI-U increase ("revised consumer price index rate for all urban consumers for the Houston-Galveston-Brazoria, Texas area"), resulting in a monthly increase of approximately \$1.35 to the average residential customer; providing for a ten percent (10%) penalty for late payment; providing for an effective date of the October 2014 billing cycles; and setting forth other provisions related thereto on 1<sup>st</sup> reading. Seconded by Councilmember Arendell; motion to approve carried on a vote of 7 Ayes.

Consider Ordinance 14-X; establishing a "No Parking During Official School Hours" zone along the north side of Cleveland Street from the intersection of Cleveland Street and South Second Street to the intersection of Cleveland Street and South Durant Street as depicted in Exhibit "A" attached hereto; authorizing installation of appropriate signage; providing for a penalty and publication of this ordinance; and setting forth other provisions related thereto – 1<sup>st</sup> reading.

*Ordinance 14-X establishes a "no parking during official school hours" zone along the north side of Cleveland Street from S. Second Street to S. Durant and authorizes the posting of appropriate signage. This ordinance is being proposed due to complaints from residents that live along the north side of Cleveland in this area.*

Councilmember Adame moved to approve Ordinance 14-X; establishing a "No Parking During Official School Hours" zone along the north side of Cleveland Street from the intersection of Cleveland Street and South Second Street to the intersection of Cleveland Street and South Durant Street as depicted in Exhibit "A" attached hereto; authorizing installation of appropriate signage; providing for a penalty and publication of this ordinance; and setting forth other provisions related thereto on 1<sup>st</sup> reading. Seconded by Councilmember Droege; motion to approve carried on a vote of 7 Ayes.

Consider Ordinance 14-Y; amending Chapter 2, Administration, Article II, City Council, for the purpose of removing the Open Meetings Act Resolution ("OMAR") requirement from the Order of Business at Council meetings; and setting forth other provisions related thereto – 1<sup>st</sup> reading.

*The requirement for an Open Meetings Act Resolution is obsolete. Staff would like to amend Chapter 2 Administration, City Council, to remove this requirement within the Code of Ordinances.*

Councilmember Droege moved to approve Ordinance 14-Y; amending Chapter 2, Administration, Article II, City Council, for the purpose of removing the Open Meetings Act Resolution (“OMAR”) requirement from the Order of Business at Council meetings; and setting forth other provisions related thereto on 1<sup>st</sup> reading. Seconded by Councilmember Stuksa; with all members present voting Aye and Councilmember Reed voting No; motion to approve carried on a vote of 6 Ayes.

Consider an Interlocal Agreement with Brazoria County for the 2014-2015 fiscal year asphalt overlay project and authorize the Mayor to sign.

*The annual Interlocal Agreement provides the mechanism for the County to provide the City of Alvin with equipment and manpower to overlay various streets within the city limits of Alvin. Staff will monitor the expenditures to ensure sufficient funds are in the budget throughout the course of the project. This has already been approved and signed by the Brazoria County Judge, Joe King.*

Councilmember Thompson moved to approve an Interlocal Agreement with Brazoria County for the 2014-2015 fiscal year asphalt overlay project and authorize the Mayor to sign. Seconded by Councilmember Reed; motion to approve carried on a vote of 7 Ayes.

Consider an Interlocal Agreement with the City of Manvel for use of the City of Alvin’s Animal Adoption Center for impoundments of up to 200 animals for an initial fee of \$25,000 and authorize the Interim City Manager to sign.

*The new Alvin Animal Adoption Center, since it has been open, has averaged a daily animal population of 115 animals. Projecting this daily average for a 12 month period gives the equivalent of almost 42,000 animals which will be cared for and housed. With a covered space of 8,411 sq. ft. the operating cost of the Alvin Animal Adoption Center has increased exponentially, when compared to the previous shelter's 1,750 sq. ft. While the addition of 200 animals from Manvel for the year will make only a slight impact, the \$25,000 fee can be utilized to offset operating and personnel cost which will increase efficiency, help in maintaining animal care, and help maintain the facility. All fees collected from adoptions, impoundments, etc., will belong to the City of Alvin and will not count toward the \$25,000 fee nor reduce the amount billed for any animals impounded over 200. Additional animals will be billed at a cost of \$100 per animal. This interlocal agreement along with the fees presented will be for a term of 1 year.*

Chief Lee reviewed the information listed above.

Councilmember Adame moved to approve an Interlocal Agreement with the City of Manvel for use of the City of Alvin’s Animal Adoption Center for impoundments of up to 200 animals for an initial fee of \$25,000 and authorize the Interim City Manager to sign. Seconded by Councilmember Droege; motion to approve carried on a vote of 7 Ayes.

Consider award of a contract to CAG Construction, an approved Buy Board Company, for the purpose of demolishing and rebuilding water well #3 pump house in an amount not to exceed \$66,842.39; and authorize the Mayor to sign.

This item was removed from the agenda.

## **REPORTS FROM CITY MANAGER**

Review preliminary list of items for the Council meeting of September 4, 2014.

Mr. Roland reviewed the preliminary list for the September 4, 2014 City Council meeting. He stated that the budget and tax rate ordinance will be presented for 2<sup>nd</sup> reading at a special City Council meeting scheduled for September 11, 2014.

**REPORTS FROM COUNCILMEMBERS**

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

**Announcements and requests from Councilmembers.**

Councilmember Reed reminded everyone that school will begin on Monday and asked that motorists close attention to their surroundings.

Councilmember Droege thanked Mr. Roland and his staff for the work done on the proposed budget.

Councilmember Adame welcomed Chief Lee's wife Twayna to the community.

Mayor Horn displayed a proposed sketch of what the finished sign being installed on the bridge across Highway 6 will look like. The work being done is being funded by award monies won by Keep Alvin Beautiful.

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

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

Mayor Horn convened the meeting to closed session at 8:15 p.m.

**RECONVENE TO OPEN SESSION**

Mayor Horn reconvened the meeting to open session at 9:00 p.m.

**OPEN MEETINGS ACT RESOLUTION**

Councilmember Reed moved to approve Resolution No. OMA-R-14-08-21, a resolution confirming compliance with the provisions of the Open Meetings Act. Seconded by Councilmember Richards; motion to approve carried on a vote of 7 Ayes.

**ADJOURNMENT**

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

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

---

Paul A. Horn, Mayor

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



# AGENDA COMMENTARY

Discussion Date: 09/04/2014

Approval Date: 09/04/2014

Submitted By: Joyce Kubeczka

## SUBJECT:

Consider Ordinance 14-U; amending Chapter 28 Comprehensive Fee Ordinance for the purpose of revising certain solid waste collection and disposal fees for residential, commercial and roll-off containers due to an annual CPI-U increase ("revised consumer price index rate for all urban consumers for the Houston-Galveston-Brazoria, Texas area"), resulting in a monthly increase of approximately \$0.40 to the residential customer; providing for a ten percent (10%) penalty for late payment; providing for the effective date of the October 2014 billing cycles; and setting forth other provisions related thereto. - 2nd Reading.

## DISCUSSION:

November 2005, council approved an annual CPI-U adjustment (revised consumer price index rate for all urban consumers for the Houston-Galveston-Brazoria, Texas area") to solid waste rates based on the annual CPI-U increases. Each year, the adjusted rate becomes effective beginning with the October billing cycles. This year's proposed CPI-U adjustment is 2.8%. This calculates to a \$0.40 monthly increase to the residential customer. The increases also apply to commercial customers and roll-off containers.

## RECOMMENDATION:

Move to approve Ordinance 14-U revising solid waste fees due to the annual CPI-U adjustment on 2nd and final reading.

## ATTACHMENTS:

- |                   |    |
|-------------------|----|
| 1. Ordinance 14-U | 4. |
| 2.                | 5. |
| 3.                | 6. |

Submitted by:

Junru  
Roland

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2014.08.27 09:55:24  
-05'00'

Department Head

Funds Available:

Junru  
Roland

Digitally signed by Junru Roland  
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email=jroland@cityofalvin.com, o=City  
of Alvin, ou=Finance Department,  
c=US  
Date: 2014.08.27 09:55:38 -05'00'

Finance Director

Approved as to Form:

Bobbi J  
Kacz

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2014.08.28 12:13:12 -05'00'

City Attorney

Approved By:

Junru  
Roland

Digitally signed by Junru Roland  
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email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2014.08.28 12:47:12 -05'00'

City Manager

**ORDINANCE NO. 14-U**

**AN ORDINANCE AMENDING CHAPTER 28, COMPREHENSIVE FEE ORDINANCE, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS FOR THE PURPOSE OF REVISING CERTAIN SOLID WASTE COLLECTION AND DISPOSAL FEES FOR RESIDENTIAL, COMMERCIAL AND ROLL-OFF CONTAINERS DUE TO AN ANNUAL CPI-U INCREASE (“REVISED CONSUMER PRICE INDEX RATE FOR ALL URBAN CONSUMERS FOR THE HOUSTON-GALVESTON-BRAZORIA, TEXAS AREA”), RESULTING IN A MONTHLY INCREASE OF APPROXIMATELY \$0.40 TO THE RESIDENTIAL CUSTOMER; PROVIDING FOR A TEN PERCENT (10%) PENALTY FOR LATE PAYMENT; PROVIDING FOR AN EFFECTIVE DATE OF THE OCTOBER 2014 BILLING CYCLES; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.**

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

**Section 1.** That Section 28-2 of the Code of Ordinances, City of Alvin, Texas is hereby amended by revising the Solid Waste Collection and Disposal fees as follows:

**Sec. 28-2. In General.**

...

**SOLID WASTE COLLECTION AND DISPOSAL**

- (1) Residential rates. The monthly charge for the collection, removal and disposal of garbage and trash on a once per week basis, bulky trash and brush (cut, bundled and tied) on a once per week basis and curbside recycling services shall be as follows:

Each single dwelling unit .....	<del>\$12.68</del> <u>13.04</u>
Two-family residences, each unit.....	<del>\$12.68</del> <u>13.04</u>
Apartment house with more than two (2) apartments, each unit.....	<del>\$12.68</del> <u>13.04</u>
Manufactured home park, each unit .....	<del>\$12.68</del> <u>13.04</u>

The charge for monthly curbside residential collection, removal and disposal of bulky trash and brush in bundles four (4) feet in length and weighing no more than fifty (50) pounds shall be one dollar and sixty-~~four~~four cents (~~\$1.60~~1.64) per residence.

The charge for collection, removal and disposal of brush in piles (not cut, bundled or tied) from residential customers shall be the unit price of twelve dollars and ~~twenty-three~~

fifty cents (~~\$12.23~~12.50) per cubic yard. Collection services for such brush shall be provided only upon request.

- (2) Business or commercial rates. The monthly charge for the collection, removal and disposal of all garbage and trash from each business or commercial establishment located within the corporate limits of the city shall be based on the frequency of collection from commercial containers furnished by the city or its designated contractor, except in those instances where commercial establishments are allowed to use plastic carts.

In cases where the city has determined that the use of plastic carts by a business or commercial establishment shall be practicable, sanitary and not detrimental to the collection of garbage and trash, then the user of such plastic carts shall pay a monthly rate for once or twice per week curbside collection, limited to two (2) carts per collection day.

The following schedule of monthly charges for business or commercial establishments shall apply:

90--95 gallon cart minimum per cart:

One collection per week.....	\$ <del>30.90</del> <u>31.77</u>
Two collections per week .....	\$ <del>45.80</del> <u>47.08</u>

Two-cubic-yard containers per month:

One collection per week.....	\$ <del>66.98</del> <u>68.86</u>
Two collections per week .....	\$ <del>99.43</del> <u>102.21</u>
Three collections per week .....	\$ <del>119.51</del> <u>122.86</u>
Four collections per week .....	\$ <del>149.10</del> <u>153.27</u>

Three-cubic-yard containers per month:

One collection per week.....	\$ <del>82.18</del> <u>84.48</u>
Two collections per week .....	\$ <del>127.73</del> <u>131.31</u>
Three collections per week .....	\$ <del>175.75</del> <u>180.67</u>
Four collections per week .....	\$ <del>220.83</del> <u>227.01</u>

Four-cubic-yard containers per month:

One collection per week.....	\$ <del>96.02</del> <u>98.71</u>
Two collections per week .....	\$ <del>149.46</del> <u>153.64</u>
Three collections per week .....	\$ <del>202.93</del> <u>208.61</u>
Four collections per week .....	\$ <del>257.79</del> <u>265.01</u>

Six-cubic-yard containers per month:

One collection per week.....	\$ <del>120.30</del> <u>123.67</u>
Two collections per week .....	\$ <del>201.40</del> <u>207.04</u>
Three collections per week .....	\$ <del>258.27</del> <u>265.50</u>
Four collections per week .....	\$ <del>344.45</del> <u>354.09</u>
Five collections per week.....	\$ <del>430.49</del> <u>442.54</u>
Six collections per week .....	\$ <del>516.64</del> <u>531.11</u>

Eight-cubic-yard containers per month:

One collection per week.....	<del>\$145.38</del> <u>149.45</u>
Two collections per week .....	<del>\$255.24</del> <u>262.39</u>
Three collections per week .....	<del>\$349.79</del> <u>359.58</u>
Four collections per week .....	<del>\$472.24</del> <u>485.46</u>
Five collections per week.....	<del>\$585.86</del> <u>602.26</u>
Six collections per week .....	<del>\$705.36</del> <u>725.11</u>

Six-cubic yard compactor container per month:

<u>One collection per week.....</u>	<u>\$230.35</u>
<u>Two collections per week.....</u>	<u>\$460.71</u>
<u>Three collections per week.....</u>	<u>\$691.05</u>
<u>Four collections per week.....</u>	<u>\$ 921.41</u>
<u>Five collections per week.....</u>	<u>\$1,151.76</u>
<u>Six collections per week.....</u>	<u>\$1,382.12</u>

The charge for collection and disposal of heavy trash and brush in piles (not cut, bundled and tied) from commercial customers shall be the following unit price:

Brush piles, per cubic yard.....	\$ <del>12.23</del> <u>12.50</u>
Heavy trash, per cubic yard.....	\$ <del>12.23</del> <u>12.50</u>

Variations on the type and number of collection services referenced herein shall have the prior written approval of the city manager or designee. Additionally, special collection services not specified or provided for in this section shall have the prior written approval of the city manager or designee. In all such cases appropriate documentation shall be provided to the city manager or designee prior to obtaining the service(s). Charges for such service(s) shall be calculated with reference to the rates set forth herein or if none of the service categories is equivalent to the requested service, the charge shall be calculated with reference to the industry standard.

- (3) Rates for the collection, hauling and/or disposal of construction debris. Lumber, shingles, concrete and other materials generated by or resulting from building or remodeling operations or resulting from a general cleanup of vacant or improved property, just prior to its occupancy, will not be removed by the city or its designated contractor as part of the garbage collection services established in this chapter. The building contractor, owner, or occupant of the premises may utilize his/her own forces and equipment to dispose of such debris. However, to the extent that it is necessary to obtain the services of a third party to assist in the hauling and/or disposal of the debris, the building contractor, owner or occupant shall obtain roll-off containers from the city's designated contractor for the following rates:

City's designated contractor will handle all aspect of customer service with roll off and compactor containers for customers within the city. Customer charges will be based on haul rate, rental fees and tonnage rate, with a three-ton minimum. The contractor will submit ten percent (10%) of total charges as monthly rebate to city.

