

NOTICE OF PUBLIC MEETING

BE IT KNOWN that the **City Council** of the **City of Alvin** will meet in **Regular Session** on **Thursday, December 4, 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 20, 2014 Special City Council meeting.

B. Approve minutes of the November 20, 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-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"; 2nd reading.

B. 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; 2nd reading.

10. MATTERS REMOVED FROM CONSENT AGENDA

11. OTHER BUSINESS:

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

- A. Consider request for street closures for the Home for the Holidays Event from 7:30 a.m. to 10:30 p.m. on Saturday, December 06, 2014 for the following streets: Depot Centre Blvd. after second entrance/exit of northwest parking lot, third entrance/exit of Northwest parking lot at Depot Centre Blvd., E. Sealy St. at Depot Centre Blvd., Depot Centre Blvd. at E. Sidnor St., E. Sidnor St. at Depot Centre Blvd., E. Sidnor St. at S. Magnolia St. and entrance/exit of parking lot at E. Sidnor St.
- B. Consider Amendment No. 2 to the Development and License Agreement with Alvin Restaurant Group, Inc. *dba* The Barbed Rose Steakhouse and Seafood Co.; and authorize the Mayor to execute.
- C. Consider the assignment of the Development and License Agreement with the Alvin Restaurant Group, Inc. *dba* The Barbed Rose Steakhouse and Seafood Co.; and authorize the Mayor to execute.
- D. Consider Resolution 14-R-45 acknowledging and accepting easements granted to the City of Alvin by BNSF, Campbell Concrete & Materials, L.P., Ernest & Dolia Montemayor and Juan & Maria San Javier for the TxDOT Bridge Replacement project on 2nd Street.
- E. Consider Ordinance 14-Z, an ordinance amending Chapter 5 Buildings, of the Code of Ordinances, City of Alvin, Texas, for the purpose of adding parking space requirements for museums; providing a savings clause; providing an effective date, and setting forth other provisions related thereto; 1st reading.
- F. Consider Resolution 14-R-37 approving a Donation Agreement with the Alvin Sunrise Rotary; wherein the Alvin Sunrise Rotary will donate a total value of \$51,000 to the City Parks Department and Council authorizes exclusive usage rights of Briscoe Park by Alvin Sunrise Rotary for one week each year for the Alvin Music Festival & BBQ Cook-Off and Council further authorizes naming the pavilion located at Briscoe Park as the Alvin Sunrise Rotary Pavilion for a time certain.
- G. Consider Resolution 14-R-44 re-appointing the directors serving in the even numbered positions of the Kendall Lake TIRZ Board and Authority Board from December 31, 2014 to December 31, 2016; and appointment of chairman.
- H. Consider appointments to citizen Boards, Committees and Commissions.

12. REPORTS FROM CITY MANAGER

- A. Review preliminary list of items for the Council meeting of December 18, 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 TUESDAY, NOVEMBER 25, 2014 at 5:00 p.m.



A handwritten signature in blue ink that reads "Dixie Roberts".

Dixie Roberts, City Clerk

I hereby certify that this Public Notice was removed from the Official Bulletin Board at City Hall on this the _____ day of _____ 2014, at _____ a. /p.m.

Dixie Roberts, City Clerk

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

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

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. Only the person whose name appears on this form may speak before the Council. Citizens are encouraged to select a spokesperson if more than one (1) citizen wishes to address the Council on the same subject matter.

TO: MAYOR AND CITY COUNCILMEMBERS

FROM: NAME: Don Kelinska
ADDRESS: _____
HOME TELEPHONE: _____
WORK TELEPHONE: 281-388-4290
TITLE: Director
ORGANIZATION: City of Alvin

SUBJECT MATTER FOR DISCUSSION BEFORE CITY COUNCIL COMMITTEES:

Home for the Holidays

ACTION, IF ANY, REQUESTED FROM CITY COUNCIL:

None

DATE OF APPEARANCE: 12/4/14
TIME SUBMITTED: 6:20 PM

I have read and agree to follow the procedures set forth by the City Council in the Code of Ordinances for appearances under Petitions and Requests from the Public.

SIGNATURE: 

DATE: 12/4/14

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
WORKSHOP/SPECIAL
CITY COUNCIL MEETING
THURSDAY NOVEMBER 20, 2014
6:00 P.M.

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in *Special Workshop Session* at 6:00 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 Richards led the Pledge of Allegiance to the American Flag.

PURPOSE OF THE SPECIAL WORKSHOP: Discuss available options for the construction of the dry detention pond at Kost Road and South Street

Mayor Horn introduced Brazoria County Commissioner Stacy Adams; Commission members and General Manager (Richard McLaren), Brazoria County Conservation and Reclamation District #3 (C&R District #3).

