NOTICE OF PUBLIC MEETING

BE IT KNOWN that the **City Council** of the **City of Alvin** will meet in **Special Session** on **Thursday, November 20, 2014 at 6:00 P.M.** in the **Council Chambers** located on the 2nd floor of Alvin City Hall, 216 West Sealy Street, Alvin, Texas, with the following agenda:

1. CALL SPECIAL SESSION TO ORDER:

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. PURPOSE OF THE SPECIAL SESSION:

A. Discuss available options for the construction of the dry detention pond at Kost Road and South Street.

5. ADJOURNMENT

I hereby certify that this Public Notice was placed on the Official Bulletin Board at City Hall on THURSDAY, NOVEMBER 13, 2014 at 5:00 p.m.

(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 droberts@cityhall.cityofalvin.com. Requests for special services must be received 48 hours prior to the meeting time. Reasonable accommodations will be made to assist your needs. City Hall is wheel chair accessible and a sloped curb entry is available at the East and West Entrances to the City Hall.

NOTICE OF PUBLIC MEETING

BE IT KNOWN that the **City Council** of the **City of Alvin** will meet in **Regular Session** on **Thursday, November 20, 2014 at 7:00 P.M.** in the **Council Chambers** located on the 2nd floor of Alvin City Hall, 216 West Sealy Street, Alvin, Texas, with the following agenda:

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. SPECIAL PRESENTATIONS

5. APPROVAL OF MINUTES

A. Approve minutes of the November 6, 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 Council member requests separate action on an item, in which event the item will be removed from the Consent Agenda and considered by separate action. Approval of the Consent Agenda enacts the items of legislation and authorizes implementation of other items.

A. Consider Ordinance 14-HH, an ordinance granting a permit to Genesis Pipeline Texas, L.P. to construct certain pipeline facilities in certain property or rights-of-way of the city; regulating such construction, the date of completion, and the locations of street crossings; providing for a notice to proceed, fees, deposits, insurance, and a guaranty of performance; providing for non-waiver by the city; regulating conflicting terms of laws; providing a penalty in an amount not to exceed $1,000.00 per day for each day of violation of any provision hereof; providing for severability; and other matters related thereto; 2nd reading.

B. Consider Ordinance 14-II amending Chapter 28, Comprehensive Fee Ordinance, increasing fees charged for animal relinquishments at the Alvin Animal Adoption Center; 2nd reading.

C. Consider approval of Associate Judge Bill Pannell to attend state required educational training in San Antonio from January 5 - 7, 2015.

D. Consider approval of Presiding Judge Donna Starkey to attend state required educational training in Galveston, Texas from February 16 - 18, 2015.

10. MATTERS REMOVED FROM CONSENT AGENDA

11. OTHER BUSINESS:

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

A. Consider approval of the "write-off" of certain utility billing accounts receivables.

B. Consider approval of a Unified Lease Agreement and Addendum for two Canon copiers for the Alvin Police Department for a sixty (60) month term in the total amount of $27,000; and authorize the Mayor to sign.

C. Consider approval of an Engineering Services Agreement with Dannenbaum Engineering Corporation in an amount not to exceed $34,446.00 for the engineering services to update the 2011 M-1 Ditch Watershed Study and drainage analysis; also including the redesign of the proposed detention pond at the northwest corner of Kost Road and South Street from a wetlands pond to a dry bottom pond; and authorize the Mayor to sign.

D. Discuss and consider available options for construction of the dry detention pond at Kost Road and South Street; including an agreement with C&R #3 or solicitation of sealed bids for the project.

E. Consider Resolution 14-R-38 supporting TXDOT's proposed dedicated bike lane route in which a portion of this bike lane will enter Alvin city limits on FM 2403, cross State Highway 35 onto County Road 171 (S. Johnson Street) and continue on FM 1462; and agreeing to install appropriate "Share the Road" signage along County Road 171; and setting forth other provisions related thereto.

F. Ordinance 14-FF, amending the City of Alvin 2014-15 fiscal year budget for the purpose of appropriating $198,493.83 of prior fiscal year (FY 2013-14) encumbrances into the current fiscal year as set forth for each individual account in the attached Exhibit "A"; 1st reading.

G. Consider Ordinance 14-JJ amending Chapter 5½, Cemeteries, Section 3, Requirements regarding columbaria niches and lots/spaces**,** of the Code of Ordinances; for the purpose of allowing the placement of upright grave markers within Tract 5 of the Oak Park Cemetery; providing an effective date; and setting forth other provisions related thereto; 1st reading.

H. Consider Ordinance 14-KK amending Chapter 2, Administration, Article VI, Records Management, of the Code of Ordinances; for the purpose of revising the Records Management Program; providing an effective date; and setting forth other provisions related thereto; 1st reading.

I. Consider Resolution 14-R-43; approving and adopting the City of Alvin Records Management Plan; and setting forth other provisions related thereto.

12. REPORTS FROM CITY MANAGER

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

B. Items of Community Interest.

13. REPORTS FROM COUNCIL MEMBERS

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

A. Announcements and requests from Council members.

14. ADJOURNMENT

I hereby certify that this Public Notice was placed on the Official Bulletin Board at City Hall on THURSDAY, NOVEMBER 13, 2014 at 5:00 p.m.

(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

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MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY NOVEMBER 6, 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 Council members: Gabe Adame, Adam Arendell, Scott Reed, Brad Richards, Roger Stuksa and Keith Thompson**.** Also present: Junru Roland, Interim City Manager, Bobbi Kacz, City Attorney and Dixie Roberts, City Clerk.

INVOCATION

Mayor Horn gave the invocation.

PLEDGE OF ALLEGIANCE

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

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

SPECIAL PRESENTATIONS

There were no special presentations.

APPROVAL OF MINUTES

Approve minutes of the October 23, 2014 Regular City Council meeting
Council member Droege moved to approve the minutes of October 23, 2014. Seconded by Council member Thompson; motion to approve carried on a vote of 7Ayes.

PETITIONS OR REQUESTS FROM THE PUBLIC

There were no requests from the public.

REPORTS FROM CITIZENS BOARDS, COMMISSIONS, AND COMMITTEES

No reports were given.

PUBLIC HEARINGS

There were no public hearings.

CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION

Consider Ordinance 14-EE, an ordinance granting a permit to Phillips 66 Pipeline, LLC to construct certain pipeline facilities in certain property or rights-of- way of the city; regulating such construction, the date of completion, and the locations of street crossings; providing for a notice to proceed, fees, deposits, insurance, and a guaranty of performance; providing for non-waiver by the city; regulating conflicting terms of laws; providing a penalty in an amount not to exceed $1,000.00 per day for each day of violation of any provision hereof; providing for severability; and other matters related thereto – second reading.

Consider Ordinance 14-GG, amending the City of Alvin, Ordinance 14-AA passed and approved September 11, 2014, same being an ordinance approving and adopting the City of Alvin's budget for fiscal year 2014-15 by approving "Budget Amendment I" to the original 2014-15 budget; providing supplemental appropriation and/or transfer of funds for the purpose of funding the Court Collections Analyst position in the Finance Department and amending the organization chart of the Finance Department; providing for severability; and providing for other matters related thereto – second reading.

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

MATTERS REMOVED FROM CONSENT AGENDA

No items were removed from the consent agenda.

OTHER BUSINESS

Presentation and discussion on the 2035 Comprehensive Plan to outline the next steps using Chapter 6, Implementation.

Larry Buehler, Economic Development Director reviewed Chapter 6 Implementation of the 2035 Comprehensive Plan adopted by City Council. Mr. Buehler reviewed the top 16 items within the implementation table slated for completion within 1-2 years.

- Item # 1 - Revise local health, building, and development codes, as needed, to streamline the process for addressing unsafe or dilapidated structures and other potential health and safety risks, such as inoperable vehicles, weeds, and heavy trash; (Rating of 35).
    - Public Services Dept. / Code Compliance / Legal Dept.
    - Legal revising the ordinance to comply with new state laws.
    - Legal met this week with Code Compliance to lay out step by step process to streamline.

- Item # 2- Update the City of Alvin's Thoroughfare Plan. Revise the City's access management provisions to include full consideration of the Grand Parkway and potential expansion of S.H. 35. Amend the City's Comprehensive Plan Update to include a Mobility plan element, which would include multimodal circulation options and facilities; (Rating of 33).
    - Engineering Dept. / Public Services Dept.
    - Use existing Thoroughfare Plan map and associated report to develop RFQ.
    - 2014-2015 process RFQ, select consultant, negotiate scope and costs, be ready for 2015-2016 Budget. NOTE: if 2014-2015 dollars are available, start sooner.

- Item # 3 - Prepare and adopt a Unified Development Ordinance, UDO; (Rating of 26).
    - Economic Development Dept. / Dev. Coordinator
    - Overwhelming number of Texas Cities with UDO are zoned.
    - Based on City of Alvin not zoned, compile all development ordinances into single list that refers to the city's Municipal-Code of Ordinances.

- Item # 4 - Amend the City's subdivision regulations to incorporate parkland dedication provisions and parkland development fund requirements to require that parkland dedication and subsequent improvements occur during the first phase of subdivision development; (Rating of 22).
    - Parks Dept. / Engineering Dept. / Public Services Dept.
    - Currently, green-space is addressed in Planned Unit Development (PUD) ordinance and being included in "Developer Agreements".
    - Addressing the general park 'Quadrant" requirement that might better fund regional/larger parks to better serve the community.

- Item # 5- Employ a pro-active code enforcement strategy that first offers helpful assistance to property owners in complying with municipal codes rather than a punitive approach, so that enforcement resources may be targeted to the worst areas and offenders; (Rating of 22).

  - Public Services Dept. / Code Compliance.
  - Almost complete. Example: Door Hangers.
  - Will include a presentation/communication to City Council and Planning Commission.

- Item # 6 - Develop and adopt a growth sequencing plan and management strategy that identifies areas of development for the next five, 10, 15 and 20 years to accommodate the targeted population of 33,472 persons in the Year 2035. These sequential areas identify when and where capital improvements and services should be directed; (Rating of 19).
  - City Manager / Economic Development Dept. / Public Services Dept. /Engineering Dept.
  - Combining Items #6, #11, and # 15.

- Item # 11 - Evaluate the City's capital improvement program (CIP) and annual capital plan against the growth sequencing plan to ensure utility extensions and capacity improvement projects are consistent with the defined growth area. The capital improvement program and capital plan should be prioritized in accordance with the sequencing and timing of development; (Rating of 11).

- Item # 15 - Identify areas of the community that are experiencing or at risk for experiencing particularly high levels of disinvestment and deterioration. Coordinate with Public Services to identify and prioritize needed infrastructure improvements funded by a target-area capital investment program; (Rating of 11).
  - Utility Master Plan underway that will include list and associated dollars. Final report due in 1st Qtr. of 2015.

- Item # 7 - Form a target-area capital investment program focused on infrastructure improvements within at-risk neighborhoods; (Rating of 16).
  - City Manager / Public Services Dept.
  - Street Assessment report complete and tier 1 streets are slated for repairs ($1.5M). Tier 2 and 3 to follow in successive years.
  - There is an Inflow & Infiltration (I&I) report and it will have action items to rehab from worst to least.

- Item # 8 - Require drought-resistant species of street trees in all new residential developments, which must be coordinated with utility placement to avoid problems as the street trees grow; (Rating of 16).
  - Parks Dept. / Engineering Dept. / Public Services Dept.
  - Combining with Item # 16.

- Item #16 - Require tree preservation for residential development and especially for infill development and redevelopment in neighborhoods with mature tree canopies; (Rating of 10).
  - Parks Dept. / Engineering Dept. / Public Services Dept.
  - Combining with Item # 8.
  - Develop comprehensive tree ordinance.
    - Tree preservation.
    - Preference of tree species.
    - Tree planting away from city infrastructure.

- Item # 9 - Focus on park and recreation improvements as a means for elevating neighborhood viability; (Rating of 15).
  - Parks Dept.
  - Combining with Item # 14.

- Item # 14 - Develop a park standards manual that outlines equipment standards (types and finishes), branding guidelines, and design requirements so that the Alvin park system maintains a consistent level of quality, maintenance, and desirable aesthetic appeal; (Item # 14).
  - Parks Dept.
  - Combining with Item # 9.
  - Update Parks Master Plan –will include standards manual.
  - Plan for 2015-2016 budget, if funds become available in 2014-2015 advance sooner.

- Item # 10 - Allow for varying lot sizes within residential developments without requiring the more rigorous submittal procedures and requirements of a planned unit development; (Rating of 13).
  - Engineering Department.

- Lot size is better defined by "density requirements".
- Engineering to work on city-wide density formula.

- Item # 12 - Formally adopt annexation policies, which will guide the decision-making of the City Council, both for city initiated annexations as well as voluntary requested annexations; (Rating of 12).
  - City Manager / Legal Dept. / Economic Development Dept. / Public Services Dept. / Engineering Dept.
  - Review past and current growth patterns.
  - Suggestion to look at FM 517 Eastward and SH 6 Westward.
  - Includes infrastructure requirements.

- Item # 13 - Emphasize neighborhood outreach and coordination. Pursue multiple ways to maintain communication links to neighborhood leaders and representatives, such as through less formal neighborhood associations and/ or councils where organized homeowners associations have lapsed over time; (Rating of 12).
  - Dev Coordinator / Economic Development Dept.
  - Determine best methods to identify neighborhoods and then communication tools.

Consider Ordinance 14-HH, an ordinance granting a permit to Genesis Pipeline Texas, L.P. to construct certain pipeline facilities in certain property or rights-of-way of the city; regulating such construction, the date of completion, and the locations of street crossings; providing for a notice to proceed, fees, deposits, insurance, and a guaranty of performance; providing for non-waiver by the city; regulating conflicting terms of laws; providing a penalty in an amount not to exceed $1,000.00 per day for each day of violation of any provision hereof; providing for other matters related thereto - first reading.

Genesis Pipeline Texas, L.P. is proposing to reroute an existing 8" crude oil pipeline that was constructed in the late 1930s and currently runs under the warehouse facility located at 715 N. 2nd Street that is owned by GP Assets. Genesis is wanting to reroute the line beginning at a point south of the railroad tracks and extending in a 30' wide dedicated easement around the west side of the building as shown in the attached Exhibit A, in order to provide for safer operation and maintenance of the line. Construction is scheduled to begin in December 2014 and last approximately four weeks. Genesis Pipeline Texas, L.P. has submitted all required information as required by Chapter 16 Article IV Pipelines of the City's Code of Ordinances. All components of the project have been designed and will be operated in full compliance with the Texas Railroad Commission.

Michelle Segovia presented this ordinance before Council for consideration. Representatives from Genesis were also present.

Council member Reed moved Ordinance 14-HH, an ordinance granting a permit to Genesis Pipeline Texas, L.P. to construct certain pipeline facilities in certain property or rights-of-way of the city; regulating such construction, the date of completion, and the locations of street crossings; providing for a notice to proceed, fees, deposits, insurance, and a guaranty of performance; providing for non-waiver by the city; regulating conflicting terms of laws; providing a penalty in an amount not to exceed $1,000.00 per day for each day of violation of any provision hereof; providing for other matters related thereto on first reading. Seconded by Council member Droege; motion to approve carried on a vote of 7Ayes.

Consider Ordinance 14-II amending Chapter 28, Comprehensive Fee Ordinance, for the purpose of increasing the fees charged for Owner-Surrendered animals at the Alvin Animal Adoption Center; providing for an effective date; and setting forth other provisions related thereto - first reading.

The old animal shelter housed a daily animal population of approx. 42 animals. Since operations began at the new center (AAAC) in May of 2014, the average daily animal population is closer to 115 animals which causes additional stress on the resources, animals, staff & volunteers. (The 10/21/2014 count was 124 animals) While this drastic increase is likely due to a number of factors, one identified factor has been the

lower fees charged by the AAAC for "relinquishments of animals". Please see Captain Fonteno's attached memo comparing fees of neighboring cities and other animal-care entities. The AAAC would like to increase their current owner-surrendered charges of $20 to $30 per animal for Alvin-resident feline/canine relinquishments; and $30 to $45 for non-resident relinquishments; and $30 to $45 for any feline/canine mother and litter relinquishments.

Robert Lee, Police Chief presented this ordinance before Council for consideration.

Council member Adame moved to approve Ordinance 14-II amending Chapter 28, Comprehensive Fee Ordinance, for the purpose of increasing the fees charged for Owner-Surrendered animals at the Alvin Animal Adoption Center; providing for an effective date; and setting forth other provisions related thereto on first reading. Seconded by Council member Thompson; motion to approve carried on a vote of 7 Ayes.

Consider Resolution 14-R-40 acknowledging and accepting easements granted to the City of Alvin by Lorane Kocurek, Cecil Kirkland and Leonard Gonzales for the TxDOT Bridge Replacement project on County Road 149.

TxDOT required the City to obtain easements from the property owners in order to accomplish the bridge replacement project on County Road 149. This resolution formally acknowledges the City's acceptance of these easements being granted to the City by the relevant property owners.

Council member Stuksa moved to approve Resolution 14-R-40 acknowledging and accepting easements granted to the City of Alvin by Lorane Kocurek, Cecil Kirkland and Leonard Gonzales for the TxDOT Bridge Replacement project on County Road 149. Seconded by Council member Arendell; motion to approve carried on a vote of 7 Ayes.

Consider a final plat requested under the abbreviated plat procedure for Isabella Subdivision, 1 Block, 2 lots being 3.50 acres of land, out of 138.482 acres of land in the M.V. O'Donnell Survey, Abstract 468, Brazoria County, Texas.

On October 1, 2014, city staff received the Isabella Subdivision Plat for review and comment. This property is located in the City of Alvin's ETJ near County Road 99. The property is being subdivided for conveyance. The Planning Commission recommended approval at their meeting of October 21, 2014.

Michelle Segovia, City Engineer presented this information before Council for consideration.

Council member Arendell moved to approve a final plat requested under the abbreviated plat procedure for Isabella Subdivision, 1 Block, 2 lots being 3.50 acres of land, out of 138.482 acres of land in the M.V. O'Donnell Survey, Abstract 468, Brazoria County, Texas. Seconded by Council member Richards; motion to approve carried on a vote of 7 Ayes.

Consider a final plat requested under the abbreviated plat procedure for PNW RANCH a subdivision of 14.9966 acres of land in the William Pettus League Survey, Abstract No. 68, Fort Bend County, Texas.

On September 1, 2014, city staff received the PNW Ranch plat for review and comment. The plat consists of one block and three Lots. This property is being subdivided for conveyance and is located in Alvin's ETJ on CR 56, east of FM 521. Planning Commission recommended approval to City Council at their regular meeting of October 21, 2014.

Michelle Segovia, City Engineer presented this information before Council for consideration.

Council member Reed moved to approve a final plat requested under the abbreviated plat procedure for PNW RANCH a subdivision of 14.9966 acres of land in the William Pettus League Survey, Abstract No. 68, Fort Bend County, Texas. Seconded by Council member Thompson motion to approve carried on a vote of 7 Ayes.

Consider a variance request from Michael Weeks, Broker/Owner of Weeks Realty & Investment, to waive the building setback requirement of Section 21-37 (a) of the Code of Ordinances, for five corner lots within the amended plat of A.C. Wade's Addition.

On October 7, 2014, staff received a variance request letter for waiver to the 15' street side building set back required by section 21-37(a) of the Code of Ordinances. Mr. Weeks is proposing to build 14 homes on the previously platted lots in the A.C. Wade's Addition Subdivision located along Phillips and Willis Streets between Hill Street and Jackson Street. In order to be able to fit homes on the 5 corner lots in this subdivision he is requesting to be allowed to maintain a 10' street side building setback versus the required 15' setback. The Planning Commission approved this variance request on October 21, 2014.

Council member Adame left the meeting at 7:35 p.m.

Council member Arendell moved to approve a variance request from Michael Weeks, Broker/Owner of Weeks Realty & Investment, to waive the building setback requirement of Section 21-37 (a) of the Code of Ordinances, for five corner lots within the amended plat of A.C. Wade's Addition. Seconded by Council member Reed; motion to approve carried on a vote of 6 Ayes.

Council member Adame re-entered the meeting at 7:38 p.m.

Consider Resolution 14-R-36 revising the Alvin Senior Center - Rules and Regulations; and setting forth other matters related thereto.

The City Charter states the Senior Citizens Board will recommend rules and regulations governing the use of the Senior Citizens Center, which must be submitted to the City Council for approval. The Charter also provides that the rules and regulations may be changed from time to time upon approval of the City Council in order to meet the needs of the Senior Citizens Center. The proposed rules revise the Alvin Senior Center operational rules governing facility rentals at the Alvin Senior Center and include a Code of Conduct for the Senior Center.

Council member Reed moved to approve Resolution 14-R-36 revising the Alvin Senior Center - Rules and Regulations; and setting forth other matters related thereto. Seconded by Council member Droege; motion to approve carried on a vote of 7 Ayes.

Consider a request from the Museum Society to install an antique wire stretcher in the grass area on the Sealy Street side in front of the Alvin Museum located at 302 West Sealy, along with a small decorative sign inviting passersby to visit the museum for more information.

Museum Society has requested permission to install one "antique" wire stretcher in the grass area, Sealy Street side, of the museum, along with a small decorative sign inviting passersby to visit the museum for more information. Staff requests direction from city council to ensure that this type of request represents the ongoing "re-vitalization" image of the downtown area.

Council member Arendell moved to approve the request from the Museum Society to install an antique wire stretcher in the grass area on the Sealy Street side in front of the Alvin Museum located at 302 West Sealy, along with a small decorative sign inviting passersby to visit the museum for more information. Seconded by Council member Stuksa; motion to approve carried on a vote of 7 Ayes.

Consider appropriating $11,000 for the 2015 July 4th fireworks celebration from the annual Progressive Waste (formerly IESI) donation.

Under our current contract, each year Progressive Waste (formerly IESI) contributes $12,000 to the City for any purpose specified by Council. Historically, City Council elected to appropriate money for fireworks for 4th of July celebration with a rain out date of Labor Day weekend or another date in 2015 to be determined by the City of Alvin. The total cost of $12,500 would be funded from this $11,000 funding allocation and $1,500 from the general fund account 111-7001-00-3100.

Council member Reed moved to approve appropriating $11,000 for the 2015 July 4th fireworks celebration from the annual Progressive Waste (formerly IESI) donation. Seconded by Council member Adame; motion to approve carried on a vote of 7Ayes.

Consider rescheduling the regular City Council meeting of January 1, 2015 to January 8, 2015 and the regular City Council meeting of January 15, 2015 to January 22, 2015.

Staff requests this change of dates due to the January 1st holiday being the first Thursday of the month and would normally be scheduled for a city council meeting.

Council member Arendell moved to approve rescheduling the regular City Council meeting of January 1, 2015 to January 8, 2015 and the regular City Council meeting of January 15, 2015 to January 22, 2015. Seconded by Council member Richards; motion to approve carried on a vote of 7 Ayes.

Consider approval of a letter to the National Shooting Sports Foundation drafted by the City Attorney authorizing the Advisory Committee to the Alvin Municipal Sport Shooting Park and Youth Development Center to attend the NSSF Shooting, Hunting, Outdoor Trade Show in January 2015.

The Advisory Committee requires a letter so they can be qualified for admission to the SHOT Show each year.

Council member Droege moved to approve a letter to the National Shooting Sports Foundation drafted by the City Attorney authorizing the Advisory Committee to the Alvin Municipal Sport Shooting Park and Youth Development Center to attend the NSSF Shooting, Hunting, Outdoor Trade Show in January 2015. Seconded by Council member Stuksa; motion to approve carried on a vote of 5 Ayes; with Council member's Thompson and Richards voting No.

Consider authorizing the payment amount not to exceed $27,768.00 to the TCEQ (Texas Commission on Environmental Quality) as budgeted in FY 14-15 for the annual permit to treat wastewater at the City of Alvin Wastewater Treatment Facility.

Council member Thompson moved to authorize the payment amount not to exceed $27,768.00 to the TCEQ (Texas Commission on Environmental Quality) as budgeted in FY 14-15 for the annual permit to treat wastewater at the City of Alvin Wastewater Treatment Facility. Seconded by Council member Richards; motion to approve carried on a vote of 7 Ayes.

REPORTS FROM CITY MANAGER

Review preliminary list of items for the Council meeting of November 20, 2014.

Mr. Roland reviewed the preliminary list for the November 20, 2014 City Council meeting.

Announcements:

Mr. Roland announced the TxDOT public hearing regarding the FM528 extension will be held on November 13, 2014 at 5:30 p.m. in the Alvin High School auditorium.

REPORTS FROM COUNCILMEMBERS

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

Announcements and requests from Councilmembers.

Council member Thompson thanked Joyce Kubeczka for her years of service to the City of Alvin and wished her well on her retirement. He also stated thanked the Gulf Coast Water authority for the work done in front of their building; it looks very nice.

Council member Reed stated during the recent election the people spoke out wanting change for the better. He reminded members of the City Council of the oath taken to uphold the laws and standards set before them. He encouraged all members of Council to review the applicable codes of the governing body that are directly applicable to the Council, as well as the administrative processes that are to be followed.

Council member Arendell thanked Joyce Kubeczka for her years of service to the City of Alvin and congratulated her on her retirement.

Council member Richards asked that the sidewalk ordinance be reviewed.

Council member Adame thanked Joyce Kubeczka for her years of service to the City of Alvin. He also encouraged everyone to try out the new frozen yogurt shop on Highway 6; The Frozen Spoon.

Council member Stuksa requested that staff look into the parking situation on the north side of Sealy Street across from City Hall. Extended cab trucks are parking in this area, impeding traffic. He suggested that it be considered restricting the parking in this area to that of smaller vehicles.

ADJOURNMENT

Council member Arendell moved to adjourn the meeting at 7:57 p.m. Seconded by Council member Droege; motion to adjourn carried on a vote of 7 Ayes.

PASSED and APPROVED this _____ day of _____, 2014.

_____
Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Clerk

AGENDA COMMENTARY

Discussion Date: 11/06/2014

Approval Date: 11/06/2014

Submitted By: Michelle Segovia

SUBJECT:

Consider Ordinance 14-HH, an ordinance granting a permit to Genesis Pipeline Texas, L.P. to construct certain pipeline facilities in certain property or rights-of-way of the city; regulating such construction, the date of completion, and the locations of street crossings; providing for a notice to proceed, fees, deposits, insurance, and a guaranty of performance; providing for non-waiver by the city; regulating conflicting terms of laws; providing a penalty in an amount not to exceed $1,000.00 per day for each day of violation of any provision hereof; providing for severability; and other matters related thereto - ~~first reading.~~ 2nd Reading

DISCUSSION:

Genesis Pipeline Texas, L.P. is proposing to reroute an existing 8" crude oil pipeline that was constructed in the late 1930s and currently runs under the warehouse facility located at 715 N. 2nd Street that is owned by GP Assets. Genesis is wanting to reroute the line beginning at a point south of the railroad tracks and extending in a 30' wide dedicated easement around the west side of the building as shown in the attached Exhibit A, in order to provide for safer operation and maintenance of the line. Construction is scheduled to begin in December 2014 and last approximately four weeks.

Genesis Pipeline Texas, L.P. has submitted all required information as required by Chapter 16 Article IV Pipelines of the City's Code of Ordinances. All components of the project have been designed and will be operated in full compliance with the Texas Railroad Commission.

RECOMMENDATION:

Move to approve Ordinance 14-HH granting a pipeline permit to Genesis Pipeline Texas, L.P.

ATTACHMENTS:

1. Ord. 14-HH
2. Exhibit A
3.
4.
5.
6.

Submitted by:	Funds Available:	Approved as to Form:	Approved By:
Michelle Segovia Digitally signed by Michelle Segovia DN: cn=Michelle Segovia, o=City of Alvin, ou=Engineering, email=msegovia@cityofalvin.com, c=US Date: 2014.10.16 15:59:03 -05'00'		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: 2014.10.30 10:06:24 -05'00'	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: 2014.10.30 14:07:47 -05'00'
Department Head	**Finance Director**	**City Attorney**	**City Manager**

ORDINANCE NO. 14-HH

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, GRANTING A PERMIT TO GENESIS PIPELINE TEXAS, L.P., TO CONSTRUCT CERTAIN PIPELINE FACILITIES IN CERTAIN PROPERTY OR RIGHTS-OF-WAY OF THE CITY; REGULATING SUCH CONSTRUCTION, THE DATE OF COMPLETION, AND THE LOCATIONS OF STREET CROSSINGS; PROVIDING FOR A NOTICE TO PROCEED, FEES, DEPOSITS, INSURANCE, AND A GUARANTY OF PERFORMANCE; PROVIDING FOR NON-WAIVER BY THE CITY; REGULATING CONFLICTING TERMS OF LAWS; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED $1,000.00 PER DAY FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY; AND PROVIDING A SEVERANCE CLAUSE AND EFFECTIVE DATE.

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

Section 1. This ordinance grants a permit, pursuant to the Alvin Pipeline Ordinance (Alvin Code of Ordinances, Chapter 16, Article IV), to Genesis Pipeline Texas, L.P., (User) to construct the pipeline facilities described on Exhibit "A" hereto in, under, and across the rights-of-way of the City at the locations shown on Exhibit "A" hereto.

Section 2. Said pipeline facilities shall be constructed according to the attached Exhibit "A" and all applicable law.

Section 3. Said pipeline facility shall be completed no later than the following date: 365 days from approval.

Section 4. The points at which the pipeline facilities may cross the City's rights-of-way are specified on the attached Exhibit "A".

Section 5. No construction of said pipeline facilities shall begin until the City has issued a notice to proceed pursuant to the Pipeline Ordinance, after User has filed with the City proof of insurance, a guaranty of performance, and all applicable fees and deposits, all pursuant to the Pipeline Ordinance of the City.

Section 6. This ordinance shall not waive or impair any of the requirements of the Pipeline Ordinance of the City. This ordinance is subject to the terms of the Pipeline Ordinance. However, in the event of a conflict of terms, the more restrictive provision that provides greater protection to the City and its property shall govern and control.

Section 7. This ordinance is expressly conditioned upon compliance with the Alvin Pipeline ordinance and other applicable city ordinances, including but not limited to, Alvin City Code, Chapter 24, Traffic, Article III, Commercial Motor Vehicles. If any provision of the Pipeline

Ordinance is not followed, a permit for the construction of facilities or this franchise may be revoked. If a person has not followed the terms and conditions of the Pipeline Ordinance with respect to work done pursuant to a prior permit, new permits may be denied or additional terms may be required.

Section 8. If any part of this ordinance, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this order shall remain in full force and effect.

Section 9. This ordinance shall be effective when it has been passed and adopted by the City and has been accepted by the User as shown by User's signature hereon. This ordinance shall be void unless User signs it within thirty days of its passage and adoption. By signing this ordinance, User also represents, warrants, and agrees that User shall comply with this ordinance, the Pipeline Ordinance, and all applicable law concerning the subject matter of this ordinance.

Section 10. **Penalty**. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence violate any provision of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed $1,000.00. Each day of violation shall constitute a separate offense. Additionally, civil remedies and penalties may be imposed for violation of any provision of ordinance pursuant to Section 16-87.

Section 11. **Repealing Clause**. All ordinances or parts of ordinances inconsistent or in conflict herewith, are, to the extent of such inconsistency or conflict, hereby repealed.

Section 12. **Severability**. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Alvin, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED on first reading on the _____ day of _____2014.

PASSED AND APPROVED on second reading on the _____ day of _____2014.