Roll-off containers:

Haul rates	.....	\$ <del>189.43</del> <u>194.92</u>
Delivery rates	.....	\$ <del>91.17</del> <u>93.81</u>
Daily rental	.....	\$ <del>3.04</del> <u>3.13</u>
Disposal/ton**	.....	\$ <del>23.62</del> <u>24.31</u>

Compactors:

Haul rates	.....	\$ <del>242.10</del> <u>249.12</u>
Disposal/ton**	.....	<del>3.62</del> <u>24.31</u>

\*\*Disposal--Three-ton minimum.

- (4) Beginning with the October, ~~2013~~ 2014 billing cycle, the solid waste rates as set forth above shall be increased. Beginning with the October 1, 2007 billing dates, and each year thereafter, the water, sewer, and solid waste rates as set forth above shall be adjusted incrementally on an annual basis in accordance with the CPI-U change. As used herein, "CPI-U" shall mean the revised consumer price index rate for all urban consumers (all items included) for the Houston-Galveston-Brazoria, TX area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "bureau"). The rates, set in subsections (1), (2) and (3) above, shall be automatically adjusted with the October billing cycle of each year by an amount equal to the percentage that the CPI-U has increased or decreased based on the most recent CPI-U information available at time of submission of the contractors petition for adjustment.
- (5) Ten percent (10%) penalty for late payment.

....

**Section 2.** That except as amended herein all other provisions of Chapter 28 of the Code of Ordinances, City of Alvin, Texas shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this ordinance and any other ordinance, the provisions of this ordinance shall control.

**Section 3. Severability.** Should any section or part of this Ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons

thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

**Section 4. Publication.** The City Clerk of the City of Alvin is hereby directed to publish this ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by *Chapter 52 of the Texas Local Government Code* and the *City of Alvin Charter*.

**Section 5. Effective Date.** This ordinance shall take effect beginning with the October 2014 billing cycles, that being after its passage on second reading in accordance with the provisions of *Chapter 52 of the Texas Local Government Code* and the *City of Alvin Charter*.

**Section 6. Open Meetings Act.** It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and the public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't Code*. Notice was also provide as required by *Chapter 52 of the Texas Local Government Code* and the *City of Alvin Charter*.

**PASSED** on the first reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**PASSED** on the second and final reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**ATTEST:**

**CITY OF ALVIN, TEXAS**

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

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



# AGENDA COMMENTARY

**Discussion Date:** 09/04/2014

**Approval Date:** 09/04/2014

**Submitted By:** Joyce Kubeczka

## **SUBJECT:**

Consider Ordinance 14-V; amending Chapter 28 Comprehensive Fee Ordinance for the purpose of revising certain water and sewer fees for residential and commercial customers due to annual CPI-U increase ("revised consumer price index rate for all urban consumers for the Houston-Galveston-Brazoria, Texas area"), resulting in a monthly increase of approximately \$1.35 to the average residential customer; providing for a ten percent (10%) penalty for late payment; providing for an effective date of the October 2014 billing cycles; and setting forth other provisions related thereto - 2nd Reading.

## **DISCUSSION:**

In November 2005, Council approved an annual CPI-U adjustment (revised consumer price index rate for all urban consumers for the Houston-Galveston-Brazoria, Texas area) to water and sewer rates based on CPI-U increases. Each year, the increased rate becomes effective beginning with the October billing cycles.

This year's proposed CPI-U adjustment is 2.8%, which calculates to a \$1.35 monthly increase to the average 5,600 gallon residential customer.

Projected increase to water and sewer revenue is \$179,600.

## **RECOMMENDATION:**

Move to approve Ordinance 14-V revising water and sewer fees due to the annual CPI-U adjustments on 2nd and final reading.

## **ATTACHMENTS:**

- |                   |    |
|-------------------|----|
| 1. Ordinance 14-V | 4. |
| 2.                | 5. |
| 3.                | 6. |

**Submitted by:**

**Junru  
Roland**

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**Department Head**

**Funds Available:**

**Junru  
Roland**

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**Finance Director**

**Approved as to Form:**

**Bobbi J  
Kacz**

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**City Attorney**

**Approved By:**

**Junru  
Roland**

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**City Manager**

**ORDINANCE NO. 14-V**

**AN ORDINANCE AMENDING CHAPTER 28, COMPREHENSIVE FEE ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS FOR THE PURPOSE OF REVISING CERTAIN WATER AND SEWER FEES FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS DUE TO AN ANNUAL CPI-U INCREASE (“REVISED CONSUMER PRICE INDEX RATE FOR ALL URBAN CONSUMERS FOR THE HOUSTON-GALVESTON-BRAZORIA, TEXAS AREA”), RESULTING IN A MONTHLY INCREASE OF APPROXIMATELY \$1.35 TO THE AVERAGE RESIDENTIAL CUSTOMER; PROVIDING FOR A TEN PERCENT (10%) PENALTY FOR LATE PAYMENT; PROVIDING FOR AN EFFECTIVE DATE OF THE OCTOBER 2014 BILLING CYCLES; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.**

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

**Section 1.** That Section 28-2 of the Code of Ordinances of the City of Alvin, Texas is hereby amended by revising the water and sewer fees as follows:

“**Sec. 28-2. In General.**

...

**WATER AND SEWER**

...

(10) Water rates (monthly charges):

*Inside the city limits:*

For the first increment of water usage up to and including 2,000 gallons, minimum rate:

- (a) For residential and multi-family users ..... ~~\$10.99~~11.30
- (b) For commercial users ..... ~~\$11.54~~11.86

For the second increment of water usage from 2,001 - 7,000 gallons of water, per 1,000 gallons ..... ~~\$2.81~~2.89

For the third increment of water usage from 7,001 gallons and above, per 1,000 gallons ..... ~~\$4.29~~4.41

*Outside the city limits:*

One and one-half times the charge applied inside the city limits for the same water usage.

Malfunctioning water meter that fails to register consumption - Average daily consumption as shown when meter operating properly.

*Brazoria County Groundwater Conservation District user fee:*

For the first increment of water usage up to and including 2,000 gallons, minimum rate .....	\$0.08
For the second increment of water usage, from 2,001 gallons of water, per 1,000 gallons .....	\$0.04
TCEQ (Texas Commission on Environmental Quality) user fee: .....	\$0.50

(11) Sewer rates (monthly charges):

*Inside the city limits (for residents with water and sewer service):*

For the first increment of water usage up to and including 2,000 gallons of water,  
minimum rate:

(a) For residential and multi-family users .....	\$ <del>17.04</del> 17.52
(b) For commercial users .....	\$ <del>17.54</del> 18.03

For the additional incremental water usage in excess of 2,000 gallons, per 1,000 gallons .....	\$ <del>2.81</del> 2.89
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*Inside the city limits (for residents with city sewer service only):*

Monthly charge .....	\$ <del>39.58</del> 40.69
----------------------	---------------------------

Unless determined by the director of public works that the usage would greatly exceed that normally used by a standard commercial business or residence. In that case, an appropriate charge shall be determined by the director of public works on the basis of a comparable use in the city.

*Outside the city limits:*

One and one-half times the charge applied inside the city limits for the same usage.

(21) Ten percent (10%) penalty for late payment.

...

**Section 2.** That except as specifically amended herein all other provisions of Chapter 28 of the Code of Ordinances, City of Alvin, Texas shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control. That all rights and remedies which have accrued in favor of the City under Chapter 28 and any amendments thereto shall be and are preserved for the benefit of the City.

**Section 3. 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 4. Publication.** The City Clerk of the City of Alvin is hereby directed to publish this ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by *Chapt. 52, Tex. Loc. Gov't Code* and the *City of Alvin Charter*.

**Section 5. 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, *Chapt. 551, Tex. Gov't Code*. Notice was also provided as required by *Chapt.52, Tex. Loc. Gov't. Code* and the *City of Alvin Charter*.

**Section 6. Effective Date.** This ordinance shall take effect beginning with the October 2014 billing cycles; that being after its passage on second reading in accordance with the provisions of *Chapt. 52, Tex. Loc. Gov't. Code* and the *City of Alvin Charter*.

**PASSED AND APPROVED** on first reading this \_\_\_\_ day of \_\_\_\_\_, 2014.

**PASSED AND APPROVED** on second and final reading this \_\_\_\_ day of \_\_\_\_\_, 2014.

**ATTEST:**

**CITY OF ALVIN, TEXAS**

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

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



# AGENDA COMMENTARY

**Discussion Date:** 09/04/2014

**Approval Date:** 09/04/2014

**Submitted By:** Michelle Segovia

## **SUBJECT:**

---

Consider Ordinance 14-X; establishing a "No Parking During Official School Hours" zone along the north side of Cleveland Street from the intersection of Cleveland Street and South Second Street to the intersection of Cleveland Street and South Durant Street as depicted in Exhibit "A" attached hereto; authorizing installation of appropriate signage; providing for a penalty and publication of this ordinance; and setting forth other provisions related thereto - 2nd Reading.

## **DISCUSSION:**

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Ordinance 14-X establishes a "no parking during official school hours" zone along the north side of Cleveland Street from S. Second Street to S. Durant and authorizes the posting of appropriate signage. This ordinance is being proposed due to complaints from residents that live along the north side of Cleveland in this area.

## **RECOMMENDATION:**

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Move to approve Ordinance 14-X on 2nd and final reading.

## **ATTACHMENTS:**

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- |  |    |
|--|----|
| 1. Ordinance 14-X                          | 4. |
| 2. Exhibit "A"- Map of the No Parking Zone | 5. |
| 3.   | 6. |

**Submitted by:**

**Junru  
Roland**

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**Department Head**

**Funds Available:**

**Junru  
Roland**

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**Finance Director**

**Approved as to Form:**

**Bobbi J  
Kacz**

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**City Attorney**

**Approved By:**

**Junru  
Roland**

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**City Manager**

**ORDINANCE NO. 14-X**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS ESTABLISHING A “NO PARKING DURING OFFICIAL SCHOOL HOURS” ZONE ALONG A PORTION OF THE NORTH SIDE OF CLEVELAND STREET FROM THE INTERSECTION OF CLEVELAND STREET AND SOUTH SECOND STREET TO THE INTERSECTION OF CLEVELAND STREET AND SOUTH DURANT STREET AS DEPICTED IN EXHIBIT “A” ATTACHED HERETO; AUTHORIZING INSTALLATION OF APPROPRIATE SIGNAGE; PROVIDING FOR A PENALTY AND PUBLICATION; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.**

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

**Section 1.** That there is hereby established a “No Parking During Official School Hours” zone along the north side of Cleveland Street from the intersection of Cleveland Street and South Second Street to the intersection of Cleveland Street and South Durant Street as depicted herein in Exhibit “A” attached hereto.

**Section 2. Authority to Erect Signs.** The City Manager of the City of Alvin, Texas or his designee, after the effective date of this ordinance, shall cause to be erected signs designating the “No Parking During Official School Hours” zone, as required by the Texas Manual on Uniform Traffic Control Devices along the north side of Cleveland Street from South Second Street to South Durant Street reflecting the “No Parking During Official School Hours” area established herein.

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

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

**Section 5. Open Meetings Act.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov’t Code*.

**PASSED AND APPROVED** on first reading this \_\_\_\_ day of \_\_\_\_\_, 2014.

**PASSED AND APPROVED** on second and final reading this \_\_\_\_ day of \_\_\_\_\_, 2014.

**ATTEST:**

**CITY OF ALVIN, TEXAS**

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

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



*Proposed No Parking Zone*

*Existing No Parking Zone*



*Proposed No Parking Zone - 2nd St to Durant St.*



# AGENDA COMMENTARY

Discussion Date: 09/04/2014

Approval Date: 09/04/2014

Submitted By: Dixie Roberts

## SUBJECT:

Consider Ordinance 14-Y; amending Chapter 2, Administration, Article II, City Council, for the purpose of removing the Open Meetings Act Resolution (OMAR) requirement from the Order of Business at Council meetings; and setting forth other provisions related thereto - 2nd Reading.

## DISCUSSION:

The requirement for an Open Meetings Act Resolution is obsolete. Staff would like to amend Chapter 2 Administration, City Council, to remove this requirement within the Code of Ordinances.

## RECOMMENDATION:

Motion to approve Ordinance 14-Y; removing the OMAR requirement on 2nd and final reading.

## ATTACHMENTS:

- |                   |    |
|-------------------|----|
| 1. Ordinance 14-Y | 4. |
| 2.                | 5. |
| 3.                | 6. |

Submitted by:

Dixie  
Roberts

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Alvin, ou=City Clerk,  
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-05'00'

Department Head

Funds Available:

Finance Director

Approved as to Form:

Bobbi J  
Kacz

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City Attorney

Approved By:

Junru  
Roland

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City Manager

**ORDINANCE NO. 14-Y**

**AN ORDINANCE AMENDING CHAPTER 2, ADMINISTRATION,  
ARTICLE II, CITY COUNCIL, OF THE CODE OF ORDINANCES, CITY  
OF ALVIN, TEXAS, FOR THE PURPOSE OF REMOVING THE OPEN  
MEETINGS ACT RESOLUTION (OMAR) REQUIREMENT FROM THE  
ORDER OF BUSINESS AT COUNCIL MEETINGS; AND SETTING  
FORTH OTHER PROVISIONS RELATED THERETO.**

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

**Section 1.** That Section 2-23 of the Code of Ordinances of the City of Alvin, Texas is hereby amended by removing the open meetings act resolution (OMAR) requirement from the order of business at Council meetings:

**"Sec. 2-23. Order of business at meetings.**

(a) Subject to the provisions herein, the proceedings at regular meetings of the city council will conform generally to the order of business set forth below. At the discretion of the mayor, unless the majority of council objects by vote, the order of business, including agenda items within categories, may be rearranged and addressed out of order in the manner deemed most expeditious. The identified categories of order of business shall not be deemed an exclusive list nor be deemed to restrict additional categories, as needed.

- (1) Call to order.
- (2) Invocation.
- (3) Pledge of allegiance.
- (4) Special presentations, if any.
- (5) Approval of minutes.
- (6) Petitions or requests from the public.
- (7) Reports from citizens, boards, commissions and committees.
- (8) Public hearing(s), if posted.
- (9) Consent agenda.
- (10) Matters removed from consent agenda.

- (11) Other business.
- (12) Reports from city manager.
- (13) Reports from councilmembers and council committees.
- (14) Executive session.
- (15) Action items from executive session.

~~(16) Open Meetings Act Resolution.~~

~~(17)~~(16) Adjournment.

(b) At the time of ~~the~~ discussion under Other Business~~item (a)(11) above~~, an individual councilmember may request an item or items be placed on the upcoming agenda for the next regular meeting, unless the majority of the council votes that said item or items shall not be on the upcoming agenda.