Members from the C&R District #3 stated that as soon as construction begins on said detention pond, it will be online and begin holding water during rain events. C&R #3 is currently working on the detention pond at Summerset and should complete this project within the next 6 months. After such time, they could/would begin work on the Kost/South St. detention pond. The C&R District has the means to dig the actual hole, but will need assistance in hauling the dirt, sweeping the streets and directing traffic in and out of the location. There is a prospect interested in taking the dirt from the project. If the C&R District and the city collaborate for this project it would take approximately 2 years to complete.

The city has allocated approximately \$100,000 this fiscal year for this project. The constituents in District D would like to see this project move rather quickly to help alleviate flooding. The City would be responsible for the payment of fuel used by the trucks hauling the dirt during this project.

The C&R District will be doing the majority of the work. There will need to be a project manager overseeing this project to coordinate the trucking schedules. This will be a full-time job. Commissioner Adams felt that the use of county trucks wouldn't be a problem as long as the trucks are available for use. This project would also have to look at contracting services for the use of more trucks.

Members of staff expressed their concern in the ability to provide a staff member to serve as the point of contact for this project; as this will be a full time job for the duration of the project.

Staff contacted outside contractors to get a rough estimate as to what this project would cost and what the projected timeframe would be if it were to go out for bid. Rough estimates indicate that the project would cost approximately \$1M and would take roughly 6 months to complete.

The city currently has an interlocal agreement with both Brazoria County and the C&R #3. An addendum could be added to the contract to list the specifics of this project.

County Commissioner Adams and C&R District #3 Commissioners would like to help the city with this project. Those who will benefit from this project are all constituents of the governing bodies represented.

Council member Arrendell entered the meeting at 6:40 p.m.

City Council will vote on this item during the regularly scheduled meeting on November 20, 2014 at 7:00 p.m.

ADJOURNMENT

Council member Reed moved to adjourn said meeting at 6:48 p.m. Seconded by Council member Richards; 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

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY NOVEMBER 20, 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

Charles Smith, First Christian Church gave the invocation.

PLEDGE OF ALLEGIANCE

Council member Richards 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 November 6, 2014 Regular City Council meeting
Council member Droege moved to approve the minutes of November 6, 2014. Seconded by Council member Arendell motion to approve carried on a vote of 7Ayes.

PETITIONS OR REQUESTS FROM THE PUBLIC

David Deaton 1105 W. Sidnor Street addressed City Council regarding a citation he received from Code Enforcement in relation to the alleyway behind his home.

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-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.

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

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

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

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

MATTERS REMOVED FROM CONSENT AGENDA

No items were removed from the consent agenda.

OTHER BUSINESS

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

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.

Joyce Kubeczka and Amy Mallett, Utility Supervisors were present before City Council to answer any questions.

Council member Reed moved to approve the "write-off" of certain utility billing accounts receivables. Seconded by Council member Arendell; motion to approve carried on a vote of 7 Ayes.

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.

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.

Council member Arendell moved to approve 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. Seconded by Council member Droege; motion to approve carried on a vote of 7 Ayes.

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.

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.

Council member Reed moved to approve the 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. Seconded by Council member Richards; motion to approve carried on a vote of 7Ayes.

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.

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.

Council member Thompson moved to authorize staff to enter into an agreement with the C&R #3 for the construction of the dry detention pond at Kost Road and South Street. Seconded by Council member Stuksa; motion to approve carried on a vote of 7Ayes.

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.

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.

Council member Thompson moved to approve 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. Seconded by Council member Richards; motion to approve carried on a vote of 6 Ayes, with Council member Stuksa voting No.

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.

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.

Council member Adame moved to approve 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" on first reading. Seconded by Council member Droege; motion to approve carried on a vote of 7 Ayes.

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.

This change in policy will solve many issues had within tract 5 of the Oak Park Cemetery. There are currently 2 upright markers that were approved and installed in years prior. This has caused contention amongst other families who also have loved ones buried within this section because they have not been allowed to also install the upright markers. 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.

Leslie Bryson with Bryson Memorials stated that the cemetery rules and regulations need to be amended to allow for the placement of upright memorials and granite benches. The placement of such gives comfort to grieving families by being able to honor their loved ones.

Ms. Robin Ramirez, 3885 Westglen Drive stated that she would like to see the rules of the Oak Park Cemetery amended so that the placement of upright memorials will be allowed within Tract 5. She stated that she would like to have the opportunity to place an upright memorial at her husband's gravesite within this tract. She also stated that she would like to see the temporary cross and flowers remain in place at her husband's gravesite until a permanent marker is installed.