ATTEST:

By: _____
Dixie Roberts, City Clerk

CITY OF ALVIN, TEXAS:

By: _____
Paul A. Horn, Mayor

APPROVED AS TO FORM:

_____
Bobbi Kacz, City Attorney

ATTEST:

Genesis Pipeline Texas L.P.:

By: _____

By: _____

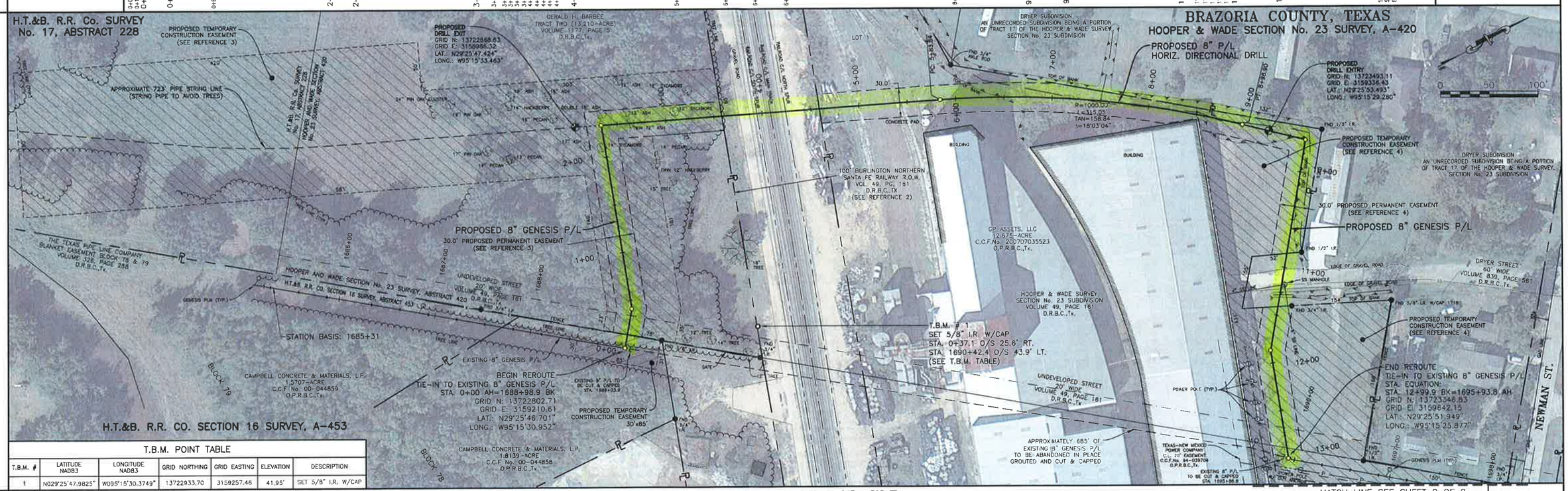
EXHIBIT A

TR. NO.	1	2	3	4	5	4
OWNER	CAMPBELL CONCRETE & MATERIALS, L.P.	GERALD H. BARBEE TRACT TWO	BURLINGTON NORTHERN SANTA FE RAILWAY	GP ASSETS, LLC 12,675–ACRE	DRYER STREET	GP ASSETS, LLC 12,675–ACRE
RODS	14.3'/0.86	344.2'/20.86	100.4'/6.08	626.6'/37.97	55.5'/3.36	159.0'/9.64
TERRAIN	TERRAIN	TERRAIN (PARTLY WOODED)	RAILROAD	TERRAIN	STREET	TERRAIN

STATIONING

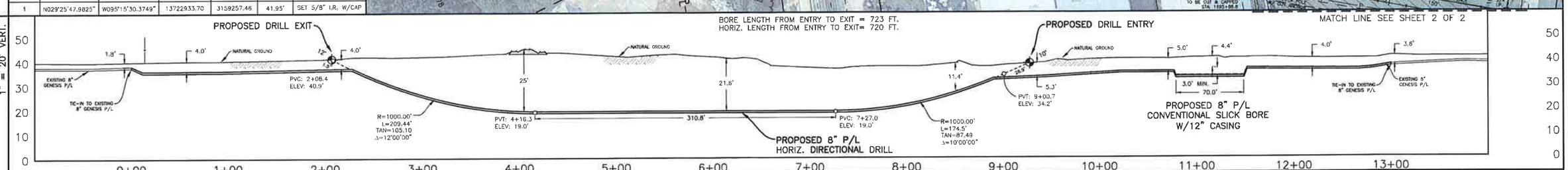
0+03.3 TREE LINE ELEV: 40.1'
0+13.6 FENCE XING ELEV: 40.1'
0+14.3 PROPERTY LINE
0+41.1 P.I.< 19°12'46" LT.
0+86.5 TREE ELEV: 40.3' 117.1' RT.
2+33.4 PROPOSED DRILL EXIT ELEV: 41.9' 26.5' OFFSET LT.
2+33.4 P.I.< 95°05'58" RT.
3+58.5 PROPERTY LINE
3+76.1 EDGE OF ROCK ROAD ELEV: 43.1'
3+86.1 EDGE OF BALLAST ELEV: 43.3'
3+94.6 RAILROAD C/L SOUTH SPUR ELEV: 43.8'
3+98.7 TOP OF BALLAST ELEV: 44.1'
4+03.0 TOP OF BALLAST ELEV: 44.4'
4+08.6 RAILROAD C/L MAIN TRACK ELEV: 44.2'
4+14.6 TOP OF BALLAST ELEV: 44.9'
4+19.1 EDGE OF BALLAST ELEV: 43.5'
4+24.1 RAILROAD C/L NORTH SPUR ELEV: 43.7'
4+58.9 PROPERTY LINE
5+64.1 BUILDING CORNER ELEV: 42.7' 33.1' RT.
5+15.1 BUILDING CORNER ELEV: 41.2' 28.1' RT.
5+45.7 TOP OF BANK ELEV: 40.8'
6+77.0 BUILDING CORNER ELEV: 37.7' 51.9' RT.
8+51.0 BUILDING CORNER ELEV: 39.0' 5.0' RT.
9+27.1 PROPOSED DRILL ENTRY ELEV: 38.9'
9+66.3 P.I.< 85°48'04" RT.
10+85.5 PROPERTY LINE
11+01.6 EDGE OF GRAVEL ROAD ELEV: 41.1'
11+17.5 SANITARY SEWER MANHOLE ELEV: 41.3' 2.9' LT.
11+22.3 4" SANITARY SEWER LINE XING COV. 4.6'
11+25.5 EDGE OF GRAVEL ROAD ELEV: 41.4'
11+29.5 EDGE OF GRAVEL ROAD ELEV: 41.4'
11+40.9 PROPERTY LINE
11+86.7 P.I.< 18°55'46" LT.
12+99.9 END REROUTE
STA. 12+99.9 BK=1695+93.8 AH
8" GENESIS P/L 10.0' ELEV: 38.1' COV. 3.6'

ALIGNMENT

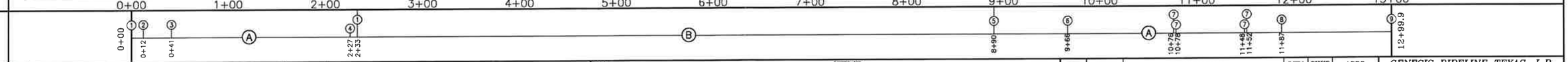


T.B.M. POINT TABLE						
T.B.M. #	LATITUDE NAD83	LONGITUDE NAD83	GRID NORTHING	GRID EASTING	ELEVATION	DESCRIPTION
1	N029°25'47.9825"	W095°15'30.3749"	13722933.70	3159257.46	41.95'	SET 5/8" I.R. W/CAP

PROFILE — SCALE: 1" = 50' HORIZ. / 1" = 20' VERT.



PIPE DATA



QUANTITY	DESCRIPTION	QUANTITY	DESCRIPTION
2	① 8" 90° SIDE BEND	1	⑧ 8" 18°55'46" SIDE BEND
1	② 8" 10° SAG BEND	1	⑨ 8" 64°37'21" SIDE BEND
1	③ 8" 19°12'46" SIDE BEND	638 FEET	Ⓐ 8.625" OD x 0.322 WT, X42, ERW, FBE COATING
1	④ 8" 5° SIDE BEND	662 FEET	Ⓑ 8.625" OD x 0.322 WT, X42, ERW, 20 mils ARO COATING
1	⑤ 8" 9° OVER BEND		
1	⑥ 8" 85°48'04" SIDE BEND		
4	⑦ 8" 45° OVER/SAG BEND		

NOTES:
1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE GRID REFERENCED TO THE TEXAS COORDINATE SYSTEM OF NAD 83, SOUTH CENTRAL ZONE DEFINED BY AN NGS OPUS SOLUTION BASED ON NAD 83, 2011 ADJ., EPOCH 2010.0000. ALL DISTANCES SHOWN ARE SURFACE DISTANCES AND CAN BE CONVERTED TO GRID DISTANCE BY MULTIPLYING THE SURFACE DISTANCE BY THE COMBINED SCALE FACTOR OF 0.9999684.
2. ALL ELEVATIONS SHOWN HEREON ARE BASED ON OPUS SOLUTION REFERENCED TO NAVD 88–GEOID 12.
3. TITLE INFORMATION WAS PROVIDED BY CONTRACT LAND STAFF, (281) 240-3370, AND REPRESENTS A CAREFUL SEARCH OF THE RECORDS OF THE COUNTY CLERK OF BRAZORIA COUNTY, TEXAS.
4. STATIONING IS APPROXIMATE AND BASED ON A STATION ON A SURVEY LINE BETWEEN ABSTRACT SURVEY A-228 AND A-420, BEING 1685+31. SEE REFERENCE 1.
5. THERE MAY EXIST UNKNOWN UTILITIES WITHIN THE PROJECT AREA. A ONE CALL NOTIFICATION MUST BE MADE PRIOR TO CONSTRUCTION TO VERIFY THE LOCATION OF ANY NON-APPARENT UNDERGROUND UTILITIES.
6. PIPELINE SPECIFICATIONS TO BE PROVIDED BY ENGINEER.

REFERENCES:
1. GENESIS PIPELINE TEXAS, L.P. 8" LINE – WEST COLUMBIA TO WEBSTER STATION, DRAWING No. D-W-WW-C-015, REV. C, DATED 12/17/98.
2. S OLIVER & ASSOCIATES, L.P. PROPOSED 8" GENESIS PIPELINE CROSSING BURLINGTON NORTHERN SANTA FE RAILWAY NEAR N. SECOND STREET DRAWING No. 14-014-500, DATED 05-05-14.
3. S OLIVER & ASSOCIATES, L.P. PROPOSED 30 FEET EASEMENT DRAWING No. 14-014-300, DATED 05-25-14, REV. 1.
4. S OLIVER & ASSOCIATES, L.P. PROPOSED 30 FEET EASEMENT DRAWING No. 14-014-301, DATED 07-01-14, REV. 1.

S Oliver & Associates, L.P.
Surveying & Mapping
TBPLS CERTIFICATE OF REGISTRATION FIRM No. 10061800
7507 BARWICK DRIVE www.soliversurveying.com TEL. (281)420-3132
BAYTOWN, TEXAS 77520 FAX (281)424-8452

REV.	DATE	DESCRIPTION	DWN.	CHKD.	APPD.
0	6–02–14	ORIGINAL	VIS	SO&A	
1	7–01–14	REVISED C/L PROPOSED REROUTE	VIS	SO&A	
2	8–21–14	REVISED RAILROAD CLEARANCE TO 25'	VIS	SO&A	

GENESIS PIPELINE TEXAS, L.P.
ENGINEERING SERVICES — HOUSTON, TEXAS

PROPOSED 8" GENESIS PIPELINE
REROUTE
NEAR N. SECOND STREET
BRAZORIA COUNTY, TEXAS

SCALE: AS NOTED — DATE: 08-02-2014
DWG. NO.: 14-014-101 — SHEET 1 OF 2

AGENDA COMMENTARY

Discussion Date: 11/06/2014

Approval Date: 11/06/2014

Submitted By: Chad Fontenot

SUBJECT:

Consider Ordinance 14-II amending Chapter 28, Comprehensive Fee Ordinance, for the purpose of increasing the fees for "owner-surrendered" animals at the Alvin Animal Adoption Center; providing for an effective date; and setting forth other provisions related thereto. 2nd Reading.

DISCUSSION:

The old animal shelter housed a daily animal population of approx. 42 animals. Since operations began at the new center (AAAC) in May of 2014, the average daily animal population is closer to 115 animals which causes additional stress on the resources, animals, staff & volunteers. (The 10/21/2014 count was 124 animals) While this drastic increase is likely due to a number of factors, one identified factor has been the lower fees charged by the AAAC for "relinquishments of animals". Please see Captain Fonteno's attached memo comparing fees of neighboring cities and other animal-care entities. The AAAC would like to increase their current owner-surrendered charges of $20 to $30 per animal for Alvin-resident feline/canine relinquishments; and $30 to $45 for non-resident relinquishments; and $30 to $45 for any feline/canine mother and litter relinquishments.

RECOMMENDATION:

Move to approve Ord 14-II increasing fees for owner-surrendered animals at the Alvin Animal Adoption Center.

ATTACHMENTS:

1. Ordinance 14-II
2. Fontenot memo dated 10-21-2014
3.
4.
5.
6.

Submitted by:	Funds Available:	Approved as to Form:	Approved By:
Chad Fontenot — Digitally signed by Chad Fontenot DN: cn=Chad Fontenot, o=City of Alvin, ou=Alvin Police Department, email=cfontenot@cityofalvin.com, c=US Date: 2014.10.21 09:09:03 -05'00'		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: 2014.10.30 10:43:17 -05'00'	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: 2014.10.30 14:09:12 -05'00'
Department Head	**Finance Director**	**City Attorney**	**City Manager**

ORDINANCE NO. 14-II

AN ORDINANCE AMENDING CHAPTER 28, COMPREHENSIVE FEE ORDINANCE, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS FOR THE PURPOSE OF INCREASING THE FEES FOR OWNER-SURRENDERED ANIMALS AT THE ALVIN ANIMAL ADOPTION CENTER; PROVIDING FOR AN EFFECTIVE DATE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

Section 1. That Section 28-2 of the Code of Ordinances of the City of Alvin, Texas is hereby amended by increasing owner-surrendered fees for certain animals:

"28-2. In general.

. . .

ANIMALS AND FOWL

. . .

(8) Owner-Surrendered Animals:

City resident - for each animal or fowl, excluding livestock or exotics . . . . . $~~20.00~~30.00

Non-resident - for each animal or fowl, excluding livestock and exotics . . . . . $~~30.00~~45.00

Felines and canines: for mother and litter (resident or non-resident) . . . . . $~~30.00~~45.00

Waiver of fees: Animal control personnel are authorized to waive all, or a portion of fees in hardship instances, such as citizens with special needs.

Section 2. **Severability**. Should any section or part of this ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 3. **Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of *Chapt. 52, Tex. Loc. Gov't. Code, and the City of Alvin Charter*.

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

PASSED on the first reading on the _____ day of _____, 2014.

PASSED on the second and final reading on the _____ day of _____, 2014.

ATTEST: **CITY OF ALVIN, TEXAS**

By: _____ By:_____

Dixie Roberts, City Clerk Paul A. Horn, Mayor

RE: Agenda Commentary recommending Increasing Animal Relinquishment Fees at the Alvin Animal Adoption Center (AAAC)

Ms. Kacz and Chief Lee,

The new animal shelter, with an animal capacity 2 ½ times the capacity of the old shelter, is at 100% capacity with 124 animals on hand. And it is frequently at that state.

This population has caused an increased drain on resources (food/litter/medicines, etc.), as well as increased stress and workload on staff and volunteers, and increased stress on the animals themselves.

One of the likely causes for the increased daily population we have identified is the extremely low fees we charge animal owners for canine/feline relinquishments. We currently charge $20.00 for residents and $30.00 for non-residents, and $30 for mother and litter relinquishments for either citizen or non-citizen. Many area shelters do not accept owner relinquishments, while the ones that do charge considerably more than the AAAC (see research from Cpl. Douglas below).

The AAAC staff would like to increase our fees for relinquishments to the following:

1. $30.00 for Alvin resident feline/canine relinquishments;
2. $45.00 for non-resident relinquishments;
3. $45.00 for any feline/canine mother and litter relinquishments.

While these fees are significantly higher than present AAAC fees, they are still lower than surrounding shelters that accept relinquishments. We also gave consideration to not increasing the fees too much, where prohibitive fees might encourage illegal dumping/abandoning of animals.

If you both approve of these increases, I have spoken with Ms. Roberts and she advised that it could be placed on the Nov. 6th Council Agenda. See attached Agenda Commentary.

Thanks and please let me know if any questions – Chad.

Chad Fontenot, Captain
Alvin Police Department
1500 S. Gordon
Alvin, Tx 77511
(281)585-7103 (direct)
cfontenot@cityofalvin.com<mailto:cfontenot@apd.cityofalvin.com>
Exceptional Team, Exceptional Service.

From: Tonya Douglas - email
Sent: Thursday, July 10, 2014 1:34 PM
To: Chad S. Fontenot - email
Subject: Southern Brazoria County

Captain,

SBC – Non- Citizen $ 75.00
Mother and litter $100.00

Citizen and partnership cities $ 40.00
Mother and litter $40.00

Cpl. Douglas

From: Tonya Douglas - email
Sent: Wednesday, July 9, 2014 1:52 PM
To: Chad S. Fontenot - email
Subject: RE: Fee schedule for surrendered animals

League City - They do not take owner surrenders or non-citizens.

Friendswood – They do not take owner surrenders or non- citizens.

Pearland - They do not take non-citizen. They do take owner surrenders.
Fee - $ 40.00 per animal.

Galveston County- Animal Resource Center (ARC) Services:
Santa Fe, Hitchcock, Kemah, Dickinson, La Marque, Clear Lake Shores, Bayou Vista, and the Village of
Tiki Island.
Fee-$30.00 per animal.
Fee $30.00 –mother with litter.

Cpl. Douglas

AGENDA COMMENTARY

Discussion Date:

Approval Date: 11/20/2014

Submitted By: Sonya Cates

SUBJECT:

Consider approval of Associate Judge Bill Pannell to attend the state required educational training in San Antonio, TX on January 5 - 7, 2015.

DISCUSSION:

Municipal court judges are required to complete continuing education credits to adequately perform their jobs. The State of Texas has organized a training program so that judges can be informed of the latest laws and practices.

The Judge Training Conference will be held in San Antonio, TX on January 5 - 7, 2015.

RECOMMENDATION:

Move to authorize Associate Judge Bill Pannell to attend the Judge Training Conference in San Antonio, TX on January 5 - 7, 2015.

ATTACHMENTS:

1. Registration Form
2.
3.
4.
5.
6.

Submitted by:	Funds Available:	Approved as to Form:	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: 2014.11.03 17:19:57 -06'00'	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: 2014.11.03 17:39:24 -06'00'	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: 2014.11.05 18:09:17 -06'00'	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: 2014.11.13 12:03:07 -06'00'
Department Head	**Finance Director**	**City Attorney**	**City Manager**

TEXAS MUNICIPAL COURTS EDUCATION CENTER
FY15 REGISTRATION FORM:
Regional Judges & Clerks Seminar, Court Administrators, Bailiffs & Warrant Officers, Level III Assessment Clinic, and Traffic Safety Conferences

Conference Date: 1/5/15 - 1/7/15 Conference Site: San Antonio

Check one:

- ☑ Non-Attorney Judge ($50)
- ☐ Attorney Judge not-seeking CLE credit ($50)
- ☐ Attorney Judge seeking CLE credit ($150)
- ☐ Regional Clerks ($50)

- ☐ Traffic Safety Conference - Judges & Clerks ($50)
- ☐ Level III Assessment clinic ($100)
- ☐ Court Administrators Seminar ($100)
- ☐ Bailiff/Warrant Officer ($100)

By choosing TMCEC as your MCLE provider, attorney-judges help TMCA pay for expenses not covered by the Court of Criminal Appeals grant. Your voluntary support is appreciated. The CLE fee will be deposited into the grantee's private fund account to cover expenses unallowable under grant guidelines, such as staff compensation, membership services, and building fund.

Name *(please print legibly)*: Last Name: Pannell First Name: Bill MI:
Names you prefer to be called (if different): Female/Male: Male
Position held: Associate Judge Date appointed/hired/elected: Are you also a mayor?:
Emergency contact (Please include name and contact number): Lucy Pannell 832-221-7807

HOUSING INFORMATION - Note: $50 a night single room fee

TMCEC will make all hotel reservations from the information you provide on this form. **TMCEC will pay for a double occupancy room at all regional judges and clerks seminars.** To share with a specific seminar participant, you must indicate that person's name on this form.

☑ I request a private room ($50 per night : 2 # of nights x $50 = $ 100.). TMCEC can only guarantee a private room, type of room (queen, king, or 2 double beds*) is dependent on hotels availability. Special Request:

☐ I request a room shared with a seminar participant. Room will have 2 double beds. TMCEC will assign roommate **or** you may request roommate by entering seminar participant's name here:

☐ I do not need a room at the seminar.

Hotel Arrival Date (this **must** be filled out in order to reserve a room): 1/5/15

*If you bring a companion with you to stay in the hotel, the hotel reserves the right to charge an additional fee.

Municipal Court of: Alvin Email Address:
Court Mailing Address: 216 W. Sealy City: Alvin Zip: 77511
Office Telephone #: 281-388-4250 Court #: Fax: 281-331-6646
Primary City Served: Alvin Other Cities Served:

I plan to attend the following sessions in their entirety:

☑ **Day 1: Pre-Conference, 1 p.m. – 5 p.m. (4 hours)**

(In Tyler, Addison and South Padre Attorney judges seminars, the pre-conference will be a post-conference and will be on Day 3, 1 p.m.-5 p.m.)

☑ **Day 2: Seminar, 8 a.m. – 5 p.m. (8 hours)**

☑ **Day 3: Seminar, 8 a.m. – Noon (4 hours)**

***For judges only: I understand that if I do not attend Day 3 in its entirety, then I am not allowed a hotel room at grant expense on the evening of Day 2. All judges are allowed a hotel at grant expense on the evening of Day 1.**

***Bailiffs/Warrant Officers:** Municipal judge's signature required to attend Bailiffs/Warrant Officers' program.
Judge's Signature: Date:
DOB: TCOLE PID #

I have read and accepted the cancelation policy, which is outlined in full on page 10-11 of the Academic Catalog and under the Registration section of the website, www.tmcec.com. **Full payment is due with the registration form. Registration shall be confirmed only upon receipt of the registration form (with all applicable information completed) and full payment of fees.**

Bill Pannell 10/29/2014
Participant Signature (may only be signed by participant) *Date*

PAYMENT INFORMATION:
Registration/CLE Fee: $ 50.00 + **Housing Fee: $** 100.00 = **Amount Enclosed: $** 150.

- ☐ Check Enclosed *(Make checks payable to TMCEC.)*
- ☐ Credit Card

Credit Card Payment:

	Amount to Charge:	*Credit Card Number*	*Expiration Date*
Credit card type:	$		

- ☐ *MasterCard*
- ☐ *Visa* *Name as it appears on card (print clearly):*
  Authorized signature:

Please return completed form with payment to TMCEC at 2210 Hancock Drive, Austin, TX 78756, or fax to 512.435.6118.

AGENDA COMMENTARY

Discussion Date:

Approval Date: 11/20/2014

Submitted By: Sonya Cates

SUBJECT:

Consider approval of Presiding Judge Donna Starkey to attend the state required educational training in Galveston, TX on February 16 - 18, 2015.

DISCUSSION:

Municipal court judges are required to complete continuing education credits to adequately perform their jobs. The State of Texas has organized a training program so that judges can be informed of the latest laws and practices.

The Judge Training Conference will be held in Galveston, TX on February 16 - 18, 2015.

RECOMMENDATION:

Move to authorize Presiding Judge Donna Starkey to attend the Judge Training Conference in Galveston, TX on February 16 - 18, 2014.

ATTACHMENTS:

1. Registration Form
2.
3.
4.
5.
6.

Submitted by:	Funds Available:	Approved as to Form:	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: 2014.11.03 17:19:57 -06'00'	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: 2014.11.03 17:39:05 -06'00'	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: 2014.11.05 18:09:51 -06'00'	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: 2014.11.13 12:03:43 -06'00'
Department Head	**Finance Director**	**City Attorney**	**City Manager**

TEXAS MUNICIPAL COURTS EDUCATION CENTER
FY15 REGISTRATION FORM:
Regional Judges & Clerks Seminar, Court Administrators, Bailiffs & Warrant Officers, Level III Assessment Clinic, and Traffic Safety Conferences

Conference Date: 2/16/15 - 2/18/15 Conference Site: Galveston

Check one:

- ☑ Non-Attorney Judge ($50)
- ☐ Attorney Judge not-seeking CLE credit ($50)
- ☐ Attorney Judge seeking CLE credit ($150)
- ☐ Regional Clerks ($50)

- ☐ Traffic Safety Conference - Judges & Clerks ($50)
- ☐ Level III Assessment clinic ($100)
- ☐ Court Administrators Seminar ($100)
- ☐ Bailiff/Warrant Officer ($100)

By choosing TMCEC as your MCLE provider, attorney-judges help TMCA pay for expenses not covered by the Court of Criminal Appeals grant. Your voluntary support is appreciated. The CLE fee will be deposited into the grantee's private fund account to cover expenses unallowable under grant guidelines, such as staff compensation, membership services, and building fund.

Name *(please print legibly)*: Last Name: Starkey First Name: Donna MI:
Names you prefer to be called (if different): Female/Male: F
Position held: Presiding Judge Date appointed/hired/elected: 6/92 Are you also a mayor?:
Emergency contact (Please include name and contact number): Glenn Starkey 281-331-7675

HOUSING INFORMATION - Note: $50 a night single room fee

TMCEC will make all hotel reservations from the information you provide on this form. **TMCEC will pay for a double occupancy room at all regional judges and clerks seminars.** To share with a specific seminar participant, you must indicate that person's name on this form.

☑ I request a private room ($50 per night: 2 # of nights x $50 = $ 100.). TMCEC can only guarantee a private room, type of room (queen, king, or 2 double beds*) is dependent on hotels availability. Special Request:

☐ I request a room shared with a seminar participant. Room will have 2 double beds. TMCEC will assign roommate **or** you may request roommate by entering seminar participant's name here:

☐ I do not need a room at the seminar.

Hotel Arrival Date (this **must** be filled out in order to reserve a room): 2/16/15

*If you bring a companion with you to stay in the hotel, the hotel reserves the right to charge an additional fee.

Municipal Court of: Alvin Email Address: dfstargate@aol.com
Court Mailing Address: 216 W Sealy St City: Alvin Zip:
Office Telephone #: 281-388-4250 Court #: 281-388-4251 Fax: 281-331-6646
Primary City Served: Alvin Other Cities Served:

I plan to attend the following sessions in their entirety:

☑ **Day 1: Pre-Conference, 1 p.m. – 5 p.m. (4 hours)**

(In Tyler, Addison and South Padre Attorney judges seminars, the pre-conference will be a post-conference and will be on Day 3, 1 p.m.-5 p.m.)

☑ **Day 2: Seminar, 8 a.m. – 5 p.m. (8 hours)**

☑ **Day 3: Seminar, 8 a.m. – Noon (4 hours)**

***For judges only: I understand that if I do not attend Day 3 in its entirety, then I am not allowed a hotel room at grant expense on the evening of Day 2. All judges are allowed a hotel at grant expense on the evening of Day 1.**

***Bailiffs/Warrant Officers:** Municipal judge's signature required to attend Bailiffs/Warrant Officers' program.
Judge's Signature: Date:
DOB: TCOLE PID #

I have read and accepted the cancelation policy, which is outlined in full on page 10-11 of the Academic Catalog and under the Registration section of the website, www.tmcec.com. **Full payment is due with the registration form. Registration shall be confirmed only upon receipt of the registration form (with all applicable information completed) and full payment of fees.**

Donna Starkey 10/29/14
Participant Signature (may only be signed by participant) *Date*

PAYMENT INFORMATION:
Registration/CLE Fee: $ 50. + **Housing Fee: $** 100. = **Amount Enclosed: $** 150.

- ☐ Check Enclosed *(Make checks payable to TMCEC.)*
- ☐ Credit Card

Credit Card Payment:

Amount to Charge: *Credit Card Number* *Expiration Date*

Credit card type: $

- ☐ *MasterCard*
- ☐ *Visa* *Name as it appears on card (print clearly):*
  Authorized signature:

Please return completed form with payment to TMCEC at 2210 Hancock Drive, Austin, TX 78756, or fax to 512.435.6118.

AGENDA COMMENTARY

Discussion Date: 11/20/2014

Approval Date: 11/20/2014

Submitted By: Amy Mallett

SUBJECT:

Consider approval of the "write-off" of certain utility billing accounts receivables.

DISCUSSION:

City staff is preparing to write-off balances dormant for at least 4 months. These are final bills through 6/30/2014, with a total balance of $23,144.79 on 146 accounts. The City does not have current customer information and this will prevent additional costs of mailing uncollected statements to be charges against the Utility Billing budget. We will place these accounts in write-off status. If any of these customers re-apply for service we will reinstate the bad debt and collect the outstanding balance before new service is established. All account information is retained in the billing software for that procedure.

RECOMMENDATION:

Move to approve Utility Billing staff to "write-off" old accounts receivable balances.

ATTACHMENTS:

1. Write off register
2.
3.
4.
5.
6.

Submitted by:	Funds Available:	Approved as to Form:	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: 2014.11.11 09:51:48 -06'00'		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: 2014.11.11 15:59:16 -06'00'	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: 2014.11.13 12:05:43 -06'00'
Department Head	**Finance Director**	**City Attorney**	**City Manager**

G/L POSTING DATE: 11/10/2014 ** TRANSFER TO BAD DEBT **

PACKET: 23266

POSTING TYPE: BOTH

COMMENT CODE: BAD -BAD DEBT ACCT

FLAG ACCOUNT: NO

ACCOUNT NO	========== NAME ==========	BALANCE LAST BILL						
150-0131-00-0	ISD CENTER LLC	6,710.13	101-COM WA	6,095.24	108-BCGCD	57.32	110-TCEQ	1.14
	** LAST PAYMENT MADE: 9/02/2014	9/24/2013	500-WPEN	556.43				
150-0132-00-0	ISD CENTER LLC	4,494.77	101-COM WA	4,078.96	108-BCGCD	38.38	110-TCEQ	1.05
	** LAST PAYMENT MADE: 9/02/2014	9/24/2013	500-WPEN	376.38				
150-0335-03-0	BOND, LATRES S	33.97	100-WATER	11.09	108-BCGCD	0.11	110-TCEQ	0.60
	** LAST PAYMENT MADE: 5/28/2013	7/16/2013	200-SEWER	21.75	500-WPEN	0.19	501-SPEN	0.23
150-0410-06-0	COOK, TERRENCE J	25.89	100-WATER	10.83	108-BCGCD	0.12	110-TCEQ	0.23
	** LAST PAYMENT MADE: 12/24/2013	1/29/2014	200-SEWER	14.71				
150-0750-10-0	FREEMAN, RODNEY D	24.48	100-WATER	6.92	108-BCGCD	0.06	110-TCEQ	0.40
	** LAST PAYMENT MADE: 2/03/2014	3/25/2014	200-SEWER	17.10				
150-0870-10-0	MUNOZ, GUADALUPE	64.51	100-WATER	20.52	108-BCGCD	0.17	110-TCEQ	0.73
	** LAST PAYMENT MADE: 5/16/2013	7/30/2013	200-SEWER	40.95	500-WPEN	0.90	501-SPEN	1.24
150-0870-11-0	URIETA-CRUZ, OBETH	48.32	100-WATER	16.97	108-BCGCD	0.17	110-TCEQ	0.65
	** LAST PAYMENT MADE: 1/27/2014	3/25/2014	200-SEWER	29.62	500-WPEN	0.51	501-SPEN	0.40
150-1090-08-0	CASTILLO, ABIGAIL N	57.33	100-WATER	33.56	108-BCGCD	0.40	110-TCEQ	0.87
	** LAST PAYMENT MADE: 0/00/0000	11/12/2013	200-SEWER	20.49	500-WPEN	1.67	501-SPEN	0.34
150-1090-09-0	LIEBER, EVAN M	43.42	100-WATER	5.82	108-BCGCD	0.05	110-TCEQ	0.18
	** LAST PAYMENT MADE: 1/27/2014	2/25/2014	200-SEWER	37.37				
150-1280-01-0	PUIG-RUIZ, LESLIE R	144.86	100-WATER	37.89	102-WRECON	20.00	108-BCGCD	0.32
	** LAST PAYMENT MADE: 7/29/2013	9/24/2013	110-TCEQ	1.44	200-SEWER	77.55	500-WPEN	2.72
			501-SPEN	4.94				
150-1300-07-0	JONES, VERONICA S	55.73	100-WATER	16.72	108-BCGCD	0.13	110-TCEQ	0.68
	** LAST PAYMENT MADE: 12/23/2013	2/25/2014	200-SEWER	36.68	500-WPEN	0.57	501-SPEN	0.95
150-1400-08-0	SKINNER, JULIA R	131.51	100-WATER	48.43	108-BCGCD	0.50	110-TCEQ	0.96
	** LAST PAYMENT MADE: 2/24/2014	4/29/2014	200-SEWER	75.40	500-WPEN	3.18	501-SPEN	3.04
150-1480-08-0	GOMEZ, JOSE	26.03	100-WATER	7.39	108-BCGCD	0.05	110-TCEQ	0.34
	** LAST PAYMENT MADE: 11/07/2013	1/29/2014	200-SEWER	18.25				
150-1610-09-0	BEVILL, ZACHARY D	35.30	100-WATER	12.66	108-BCGCD	0.12	110-TCEQ	0.43
	** LAST PAYMENT MADE: 10/08/2013	1/14/2014	200-SEWER	20.08	500-WPEN	0.84	501-SPEN	1.17
150-1650-12-0	MCGUIRE, SUSAN K	43.83	100-WATER	12.30	108-BCGCD	0.09	110-TCEQ	0.56
	** LAST PAYMENT MADE: 1/08/2014	3/25/2014	200-SEWER	30.42	500-WPEN	0.13	501-SPEN	0.33
150-1660-10-0	RUIZ, OLIVIA V	94.79	100-WATER	42.06	108-BCGCD	0.45	110-TCEQ	0.85
	** LAST PAYMENT MADE: 4/01/2014	5/13/2014	200-SEWER	49.13	500-WPEN	0.81	501-SPEN	1.49
150-1920-06-0	POLLARD, RICHARD G	4.04	100-WATER	1.13	108-BCGCD	0.02	110-TCEQ	0.10
	** LAST PAYMENT MADE: 4/15/2014	6/10/2014	200-SEWER	2.79				