(c) With the exception of emergency items, and for regular meetings only, the administration should make a diligent attempt to provide councilmembers complete packets by ~~on~~ the Friday preceding the regular council meeting. It is the intention of the city council in adopting the above language to provide a guideline only, and that same not be binding or interfere with the regular course of business.

**Section 9. Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of *Chapt. 52, Tex. Loc. Gov't. Code*, and the *City of Alvin Charter*.

**Section 10. Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the *Open Meetings Act, Chapt. 551, Tex. Gov't Code*.

**PASSED** on the first reading on the \_\_\_\_\_ day of \_\_\_\_\_ 2014.

**PASSED** on second and final reading on the \_\_\_\_\_ day of \_\_\_\_\_ 2014.

ATTEST:

**CITY OF ALVIN, TEXAS:**

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

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



# AGENDA COMMENTARY

Discussion Date:

Approval Date: 09/04/2014

Submitted By: Junru Roland

## SUBJECT:

Consider Ordinance 14-AA, adopting the budget for the City of Alvin, TX for the fiscal year 2014-15; directing the City Clerk to post a copy of the budget on the City of Alvin website; and setting forth other provisions related thereto.

## DISCUSSION:

State law and the City's Charter require that the City enact an annual budget. The City Charter requires that an ordinance to establish appropriation must be approved by a favorable vote of a majority of the members of the City Council.

## RECOMMENDATION:

Move to approve Ordinance 14-AA, adopting the City's budget for fiscal year 2014-15.

## ATTACHMENTS:

- |                             |    |
|-----------------------------|----|
| 1. Draft of Ordinance 14-AA | 4. |
| 2.                          | 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: 2014.08.27 08:19:01  
-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: 2014.08.27 08:19:10 -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: 2014.08.28 09:42:08 -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: 2014.08.28 10:35:40 -05'00'

**ORDINANCE NO. 14-AA**

**AN ORDINANCE OF THE CITY OF ALVIN, TEXAS ADOPTING THE BUDGET FOR THE CITY OF ALVIN, TEXAS FOR FISCAL YEAR 2014-15; DIRECTING THE CITY CLERK TO POST A COPY OF THE BUDGET ON THE CITY OF ALVIN WEBSITE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.**

**WHEREAS**, State Law and the City's Home Rule Charter require that the City enact an annual budget: and

**WHEREAS**, the City desires to comply with sound budgetary principles and protect the citizens of the City by maintaining a fund balance adequate to cover the needs of the City during fiscal year 2014-15; and

**WHEREAS**, the budget for fiscal year 2014-15 reflects Council's best efforts at providing a balanced budget and maintaining the necessary fund balance to meet the City's needs; **NOW, THEREFORE**,

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

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

**Section 2.** That the City Council hereby adopts the City of Alvin Annual Budget for fiscal year 2014-15, a copy of which is attached hereto and incorporated herein by reference. Such budget is adopted by the favorable vote of a majority of the members of the City Council of the City of Alvin in a Council meeting duly assembled in accordance with Article VII of the Home-Rule Charter of the City of Alvin, Texas.

**Section 3.** That the City Council files the budget with the City Clerk and directs the City Clerk to post a copy of the budget on the City of Alvin website.

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

**PASSED AND APPROVED** on first reading on the \_\_\_\_ day of \_\_\_\_\_, 2014.

**PASSED AND APPROVED** on second reading on the \_\_\_\_ day of \_\_\_\_\_, 2014.

**ATTEST:**

**CITY OF ALVIN:**

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

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



# AGENDA COMMENTARY

**Discussion Date:**

**Approval Date:** 09/04/2014

**Submitted By:** Junru Roland

## **SUBJECT:**

---

Consider Ordinance 14-BB, levying a property tax rate for the tax year 2014; directing the Tax Assessor-Collector to assess, account for and distribute the property taxes as herein levied.

## **DISCUSSION:**

---

State law and the City's Charter require that the City enact an annual budget. The City Charter requires that an ordinance be adopted to establish the tax rates for maintenance & operation (M&O) and debt service (DS) to fund budget appropriations; and must be approved by a favorable vote of a majority of the members of the City Council.

## **RECOMMENDATION:**

---

Move to approve Ordinance 14-BB, adopting the City's tax rates for fiscal year 2014-15.

## **ATTACHMENTS:**

---

- |                    |    |
|--------------------|----|
| 1. Ordinance 14-BB | 4. |
| 2.                 | 5. |
| 3.                 | 6. |

**Submitted by:**

**Junru  
Roland**

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2014.08.27 08:19:01  
-05'00'

**Department Head**

**Funds Available:**

**Junru  
Roland**

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com, o=City  
of Alvin, ou=Finance Department,  
c=US  
Date: 2014.08.27 08:19:10 -05'00'

**Finance Director**

**Approved as to Form:**

**Bobbi J  
Kacz**

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2014.08.28 09:50:08 -05'00'

**City Attorney**

**Approved By:**

**Junru  
Roland**

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2014.08.28 10:37:46 -05'00'

**City Manager**

**ORDINANCE NO. 14-BB**

**AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, LEVYING A PROPERTY TAX RATE FOR THE TAX YEAR 2014; DIRECTING THE TAX ASSESSOR-COLLECTOR TO ASSESS, ACCOUNT FOR, AND DISTRIBUTE THE PROPERTY TAXES AS HEREIN LEVIED.**

**WHEREAS**, Section 26.05 (a) of the Tax Code requires taxing authorities to adopt a property tax rate by September 30 of each year or within sixty (60) days after receipt of the certified appraisal roll; and

**WHEREAS**, Section 26.05 (a) of the Tax Code requires the total property tax rate be approved in two components: (1) Maintenance and Operations; and (2) Debt Service; and

**WHEREAS**, Section 26.05 (b) of the Tax Code requires that if the ordinance sets a tax rate that, if applied to the total taxable value, will impose an amount of taxes to fund maintenance and operation expenditures of the taxing unit that exceeds the amount of taxes imposed for that purpose in the preceding year, the taxing unit must include in the ordinance in type larger than the type used in any other portion of the ordinance the following statement; "THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE"; and

**WHEREAS**, Section 26.05 (b) of the Tax Code is applicable this year because the tax rate to be adopted does exceed the effective tax rate, **NOW, THEREFORE;**

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

That there be and is hereby levied for the tax year 2014 on all real and personal property within the City limits of the City of Alvin, Texas, except so much thereof as may be exempt by the Constitution and laws of the State of Texas and of the United States the following:

**Section 1.** An ad valorem tax of and at the rate of \$0.693885 on the One Hundred Dollars valuation of the real and personal property and mineral royalties owned within the City limits of Alvin on the first day of January 2014 to provide for the current expenses of the City of Alvin, Texas (General Fund).

**Section 2.** An ad valorem tax of and at the rate of \$0.011674 on the One Hundred Dollars valuation of the real and personal property situated and owned within the City limits of Alvin on the first day of January 2014 to pay current interest and to provide a Sinking Fund on the General Obligation Refunding Bonds, Series 2012.

**Section 3.** An ad valorem tax of and at the rate of \$0.009750 on the One Hundred Dollars valuation of the real and personal property situated and owned within the City limits of Alvin on the first day of January 2014 to pay current interest and to provide a Sinking Fund on the Certificate of Obligations, Series 2006A.

**Section 4.** An ad valorem tax of and at the rate of \$0.008729 on the One Hundred Dollars valuation of the real and personal property situated and owned within the City limits of Alvin on the first day of January 2014 to pay current interest and to provide a Sinking Fund on the Certificate of Obligation, Series 2006C.

**Section 5.** An ad valorem tax of and at the rate of \$0.064767 on the One Hundred Dollars valuation of the real and personal property situated and owned within the City limits of Alvin on the first day of January 2014 to pay current interest and to provide a Sinking Fund on the General Obligation Refunding Bonds, Series 2011.

**Section 6.** An ad valorem tax of and at the rate of \$0.031031 on the One Hundred Dollars valuation of the real and personal property situated and owned within the City limits of Alvin on the first day of January 2014 to pay current interest and to provide a Sinking Fund on the Certificate of Obligation, Series 2011.

**Section 7.** An ad valorem tax of and at the rate of \$0.018764 on the One Hundred Dollars valuation of the real and personal property situated and owned within the City limits of Alvin on the first day of January 2014 to pay current interest and to provide a Sinking Fund on the Tax Anticipation Note, Series 2013.

**Section 8.** Taxes are to be calculated on the basis of one hundred percent (100%) of assessed value for the 2014 tax year.

**THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.**

A total tax rate of all property was set at \$0.838600 per One Hundred Dollars valuation, and such total tax rate was adopted by favorable majority of the members of the City Council of the City of Alvin, Texas in a Council meeting duly assembled in accordance with the Home-Rule Charter of the City of Alvin, Texas and such action is hereby ratified, confirmed and affirmed.

**Section 9.** That the recorded vote of the City Council on this ordinance is:

Council Members voting FOR adoption:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Council Members voting AGAINST adoption:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Council Members absent:

\_\_\_\_\_

**Section 10.** This ordinance is adopted in compliance with Article VII of the City Charter.

**Section 11. Open Meetings Act.** It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't Code.*

**PASSED AND APPROVED** on first reading on the \_\_\_\_ day of \_\_\_\_\_ 2014.

**PASSED AND APPROVED** on second reading on the \_\_\_\_ day of \_\_\_\_\_ 2014.

**ATTEST:**

**CITY OF ALVIN, TEXAS:**

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

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



# AGENDA COMMENTARY

**Discussion Date:** 09/04/2014

**Approval Date:** 09/04/2014

**Submitted By:** Rex W. Klesel

## **SUBJECT:**

---

Consider a request from the Alvin Fire Department for the closure of House Street between Hood and Taylor Street on Saturday, September 27, 2014 from 8:00 a.m. to 2:00 p.m. for the annual Fire Department Fire Prevention Open House.

## **DISCUSSION:**

---

The Alvin Fire Department would like to request the closure of House Street between Hood and Taylor Street for the Annual Fire Department Fire Prevention Open House from 8 AM to 2 PM. The reason for the street closure is to display equipment and pedestrian safety in crossing the street.

## **RECOMMENDATION:**

---

Move to approve the street closure for the annual Fire Department Fire Prevention Open House.

## **ATTACHMENTS:**

---

- |                          |    |
|--------------------------|----|
| 1. Map of street closure | 4. |
| 2.                       | 5. |
| 3.                       | 6. |

### **Submitted by:**

**Rex W.  
Klesel**

Digitally signed by Rex W. Klesel  
DN: cn=Rex W. Klesel,  
email=rklesel@cityhall.cityofalvin.  
com, o=City of Alvin, ou=Alvin  
Fire Department, c=US  
Date: 2013.03.14 15:42:49  
-05'00'

**Department Head**

### **Funds Available:**

**Junru  
Roland**

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com, o=City  
of Alvin, ou=Finance Department,  
c=US  
Date: 2014.08.27 09:50:02 -05'00'

**Finance Director**

### **Approved as to Form:**

**Bobbi J  
Kacz**

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2014.08.27 14:53:19 -05'00'

**City Attorney**

### **Approved By:**

**Junru  
Roland**

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2014.08.28 10:33:41 -05'00'

**City Manager**



*Alvin Fire Department*  
Street Closure Request - House Street between Taylor and House St.  
9/27/14 ~ 8:00 a.m. ~ 2:00 p.m.



# AGENDA COMMENTARY

**Discussion Date:** 09/04/2014

**Approval Date:** 09/04/2014

**Submitted By:** Michelle H. Segovia

## SUBJECT:

Consider termination of the Memorandum of Understanding with Texas A & M University for the development of a stormwater wetlands component of the detention basin located at Kost Road and South Street and consider authorizing staff to prepare an alternate landscaping plan.

## DISCUSSION:

This MOU between the City and Texas A & M University was approved by Council on April 24, 2014. After much consideration, it is staff's recommendation not to include a wetlands component for the proposed detention pond. The primary factors leading to this decision include increased maintenance costs and negative public perception.

## RECOMMENDATION:

Move to approve the termination of the Memorandum of Understanding with Texas A & M University and authorize staff to prepare an alternate landscaping plan for the construction of this detention area.

## ATTACHMENTS:

- |                                  |    |
|----------------------------------|----|
| 1. MOU                           | 4. |
| 2. Stormwater wetland schematics | 5. |
| 3.                               | 6. |

**Submitted by:**  
**Michelle Segovia**  
Digitally signed by Michelle Segovia  
 DN: cn=Michelle Segovia, o=City of Alvin,  
 ou=Engineering,  
 email=mssegovia@cityofalvin.com, c=US  
 Date: 2014.08.20 15:49:49 -0500  
**Department Head**

**Funds Available:**  
**Junru Roland**  
Digitally signed by Junru Roland  
 DN: cn=Junru Roland,  
 email=jroland@cityofalvin.com, o=City  
 of Alvin, ou=Finance Department,  
 c=US  
 Date: 2014.08.27 09:43:22 -0500  
**Finance Director**

**Approved as to Form:**  
**Bobbi J Kacz**  
Digitally signed by Bobbi J Kacz  
 DN: cn=Bobbi J Kacz, o=City of  
 Alvin, ou=Legal Department,  
 email=bkacz@cityofalvin.com, c=US  
 Date: 2014.08.27 14:56:35 -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: 2014.08.28 13:01:55 -0500  
**City Manager**

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**TEXAS A&M UNIVERSITY**  
**AND THE CITY OF ALVIN**

This agreement ("Agreement") is by and between Texas A&M University (TAMU) as agency of the State of Texas, and the City of Alvin, referred to as "Party" or collectively "Parties".

Both parties share a mutual interest in partnering to develop the stormwater wetland component ("Project") of the proposed Kost Pond stormwater detention basin park located at Kost Road and South Street in Alvin, Texas

The purpose of this Agreement is to recognize the mutual benefit of collaborative partnering and serves as an indication of continued interest in cooperation of the above mentioned parties. The goal of the Project is to 1) develop a design for stormwater wetland based on the hydrological conditions of the site, 2) to provide plants for the stormwater wetland by constructing and maintaining a wetland plant nursery at a location to be determined, and 3) planting the stormwater wetland. The function of the proposed stormwater wetland is to improve the water quality flowing from the Kost Pond site, while providing a natural wetland habitat and opportunities for Alvin residents to observe and enjoy wildlife in a wetland setting.

The Project is part of the larger effort to improve non-point source (i.e. stormwater runoff) water quality in Harris, Galveston and Brazoria Counties by demonstrating the use of engineered wetlands as a stormwater Best Management Practice. The Project is grant funded through the Texas Commission on Environmental Quality and the Galveston Bay Estuary Program. This Agreement shall become effective when executed by all parties and shall remain in effect through May 15, 2015.

None of the parties involved will incur financial obligations to the other as a result of this Agreement.

**RESPONSIBILITIES OF TEXAS A&M UNIVERSITY**

TAMU will provide engineering consultation on matters relating to the design of the stormwater wetland and outfall structure, and the hydrology of the site. The engineering consultant will be available to discuss the stormwater wetland design and parameters with Alvin and Alvin's subcontractors as needed.