The ordinance was discussed. Mr. Bryson and Ms. Ramirez asked that the placement of benches within the cemetery remain in effect. Mr. Bryson suggested that only the installation of marble benches with permanent foundation be allowed. Discussion continued.

Council asked to table this item for a subsequent meeting.

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.

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

Council member Arendell moved to approve 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 on first reading. Seconded by Council member Richards; motion to approve carried on a vote of 7Ayes.

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

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.

Council member Arendell moved to approve Resolution 14-R-43; approving and adopting the City of Alvin Records Management Plan; and setting forth other provisions related thereto. Seconded by Council member Droege; motion to approve carried on a vote of 7Ayes.

REPORTS FROM CITY MANAGER

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

Mr. Roland reviewed the preliminary list for the December 4, 2014 City Council meeting.

Announcements/Items of Community Interest

Mr. Roland reported that a Thanksgiving meal will be provided at the Alvin Seniors Center on Thursday, November 27, 2014.

REPORTS FROM COUNCILMEMBERS

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

Announcements and requests from Councilmembers.

Council member Reed thanked the citizens for commenting this evening regarding the cemetery ordinance.

Council member Adame thanked the C&R District 3 for their willingness to help the City in the construction of the detention pond.

Council member Stuksa wished everyone a Happy Thanksgiving.

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

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

Mayor Horn convened to executive session at 7:38 p.m.

RECONVENE TO OPEN SESSION

Mayor Horn reconvened the meeting to open session at 8:23 p.m.

ADJOURNMENT

Council member Thompson moved to adjourn the meeting at 8:23 p.m. Seconded by Council member Stuksa; 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: 11/20/2014

Approval Date: 12/04/2014

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"; 2nd 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 | 4. |
| 2. Exhibit "A" | 5. |
| 3. | 6. |

Submitted by:

**Junru
Roland**

Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com,
o=City of Alvin, ou=Finance
Department, c=US
Date: 2014.11.10 17:54:45
-06'00'

Department Head

Funds Available:

**Junru
Roland**

Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com, o=City
of Alvin, ou=Finance Department,
c=US
Date: 2014.11.10 17:54:55 -06'00'

Finance Director

Approved as to Form:

**Bobbi J
Kacz**

Digitally signed by Bobbi J Kacz
DN: cn=Bobbi J Kacz, o=City of
Alvin, ou=Legal Department,
email=jkacz@cityofalvin.com, c=US
Date: 2014.11.11 15:52:28 -06'00'

City Attorney

Approved By:

**Junru
Roland**

Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com,
o=City of Alvin, ou=Finance
Department, c=US
Date: 2014.11.13 12:30:18 -06'00'

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: _____
Dixie Roberts, City Clerk

By: _____
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: 12/4/14

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; 2nd 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 | 4. |
| 2. Ordinance 90-C | 5. |
| 3. | 6. |

Submitted by:

**Dixie
Roberts**

Digitally signed by Dixie Roberts
DN: cn=Dixie Roberts, o=City of
Alvin, ou=City Clerk,
email=droberts@cityofalvin.com,
c=US
Date: 2014.11.05 16:50:22
+06'00'

Department Head

Funds Available:

Finance Director

Approved as to Form:

**Bobbi J
Kacz**

Digitally signed by Bobbi J Kacz
DN: cn=Bobbi J Kacz, o=City of
Alvin, ou=Legal Department,
email=bkacz@cityofalvin.com, c=US
Date: 2014.11.05 16:14:01 -0600

City Attorney

Approved By:

**Junru
Roland**

Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com,
o=City of Alvin, ou=Finance
Department, c=US
Date: 2014.11.13 12:33:24 -0600

City Manager

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 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.

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

Ordinance No. 90-C
page Four

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 relating 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
Allen Gray, Mayor

Wynette Stoner
Wynette Stoner, City Secretary

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 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 data 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 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 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~~
The retention schedules as established by the Texas State Library and Archives Commissions and adopted by the City.

~~*Records Liaison Officers:* mean~~† 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 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.

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

~~**Records Management 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 Management Plan:** means~~ 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 Period:** means~~ 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.~~

~~ea.~~ 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:

CITY OF ALVIN, TEXAS:

By: _____
Dixie Roberts, City Clerk

By: _____
Paul A. Horn, Mayor



AGENDA COMMENTARY

Discussion Date: 12/04/2014

Approval Date: 12/04/2014

Submitted By: Daniel Kelinske

SUBJECT:

Consider request for street closures for the Home for the Holidays Event on Saturday, December 06, 2014 from 7:30 a.m. to 10:30 p.m. for the following streets: Depot Centre Blvd. after second entrance/exit of northwest parking lot, third entrance/exit of Northwest parking lot at Depot Centre Blvd., E. Sealy St. at Depot Centre Blvd., Depot Centre Blvd. at E. Sidnor St., E. Sidnor St. at Depot Centre Blvd., E. Sidnor St. at S. Magnolia St. and entrance/exit of parking lot at E. Sidnor St.