G/L POSTING DATE: 11/10/2014 ** TRANSFER TO BAD DEBT **

PACKET: 23266

POSTING TYPE: BOTH

COMMENT CODE: BAD -BAD DEBT ACCT

FLAG ACCOUNT: NO

ACCOUNT NO	========== NAME ==========	BALANCE LAST BILL						
150-2125-04-0	PATNOD, BRITTANY N	40.12	100-WATER	12.28	108-BCGCD	0.09	110-TCEQ	0.55
	** LAST PAYMENT MADE: 12/30/2013	2/25/2014	200-SEWER	26.83	500-WPEN	0.13	501-SPEN	0.24
150-2185-07-0	ENRIQUEZ, TIFFANY	11.71	100-WATER	3.18	108-BCGCD	0.08	110-TCEQ	0.52
	** LAST PAYMENT MADE: 1/22/2014	3/11/2014	200-SEWER	7.87	500-WPEN	0.02	501-SPEN	0.04
150-2200-05-0	GEDDES, CYNTHIA	18.54	100-WATER	8.07	108-BCGCD	0.06	110-TCEQ	0.36
	** LAST PAYMENT MADE: 12/17/2013	2/11/2014	200-SEWER	10.05				
151-0615-02-0	TORRES, MARTHA E	52.85	100-WATER	15.89	108-BCGCD	0.17	110-TCEQ	0.39
	** LAST PAYMENT MADE: 8/14/2013	8/27/2013	200-SEWER	25.50	301-CGARB	10.07	303-SALES	0.83
153-0205-03-0	RISHING, KALLA D	170.40	100-WATER	70.26	108-BCGCD	0.74	110-TCEQ	0.79
	** LAST PAYMENT MADE: 6/03/2013	7/16/2013	200-SEWER	73.36	301-CGARB	20.23	303-SALES	1.67
			500-WPEN	1.42	501-SPEN	1.51	502-GPEN	0.42
153-0475-00-0	OZUNA, AGAPITO	125.58	100-WATER	25.17	102-WRECON	20.00	108-BCGCD	0.24
	** LAST PAYMENT MADE: 4/28/2014	6/10/2014	110-TCEQ	1.50	200-SEWER	39.03	301-CGARB	32.71
			303-SALES	2.70	500-WPEN	1.10	501-SPEN	1.70
			502-GPEN	1.43				
154-2563-02-0	MIRELES, ISAAC	26.53	100-WATER	9.96	108-BCGCD	0.16	110-TCEQ	0.67
	** LAST PAYMENT MADE: 7/25/2013	9/10/2013	200-SEWER	15.04	500-WPEN	0.27	501-SPEN	0.43
154-2563-03-0	BROWN, LEIGH A	29.38	100-WATER	8.51	108-BCGCD	0.10	110-TCEQ	0.60
	** LAST PAYMENT MADE: 0/00/0000	12/23/2013	200-SEWER	19.42	500-WPEN	0.26	501-SPEN	0.49
154-2567-03-0	GUAJARDO, CRISTINA L	79.71	100-WATER	29.58	108-BCGCD	0.27	110-TCEQ	0.84
	** LAST PAYMENT MADE: 6/24/2013	8/27/2013	200-SEWER	45.31	500-WPEN	1.87	501-SPEN	1.84
154-2579-02-0	PEVETO, JOSH W	38.63	100-WATER	17.14	108-BCGCD	0.18	110-TCEQ	0.40
	** LAST PAYMENT MADE: 11/21/2013	1/29/2014	200-SEWER	20.91				
155-0695-05-0	ALLEN, DAMON	93.07	100-WATER	17.72	108-BCGCD	0.13	110-TCEQ	0.81
	** LAST PAYMENT MADE: 10/29/2013	1/14/2014	200-SEWER	43.82	301-CGARB	23.04	303-SALES	1.90
			500-WPEN	1.18	501-SPEN	2.93	502-GPEN	1.54
155-0710-06-0	RAYMER, MICHAEL L	32.69	100-WATER	7.91	108-BCGCD	0.12	110-TCEQ	0.70
	** LAST PAYMENT MADE: 10/02/2013	11/12/2013	200-SEWER	12.73	301-CGARB	9.48	303-SALES	0.78
			500-WPEN	0.29	501-SPEN	0.39	502-GPEN	0.29
155-0860-03-0	CAMP, MATHEW J	91.22	100-WATER	17.79	108-BCGCD	0.13	110-TCEQ	0.83
	** LAST PAYMENT MADE: 1/21/2014	3/25/2014	200-SEWER	43.99	301-CGARB	23.13	303-SALES	1.91
			500-WPEN	0.72	501-SPEN	1.78	502-GPEN	0.94
155-0900-01-0	BARNHILL, CHRIS R	91.82	100-WATER	17.95	108-BCGCD	0.13	110-TCEQ	0.82
	** LAST PAYMENT MADE: 0/00/0000	8/27/2013	200-SEWER	44.33	301-CGARB	23.32	303-SALES	1.92
			500-WPEN	0.70	501-SPEN	1.74	502-GPEN	0.91
155-0980-04-0	COLLINS, TYRONE W	156.63	100-WATER	55.80	108-BCGCD	0.54	110-TCEQ	1.00
	** LAST PAYMENT MADE: 7/01/2013	8/27/2013	200-SEWER	59.69	301-CGARB	28.36	303-SALES	2.34
			500-WPEN	4.49	501-SPEN	2.99	502-GPEN	1.42

G/L POSTING DATE: 11/10/2014 ** TRANSFER TO BAD DEBT **

PACKET: 23266

POSTING TYPE: BOTH

COMMENT CODE: BAD -BAD DEBT ACCT

FLAG ACCOUNT: NO

ACCOUNT NO	========== NAME ==========	BALANCE LAST BILL						
155-0995-00-0	GUZMAN, MRS F	127.77	100-WATER	25.60	102-WRECON	20.00	108-BCGCD	0.25
	** LAST PAYMENT MADE: 1/23/2014	3/11/2014	110-TCEQ	1.55	200-SEWER	39.69	301-CGARB	33.26
			303-SALES	2.75	500-WPEN	1.21	501-SPEN	1.88
			502-GPEN	1.58				
155-1045-00-0	LOPEZ, AUGUSTIN	142.85	100-WATER	34.93	108-BCGCD	0.27	110-TCEQ	1.50
	** LAST PAYMENT MADE: 4/01/2014	6/10/2014	200-SEWER	51.12	301-CGARB	42.84	303-SALES	3.54
			500-WPEN	2.39	501-SPEN	3.40	502-GPEN	2.86
156-0015-07-0	CRUZ, LOVELLA R	75.23	100-WATER	17.82	108-BCGCD	0.15	110-TCEQ	0.66
	** LAST PAYMENT MADE: 12/17/2013	2/25/2014	200-SEWER	34.97	301-CGARB	18.39	303-SALES	1.52
			500-WPEN	0.44	501-SPEN	0.84	502-GPEN	0.44
156-0040-05-0	MOSER, II DAVID L	5.00	100-WATER	0.99	108-BCGCD	0.01	110-TCEQ	0.06
	** LAST PAYMENT MADE: 5/19/2014	12/23/2013	200-SEWER	2.43	301-CGARB	1.28	303-SALES	0.11
			500-WPEN	0.03	501-SPEN	0.06	502-GPEN	0.03
156-0125-06-0	MENA, LINDA	84.96	100-WATER	20.74	108-BCGCD	0.23	110-TCEQ	0.47
	** LAST PAYMENT MADE: 3/25/2014	5/13/2014	200-SEWER	45.99	301-CGARB	16.20	303-SALES	1.33
156-0360-13-0	PAYNE, JOHN D	50.24	100-WATER	12.19	108-BCGCD	0.16	110-TCEQ	0.81
	** LAST PAYMENT MADE: 3/25/2014	5/13/2014	200-SEWER	21.70	301-CGARB	12.64	303-SALES	1.04
			500-WPEN	0.48	501-SPEN	0.77	502-GPEN	0.45
156-0860-06-0	WILLIAMS, MATTHEW A	130.77	100-WATER	70.39	108-BCGCD	0.74	110-TCEQ	1.07
	** LAST PAYMENT MADE: 7/25/2013	8/13/2013	200-SEWER	28.16	301-CGARB	23.61	303-SALES	1.94
			500-WPEN	3.07	501-SPEN	0.97	502-GPEN	0.82
156-0946-03-0	RECENDEZ, PRECILIANO	28.70	100-WATER	9.96	108-BCGCD	0.08	110-TCEQ	0.35
	** LAST PAYMENT MADE: 9/18/2013	10/15/2013	200-SEWER	12.67	301-CGARB	5.21	303-SALES	0.43
156-0965-03-0	RODRIGUEZ, AMY L	172.43	100-WATER	54.94	108-BCGCD	0.55	110-TCEQ	1.09
	** LAST PAYMENT MADE: 6/27/2013	8/27/2013	200-SEWER	72.31	301-CGARB	30.98	303-SALES	2.56
			500-WPEN	4.40	501-SPEN	3.92	502-GPEN	1.68
157-0460-05-0	RESENDEZ, JOSHUA L	218.69	100-WATER	83.59	108-BCGCD	0.82	110-TCEQ	1.16
	** LAST PAYMENT MADE: 5/15/2013	7/30/2013	200-SEWER	83.28	301-CGARB	33.33	303-SALES	2.75
			500-WPEN	7.23	501-SPEN	4.66	502-GPEN	1.87
157-0580-16-0	CANTU, KATHERINE E	109.07	100-WATER	38.77	108-BCGCD	0.38	110-TCEQ	0.89
	** LAST PAYMENT MADE: 10/21/2013	12/23/2013	200-SEWER	41.98	301-CGARB	22.08	303-SALES	1.82
			500-WPEN	1.55	501-SPEN	1.05	502-GPEN	0.55
157-0580-17-0	LOREDO, RUBEN F	6.36	100-WATER	1.88	108-BCGCD	0.02	110-TCEQ	0.07
	** LAST PAYMENT MADE: 4/22/2014	5/27/2014	200-SEWER	2.80	301-CGARB	1.47	303-SALES	0.12
157-0735-06-0	WILLIAMS, PAIGE E	131.25	100-WATER	28.18	108-BCGCD	0.21	110-TCEQ	1.28
	** LAST PAYMENT MADE: 1/23/2014	4/29/2014	200-SEWER	54.25	301-CGARB	36.62	303-SALES	3.03
			500-WPEN	1.72	501-SPEN	3.72	502-GPEN	2.24
157-0790-04-0	KRUEGER, DAWNA M	50.12	100-WATER	13.18	108-BCGCD	0.13	110-TCEQ	0.39
	** LAST PAYMENT MADE: 7/02/2013	8/13/2013	200-SEWER	26.40	301-CGARB	13.88	303-SALES	1.14
			400-EMS	5.00-				

G/L POSTING DATE: 11/10/2014 ** TRANSFER TO BAD DEBT **

PACKET: 23266

POSTING TYPE: BOTH

COMMENT CODE: BAD -BAD DEBT ACCT

FLAG ACCOUNT: NO

ACCOUNT NO	========== NAME ==========	BALANCE LAST BILL							
157-0790-05-0	MCQUEEN, STERLING W	42.28	100-WATER	10.31	108-BCGCD	0.10	110-TCEQ	0.35
	** LAST PAYMENT MADE: 10/28/2013	12/10/2013	200-SEWER	18.78	301-CGARB	9.88	303-SALES	0.82
			500-WPEN	0.61	501-SPEN	0.94	502-GPEN	0.49
158-0160-01-0	HILTON, VIRGINIA L	78.43	100-WATER	17.84	108-BCGCD	0.14	110-TCEQ	0.77
	** LAST PAYMENT MADE: 8/28/2013	10/29/2013	200-SEWER	33.21	301-CGARB	22.02	303-SALES	1.82
			500-WPEN	0.69	501-SPEN	1.17	502-GPEN	0.77
260-0150-10-0	AGAR, TIMOTHY W	23.69	100-WATER	8.34	108-BCGCD	0.09	110-TCEQ	0.19
	** LAST PAYMENT MADE: 3/20/2014	5/13/2014	200-SEWER	15.07				
260-0410-11-0	EARLS, CHRISTINE C	119.67	100-WATER	47.39	108-BCGCD	0.49	110-TCEQ	0.95
	** LAST PAYMENT MADE: 5/05/2014	6/10/2014	200-SEWER	46.38	301-CGARB	18.76	303-SALES	1.54
			500-WPEN	1.94	501-SPEN	1.58	502-GPEN	0.64
260-0740-03-0	DEROUEN, KENNETH W	116.22	100-WATER	23.93	108-BCGCD	0.24	110-TCEQ	1.33
	** LAST PAYMENT MADE: 12/10/2013	2/11/2014	200-SEWER	53.95	301-CGARB	28.37	303-SALES	2.34
			500-WPEN	1.44	501-SPEN	3.03	502-GPEN	1.59
260-0830-07-0	HILL, WILLIAM B	191.54	100-WATER	47.77	108-BCGCD	0.57	110-TCEQ	1.55
	** LAST PAYMENT MADE: 5/30/2013	8/13/2013	200-SEWER	96.05	301-CGARB	31.03	303-SALES	2.56
			500-WPEN	3.91	501-SPEN	6.12	502-GPEN	1.98
261-0205-07-0	LIENDRO, ANNA	153.62	100-WATER	102.41	108-BCGCD	1.03	110-TCEQ	0.69
	** LAST PAYMENT MADE: 7/09/2013	8/13/2013	200-SEWER	43.85	500-WPEN	4.60	501-SPEN	1.04
261-0220-09-0	WEILBACHER, JOSHUA R	42.46	100-WATER	15.00	108-BCGCD	0.14	110-TCEQ	0.49
	** LAST PAYMENT MADE: 5/14/2013	7/16/2013	200-SEWER	24.15	500-WPEN	1.12	501-SPEN	1.56
261-0220-10-0	CARROLL, MICHAEL B	40.26	100-WATER	18.57	108-BCGCD	0.17	110-TCEQ	0.62
	** LAST PAYMENT MADE: 1/06/2014	2/11/2014	200-SEWER	20.42	500-WPEN	0.16	501-SPEN	0.32
261-1130-04-0	ANDERSON, CATHY M	62.17	100-WATER	15.14	108-BCGCD	0.11	110-TCEQ	0.67
	** LAST PAYMENT MADE: 3/27/2014	6/10/2014	200-SEWER	23.49	301-CGARB	19.68	303-SALES	1.63
			500-WPEN	0.38	501-SPEN	0.58	502-GPEN	0.49
261-1200-00-0	HARE, SHERRY LYNNE	193.21	100-WATER	72.70	108-BCGCD	0.74	110-TCEQ	1.06
	** LAST PAYMENT MADE: 5/07/2013	7/16/2013	200-SEWER	72.79	301-CGARB	30.08	303-SALES	2.48
			500-WPEN	6.50	501-SPEN	4.85	502-GPEN	2.01
262-0395-06-0	MCCASLAND, MICHAEL B	65.58	100-WATER	21.54	108-BCGCD	0.24	110-TCEQ	0.46
	** LAST PAYMENT MADE: 6/09/2014	6/17/2014	200-SEWER	33.33	301-CGARB	9.24	303-SALES	0.77
262-0480-11-0	ALBERT, JAMES J	51.30	100-WATER	15.92	108-BCGCD	0.18	110-TCEQ	0.34
	** LAST PAYMENT MADE: 10/08/2013	11/12/2013	200-SEWER	22.22	301-CGARB	11.68	303-SALES	0.96
262-0495-05-0	BARAJAS, RASHEL N	136.70	100-WATER	65.75	108-BCGCD	0.66	110-TCEQ	1.14
	** LAST PAYMENT MADE: 10/10/2013	11/12/2013	200-SEWER	37.02	301-CGARB	24.76	303-SALES	2.04
			500-WPEN	2.79	501-SPEN	1.52	502-GPEN	1.02
262-0495-06-0	GARCIA, AMANDA	116.70	100-WATER	30.34	108-BCGCD	0.37	110-TCEQ	1.38
	** LAST PAYMENT MADE: 12/31/2013	3/11/2014	200-SEWER	49.40	301-CGARB	25.97	303-SALES	2.15
			500-WPEN	2.24	501-SPEN	3.18	502-GPEN	1.67

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ACCOUNT NO	========== NAME ==========	BALANCE LAST BILL							
262-0635-02-0	JAMES, KATHERINE D	106.56	100-WATER	50.26	108-BCGCD	0.50	110-TCEQ	0.34
	** LAST PAYMENT MADE: 10/03/2013	11/12/2013	200-SEWER	42.00	301-CGARB	12.44	303-SALES	1.02
262-0770-03-0	KRISCHKE, LISA K	282.69	100-WATER	168.16	108-BCGCD	1.69	110-TCEQ	1.12
	** LAST PAYMENT MADE: 6/04/2013	8/13/2013	200-SEWER	62.05	301-CGARB	32.64	303-SALES	2.69
			500-WPEN	9.26	501-SPEN	3.33	502-GPEN	1.75
263-0235-06-0	WYCKOFF, DERRIK R	49.95	100-WATER	11.37	108-BCGCD	0.10	110-TCEQ	0.59
	** LAST PAYMENT MADE: 8/27/2013	10/29/2013	200-SEWER	22.16	301-CGARB	14.09	303-SALES	1.16
			500-WPEN	0.15	501-SPEN	0.20	502-GPEN	0.13
263-0680-03-0	TODD, CHRISTOPHER J	64.51	100-WATER	20.94	108-BCGCD	0.28	110-TCEQ	0.89
	** LAST PAYMENT MADE: 4/29/2014	6/10/2014	200-SEWER	23.91	301-CGARB	14.83	303-SALES	1.22
			500-WPEN	0.98	501-SPEN	0.90	502-GPEN	0.56
263-0805-14-0	SANDBERG, EMILY K	88.37	100-WATER	20.94	108-BCGCD	0.21	110-TCEQ	1.16
	** LAST PAYMENT MADE: 0/00/0000	5/13/2014	200-SEWER	39.93	301-CGARB	20.99	303-SALES	1.73
			500-WPEN	1.02	501-SPEN	1.57	502-GPEN	0.82
263-0810-13-0	ROVICK, DAVID A	18.65	100-WATER	4.70	108-BCGCD	0.03	110-TCEQ	0.20
	** LAST PAYMENT MADE: 7/02/2013	8/13/2013	200-SEWER	12.12	301-CGARB	6.10	303-SALES	0.50
			400-EMS	5.00-				
263-0815-11-0	TOWNLEY, JUSTIN P	94.13	100-WATER	10.35	108-BCGCD	0.05	110-TCEQ	1.20
	** LAST PAYMENT MADE: 2/26/2014	5/13/2014	200-SEWER	50.11	301-CGARB	26.35	303-SALES	2.17
			500-WPEN	0.51	501-SPEN	2.22	502-GPEN	1.17
263-0820-18-0	GIBSON, LONNIE R	47.65	100-WATER	11.93	108-BCGCD	0.12	110-TCEQ	0.32
	** LAST PAYMENT MADE: 6/04/2013	7/16/2013	200-SEWER	23.61	301-CGARB	10.78	303-SALES	0.89
263-0920-04-0	PIETSCH, JOHN M	155.45	100-WATER	33.24	108-BCGCD	0.32	110-TCEQ	0.95
	** LAST PAYMENT MADE: 3/05/2014	5/13/2014	200-SEWER	83.62	301-CGARB	27.64	303-SALES	2.28
			500-WPEN	2.19	501-SPEN	3.91	502-GPEN	1.30
264-0120-09-0	SECOND OPPORTUNITY RESALE	15.53	101-COM WA	2.83	108-BCGCD	0.02	110-TCEQ	0.12
	** LAST PAYMENT MADE: 0/00/0000	2/11/2014	201-COM SE	4.32	300-RGARB	7.61	303-SALES	0.63
264-0145-05-0	RECENDEZ, MARIA E	135.42	100-WATER	23.61	108-BCGCD	0.27	110-TCEQ	1.43
	** LAST PAYMENT MADE: 3/27/2014	6/10/2014	200-SEWER	72.30	301-CGARB	27.49	303-SALES	2.28
			500-WPEN	1.61	501-SPEN	4.66	502-GPEN	1.77
264-0265-06-0	STEINBACH, ASHLEIGH N	109.78	100-WATER	25.35	108-BCGCD	0.18	110-TCEQ	0.85
	** LAST PAYMENT MADE: 6/04/2013	8/13/2013	200-SEWER	48.77	301-CGARB	28.49	303-SALES	2.35
			500-WPEN	1.10	501-SPEN	1.70	502-GPEN	0.99
264-0335-00-0	BECERRA, NORA	57.13	100-WATER	20.86	108-BCGCD	0.23	110-TCEQ	0.33
	** LAST PAYMENT MADE: 10/01/2013	11/12/2013	200-SEWER	23.40	301-CGARB	11.37	303-SALES	0.94
264-0980-00-0	SALAZAR, REFUGIO/MARIA M	36.90	100-WATER	7.46	108-BCGCD	0.07	110-TCEQ	0.42
	** LAST PAYMENT MADE: 1/08/2014	1/29/2014	200-SEWER	18.45	301-CGARB	9.70	303-SALES	0.80
264-1200-03-0	RODRIGUEZ, SALVADOR	78.47	100-WATER	29.52	108-BCGCD	0.29	110-TCEQ	0.89
	** LAST PAYMENT MADE: 5/08/2014	6/10/2014	200-SEWER	45.19	500-WPEN	0.93	501-SPEN	1.65

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265-0010-08-0	DAVIS, KENNETH W	73.71	100-WATER	18.26	108-BCGCD	0.17	110-TCEQ	0.71
	** LAST PAYMENT MADE: 2/12/2014	4/29/2014	200-SEWER	33.40	301-CGARB	18.47	303-SALES	1.53
			500-WPEN	0.43	501-SPEN	0.44	502-GPEN	0.30
265-0035-11-0	MITCHAM, BRANDON S	51.12	100-WATER	15.76	108-BCGCD	0.13	110-TCEQ	0.66
	** LAST PAYMENT MADE: 7/08/2013	8/13/2013	200-SEWER	21.50	301-CGARB	11.30	303-SALES	0.94
			500-WPEN	0.19	501-SPEN	0.42	502-GPEN	0.22
265-0055-12-0	DAVIS, LARRY S	68.83	100-WATER	16.03	108-BCGCD	0.20	110-TCEQ	0.89
	** LAST PAYMENT MADE: 4/07/2014	5/13/2014	200-SEWER	32.46	301-CGARB	15.38	303-SALES	1.27
			500-WPEN	0.85	501-SPEN	1.19	502-GPEN	0.56
265-0060-10-0	LOPEZ, JESUS D	39.63	100-WATER	11.06	108-BCGCD	0.12	110-TCEQ	0.27
	** LAST PAYMENT MADE: 12/03/2013	1/14/2014	200-SEWER	17.96	301-CGARB	9.44	303-SALES	0.78
265-0105-00-0	CLARK, HAROLD	90.67	100-WATER	21.59	108-BCGCD	0.16	110-TCEQ	0.98
	** LAST PAYMENT MADE: 3/24/2014	6/10/2014	200-SEWER	33.48	301-CGARB	28.06	303-SALES	2.32
			500-WPEN	1.06	501-SPEN	1.64	502-GPEN	1.38
265-0170-05-0	BRISENO, CYNTHIA A	94.23	100-WATER	22.89	108-BCGCD	0.20	110-TCEQ	0.77
	** LAST PAYMENT MADE: 6/06/2013	8/13/2013	200-SEWER	42.23	301-CGARB	22.92	303-SALES	1.89
			500-WPEN	1.12	501-SPEN	1.43	502-GPEN	0.78
265-0250-01-0	LARA, RAUL B	8.95	100-WATER	2.32	108-BCGCD	0.02	110-TCEQ	0.09
	** LAST PAYMENT MADE: 6/04/2013	7/16/2013	200-SEWER	3.76	301-CGARB	2.55	303-SALES	0.21
265-0275-15-0	MARSHELL, CRYSTAL D	125.96	100-WATER	42.88	108-BCGCD	0.44	110-TCEQ	1.01
	** LAST PAYMENT MADE: 5/14/2014	6/10/2014	200-SEWER	54.57	301-CGARB	21.12	303-SALES	1.74
			500-WPEN	1.57	501-SPEN	1.90	502-GPEN	0.73
265-0825-09-0	ESQUIVEL, GRACIE R	112.17	100-WATER	26.19	108-BCGCD	0.24	110-TCEQ	0.84
	** LAST PAYMENT MADE: 3/03/2014	5/13/2014	200-SEWER	54.38	301-CGARB	23.98	303-SALES	1.98
			500-WPEN	1.52	501-SPEN	2.07	502-GPEN	0.97
265-0910-08-0	HALEWYN, BRITNEY A	21.61	100-WATER	4.82	108-BCGCD	0.04	110-TCEQ	0.21
	** LAST PAYMENT MADE: 3/04/2014	4/15/2014	200-SEWER	8.67	301-CGARB	7.27	303-SALES	0.60
265-1015-06-0	THOMAS, ANGELA D	10.76	100-WATER	3.37	108-BCGCD	0.03	110-TCEQ	0.11
	** LAST PAYMENT MADE: 1/06/2014	1/29/2014	200-SEWER	4.62	301-CGARB	2.43	303-SALES	0.20
265-1015-07-0	CURRY, VANESSA S	91.53	100-WATER	20.14	108-BCGCD	0.24	110-TCEQ	1.28
	** LAST PAYMENT MADE: 0/00/0000	6/10/2014	200-SEWER	41.21	301-CGARB	21.67	303-SALES	1.79
			500-WPEN	1.34	501-SPEN	2.53	502-GPEN	1.33
265-1073-12-0	OLVERA, KARYN	162.60	100-WATER	87.27	108-BCGCD	0.88	110-TCEQ	1.13
	** LAST PAYMENT MADE: 6/25/2013	8/13/2013	200-SEWER	42.47	301-CGARB	22.33	303-SALES	1.85
			500-WPEN	4.09	501-SPEN	1.69	502-GPEN	0.89
265-1180-05-0	FOREMAN, BREEANNA	95.62	100-WATER	40.13	108-BCGCD	0.45	110-TCEQ	1.02
	** LAST PAYMENT MADE: 0/00/0000	6/10/2014	200-SEWER	31.83	301-CGARB	16.74	303-SALES	1.38
			500-WPEN	2.69	501-SPEN	0.91	502-GPEN	0.47

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265-1185-09-0	ROGERS, GREGORY J	49.44	100-WATER	9.87	108-BCGCD	0.10	110-TCEQ	0.61
	** LAST PAYMENT MADE: 7/18/2013	9/24/2013	200-SEWER	24.38	301-CGARB	12.83	303-SALES	1.06
			500-WPEN	0.12	501-SPEN	0.31	502-GPEN	0.16
265-1185-10-0	SMALL, DYLAN R	81.52	100-WATER	15.72	108-BCGCD	0.19	110-TCEQ	1.16
	** LAST PAYMENT MADE: 0/00/0000	1/14/2014	200-SEWER	38.84	301-CGARB	20.43	303-SALES	1.69
			500-WPEN	0.73	501-SPEN	1.81	502-GPEN	0.95
266-0055-09-0	BENJAMIN, CHARLENE W	118.64	100-WATER	31.89	108-BCGCD	0.39	110-TCEQ	1.38
	** LAST PAYMENT MADE: 3/19/2014	6/10/2014	200-SEWER	49.73	301-CGARB	26.15	303-SALES	2.16
			500-WPEN	2.06	501-SPEN	3.20	502-GPEN	1.68
266-0065-13-0	LEBLANC, LONNY R	117.02	100-WATER	26.26	108-BCGCD	0.29	110-TCEQ	1.34
	** LAST PAYMENT MADE: 12/04/2013	2/11/2014	200-SEWER	52.79	301-CGARB	27.76	303-SALES	2.29
			500-WPEN	1.62	501-SPEN	3.06	502-GPEN	1.61
266-0075-06-0	LANKFORD, CINDEL L	45.41	100-WATER	16.60	108-BCGCD	0.18	110-TCEQ	0.31
	** LAST PAYMENT MADE: 3/04/2014	4/15/2014	200-SEWER	17.06	301-CGARB	10.40	303-SALES	0.86
266-0240-00-0	MOLINA, DAVID F	9.31	100-WATER	2.36	108-BCGCD	0.02	110-TCEQ	0.09
	** LAST PAYMENT MADE: 5/22/2013	7/16/2013	200-SEWER	4.04	301-CGARB	2.59	303-SALES	0.21
266-0535-03-0	MORENO, TERESA	124.36	100-WATER	24.01	108-BCGCD	0.17	110-TCEQ	1.08
	** LAST PAYMENT MADE: 11/06/2013	1/14/2014	200-SEWER	59.32	301-CGARB	31.18	303-SALES	2.57
			500-WPEN	1.26	501-SPEN	3.13	502-GPEN	1.64
266-0567-02-0	CURTIS, BRYAN K	116.27	100-WATER	23.79	108-BCGCD	0.23	110-TCEQ	1.32
	** LAST PAYMENT MADE: 11/13/2013	1/14/2014	200-SEWER	54.22	301-CGARB	28.51	303-SALES	2.36
			500-WPEN	1.30	501-SPEN	2.98	502-GPEN	1.56
266-0925-15-0	DE LOS SANTOS, JANIE	111.44	100-WATER	55.88	108-BCGCD	0.56	110-TCEQ	0.80
	** LAST PAYMENT MADE: 7/02/2013	8/13/2013	200-SEWER	36.48	301-CGARB	12.76	303-SALES	1.05
			500-WPEN	2.25	501-SPEN	1.23	502-GPEN	0.43
266-0999-07-0	SAVAGE, SUSAN C	17.76	100-WATER	7.54	108-BCGCD	0.07	110-TCEQ	0.23
	** LAST PAYMENT MADE: 12/09/2013	1/29/2014	200-SEWER	9.92				
267-0265-01-0	RICHARDS, LESLIE A	10.54	100-WATER	2.12	108-BCGCD	0.03	110-TCEQ	0.18
	** LAST PAYMENT MADE: 10/08/2013	10/29/2013	200-SEWER	5.23	301-CGARB	2.75	303-SALES	0.23
267-0610-07-0	RADLEY, YVONNE L	83.04	100-WATER	20.69	108-BCGCD	0.20	110-TCEQ	0.76
	** LAST PAYMENT MADE: 1/14/2014	2/25/2014	200-SEWER	37.97	301-CGARB	19.96	303-SALES	1.65
			500-WPEN	0.71	501-SPEN	0.72	502-GPEN	0.38
267-0895-07-0	ORTIZ, CELEDONIO JR	179.87	100-WATER	54.48	108-BCGCD	0.59	110-TCEQ	1.46
	** LAST PAYMENT MADE: 2/06/2014	4/15/2014	200-SEWER	75.39	301-CGARB	36.24	303-SALES	2.99
			500-WPEN	3.39	501-SPEN	3.49	502-GPEN	1.84
269-0010-00-0	ADCOCK, RICHARD, DR	134.09	102-WRECON	20.00	300-RGARB	99.68	303-SALES	8.23
	** LAST PAYMENT MADE: 12/05/2013	2/11/2014	502-GPEN	6.18				
371-0100-04-0	HOKE, ANGELA R	40.82	100-WATER	15.57	108-BCGCD	0.17	110-TCEQ	0.32
	** LAST PAYMENT MADE: 6/25/2013	7/16/2013	200-SEWER	16.28	301-CGARB	7.83	303-SALES	0.65