TAMU will provide the construction of a wetland plant nursery, including above-ground nursery ponds, fencing, signage, and an irrigation system.

TAMU will provide plant sourcing and propagation in the wetland plant nursery.

TAMU will provide planting of the stormwater wetland, by volunteers and/or subcontractors.

TAMU will provide consultation with a wetland specialist on matters concerning the design and planning of the proposed stormwater wetland, including but not limited to plant selection, sourcing, propagation, and installation; volunteer coordination, wetland maintenance, interpretive signage, educational outreach and funding opportunities. The wetland specialist will be available to discuss the stormwater wetland design and planning with Alvin as needed.

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

Alvin will provide access to the site for TAMU and TAMU subcontractors on an as needed basis. Alvin will provide TAMU with a site and connection to a water supply for the wetland plant nursery. Alvin will facilitate coordination with Alvin subcontractors and TAMU on an as needed basis.

#### **MISCELLANEOUS PROVISIONS**

1. Execution and modifications. This Agreement is binding only when signed by both parties. Any modifications or amendments must be in writing and signed by both parties.
2. Assignment. This Agreement, with the rights and privileges it creates, is assignable only with written consent of both parties.
3. Force Majeure. Each party shall be excused from any breach of this Agreement which is proximately caused by government regulations, war, strike, act of God, or other similar circumstances normally deemed outside the control of well-managed businesses.
4. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the installation of the Study and supersedes all other written and oral agreements between the parties with respect to the Study. It is acknowledged that other contracts may be executed. Such other agreements are not intended to change or alter this Agreement unless expressly stated in writing.

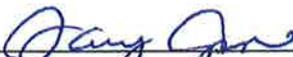
5. Governing Law. This Agreement is construed under the laws of Texas.
6. Independent Contractor Status. This Agreement will not be construed as creating an employer/employee relationship between any of the parties. Each party shall maintain in force worker's compensation insurance, professional liability insurance and comprehensive general liability insurance policies; proof of such policies shall be presented upon request of the other party. All parties will cooperate, as needed, with defense of claims in which students, staff, or employees were involved or of which they had knowledge related to the claim. Each party assumes full responsibility for the actions of their own employees and each shall remain solely responsible for their own employees' supervision, daily direction, and control of payment of salary and benefits.
7. Liability and Immunity. The parties recognize that in the event of an accident causing damage or injury, liability would be determined under the Texas Tort Claims Act. The parties do not waive or relinquish any immunities or defenses on behalf of themselves, their trustees, officers, employees, and agents, as a result of the execution of this Agreement and performance of the functions or obligations described herein.
8. Headings. Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.
9. Provisions. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
10. Notice. Any notices required by this agreement shall be delivered to the following address:

TAMU: Texas A&M University  
400 Harvey Mitchell Parkway South, Suite 300  
College Station, TX 77845-4375  
Attn: Michele Lacey, Director, Contracts & Grants  
(Phone) 979 862-4444  
(Fax) 979 862 3275  
mlacey@tamus.edu

Alvin: Mayor, City of Alvin  
216 W. Sealy Street  
Alvin, TX 77511  
(Phone) 281.388.4278  
(Fax) 281.331.7215

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

**CITY OF ALVIN**

By   
Mayor, City of Alvin

Date April 24, 2014

**TEXAS A&M UNIVERSITY**

sw By   
Michele Lacey  
Director, Contracts & Grants  
Texas A&M University

Date 5/6/14

# Stormwater wetland schematics for the proposed Kost Pond



- 1 Less defined flow sequence  
Consolidated habitats  
Minimal grading

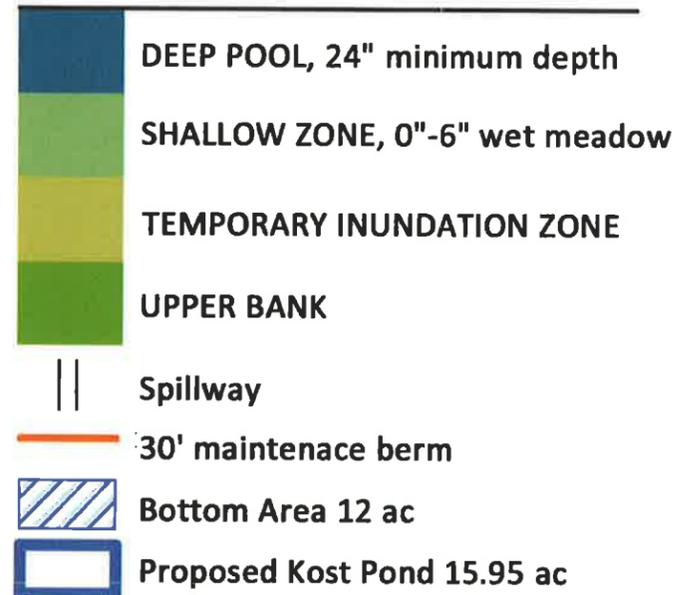


Alewife Stormwater Wetland, Cambridge MA. Photo: Catherine Woodbury



- 2 Intermediate flow sequence,  
microhabitats, and grading

## LEGEND



TEXAS COASTAL  
WATERSHED  
PROGRAM



- 3 More defined flow sequence  
Increased microhabitats  
Increased fine grading



Arlington Stormwater Wetlands Park, Arlington, WA. Source: Bill Gillam



# AGENDA COMMENTARY

**Discussion Date:** 09/04/2014

**Approval Date:** 09/04/2014

**Submitted By:** SUSSIE SUTTON

## SUBJECT:

Consider a plat requested under the Final Plat Procedure for Heritage South, 23.5136 acres consisting of Pecan Ridge Subdivision, which are Lots 1 and 2, of a 4.1319 acre tract of a 4.9996 acre tract, and of a 10.9800 acre tract City of Alvin, Brazoria County, Texas.

## DISCUSSION:

On August 1, 2014, staff received the final plat for Heritage South, this plat consists of 1 Block and 4 Reserves.

The City Planning Commission approved the plat at their meeting on August 19, 2014.

## RECOMMENDATION:

Move to approve the plat requested under the Final Plat Procedure for Heritage South.

## 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=mssegovia@cityofalvin.com, c=US  
 Date: 2014.08.18 17:01:29 -0500  
**Department Head**

**Funds Available:**  
**Junru Roland**  
Digitally signed by Junru Roland  
 DN: cn=Junru Roland,  
 email=jroland@cityofalvin.com, o=City  
 of Alvin, ou=Finance Department,  
 c=US  
 Date: 2014.08.27 09:50:37 -0500  
**Finance Director**

**Approved as to Form:**  
**Bobbi J Kacz**  
Digitally signed by Bobbi J Kacz  
 DN: cn=Bobbi J Kacz, o=City of  
 Alvin, ou=Legal Department,  
 email=bkacz@cityofalvin.com, c=US  
 Date: 2014.08.27 14:58:47 -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: 2014.08.28 10:34:40 -0500  
**City Manager**

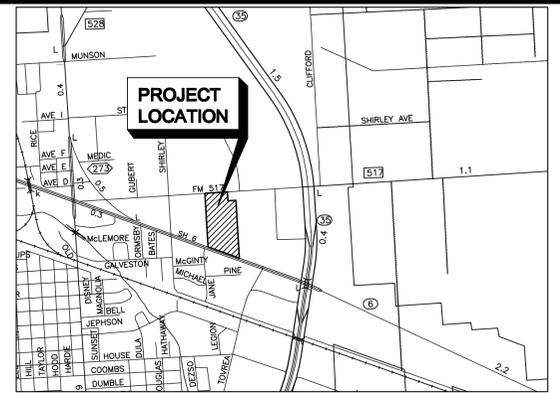
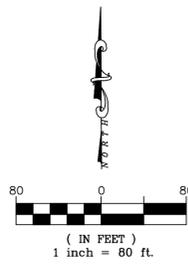
**FLOOD PLAIN NOTE**

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

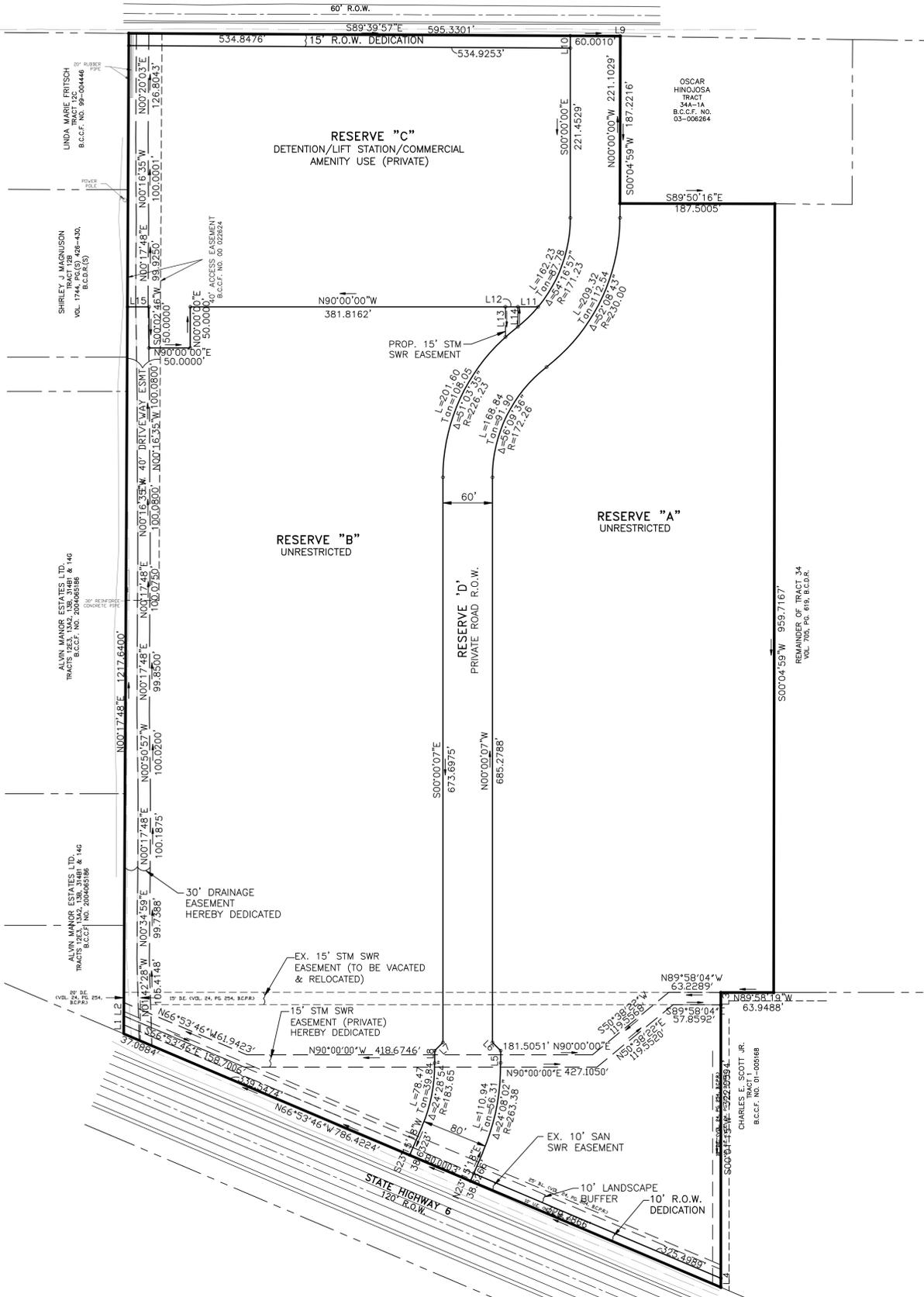
**ELEVATION NOTES:**

**BENCH MARK:**  
MONUMENT NO. 0114-REFERENCE MARK-3 1/4" BRASS DISK SET ON 1/2" IRON BELOW GRADE, NORTH SIDE OF F.M. 517 BETWEEN STATE HIGHWAY 35 BY-PASS AND CLIFFORD STREET.  
ELEVATION= 32.59 FEET NAVD OF 1988

**TBM:**  
ELEVATION 44.78, PAINT BOLT ON FIREHYDRANT ALBERT VILLE AT 7 10/16" FROM PROPERTY, BASED ON ANOTHER TBM, ELEVATION 42.11, CUT BOX ON CONCRETE HEADWALL AT 108 HIGHWAY 6



**VICINITY MAP**  
SCALE: 1"=2000'



STATE OF TEXAS  
COUNTY OF BRAZORIA

I, GODWIN C. NWEZE, PRODUCT OF GRAND PRODUCT CO. INC., OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS DESCRIBED THERETO AND IN PERSON OF THROUGH A DUTY AUTHORIZED AGENT DEDICATE TO THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION HEREIN EXPRESSED. THE OWNERS DO HEREBY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT AT GRADES AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED 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 OURSELVES, 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 \_\_\_\_\_, 2014.

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

STATE OF TEXAS  
COUNTY OF BRAZORIA:

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_\_DAY OF \_\_\_\_\_ 2014

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS:

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

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

STATE OF TEXAS  
COUNTY OF BRAZORIA:

I, \_\_\_\_\_ COUNTY CLERK OF BRAZORIA COUNTY, TEXAS, DO HEREBY CERTIFY THE WRITTEN INSTRUMENT WITH ITS AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON \_\_\_\_\_, 2014, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN VOLUME \_\_\_\_\_, PAGE \_\_\_\_\_.