DISCUSSION:

The Alvin Parks & Recreation Dept. in partnership with the Alvin Convention & Visitor's Bureau is hosting the annual Home for the Holidays event on Saturday, December 06, 2014. Street closures are requested from 7:30 am to 10:30 pm for the safety of the participants.

RECOMMENDATION:

Move to approve street closures as requested for the Home for the Holidays Event.

ATTACHMENTS:

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

Submitted by:
Daniel Kelinske
Digitally signed by Daniel Kelinske
 DN: cn=Daniel Kelinske, o=City of Alvin, ou=Parks and Recreation, email=dkelinske@cityofalvin.com, c=US
 Date: 2014.11.13 11:22:52 -0600
 Department Head

Funds Available:
 Finance Director

Approved as to Form:
Bobbi J Kacz
Digitally signed by Bobbi J Kacz
 DN: cn=Bobbi J Kacz, o=City of Alvin, ou=Legal Department, email=bkacz@cityofalvin.com, c=US
 Date: 2014.11.24 17:23:37 -0600
 City Attorney

Approved By:
Junru Roland
Digitally signed by Junru Roland
 DN: cn=Junru Roland, email=jroland@cityofalvin.com, o=City of Alvin, ou=Finance Department, c=US
 Date: 2014.11.25 15:35:27 -0600
 City Manager



AGENDA COMMENTARY

Discussion Date: 12/04/2014

Approval Date: 12/04/2014

Submitted By: Bobbi J. Kacz

SUBJECT:

Consider Amendment No. 2 to the Development and License Agreement with Alvin Restaurant Group, Inc. dba The Barbed Rose Steakhouse and Seafood Co., and authorize the Mayor to execute.

DISCUSSION:

In June 2010, Council approved a License Agreement that allowed Alvin Restaurant Group to build a parking lot and a private cooler/storage facility on City park property to enhance enjoyment of National Oak Park for park patrons. The Agreement was solely with the Barbed Rose Steakhouse and Seafood Co and prohibited any assignment of the agreement to anyone else.

This Amendment expands the scope of restaurant/food establishments to include additional properties authorized to use the cooler/storage facility so long as the "eligible property" is being utilized as a restaurant and/or food establishment and enhances the amenities available for park patrons. This Amendment also provides for assignment of the agreement to 'eligible businesses' upon Council approval.

RECOMMENDATION:

Move to approve Amendment No. 2 to the Development and License Agreement with Alvin Restaurant Group and authorize the Mayor to sign.

ATTACHMENTS:

- | | |
|---------------------------------|----|
| 1. Amendment No. 2 to Agreement | 4. |
| 2. Exhibits to Agmt | 5. |
| 3. | 6. |

Submitted by:

**Bobbi J
Kacz**

Digitally signed by Bobbi J Kacz
DN: cn=Bobbi J Kacz, o=City of
Alvin, ou=Legal Department,
email=bkacz@cityofalvin.com,
c=US
Date: 2014.11.25 18:31:39
+06'00'

Department Head

Funds Available:

Finance Director

Approved as to Form:

**Bobbi J
Kacz**

Digitally signed by Bobbi J Kacz
DN: cn=Bobbi J Kacz, o=City of
Alvin, ou=Legal Department,
email=bkacz@cityofalvin.com, c=US
Date: 2014.12.01 15:15:43 -0600'

City Attorney

Approved By:

**Junru
Roland**

Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com,
o=City of Alvin, ou=Finance
Department, c=US
Date: 2014.12.01 18:47:14 -0600'

City Manager

utilized for restaurant and food establishment purposes. The City desires to expand the amenities available to patrons of the Property by extending the licensing and use of the Improvements to adjacent properties owned now or in the future by the Developer that will be utilized for restaurant and food establishment purposes, while precluding the storage of alcoholic beverages (as such term is defined by the Texas Alcoholic Beverage Code) on such Property. For these stated reasons, the Agreement is hereby amended by expanding the scope of the old term “Restaurant” to now include additional property under the new term “Eligible Property,” by deleting and creating a new third paragraph in the “RECITALS,” and by providing a procedure for assignment of the Agreement, by deleting and creating a new “ARTICLE VI ASSIGNMENT”, and by adding a condition for termination of the Agreement by prohibiting the storage of alcoholic beverages at the “Facility”; with all three amendments to provide as follows:

1. First Amendment to the Agreement:

“RECITALS

* * *

To enhance the use of the Property, the City desires to allow the Developer to construct the Lot and Facility (collectively called the “Improvements”) on the Property. The City also desires to encourage the licensing of the Facility located on the Property by Developer for storage and use of a cooler unit, which shall be used to further enhance the old The Barbed Rose Steak and Seafood Co. property or any other adjacent property owned by the Developer, including property being leased from the Developer when the Developer/Lessor of such property has obtained a City Council approved Assignment in accordance with Article VI of this Agreement, and so long as any of the above mentioned property is being utilized as a restaurant and/or food establishment (the “Eligible Property”) and therefore further enhances the amenities available for patrons of the Property.”

2. Second Amendment to the Agreement:

**“ARTICLE VI
ASSIGNMENT**

After consideration and approval by City Council, the Developer (“Assignor”) may assign this Agreement to a lessee (“Assignee”) of property considered an Eligible Property for use of the Improvements, as provided for in the Recitals of this Agreement, and so long as such property is being utilized for restaurant and/or food establishment purposes. If any such assignment of this Agreement is approved by City Council, the Assignee shall enjoy all the rights and obligations of the Developer/Assignor provided for in this Agreement.”

3. *Third Amendment to the Agreement:*

“ARTICLE X
LICENSE AGREEMENT

* * *

7. Developer unlawfully stores any alcoholic beverage at the Facility, in violation of the City’s Park Director Rules and Regulations concerning the use of City Parks, as prescribed by Section 16½ -22 of the City’s Code of Ordinances.”

2.

The amendments to the Agreement affected by this Amendment No. 2 shall not lessen, forgive, or excuse any obligation of any of the parties hereto accruing under the Agreement prior to the execution of this Agreement.

3.

This Amendment shall be governed by, and interpreted and construed according to the laws of the State of Texas. The venue of any action or proceeding relating to this Amendment shall be in Brazoria County, Texas.

4.

This Amendment shall be subject to change or modification only with the written mutual consent of each of the parties hereto.

5.

As modified hereby, the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between the Agreement and this Amendment, this Amendment shall control.

6.

The provisions of this Amendment are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Amendment or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Amendment and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Amendment to other persons or circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in multiple copies, each of which shall be deemed to be an original, as of the Effective Date of this Amendment No. 2 hereof.

THE CITY OF ALVIN, TEXAS

BY: _____
Paul A. Horn, Mayor

ATTEST:

By: _____
Dixie Roberts, City Clerk

The Alvin Restaurant Group, Inc. dba
The Barbed Rose Steakhouse & Seafood Co.

BY: _____
Joseph S. Schneider
("Developer/Assignor")

ATTEST:

BY: _____

Printed Name: _____

STATE OF TEXAS §

COUNTY OF BRAZORIA §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of December, 2014.

Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF BRAZORIA §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of December, 2014.

Notary Public in and for the State of Texas



AGENDA COMMENTARY

Discussion Date: 12/04/2014
Approval Date: 12/04/2014
Submitted By: Bobbi J. Kacz

SUBJECT:

Consider the Assignment of the Development and License Agreement with Alvin Restaurant Group, Inc. dba The Barbed Rose Steakhouse and Seafood Co., and authorize the Mayor to execute.

DISCUSSION:

Amendment No. 2 to the Development and License Agreement provides for Council approval of an assignment by Alvin Restaurant Group of its interest of exclusive use of the cooler/storage unit to additional "eligible properties" being utilized as a restaurant and/or food establishment for further enhancement of amenities available for park patrons.

The Alvin Restaurant Group elects to assign its interest to the Gordon Street Tavern and Mango's Latin Grill. Both properties are owned by Alvin Restaurant Group, Inc. and leased by the Developer to those businesses providing services as a restaurant and/or food establishment.

RECOMMENDATION:

Move to approve the Assignment of the Development and License Agreement with Alvin Restaurant Group to the Gordon Street Tavern and Mango's Latin Grill and authorize the Mayor to sign.