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ACCOUNT NO	========== NAME ==========	BALANCE LAST BILL						
371-0415-03-0	RENKEN, KARISSA M	19.17	100-WATER	5.87	108-BCGCD	0.05	110-TCEQ	0.21
	** LAST PAYMENT MADE: 8/13/2013	9/10/2013	200-SEWER	8.31	301-CGARB	4.37	303-SALES	0.36
372-0250-04-0	PETERSON, CLAIRE N	252.32	100-WATER	156.48	108-BCGCD	1.56	110-TCEQ	1.09
	** LAST PAYMENT MADE: 9/05/2013	11/12/2013	200-SEWER	55.72	301-CGARB	28.62	303-SALES	2.36
			500-WPEN	4.04	501-SPEN	1.62	502-GPEN	0.83
372-0250-05-0	GUERRA, VERONICA	209.84	100-WATER	127.74	108-BCGCD	1.26	110-TCEQ	1.14
	** LAST PAYMENT MADE: 0/00/0000	12/10/2013	200-SEWER	47.68	301-CGARB	25.08	303-SALES	2.07
			500-WPEN	2.96	501-SPEN	1.25	502-GPEN	0.66
372-0910-04-0	RODRIGUEZ, SALVADOR	49.79	100-WATER	15.51	108-BCGCD	0.17	110-TCEQ	0.24
	** LAST PAYMENT MADE: 6/25/2013	7/16/2013	200-SEWER	26.32	301-CGARB	6.97	303-SALES	0.58
373-0055-00-0	ORNELAS, HERMAN R	86.63	100-WATER	35.72	108-BCGCD	0.37	110-TCEQ	0.39
	** LAST PAYMENT MADE: 7/17/2013	8/27/2013	200-SEWER	34.29	301-CGARB	14.65	303-SALES	1.21
374-0455-01-0	DUKE, ROBERT L	40.14	100-WATER	12.80	108-BCGCD	0.14	110-TCEQ	0.28
	** LAST PAYMENT MADE: 7/08/2013	7/16/2013	200-SEWER	16.75	301-CGARB	9.40	303-SALES	0.77
374-0500-09-0	HATHCOAT, JOSH A	133.88	100-WATER	37.97	108-BCGCD	0.39	110-TCEQ	0.96
	** LAST PAYMENT MADE: 11/26/2013	2/11/2014	200-SEWER	56.44	301-CGARB	29.67	303-SALES	2.45
			500-WPEN	2.20	501-SPEN	2.49	502-GPEN	1.31
375-0140-05-0	BLACK, ROBERT C	8.65	100-WATER	2.00	108-BCGCD	0.02	110-TCEQ	0.08
	** LAST PAYMENT MADE: 3/31/2014	5/13/2014	200-SEWER	3.76	301-CGARB	2.58	303-SALES	0.21
376-0265-00-0	PENNINGTON, KATHERINE M/WIL	7.23	100-WATER	3.12	108-BCGCD	0.02	110-TCEQ	0.14
	** LAST PAYMENT MADE: 7/10/2013	8/27/2013	200-SEWER	2.71	301-CGARB	1.15	303-SALES	0.09
377-1080-01-0	TYDINGS, WILLIAM B	18.35	100-WATER	3.95	108-BCGCD	0.09	110-TCEQ	0.53
	** LAST PAYMENT MADE: 9/30/2013	11/25/2013	200-SEWER	8.05	301-CGARB	5.14	303-SALES	0.42
			500-WPEN	0.04	501-SPEN	0.08	502-GPEN	0.05
377-1110-02-0	HAUSER, NICHOLAS E	48.74	100-WATER	9.90	108-BCGCD	0.06	110-TCEQ	0.36
	** LAST PAYMENT MADE: 7/08/2013	8/27/2013	200-SEWER	24.48	301-CGARB	12.88	303-SALES	1.06
377-1560-00-0	PETTY, JERRY D/ALBERTA	95.94	100-WATER	24.13	108-BCGCD	0.23	110-TCEQ	0.73
	** LAST PAYMENT MADE: 12/05/2013	1/14/2014	200-SEWER	47.40	301-CGARB	20.41	500-WPEN	0.86
			501-SPEN	1.52	502-GPEN	0.66		
377-2500-04-0	SHAW, BRENDA K	82.49	100-WATER	24.03	108-BCGCD	0.23	110-TCEQ	0.74
	** LAST PAYMENT MADE: 7/01/2013	9/10/2013	200-SEWER	35.18	301-CGARB	18.50	303-SALES	1.53
			500-WPEN	0.89	501-SPEN	0.91	502-GPEN	0.48
377-2650-05-0	DILLMAN, TARYN N	25.17	100-WATER	9.16	108-BCGCD	0.10	110-TCEQ	0.21
	** LAST PAYMENT MADE: 5/07/2014	6/10/2014	200-SEWER	9.76	301-CGARB	5.49	303-SALES	0.45
480-0110-03-0	SANDOVAL, FRANCISCO	46.98	100-WATER	9.65	108-BCGCD	0.12	110-TCEQ	0.67
	** LAST PAYMENT MADE: 9/10/2013	11/12/2013	200-SEWER	22.99	301-CGARB	11.64	303-SALES	0.96
			500-WPEN	0.24	501-SPEN	0.47	502-GPEN	0.24

G/L POSTING DATE: 11/10/2014 ** TRANSFER TO BAD DEBT **

PACKET: 23266

POSTING TYPE: BOTH

COMMENT CODE: BAD -BAD DEBT ACCT

FLAG ACCOUNT: NO

ACCOUNT NO	========== NAME ==========	BALANCE LAST BILL								
480-0160-10-0	WOOD, CRAIG J	119.42	100-WATER	50.84	108-BCGCD	0.54	110-TCEQ	0.88
	** LAST PAYMENT MADE: 4/24/2014	6/10/2014	200-SEWER	39.72	301-CGARB	23.21	303-SALES	1.92
			500-WPEN	0.85	501-SPEN	0.92	502-GPEN	0.54
480-0253-02-0	MACIAS, OSCAR	11.45	100-WATER	3.26	108-BCGCD	0.02	110-TCEQ	0.15
	** LAST PAYMENT MADE: 0/00/0000	9/24/2013	200-SEWER	8.02				
480-1020-07-0	STUBBLEFIELD, JEREMY L	40.50	100-WATER	10.52	108-BCGCD	0.12	110-TCEQ	0.62
	** LAST PAYMENT MADE: 9/10/2013	11/12/2013	200-SEWER	16.20	301-CGARB	11.38	303-SALES	0.94
			500-WPEN	0.29	501-SPEN	0.25	502-GPEN	0.18
480-2582-05-0	MARTINEZ, APRIL M	18.82	100-WATER	18.35	108-BCGCD	0.12	110-TCEQ	0.35
	** LAST PAYMENT MADE: 6/19/2013	7/30/2013						
480-2810-11-0	CHLAMON, RICKY J	62.19	100-WATER	19.00	108-BCGCD	0.16	110-TCEQ	0.71
	** LAST PAYMENT MADE: 7/23/2013	9/24/2013	200-SEWER	40.37	500-WPEN	0.77	501-SPEN	1.18
481-0635-02-0	SAVAGE, JESSICA A	149.76	100-WATER	58.01	108-BCGCD	0.62	110-TCEQ	1.01
	** LAST PAYMENT MADE: 8/13/2013	10/15/2013	200-SEWER	49.58	301-CGARB	30.60	303-SALES	2.53
			500-WPEN	3.61	501-SPEN	2.35	502-GPEN	1.45
481-0635-03-0	POTTS, MARISSA L	13.31	100-WATER	2.86	108-BCGCD	0.02	110-TCEQ	0.12
	** LAST PAYMENT MADE: 3/12/2014	4/15/2014	200-SEWER	6.57	301-CGARB	3.45	303-SALES	0.29
481-1130-05-0	FUENTES, MARGIE S	193.10	100-WATER	96.15	108-BCGCD	1.00	110-TCEQ	1.10
	** LAST PAYMENT MADE: 4/22/2014	6/10/2014	200-SEWER	56.71	301-CGARB	30.56	303-SALES	2.52
			500-WPEN	2.60	501-SPEN	1.60	502-GPEN	0.86
481-1170-06-0	BILLERBECK, JERRY L	128.71	100-WATER	26.30	108-BCGCD	0.21	110-TCEQ	0.93
	** LAST PAYMENT MADE: 12/17/2013	1/14/2014	200-SEWER	64.71	301-CGARB	28.85	303-SALES	2.38
			500-WPEN	1.35	501-SPEN	2.75	502-GPEN	1.23
481-1250-00-0	HAM, LINDY E	153.96	100-WATER	29.81	108-BCGCD	0.22	110-TCEQ	1.37
	** LAST PAYMENT MADE: 2/24/2014	4/15/2014	200-SEWER	71.62	301-CGARB	38.73	303-SALES	3.20
			500-WPEN	1.92	501-SPEN	4.60	502-GPEN	2.49
482-0605-02-0	WHALEY, AMANDA D	66.44	100-WATER	23.25	108-BCGCD	0.25	110-TCEQ	0.38
	** LAST PAYMENT MADE: 1/15/2014	2/25/2014	200-SEWER	27.59	301-CGARB	13.83	303-SALES	1.14
483-0421-01-0	OLIVER GAMEROOM	65.76	101-COM WA	5.68	108-BCGCD	0.04	110-TCEQ	0.25
	** LAST PAYMENT MADE: 4/01/2014	6/17/2014	201-COM SE	8.63	300-RGARB	47.26	303-SALES	3.90
484-0830-02-0	STRANGE, LOLA K	7.70	100-WATER	2.37	108-BCGCD	0.02	110-TCEQ	0.06
	** LAST PAYMENT MADE: 3/18/2014	5/27/2014	200-SEWER	2.87	301-CGARB	1.76	303-SALES	0.15
			500-WPEN	0.15	501-SPEN	0.20	502-GPEN	0.12
484-1559-03-0	ELLIS, TASHA R	131.85	100-WATER	42.10	108-BCGCD	0.46	110-TCEQ	0.94
	** LAST PAYMENT MADE: 3/24/2014	6/17/2014	200-SEWER	53.88	301-CGARB	26.76	303-SALES	2.21
			500-WPEN	1.73	501-SPEN	2.52	502-GPEN	1.25
484-1576-03-0	RUSSELL, KOURTNEY D	106.59	100-WATER	25.40	108-BCGCD	0.23	110-TCEQ	0.91
	** LAST PAYMENT MADE: 5/28/2013	7/16/2013	200-SEWER	47.94	301-CGARB	25.21	303-SALES	2.08
			500-WPEN	1.48	501-SPEN	2.19	502-GPEN	1.15

G/L POSTING DATE: 11/10/2014 ** TRANSFER TO BAD DEBT **

PACKET: 23266

POSTING TYPE: BOTH

COMMENT CODE: BAD -BAD DEBT ACCT

FLAG ACCOUNT: NO

ACCOUNT NO	========== NAME ==========	BALANCE LAST BILL							
485-0600-01-0	HAMILTON, KYLE RAY/STEFAN	58.45	100-WATER	10.13	108-BCGCD	0.13	110-TCEQ	0.83
	** LAST PAYMENT MADE: 1/28/2014	2/25/2014	200-SEWER	31.24	301-CGARB	13.16	303-SALES	1.08
			500-WPEN	0.35	501-SPEN	1.08	502-GPEN	0.45
485-0695-04-0	MORGAN, KOLBY J	39.35	100-WATER	11.26	108-BCGCD	0.12	110-TCEQ	0.28
	** LAST PAYMENT MADE: 6/18/2013	7/16/2013	200-SEWER	17.86	301-CGARB	9.08	303-SALES	0.75
486-0025-02-0	LAY, SHARON L	40.69	100-WATER	10.26	108-BCGCD	0.13	110-TCEQ	0.65
	** LAST PAYMENT MADE: 10/16/2013	12/10/2013	200-SEWER	17.13	301-CGARB	10.79	303-SALES	0.89
			500-WPEN	0.27	501-SPEN	0.35	502-GPEN	0.22
486-0645-10-0	PEREZ, BARBARA	249.25	100-WATER	62.08	108-BCGCD	0.62	110-TCEQ	1.16
	** LAST PAYMENT MADE: 6/25/2013	8/27/2013	200-SEWER	134.94	301-CGARB	33.19	303-SALES	2.74
			500-WPEN	5.12	501-SPEN	7.54	502-GPEN	1.86
486-0655-06-0	OLGUIN, KRISTY K	185.48	100-WATER	47.71	108-BCGCD	0.50	110-TCEQ	1.06
	** LAST PAYMENT MADE: 7/23/2013	9/24/2013	200-SEWER	90.63	301-CGARB	33.87	303-SALES	2.79
			500-WPEN	3.12	501-SPEN	4.22	502-GPEN	1.58
487-0300-10-0	ROZYCKI, STEPHEN M	53.52	100-WATER	10.69	108-BCGCD	0.10	110-TCEQ	0.62
	** LAST PAYMENT MADE: 2/20/2014	4/15/2014	200-SEWER	26.44	301-CGARB	13.90	303-SALES	1.14
			500-WPEN	0.13	501-SPEN	0.33	502-GPEN	0.17
487-0370-05-0	RODRIGUEZ, RODRIGO JR	14.49	100-WATER	3.52	108-BCGCD	0.03	110-TCEQ	0.14
	** LAST PAYMENT MADE: 12/23/2013	1/29/2014	200-SEWER	6.60	301-CGARB	3.88	303-SALES	0.32
487-0405-04-0	MERRITT, BRANDON J	174.68	100-WATER	38.44	108-BCGCD	0.39	110-TCEQ	1.03
	** LAST PAYMENT MADE: 10/21/2013	1/14/2014	200-SEWER	87.49	301-CGARB	29.38	303-SALES	2.43
			500-WPEN	3.84	501-SPEN	8.74	502-GPEN	2.94
487-0515-01-0	MEDINA, MICHAEL A	31.51	100-WATER	6.18	108-BCGCD	0.10	110-TCEQ	0.62
	** LAST PAYMENT MADE: 10/30/2013	11/25/2013	200-SEWER	15.28	301-CGARB	8.04	303-SALES	0.66
			500-WPEN	0.13	501-SPEN	0.33	502-GPEN	0.17
487-0565-05-0	BROWN, KERRY A	69.74	100-WATER	20.49	108-BCGCD	0.19	110-TCEQ	0.66
	** LAST PAYMENT MADE: 10/23/2013	1/15/2013	200-SEWER	22.16	301-CGARB	18.58	303-SALES	1.53
			500-WPEN	2.06	501-SPEN	2.21	502-GPEN	1.86
489-0235-01-0	YELLOW JACKET	339.58	300-RGARB	319.87	502-GPEN	19.71		
	** LAST PAYMENT MADE: 10/17/2013	1/29/2014						
TOTALS NUMBER OF ACCOUNTS:	146	23,144.79	100-WATER	3,712.80	101-COM WA	10,182.71	102-WRECON	80.00
			108-BCGCD	132.89	110-TCEQ	101.75	200-SEWER	4,895.23
			201-COM SE	12.95	300-RGARB	474.42	301-CGARB	2,004.32
			303-SALES	176.49	400-EMS	10.00-	500-WPEN	1,092.73
			501-SPEN	183.36	502-GPEN	105.14		

ACCOUNT	SOURCE NAME	AMOUNT
211-115-0002	A/R - WATER/SEWER BILLING	20,394.42CR
211-115-0004	ALLOWANCE FOR UNCOLLECTIBLE	20,394.42
212-115-0003	A/R - GARBAGE BILLING	2,583.88CR
212-115-0004	ALLOWANCE UNCOLLECTIBLE	2,760.37

G/L POSTING DATE: 11/10/2014 ** TRANSFER TO BAD DEBT **

PACKET: 23266

POSTING TYPE: BOTH

COMMENT CODE: BAD -BAD DEBT ACCT

FLAG ACCOUNT: NO

ACCOUNT NO	========== NAME ==========	BALANCE LAST BILL

ACCOUNT	SOURCE	NAME	AMOUNT
212-203-0600		SALES TAX PAYABLE	176.49CR
213-115-0007		SUBSCRIPTIONS RECEIVABLE	10.00
213-340-7000		SUBSCRIPTION FEES	10.00CR

WARNINGS: 0

ERRORS: 0

** END OF REPORT **

AGENDA COMMENTARY

Discussion Date: 11/20/2014

Approval Date: 11/20/2014

Submitted By: Chief Robert E. Lee

SUBJECT:

Consider approval of an Unified Lease Agreement and Addendum for two Canon copiers for the Alvin Police Department for a sixty (60) month term in the total amount of $27,000 and authorize the Mayor to sign.

DISCUSSION:

Two additional copiers are needed at the Police Department to replace older end-of-life copiers and to increase overall efficiency. These copiers will be placed in the patrol wing and in the jail/dispatch wing. This lease includes 5,000 copies per month, per machine, and includes routine replacement of toner and routine maintenance in an amount not to exceed $450 per month for the sixty (60) month term of the lease. Funding for this was budgeted in account 111-3501-00-3100.

RECOMMENDATION:

Move to approve the Unified Lease Agmt and Addendum for two Canon copiers for the Alvin Police Department in the total amount of $27,000 and authorize the Mayor to sign.

ATTACHMENTS:

1. Canon Unified Lease Agmt (ULA)
2. Canon ULA Addendum
3.
4.
5.
6.

Submitted by:	Funds Available:	Approved as to Form:	Approved By:
Robert E. Lee Digitally signed by Robert E. Lee DN: cn=Robert E. Lee, o=Alvin Police Department, ou=Chief of Police, email=rlee@cityofalvin.com, c=US Date: 2014.10.27 10:56:40 -05'00'	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: 2014.11.13 12:24:25 -06'00'	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: 2014.11.12 15:40:56 -06'00'	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: 2014.11.13 12:24:37 -06'00'
Department Head	**Finance Director**	**City Attorney**	**City Manager**

CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

UNIFIED LEASE AGREEMENT

#ULF S0245121.02

Salesperson: Jon Kristian Hooker Order Date: 10/16/2014

Customer ("You"):

Customer Account: 1623869

Company Legal Name: CITY OF ALVIN

Doing Business As:

Billing Address: 1500 South Gordon St

City: 77511 County:

State: TX Zip: Alvin Phone: 281.388.4313

Contact: Gabriel Simpson Fax:

E-Mail: Gabriel Simpson <gsimpson@cityhall.cityofalvin.com

Organization Information

Federal Tax Identification Number (TIN):

- ☐ Corporation
- ☐ Limited Liability Company
- ☐ Partnership
- ☐ Limited Liability Partnership
- ☐ Non-Profit Corporation
- ☑ State or Local Government
- ☐ Sole Proprietorship If selected, complete Date of Birth _____

Chief Executive Office and address for notices:

Address:

City: State: Zip:

Lease Information

Lease Term

60 Months

Payment Frequency

- ☑ Monthly
- ☐ Quarterly

Payment

Base		Maintenance		Total
$ 350.00	+	$ 100.00	=	$ 450.00

(Plus applicable taxes)

Last Two/Security Amount

Last 2 Payments		Security Deposit		TOTAL DUE AT SIGNING
$ _____	+	$ _____	=	$ _____

Check must accompany agreement

End of Lease Term Purchase Option

☑ Fair Market Value ☐ $1.00 Buyout ☐ Other _____ (estimated)

Tax Exempt

☑ Yes (Attach certificate)

Equipment Description: See Schedule A

Maintenance Select 1 option: ☑ Included for all Equipment ☐ Included, except for Equipment excluded on Schedule A ☐ Declined ☐ Under separate agreement

Excess Per Image Charge Billing Cycle

☐ Monthly ☑ Quarterly ☐ Other _____

Coverage Plan

☑ Per Unit ☐ Fleet If adding to existing fleet, applicable contract # _____ ☐ Aggregate If adding to an existing Aggregate, provide either a contract # or serial # under Aggregate.

Consumables Inclusive

☑ Toner(excludes clear) ☑ Other Staples

PO Required

☐ Yes PO# _____ ☑ No

Charges

See Schedule A

Personal Guaranty

The undersigned (whether one or more are specified, "Guarantor(s)"), in consideration of CANON SOLUTIONS AMERICA, INC. ("CSA") entering into a unified lease agreement (together with any schedules or supplements thereto, the "Agreement") with the customer identified above ("Customer"), irrevocably and unconditionally, jointly and severally, guarantee to Lessor (as defined in the Agreement) and its successors and assigns the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance by Customer of all promises, obligations and terms of the Agreement and any other financial transaction between Customer and Lessor (or CSA as assigned to Lessor) (collectively, the "Liabilities"). If Customer shall fail to pay or perform all or any part of the Liabilities when due, Guarantors agree, upon demand, to pay any amounts that may be due from Customer and to take any action required of Customer under the Agreement. Guarantors agree that this is an absolute and continuing guaranty and that their liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations, whether or not by operation of law.

If any payment applied by Lessor to the Liabilities is thereafter set aside, recovered or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty maybe terminated only upon 60 days' prior written notice to CSA and Lessor, and such termination shall be effective only as to Liabilities arising under schedules, supplements, or agreements entered into after the effective date of termination and shall not affect Lessor's rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date. Guarantors waive all damages, demands, presentments and notices of every kind and nature, any rights of set-off, and any defenses available to a surety or guarantor under applicable law (other than the defense of payment and performance in full). Guarantors further waive any (i) notice of the incurring of indebtedness by Customer and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to Lessor's rights against Customer until the Liabilities have been paid and performed in full. Guarantors consent and agree that any (a) renewals and extensions of time of payment, (b) release, substitution or compromise of or realization upon the Equipment (as defined in the Agreement), other guaranties or any collateral security and (c) exercise of any other right under this or any other agreement between Customer and Lessor (or CSA as assigned to Lessor) or any third party may be made, granted and effected by Lessor without notice to Guarantors and without in any manner affecting Guarantors' liability under this Guaranty.

Guarantors agree to pay all expenses (including attorneys' fees and legal expenses) paid or incurred by Lessor in endeavoring to collect the Liabilities or any part thereof and in enforcing this Guaranty. THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY. GUARANTORS CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN CAMDEN OR BURLINGTON COUNTY, NEW JERSEY, OR AT LESSOR'S OPTION IN ANY STATE WHERE ANY GUARANTOR, CUSTOMER OR THE EQUIPMENT IS LOCATED. EACH GUARANTOR WAIVES OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. EACH OF THE GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, AND CSA AND LESSOR, BY THEIR ACCEPTANCE HEREOF, HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

Guarantors agree that CSA and Lessor may accept a facsimile or other electronic transmission of this Guaranty as an original, and that facsimile or other electronically transmitted copies of Guarantors' signatures will be treated as an original for all purposes.

Printed Name: _____ Signature: _____ (no title) Date: _____

Address: _____ Phone: _____

Printed Name: _____ Signature: _____ (no title) Date: _____

Address: _____ Phone: _____

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE THE ITEMS LISTED ON SCHEDULE A OR IN ANY ADDENDUM(S) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, INCLUDING THE GENERAL TERMS AND CONDITIONS, WHICH ARE INCORPORATED HEREIN BY REFERENCE. The undersigned and CSA have each caused this Agreement to be executed as of the date first written below.

Customer's Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

CSA Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

SLS-107F CFS-1209 May 2014

1. LEASE OF EQUIPMENT AND SOFTWARE

1.1 Listed Items; Commencement of Lease; Lessor. CSA shall supply, for lease by you as provided below, and you shall lease the units of equipment ("Equipment") and licenses of software with third party support contracts, if applicable ("Listed Software"; and together with the Equipment and all replacements and additions thereto, "Listed Items") indicated on Schedule A. The initial lessor is **Canon Financial Services, Inc.** (together with any future assignees of its rights as lessor, "Lessor"). You shall keep the Listed Items at the "Ship To" location, not move them to another location without the prior written consent of Lessor (defined below), and keep them free and clear of all liens and encumbrances. The term of the lease shall commence on the date the Listed Items are accepted by you ("Lease Commencement Date") and shall continue for an initial term of the number of months specified on page 1(together with any renewal periods, "Lease Term"). Your execution of an acceptance certificate provided by CSA shall conclusively establish that the Listed Items have been delivered to and irrevocably accepted by you. If you have not, within 10 days after delivery of Equipment, delivered to Lessor written notice of non-acceptance of any Equipment, specifying the reasons and referencing this Agreement, you shall be deemed to have irrevocably accepted the Equipment. After acceptance, you shall have no right to cancel this Agreement or return the Listed Items prior to the end of the Lease Term for any reason whatsoever, including termination of any maintenance services that may be provided by CSA under this or any separate agreement. Title to all Listed Items shall be transferred by CSA to Lessor. CSA shall assign to Lessor all of its rights (but none of its obligations) with respect to the Listed Items, including the right to receive all Payments. Lessor does not and shall not assume any obligations under this Agreement. CSA shall remain solely liable for the performance of all maintenance, service, and warranty obligations described in this Agreement.

1.2 Payments and Costs. You shall pay to Lessor each billing period the fixed base and, if applicable, the fixed maintenance amounts and per image charges and all other amounts, as listed and specified on page 1 and Schedule A and such other amounts permitted in this Agreement as invoiced by Lessor (collectively, "Payments"; the fixed maintenance amounts and the per image charges are the "CSA Payments", and all other Payments are the "Lessor Payments"). The Payments shall not increase during the initial term. Prepaid charges shall not be refundable except as provided in Paragraph 2.1(b). Invoices shall be due and payable upon receipt. All Payments will be applied in such order as Lessor, in its discretion, may determine. This lease is a net lease. Lessor Payments shall be made without set-off or deduction, even if the Listed Items malfunction and irrespective of any non-performance by CSA of its maintenance obligations. You authorize Lessor to adjust the Lessor Payments and the Other End of Term Purchase Option (if specified on page 1) amount by up to 15% if the actual costs exceed CSA's estimates on which such amounts were based. You shall pay a $65 documentation fee and any applicable taxes (including personal property tax), expenses, charges and fees imposed with respect to the Listed Items, the Payments or your performance or non-performance under this Agreement, and you shall reimburse Lessor for the same plus processing fees (collectively, "Costs"). Lessor may apply any "Security Deposit" to any amount in default, and you shall promptly restore any such amounts applied. Security Deposits (which shall not earn interest unless required by law) shall not be refunded to you until all your obligations are discharged in full. If any Payments are late, you shall pay (a) the actual and reasonable costs and expenses of collection, including attorneys' fees, whether or not suit is brought, (b) a late charge equal to the higher of 10% of the amount due or $10, as reasonable liquidated damages, and (c) if Lessor should bring court action, you agree that attorney fees equal to 25% of the amount sought shall be deemed reasonable, in each case not to exceed the maximum amount permitted by law.

1.3 Purchase Options; Return. (a) END OF TERM PURCHASE OPTION. To elect this option, you shall give Lessor not less than 60 and not more than 120 days' prior irrevocable written notice (unless the End of Lease Term Purchase Option price is $1.00, as specified on page 1) that you will purchase, upon the expiration of the Lease Term, all the Listed Items at the End of Term Purchase Option price plus any Costs. (b) PRIOR TO MATURITY PURCHASE. You may, at any time, upon not less than 60 and not more than 120 days' prior irrevocable written notice, purchase all the Listed Items at a price equal to the sum of all remaining Payments plus the Fair Market Value plus Costs. "Fair Market Value" shall be Lessor's retail price at the time you notify Lessor of your intent to purchase the Listed Items, but not less than 20% of the total cost of the Listed Items. (c) Listed Item purchases shall not be permitted if a default is continuing. Listed Item purchases shall be "AS-IS WHERE-IS" without warranty, except for title; purchases of licenses of Listed Software are subject to the terms thereof. (d) Unless this Agreement contains a $1.00 purchase option, this Agreement shall automatically renew on a month to month basis at the same Payment amount (subject to increase of CSA Payments) and frequency unless you, at least 60 and not more than 120 days before the end of the Lease Term, send to Lessor written notice (the "End of Term Notice") that you either (i) are exercising the purchase option in accordance with the terms hereof, or (ii) do not want to renew this Agreement, and at the end of the Lease Term shall return the Equipment as provided below. Lessor may cancel any automatic renewal by, at least 60 and not more than 120 days before the end of the Lease Term, sending you written notice that Lessor does not want this Agreement to renew. Unless this Agreement automatically renews or you purchase the Equipment as provided in this Agreement, you shall, at the termination of the Lease Term, return the Equipment at your sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by Lessor. If for any reason you fail to return any Equipment to Lessor as provided in this Agreement by the last day of such Lease Term, you shall pay to Lessor upon demand one billing period's Lessor Payment for each billing period or portion thereof that such delivery is delayed. If you fail to provide the required End of Term Notice at least 60 and not more than 120 days before the end of the Lease Term and return the Equipment at the end of the Lease Term, you shall pay to Lessor upon demand two billing period's Lessor Payments, which will satisfy the 60-120 day notice period referenced above.

2. MAINTENANCE. YOU SHALL RECEIVE THE MAINTENANCE DESCRIBED IN THIS PARAGRAPH 2 ("Maintenance") ONLY IF YOU HAVE ACCEPTED MAINTENANCE ON PAGE 1. Such services are subject to the exclusions hereinafter described. Maintenance provided to you under separate agreement between CSA and you shall be governed solely by the provisions thereof.

2.1 Covered Service. (a) CSA shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and CSA's normal practice. Such service shall be performed between 8:30 A.M. and 5:00 P.M. Monday through Friday, except holidays. (b) You shall afford CSA reasonable access to the Equipment to perform on-site service. CSA may terminate its maintenance obligations as to any Equipment if you relocate it to a site outside CSA's service coverage area. If, in CSA's opinion, any Equipment cannot be maintained in good working order through CSA's routine maintenance services, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of its maintenance obligations as to such Equipment and refund the unearned portion of any prepaid CSA Payments. Parts or Equipment replaced or removed by CSA in connection with Maintenance shall become the property of Lessor and you disclaim any interest in them. (c)) Installation of Listed Software may be conditioned on a separate statement of work covering the scope and schedule of installation, configuration options, responsibilities of each party, and other matters, which shall solely govern as to the matters covered therein. Additional charges may apply for work beyond the initial scope described in such statement of work. CSA shall make available to you from time to time upgrades and bug fixes for the software licensed as part of the Equipment and for Listed Software, but: (i) only if such upgrades and bug fixes are provided to CSA by suppliers of such software, (ii) availability of upgrades and bug fixes may be at additional charge unless covered by separate support contract purchased by you, and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of either Listed Software or for any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. (d) CSA shall also use reasonable efforts to provide Level 1 support for the Listed Software (except that for certain Listed Software, purchase by you of a separate support is required for Level 1 support). Level 1 support consists of providing help-line telephone assistance in operating the Listed Software and identifying service problems, facilitating contact between you and the supplier of the Listed Software to rectify such problems and maintaining a log of such problems to assist in tracking the same. (e) You acknowledge that CSA is not the developer of any of the Listed Software or other software and other than the foregoing, support for software is not provided under this Agreement.

2.2 Maintenance Term and Charges. (a) Maintenance shall start on the Lease Commencement Date and shall continue for the Lease Term (b) Consumables inclusive Maintenance includes replenishment of toner only (and other consumables, but only if specified on page 1) Toner is supplied for exclusive use with the Equipment. CSA may terminate the Maintenance if you use consumables in a different manner. If your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, CSA may invoice you for such excess usage. You may purchase additional toner from CSA if required. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain CSA's property and shall be returned promptly upon termination of this Agreement or Maintenance. (c) If you selected the Fleet or Aggregate Coverage Plan on page 1, the Base Charge and the Covered Images Included shall apply to all of the Equipment on the Schedule unless otherwise indicated. If specified on page 1 that the Listed Items are being added to an existing fleet under a previous agreement between you and CSA, (i) the fleet shall include the listed items under the previous agreement, and all other agreements for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous agreements. (d) If specified on the face page that the Listed Items are being added to an existing Aggregate Coverage Plan under a previous agreement between you and CSA, the Covered Images shall apply to all of the Equipment on the schedule, unless otherwise indicated, plus the listed items under the previous agreement(s), and all other agreements for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues. (e) Unless otherwise indicated on Schedule A, you authorize CSA to use the networked features of the Equipment including imageWARE to receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment and product improvement. This feature is not capable of sending or receiving image data. (f) You shall provide meter readings to CSA in accordance with the Meter Read Method selected. If you selected CSA's eManage website, you shall complete CSA's registration process governing access to and use of such website. CSA may change your meter read options from time to time upon 60 days' notice. If CSA does not receive timely meter readings from you, you shall pay invoices that reflect CSA's estimates of meter readings. CSA may verify the accuracy of any meter readings from time to time and invoice you for any shortfall in the next invoice. (g) You agree that CSA may suspend performance of Maintenance if and so long as any Payments are overdue, and that any such suspension shall not in and of itself be deemed a termination of this Agreement.

2.3 Non-Covered Service. The following services are not included within Maintenance and shall be invoiced in accordance with CSA's then current labor, parts and supply charges: (a) replacement of any consumables, including, without limitation, paper, toner, ink, waste containers, fuser oil or staples (except for toner inclusive service to the extent provided in Paragraph 2.2(b)), other media, print heads and puncher dies; (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Equipment; the use of parts, supplies or software not supplied by CSA; service performed by anyone other than CSA; accident; use of Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) de-installation, re-installation, or relocation of Equipment; (d) repairs to or realignment of Equipment and related training necessitated by changes made to your system configuration or network environment; (e) work requested to be performed outside of CSA's regular business hours; and (f) repair of any network/system connection devices, except when listed on page 1. If you have NOT selected Maintenance on page 1, any of the maintenance services described in Paragraph 2.1 above shall be available only upon your request, either under separate agreement with CSA or invoiced in accordance with CSA's then current labor, parts and supply charges. Installation of certain Listed Software may also require a separate agreement between you and CSA setting forth the scope of work, your responsibilities in connection with such installation, and other terms and conditions as required by CSA. Such separate agreement(s) shall solely govern, and this Agreement shall not apply to, the services described therein.

3. CSA CUSTOMER SATISFACTION POLICY. . If you are not satisfied with the performance of your Canon or Océ brand product, upon your written request, CSA in its sole discretion will repair or replace the product with a like unit with equivalent capabilities. Prior to replacement, CSA shall have had the opportunity to return the product to good working order in accordance with the terms of this agreement. If a replacement unit is provided, the lease hereunder of the replaced unit shall be deemed terminated and the replacement unit shall be deemed a "Listed Item" for the lease and all other purposes of this Agreement. This policy shall apply only if you are not in default of this Agreement and Maintenance under this Agreement has not been canceled or terminated.