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

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

**NOTES:**

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

LINE	LENGTH	BEARING
L1	21.70	N00°17'48"E
L2	16.27	N00°17'48"E
L3	15.00	S00°01'56"W
L4	21.74	S00°01'23"W
L5	15.19	N00°00'07"W
L6	14.14	N44°59'55"W
L7	14.14	S45°00'39"W
L8	15.19	S00°00'07"E
L9	0.48	S89°55'01"E
L10	15.00	S00°20'03"W
L11	24.62	N90°00'00"W
L12	15.00	N90°00'00"W
L13	36.71	S00°00'00"W
L14	24.24	N00°00'00"E
L15	26.07	N90°00'00"W

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

DATE \_\_\_\_\_

REGISTERED PROFESSIONAL LAND SURVEYOR  
IN THE STATE OF TEXAS

**METES AND BOUNDS**

The description of 23.5136 acres (1,024,253 square feet) of land, consisting of the Abbreviated Plat of Pecan Ridge Subdivision, being Lots 1 and 2, recorded in Volume 24, Page 254 of the Brazoria County Plat Records (B.C.P.R.), of a 4.1319 acre tract, recorded in Brazoria County Clerk's File Number (B.C.C.F. No.) 02-061654, of a 4.9996 acre tract, recorded in Volume 1106, Page 629 of the Brazoria County Deed Records (B.C.D.R.) and in B.C.C.F. No. 01-013826, and of a 10.9800 acre tract, recorded in Volume 1105, Page 629 of the B.C.D.R. and in B.C.C.F. No. 07-062248, all out of or part of Tract 33 and 34 of a subdivision of the E. T. & B. R.R. Company Survey, Section 15, Abstract 227, in the City of Alvin, Texas, and together being more particularly described by metes and bounds as follows:

**BEGINNING** at a capped iron rod found on the Northern line of State Highway No. 6 (120 foot wide), being 866°53'46"E - 935.70 feet from its intersection with the East line of Shirley (50 foot wide), marking the Southeast corner of Alvin Manor Estates Ltd., Tract (consisting of Tracts 12E3, 13A2, 13B, 31A81 & 14G, recorded in B.C.C.F. No. 2004065186) and the Southwest corner of the herein described tract, original called both the Southwest corner of the aforementioned Lot 1 and the Abbreviated Plat of Pecan Ridge Subdivision;

**THENCE**, North 00 degrees 17 minutes 48 seconds East, along the East line of said Alvin Manor Estates Ltd., Tract, continues along the East line of both Shirley J. Magnuson Tract, recorded in Volume 1744, Pages 426-430 of the B.C.D.R.(S) and Linda Marie Fritsch Tract, recorded in B.C.C.F. No. 99-004446, at a distance of 50.56 feet pass a 5/8 inch iron rod set on the Northwest corner of said Abbreviated Plat of Pecan Ridge Subdivision, a total of distance of 1,217.64 feet to a 5/8 inch iron rod set on the South line of Dickinson Road, marking the Northeast corner of said Fritsch Tract and both Northwest corner of a 40 foot access easement, recorded in B.C.C.F. No. 00 022624, and the herein described tract;

**THENCE**, South 89 degrees 39 minutes 57 seconds East, distance of 595.33 feet to a 5/8 inch iron rod set on said South line of Dickinson Road, marking the Northwest corner of Oscar Hinojosa Tract, recorded in B.C.C.F. No. 03-006264, and the North most East corner of the herein described tract;

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

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

**THENCE**, South 00 degrees 04 minutes 59 seconds West, across Tract 34 or the East line of said 4.1319 acre tract, distance of 959.72 feet to a 5/8 inch iron rod set on the North line of Charles E. Scott Jr., Tract, recorded in B.C.C.F. No. 01-005168, marking the East most South corner of the herein described tract;

**THENCE**, North 89 degrees 58 minutes 19 seconds West, distance of 63.95 feet to a 1/4 inch iron pipe found on said North line of Scott Jr., Tract, marking the Northwest corner of North line of said Scott Jr., Tract and the interior Northwest corner of the herein described tract;

**THENCE**, South 00 degrees 01 minutes 23 seconds West, along the West line of said North line of Scott Jr., Tract, distance of 358.81 feet to a 1/4 inch iron rod found on said Northern line of State Highway No. 6, marking the Southwest corner of said Scott Jr., Tract and the South most East corner of the herein described tract;

**THENCE**, North 66 degrees 53 minutes 46 seconds West, at a distance of 396.23 feet pass a capped iron rod found on said Northern line of State Highway No. 6, continuing for a total distance of 786.42 feet to the POINT OF BEGINNING, and thus containing 23.5136 acres (1,024,253 square feet) of land, more or less.

FINAL PLAT  
OF  
**HERITAGE SOUTH**  
23.5136 ACRES  
CONSISTING OF PECAN RIDGE SUBDIVISION, WHICH ARE LOTS 1 AND 2, OF A 4.1319 ACRE TRACT, OF A 4.9996 ACRE TRACT, AND OF A 10.9800 ACRE TRACT  
CITY OF ALVIN, BRAZORIA COUNTY, TEXAS.  
1 BLOCK 4 RESERVES  
AUGUST 14, 2014

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

**Everest Design Group, llc**  
Planning, Engineering, Construction Management  
907 S. FRIENDSWOOD DRIVE, SUITE 200  
FRIENDSWOOD, TX 77546  
PHONE: 281-993-3770 FAX: 281-648-2204

**ARROW SURVEYING**  
P.O. BOX 410  
PEARLAND, TEXAS 77688  
Phone: (281) 412-2294 Fax: (281) 412-2314



# AGENDA COMMENTARY

**Discussion Date:**

**Approval Date:** 09/04/2014

**Submitted By:** Junru Roland

## **SUBJECT:**

Consider the Windstorm Renewal Proposal from Victor O. Schinnerer & Company, Inc. in an amount not to exceed \$139,206 for the City's windstorm coverage for FY 2014-15 and authorize the Interim City Manager to sign the Proposal Acceptance Form.

## **DISCUSSION:**

The City of Alvin is designated a first-tier coastal city with structural wind speed specifications and codes defined by the Texas Windstorm Insurance Association (TWIA). The Texas Municipal League- Intergovernmental Risk Pool (TMLIRP) policy excludes windstorm, hurricane and hail coverage due to this (first-tier) designation. However, TMLIRP has an arrangement with Victor O. Schinnerer & Company Inc., to serve as the City's insurance agent in placing windstorm coverage.

The proposed renewal premium is within the FY 2014-15 proposed budget. The current windstorm policy with Victor O. Schinnerer & Company, Inc. expires on October 1, 2014. In 2012, Council authorized the City Manager to sign the proposal for subsequent years until directed otherwise by Council.

## **RECOMMENDATION:**

Move to renew windstorm coverage from Victor O. Schinnerer & Company Inc. for FY 2014-15.

## **ATTACHMENTS:**

- |                               |    |
|-------------------------------|----|
| 1. Windstorm Renewal Proposal | 4. |
| 2.                            | 5. |
| 3.                            | 6. |

**Submitted by:**

**Junru Roland**

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2014.08.26 12:48:32  
-05'00'

**Department Head**

**Funds Available:**

**Junru Roland**

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com, o=City  
of Alvin, ou=Finance Department,  
c=US  
Date: 2014.08.26 12:48:45 -05'00'

**Finance Director**

**Approved as to Form:**

**Bobbi J Kacz**

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2014.09.27 15:17:08 -05'00'

**City Attorney**

**Approved By:**

**Junru Roland**

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2014.08.28 12:51:05 -05'00'

**City Manager**

**PROPOSAL ACCEPTANCE FORM**

This form must be signed and returned to Victor O. Schinnerer & Company, Inc. **no later than September 17, 2014.**

**Please Return To:**

Victor O. Schinnerer & Company, Inc.  
3100 Wilcrest Dr, Ste 200  
Houston, TX 77042  
Phone: (800) 284-4747  
Fax: (713) 266-0001

**PREMIUM PAYMENT**

Your coverage will become effective on the date shown below provided the appropriate documents and full payment have been received by the windstorm carrier. Upon acceptance of our proposal, TMLIRP will submit a check on your behalf to the windstorm carrier in the amount of the total premium. TMLIRP coordinates all billing of the windstorm policies will invoice you separately.

**Windstorm & Hail Coverages Accepted**

Selection	Option #	Premium
<input type="checkbox"/>	1	\$139,206
<input type="checkbox"/>	2	\$176,153

*By accepting this proposal, you acknowledge and understand minimum policy premiums may apply and you have met all eligibility requirements regarding flood coverage at certain locations.*

I, the undersigned, as an authorized representative of:

**City of Alvin**

do hereby accept on behalf of the above named political subdivision the portions of the proposal as indicated above.

Signature of Authorized

Official: \_\_\_\_\_

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

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

**TMLIRP OFFICE USE ONLY**

Contribution: \_\_\_\_\_

Verified by: \_\_\_\_\_

Contract #: \_\_\_\_\_

New Member

Member Re-awarding

Member Adding Coverage

Victor O. Schinnerer & Company, Inc.  
 Windstorm & Hail Proposal  
 (applicable to TWIA Policy only)

**City of Alvin**

**October 1, 2014 to October 1, 2015**

**IMPORTANT NOTICE PER TEXAS WINDSTORM INSURANCE ASSOCIATION (TWIA):** Renewal notices are not binding or guaranteed by TWIA. Premium or policy conditions are subject to change and may affect final policy issuance. The renewal notice is meant to be a preliminary indication of forms and rates. TWIA assumes no responsibility and has no liability for failure of the Insured or their Agent to affect uninterrupted coverage.

Option	Carrier	Property Type	Total Limit	Coinsurance	Valuation Basis	Deductible (per scheduled item/ per occurrence)	Annual Premium
1	TWIA	Commercial	\$16,302,153	100%	Replacement Cost	1% or \$1,000 whichever is greater	\$139,206
2	TWIA	Commercial	\$16,302,153	80%	Replacement Cost	1% or \$1,000 whichever is greater	\$176,153

*Note: Unless otherwise noted above, additional coverages available by endorsement are NOT included (Increased Cost of Construction, Business Income, etc.)*

Comments: Current policy is written with a 1% deductible and 100% coinsurance

**Coastal Storm Fund:** *The TML Intergovernmental Risk Pool currently provides Primary windstorm coverage at certain designated locations. If you have questions about Primary windstorm coverage or projected costs at those locations, please contact your TMLIRP underwriter at (800) 537-6655.*

**TMLIRP Excess:**

*The TML Intergovernmental Risk Pool currently provides Excess coverage at certain locations where total building and contents values exceed the TWIA maximum limit of \$4,424,000. The Pools' coverage at these locations is limited to that portion of any loss which is greater than the building and/or contents limits scheduled on your TWIA policy. If you have questions about the Excess coverage limits or projected costs for this coverage, please contact your TMLIRP underwriter at (800) 537-6655.*

**HURRICANE SEASON IS FROM JUNE 1 – NOVEMBER 30**

*(refer to Designated Named Storms)*



# Windstorm Property Location Schedule

**ENTITY:**

**Alvin, City of**

**Policy Effective Date**  
**Policy Expiration Date**

**10/1/2014**  
**10/1/2015**

**Total Values**  
**16,302,163**

**P/R Earned**  
**-**

TWIA #	TML #	Occupancy	Address	Zip Code	D.O.C.	AREA	CONST.	(B) Bldg or (C) Contents	100% Value	Annual Premium
7	8	EMS Offices	709 E House Street	77511	1994	2700	M	B	496,800	4,447
8	8	EMS Offices - contents		77511			M	C	200,000	1,584
9	38	Equipment Storage	1100 W Hwy 6	77511	1993	5820	M	B	162,240	1,598
10	40	Equipment Storage	1100 W Hwy 6	77511			M	B	225,000	2,140
11	11	Fire Station	302 W House Street	77511	1966	10002	M	B	925,200	7,972
12	11	Fire Station - contents		77511			M	C	200,000	1,584
13	12	Fire Substation	310 Medic Lane	77511	1986	3200	M	B	292,000	2,712
14	12	Fire Substation - contents		77511			M	C	30,000	230
15	none	Control Building	1080 W Snyder	77511	1978	1000	M	B	39,000	380
16	none	Control Building - contents		77511			M	C	25,000	191
17	13	Library	105 S Gordon Street	77511	1996	18164	M	B	2,494,800	19,542
18	13	Library - contents		77511			M	C	182,263	1,444
19	37	Old Railroad Depot	119 E Willis	77511	1910	2500	F	B	297,000	3,394
20	23	Park Recreation Administration	800 Dyche Lane	77511	1993	5200	M	B	210,200	1,999
21	23	Park Recreation Administration - contents		77511			M	C	50,000	405
22	28	Police Station	1500 S Gordon Street	77511	1996	19778	M	B	2,424,000	25,282
23	28	Police Station - contents		77511			M	C	2,000,000	13,140
24	27	Senior Citizens Center	309 W Sealy Street	77511	1999	10931	M	B	948,400	8,172
25	27	Senior Citizens Center - contents		77511			M	C	79,000	640
28	24	Water Treatment Plant - contents	7100 S County Road 160	77511	1994	2641	M	C	285,368	2,132
29	82	Fire Station #3	2700 FM 1462	77511	2008	5420	M	B	855,300	7,370
30	82	Fire Station #3 - contents		77511			M	C	11,000	79
31	102	Briscoe Concession Bldg	3625 Natures Way	77511	2009	1300	M	B	230,000	2,188
32	17	Shop B	1100 W Hwy 6	77511	1970	3150	M	B	304,457	2,794
33	17	Shop B - contents					M	C	50,000	405

# Windstorm Property Location Schedule

**ENTITY:**

Alvin, City of

Policy Effective Date: 10/1/2014  
 Policy Expiration Date: 10/1/2015

**Total Values**  
**16,302,153**

**P/R Earned**  
**-**

TWIA #	TML #	Occupancy	Address	Zip Code	D.O.C.	AREA	CONST.	(B) Bldg or (C) Contents	100% Value	Annual Premium
34	19	Office/Warehouse A	1100 W Hwy 6	77511	1970	14855	M	B	1,205,902	10,121
35	19	Office/Warehouse A - contents					M	C	60,589	491
36	26	Service Facility C	1100 W Hwy 6	77511	1970	4058	M	B	168,634	1,661
37	26	Service Facility C - contents					M	C	50,000	405
38	104	Animal Shelter	550 W Hwy 6	77511	2014	8411	M	B	1,800,000	14,704
<b>TOTAL VALUES:</b>									<b>16,302,153</b>	<b>139,206</b>

*Note: If any item listed is located in one of the designated National Flood Insurance Program (NFIP) Zones V, VE or V1-V30 and the structure has been constructed, altered, remodeled or enlarged on or after September 1, 2009, flood coverage is required to be eligible for windstorm coverage from the Texas Windstorm Insurance Association (TWIA). This applies to both new and renewal policies. The flood insurance requirement does not extend to structures being "repaired". "Repair" is defined as any reconstruction/restoration of an existing structure that is deteriorated or damaged.*

*It is the insured's responsibility to identify and disclose to our office any of the described structures subject to this eligibility requirement prior to inception. Proof of flood coverage for those structures will be required to be eligible for coverage from TWIA. Our office can assist you in placing flood coverage if necessary.*



# AGENDA COMMENTARY

**Discussion Date:** 09/04/2014

**Approval Date:** 09/04/2014

**Submitted By:** Dan Kelinske

## **SUBJECT:**

Consider awarding a bid to De Leon & Son, Inc. for the Manicured Mowing Services through September 30, 2015, in an amount not to exceed \$101,085.00, with an option to renew upon mutual consent for a maximum of three (3) years, and authorize the Mayor to sign the Agreement.

## **DISCUSSION:**

This contract provides manicured mowing services at City locations including: Parks, City Entrances, City Facility Grounds, Lift Stations, Water Wells and Water Towers. Two (2) bids were received with De Leon & Son providing the lowest priced acceptable bid. This contract shall end on 09-30-2015 with an option to renew upon mutual consent for a maximum of three (3) yearly renewals. Bid #B-14-15

Annual Contract amount is \$101,085.00 funded from the following accounts:

Section A: Lift Stations, Water Wells and Water Towers - 211-6002-00-3270,  
211-6001-00-3270

Section B: Facility Grounds - 111-7001-00-3270, 111-7002-00-3270, 213-3503-00-3270,  
312-5501-00-3270, 111-3501-00-3270

Section C: City Entrances - 312-5501-00-3270

Section D: Parks - 111-7001-00-3270. Cemetery - 511-1007-00-3270

## **RECOMMENDATION:**

Move to award the bid to De Leon & Son for the Manicured Mowing Services contract through September 30, 2015 and authorize the mayor to sign.