ATTACHMENTS:

- | | |
|--|----|
| 1. Assignment of the Dev & License Agreement | 4. |
| 2. Exhibit A to Assignment | 5. |
| 3. | 6. |

Submitted by:

**Bobbi J
Kacz**

Digitally signed by Bobbi J Kacz
DN: cn=Bobbi J Kacz, o=City of
Alvin, ou=Legal Department,
email=bkacz@cityofalvin.com,
c=US
Date: 2014.11.25 18:31:39
+06'00'

Department Head

Funds Available:

Finance Director

Approved as to Form:

**Bobbi J
Kacz**

Digitally signed by Bobbi J Kacz
DN: cn=Bobbi J Kacz, o=City of
Alvin, ou=Legal Department,
email=bkacz@cityofalvin.com, c=US
Date: 2014.12.01 15:36:31 -0600'

City Attorney

Approved By:

**Junru
Roland**

Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com,
o=City of Alvin, ou=Finance
Department, c=US
Date: 2014.12.01 16:48:21 -0600'

City Manager

ASSIGNMENT OF DEVELOPMENT AND LICENSE AGREEMENT

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

WHEREAS, the Alvin Restaurant Group, Inc., dba The Barbed Rose Steakhouse and Seafood Co. (the “Developer”), executed a Development and License Agreement (the “Agreement”) with the City of Alvin, Texas (the “City”), effective June 16, 2010, for (1) the construction of a parking lot (the “Lot”) and a cooler/storage facility (the “Facility”) to be located on National Oak Park (the “Property”), and (2) the creation of a license for use of the Lot and Facility (collectively called the “Improvements”) on the Property; and

WHEREAS, The Developer and City executed an Amendment No. 1 (“Amendment 1”) to the Agreement on January 6, 2011, and an Amendment No. 2 (“Amendment 2”) to the Agreement on December 4, 2014 (Agreement, Amendment 1, and Amendment 2 are attached hereto as Exhibit “A” and made a part of this Assignment hereof).

WHEREAS, The Developer now owns another commercial building adjacent to the Property and the former Barbed Rose Steakhouse and Seafood Co. restaurant location, and such commercial building is currently being utilized for restaurant and food establishment purposes; and

WHEREAS, The City desires to expand the amenities available to patrons of the Property by extending the licensing and use of the Improvements to adjacent properties owned now or in the future by the Developer that will be utilized for restaurant and food establishment purposes, including property being leased from the Developer when the Developer/Lessor of such property has obtained a City Council approved Assignment in accordance with Article VI of the Agreement, and so long as any of the above mentioned property is being utilized as a restaurant and/or food establishment (the “Eligible Property”); and

WHEREAS, the City Council has determined that Eligible Property, as further identified by the site map attached hereto as Exhibit “B” and made a part of this Assignment hereof, is currently owned or being leased from the Developer/Lessor by two business establishments that are both being utilized as restaurant and/or food establishments;

WHEREAS, the City Council of the City of Alvin approves the assignment of the Agreement subject to the following terms and conditions;

NOW THEREFORE, know all men by these presents:

1. The recitals stated above are hereby found to be true and correct and are incorporated as a part of this Assignment hereof.

2. The City Council of the City of Alvin approves the assignment of the Agreement, including Amendment 1 and Amendment 2, from the Developer/Lessor to Mango's Latin Grill and Gordon Street Tavern (the "New Restaurant(s)"), which shall now be totally responsible for all terms, conditions and obligations under the Agreement, Amendment 1, and Amendment 2, beginning on the date of execution of this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on _____ day of December, 2014.

ATTEST:

CITY OF ALVIN, TEXAS

By: _____
Dixie Roberts, City Clerk

By: _____
Paul A. Horn, Mayor

ATTEST:

The Alvin Restaurant Group, Inc. dba
The Barbed Rose Steakhouse & Seafood Co.
("Developer")

BY: _____

BY: _____
Printed Name: Joseph S. Schneider,
Developer/Lessor

ATTEST:

Mango's Latin Grill
("New Restaurant")

BY: _____

BY: _____
Printed Name: Tomas Torres,
President of Barbed Rose, Inc., Lessee

ATTEST:

Gordon Street Tavern
("New Restaurant")

BY: _____

BY: _____
Printed Name: Henry Dillmann,
President of H & S Dillmann, Inc., Lessee

EXHIBIT "A"

Agreement, Amendment 1, and Amendment 2

EXHIBIT "B"

Site Map

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA §

DEVELOPMENT AND LICENSE AGREEMENT

This Development and License Agreement (collectively called the "Agreement") is entered into as of the 22nd day of June, 2010, by and between the City of Alvin, Texas, a home-rule city (the "City") and the Alvin Restaurant Group, Inc., dba The Barbed Rose Steakhouse and Seafood Co., a Texas Corporation (the "Developer").

RECITALS

Developer has proposed to the City the construction of a parking lot (the "Lot") and a cooler/storage facility (the "Facility") to be located on National Oak Park (the "Property").

City is the owner of the Property located in Alvin, Texas.