Customer Initials _____

4. DATA. You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that Lessor is not storing Data on behalf of you and that exposure or access to the Data by CSA or Lessor, if any, is purely incidental to the services performed by CSA. Neither CSA nor Lessor nor or any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA, Lessor or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, (a) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (b) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an appropriate option for the Equipment, which may include (x) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (y) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (z) a replacement hard drive (in which case you should properly destroy the replaced hard drive). You shall indemnify Lessor, CSA, their subsidiaries, directors, officers, employees and agents for and hold such parties harmless from any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA or Lessor applies, or could be construed to apply to Data.

5. LIMITED WARRANTY; EXCLUSIONS & LIMITATIONS; INDEMNIFICATION

5.1 Limited Warranty. Equipment is warranted only as provided in the manufacturer's warranty provided with the Equipment (for CANON brand Equipment, the manufacturer's warranty is provided by Canon U.S.A., Inc.). End user warranties, if any, for Listed Software are provided solely by the developers or suppliers of the Listed Software. So long as you are not in breach or default of this Agreement, Lessor assigns to you, solely for the purpose of making and prosecuting any such claim, the rights, if any, which Lessor may have under all manufacturer's, developer's or supplier's warranties for the Listed Items.

5.2 Disclaimer of Warranties. LESSOR IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE LISTED ITEMS. AS BETWEEN YOU AND LESSOR, THE LISTED ITEMS ARE LEASED "AS IS" AND ARE OF A SIZE, DESIGN, AND CAPACITY SELECTED BY YOU. LESSOR HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LISTED ITEMS. The warranties, if any, provided for any of the Listed Items are enforceable by you only against the Canon company or third party making such warranties, not against any Lessor. CSA is not an agent or representative of Lessor and is not authorized to waive or alter any of Lessor's rights or make any representation for Lessor about the Listed Items, except to the extent set forth in this Agreement. EACH OF CSA AND LESSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS OR CSA'S SERVICES. THE FURNISHING OF MAINTENANCE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION OR USE OF ANY OF THE LISTED ITEMS.

5.3 Limitation of Liability. NEITHER CSA NOR LESSOR SHALL BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY SUCH PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT. NEITHER CSA NOR LESSOR SHALL BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS OR CORRUPTION OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR OTHER INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE LISTED ITEMS OR CSA'S SERVICES UNDER THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA OR LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.4 Indemnification. You shall reimburse Lessor for and defend Lessor against any claim for losses or injury caused by the Listed Items, before and after the Lease Term ends.

6. ADDITIONAL LEASE REQUIREMENTS.

6.1 Warranty of Business Purpose; Maintenance. You warrant that the Listed Items will not be used for personal, family or household purposes. If at any time for any reason whatsoever CSA's maintenance obligations have terminated, at your sole expense you shall keep the Equipment in good working order and supply and install replacement parts and accessories when required to maintain the Equipment. Any such replacements shall be the property of Lessor and shall be deemed Equipment.

6.2 Risk of loss; Insurance. Effective upon delivery to you, you shall bear the entire risk of any loss or, theft of, or damage to the Equipment ("Loss"). You shall maintain, at your expense, (a) property insurance for the full replacement value of the Equipment and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding $5,000 and be in form and amount and with companies satisfactory to Lessor. Each insurer providing such insurance shall name Lessor as additional insured and loss payee and provide Lessor 30 days' prior written notice of alteration or cancellation. You shall deliver certificates or other evidence of insurance to Lessor. You appoint Lessor as your attorney-in-fact to make claim for, receive payment of, and execute and endorse documents, checks, or drafts for any Loss. If within 10 days after request you fail to deliver satisfactory evidence of such insurance to Lessor, Lessor may obtain it at your expense. Lessor shall be entitled to retain any fees earned by it in connection with any such insurance. You shall promptly (i) repair or replace any Equipment subject to a Loss or (ii) pay to Lessor the Remaining Lease Balance (defined below). No Loss shall relieve you of any obligation under this Agreement.

7. DEFAULT; REMEDIES. You shall be in default of this Agreement if: (a) you fail to make any Payments when due or perform any of your other obligations under this Agreement; (b) you fail to make payments when due of any indebtedness to Lessor; (c) you or any guarantor of your obligations ("Guarantor") cease doing business as a going concern; (d) you or any Guarantor become insolvent or make an assignment for the benefit of creditors; (e) a petition or proceeding is filed by or against you or any Guarantor under any bankruptcy or insolvency law; (f) a receiver, trustee, conservator, or liquidator is appointed for you, any Guarantor, or any of your or any Guarantor's property; (g) any statement, representation or warranty made by you or any Guarantor to CSA or Lessor is incorrect in any material respect; (h) you or any Guarantor default under any loan or credit agreement; or (i) you or any Guarantor who is a natural person die. If you are in default, you shall pay for Lessor's reasonable collection and other costs, and without limiting any of CSA's rights hereunder or under applicable law, Lessor may exercise (on behalf of itself and, as applicable, CSA) any one or all of the following remedies: (1) declare all unpaid Payments (other than per image charges) immediately due and payable, with Lessor retaining title to the Listed Items; (2) terminate any and all agreements with you; (3) without notice, demand or legal process, retake possession of the Listed Items (and you authorize Lessor to enter upon the premises where the Listed Items may be found) and (A) retain the Listed Items and all Payments and other sums paid, (B) re-lease the Listed Items and recover from you the amount by which the Remaining Lease Balance exceeds the value attributed to the Listed Items by Lessor for purposes of calculating the payments under the new lease agreement, or (C) sell the Listed Items and recover from you the amount by which the Remaining Lease Balance exceeds the net amount received by Lessor from such sale; or (4) pursue any other remedy permitted at law or in equity. Lessor may sell the Listed Items after preparing them or not and may disclaim warranties of title and the like. If the Listed Items are not available for sale, you shall be liable for the Remaining Lease Balance and any other amounts due. The "Remaining Lease Balance" shall be the sum of: (i) all Lessor Payments then owed by you to Lessor; (ii) the present value of all remaining Lessor Payments for the full Lease Term; (iii) the Fair Market Value of the Listed Items; plus (iv) any applicable taxes, expenses, charges, and fees. For purposes of determining present value, Lessor Payments shall be discounted at 6% per year.

8. SECURITY; WAIVER. You authorize Lessor to file any form of financing or continuation statements and amendments thereto. THE LEASE CREATED BY THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A). LESSOR IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE, AND YOU IRREVOCABLY WAIVE ANY RIGHT OF NOTICE THEREOF. YOU WAIVE YOUR RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522. If the lease is determined not to be a true lease, you grant Lessor a security interest in the Listed Items. Your exact legal name, the location of your chief executive office, and your jurisdiction of organization are as set forth on page 1; if you change any of them or the corporate structure, you shall provide prior written notice to Lessor 30 days before such change. Upon request, you will deliver state-certified constituent documents to Lessor.

9. GENERAL

9.1 Choice of Law and Forum. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF NEW JERSEY. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN CAMDEN OR BURLINGTON COUNTY, NEW JERSEY, OR AT LESSOR'S OPTION IN ANY STATE WHERE YOU OR THE EQUIPMENT ARE LOCATED. YOU WAIVE OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE, SHALL BE COMMENCED, IF AT ALL, WITHIN 1 YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

9.2 Entire Agreement; Electronic Acceptance. This Agreement shall be binding upon you when you sign it, upon CSA when CSA has installed the Equipment, and upon Lessor when you have accepted the Listed Items. All provisions of this Agreement including Section 4, which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. CSA or Lessor may insert missing or correct other information, including the Listed Item description, serial number and location; but otherwise this Agreement (together with any separate agreement entered into between you and CSA as described in Section 2.3 above) constitutes the entire agreement between the parties with respect to the subject matter hereof. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. No representation or statement shall be binding upon Lessor or CSA as a warranty or otherwise unless it is contained in the original of this Agreement. This Agreement shall not be modified or amended except in a written amendment signed by an authorized signer of CSA and you. If a court finds any provision to be unenforceable, the remaining provisions shall remain in full force and effect. You expressly disclaim having relied upon any statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth in the original of this Agreement. CSA or Lessor may accept electronic images of this Agreement as originals, and electronic copies of your signature will be treated as original for all purposes.

9.3 Joint and Several Liability; Assignment. If more than one entity executes this Agreement as the Customer, your obligations shall be joint and several. YOU SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT, NOR SHALL YOU SUBLET OR LEND ANY LISTED ITEMS. Each of CSA and Lessor may pledge or assign its rights under this Agreement. If a Lessor assigns its rights, the assignee Lessor will have the same rights and benefits that the assignor Lessor had and shall not have any obligations hereunder. The rights of the assignee Lessor will not be subject to any claims, defenses, or setoffs that you may have against the assignor Lessor.

9.4 Notices. All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth on page 1 or at such other address as such party may designate in writing from time to time. Notices shall be effective 3 days after deposit in the U.S. mail, duly addressed, or upon delivery via personal or express delivery, facsimile or other electronic transmission. You shall send all notices regarding lease provisions to Lessor only and all notices regarding maintenance provisions to CSA only.

Address for notices to Canon Solutions America, Inc.:	**Address for notices to Canon Financial Services, Inc.:**
300 Commerce Square Blvd.	158 Gaither Drive, Suite 200
Burlington, NJ 08016	Mount Laurel, NJ 08054
Attn: Customer Service Department	Attn: Portfolio Management Dept.
Phone: (800) 613-2228	Phone: (800) 220-0330
Fax : (800) 220-4002	Fax: (856) 813-5122
Email: customercare@csa.canon.com	Email: customer@cfs.canon.com

9.5 USA PATRIOT Act; Credit information. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who enters into a lease. This means that when you enter into a lease, Lessor may ask for, among other things: (a) your federal tax identification number and (b) your date of birth, if you are a sole proprietor. Lessor may also ask to see identifying documents. You authorize your credit references, any credit reporting agency, or any third party (including Lessor) to collect any credit information and to release the same to Lessor, its affiliates, and their respective designees or assignees.

Canon
CANON SOLUTIONS AMERICA
Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Unified Lease Agreement **Schedule A**

#ULF S0245121.02

Customer Name: CITY OF ALVIN

Ship To Information

Delivery Address: 1500 S GORDON ST		Connectivity Contact: Gabriel Simpson	
City: ALVIN	County: BRAZORIA	I/T Phone #: 281.388.4313	E-Mail: Gabriel Simpson <gsimpson@cityhall.cityofalvir
State: TX Zip: 77511-3451	Phone #: 281.388.4313	Elevator: Yes ☐ No ☑	Loading Dock: Yes ☐ No ☑
Delivery Contact: Gabriel Simpson	Fax #:	Earliest Delivery Date: 11/18/2013 # of Steps: 0	Hours of Operation: 9-5
E-Mail: Gabriel Simpson <gsimpson@cityhall.cityofalvin.com		Special Instructions: Open Monday - Thursday	

Equipment and Software ("Listed Items")

Item Code	Product Description	Qty	Serial #
8030B003	IRADV4245	2	
3755B001	CASSETTE FEEDING UNIT-AF1	2	
4808B001	INNER FINISHER-D1	2	
8188B001	PCL PRINTER KIT-AY1 ELAN	2	
3674B004	ELAN DIRECT PRINT KIT (FOR PDF/XPS) - H1 ELAN	2	
8184B002	SUPER G3 FAX BOARD-AP1	2	
2726B001	ADDITIONAL MEMORY TYPE A (512MB)	2	
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-P	2	
2246V629	IMAGERUNNER ADV 4051/4045/4251/4245 INSTALL PA	2	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	2	
IntSupplies	Pre-Installed Supplies Installed in Machine	2	

Maintenance Information

Complete the following information, if Maintenance is selected on the face page. Maintenance is automatically selected herein unless you choose the option to exclude Maintenance by checking box(es) below.

☐ Equipment excluded from Maintenance Alternate Meter Read Method: _____

Covered Images Included		Start Meter		Excess per Image Charge	
B & W	Color	B & W	Color	B & W	Color
10,000				0.01000	

☐ Equipment excluded from Maintenance Alternate Meter Read Method: _____

Covered Images Included		Start Meter		Excess per Image Charge	
B & W	Color	B & W	Color	B & W	Color

Key to Meter Read Method: imageWARE Remote unless noted above (or) W = eManage website

Customer Initials: _____ Date: _____

CANON SOLUTIONS AMERICA

Canon Solutions Americas, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

UNIFIED LEASE AGREEMENT ADDENDUM

Customer:			Related to Unified Lease Agreement - ULF#:	
City of Alvin Texas			**S0245121/App #894533**	
Street Address:	City :		State:	Zip:
1500 South Gordon St.	**Alvin**		**TX**	**77511**
Equipment Description:			Term:	
(2) iR ADV 4245			**60 months**	

WHEREAS, Canon Solutions America, Inc. ("CSA"), and the above-described Customer, together with any Guarantors, have determined that it is for their mutual benefit to enter into this Unified Lease Agreement Addendum ("Addendum") to the above-described Unified Lease Agreement ("Agreement"). All capitalized terms used below that are not defined in this Addendum shall have the meanings set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereby agree as follows:

1. Anything in the Agreement to the contrary notwithstanding, and subject to all of the terms and conditions set forth in this Addendum, the terms and conditions of the Agreement shall be modified as follows:

   a. **Personal Guaranty:** The Personal Guaranty section is deleted in its entirety.
   b. **Paragraph 9.1:** Paragraph 9.1 is amended by (i) deleting "NEW JERSEY" and replacing with "TEXAS" in the first sentence, and (ii) deleting "CAMDEN OR BURLINGTON COUNTY, NEW JERSEY" and replacing with "BRAZORIA COUNTY, TEXAS" in the second sentence.

2. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement, and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

3. In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.

4. CSA may accept a facsimile or other electronic transmission of this Addendum as an original, and facsimile or other electronically transmitted copies of Customer's and any Guarantor's signature will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ANY GUARANTORS AND ACCEPTED BY CSA.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed as of the date set forth below.

Canon Solutions America, Inc.

By: _____

Name: _____

Title: _____

Date: _____

City of Alvin Texas

By: _____

Name: _____

Title: _____

Date: _____

Canon Financial Services, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Approved Bus Ops
11.12.14

AGENDA COMMENTARY

Discussion Date: 11/20/2014

Approval Date: 11/20/2014

Submitted By: Michelle H. Segovia

SUBJECT:

Consider approval of an Engineering Services Agreement with Dannenbaum Engineering Corporation in an amount not to exceed $34,446.00 for the engineering services to update the 2011 M-1 Ditch Watershed Study and drainage analysis; also including the redesign of the proposed detention pond at the northwest corner of Kost Road and South Street from a wetlands pond to a dry bottom pond; and authorize the Mayor to sign.

DISCUSSION:

In October 2014 when the decision was made to remove the wetlands feature from the detention pond design and to proceed forward with a dry bottom pond design Dannenbaum had already updated the 2011 Study/drainage analysis and presented the City with 90% complete construction plans. The proposed cost to redesign the pond which includes updating the study,performing the drainage analysis, and presenting complete construction plans by December 1, 2014 based on a dry pond design is $34,446 which will be funded from account 312-5501-00-9025.

RECOMMENDATION:

Move to approve the Engineering Services Agreement with Dannenbaum Engineering Corporation in the amount of $34,446 and authorize the Mayor to sign.

ATTACHMENTS:

1. Proposed Engineering Services Agreement
2.
3.
4.
5.
6.

Submitted by:	Funds Available:	Approved as to Form:	Approved By:
Michelle Segovia Digitally signed by Michelle Segovia DN: cn=Michelle Segovia, o=City of Alvin, ou=Engineering, email=msegovia@cityofalvin.com, c=US Date: 2014.11.04 13:40:39 -06'00'	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: 2014.11.13 12:28:04 -06'00'	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: 2014.11.04 18:33:54 -06'00'	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: 2014.11.13 12:28:19 -06'00'
Department Head	**Finance Director**	**City Attorney**	**City Manager**

DANNENBAUM ENGINEERING CORPORATION
3100 WEST ALABAMA HOUSTON, TEXAS 77098 P.O. BOX 22292 HOUSTON, TEXAS 77227 (713) 520-9570

ENGINEERING EXCELLENCE SINCE 1945

November 4, 2014

Ms. Michelle Segovia, PE
City of Alvin
1100 W. Hwy. 6
Alvin, Texas 77511

RE: **Drainage Analysis of Kost Detention/**
Update of M-1 Ditch Watershed Study - Revision
Detention Pond Design Kost and South Street Redesign

Dear Ms. Segovia:

Dannenbaum Engineering Corporation (DEC) is pleased to submit this revised scope proposal for evaluating and designing the detention pond at Kost and South Street. The analysis consists of updating the models previously submitted by DEC because of the detention pond bottom design has changed elevation – volume relationship from wetlands to dry pond. A revised drainage analysis report will be submitted to present benefits of the Kost detention. Since the Kost Detention Pond volume will be reduced in the 2011 M-1 Ditch Watershed Study, an update of the Watershed Study is warranted. Final construction drawings will include redesign of some sheets, due to detention bottom design changes to the Kost detention pond.

In summary our proposal includes revision of a drainage analysis for the Kost detention, plus an update of the 2011 M-1 Ditch Watershed Study. After completion of the analysis, redesign of selected construction plan sheets for the Kost Street detention will be prepared.

This letter briefly describes the tasks required revisions to this project.

DRAINAGE ANALYSIS

1.0 Drainage Analysis of Kost Detention

The City of Alvin selected a dry pond bottom basin instead of the original wetlands bottom. The effect of the detention bottom modifications result in changes to the elevation – volume relationship that in turn affects peak flows and stages throughout the system. In addition, a suggestion was made by CRDD#3 to place the outfall pipes 2 – 24" RCP at the grass lined M-1 ditch instead of at the crossing of Kost Road. This additional scope of work will address this comment.

2.0 Update 2011 M-1 Ditch Watershed Study

Modeling update of the 2011 M-1 Ditch Watershed Study is needed since the elevation – volume relationship at Kost detention is different than the original study. This task will run the model

over the entire watershed and report results. It is expected that the smaller storage volume will effectively mitigate the impacts of street drainage improvements at Moeller and Durant.

FINAL PLANS, SPECIFICATIONS AND ESTIMATE

3.0 Construction Drawings – Redesign of Selected Sheets

DEC will develop and produce a full PS&E set with submittals as shown below.

3.1 Preliminary Plan Layout (Redline Design) - 75% Submittal and Approval Include Updated Sheets

1. Prepare preliminary design drawings. (Layout, project control, plan and profile.)
2. Prepare preliminary quantities, cost estimate and a list of specifications.

3.2 Final Plan Review - 90% Submittal and Approval

1. No change to the original scope.

3.3 Final Plan Approval - 100% Submittal and Approval

1. No change to the original scope.

3.4 Pre-bid Phase

1. No change to the original scope.

4.0 Limited Construction Phase Services (Just for Kost Detention Pond)

4.1 No changes.

5.0 Project Management

Additional meetings are required due to the scope changes and schedule extension. Effort will be required to meet with the City's staff to review the results of the analysis, progress meetings and coordination with sub-consultants.

Ownership of Documents

All drawings, reports data and other project information developed in the execution of the Services provided under this Agreement shall be the property of the City of Alvin upon payment of DEC's fees for services. DEC may retain copies for record purposes. The City of Alvin agrees such documents are not intended or represented to be suitable for reuse by the City of Alvin or others. Any reuse by the City of Alvin or by those who obtained said documents from the City of Alvin without written verification or adaptation by DEC will be at City of Alvin's sole risk and without liability or legal exposure to DEC, or to DEC's independent associates or consultants, and City of Alvin shall indemnify and hold harmless DEC and DEC's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle DEC to

further reasonable compensation. DEC may reuse all drawings, report data and other project information in the execution of the Services provided under this Agreement in DEC's other activities. Any reuse by DEC will be at DEC's sole risk and without liability or legal exposure to the City of Alvin, and DEC shall indemnify and hold harmless City of Alvin from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

The cost for developing the proposed Kost pond is $34,446.00 for the pond for Dannenbaum Engineering. A breakdown of tasks is shown in Attachment 1. Time for delivering 100% update of the modeling and final construction plans is December 1, 2014.

If you have any questions or comments concerning this proposal, please feel free to contact me at 713-527-6365.

Sincerely yours,

DANNENBAUM ENGINEERING CORPORATION

Alejandro Flores

Alejandro C. Flores, P.E., CFM
H&H Division Manager

APPROVED BY THE CITY OF ALVIN

_____ Dated:_____

Mayor Paul Horn

Attachment 1 - Alvin Kost Pond Redesign

Task Code	TASK	Project Director $225.00	Project Engineer IV $135.00	Project Engineer III $115.00	CADD $95.00	Secretary $75.00	Total Hours	Total Cost	% Complete (Credit)	Fee To Redesign
	DRAINAGE ANALYSIS									
0100	**Drainage Analysis Kost Basin**									**$7,492**
	1- Five Acre Tract Analysis (New Task)	2	4	28	2		36	$4,400	0%	$4,400
	2 - Modeling Update		10	24	8		42	$4,870	60%	$1,948
	3 - Letter Report	2	10		8	4	24	$2,860	60%	$1,144
0200	**2011 M-1 Ditch Watershed Study**									**$2,768**
	Modeling Update/Optimize Detention Basins		6	20			26	$3,110	60%	$1,244
	Text/Exhibits	2	4	8		8	22	$2,510	60%	$1,004
	Tables									
	-Flow Comparison		2	2		2	6	$650	60%	$260
	-WSE Comparison		2	2		2	6	$650	60%	$260
	Plans, Specifications and Estimate									
	Construction Drawings									**$21,416**
0300	1- Cover Sheet		2	2	8		12	$1,260	100%	
	2- General Notes		4	8	12		24	$2,600	100%	
	3- Survey Control Map (and Topo) 1" = 50'		2	2	4		8	$880	100%	
	4- Plan Sheet (Geotech Soil Borings Demo and Project layout) 1" = 50'		8	8	32		48	$5,040	20%	$4,032
	5- Geometric Layout (Detention Pond) 1" = 50' - Sheet 1 of 2		2	4	30		36	$3,580	20%	$2,864
	6- Geometric Layout (Detention Pond) 1"=50' - Sheet 2 of 2		2	4	30		36	$3,580	20%	$2,864
	7- Basin Cross Sections - Sheet 1 of 3		2	2	8		12	$1,260	0%	$1,260
	8- Basin Cross Sections - Sheet 2 of 3		2	2	8		12	$1,260	0%	$1,260
	9- Basin Cross Sections - Sheet 3 of 3		2	2	8		12	$1,260	0%	$1,260
	10-Inflow Weir Plan, Profile and Details (Exist Dirt Channel) (Scale 1" = 20')	2	6	8	24		40	$4,460	75%	$1,115
	11-Outflow Weir Plan, Profile and Details (Exist Dirt Channel) (Scale 1" = 20')	2	6	8	24		40	$4,460	75%	$1,115
	12-Traffic Control Plan (Excavation Haul Route)		4	8	10		22	$2,410	40%	$1,446
	13-HCFCD Stormwater Pollution Prevention Plan & Details		4	8	16		28	$2,980	75%	$745
	14-HCFCD Concrete Channel Lining Details 1 of 2 (HCFCD -CCLD (1))			2	8		10	$990	100%	
	14A-HCFCD Concrete Channel Lining Details 2 of 2 (HCFCD -CCLD (2))			2	8		10	$990	100%	
	15-HCFCD Inteceptor Structure Details 1 of 2 (HCFCD -ISD (1))			2	8		10	$990	100%	
	15A-HCFCD Inteceptor Structure Details 2 of 2 (HCFCD -ISD (2))			2	8		10	$990	100%	
	16-HCFCD Storm Sewer Outfall and Rip Rap Details (HCFCD -SSOD)			2	8		10	$990	100%	
	75% Cost Estimate			4	8	2	14	$1,370	50%	$685
	QAQC of (PS&E) @ 75%	2	2	4	16	4	28	$3,000	50%	$1,500
	Preparation of Submitials (PS&E) @ 75% and Approval	4	2	6	4	4	20	$2,540	50%	$1,270
	90% cost estimate								0%	
	90% specifications								0%	

	TASK	Project Director $225.00	Project Engineer IV $135.00	Project Engineer III $115.00	CADD $95.00	Secretary $75.00	Total Hours	Total Cost	% Complete (Credit)	Fee To Redesign
	QAQC of (PS&E) @ 90%								0%	
	Preparation of Submitials (PS&E) @ 90% and Approval								0%	
	100% cost estimate								0%	
	100% specifications								0%	
	QAQC of (PS&E) @ 100%								0%	
	Preparation of Submitials (PS&E) @ 100% and Approval								0%	
	Preparation of Bid Package								0%	
0400	**Limited Construction Phase Services**									
	Meetings with City and Contractor								0%	
	Responding to RFI								0%	
0500	**Project Management**									**$2,770**
	Coordination with subs	2	8	16		4	30	$3,670	100.00%	
	Meetings with City	12	12	8		4	36	$5,540	50.00%	$2,770
0600	**Other Direct Costs**									
	-Supplies									
	-Mileage									
	-Reproduction (report + mylar)									

Dannenbaum Engineering Pond Redesign Fee Total **$34,446**

AGENDA COMMENTARY

Discussion Date: 11/20/2014

Approval Date: 11/20/2014

Submitted By: Michelle H. Segovia

SUBJECT:

Consider available options for construction of the dry detention pond at Kost Road and South Street; including an agreement with C&R #3 or solicitation of sealed bids for the project.

DISCUSSION:

City staff to update Council on the development of an agreement with C & R #3 for the construction of the detention pond at Kost and South as well as alternative construction options of obtaining sealed bids for the project.

RECOMMENDATION:

Move to (1) authorize staff to solicit sealed bids for the construction of the dry detention pond at Kost and South; or
(2) authorize staff to develop an agreement with C&R #3 to manage the construction of the dry detention pond at Kost and South.

ATTACHMENTS:

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

Submitted by:	Funds Available:	Approved as to Form:	Approved By:
Michelle Segovia Digitally signed by Michelle Segovia DN: cn=Michelle Segovia, o=City of Alvin, ou=Engineering, email=msegovia@cityofalvin.com, c=US Date: 2014.11.03 15:31:11 -06'00'		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: 2014.11.03 17:41:55 -06'00'	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: 2014.11.13 12:29:12 -06'00'
Department Head	**Finance Director**	**City Attorney**	**City Manager**

AGENDA COMMENTARY

Discussion Date: 11/20/2014

Approval Date: 11/20/2014

Submitted By: Dan Kelinske

SUBJECT:

Consider Resolution 14-R-38 supporting TXDOT's proposed dedicated bike lane route in which a portion of this bike lane will enter Alvin City Limits on FM 2403, cross State Highway 35 onto County Road 171 (S. Johnson Street) and continue on FM 1462; and agreeing to install appropriate "Share the Road" signage along County Road 171 (S. Johnson Street).

DISCUSSION:

TXDOT has applied for a grant to install a dedicated bike lane which a portion will enter Alvin City Limits on 2403, cross S Highway 35 onto 171 (S. Johnson St) and turn left onto FM1462. TXDOT has requested the City of Alvin provide and install (at the City's expense) "Share the Road signage" along FM 171 (S. Johnson St) from Hwy 35 to FM 1462 as well as a letter of Council support in favor of the bike lane project.

RECOMMENDATION:

Move to approve Resolution 14-R-38 supporting the bike lane project and directing staff to commit to providing and installing appropriate signage.

ATTACHMENTS:

1. Resolution 14-R-38
2. Letter of Support
3. Brazoria County Proposed Bike Route
4. Alvin Proposed Bike Route
5.
6.

Submitted by:	Funds Available:	Approved as to Form:	Approved By:
Daniel Kelinske Digitally signed by Daniel Kelinske DN: cn=Daniel Kelinske, o=City of Alvin, ou=Parks and Recreation, email=dlkelinske@cityofalvin.com, c=US Date: 2014.10.14 11:30:56 -05'00'		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: 2014.11.05 17:43:52 -06'00'	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: 2014.11.13 12:31:15 -06'00'
Department Head	**Finance Director**	**City Attorney**	**City Manager**

RESOLUTION 14-R-38

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, SUPPORTING TXDOT'S PROPOSED DEDICATED BIKE LANE ROUTE IN WHICH A PORTION OF THIS BIKE LANE WILL ENTER ALVIN CITY LIMITS ON FM 2403, CROSS STATE HIGHWAY 35 ONTO COUNTY ROAD 171 (S. JOHNSON STREET) AND CONTINUE ON FM 1462; AND AGREEING TO INSTALL THE APPROPRIATE "SHARE THE ROAD" SIGNAGE ALONG COUNTY ROAD 171; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, Texas Department of Transportation (TXDOT) has applied for a grant to install a dedicated bike lane in which a portion of this bike lane will enter Alvin city limits on FM 2403, then cross State Highway 35 onto County Road 171 (S. Johnson Street) and continue on FM 1462;

WHEREAS, TXDOT requests the City of Alvin's support by providing and installing "Share the Road" signage along County Road 171 (S. Johnson Street); and

WHEREAS, the City of Alvin, Texas, hereby supports the development of the bike lane by TXDOT and agrees to provide and install the appropriate "Share the Road" signage along County Road 171 (S. Johnson Street);

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

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

Section 2. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Tex. Gov't Code.

Section 3. Effective Date. This resolution shall take effect upon its adoption.

PASSED AND APPROVED on this the _____ day of _____, 2014.

ATTEST: **CITY OF ALVIN, TEXAS**

By:_____ By:_____

Dixie Roberts, City Clerk Paul A. Horn, Mayor

CITY OF ALVIN **Parks & Recreation Department**
1100 W. Highway 6 • Alvin, Texas 77511 • (281) 388-4299 • FAX (281) 331-7516
www.alvin-tx.gov

November 20, 2014

Dear Ms. Ramirez,

Please see the attached Resolution adopted by the City Council of the City of Alvin evidencing that the City of Alvin recognizes and encourages the development of the proposed bike trail. This bike route will provide our community members a designated bike route to connect to various locations in Brazoria County as well as complement our existing bike pathways and enhance connectivity with the City's future "Phase III" hike and bike trail.

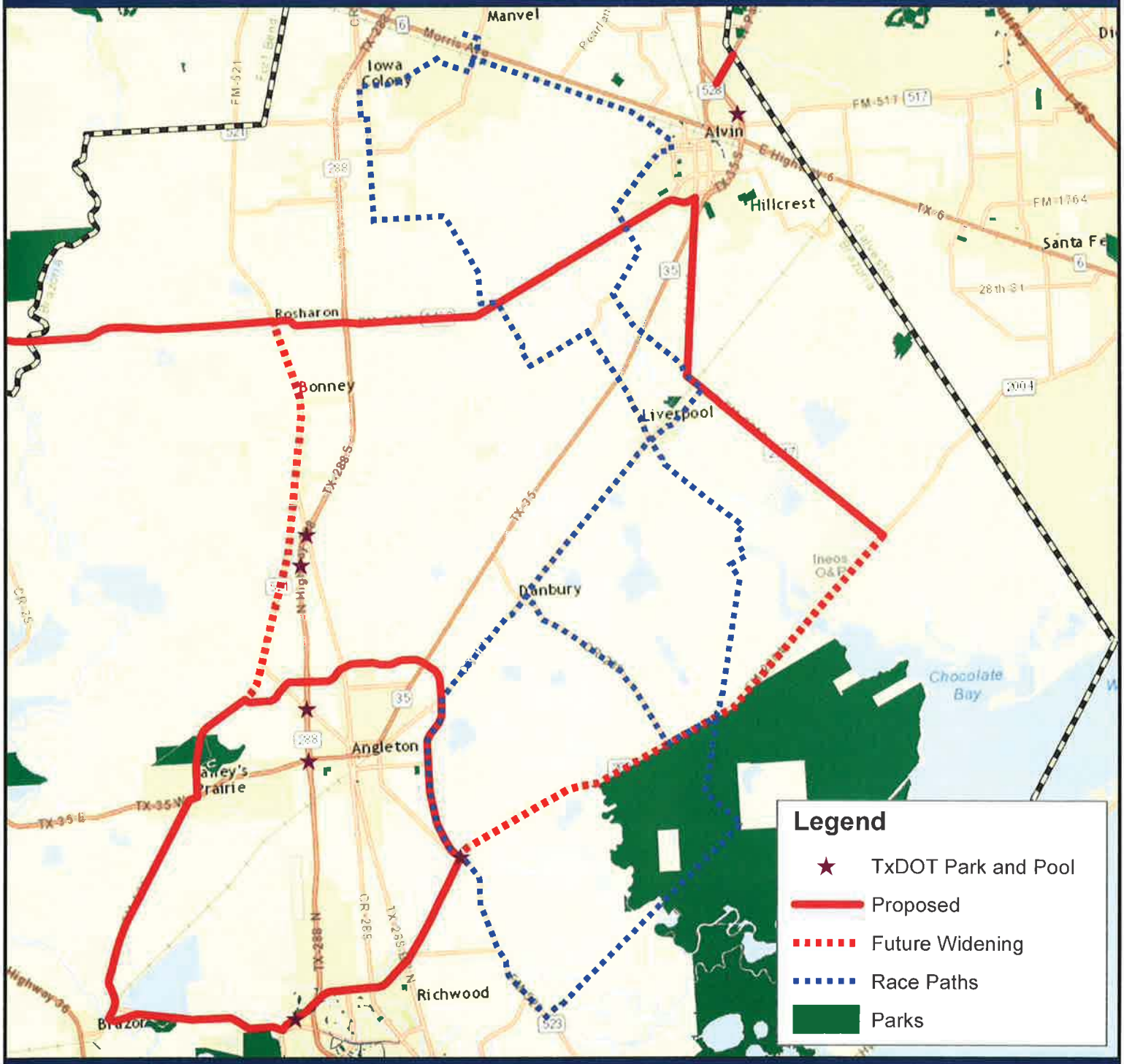
Furthermore, the City of Alvin will commit to providing and installing TXDOT approved "share the road" signage along 171 (S. Johnson Street) from S. Highway 35 to F.M. 1462.