## **ATTACHMENTS:**

- |  |    |
|--|----|
| 1. Bid Submittal Spreadsheet               | 4. |
| 2. Notice to Bidders                       | 5. |
| 3. Agreement for Manicured Mowing Services | 6. |

**Submitted by:**

**Daniel Kelinske**  
Digitally signed by Daniel Kelinske  
DN: cn=Daniel Kelinske, o=City of Alvin, ou=Parks and Recreation, email=dkelinske@cityofalvin.com, c=US  
Date: 2014.08.14 10:07:56 -0500

**Department Head**

**Funds Available:**

**Junru Roland**  
Digitally signed by Junru Roland  
DN: cn=Junru Roland, email=jroland@cityofalvin.com, o=City of Alvin, ou=Finance Department, c=US  
Date: 2014.08.27 09:44:54 -0500

**Finance Director**

**Approved as to Form:**

**Bobbi J Kacz**  
Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of Alvin, ou=Legal Department, email=bkacz@cityofalvin.com, c=US  
Date: 2014.08.27 15:31:30 -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: 2014.08.28 10:28:53 -0500

**City Manager**

B-14-15 Manicured Mowing Service Bid Submittals

BID SUBMITTAL # 1 / De Leon & Son

Section A - Lift Stations/Water Towers/Water Wells

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
1	Lift Station 23B	1823 Steel Rd.	\$ 10.00	26	\$ 260.00
2	Lift Station 14	205 E. Old Galveston R.	\$ 40.00	26	\$ 1,040.00
3	Lift Station 29	1920 Callaway	\$ 40.00	26	\$ 1,040.00
4	Lift Station 30	1587 S. Hwy 35	\$ 20.00	26	\$ 520.00
5	Lift Station 31	1075 FM 1462	\$ 20.00	26	\$ 520.00
6	Lift Station 33	Bypass 35	\$ 20.00	26	\$ 520.00
7	Water Well #3	1080 W. Snyder	\$ 40.00	26	\$ 1,040.00
8	Water Well #4	300 S. Durant	\$ 20.00	26	\$ 520.00
9	Water Well #6	1050 Heights Rd	\$ 40.00	26	\$ 1,040.00
10	Water Well #7	1060 Heights Rd	\$ 20.00	26	\$ 520.00
11	Water Well #8	380 W. Willis St.	\$ 20.00	26	\$ 520.00
12	Water Tower	650 Dyche Lane	\$ 40.00	26	\$ 1,040.00
13	Water Tower	707 Verhalen	\$ 40.00	26	\$ 1,040.00
14	Water Tower	N. Bypass 35	\$ 50.00	26	\$ 1,300.00

**Section A Total \$ 10,920.00**

B-14-15 Manicured Mowing Service Bid Submittals

BID SUBMITTAL # 2 / LTS Lawncare

Section A - Lift Stations/Water Towers/Water Wells

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
1	Lift Station 23B	1823 Steel Rd.	\$ 37.07	26	\$ 963.82
2	Lift Station 14	205 E. Old Galveston R.	\$ 37.07	26	\$ 963.82
3	Lift Station 29	1920 Callaway	\$ 37.07	26	\$ 963.82
4	Lift Station 30	1587 S. Hwy 35	\$ 37.07	26	\$ 963.82
5	Lift Station 31	1075 FM 1462	\$ 55.61	26	\$ 1,445.86
6	Lift Station 33	Bypass 35	\$ 37.07	26	\$ 963.82
7	Water Well #3	1080 W. Snyder	\$ 111.21	26	\$ 2,891.46
8	Water Well #4	300 S. Durant	\$ 74.14	26	\$ 1,927.64
9	Water Well #6	1050 Heights Rd	\$ 55.61	26	\$ 1,445.86
10	Water Well #7	1060 Heights Rd	\$ 55.61	26	\$ 1,445.86
11	Water Well #8	380 W. Willis St.	\$ 37.07	26	\$ 963.82
12	Water Tower	650 Dyche Lane	\$ 37.07	26	\$ 963.82
13	Water Tower	707 Verhalen	\$ 37.07	26	\$ 963.82
14	Water Tower	N. Bypass 35	\$ 74.14	26	\$ 1,927.64

**Section A Total \$ 18,794.88**

Section B - Facility Grounds

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
15	City Hall	216 W. Sealy St.	\$ 75.00	30	\$ 2,250.00
16	Vacant Lot (near chamber bldg.)	W. Willis St @ Hardie St	\$ 20.00	30	\$ 600.00
17	Library	105 S. Gordon St.	\$ 60.00	30	\$ 1,800.00
18	Senior Citizen Center	309 W. Sealy St	\$ 40.00	30	\$ 1,200.00
19	Museum	302 W. Sealy St.	\$ 40.00	30	\$ 1,200.00
20	Public Service Facility	1100 W. Hwy 6	\$ 100.00	30	\$ 3,000.00
21	Alvin Animal Adoption Center	550 W. Hwy 6	\$ 200.00	30	\$ 6,000.00
22	Alvin Police Department	1500 S. Gordon St.	\$ 200.00	30	\$ 6,000.00
23	Bob Owen Pool	919 Bayou Dr.	\$ 60.00	30	\$ 1,800.00
24	Girl Scout House Lot	1006 W. Adoue St.	\$ 60.00	30	\$ 1,800.00
25	American Legion Lot	206 S. Durant St	\$ 40.00	30	\$ 1,200.00
26	Fire Station #1 w/ overflow parking lot	302 W. House St./407 W. House St	\$ 40.00	30	\$ 1,200.00
27	Fire Station #2	110 Medic Lane	\$ 40.00	30	\$ 1,200.00
28	Fire Station #3	2700 FM 1462	\$ 90.00	30	\$ 2,700.00
29	EMS Station	709 E. House St.	\$ 40.00	30	\$ 1,200.00
30	Park-N-Ride	1755 Steel Rd.	\$ 40.00	30	\$ 1,200.00
31	Fire Training Field	7100 CR 160	\$ 70.00	30	\$ 2,100.00
32	Dyche Lane Property	800 Dyche Lane	\$ 20.00	30	\$ 600.00

Section B - Facility Grounds

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
15	City Hall	216 W. Sealy St.	\$ 111.71	30	\$ 3,351.30
16	Vacant Lot (near chamber bldg.)	W. Willis St @ Hardie St	\$ 18.54	30	\$ 556.20
17	Library	105 S. Gordon St.	\$ 37.07	30	\$ 1,112.10
18	Senior Citizen Center	309 W. Sealy St	\$ 37.07	30	\$ 1,112.10
19	Museum	302 W. Sealy St.	\$ 18.54	30	\$ 556.20
20	Public Service Facility	1100 W. Hwy 6	\$ 148.28	30	\$ 4,448.40
21	Alvin Animal Adoption Center	550 W. Hwy 6	\$ 148.28	30	\$ 4,448.40
22	Alvin Police Department	1500 S. Gordon St.	\$ 111.21	30	\$ 3,336.30
23	Bob Owen Pool	919 Bayou Dr.	\$ 74.14	30	\$ 2,224.20
24	Girl Scout House Lot	1006 W. Adoue St.	\$ 74.14	30	\$ 2,224.20
25	American Legion Lot	206 S. Durant St	\$ 74.14	30	\$ 2,224.20
26	Fire Station #1 w/ overflow parkin	302 W. House St./407 W. House St	\$ 55.61	30	\$ 1,668.30
27	Fire Station #2	110 Medic Lane	\$ 37.07	30	\$ 1,112.10
28	Fire Station #3	2700 FM 1462	\$ 74.14	30	\$ 2,224.20
29	EMS Station	709 E. House St.	\$ 37.07	30	\$ 1,112.10
30	Park-N-Ride	1755 Steel Rd.	\$ 37.07	30	\$ 1,112.10
31	Fire Training Field	7100 CR 160	\$ 111.21	30	\$ 3,336.30
32	Dyche Lane Property	800 Dyche Lane	\$ 111.21	30	\$ 3,336.30

33	Vacant Lot	N. Gordon St. @ W. Willis St.	\$ 40.00	30	\$ 1,200.00
34	ACVB grounds (train depot)	200 Depot Centre Blvd.	\$ 60.00	30	\$ 1,800.00

**Section B Total**            \$ 40,050.00

Section C - City Entrances					
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
35	North entrance sign area	Southbound Bypass 35	\$ 150.00	39	\$ 5,850.00
36	South entrance sign area	Northbound Bypass 35	\$ 150.00	39	\$ 5,850.00
37	Welcome to Alvin Sign	Hwy 6 @ Gordon St.	\$ 40.00	39	\$ 1,560.00
38	Welcome to Alvin Sign	Hwy 6 from Manvel	\$ 30.00	39	\$ 1,170.00

**Section C Total**            \$ 14,430.00

Section D - Public Parks					
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
39	Ruben Adame	801 Shaw St.	\$ 100.00	39	\$ 3,900.00
40	Newman Park	1200 Newman St.	\$ 100.00	39	\$ 3,900.00
41	Citizens Park	Gordon St. @ Depot Centre Blvd.	\$ 25.00	39	\$ 975.00
42	Sealy Park	206 S. Durant St.	\$ 50.00	39	\$ 1,950.00
43	Oak Park Cemetery	300 Oak Park Dr.	\$ 600.00	39	\$ 23,400.00
44	Prairie Dog Park	575 E. Hathaway	\$ 40.00	39	\$ 1,560.00

**Section D Total**            \$ 35,685.00

**GRAND TOTAL**            \$ 101,085.00

33	Vacant Lot	N. Gordon St. @ W. Willis St.	\$ 37.07	30	\$ 1,112.10
34	ACVB grounds (train depot)	200 Depot Centre Blvd.	\$ 74.14	30	\$ 2,224.20

**Section B Total**            \$ 42,831.30

Section C - City Entrances					
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
35	North entrance sign area	Southbound Bypass 35	\$ 111.21	39	\$ 4,337.19
36	South entrance sign area	Northbound Bypass 35	\$ 111.21	39	\$ 4,337.19
37	Welcome to Alvin Sign	Hwy 6 @ Gordon St.	\$ 37.07	39	\$ 1,445.73
38	Welcome to Alvin Sign	Hwy 6 from Manvel	\$ 37.07	39	\$ 1,445.73

**Section C Total**            \$ 11,565.84

Section D - Public Parks					
Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal this item
39	Ruben Adame	801 Shaw St.	\$ 55.61	39	\$ 2,168.79
40	Newman Park	1200 Newman St.	\$ 111.21	39	\$ 4,337.19
41	Citizens Park	Gordon St. @ Depot Centre Blvd.	\$ 74.14	39	\$ 2,891.46
42	Sealy Park	206 S. Durant St.	\$ 74.14	39	\$ 2,891.46
43	Oak Park Cemetery	300 Oak Park Dr.	\$ 370.70	39	\$ 14,457.30
44	Prairie Dog Park	575 E. Hathaway	\$ 37.07	39	\$ 1,445.73

**Section D Total**            \$ 28,191.93

**GRAND TOTAL**            \$ 101,383.95



**CITY OF ALVIN  
NOTICE TO BIDDERS  
BID# B-14-15 MANICURED MOWING SERVICES**

The City of Alvin is now accepting sealed bids for **Manicured Mowing Services**. Forms furnished by the City of Alvin may be obtained without deposit from:

City of Alvin  
Office of the City Clerk  
216 W. Sealy St.  
Mon-Thurs. 7:00 a.m. to 6:00 p.m.  
Closed Fridays

The complete bid packet may also be downloaded from the City's website at [www.alvin-tx.gov](http://www.alvin-tx.gov).

All sealed bids shall be submitted including one marked original and one (1) duplicate on the original forms and clearly marked with bid number, project title, time and date of bid submittal deadline. Bids sent via courier must be sealed in a separate envelope inside of the mailer.

**Bids will be received at the Office of the City Clerk, 216 West Sealy St. Alvin, TX 77511 until 2:00P.M. August 12, 2014.**

**No late bids will be considered.**

**The bids will be opened Wednesday, August 12, 2014 at 2:15 p.m.** in the Council Chambers at Alvin City Hall, 216 West Sealy St.

The City of Alvin reserves the right to reject any and all proposals, to waive irregularities, and to accept the bid deemed to provide the best value for the City.

All inquiries about this bid or specifications must be made to Daniel Kelinske, Director Parks and Recreation at 281-388-4290 or [dlkelinske@cityofalvin.com](mailto:dlkelinske@cityofalvin.com).

**A walk through of all sites is scheduled for August 6, 2014 at 8:00 a.m. Meet at the Public Service Facility, 1100 W.Highway 6, Alvin, Texas. All potential bidders are required to attend this pre-bid walk through.**

PUBLISHED: \_\_\_\_\_  
\_\_\_\_\_



## **TERMS AND CONDITIONS**

1. The City of Alvin will accept **sealed bids** Monday through Thursday, 7:00 a.m. – 6:00 p.m. Bids must be received by the OFFICE OF THE CITY CLERK before the specified hour and date on the Notice to Bidders. The bids will then be publicly opened and read aloud on the date and time specified on the Notice to Bidders.
2. All sealed bids should be submitted on the original forms provided. Each bid must be sealed and should be placed in a properly identified envelope with bid number, project title, time and date of bid submittal deadline.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Alvin reserves the right to revise or amend the specifications prior to date and time set for submittal of bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders. If bidder demonstrates just reason for a change, the City of Alvin must have at **least** five working days notice prior to bid opening date.
6. Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the OFFICE OF THE CITY CLERK and obtain clarification prior to submitting a bid.
7. Bid offered shall be valid for ninety (90) days from opening date.
8. The City of Alvin is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
9. Bidder **MUST** give full firm name and address. Person signing bid should show **TITLE** or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT**. Authorized signature should appear on each page of the bid, in the space provided.
11. **NO** substitutions or cancellations permitted without written approval of the City of Alvin.
12. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Alvin reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides services at the best value for the City of Alvin.
13. Purchase order number should be on an original invoice and sent to the City of Alvin, 216 West Sealy St. Alvin, TX 77511. Attn: Parks and Recreation Department.
14. The City of Alvin shall pay for the service within thirty (30) days of receipt of the invoice or as provided by State Law.
15. The City of Alvin reserves the right to terminate this contract for any reason by notifying the Contractor in writing thirty (30) days prior to the termination of this agreement.

## **MANICURED MOWING SERVICES**

### **BID NUMBER: B-14-15**

**SCOPE:** The City of Alvin seeks competitive bids on Manicured Mowing Services for the City of Alvin. Contractor shall mow, edge, and trim the sites listed in the bid proposal. The purpose of these specifications is to describe the minimum requirements of the City of Alvin for the annual manicured mowing contract.

**GENERAL CONDITIONS:** Sections must be filled out completely. The bid shall be awarded to the lowest responsible bidder or to the bidder who provides services at the best value for the City of Alvin.

**QUALIFICATIONS OF BIDDERS:** The Bidder must be capable of performing each of the various items of work bid upon. Each Bidder shall submit with the proposal a statement listing equipment available for the work being bid upon. In determining the best value to the City, the following elements will be considered. Whether the Bidder:

1. Maintains a permanent place of business;
2. Has adequate equipment in good working condition to work properly and expeditiously;
3. Has suitable financial status to meet obligations incidental to work, and upon request, shall be prepared to furnish financial statement; and
4. Has appropriate technical experience.