To enhance the use of the Property, the City desires to allow the Developer to construct the Lot and Facility (collectively called the "Improvements") on the Property. The City also desires to encourage the licensing of the Facility located on the Property by Developer for storage and use of a cooler unit, which shall be used to enhance The Barbed Rose Steak and Seafood Co. (the "Restaurant") and therefore further enhance the amenities available for patrons of the Property.

Additionally, the Developer agrees to provide access from the Property to the outdoor patio portion of the Restaurant and provide concessions for walk-up customers from the Property, thus further enhancing the amenities available for patrons of the Property. The City does therefore find these Improvements to be a benefit to the patrons of the Property.

The purpose of this Agreement is to set forth the general terms and conditions of the construction and development of the Improvements, and also set forth the general terms and conditions for the license granted Developer for exclusive use of the Facility.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I
STATUS OF TITLE**

The parties acknowledge that the City is and shall remain the owner of the Property, more fully described in **Exhibit "A"** (commonly referred to as "National Oak Park"). Developer acknowledges and agrees that it does not now have, and never shall have, title to the Property and any Improvements made thereto; provided however, upon termination or expiration of the License Agreement, Developer shall be allowed to remove items considered to be non-fixtures, such as but not limited to the cooler unit as further outlined in this Agreement.

After construction of the Improvements, the parties intend that fee title to the Improvements shall vest in the City, regardless of a License Agreement granted to Developer for exclusive use of the Facility.

**ARTICLE II
ACCESS TO THE PROPERTY**

The City does hereby grant access to Developer on the Property, to construct the Improvements as proposed and further described in **Exhibit "B"** and to be located on the Property.

**ARTICLE III
DEVELOPMENT AND CONSTRUCTION OF THE IMPROVEMENTS**

Subject to the terms and conditions of this Agreement, Developer shall undertake and be responsible for the development and construction of the Improvements. The Developer agrees to

construct all of the Improvements on a concurrent timeframe and complete the construction of all Improvements within ninety (90) days from the date of execution of this Agreement. If the Improvements are not completed within ninety (90) days from the date of execution of this Agreement, unless City Council otherwise agrees to an extension of such timeframe, the City may terminate the License Agreement in accordance with Article X of this Agreement. The Improvements shall be designed and constructed in accordance with, and subject to all applicable City of Alvin site development standards, landscaping standards, parking standards, standards for access, drainage standards, permitting requirements, and all other applicable regulations for the City of Alvin. Developer shall choose the architect, engineer, and/or other members of the design team of the Improvements. Developer shall submit to the City a copy of the preliminary construction plans and specifications with respect to the Improvements. Developer shall consult with the City regarding such plans and specifications. The Improvements shall be constructed in accordance with the plans and specifications submitted to and approved by the City. City approval shall be based upon the Improvements meeting the terms of this Agreement; applicable City building codes; and other applicable laws and regulations.

Developer shall determine the general contractor for construction of the Improvements. Developer shall comply with applicable laws with regard to the construction of the Improvements. In particular, but without limiting the generality of the foregoing, no provision of this Agreement shall relieve Developer from the obligation to obtain appropriate building permits from the City and to comply with all applicable construction codes of the City in construction of the Improvements. Developer shall further comply with all subdivision ordinances, flood, disaster, and environmental protection laws, federal, state and city laws, rules and regulations, and other laws applicable to construction of the Improvements. The City agrees to grant a building permit if the Improvements are proposed to be constructed in accordance with the City's building code and all other applicable laws, and in compliance with the plans and specifications submitted by Developer and approved by the City.

The City shall have the right, but not the obligation, to review construction activities regarding the Improvements so long as such review does not substantially delay or interfere with construction activities. This section does not limit nor restrict the authority of the City to inspect

construction in accordance with applicable laws and ordinances. A review by the City shall not make the City liable for any construction activities whatsoever.

The City Manager or his designee shall have the authority to act on behalf of the City with regard to any approvals or decisions required by the City. Developer shall designate a similar representative.

ARTICLE IV FINANCING

Developer shall be solely responsible for completing construction of the Improvements at its own cost and expense. Developer **shall not** have the right to pledge or otherwise encumber the Improvements or Developer's rights under this Agreement.

ARTICLE V LIENS AND ENCUMBERANCES

The City expressly **denies** Developer the right and privilege to encumber, by lien, deed of trust, security interest, easement or other method, any of Developer's rights hereunder, including the fee title to the Improvements and/or the Property. Any agreements to subordinate the fee title of City to the Improvements and/or the Property shall not be binding upon the City or in any way constitute an obligation of the City. The parties intend by this Paragraph to prohibit Developer from encumbering Developer's rights hereunder; fee title to the Improvements; and prohibit any encumbrance by Developer of the fee title of the City to the Property. Prior to acceptance of the Improvements, the City shall require the Developer to provide subrogation letters or release of lien statements by all applicable lienholders as it relates to all Improvements and the Property.