Regards,

Daniel Kelinske
Director Parks and Recreation

Att: Resolution 14-R-38

BRAZORIA PROPOSED BIKE FACILITIES



HOUSTON DISTRICT

4 2 0 4 Miles

Plot Date: 09-04-14

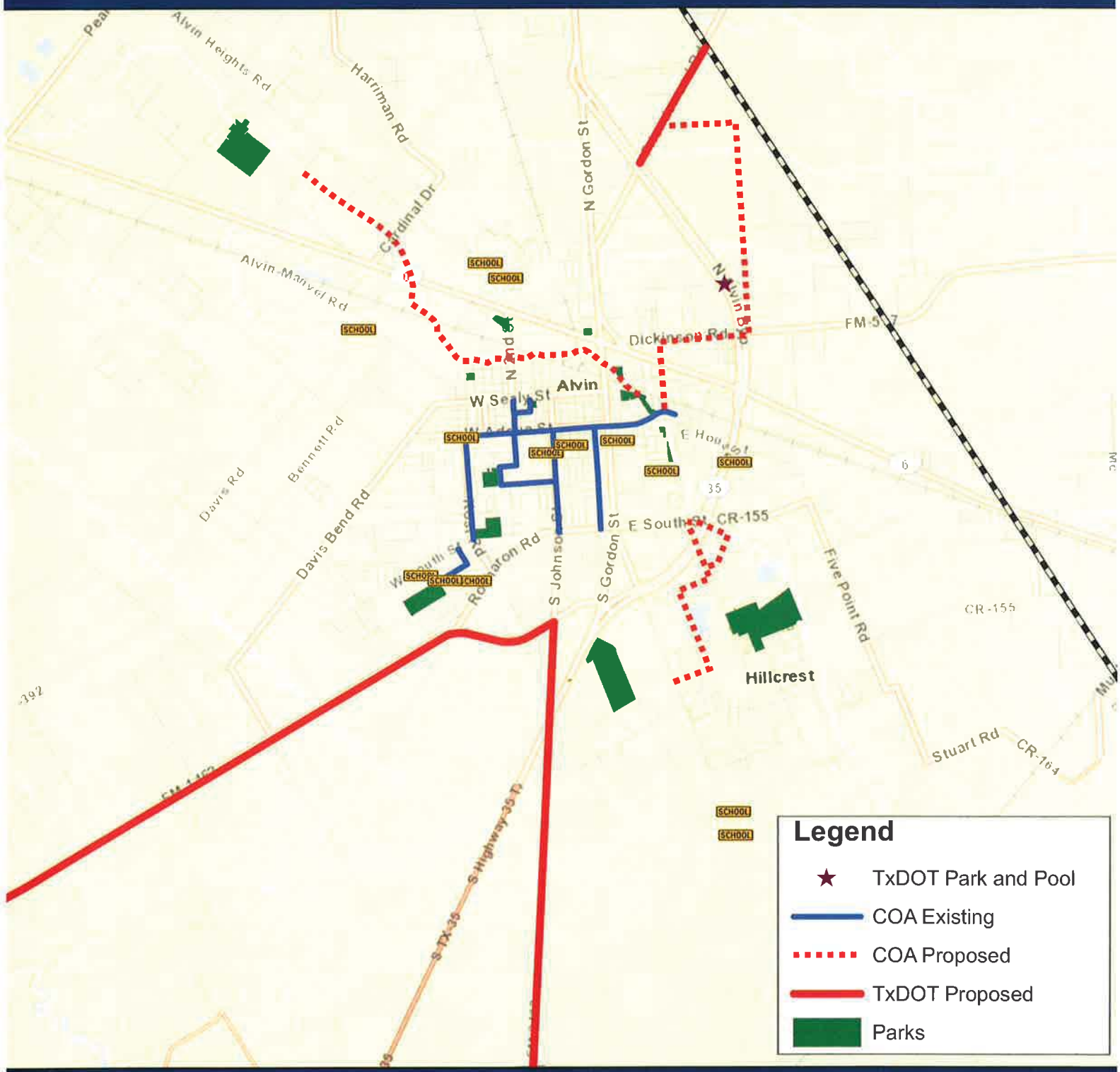
Sources

Base Maps Compiled, Developed and Maintained by the Information System Division using data provided by the Transportation Planning and Programming Division

Map Projecton and Datum:
Texas State Mapping System (TSMS), NAD27

Texas Department of Transportation

ALVIN PROPOSED BIKE FACILITIES



HOUSTON DISTRICT

1 0.5 0 1 Miles

Plot Date: 09-04-14

Sources

Base Maps Compiled, Developed and Maintained by the Information System Division using data provided by the Transportation Planning and Programming Division

Map Projecton and Datum:
Texas State Mapping System (TSMS), NAD27

Texas Department of Transportation

AGENDA COMMENTARY

Discussion Date: 11/20/2014

Approval Date: 11/20/2014

Submitted By: Junru Roland

SUBJECT:

Consider approval of Ordinance 14-FF, amending the City of Alvin 2014-15 fiscal year budget for the purpose of appropriating $198,493.83 of prior fiscal year (FY 2013-14) encumbrances into the current fiscal year as set forth for each individual account in the attached Exhibit "A"; 1st reading.

DISCUSSION:

An encumbrance is basically the reserving of funds when a purchase order is approved. Accounting practices require that these funds be reserved or encumbered until they are paid. When the books were closed on September 30, 2014, there were open (outstanding) purchase orders. As the encumbered items are delivered and paid during the 2014-15 fiscal year, negative budget variances will be reflected in departmental accounts unless budget appropriations for the prior year encumbrances are moved from the prior fiscal year (2013-14) into the current fiscal year (2014-15).

The total amount of outstanding encumbrances to be carried over from fiscal year 2013-14 is $198,493.83.

RECOMMENDATION:

Move to approve Ordinance 14-FF, amending the City of Alvin 2014-15 budget for prior year encumbrances.

ATTACHMENTS:

1. Ordinance 14-FF
2. Exhibit "A"
3.
4.
5.
6.

Submitted by:	Funds Available:	Approved as to Form:	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: 2014.11.10 17:54:45 -06'00'	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: 2014.11.10 17:54:55 -06'00'	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: 2014.11.11 15:52:26 -06'00'	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: 2014.11.13 12:30:18 -06'00'
Department Head	**Finance Director**	**City Attorney**	**City Manager**

ORDINANCE NO. 14-FF

AN ORDINANCE AMENDING THE CITY OF ALVIN 2014-2015 FISCAL YEAR BUDGET FOR THE PURPOSE OF APPROPRIATING ONE HUNDRED NINETY EIGHT THOUSAND FOUR HUNDRED NINETY THREE DOLLARS AND 83/100 ($198,493.83) OF PRIOR FISCAL YEAR (2013-14) ENCUMBRANCES INTO THE CURRENT FISCAL YEAR AS SET FORTH FOR EACH INDIVIDUAL ACCOUNT IN THE ATTACHED EXHIBIT "A"; AND PROVIDING FOR RELATED MATTERS. NOW THEREFORE,

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

Section 1. That the City of Alvin 2014-2015 Fiscal Year Budget is hereby amended by appropriating the sum of One Hundred Ninety Eight Thousand Four Hundred Ninety Three dollars and 83/100 ($198,493.83) of prior fiscal year encumbrances into the current fiscal year as set forth for each individual account in Exhibit "A" attached hereto and incorporated herein by reference.

Section 2. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't Code*.

PASSED AND APPROVED on first reading on the_____day of_____, 2014.

PASSED AND APPROVED on second and final reading on the_____day of_____, 2014.

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

By: _____ By: _____

Dixie Roberts, City Clerk Paul A. Horn, Mayor

EXHIBIT "A"
Encumbrance Detail as of 09/30/2014

Fund	Department	Vendor Name	PO Number		Amount
General Fund	**Finance**				
	111-2501-00-2125	Office Depot	2014003414		999.95
	111-2501-00-3220	Document Engine	2014003425		900.00
				Total Finance	1,899.95
	Human Resource				
	111-2503-00-3100	Strategic Government Resources	2014003354		27,000.00
				Total Human Resource	27,000.00
	Municipal Court				
	111-2502-00-2100	Quill	2014003423		509.98
				Total Municipal Court	509.98
	Police				
	111-3501-00-2125	Red Defense	2014001499		315.00
	111-3501-00-3190	Avaya	2014001668		724.69
	111-3501-00-3210	UPS	2014003301		14.51
	111-3501-00-3270	Clear the Air	2014000230		2,128.00
				Total Police	3,182.20
	Animal Shelter				
	111-3501-18-3100	Butler Animal Health Holding Co., LLC	2014002552		122.21
	111-3501-18-2125	Computer Electronics	2014002134		416.85
				Total Animal Shelter	539.06
	Fire				
	111-3501-18-3270	Clear the Air	2014000230		385.00
	111-3502-00-2300	Gulf Coast Breathing Air	2014003222		14,859.00
	111-3502-00-3260	Gulf Coast Breathing Air	2014001210		329.00
	111-3502-00-3260	US Bank Equipment	2014000229		184.38
	111-3502-00-3510	Hall-Mark	2014002741		366.65
	111-3502-00-3510	Houston Two-Way Radio	2014001350		390.00
	111-3502-00-3510	Diversified Inspections	2014002472		1,106.25
				Total Fire	17,620.28
	Parks Administration				
	111-7001-00-2125	Advance Auto Parts	2014003313		8.07
	111-7001-00-2275	Spectrum Pool Products	2014003241		209.00
	111-7001-00-3270	Larry Dietrich	2014001932		3,951.20
				Total Parks Administration	4,168.27
	Senior Center				
	111-7001-02-2200	WalMart Community	2014003419		92.91
	111-7001-02-2275	Kelly's Country Cookin'	2014003422		419.40
	111-7001-02-3270	Clear the Air	2014000230		770.00
				Total Senior Center	1,282.31
	Library				
	111-7002-00-3270	Clear the Air	2014000230		640.00
				Total Library	640.00
	Other Requirements				
	111-9001-00-3100	MCC Innovations	2014002576		44,564.14
				Total Other Requirements	44,564.14
				General Fund Total	**101,406.19**
Hotel Motel Fund/CVB	121-1006-14-2100	Office Depot	2014003445		90.00
	121-1006-14-3225	Amsterdam Printing & Litho	2014003442		901.08
				Total Motel Fund/CVB	991.08

Special Investigation Fund	123-3501-07-2125	NATW	2014003026		2,014.31
				Special Investigation Total	2,014.31
Municipal Court Technology Fund	125-2502-00-2125	Tyler Technologies	2014003256		2,100.00
				Total Municipal Court Technology	2,100.00
Utility Fund	**Water**				
	211-6001-00-3100	US Underwater Services	2014003277		1,992.00
				Total Water Program	1,992.00
	Sewer				
	211-6002-00-3260	Coastal Pump	2014002927		6,544.00
				Total Sewer Program	6,544.00
	WWTP				
	211-6003-00-3260	Gill's Small Engine	2014003169		84.10
	211-6003-00-3260	William J. Hopper	2014003330		767.00
				Total WWTP Program	851.10
	Utility Billing				
	211-6005-00-2125	Office & Furniture Companies of Texas	2014001823		200.00
	211-6005-00-3290	Tyler Technologies	2014003046		6,700.00
	211-6005-00-3290	Tyler Technologies	2013003188		20,000.00
				Total Utility Billing Program	26,900.00
	Public Service Facility				
	211-6006-00-3270	Clear the Air	2014000230		816.00
				Total Public Service Facility	816.00
				Utility Fund Total	**37,103.10**
EMS Fund	213-3503-00-2100	Office Depot	2014003044		500.00
	213-3503-00-2100	Office Depot	2014003131		500.00
	213-3503-00-2200	Sparkletts & Sierra Springs	2014003050		353.33
	213-3503-00-2225	Quadmed, Inc.	2014000816		1,494.98
	213-3503-00-2225	Vidacare Corporation	2014002146		900.00
	213-3503-00-2225	Vidacare Corporation	2014003051		900.00
	213-3503-00-2250	Gall's, An Aramark Co., LLC	2014002145		900.00
	213-3503-00-2250	Gall's, An Aramark Co., LLC	2014001831		900.00
	213-3503-00-2250	Gall's, An Aramark Co., LLC	2014001689		254.04
	213-3503-00-2250	Southern Athletic Supply, Inc.	2014003253		300.00
				Total EMS	7,002.35
Sales Tax Fund- Street	312-5501-00-2125	Gill's Small Engine	2014003038		207.60
	312-5501-00-2125	Gill's Small Engine	2014002894		593.99
	312-5501-00-2125	Tractor Supply	2014003443		199.99
	312-5501-00-2125	Gill's Small Engine	2014002935		70.56
	312-5501-00-3530	C&D Surveying	2014003228		4,800.00
	312-5501-00-9011	Cleveland Asphalt Service	2014002774		5,152.50
	312-5501-00-9011	Cleveland Asphalt Service	2014002827		2,516.00
				Total Sales Tax- Street	13,540.64
Cemetary Fund	511-1007-00-3270	Dell Marketing	2014002295		1,425.00
				Total Cemetary Fund	1,425.00
Donation Fund	512-3501-18-2125	Taser International	2014003286		3,778.37
	512-3501-18-2125	Animal Care Equipment & Service	2014002561		955.00

				Total Donation Fund	4,733.37
Senior Fund	513-7001-02-2277	Wal-Mart Community	2014003419		104.78
	513-7001-02-2278	Wal-Mart Community	2014003382		155.01
				Total Senior Fund	259.79
Central Shop Program	611-8001-00-2300	Advance Auto Parts	2014003290		25.74
	611-8001-00-2300	Advance Auto Parts	2014003433		37.78
	611-8001-00-2300	CTE LLC	2014003441		310.00
	611-8001-00-2300	Advance Auto Parts	2014003343		472.49
	611-8001-00-2300	Advance Auto Parts	2014003264		999.99
	611-8001-00-2300	Advance Auto Parts	2014003347		20.98
	611-8001-00-2300	Advance Auto Parts	2014003385		131.09
	611-8001-00-2300	Advance Auto Parts	2014003410		14.10
				Total Central Shop Program	2,012.17
IT Maintenance Program	613-2505-00-3260	INX Presidio Networked Solutions	2013001472		1,448.76
	613-2505-00-3290	Tyler Technologies	2012003097		16,799.01
	613-2505-00-3290	Tyler Technologies	2012000789		4,200.00
	613-2505-00-3290	Dell Marketing	2014002852		2,833.06
	613-2505-00-3290	Tyler Technologies	2014001680		625.00
				Total IT Maintenance Program	25,905.83
				Grant Total- All Funds	**$ 198,493.83**

AGENDA COMMENTARY

Discussion Date: 11/20/2014

Approval Date:

Submitted By: Dixie Roberts

SUBJECT:

Consider Ordinance 14-JJ amending Chapter 5 ½, Cemeteries, Section 3, Requirements regarding columbaria niches and lots/spaces, of the Code of Ordinances; for the purpose of allowing the placement of upright grave markers within Tract 5 of the Oak Park Cemetery; providing an effective date and setting forth other provisions related thereto; 1st reading.

DISCUSSION:

This change in policy will solve many issues had within tract 5 of the Oak Park Cemetery. There are currently 2 upright markers that were approved and installed in years prior. This has caused contention amongst other family's who also have loved ones buried within this section because they have not been allowed to also install the upright markers. In the pictures presented you will see that tract 5 appears to be turning into a sea of benches, which in my mind doesn't fit within the scope of the desired appearance for the cemetery. I propose that the installation of benches from this point forward not be allowed. Most of the benches currently in place are made of concrete and are in disrepair and need to be removed. Once they become dilapidated, we simply will not allow for their replacement. The prohibition of upright markers within this section was put into place for maintenance reasons. They wanted the mowers to simply be able to come in and mow over the grave markers. This hasn't been the case. The flat markers that have been installed are not flush with the ground. The same type of maintenance is done because of the benches in place as what would have to be done with upright markers.

RECOMMENDATION:

Approve Ordinance 14-JJ amending Chapter 5 1/2 to allow for the placement of upright grave markers within Tract 5 of the Oak Park Cemetery.

ATTACHMENTS:

1. Ordinance 14-JJ
2. Pictures of Oak Park Cemetery - Tract 5
3.
4.
5.
6.

Submitted by:	Funds Available:	Approved as to Form:	Approved 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: 2014.11.10 15:23:37 -06'00'		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: 2014.11.05 18:12:00 -06'00'	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: 2014.11.13 12:32:58 -06'00'
Department Head	**Finance Director**	**City Attorney**	**City Manager**

ORDINANCE 14-JJ

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS AMENDING CHAPTER 5½, CEMETERIES; FOR THE PURPOSE OF ALLOWING UPRIGHT GRAVE MARKERS WITHIN TRACT 5 OF OAK PARK CEMETERY, PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; PROVIDING AN EFFECTIVE DATE AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

Section 1. That Chapter 5½, Cemeteries, of the Code of Ordinances, City of Alvin, Texas is hereby amended with the language as follows:

. . .

Sec. 5½ - 3. Requirements regarding columbaria niches and lots / spaces.

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

. . .

(d) Requirements for grave markers. Grave markers shall be composed of either granite, marble or bronze and shall be set on a concrete foundation which must be at least the size of the base of the marker, at least six (6) inches thick and which shall have sufficient pier holes as determined by the city engineer. ~~Grave markers in the area of Oak Park Cemetery designated as section 4, tract 5 shall be restricted to flat markers.~~ Upright and flat grave markers are allowed in all sections of Oak Park Cemetery. Grave markers within Tract 5 shall not exceed the following dimensions: forty-four (44) inches in width (across the grave); and thirty-six (36) inches in height (including the base). No grave markers shall be set until the city engineer has determined that the grave marker complies with the city's requirements. All markers are to be constructed in such a manner as to permit the mowing, trimming and other care of the lawn and foliage in the cemetery. One upright memorial or flat marker will be permitted per single grave space. A companion memorial may be placed upon two grave spaces and may not exceed the following dimensions: ninety-eight (98) inches in width (across the grave); and thirty-six (36) inches in height (including the base). The permanent placement of chairs, benches, or settes shall not be

allowed upon gravesites. Benches that are currently in place will not be subject to replacement once deteriorated.

. . .

Section 2. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 3. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of *Chapt. 52, Tex. Loc. Gov't. Code*, and the *City of Alvin Charter*.

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

PASSED AND APPROVED on first reading on the ___ day of _____, 2014.

PASSED AND APPROVED on second and final reading on the _____ day of _____, 2014.

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

By: _____ By: _____

Dixie Roberts, City Clerk Paul A. Horn, Mayor

Tract 5 pictured –Does not currently allow for the installation of upright monuments. It does however allow for the installation of benches.

Tract 4 pictured – Currently allows for upright monuments, etc.

AGENDA COMMENTARY

Discussion Date: 11/20/2014

Approval Date:

Submitted By: Dixie Roberts

SUBJECT:

Consider Ordinance 14-KK amending Chapter 2, Administration, Article VI, Records Management, of the Code of Ordinances; for the purpose of revising the Records Management Program; and setting forth other provisions related thereto; 1st reading.

DISCUSSION:

This is a revision to the ordinance bringing the City of Alvin up to date with current records management practices.

RECOMMENDATION:

Approve Ordinance 14-KK on first reading.

ATTACHMENTS:

1. Ordinance 14-KK
2. Ordinance 90-C
3.
4.
5.
6.

Submitted by:	Funds Available:	Approved as to Form:	Approved 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: 2014.11.05 16:50:22 -06'00'		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: 2014.11.05 18:14:01 -06'00'	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: 2014.11.13 12:33:24 -06'00'
Department Head	**Finance Director**	**City Attorney**	**City Manager**

ORDINANCE NO. 14-KK

AN ORDINANCE OF THE CITY OF ALVIN, AMENDING CHAPTER 2-ADMINISTRATION, ARTICLE VI, RECORDS MANAGEMENT, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF REVISING THE RECORDS MANAGEMENT PROGRAM; PROVIDING AN EFFECTIVE DATE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO

WHEREAS, Title 6, Subtitle C, Local Government Code (Local Government Records Act) provides that a City must establish by Ordinance an active and continuing records management program to be administered by a Records Management Officer; and

WHEREAS, pursuant to such authority the City Council adopted a records management ordinance which is codified in Chapter 2 Administration, Article VI of the Code of Ordinances, City of Alvin, Texas; and

WHEREAS, the CITY OF ALVIN, TEXAS, desires to amend the following sections within Chapter 2, Article VI of the Code of Ordinances for that purpose and to prescribe policies and procedures consistent with the Local Government Records Act and in the interests of cost-effective and efficient recordkeeping;

NOW, THEREFORE, **BE IT ORDAINED BY THE CITY OF ALVIN, TEXAS** that the following sections of the Code of Ordinances shall be amended:

Section 1. That Section 2-81 of the Code of Ordinances, City of Alvin, Texas is hereby amended to read as follows:

"Sec. 2-81. Additional Definitions.

The following additional words and terms, when used in this article, shall have the following meaning:

Active Record: Those records in current use, which must be retained in offices because of frequent reference and are necessary to conduct day-to-day operations.

Convenience Copies: Extra identical copies of documents created only for convenience of reference or research.

Department ~~h~~Head: ~~means~~ The officer who by ordinance, order, or administrative policy that is in charge of an office of the City of Alvin that creates or receives records.

~~***Essential record*** means any record of the city necessary to the resumption or continuation of operations of the city in an emergency or disaster, to the re-creation of the legal and financial status of the city, or to the protection and fulfillment of obligations to the people of the state.~~

Electronic Storage: The maintenance of local government record date in the form of digital electronic signals on a computer hard disk, magnetic tape, optical disk, or similar machine-readable medium.

Emergency Management Coordinator: The officer who is responsible for the operation of the Emergency Management Program of the City.

Inactive Record: Those records which are seldom referred to but must be retained temporarily or permanently because of legal, fiscal, administrative, or archival value.

Local Government Record: Any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under laws of the state, created or received by a local government or any of its officers or employees pursuant to law, including an ordinance, or in the transaction of public business. [LGC 201.003 (8)].

Non-Record: Records that are not the original or the "official" copy of a document.

OCR: Optical Character Recognition. This generates text versions of documents so that specific words can be searched for by document management programs.

Permanent ~~r~~Record: ~~means a~~Any record of the City of Alvin for which the retention period on a records control schedule is given as permanent.

Public Record: Any record subject to disclosure to the public under the Texas Public Information Act.

Records ~~c~~Control ~~s~~Schedule: ~~means a document prepared by or under the authority of the Records Management Officer listing the records maintained by the City, their retention periods, and other records disposition information that the records management program may require~~ The retention schedules as established by the Texas State Library and Archives Commissions and adopted by the City.

Records ~~l~~Liaison ~~o~~Officers: ~~mean t~~The persons designated ~~under~~ by each Department Head to be responsible for assuring that the guidelines ~~as~~ set forth by the records management policy are strictly adhered to within said department as set forth in Section 2-88.

~~-~~***Records ~~m~~Management:*** ~~means t~~The application of management techniques to the creation, use, maintenance, retention, preservation, and disposal of records for the purposes of reducing the costs and improving the efficiency of recordkeeping. The term includes the development of records control schedules, the management of filing and information retrieval systems, the protection of essential and permanent records, the economical and space - effective storage of inactive records, control over the creation and distribution of forms, reports, and correspondence, and the management of micrographics and electronic and other records storage systems.

~~*Records management committee* means the committee established in Section 6 of this Ordinance.~~

Records ~~m~~Management ~~o~~Officer: ~~means the person designated in Section 5 of this Ordinance.~~ The City Clerk and the successive holders of said office as set forth in Section 2-84.

Records ~~m~~Management ~~p~~Plan: ~~means t~~The plan developed under Section 2-85 of this Ordinance.

Record Series: A group of records with the same function and the same retention period.

Retention ~~p~~Period: ~~means t~~The minimum time that must pass after the creation, recording, or receipt of a record, or the fulfillment of certain actions associated with a record, before it is eligible for destruction.

Scanning/Imaging: The digital version of a paper document.

Source document: The local government record from which local government record data is obtained for electronic storage. The term does not include backup copies of the data in any media generated from electronic storage.

Vital/Essential Record: Records necessary to the resumption or continuation of government operations in an emergency or disaster. These are records that the City must have in order to continue its day-to-day operations.

. . .

Section 2. That section 2-84 of the Code of Ordinances, City of Alvin, Texas is hereby amended to read as follows:

Sec. 2-84. Designation of Records Management Officer.

The City ~~Secretary~~Clerk, and the successive holders of said office, shall serve as Records Management Officer for the City. As provided by state law, each successive holder of the office shall file his or her name with the director and librarian of the Texas State Library within thirty days of the initial designation or of taking up the office, as applicable.

Section 3. That section 2-85 of the Code of Ordinances, City of Alvin, Texas is hereby amended by deleting the entire section as follows:

~~**SECTION 2-85. ESTABLISHMENT OF RECORDS MANAGEMENT COMMITTEE; DUTIES.**~~

~~A Records Management Committee consisting of the City Attorney and the Finance Director is hereby established. The Committee shall:~~

~~(1) assist the Records Management Officer in the development of policies and procedures governing the records management program;~~

~~(2) review the performance of the program on a regular basis and propose changes and improvements if needed;~~

~~(3) review and approve records control schedules submitted by the Records Management Officer;~~

~~(4) give final approval to the destruction of records in accordance with approved records control schedules; and~~

~~(5) actively support and promote the records management program throughout the City of Alvin.~~

Section 4. That section 2-86 of the Code of Ordinances, City of Alvin, Texas is hereby amended to read as follows:

Sec. 2-~~86~~85. Records Management Plan to be Developed; Approval of Plan; Authority of Plan.

(a) The Records Management Officer ~~and the Records Management Committee~~ shall develop a ~~r~~Records ~~m~~Management ~~p~~Plan for the City for submission to the City Council. The plan must contain policies and procedures designed to reduce the costs and improve the efficiency of recordkeeping, to adequately protect the essential records of the City, and to properly preserve those records of the City that are of historical value. The plan must be designed to enable the Records Management Officer to carry out his or her duties prescribed by state law and this Ordinance effectively.

(b) Once approved by the City Council the records management plan shall be binding on all offices, departments, divisions, programs, commissions, bureaus, boards, committees, or similar entities of the City of Alvin and records shall be created, maintained, and stored. ~~and microfilmed.~~

. . .

Section 5. That section 2-87 of the Code of Ordinances, City of Alvin, Texas is hereby amended to read as follows:

Sec. 2-~~87~~86. Duties of Records Management Officer

In addition to other duties assigned in this Ordinance, the Records Management Officer shall:

. . .

12. Ensure that the maintenance, preservation, ~~microfilming~~ scanning, destruction, or other disposition of the City records is carried out in accordance with the policies and procedures of the records management program and the requirements of state law;

13. Maintain records on the volume of records destroyed under approved records control schedules, the volume of records ~~microfilmed or stored electronically~~scanned, and the estimated cost and space savings as the result of such disposal or disposition;

14. Report annually to the City ~~Council~~ Manager on the implementation of the records management plan in each department of the City, including summaries of the statistical and fiscal data compiled under Subsection (13);

15. Bring to the attention of the ~~City Council~~ City Manager non-compliance by department heads or other City personnel with the policies and procedures of the records management program of the Local Government Records Act.

Section 6. That section 2-88 of the Code of Ordinances, City of Alvin, Texas is hereby amended to read as follows:

Sec. 2-~~88~~87. Duties and Responsibilities of Department Heads.

In addition to other duties assigned in this Ordinance, Department Heads shall:

. . .

3. Maintain the records in his or her care and carry out their preservation, ~~microfilming~~ imaging, destruction, or other disposition only in accordance with the policies and procedures of the records management program of the City of Alvin and the requirements of this Ordinance.

Section 7. That section 2-89 of the Code of Ordinances, City of Alvin, Texas is hereby amended as follows:

Sec. 2-~~89~~88. – Designation of records liaison officers.

Each department head shall designate a member of his or her staff to serve as records liaison officer for the implementation of the records management program in the department. If the records management officer determines that in the best interests of the records management program more than one records liaison officer should be designated for a department, the department head shall designate the number of records liaison officers specified by the records management officer. Persons designated as records liaison officers shall be thoroughly familiar with all the records created and maintained by the department and shall have full access to all records of the city maintained by the department. In the event of the resignation, retirement, dismissal or removal by action of the department head of a person designated as a records liaison officer, the department head shall promptly designate another person to fill the vacancy. A department head may serve as records liaison officer for his or her department.

Section 8. That section 2-90 of the Code of Ordinances, City of Alvin, Texas is hereby amended as follows:

Sec. 2-~~90~~89 - Duties and responsibilities of records liaison officers.

In addition to other duties assigned in this article, records liaison officers shall:

(1) Conduct or supervise the conduct of inventories of the records of the department in preparation for the development of records-control schedules;

(2) In cooperation with the records management officer, coordinate and implement the policies and procedures of the records management program in their departments; and

(3) Disseminate information to department staff concerning the records management program.

Section 9. That section 2-91 of the Code of Ordinances, City of Alvin, Texas is hereby amended to read as follows:

Sec. 2-~~91~~90. Compliance of Records Control Schedules to be ~~DEVELOPED~~; ~~APPROVAL;~~ Filed~~ING~~ With State.

~~a. The Records Management Officer, in cooperation with department heads and Records Liaison Officers, shall prepare records control schedules on a department by department basis listing all records created or received by the department and the retention period for each record. Records control schedules shall also contain such other information regarding the disposition of City records as the records management plan may require.~~

~~b. Each records control schedule shall be monitored and amended as needed by the Records Management Officer on a regular basis to ensure that it is in compliance with records retention schedules issued by the state and that it continues to reflect the recordkeeping procedures and needs of the department and the records management program of the City. c. Before its adoption a records control schedule or amended schedule for a department must be approved by the department head and the members of the Records Management Committee.~~

~~c~~a. Before its adoption a records-control schedule or amended schedule for a department must be approved by the department head and the~~ members of the records management committee~~ Records Management Officer.

~~d. Before its adoption a record control schedule must be submitted to and accepted for filing by the director and librarian as provided by state law. If a schedule is not accepted for filing, the schedule shall be amended to make it acceptable for filing. The Records Management Officer shall submit the records control schedules to the director and librarian.~~

b. The Records Management Officer shall file a *Declaration of Compliance - Records Scheduling Requirement of the Local Government Records Act* with the Texas State Library and Archives Commission (TSLAC). The following schedules shall be adopted:

(1) Schedule EL Records of Elections and Voter Registration
(2) Schedule GR Records Common to All Governments
(3) Schedule HR Records of Public Health Agencies
(4) Schedule LC Records of Justice and Municipal Courts
(5) Schedule PS Records of Public Safety Agencies
(6) Schedule PW Records of Public Works and Services
(7) Schedule TX Records of Property Taxation
(8) Schedule UT Records of Utility Services

c. A department may retain records beyond the mandatory retention period. The department head must notify the records liaisons of the department as well as the Records Management Officer.

d. If there is a record that cannot be found on one of the above listed schedules, contact the Records Management Officer. The Records Management Officer will then submit the required TSLAC forms to have the new record added to the record control scheduled.

e. All records must be retained for at least the minimum amount of time stipulated by law.

Section 10. That section 2-92 of the Code of Ordinances, City of Alvin, Texas is hereby amended as follows:

Sec. 2-~~92~~91 – Implementation of records – control schedules; destruction of records under schedule.

(a) A records-control schedule for a department that has been approved and adopted under section 2-~~86~~85 shall be implemented by department heads and records liaison officers according to the policies and procedures of the records management plan.

(b) A record whose retention period has expired on a records-control schedule shall be destroyed unless an open records request is pending on the record, the subject matter of the record is pertinent to a pending law suit, or the department head requests in writing to the records management committee that the record be retained for an additional period.

(c) Prior to the destruction of a record under an approved records-control schedule, authorization for the destruction must be obtained by the records management officer from the records management committee.

Section 11. That section 2-93 of the Code of Ordinances, City of Alvin, Texas is hereby amended as follows:

Sec. 2-~~93~~92 – Destruction of unscheduled records.
A record that has not yet been listed on an approved records-control schedule may be destroyed if its destruction has been approved in the same manner as a record destroyed under an approved

schedule and the records management officer has submitted to and received back from the director and librarian an approved destruction authorization request.