**REFERENCES:** Bidder shall provide a list of a minimum of three (3) customers to whom Bidder has performed bid services for the last three (3) years. "Attachment A – References" is attached for Bidder's convenience and shall be returned with the Invitation to bid.

**STANDARD OF PERFORMANCE:** The contractor shall perform all services under this Agreement in accordance with the standards and codes of the approved regulations by the governing agency.

**CHANGES:** Proposed facilities and frequency schedules of service are and may be subject to additions and/or deletions. The City of Alvin reserves the right to increase or decrease facilities and frequency schedules of service during the entire term of this contract.

**NON-FUNDING CLAUSE:** **The City of Alvin's budget is funded on an October 1<sup>st</sup> to September 30<sup>th</sup> fiscal year basis. Accordingly, the City of Alvin reserves the right to terminate this contract by giving Bidder thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.**

**CONTRACT PERIOD:** This is an annual contract for the period of one (1) year, from **October 1, 2014, through September 30, 2015.** This contract may be renewed under the same terms and conditions for up to (3) successive one-year periods for a total of four (4) years, upon the agreement of the parties. Each such renewal must be evidenced in writing and approved by the appropriate authorities of each party. Such renewal shall be for the same compensation set forth in the Invitation to Bid.

Additionally, the Bidder understands and agrees that upon the City's written request, this contract may be extended for a period of time, not to exceed two (2) months after the expiration of the initial term or any renewal thereof, for the same compensation as the Bidder was receiving for the services during the expired term immediately preceding the extension. Nothing contained herein, however, shall obligate the City during the extension period to renew and/or relet a contract with the Bidder for such services. The City of Alvin may terminate extension at any time for any reason without prior notice.

**INSURANCE REQUIREMENTS: BIDDER SHALL INCLUDE A CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE.** THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

- (a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;
- (b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.
- (c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$1,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence;
- (d) Excess Liability Insurance, Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

**INDEMNITY AGREEMENT:**

**THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE**

**CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

**COMPLIANCE WITH LAWS:** Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Brazoria County, Texas, where venue for any proceeding arising hereunder will lie.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

**ASSIGNMENT:** The successful bidder may not assign, sell or otherwise transfer this contract without prior written consent of the City Council of the City of Alvin.

**CONTRACT TERMINATION:** The City of Alvin reserves the right to terminate this contract for any reason by notifying the contractor in writing thirty (30) days prior to the termination of this agreement.

**RIGHT OF ASSURANCE:** Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

**CONFLICT OF INTEREST:** Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter in to a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government entity and who has an employment of other business relationship with a local government officer or family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with the City within seven (7) business days after the later of:

1. The date the person begins discussions or negotiations to enter in to a contract, including submission of a bid or proposal, or
2. The date the person becomes aware of facts that require the statement to be filed. Additional information and the form to be used to file this notice can be found at:

[www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm)

**SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**INVOICE:** Bidder shall include Purchase Order number on corresponding invoice. Invoice shall be sent to:

CITY OF ALVIN  
**ATTN: PARKS AND RECREATION DEPARTMENT**  
216 WEST SEALY STREET  
ALVIN, TX 77511

**PAYMENT:** The City of Alvin shall pay for services within thirty (30) days of receipt of invoice or as provided by State Law.

**CITY REPRESENTATIVE:** The City's representative for each section is as follows:

- Lift Stations, Water Wells, Water Tower - Brandon Moody, Utilities Superintendent
- Entrances, Parks and Facility Grounds - Daniel Kelinske, Parks and Recreation Director

**SPECIFICATIONS**  
**OF**  
**MANICURED MOWING SERVICES**  
**BID B-14-15**

**REQUIREMENTS:**

1. Growth will be cut to a uniformed height range of two (2) to two and a half (2 ½) inches.
2. Contractor will be responsible for damaged landscape/irrigation systems due to overweight equipment.
3. Significant excess grass or trimmings will be mulched or re-cut to improve site appearance. Such excess grass or trimmings will not be sent to a landfill.
4. Contractor shall provide, in advance, to the City Representative a mowing schedule of all upcoming properties scheduled to be mowed.
5. With each invoice for payment, Contractor shall provide the City with a list of dates of when each facility was cut.
6. Mowing will include all mowing, trimming, cutting outside of fenced areas, and ditch areas outside of fences adjacent to facilities.
7. When mowing all properties in Section D, all efforts shall be made to avoid mowing in the evenings, weekends, periods of heavy or scheduled usage and shall be mowed as close as possible PRIOR to all holidays or as directed by City Representative
8. All concrete/hard surface areas shall be left free from debris and any growth penetrating through cracks, expansion joints, etc. shall also be cut at time of the scheduled mowing. Routine herbicide application is permissible and recommended to mitigate this type of growth, used sparingly and routinely. Applicator shall have proper license if applicable.

**FREQUENCY SCHEDULE:**

**October 1 through March 31:** SECTION A, growth will be cut when height reaches four (4) inches or every fourteen (14) days, whichever comes later, or as directed by the City Representative. SECTIONS B, C and D, growth will be cut when height reaches four (4) inches or every fourteen (14) days, whichever comes first, or as directed by the City Representative.

**April 1 through September 30:** SECTION A, growth will be cut when height reaches four (4) inches or every fourteen (14) days, whichever comes first, or as directed by the City Representative. SECTION B, growth will be cut when height reaches four (4) inches or every ten (10) days, whichever comes first, or as directed by the City Representative. SECTION C and D, growth will be cut when height reaches four (4) inches or every seven (7) days, whichever comes first, or as directed by the City Representative.

Less or more frequent mowing may be required for periods of extreme heat, wet conditions, or unexpected growth cycles.

Pruning and/or trimming of shrubs and trees, weeding and turning flowerbed soil/mulch will be conducted periodically as directed by the City's Representative.

**FACILITIES:** The areas to be mowed are categorized; names, addresses and exhibits (if any), are

listed.

**SECTION A**  
**Lift Stations/Water Towers/Water Wells**

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal, this item
1	LS 23 B	1823 Steel Rd.	\$	26	\$
2	LS 14	205 E. Old Galveston Rd.	\$	26	\$
3	LS 29	1920 Callaway	\$	26	\$
4	LS 30	1587 S. Hwy 35	\$	26	\$
5	LS 31	1075 FM 1462	\$	26	\$
6	LS 33	Bypass 35	\$	26	\$
7	Water Well #3	1080 W. Snyder	\$	26	\$
8	Water Well #4	300 S. Durant	\$	26	\$
9	Water Well #6	1050 Heights Rd	\$	26	\$
10	Water Well #7	1060 Heights Rd	\$	26	\$
11	Water Well #8	380 W. Willis St.	\$	26	\$
12	Water Tower	650 Dyche Lane	\$	26	\$
13	Water Tower	707 Verhalen	\$	26	\$
14	Water Tower	N. Bypass 35	\$	26	\$

**Section A TOTAL:**        \$ \_\_\_\_\_

**SECTION B  
Facility Grounds**

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal, this item
15	City Hall	216 W. Sealy St.	\$	30	\$
16	Vacant Lot (near Chamber)	W. Willis St. @ Hardie St.	\$	30	\$
17	Library	105 S. Gordon St	\$	30	\$
18	Senior Citizens Center	309 W. Sealy St.	\$	30	\$
19	Museum	302 W. Sealy St.	\$	30	\$
20	Public Services Facility	1100 W. Hwy 6	\$	30	\$
21	Alvin Animal Adoption Center	550 W. Hwy 6	\$	30	\$
22	Alvin Police Dept.	1500 S. Gordon St	\$	30	\$
23	Bob S. Owen Pool	919 Bayou Dr.	\$	30	\$
24	Girl Scout House Lot	1006 W. Adoue St.	\$	30	\$
25	American Legion Lot	206 S. Durant St.	\$	30	\$
26	Fire Station #1 with over flow parking lot	302 W. House St / 407 W. House St.	\$	30	\$
27	Fire Station #2	110 Medic Lane	\$	30	\$
28	Fire Station #3	2700 FM 1462	\$	30	\$
29	EMS Station	709 E. House St.	\$	30	\$
30	Park-N-Ride	1755 Steele Rd	\$	30	\$
31	Fire Training Field	7100 CR 160	\$	30	\$
32	Dyche Lane property	800 Dyche Lane	\$	30	\$
33	Vacant Lot	N. Gordon St. @ W. Willis St.	\$	30	\$
34	ACVB grounds (train depot)	200 Depot Centre Blvd.	\$	30	\$

**Section B TOTAL: \$ \_\_\_\_\_**

**SECTION C  
City Entrances**

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal, this item
35	North entrance sign area	Southbound Bypass 35	\$	39	\$
36	South entrance sign area	Northbound Bypass 35	\$	39	\$
37	Welcome to Alvin sign	Hwy 6 at Gordon St.	\$	39	\$
38	Welcome to Alvin sign	Hwy 6 from Manvel	\$	39	\$

**Section C TOTAL: \$ \_\_\_\_\_**

**SECTION D  
Public Parks**

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal, this item
39	Ruben Adame	801 Shaw St.	\$	39	\$
40	Newman Park	1200 Newman St.	\$	39	\$
41	Citizens Park	Gordon St.@ Depot Centre Blvd	\$	39	\$
42	Sealy Park	206 S. Durant St.	\$	39	\$
43	Oak Park Cemetery	300 Oak Park Dr.	\$	39	\$
44	Prairie Dog Park	575 E. Hathaway	\$	39	\$

**Section D TOTAL:        \$ \_\_\_\_\_**

## BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors (now codified at Sections 2252.001 through 2252.004, Texas Government Code). The pertinent portion of the Act has been extracted and is as follows:

...

- (3) "Non-resident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

...

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

.

I certify that \_\_\_\_\_ is a **resident** bidder of Texas  
(Company Name)

as defined in Section 2252.001(4), Texas Government Code.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

I certify that \_\_\_\_\_ is a **non-resident** bidder as  
(Company Name)

bidder is defined in Section 2252.001(3), Texas Government Code.

and our principal place of business is \_\_\_\_\_  
(City and State)

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

**CITY OF ALVIN  
PARKS AND RECREATION DEPARTMENT**

**NO BID NOTIFICATION**

BID TITLE: \_\_\_\_\_

BID NUMBER: \_\_\_\_\_

SUPPLIER NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

AGENT'S NAME: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

The CITY OF Alvin is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and a supplier of materials and equipment. Therefore, it is important for us to determine why you are not bidding on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and procedures.

I did not bid for the following reasons: (PLEASE CHECK ONE OF THE LISTED REASONS)

\_\_\_\_\_ Do not supply the requested product.

\_\_\_\_\_ Quantities offered are too small or too large to be supplied by your company.  
(Please circle one of the underlined.)

\_\_\_\_\_ Specifications are "too tight" or written around a particular product.  
(Please elaborate on this item.)

\_\_\_\_\_ Cannot bid against manufacturer or jobber on this item.  
(Please circle one of the underlined.)

\_\_\_\_\_ Time frame for bidding was too short for my organization.

\_\_\_\_\_ Not awarded a previous contract by the City when you felt you were low bidder.

\_\_\_\_\_ Other \_\_\_\_\_

**Failure to submit a bid or no-bid notification may result in removal from future bidders' lists.**

If you wish to remain on the City's bid list for this item, please indicate:

\_\_\_\_\_ I wish to remain. \_\_\_\_\_ I do not wish to remain.

ATTACHMENT A  
REFERENCES

*Each Bidder is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained or provided this or similar product or service.*

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: (        ) \_\_\_\_\_

Email: \_\_\_\_\_

Product Purchased by Reference: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: (        ) \_\_\_\_\_

Email: \_\_\_\_\_

Product Purchased by Reference: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: (        ) \_\_\_\_\_

Email: \_\_\_\_\_

Product Purchased by Reference: \_\_\_\_\_

**AGREEMENT FOR MANICURED MOWING SERVICES**

**THE STATE OF TEXAS**           §  
**COUNTY OF BRAZORIA**       §                   **KNOW ALL MEN BY THESE PRESENTS:**

THIS AGREEMENT FOR MANICURED MOWING SERVICES (the “Agreement”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the CITY OF ALVIN, TEXAS, (the “City”) a municipal corporation of the State of Texas, situated in Brazoria County, Texas and \_\_\_\_\_, (the “Contractor”).

**WITNESSETH:**

**WHEREAS**, on or about July 28, 2014, and August 4, 2014, the City advertised for bids for manicured mowing services;

**WHEREAS**, the Contractor submitted the lowest bid or the bid that will provide the best value for the City;

**WHEREAS**, on or about \_\_\_\_\_, 2014, the City Council awarded a Manicured Mowing Services bid to the Contractor; and

**WHEREAS**, this Agreement defines the rights and obligations of the parties;

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

**I.**  
**DEFINITIONS**

“City” is defined in the preamble hereof and includes its successors and assigns.

“Contractor” is defined in the preamble hereof and includes its successors and assigns.

**II.**  
**SCOPE OF SERVICES**

The Contractor shall perform services necessary to provide a well-maintained and groomed area in those locations identified in the bid entitled City of Alvin, Texas Manicured Mowing Services attached hereto as Exhibit "A" and incorporated herein by reference (the "Bid"). Such services shall include, but not be limited to, the services specified in the Bid and shall be performed according to the schedule set forth in Exhibit "A". Notwithstanding the foregoing, the City reserves the right to delete locations from the scope of services at any time during this Agreement and reduce the payment to the Contractor in the amount of the per trip price for such location(s) multiplied by the number of trips remaining in the fiscal year. During the term of this Agreement, the City may issue a change order and add or delete to the mowing locations.

Contractor shall use professionally accepted mowers as determined by location. All curb lines, edges etc. shall be edged with every mowing. Weed-eating shall be done around all buildings, trees, shrubs, posts, tire stops, etc. with every mowing. Contractor shall take all necessary precautions to minimize and avoid damage to trees, glass windows, doors, vehicles, etc. The contractor shall be held accountable for any damages.

### **III.** **COMPENSATION**

#### **3.01 – Payment Terms.**

Subject to the terms of this Agreement and in consideration for the services to be performed hereunder, the City agrees to pay and the Contractor agrees to accept during the term hereof the amount of \$\_\_\_\_\_ for manicured mowing services required hereunder for the fiscal year 2014-2015.

In each fiscal year hereafter in which this Agreement is funded by the City Council, the annual amount of \$\_\_\_\_\_ may be renewed by mutual agreement between contractor and the City at the same rate. The City shall pay the per trip charges shown in Exhibit "A", attached hereto and incorporated herein by reference, if the City requests more than stated number of mowing and trimming cycles at the locations listed in Exhibit "A".

To receive payment the Contractor shall submit monthly invoices to the City on or before the tenth (10<sup>th</sup>) day of each month for the services rendered in the preceding month specifying services rendered, dates of service and the amount(s) owed pursuant to this Agreement.

Payments shall be made in equal monthly installments or for exact moneys on or about thirty (30) days after receipt and approval of the invoice(s).