Section 12. That section 2-94 of the Code of Ordinances, City of Alvin, Texas is hereby amended as follows:

Sec. 2-~~94~~93 – Records Center.
A records center, developed pursuant to the plan required by section 2-85, shall be under the direct control and supervision of the records management officer. Policies and procedures regulating the operations and use of the records center shall be contained in the records management plan developed under section 2-85.

Section 13. That section 2-95 of the Code of Ordinances, City of Alvin, Texas is hereby amended to read as follows:

Sec. 2-~~95~~94. Micrographics.
~~Unless a micrographics program in a department is specifically exempted by order of the City Council, all microfilming of records will be centralized and under the direct supervision of the Records Management Officer.~~

The records management plan will establish policies and procedures for the digitalization of ~~microfilming~~ of City records, including policies to ensure that all ~~microfilming~~ storage is done in accordance with standards and procedures ~~for the microfilming~~ of local government records established in the rules of the Texas State Library and Archives Commission. The plan will also establish criteria for determining the eligibility of records for ~~microfilming~~ digitalization. ~~and protocols for ensuring that a microfilming program that is exempted from the centralized operations is, nevertheless, subject to periodic review by the records management officer as to cost-effectiveness, administrative efficiency, and compliance with commission rules.~~

Section 14. That sections 2-96 – 2-105 of the Code of Ordinances, City of Alvin, Texas is hereby amended as follows:

Secs. 2-~~96~~95 – 2-105. - Reserved.

Section 15. 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 16. Effective Date. This ordinance shall take effect immediately from and after its passage in accordance with the provisions of *Chapt. 52, Tex. Loc. Gov't. Code, and the City of Alvin Charter*.

Section 17. 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:

By: _____
Dixie Roberts, City Clerk

CITY OF ALVIN, TEXAS:

By: _____
Paul A. Horn, Mayor

ORDINANCE NO. 90-C

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, ESTABLISHING AN ACTIVE AND CONTINUING RECORDS MANAGEMENT PROGRAM, NAMING A RECORDS MANAGEMENT OFFICER, AND PRESCRIBING POLICIES AND PROCEDURES IN THE INTERESTS OF COST-EFFECTIVE AND EFFICIENT RECORDKEEPING.

WHEREAS, Title 6, Subtitle C, Local Government Code (Local Government Records Act) provides that a City must establish by Ordinance an active and continuing records management program to be administered by a Records Management Officer; and

WHEREAS, the CITY OF ALVIN, TEXAS, desires to adopt an ordinance for that purpose and to prescribe policies and procedures consistent with the Local Government Records Act and in the interests of cost-effective and efficient recordkeeping:

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

SECTION 1. DEFINITION OF CITY RECORDS.

All documents, papers, letters, books, maps, photographs, sound or video recordings, microfilm, magnetic tape, electronic media, or other information recording media, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by the City, or any of its officers or employees pursuant to law or in the transaction of public business are hereby declared to be the records of the City and shall be created, maintained, and disposed of in accordance with the provisions of this Ordinance or procedures authorized by it and in no other manner.

SECTION 2. ADDITIONAL DEFINITIONS.

(1) "Department head" means the officer who by ordinance, order, or administrative policy is in charge of an office of the City that creates or receives records.

(2) "Essential record" means any record of the City necessary to the resumption or continuation of operations of the City in an emergency or disaster, to the re-creation of the legal and financial status of the City, or to the

protection and fulfillment of obligations to the people of the state.

(3) "Permanent record" means any record of the City for which the retention period on a records control schedule is given as permanent.

(4) "Records control schedule" means a document prepared by or under the authority of the Records Management Officer listing the records maintained by the City, their retention periods, and other records disposition information that the records management program may require.

(5) "Records management" means the application of management techniques to the creation, use, maintenance, retention, preservation, and disposal of records for the purposes of reducing the costs and improving the efficiency of recordkeeping. The term includes the development of records control schedules, the management of filing and information retrieval systems, the protection of essential and permanent records, the economical and space-effective storage of inactive records, control over the creation and distribution of forms, reports, and correspondence, and the management of micrographics and electronic and other records storage systems.

(6) "Records liaison officers" mean the persons designated under Section 10 of this Ordinance.

(7) "Records management committee" means the committee established in Section 6 of this Ordinance.

(8) "Records management officer" means the person designated in Section 5 of this Ordinance.

(9) "Records management plan" means the plan developed under Section 7 of this Ordinance.

(10) "Retention period" means the miniumum time that must pass after the creation, recording, or receipt of a record, or the fulfillment of certain actions associated with a record, before it is eligible for destruction.

SECTION 3. CITY OF ALVIN RECORDS DECLARED PUBLIC.

All City records as defined in Section 1 of this ordinance are hereby declared to be the property of the City of Alvin. No City official or employee has, by virtue

of his or her position, any personal or property right to such records even though he or she may have developed or compiled them. The unauthorized destruction, removal from files, or use of such records is prohibited.

SECTION 4. POLICY.

It is hereby declared to be the policy of the City to provide for efficient, economical, and effective controls over the creation, distribution, organization, maintenance, use, and disposition of all City records through a comprehensive system of integrated procedures for the management of records from their creation to their ultimate disposition, consistent with the requirements of the Texas Local Government Records Act and accepted records management practice.

SECTION 5. DESIGNATION OF RECORDS MANAGEMENT OFFICER.

The City Secretary, and the successive holders of said office, shall serve as Records Management Officer for the City. As provided by state law, each successive holder of the office shall file his or her name with the director and librarian of the Texas State Library within thirty days of the initial designation or of taking up the office, as applicable.

SECTION 6. ESTABLISHMENT OF RECORDS MANAGEMENT COMMITTEE; DUTIES.

A Records Management Committee consisting of the City Attorney and the Finance Director is hereby established. The Committee shall:

(a) assist the Records Management Officer in the development of policies and procedures governing the records management program;

(b) review the performance of the program on a regular basis and propose changes and improvements if needed;

(c) review and approve records control schedules submitted by the Records Management Officer;

(d) give final approval to the destruction of records in accordance with approved records control schedules; and

(e) actively support and promote the records management

program throughout the City of Alvin.

SECTION 7. RECORDS MANAGEMENT PLAN TO BE DEVELOPED; APPROVAL OF PLAN; AUTHORITY OF PLAN.

(a) The Records Management Officer and the Records Management Committee shall develop a record management plan for the City for submission to the City Council. The plan must contain policies and procedures designed to reduce the costs and improve the efficiency of recordkeeping, to adequately protect the essential records of the City, and to properly preserve those records of the City that are of historical value. The plan must be designed to enable the Records Management Officer to carry out his or her duties prescribed by state law and this Ordinance effectively.

(b) Once approved by the City Council the records management plan shall be binding on all offices, departments, divisions, programs, commissions, bureaus, boards, committees, or similar entities of the City of Alvin and records shall be created, maintained, stored, and microfilmed.

(c) State law relating to the duties, other responsibilities, or recordkeeping requirements of a department head do not exempt the department head or the records management plan adopted under it and may not be used by the department head as a basis for refusal to participate in the records management program of the City.

SECTION 8. DUTIES OF RECORDS MANAGEMENT OFFICER.

In addition to other duties assigned in this Ordinance, the Records Management Officer shall:

(1) administer the records management program and provide assistance to department heads in its implementation;

(2) plan, formulate, and prescribe records disposition policies, systems, standards, and procedures;

(3) in cooperation with department heads identify essential records and establish a disaster plan for each City office and department to ensure maximum availability of the records in order to re-establish operations quickly and with minimum disruption and expense;

(4) develop procedures to ensure the permanent preservation of the historically valuable records of the City;

(5) establish standards for filing and storage equipment and for recordkeeping supplies;

(6) study the feasibility of and, if appropriate, establish a uniform filing system and a forms design and control system for the City of Alvin;

(7) provide records management advice and assistance to all City departments by preparation of a manual or manuals of procedure and policy and by on-site consultation;

(8) monitor records retention schedules and administrative rules issued by the Texas State Library and Archives Commission to determine if the records management program and the City's records control schedules are in compliance with state regulations;

(9) disseminate to the City Council and Department Heads information concerning state laws and administrative rules relating to local government records;

(10) instruct Records Liaison Officers and other personnel in policies and procedures of the records management plan and their duties in the records management program;

(11) direct Records Liaison Officers or other personnel in the conduct of records inventories in preparation of the development of records control schedules as required by state law and this Ordinance;

(12) ensure that the maintenance, preservation, microfilming, destruction, or other disposition of the City records is carried out in accordance with the policies and procedures of the records management program and the requirements of state law;

(13) maintain records on the volume of records destroyed under approved records control schedules, the volume of records microfilmed or stored electronically, and the estimated cost and space savings as the result of such disposal or disposition;

(14) report annually to the City Council on the implementation of the records management plan in each department of the City, including summaries of the statistical and fiscal data compiled under Subsection (13); and

(15) bring to the attention of the City Council non-compliance by department heads or other City personnel with the policies and procedures of the records management program of the Local Government Records Act.

SECTION 9. DUTIES AND RESPONSIBILITIES OF DEPARTMENT HEADS.

In addition to other duties assigned in this Ordinance, Department Heads shall:

(1) cooperate with the Records Management Officer in carrying out the policies and procedures established in the City of Alvin for the efficient and economical management of records and in carrying out the requirements of this Ordinance.

(2) adequately document the transaction of government business and the services, programs, and duties for which the department head and his or her staff are responsible; and

(3) maintain the records in his or her care and carry out their preservation, microfilming, destruction, or other disposition only in accordance with the policies and procedures of the records management program of the City of Alvin and the requirements of this Ordinance.

SECTION 10. DESIGNATION OF RECORDS LIAISON OFFICERS.

Each Department Head shall designate a member of his or her staff to serve as Records Liaison Officer for the implementation of the records management program in the department. If the Records Management Officer determines that in the best interests of the records management program more than one Records Liaison Officer should be designated for a department, the department head shall designate the number of Records Liaison Officers specified by the Records Management Officer. Persons designated as Records Liaison Officers shall be thoroughly familiar with all the records

created and maintained by the department and shall have full access to all records of the City maintained by the department. In the event of the resignation, retirement, dismissal, or removal by action of the department head of a person designated as a Records Liaison Officer, the department head shall promptly designate another person to fill the vacancy. A department head may serve as Records Liaison Officer for his or her department.

SECTION 11. DUTIES AND RESPONSIBILITIES OF RECORDS LIAISON OFFICERS.

In addition to other duties assigned in this Ordinance, Records Liaison Officers shall:

(a) conduct or supervise the conduct of inventories of the records of the department in preparation for the development of records control schedules;

(b) in cooperation with the Records Management Officer coordinate and implement the policies and procedures of the records management program in their departments; and

(c) disseminate information to department staff concerning the records management program.

SECTION 12. RECORDS CONTROL SCHEDULES TO BE DEVELOPED; APPROVAL; FILING WITH STATE.

(a) The Records Management Officer, in cooperation with department heads and Records Liaison Officers, shall prepare records control schedules on a department by department basis listing all records created or received by the department and the retention period for each record. Records control schedules shall also contain such other information regarding the disposition of City records as the records management plan may require.

(b) Each records control schedule shall be monitored and amended as needed by the Records Management Officer on a regular basis to ensure that it is in compliance with records retention schedules issued by the state and that it continues to reflect the recordkeeping procedures and needs of the department and the records management program of the City.

(c) Before its adoption a records control schedule or amended schedule for a department must be approved by the department head and the members of the Records Management Committee.

(d) Before its adoption a record control schedule must be submitted to and accepted for filing by the director and librarian as provided by state law. If a schedule is not accepted for filing, the schedule shall be amended to make it acceptable for filing. The Records Management Officer shall submit the records control schedules to the director and librarian.

SECTION 13. IMPLEMENTATION OF RECORDS CONTROL SCHEDULES; DESTRUCTION OF RECORDS UNDER SCHEDULE.

(a) A records control schedule for a department that has been approved and adopted under Section 7 shall be implemented by department heads and Records Liaison Officers according to the policies and procedures of the records management plan.

(b) A record whose retention period has expired on a records control schedule shall be destroyed unless an open records request is pending on the record, the subject matter of the record is pertinent to a pending law suit, or the department head requests in writing to the Records Management Committee that the record be retained for an additional period.

(c) Prior to the destruction of a record under an approved records control schedule, authorization for the destruction must be obtained by the Records Management Officer from the Records Management Committee.

SECTION 14. DESTRUCTION OF UNSCHEDULED RECORDS.

A record that has not yet been listed on an approved records control schedule may be destroyed if its destruction has been approved in the same manner as a record destroyed under an approved schedule and the Records Management Officer has submitted to and received back from the director and librarian an approved destruction authorization request.

SECTION 15. RECORDS CENTER.

A records center, developed pursuant to the plan required by Section 7, shall be under the direct control and supervision of the Records Management Officer. Policies and procedures reglating the operations and use of the records center shall be contained in the records management plan developed under Section 7.

SECTION 16. MICROGRAPHICS.

Unless a micrographics program in a department is specifically exempted by order of the City Council, all microfilming of records will be centralized and under the direct supervision of the Records Management Officer. The records management plan will establish policies and procedures for the microfilming of City records, including policies to ensure that all microfilming is done in accordance with standards and procedures for the microfilming of local government records established in rules of the Texas State Library and Archives Commission. The plan will also establish criteria for determining the eligibility of records for microfilming and protocols for ensuring that a microfilming program that is exempted from the centralized operations is, nevertheless, subject to periodic review by the records management officer as to cost-effectiveness, administrative efficiency, and compliance with commission rules.

SECTION 17. CONFLICTS

All ordinances and parts of ordinances in conflict herewith are hereby repealed but only to the extent of such conflict.

PASSED on first reading on the 18th day of January, 1990.

PASSED on second reading on the 1st day of February, 1990.

PASSED on third and final reading on the 15th day of February, 1990.

CITY OF ALVIN, TEXAS

ATTEST:

By: Allen Gray, Mayor

Wynette Stoner

Wynette Stoner, City Secretary

AGENDA COMMENTARY

Discussion Date: 11/20/2014

Approval Date: 11/20/2014

Submitted By: Dixie Roberts

SUBJECT:

Consider Resolution 14-R-43 approving and adopting the Records Management Plan for the City of Alvin, Texas; and setting forth other provisions related thereto.

DISCUSSION:

This plan will be used by every department to carry out the Records Management Program within the city. This document is required to be in place by City Ordinance and by the State of Texas Local Government Code Chapter 203.

RECOMMENDATION:

Motion to approve Resolution 14-R-43.

ATTACHMENTS:

1. Resolution 14-R-43
2. Records Management Plan and Exhibits
3.
4.
5.
6.

Submitted by:	Funds Available:	Approved as to Form:	Approved 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: 2014.11.12 16:23:55 -06'00'		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: 2014.11.12 16:23:07 -06'00'	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: 2014.11.13 12:33:56 -06'00'
Department Head	**Finance Director**	**City Attorney**	**City Manager**

RESOLUTION 14-R-43

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, APPROVING AND ADOPTING THE RECORDS MANAGEMENT PLAN FOR THE CITY OF ALVIN, TEXAS; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, Title 6, Subtitle C, Local Government Code (Local Government Records Act) provides that a City must establish by Ordinance an active and continuing records management program to be administered by a Records Management Officer; and

WHEREAS, pursuant to such authority the City Council adopted a records management ordinance which is codified in Chapter 2 Administration, Article VI of the Code of Ordinances, City of Alvin, Texas; and

WHEREAS, the City of Alvin, Texas, desires to amend the following sections within Chapter 2, Article VI of the Code of Ordinances for that purpose and to prescribe policies and procedures consistent with the Local Government Records Act and in the interests of cost-effective and efficient recordkeeping; **NOW, THEREFORE**,

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

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

Section 2. The City Council hereby approves and adopts the Records Management Plan, attached hereto as Exhibit "A" and declares same to be the plan for the continuing records management of the City pursuant to the Local Government Code.

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

Section 4. Effective Date. This Resolution shall take effect upon its adoption.

PASSED AND APPROVED on this the _____ day of November, 2014.

ATTEST: **CITY OF ALVIN, TEXAS**

By: _____ By: _____

Dixie Roberts, City Clerk Paul A. Horn, Mayor

Records Management Plan

Approved and Adopted by City Council
XXXXXXX XX, 2014

Ordinance 14-KK
Ordinance 90-C

I. INTRODUCTION

RECORDS MANAGEMENT

What is Records Management?
Records Management is the application of management techniques to the creation, use, maintenance, retention, preservation, and disposal of records for the purposes of reducing the costs and improving the efficiency of recordkeeping. The term includes the development of records control schedules, the management of filing and information retrieval systems, the protection of essential and permanent records, the economical and space-effective storage of inactive records, control over the creation and distribution of forms, reports, and correspondence; and the management of electronic and other records storage systems.

What is a Records Management Plan?
A Records Management Plan contains policies and procedures designed to reduce the costs and improve the efficiency of recordkeeping, to adequately protect the essential records of the city, and to properly preserve those records of the city that are of historical value. The plan is binding on all offices, departments, divisions, programs, commissions, bureaus, boards, committees, or similar entities of the City and the records shall be created, maintained, stored, or disposed of in accordance with the plan.

Why does the City of Alvin need a Records Management Program?
The Local Government Code (Local Government Records Act) provides that a municipality must establish by Ordinance an active and continuing Records Management Program to be administered by a Records Management Officer.

All municipal records are the property of the City. No city official or employee has, by virtue of his or her position, any personal or property right to such records even though he may have developed or compiled them. The unauthorized destruction, removal from files, or use of such records is prohibited. Implementation of a Records Management Program will minimize the risk of records being handled improperly.

Where does Records Management fall in the organization?
The City Clerk, and the successive holders of said office, shall serve as the Records Management Officer for the City. As provided by state law, each successive holder of the office shall file his or her name with the director and librarian of the Texas State Library within thirty (30) days of the initial designation of taking up the office, as applicable.

RECORDS MANAGEMENT DEFINITIONS

Active Record: Those records in current use, which must be retained in offices because of frequent reference and are necessary to conduct day-to-day operations.

Convenience Copies: Extra identical copies of documents created only for convenience of reference or research.

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Department Head: The officer who by ordinance, order, or administrative policy that is in charge of an office of the City of Alvin that creates or receives records.

Electronic Storage: The maintenance of local government records digitally.

Emergency Management Coordinator: The officer who is responsible for the operation of the Emergency Management Program of the City.

Inactive Record: Those records which are seldom referred to but must be retained temporarily or permanently because of legal, fiscal, administrative, or archival value.

Laserfiche – the document management program used by the City of Alvin to manage the storage of documents electronically.

Local Government Record: Any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under laws of the state, created or received by a local government or any of its officers or employees pursuant to law, including an ordinance, or in the transaction of public business. [LGC 201.003 (8)].

Non-Record: Records that are not the original or the "official" copy of a document.

OCR: Optical Character Recognition. This generates text versions of documents so that specific words can be searched for by document management programs.

Permanent Record: Any record of the City of Alvin for which the retention period on a records control schedule is given as permanent.

Public Record: Any record subject to disclosure to the public under the Texas Public Information Act.

Records Control Schedule: The retention schedules as established by the Texas State Library and Archives Commission and as adopted by the City.

Records Liaison Officers: The person designated by each Department Head to be responsible for assuring that the guidelines as set forth by this manual are strictly adhered to within said department.

Records Management Officer (RMO): The City Clerk and the successive holders of said office.

Records Management Plan: The policies and procedures designed to reduce the costs and improve the efficiency of recordkeeping, to adequately protect the essential records of the City, and to properly preserve those records that are of historical value.

Records Series: A group of records with the same function and the same retention period.

Retention Period: The minimum time that must pass after the creation, recording, or receipt of a record before it is eligible for destruction.

Scanning/Imaging: The digital version of a paper document.

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Source document: The local government record from which local government record data is obtained for electronic storage. The term does not include backup copies of the data in any media generated from electronic storage.

Vital/Essential Record: Records necessary to the resumption or continuation of government operations in an emergency or disaster. These are records that the City must have in order to continue its day-to-day operations.

STATEMENT OF GOALS

To maintain a city-wide Records Management Program that will create an orderly, uniform and reliable approach of managing municipal records throughout all departments.

Goals:

1. **Reduce space needed for storage of records.**
   - Continue to reduce the volume of records held in City offices through disposing of records in accordance with the Records Management Program.
   - Utilization of Laserfiche to manage records electronically.
   - Continue to work with the information technology department in managing records electronically.
   - Use off-site storage facility for inactive records until their destruction.
2. **Develop and maintain an efficient retrieval operation for City records.**
   - Scan designated records into Laserfiche specific by record and department.
     - The source document can be destroyed once electronic version is placed into Laserfiche for permanent storage. The scanned/electronic version in Laserfiche will become the official record.
3. **Provide for routine disposition of records.**
   - Records liaison officers shall provide an approved, signed, **Record Destruction Notice (Exhibit B)** before the destruction of any record.
   - Records management officer or designee shall schedule destruction of approved documents annually. This does not limit the Records liaison officers from the destruction of approved records intermittently.
   - Records management officer or designee will contact departments annually to encourage electronic storage for easy access to records.
4. **Maintain total security over City records.**
   - Periodically review procedures and safety controls for City records.
   - Maintain an inventory and destruction log of all City records.

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- Electronically file in Laserfiche all Records Destruction Notices.
- Identify and protect vital records.

5. **Communicate the need for an effective records management program.**
   - Actively keep lines of communication open between the records management officer, department heads, records liaisons and other city staff and provide training opportunities as seen fit by the records management officer.

DUTIES OF RECORDS MANAGEMENT OFFICER (RMO)

1. Administer the records management program and provide assistance to department heads in its implementation.
2. Plan, formulate, and prescribe records disposition policies, systems, standards, and procedures.
3. In cooperation with department heads, identify essential records and establish a disaster plan for each municipal office and department to ensure maximum availability of the records in order to re-establish operations quickly and with minimum disruption and expense.
4. Develop procedures to ensure the permanent preservation of the historically valuable records of the city.
5. Establish standards for filing, storage of equipment and recordkeeping supplies.
6. Study the feasibility of and, if appropriate, establish a uniform filing system and a form design and control system for the city.
7. Provide records management advice and assistance to all city departments by preparation of a manual or manuals of procedures and policy and by on-site consultation.
8. Monitor records retention schedules and administrative rules issued by the Texas State Library and Archives Commission to determine if the records management program and the municipality's records control schedules are in compliance with state regulations.
9. Disseminate to the City Council and department heads information concerning state laws and administrative rules relating to local government records.
10. Instruct records liaisons and other personnel in policies and procedures of the records management plan and their duties in the records management program.
11. Direct records liaisons or other personnel in the conduct of records inventories in preparation for the development of records control schedules as required by state law and this article.
12. Ensure that the maintenance, preservation, scanning, destruction, or other disposition of the records of the City are carried out in accordance with the policies and procedures of the records management program and the requirements of state law.

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13. Maintain records on the volume of records destroyed under approved records control schedules or through records destruction authorization.

14. Bring to the attention of the city manager noncompliance by department heads or other municipal personnel with the policies and procedures of the records management program of the Local Government Records Act.

DUTIES OF DEPARTMENT HEADS

1. Cooperate with the records management officer (RMO) in carrying out the policies and procedures established in the City for the efficient and economical management of records and in carrying out the requirements of this article.

2. Adequately document the transaction of government business and the services programs and duties for which the department head and his or her staff are responsible.

3. Maintain the records in his or her care and carry out their preservation, imaging, destruction, or other disposition only in accordance with the policies and procedures of the records management program of the City and the requirements of this article.

DUTIES OF THE RECORDS LIAISONS

Records liaisons implement the records management program within their department. They are the vital link between their department and the RMO. Each department head shall designate a member of his or her staff to serve as Records Liaison Officer. If the Records Management Officer determines that in the best interest of the records management program more than one Records Liaison Officer should be designated for a department, the department head shall designate the number of Records Liaison Officers specified by the Records Management Officer.

Records liaisons are responsible for:

1. Familiarity with all the records created and maintained by the department.

2. In cooperation with the Records Management Officer, coordinate and implement the policies and procedures of the records management program, and disseminate information to department staff concerning the records management program.

3. Conduct or supervise the conduct of inventories of the records of the department. Maintaining a list of all designated official record copies, providing the list to the RMO's designee and notifying the RMO's designee of any additions to the list.

4. Reviewing departmental records at least annually to purge and transfer inactive records to offsite storage or process for destruction.

5. Preparing records for transfer according to the instructions in the Records Management Plan and arrange for their transfer to the offsite storage facility.

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6. Providing an approved, signed, **Record Destruction Notice (Exhibit B)** with any amendments to the records management officer or designee on or before December 1st annually.

7. Reviewing records periodically to assure they are properly protected and to assure that vital and historical records are so classified.

8. Notifying the RMO if changes are required to Records Retention Schedules and when records become obsolete.

9. Acting as liaison person between their department and the RMO to resolve any problems which arise relating to the Records Management Program.

10. Notifying the city attorney, department head and the RMO of pending litigation to ensure the safe keeping of all records pertaining to the litigation.

11. Acquiring knowledge of their department's electronic storage applications in order to communicate desired changes of additional needs to the RMO and Information Technology Department.

12. Working with the RMO in developing amending existing and or/creating new records management programs.

13. Maintaining a Records Retention Log for their department.

14. Providing a list and the location of their department's vital records to the RMO or designee.

II. RECORDS CONTROL SCHEDULES

The City of Alvin filed a Declaration of Compliance with the Records Scheduling Requirement of the Local Government Act of 2012 that adopted the following records control schedules by the Texas State Library and Archives Commission (TSLAC):

- Schedule EL Records of Elections and Voter Registration
- Schedule GR Records Common to All Governments
- Schedule HR Records of Public Health Agencies
- Schedule LC Records of Justice and Municipal Courts
- Schedule PS Records of Public Safety Agencies
- Schedule PW Records of Public Works and Services
- Schedule TX Records of Property Taxation
- Schedule UT Records of Utility Services

See **(Exhibit A)**, Texas State Library and Archives Commission: **Local Schedules**. These schedules may also be found on the TSLAC website: https://www.tsl.texas.gov/slrm/recordspubs/localretention.html. They will not be stored on the public server.

A department may retain records beyond the mandatory retention period. The department head must notify the records liaisons of the department as well as the RMO.

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If there is a record that cannot be found on one of the above listed schedules, contact the RMO. The RMO will then submit the required TSLAC forms to have the new record added to the record control schedule.

Note: All records must be retained for at least the minimum amount of time stipulated by law.

III. RECORDS INVENTORY

A Records Inventory identifies records, the location and quantity of those records. All records in all media forms should be inventoried. The inventory is not a document-by-document or folder-by-folder listing of records in every file cabinet or on every shelf; rather an inventory describes the function, content, use, and format of each records series in every office and storage area.

A record series is a group of identical or related records that are normally used and/or filed together and that permit evaluation as a group for retention scheduling purposes. After the Records Inventory is completed, the records must be appraised. During appraisal, the value of each record the department creates or receives is determined. Based on the decisions made during appraisal, using the retention schedule, the record is identified by category number that is then used regularly and systematically by the department to manage the department's records.

The department Records Liaison Officer will complete an annual records inventory of the department's files by December 31st of each year. All records that have met the retention period will be added to a **Record Destruction Notice (Exhibit B)** gaining the appropriate authorized signatures approving the destruction. Both the **Record Destruction Notice** and the expired records will be forwarded to RMO for final disposition. All records that have a historical or permanent value will be scanned into Laserfiche and then transferred to the Offsite Storage Facility for permanent storage.

IV. RECORDS STORAGE

Before records can be stored the following information must be recorded onto a **Box Label (Exhibit C)** and a copy must be provided to the Records Management Officer or designee:

- Box number (box numbers are located on the box label obtained through the RMO)
- Department
- Contents/Record name
- Date range of content
- Record number (from the Texas State Library and Archives Commission Local Schedules), the location of where the box will be stored and the year the contents are to be destroyed. If appropriate, attach a list of the contents. If a permanent record, please indicate on label.

Be sure and file documents with the same retention period together to avoid having to sort through them later. If for some reason you have a box with different retention periods, be sure that the date of destruction coincides with the record with the longest required retention period.

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Records liaisons are responsible for maintaining a **Records Retention Log (Exhibit D)** for their department. Make sure to update the log as you move records into storage.

Records with a destruction period of less than 6 years that you do not need to have access to, should be moved to the offsite storage facility. Contact the RMO or designee to schedule a pickup time and location for department files that have been boxed and are ready to be stored offsite.

V. RECORDS DISPOSITION

In accordance with State guidelines, the following procedures should be followed when disposing of records of any kind. If you have a question about a document's retention period, refer to the retention schedule. If you need further assistance please contact the Records Management Officer.

Purging of Files

Departments may purge their files of "non-records" without consulting with the RMO. Records are considered non-records when they are not the original or official copies of a document and do not furnish information on organization, function, policy, procedure, operation, or other activities and are retained in addition to the official copy. Some examples are:

- Convenience copies: "extract identical copies of documents created only for convenience of reference or research" (Local Government Code 201.001(8)(A))
- Copies of documents furnished to the public as part of a Public Information Act request
- Stocks of publications
- Blank forms

Annual Destruction of Records

- A record whose retention period has expired on a records control schedule shall be destroyed unless an open records request is pending on the record, the subject matter of the record is pertinent to a pending law suit, or the department head requests in writing to the Records Management Officer that the record be retained for an additional period.

- Records management officer or RMO's designee shall provide a **Record Destruction Notice (Exhibit B)** to each department on or before November 1st.

- Records liaisons shall review the destruction notice and provide an approved, signed, document destruction notice with any amendments to the records management officer or designee on or before December 1st.

- Records management officer or designee shall schedule destruction notices on or before December 31st.

Method of Destruction:

A local government record may be destroyed by burning, shredding, pulping, or burial in a landfill or by sale or donation for recycling purposes. Records to which public access is restricted under Chapter 552, Government Code, or other state law may be destroyed only by burning, pulping, or shredding.

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Destroying records outside of the annual destruction:
Records liaisons should periodically review their records. When the retention period is met, making records eligible for destruction, the appropriate records liaison shall list all record series on a record destruction notice and submit it to the department head for review. If the department head concurs, he or she will sign the destruction notice form and submit it to the RMO. Once approved for destruction by the City Attorney, the department liaison will be advised by the RMO that he or she can destroy the records by shredding. The records liaison must record the destruction information in their departments Records Retention Log.

All records that are to be destroyed annually, if not already at offsite storage facility, should be processed and sent to storage on or before December 31st.

Litigation Support Policy
In the event the City or a department is implicated in a Court action, any records which may be involved must be retained and safeguarded from destruction or tampering regardless of the retention period specified in the records control schedules. Notify the RMO and City Attorney if you have such documents.

VI. RECORDS RETRIEVAL

Procedures for Requesting Stored Records *(NOTE: once a secure offsite-storage facility is obtained)*
In order to access a record once it has been moved to the offsite storage facility, follow the following steps listed below:

1. Send an email to the Records Liaison Officer with a CC to the RMO requesting access to the proper location and assistance in locating/moving stored box.
2. If a box or document from the offsite storage facility is removed, an Out Guide shall be placed at said location **(Exhibit H).**
3. If a box or document is returned to the stored location the location must be recorded in your retention log and send to the RMO's designee.

VII. ELECTRONIC SCANNING OF RECORDS

The City is utilizing Laserfiche and each department is responsible for scanning designated records into Laserfiche. Request the assistance of the RMO or the IT Department if assistance is needed.

Not all records should be scanned. It should be carefully considered when deciding to scan and/ or retro scan records requiring retention of 10 years or less, especially if the file has been inactive for some time.

It is acceptable to keep a scanned document in lieu of the original as long as the scanned document is designated as the official record copy and is retained for the full retention period. This authorization is provided by *Local Government Code 205.002. Authorization. Any local government record data may be stored electronically in addition to or instead of source documents in paper or other media, subject to the requirements of this chapter and rules adopted under it. The City of Alvin's digital systems have secure back-ups and all documents stored electronically that are still in retention will be migrated as hardware and/or software is upgraded.*

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After a record has been scanned in, ***a visual quality control check must be done on every single page of the scanned record to make sure that it is a complete representation of the original.*** If the record has a retention period of 10 years or more, the original paper record must be retained as to the retention control schedule. If the record has a retention period of less than 10 years, the scanned record may be designated as the official record copy and the hard copy may be destroyed.

The records liaison must keep a list of all designated official record copies, provide the list to the RMO and notify him or her of any additions to the list.

VIII. EMAIL RETENTION

Purpose

This section of the Records Management Plan covers general guidelines for purging and retaining correspondence records stored on the City's electronic messaging system. It does not supersede any state or federal laws nor any other government policies regarding confidentiality, information dissemination, or standards of conduct.

It is the policy of the City of Alvin to provide for the efficient, economical and effective management of electronic records including e-mail, in accordance with Texas Administrative Code (TAC, Chapter 7, Sections 7.71-7.79 and Local Government Code (LGC), Chapter 205, Sections 205.001-205.009 (Local Government Bulletin B, Electronic Records Standards and Procedures). TAC, Chapter 7, Section 7.72(d), provides that the governing body of a local government or designated records management officer must administer a program for the management of records created, received, maintained, used or stored on electronic media. The City of Alvin desires to adopt a policy for that purpose and to prescribe guidelines and procedures for the management of electronic records including e-mail, consistent with the Electronic Communications and Systems Access Use policy and in the interest of cost-effective and efficient recordkeeping, including long-term records retention.

Scope

This policy applies to any electronic records, including e-mail messages created, received, retained, used or disposed of using the City of Alvin's computer system and electronic mail system.

Definitions

1. Electronic mail message: A record created or received on an electronic mail system including brief notes, more formal or substantive narrative documents, and any attachments which may be transmitted with the message.

2. Electronic mail receipt data: Information in electronic mail systems regarding the date and time of receipt of a message, and/or acknowledgement of receipt of access by addressee(s).

3. Electronic mail systems: A computer application used to create, receive, retain and transmit messages and other records. Excluded from this definition are file transfer utilities.

4. Electronic mail transmission data: Information in electronic mail systems regarding the identities of sender and addressee(s), and the date and time messages were sent.

5. Electronic media: All media capable of being read by a computer, including computer hard disks, magnetic tapes, optical disks, or similar machine-readable media.

6. Electronic record: The information that is maintained in electronic format in a computer for computer processing and the product of computer processing of that information that the definition of a government record in the Local Government Code, Chapter 201, Section 201.003(8).

7. Electronic records system: Any information system that produces, manipulates, and stores City records by using a computer.

8. Mailing list service: An electronic mailing list housing service used for discussions and announcements within a specified group of individuals. Subscribers to the service participate by sending information to and receiving information from the list using electronic mail messages.

Authority

Retention of local government records in any format, is required by the Local Government Records Act and by City ordinance.

User Responsibilities and Enforcement

It is the responsibility of the user of the e-mail system, with guidance and training from the records management officer, RMO and/or records liaison, to manage electronic records, including e-mails, according to the government's established retention periods. It is the responsibility of the sender of e-mail messages within the government to retain the messages for the approved retention period. Names of sender, recipient, date/time of the message, as well as any attachments must be retained with the message. Except for listserv mailing services, distribution lists must be able to identify the sender and recipient of the message. User responsibilities may be mitigated by the use of a server level automated classification system.

Guidelines

1. The burden of responsibility for determining retention of an e-mail rests on the individual user.
   a. The sender copy is the official record copy and the sender is the custodian of the record copy.
   b. The recipient copy is also an official record copy if you need to take action based on the message and/or the message is required for adequate documentation of action.

2. The City has adopted the retention schedules published by the Texas State Library and Archives Commission and e-mails and their attachments must be retained according to the subject matter of their content.

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3. The time period of the applicable retention period for the e-mail document is determined by the content of the message and attachments. If an attachment requires a different retention from the e-mail message, the longest retention period applies.

4. Any e-mail that is a non-record should be deleted.

5. E-mails left on the messaging system will be automatically deleted after **4 years**. If there is a litigation hold on e-mail records, they must be printed immediately and stored separately.

6. If an e-mail has a retention period of more than four years, it must be printed and stored.

7. Once an e-mail its header and all attachments are transferred to an unalterable storage medium outside the email system (paper, CD, Laserfische), the transferred documents are considered the official record copy. The original e-mail, its header and all attachments are considered non-records and will be deleted after **4 years**, if the user doesn't delete it before that time.

8. When an employee leaves the City's employment, the Department Head will be given access to said employee's archived e-mail account. All e-mails that need to be kept for official record purposes shall be printed and stored. After the Department Head has reviewed the e-mail account, he/she should notify the Information Technology Department and the e-mail account e-mail of a former employee will be deleted.

<u>Determination of an Official Record Copy</u>
The e-mail user is responsible for determining whether or not the e-mail is the official record copy. Use this 4-step drill to help determine what should be kept as an official record copy.

Step 1: Determine what can be deleted at any time.
The following items are not considered the official record copy:

- Personal e-mail – that has no relevance to City business
- Spam
- Unsolicited e-mail (examples: vendor ads, news articles, non-work related email from coworkers)
- CC's – the email is the responsibility of the sender
- Convenience copies – the record is retained elsewhere

Step 2 – Determine if the content is related to your job

- Is the content of the e-mail directly related to your responsibilities as a City employee?
  - If no, forward to the person who has the responsibility, and then delete the e-mail.
- If yes proceed to the next step.

Step 3 – Are you the Custodian?

- Are you the person responsible for maintaining the records related to this subject?
  - If no, forward to the person who has the responsibility, and then delete the e-mail.
- If yes proceed to the next step.

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Step 4: Keep the e-mail!

- This e-mail is the official record copy and you must retain it according to the records control schedules.

Determining Retention Period

Review the content of the e-mail and refer to the records control schedules to determine the record series and record retention period. Many e-mails will fall into the **correspondence record** series. Contact the RMO if you have a question about classifying a record.

Correspondence includes three categories:

Administrative (GR 1000-26a): 4 year retention

- Incoming/outgoing and internal correspondence pertaining to the formulation, planning, implementation, modification, or redefinition of the programs services, or projects of a local government and the administrative regulations, policies, and procedures that govern them. May also include subject files, which are collections of correspondence memos and printed materials on various individuals, activities and topics.

General (GR1000-26b): 2 year retention

- Incoming/outgoing and internal correspondence pertaining to the regular and routine operation of the policies, programs, services, or projects of a local government. May also include subject files, which are collections of correspondence, memos and printed materials on various individuals, activities and topics.
- The bulk of emails fall into this category.

Routine/Transitory (GR1000-26c): AV – as long as administratively valuable

- Correspondence and internal memoranda such as letters of transmittal requests for publications, internal meeting notices and similar routine matters. May also include subject files which are collections of correspondence, memos and printed materials on various individuals, activities and topics.
- These e-mails only serve an immediate purpose and can usually be deleted right away.

Maintenance of Electronic Mail

Records created using an e-mail system must be saved for their approved retention period by one of the following methods:

1. Print message and any attachments and file in appropriate hard copy file. This becomes the official record.

2. Contact the Information Technology Department to set up archiving of e-mail with a retention period of more than 4 years.
   a. For more information about training on organizing and classifying e-mails, please see the RMO.

3. Save to flash drive or CD, carefully labeled to enable proper disposition.

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Back-up copies of e-mail will be kept for no more than 14 days. Backups are for system restoration and disaster recovery efforts and are not designed to facilitate retrieval of deleted messages.

The Information Technology Department will *purge* continually to ensure that only **4 years** of e-mails are available on the messaging system.

Disposition of Electronic Records & E-mail

The process for the legal disposition of government records (including electronic records and e-mails) is subject to the same documentation requirements as any other format or medium. This usually requires management permission and some type of disposition log to adequately document disposition and destruction of electronic records. (Local Governments are not required to keep a disposition/destruction log but the practice is strongly advised.) Section 7.78 of the Electronic Records Standards and Procedures (relating to the destruction of electronic records states that:

1. Electronic records may be destroyed only in accordance with the Local Government Code, Section 202.001-202.003.

2. Each local government must ensure that:
   a. Electronic records scheduled for destruction are disposed of in a manner that ensures protection of any confidential information; and
   b. Magnetic storage media previously used for electronic records containing confidential information are not reused if the previously recorded information can be compromised by reuse in any way.

IX. VITAL RECORDS PROGRAM

The purpose of the Vital Records Program is to protect those records containing information essential to the survival of the City in the event of a disaster (natural or man-made) and to the continued operations of the City without delay under emergency conditions. The protection of vital records is imperative. In the event of a disaster, having access to the City's critical records will make it possible to re-establish operations quickly and with minimum disruption and expense.

Definition

Vital Records are defined as those:

- Irreplaceable records for which reproductions do not have the same value as the originals;
- Records needed to recover money promptly;
- Records needed to avoid delay in restoration of services under emergency conditions; and
- Records that give direct evidence of legal status, ownership, accounts receivable and incurred obligations.

Identification

Each department records liaison is responsible for identifying its vital records and for ensuring that those records are safe and can be immediately accessed if the need arises both during and after a

disaster. The records liaison for each department shall provide a list and the location of their department's vital records to the RMO or designee.

Identification of vital records is difficult since most departments have records that are vital to them but not necessarily to the City as a whole. Generally vital records and information represent only a small portion of all the records and information retained by the various departments. It is important that only vital records and information that are absolutely necessary to continue or resume City business are protected from permanent loss.

Consider the following to identify vital records:

- Does this record **give authority for operation of the City and its various departments**? (including the minutes of City Council, ordinances and resolutions that have **legal force.**)
- Does this record document obligations owed to the City? (example: financial records.)
- Would this record be essential to operations and would it be difficult to reconstruct? (examples: blueprints showing locations of the City's underground water lines, gas lines or other underground utilities, or records showing the basis for tax assessments.)
- Does this record document obligations to employees by the City? (example: personnel records, accrued benefits, payroll records.)
- Does this record document information on civil and property rights of citizens? (example deed records, court decisions, documented permits.)
- Does this record document ownership of City property? (especially property that is of significant value, including City parks and facilities and water wells.)

If doubt still exists, contact the RMO for a determination.

Once you have identified your department's vital records:

- Determine the level of protection needed for the records.
- Evaluate the most effective and cost-effective means for providing protection.
- Develop a records recovery program to assure records are retrievable in case of a disaster.

Keep in mind that in order for a vital record to remain vital, it must be up-to-date. As vital records are updated or superseded, replace with the most current copy to ensure that it is protected against loss.

<u>Protection</u>

Each department head is responsible for the protection of records vital to the City or department within their care. The level of protection that should be provided to the documents should be based on the importance of the record. To protect your department's vital records keep them in a fire proof safe if possible or make an electronic copy of them. Remember that although you may have an electronic copy of a document it may not have the same legal standing as an original. Check with the City Attorney when making the determination on how to safeguard such documents.

Make sure to keep an updated list of the location of these vital records on file with the RMO or designee. The RMO or designee will make sure the Fire Department has a current list of all the

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locations of all of the vital records within the city based on the lists provided by the records liaisons.

X. RECORDS DISASTER PREVENTION AND RECOVERY PLAN

Risk Assessment & Analysis

Hazard Type	Damage	Likelihood of Occurrence
Flash Flood	Water Damage	Highly Likely
Flooding	Water Damage	Highly Likely
Water Main Breakage	Water Damage	Highly Likely
Plumbing Backup	Water Damage	Highly Likely
Irrigation System Malfunction	Water Damage	Highly Likely
Fire Suppression	Water Damage	Highly Likely
Wildfire	Fire Damage	Likely
Tornado	Wind Damage	Occasional
Winter Storm	Wind & Water damage	Occasional
Major Structural Fire	Fire Damage	Occasional

Prevention

- Store records off the floor and away from danger (even a few inches can make a difference).
- File vital records in fire proof filing cabinets as much as possible.
- Scan in all essential and vital records.
- Computer network backups – stored off-site.
- Pre-purchase plastic tarps, clean-up supplies, and absorbent towels or blotters.

Records Disaster Recovery Plan

If the EOC has been activated make contact with the Emergency Management Coordinator and a member of the Document Recovery Team.

If it is safe for staff to enter the building, start drying all items before they start to mold and, if the materials are not too delicate or too large to handle then follow the steps. (For more detailed information on salvaging of water-damaged documents, please refer to **(Exhibit E).**

- Gather salvageable records and store in a secure area.
- Assess damage to paper documents and take steps to preserve them (example: dry or freeze wet documents).
- Recovery of wet paper:
  - Dry the paper as quickly as possible.
  - Move them to a secure area with good air circulation and several large tables.
  - Spread the documents out on flat, absorbent material.
  - As it dries, move into stacks and interleave with paper towels or blotter paper.
  - When almost dry, place between paper towels or blotter under light weight.
- Recovery of wet books:
  - Stand book on end, open 90 degrees, and fan pages open.

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- Circulate air with electric fan.
- Can interleave with absorbent material if needed, especially for coated papers.

- Recovery of wet photographs:
  - Dry flat on absorbent material with image facing up.
  - Alternatively, affix on a line with a clothespin that does not touch image area.

Document Recovery Team: City Clerk, RMO's designee, Records Liaisons.

A member of the document recovery team will complete a **Disaster Incident Report Form (Exhibit F)** in the event of any incident that causes damage to City records.

List of Expert Assistance & Document Restoration Companies
Consult with the City Attorney prior to entering into an agreement for document restoration services.

- Texas State Library and Archives Commission
  - 512-463-7610
  - Marianna Symeonides, Area Representative - msymeonides@tsl.texas.gov
- Society of American Archivists
  - 1-866-722-7858
- American Association for State and Local History
  - 1-615-320-3203
- American Institute for Conservation of Historic & Artistic Works
  - 1-202-452-9545
- BMS CAT (Document Restoration)
  - 1-800-433-2940

U.S. General Services Commission (GSA) Disaster Recovery Purchasing website:
http://www.gsa.gov/portal/content/202321

XI. HISTORICAL RECORDS

Guidelines for Appraising the Historical Value of Modern Records

Historical (Archival) Value: records that support historical research by serving as evidence of the functions, responsibilities, history, and development of government. Most items with historical value also possess other types of records values (administrative, legal, or fiscal). Examples: meeting minutes of governing bodies, city charters, tax rolls, certain types of correspondence photographs and certain legal case files.

Archival Appraisal: identifying records with enough historical value to be worthy of permanent (or long-term) preservation.

Determining Historical Value
The following questions should be asked when determining historical value.

1. Does the records retention schedule list a permanent retention period?
   - If yes, the record has historical value.

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- Note: permanent retention period applies to the record regardless of the record's format.

2. Does the records series include a **retention note** about historical value?
   - If yes, the record must be reviewed for historical value before it may be destroyed.

3. Do you have the record copy?
   - If no, it is unlikely that the record is "historical" (example: convenience copies).

4. Is the information unique? Can it be found elsewhere?
   - Has the information been filed with a state agency or a different governmental entity that would be more likely to have the record copy of that record?

5. Do the records document program policies or decision-making processes?
   - Records that document high-level policy or decision making processes will have historical value. A record documents policy or decision making processes if it documents the formulation, planning, implementation, modification, or redefinition of the policies, programs, services, or projects of a local government.
   - "Does this record document the history and development of my government?"

6. Does this record series document a particularly important person (or group of people), place, or event?

7. Will researchers now, or in the future, need to consult the records?

8. Are the records summary in nature, such as annual or progress reports?
   - In general, if you have information compiled into a final, summarized document, you can usually just keep that final document for your archives, and get rid of the records that were summarized in the creation of that final document (after they've met their retention periods).

9. How complete is the collection of records?
   - Completeness of a collection gives it more value. A researcher trying to understand the development of a certain city policy will be much better served by a full date range of minutes, rather than a few scattered years.
   - Likewise, if a correspondence file is missing letters K through T, it will make the correspondence file less useful on the whole.

Common sense and good judgment are key factors in determining whether or not to keep a record for historical purposes. If you need additional assistance in determining the historical value of a record, please contact the RMO.

<u>Resources</u>
The following resources can also assist with determining historical value.

Texas State Library and Archives Commission (TSLAC) appraisal archivists (Archives and Information Services Division). This should be your first stop. Appraisal archivists are available to

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help state agencies and local governments determine appropriate retention periods and historical value.

Texas State Library and Archives Commission (TSLAC) government information analysts (State and Local Records management Division). Analysts can walk you through the process of records analysis and appraisal (the process by which you determine appropriate retention periods).

Texas State Historical Association (TSHA). The TSHA maintains an extensive encyclopedic database of Texas people, places, and events. Consult the Handbook of Texas Online.

Local historians. Local historians may be a good source of information in determining historical value.

Texas Historical Commission (THC). The Texas Historical Commission is a state agency "dedicated to historical preservation of Texas' architectural, archaeological, and cultural landmarks". The THC would be a great resource for determining the value of records pertaining to local buildings of landmarks.

Please note: Historical records may not be donated, sold, or destroyed or otherwise removed from the City's jurisdiction without permission of the RMO.

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Exhibit A

State Records Retention Schedules can be found:

https://www.tsl.texas.gov/slrm/recordspubs/localretention.html

Exhibit B

CITY OF ALVIN
RECORDS DESTRUCTION NOTICE

Record Number	Record Title	Inclusive Dates	Quantity

☐ **I certify that the records to be disposed of are correctly listed on the attached list(s).**

Signature _____ **Name** _____ **Date** _____

Department Head Signature _____ **Date** _____

Below for City Clerk's Office Use Only

Approved by City Clerk _____ **Date** _____

Approved by City Attorney _____ **Date** _____

Date Destroyed _____

Amount of Records Destroyed _____

Method of Destruction _____

Exhibit C

CITY OF ALVIN

RECORDS MANAGEMENT

Box #: «Box_»

Department: «Department»

Content: «Content»

Dates: (From) «Dates_from» **(to)** «To»

Record # (from Records Control Schedule): «Record_»

Retention Time (__years + current): «Retention_Time»

SAMPLE

Destruction Year: «Destruction_Year»

Storage Location: «Storage_Location»

Label File Location: T: Records Management/Exhibit C_Offsite Storage Box Label.

This is a mail merge label document. Use **Avery Label #6876** (2 labels per sheet) or comparable brand that can be used with this file setup.

To Print Labels:

1. Open the Excel spreadsheet located: T: Records Management/Exhibit C_Offsite Storage Box Spreadsheet.
2. Input Required Information into spreadsheet.
3. Save File.
4. Print (copy to RMO).
5. Close File.
6. Open Word Document located: T: Records Management/Exhibit C_Offsite Storage Box Label.
7. Click on the Mailing Tab.
8. Click the Finish & Merge button under the Mailings Tab.
9. Click Edit Individual Documents.
10. Click All.
11. Review labels to ensure information is correct and perform a visual quality control check.
12. File Print.

Label is to be placed on the outside end of an 8/12 x 11 box.

EXHIBIT D

City of Alvin - Records Retention Log								
Department Code	Box #	Location	Format	Record #	Record Name	Destruction Year	Who Destroyed?	Date Destroyed

Exhibit E

CITY OF ALVIN
Salvage of Water-Damaged Documents

I. Prevent Further Damage

A. Ensure Safety and Security

People are more important than records!

1. Turn off Electricity.
2. Limit access.
3. If there appears to be danger, evacuate building.
4. Do not (re)enter until declared safe.

B. Notify

1. Emergency Management Coordinator.
2. Department Head.
3. Information Technology Department.

C. Protect People

1. Wear protective gear – hard hats, gloves, boots and masks.
2. Have tetanus shots if working in flood water.

D. Stop Water

1. Shut off water to building
2. Divert water by channeling it away from building, records.
   Only use electric pumps if you know circuitry is dry.
3. Cover drains and places where water is entering.

E. Protect records

1. Cover shelves with plastic sheeting if water is from above (check underneath for mold periodically).
2. Raise objects out of water, move everything higher if water is rising.
3. Secure floating objects.

II. Get Started

A. Document

1. Photograph the area and documents before moving anything.
2. Use a working copy of the records inventory as a control document.
3. Revise and update control documents as materials are moved and treated.

B. Evaluate

1. AMOUNT of damage.
2. SEVERITY of damage.
3. STAFF available.

4. FUNDS available.
5. TIME materials have been wet.
6. VALUE of materials.

C. Gather resources

1. People
   a) Staff are needed to secure, document, sort, dry and/or pack.
   b) Amount needed depends on extent of damage and who is available.
   c) Supervise volunteers closely for safety and security.

2. Space
   a) SECURE to keep control of inventory and limit access to non-public records.
   b) WELL-VENTILATED, with low temp and RH - Only use fans if circuitry is dry.
   c) LARGE enough for documents, people, supplies and equipment.

D. Supplies/Equipment

Boxes/crates	Labels
Buckets	Lights
Cards, paper pads	Paper towels, blotter
Chemical sponges	Pens, pencils, markers
Clean water	Plastic sheeting
Clothes pins	Rubber bands
Enclosures	Scissors
Extension Cords	Tables
Fans	Tape
Garbage bags	Twine
Gloves and masks	Transport containers
Grease pencils	Wax paper
Hand trucks	

III. General Rules

A. Sort

1. Dry: Keep dry, move to dry area.
2. Wet: Keep wet until frozen or properly dried.
3. Dirty: Keep separate from clean items.
4. Moldy: Completely segregate from uncontaminated items.

B. *Mark*
   1. Wet paper should not be marked.
   2. Grease pencil can be used on the leading portion of film reels.
   3. Waterproof markers can be used on the record containers.

C. *Handle*
   1. Be careful - wet materials are fragile.
   2. Fully support wet material – use both hands.
   3. Don't stack materials on the floor.
   4. Keep all identifying information with the item(s).

IV. Clean

A. *Paper*
   1. Rinse in clean, cool running water.
   2. Don't scrub.
   3. Hold books closed when rinsing.
   4. If ink is spreading/running, don't rinse.

B. *Photographic Media*
   1. Don't touch surfaces.
   2. Remove from envelopes and enclosures.
   3. Be careful they don't stick together.

C. *Magnetic Media*
   1. If just the exterior is dirty, wash tape (wound on reel) in lukewarm distilled water.
   2. If whole tape is dirty, take off reel or dismantle cassette and rinse.
   3. If debris or deposits remain, use water and unscented, undyed dish detergent.
   4. Rub tape over tape cleaner 2x after drying.

V. Dry

A. *Books*
   1. Drain water if saturated.
   2. Place foil or wax paper towels or newsprint every few pages.
   3. Interleave with paper towels or newsprint every few pages.
   4. Sit volumes upright on absorbent paper.
   5. Change interleaving and absorbent paper as necessary.
   6. Rotate (flip) the book every time this is done.

B. *Coated Paper*
   1. Stabilize within 24 hours or pack immediately – they will refuse if air-dried.

2. Keep wet until freeze-drying is arranged.
3. To separate sheets:
   a) Place thin polyester on a sheet, until it sticks (may need to mist it).
   b) Gently rub or squeegee.
   c) Lift the sheet off the pile and transfer to a piece of polyester.
   d) If the item is bound, pry apart each page and interleave.

C. Regular Paper and Files

1. Remove staples covering text, if possible.
2. <u>Unbound Files</u>
   a) Spread blotter or newsprint on tables.
   b) Lay single sheets on the absorbent paper.
   c) Flip the sheets over occasionally.
   d) Replace absorbent paper when it becomes damp.
3. <u>Small Items</u>
   a) String fishing line across the drying room.
   b) Place fold in the middle on the line.

D. Maps

1. <u>Remove</u>
   a) Pour and sponge standing water out of the map drawers.
   b) Fragile and heavy – use two (2) people.
   c) Remove the items from the drawers individually or in small clusters.
   d) Use folders, boards or Plexiglas to support the items as they are moved.
2. <u>Lay out to dry</u>
   a) Place each item on blotter or blank newsprint.
   b) Do not allow them to hang off the edges of tables.
   c) Use light weights to prevent curling.
3. <u>Flatten</u>
   a) When almost dry, interleave and stack maps.
   b) Place a board or Plexiglas and light weight on stack.
   c) Shuffle maps and replace interleaving periodically.

E. Photographic Media

1. <u>General</u>
   a) Photographic media must be frozen or dried within 72 hours.
   b) Keep wet until drying can be controlled.
   c) Do not touch emulsions with bare hands.
   d) Take care materials don't stick together.
   e) Some film companies provide emergency assistance.
2. <u>Order of priority for salvage:</u>
   a) Any color photographic medium.

b) Prints.
c) Transparencies.

3. Drying methods – Do not vacuum dry!
   a) Air-dry.
   b) Freeze, thaw and then air-dry.
   c) Freeze dry.
4. Prints
   a) Dry face up on absorbent paper.
   b) May be blotted if in good condition.
   c) May flatten with lightly weighted polyester.
   d) If stuck together or to enclosures, immerse in cold water.
5. Sheet Film and Transparencies
   a) Hang dry.
   b) If nothing to hang with, dry flat on polyester-covered blotter.
   c) Slightly wet fiche and negatives can be blotted with clean, dry cheesecloth.
6. Slides
   a) Remove from housing, may need to remove mounts.
   b) Hang dry or.
   c) Dry emulsion side up on absorbent paper.
7. Roll Film
   a) If slightly wet, blot leaders or cut them off.
   b) Thoroughly wet roll film should be re-washed in a processor and dried.
   c) Metal motion picture film cans should be removed immediately.

F. Magnetic Media

1. General
   a) Do not freeze dry or vacuum thermal dry.
   b) Air dry or vacuum dry without heat.
   c) Copy when dry.
   d) Clean tape machine (tape heads, capstan, pinch rollers) after each copy is made.
2. Cassette Tapes
   a) Dismantle cassettes and air dry as for reel-to-reel tapes.
   b) If not feasible to dismantle the cassettes, air dry.
   c) Freezing is untested. If necessary, freeze above 10°C.

VI. Pack

A. General

1. Check with vendor for preferences about packing and containers.
2. Milk crates or strong (200-lb burst test) cardboard boxes can be used.
3. Containers should only be three-quarters full.

4. Use wax paper or freezer paper to separate items.
5. Fully support items in containers, do not permit to shift.

B. Books

1. Wrap in a sling or "C" of wax paper (wax facing in).
2. Place spine-down or flat in a container.
3. Wrap open books as found and place on top of a packed container.
4. Do not attempt to separate books stuck together.

C. Files

1. Filing cabinet drawers may be pulled out and frozen as-is. This preserves original order.
2. Files may be removed from drawers with their folders and places in boxes.
3. Use waxed paper between the files if sticking together or bleeding.

D. Maps

1. Map drawers can be shipped along with their contents.
   a) Pour and sponge standing water out of drawer.
   b) Use 1"x2" strips of wood to separate stacked drawers.
2. Items can be transferred to bread trays and shipped.

E. Film and Negatives

1. Do not remove reels from their boxes; hold together with rubber bands.
2. Line containers with garbage bags and fill with water, and pack film in water.

F. Tapes

1. Place reel-to-reel and cassette tapes in container vertically.
2. Do not put heavy weight on the side.

Exhibit F

CITY OF ALVIN
Disaster Incident Report Form

This form should be used to keep a record of any incident that causes damage to City records

Person Completing Form: _____

Today's Date: _____

Date of Incident: _____

Time of Incident: _____

Records involved (type and quantity):

RS Item # and/or retention:

Location of the records:

Description of incident:

Description of damage to records:

Immediate action taken to minimize damage:

Location where the records were moved:

Box number (if they were placed in a box for transport):

Date sent to recovery vendor:

Date returned from recovery vendor:

Exhibit G

City of Alvin
Records Inventory Worksheet

Department: _____ Date: _____

Working Records Series Title: _____

Description (summary of contents, function of records)
_____
_____
_____
_____
_____
_____
_____

Status: ____ Record Copy ____ Convenience Copy	Record Medium ____ Paper (size) _____ ____ Electronic ____ Maps and Drawings ____ Computer Printout	Arrangement ____ Alphabetical ____ Numeric ____ Chronological
Volume Current Total _____ Annual Accumulation Rate _____	Estimated Activity Per File Drawer High (daily) _____ Medium (weekly to monthly) ____ Low (less than a month) ____	Restrictions Legal _____ Vital _____ Confidential _____ Archival _____ Subject to Audit _____
Storage _____ Filing Cabinet _____ Boxed _____ Shelving _____ Flat _____ Rolled _____ Other	Current Retention Period Location _____ In Office _____ _____ In Storage _____	Inclusive Dates From _____ To _____

Is this information duplicated elsewhere? _____ If so, where? _____

Completed by: _____

Please return to City Clerk's Office

Exhibit G

City of Alvin
Offsite Storage – Out Guide

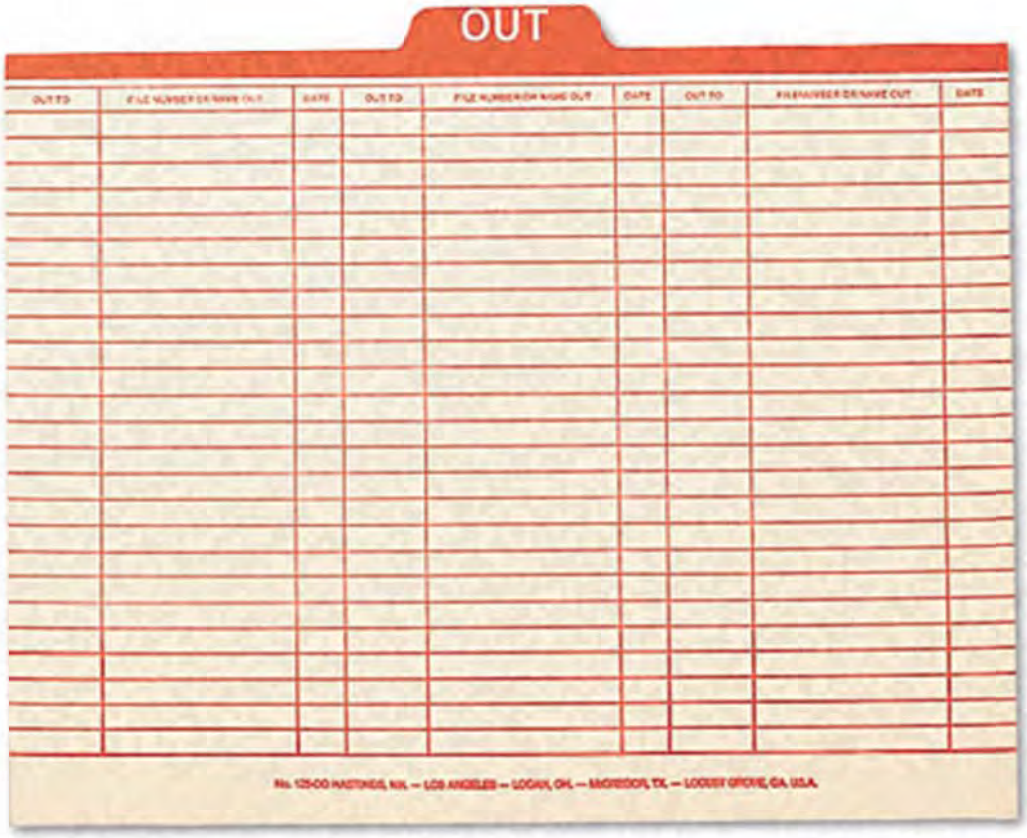
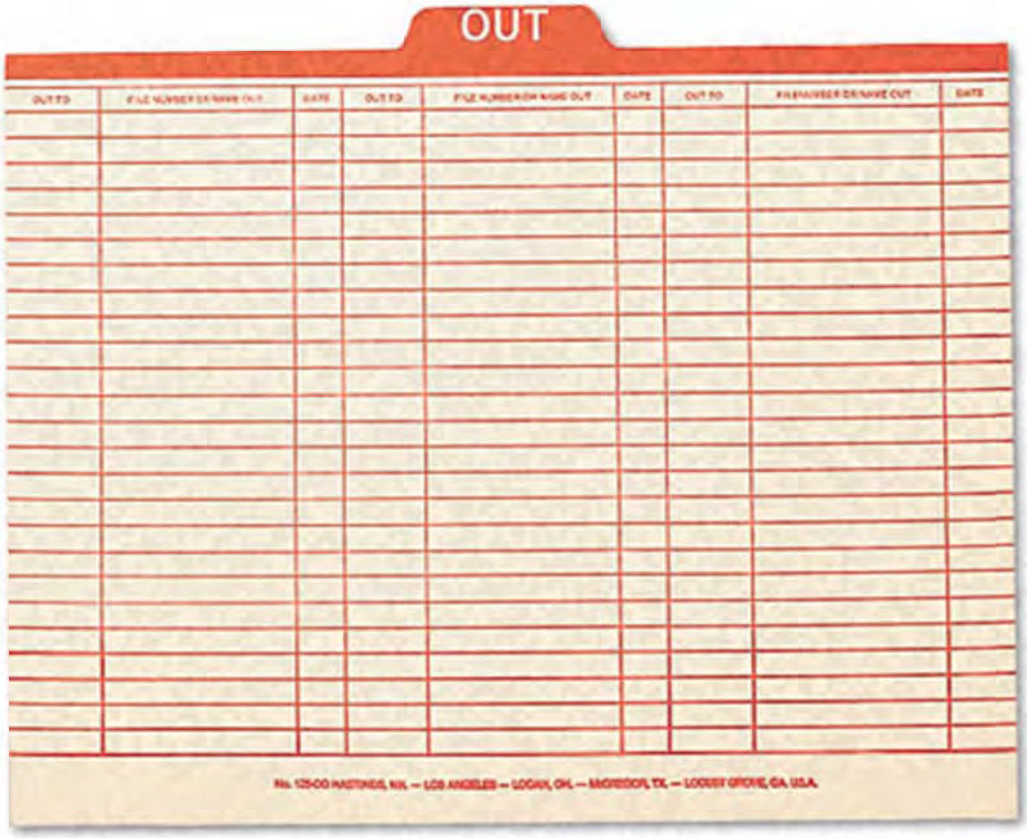


Exhibit H

City of Alvin
Offsite Storage – Out Guide