### **3.02 – Allocated Funds.**

- (a) The City’s duties to pay money to the Contractor for any purposes under this Agreement are limited in their entirety by the provisions of this Section 3.02.
- (b) The Contractor recognizes and understands that the City has appropriated and allocated the sum of \$ \_\_\_\_\_, to be used to discharge its duties to pay money under this Agreement (the “Original Allocation”) during the remaining months of fiscal year 2014-2015. The parties recognize that the executive and legislative officers of the City, in the exercise of their sound discretion, may allocate supplemental sums of money for the purpose of this Agreement for succeeding fiscal years. Because the City’s officers are not obligated to make any such supplemental allocations, the parties have agreed to certain procedures and remedies to be followed with respect thereto.
- (c) A supplemental allocation will only be deemed to be made when the City sends a written notice to the Contractor indicating that supplemental sums have been allocated for the purpose of this Agreement.
- (d) The aggregate of the Original Allocation and all supplemental allocations effected by notice to the Contractor, if any, shall be the Allocated Funds. The City shall never be obligated to pay any money by, through or under this Agreement in an aggregate amount which exceeds the Allocated Funds.
- (e) Suspension of performance and receipt of payment of sums owed by the City for services rendered shall be the Contractor’s exclusive remedies in the event that the City fails or refuses to make supplemental allocations. No such failure or refusal shall constitute a default or breach of this Agreement by the City, and the Contractor waives any claim (other than its claim for payment of sums owed for services rendered) it may have now or in the future for financial losses or other damages which may be occasioned by any such failure or refusal.

## **IV.**

### **TERM AND RENEWAL OPTION**

#### **4.01 – Term.**

The term of this Agreement shall commence on **October 1, 2014** and shall end on **September 30, 2015**. However, upon mutual consent of the parties, this agreement may be extended for one (1) year extensions for a total of four (4) year. Each extension must be evidenced in writing and approved by the appropriate authorities of each party. Such renewal

shall be for the same compensation provided in Section 3.02 of this Agreement, unless terminated earlier in accordance with the terms of this Agreement.

## V. TERMINATION

### 5.01 – With Cause.

The City may terminate this Agreement upon default of the Contractor. A default shall be deemed to have occurred if the Contractor fails to perform or observe any of the terms or conditions of this Agreement required to be performed or observed by it. Should such a default occur, the City shall have the right to terminate the Contractor's duties under this Agreement as of the (10<sup>th</sup>) day following the receipt of a written notice to the Contractor from the City describing such default and intended termination, provided that:

- (i) such termination shall be ineffective if within the ten (10) day period the Contractor cures the default; and
- (ii) such termination may be stayed, at the sole option of the City pending cure of the default if action to cure begins during the ten (10) day period and is successfully complete within a reasonable time thereafter.

### 5.02 – Without Cause.

This Agreement may be terminated by the City without cause upon thirty (30) days advance written notice to the Contractor.

## VI. INSURANCE

### 6.01 - Insurance

#### A. Coverage and Amounts.

The Contractor shall provide and maintain insurance in full force and effect at all times during the term of this Agreement. Such insurance is described as follows:

- (1) **Risk and Limits of Liability.** The insurance at a minimum must include the following coverages and limits of liability;

**COVERAGE**

**LIMITS OF LIABILITY**

Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence
Commercial General Liability Including Blanket Contractual Liability	Bodily Injury and Property Damage Limits of \$1,000,000 each Occurrence and \$2,000,000 Aggregate
Automobile Liability	Bodily Injury and Property Damage Combined Single Limit \$1,000,000 Each Occurrence

- (2) **Form of Policies.** The insurance may be in one or more policies of insurance, the form of which must be approved by the Parks and Recreation Director.
- (3) **Issuers of Policies.** The issuer of any policy must have the certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible and reputable and must have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the Parks and Recreation Director as to conformance with these requirements.
- (4) **Insured parties.** Each policy must name the Contractor and the city (and the officers, agents and employees of the City) as insured parties.
- (5) **Deductibles.** A policy may contain deductible amounts. Notwithstanding the deductible amounts, the Contractor shall assume and bear any claims or losses to the extent of such deductible amounts and waives any claim it may ever have for the same against the City, its officers, agents, or employees.
- (6) **Cancellation.** Each policy must expressly state that it may not be canceled unless thirty (30) days advance notice of cancellation is given in writing to the Parks and Recreation Director.
- (7) **Subrogation.** Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents is employees.

(8) **Liability for Premium.** If any of the policies referred to above does not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate certificate or waiver sufficient to establish that the issuer is entitled to look only to the Contractor for any further premium payment and has right to recover any premiums from the City.

**B. Delivery of Policies.** The original of all polices referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them; together with written proof that the premiums have been paid, shall be deposited by the Contractor with the Parks and Recreation Director prior to the beginning of the term of this Agreement.

Failure on the part of the Contractor to furnish a new policy or certified copy thereof before the expiration date of any such policy, or failure to obtain a new policy before the date fixed for the cancellation of an existing date of any existing policy, so that the insurance referred to shall be continuously in effect, shall constitute a default on the part of the Contractor entailing the City, at its option, to terminate its duties and the Contractor rights under this Agreement upon at least three (3) days notice in writing to the Contractor.

## **VII.** **MISCELLANEOUS**

### **7.01 - Independent Contractor.**

The relationship of the Contractor to the City shall be that of an independent contractor. Nothing herein contained shall be constructed as constituting the Contractor an employee, agent, servant, or department of the City. The City shall not be liable for the acts or omissions of the Contractor, its officers, members, agents or employees. All persons employed by the contractor must be legally approved to work in the United States.

### **7.02 - Subcontractors.**

The contractor shall not subcontract any part of its performance under this Agreement without approval of the Parks and Recreation Director which approval shall not be unreasonable withheld. If such approval is given, any subcontractor and all employees of the subcontractor shall be treated by the City, in connection with this Agreement only, as if they were employees of the Contractor. . All persons employed by the contractor must be legally approved to work in the United States.

### **7.03 - Administration of Agreement.**

Except as otherwise provided herein, this Agreement shall be administered by the Parks and Recreation Director or his designee and all correspondence and questions from the Contractor shall be directed to the Parks and Recreation Director or his designee, as applicable.

### **7.04 - Parties in Interest.**

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the City and the Contractor only.

### **7.05 - Non-waiver.**

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights of remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the rights to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure or performance.

### **7.06 - Applicable Laws.**

This Agreement is subject to and shall be constructed in accordance with the laws of the State of Texas, the City Charter and Ordinances of the City of Alvin, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body or officer having Jurisdiction over the Contractors services required by this Agreement. This Agreement is performable in Brazoria County, Texas.

### **7.07 - Licenses and Permits.**

The Contractor shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule, or regulation of any regulatory body having jurisdiction over the performance of the Contractor's services required hereunder.

### **7.08 - Notices.**

All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third (3<sup>rd</sup>) day following deposit in the United States Postal Services post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address set forth below or at such other addresses as the receiving party may have therefore prescribed by the notice to the sending party:

Parks and Recreation Director  
City of Alvin  
216 W. Sealy Street  
Alvin, Texas 77511  
Phone No: 281-388-4290

(Contractor Info)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone No: \_\_\_\_\_

**7.09 - Captions.**

The captions at the beginning of the articles, sections, and subsections of this Agreement are guides and labels to assist in locating and reading such articles, sections, and subsections and, therefore, will be given no effect in construing this Agreement and shall not be restricted of or be used to interpret the subject matter of any article, section subsection or part of this Agreement.

**7.10 - Acceptance and Approvals.**

Any acceptance or approval by the City, or its agents or employees shall not constitute nor be deemed to be a release of the responsibility and liability of the contractor, its employees, agents, subcontractors or suppliers for the accuracy, competency and completeness of any documents prepared or services performed pursuant to the terms and conditions of this Agreement, not shall acceptance or approval be deemed to be an assumption of such responsibility or liability by the City, or its agents and employees for any defect, error or omissions in any documents prepared or services performed by the Contractor, its employees, agents, subcontractors or suppliers pursuant to this Agreement.

**7.11 - Inspections and Audits.**

At mutually agreeable times, the City shall have the right to examine, review, copy and audit all books, records and billing documents which are directly related to performance to payment under this Agreement provided, however that records and documents that reflect Contractors profit shall not be available for inspection. The Contractor shall maintain such books, records, and billing documents for one (1) year after cessation of its other duties under this Agreement.

**7.12 - Remedies.**

The rights and remedies contained in this Agreement shall not be exclusive, but shall be cumulative of all rights and remedies now or hereafter existing, whether statutory, at law, or in equity; provided however, that none of the parties shall terminate this Agreement exempt in accordance with the provisions hereof.

**7.13 - Ambiguities.**

In the event of any ambiguity in any of the terms of this Agreement, it shall not be constructed for or against any party hereto on the basis that such party did or did not author the same.

**7.14 - Survival.**

The provisions set forth in Section 7.11 herein shall survive the termination, cancellation, or expiration of this Agreement.

**7.15 - Entire Agreement.**

This Agreement contains all the agreement of the parties relating to the subject matter hereto and is the full and final expression of the agreement between parties.

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement in multiple copies, each of which shall be an original, as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**CONTRACTOR:**  
\_\_\_\_\_

**CITY:**  
**CITY OF ALVIN, TEXAS**

**BY:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
**Paul Horn,**  
**Mayor**

**ATTEST/SEAL**

**ATTEST/SEAL**

**BY:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
**Dixie Roberts**  
**City Clerk**

**APPROVED AS TO FORM:**

**BY:** \_\_\_\_\_  
**Bobbi Kacz**  
**City Attorney**



# AGENDA COMMENTARY

**Discussion Date:**

**Approval Date:** 09/04/2014

**Submitted By:** Junru Roland

## **SUBJECT:**

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Consider Resolution No. 14-R-31 authorizing designated signators for its Texas Community Development Block Grant Program - Disaster Recovery Program Fund Contract 12-174-000-4969 Round 2.1.

## **DISCUSSION:**

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The resolution designates Paul Horn, Mayor; and Dixie Roberts, City Clerk, as authorized City Officials to sign on all City checks, drafts, and contractual documents related to the Texas General Land Office - Disaster Recovery Grant Contract 12-174-000-4969 Round 2.1.

## **RECOMMENDATION:**

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Move to approve Resolution 14-R-31.

## **ATTACHMENTS:**

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- |                        |    |
|------------------------|----|
| 1. Resolution 14-R-31. | 4. |
| 2.                     | 5. |
| 3.                     | 6. |

**Submitted by:**

**Junru  
Roland**

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2014.08.27 16:46:46  
-05'00'

**Department Head**

**Funds Available:**

**Junru  
Roland**

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com, o=City  
of Alvin, ou=Finance Department,  
c=US  
Date: 2014.08.27 16:46:56 -05'00'

**Finance Director**

**Approved as to Form:**

**Bobbi J  
Kacz**

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2014.08.28 12:17:24 -05'00'

**City Attorney**

**Approved By:**

**Junru  
Roland**

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2014.08.28 12:49:57 -05'00'

**City Manager**

**RESOLUTION NO. 14-R-31**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS AUTHORIZING DESIGNATED SIGNATORS FOR ITS TEXAS (CDBG) COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM - DISASTER RECOVERY PROGRAM FUND CONTRACT 12-174-000-4969 ROUND 2.1**

**WHEREAS**, the City has received funding under the Texas Community Development Block Grants-Disaster Recovery Program; and

**WHEREAS**, it is necessary to designate signators for contractual documents pertaining to these contracts, and **NOW, THEREFORE**,

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

**Section 1.** That the City Council designates the Mayor and City Manager as authorized signators for State of Texas Purchase Vouchers for the Texas Community Development Block Grants Program Contract 12-174-000-4969; and,

**Section 2.** That the City Council designates the Mayor and City Manager as authorized signators for Requests for Advance or Reimbursement for the Texas Community Development Block Grants Program Contract 12-174-000-4969; and,

**Section 3.** That the City Council directs and designates the Mayor as the City's Chief Executive Officer and Authorized Representative to act in all matters in connection with the Texas Community Development Block Grants Program Contract 12-174-000-4969.

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

**PASSED AND APPROVED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

**CITY OF ALVIN, TEXAS**

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

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



# Texas General Land Office - Disaster Recovery

## Depository/Authorized Signatories Designation Form (Revised: 7/11/12)

Grantee/Contractor: Alvin GLO-DR Contract No: 12-174-000-4969

DRS Grant No: DRS210243

The financial lending institution listed here will serve as the depository for the Texas General Land Office-Disaster Recovery Program Community Development Block Grant (CDBG) funds:

Wells Fargo  
(Name of Lending Institution)

2900 S. Gordon St.  
(Address)

Alvin, Texas 77511  
(City, State, Zip Code)

Fund Account Number: 2,807,424,268

The individuals below are designated by resolution as authorized signatories for contractual documents – (At least two signatories required.)

<u>Paul Horn</u> (Name) <u>Mayor</u> (Title)  <u>(Signature)</u>	<u>Junru Roland</u> (Name) <u>Interim City Manager</u> (Title)  <u>(Signature)</u>
<u>Dixie Roberts</u> (Name) <u>City Clerk</u> (Title)  <u>(Signature)</u>	          <u>(Name)</u>          <u>(Title)</u>          <u>(Signature)</u>

**NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form.**



# AGENDA COMMENTARY

Discussion Date: 09/04/2014

Approval Date: 09/04/2014

Submitted By: Dixie Roberts

## SUBJECT:

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Consider moving the regular City Council meeting scheduled for Thursday, October 16, 2014 to Thursday, October 23, 2014.

## DISCUSSION:

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Mayor Horn asked that this item be placed on the agenda for consideration. Several members of the City Council will be involved with the Brazoria County Fair the week of October 11th-18th.

## RECOMMENDATION:

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Motion to approve moving the regular City Council meeting scheduled for Thursday, October 16, 2014 to Thursday, October 23, 2014.

## ATTACHMENTS:

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

Submitted by:

Dixie  
Roberts

Digitally signed by Dixie Roberts  
DN: cn=Dixie Roberts, o=City of  
Alvin, ou=City Clerk,  
email=droberts@cityofalvin.com,  
c=US  
Date: 2014.08.27 09:03:55  
-05'00'

Department Head

Funds Available:

Junru  
Roland

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com, o=City  
of Alvin, ou=Finance Department,  
c=US  
Date: 2014.08.27 09:54:09 -05'00'

Finance Director

Approved as to Form:

Bobbi J  
Kacz

Digitally signed by Bobbi J Kacz  
DN: cn=Bobbi J Kacz, o=City of  
Alvin, ou=Legal Department,  
email=bkacz@cityofalvin.com, c=US  
Date: 2014.08.27 15:44:39 -05'00'

City Attorney

Approved By:

Junru  
Roland

Digitally signed by Junru Roland  
DN: cn=Junru Roland,  
email=jroland@cityofalvin.com,  
o=City of Alvin, ou=Finance  
Department, c=US  
Date: 2014.08.28 10:35:09 -05'00'

City Manager