ARTICLE VI ASSIGNMENT

Developer may not assign this Agreement. It is agreed by and between the parties hereto that under no condition and under no circumstances shall there be any pledge or assignment of this Agreement.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

Developer hereby warrants and represents to the City the following:

1. Developer is duly authorized to conduct business in Texas. The execution and delivery and performance by Developer of this Agreement are within Developer's powers and have been duly authorized by all necessary action of Developer. Neither the execution and delivery of this Agreement nor the consummation of any of the transactions contemplated therein will contravene the organizational documents of Developer, or to Developer's knowledge, any provision of law, statute, rule or regulation to which Developer is subject, or any judgment, decree, license, order, or permit applicable to Developer or will conflict or be inconsistent with, or result in the breach of any of the terms of, any agreement to which Developer is a party or by which Developer is bound.

2. This Agreement is the legal, valid, and binding obligation of Developer enforceable against Developer in accordance with its terms except as limited by applicable debtor relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization, or similar laws affecting the rights or remedies of creditors generally as in effect from time to time. Developer warrants that there is no action, proceeding, inquiry, or investigation before any court or other governmental entity pending or threatened against Developer concerning the validity of any action to be taken by Developer pursuant to this Agreement or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by Developer of this Agreement or which would adversely affect the financial position of Developer or its ability or authority to carry out the terms hereof. Developer is not in any default in the performance, observation, or fulfillment of any of the obligations contained in any material agreement or instrument to which Developer is a party.

3. Neither this Agreement nor any other written statement delivered by Developer to the City contains any untrue statement of a material fact or omits to state any material fact necessary to keep the statements contained herein or therein, in light of the circumstances in which they were made, from being misleading. There is no fact known to Developer not disclosed to the City and which could adversely affect the execution, delivery, or performance of this Agreement by Developer. With the sole exception of building permits, certificates of occupancy, and other such governmental approvals which Developer expects to obtain in the ordinary course of business, there is no consent necessary to the construction of the Improvements, which Developer has not obtained; provided, this representation in no event excuses Developer from the duty to comply with all applicable laws.

**ARTICLE VIII
REPRESENTATIONS AND WARRANTIES OF THE CITY**

City warrants and represents to Developer as of the date hereof:

1. The City is a Texas home-rule city duly organized under the laws of the State of Texas. The execution and delivery and performance by the City of this Agreement are within the City's powers and have been duly authorized by all necessary action of the City. Neither the execution and delivery of this Agreement nor the consummation of any of the transactions contemplated therein will contravene the organizational documents of the City, or to the City's knowledge, any provision of law, statute, rule or regulation to which the City is subject, or any judgment, decree, license, order, or permit applicable to the City or will conflict or be inconsistent with, or result in the breach of any of the terms of, any agreement to which the City is a party or by which the City is bound.
2. This Agreement shall be the legal, valid, and binding obligations of the City enforceable against the City in accordance with its respective terms except as limited by applicable debtor relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization, or similar laws affecting the rights or

remedies of creditors generally as in effect from time to time. The City warrants that there is no action, proceeding, inquiry, or investigation before any court or other governmental entity pending or threatened against the City concerning the validity of any action to be taken by the City pursuant to this Agreement or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the City of this Agreement or which would adversely affect the financial position of the City or its ability or authority to carry out the terms of this Agreement. Neither this Agreement nor any other written statement delivered by the City to Developer contains any untrue statement of a material fact or omits to state any material fact necessary to keep the statements contained herein or therein, in light of the circumstances in which they were made, from being misleading. There is no fact known to the City not disclosed to Developer and which could adversely affect the execution, delivery, or performance of this Agreement.

3. In connection with all utility services whether provided by the City or by other utility companies, Developer shall be responsible for bringing any such utilities to the Facility.

ARTICLE IX TITLE TO IMPROVEMENTS

Upon completion of construction of the Improvements, title to the Improvements shall vest in the City. Developer shall execute any appropriate legal documents to evidence the transfer of the title to the Improvements from Developer to the City.

ARTICLE X LICENSE AGREEMENT

After Developer has satisfied the development requirements of this Agreement and the City accepts the Improvements, the City shall grant a license to Developer for exclusive use of the Facility for storage and cooler purposes. As of the date of acceptance of the Improvements, the City shall grant Developer a license for ten (10) years, with an option for two (2) renewal periods of ten

(10) years each. In order for Developer to exercise an option for renewal, Developer must notify the City of its intention to renew the license at least thirty (30) days prior to the expiration of any such term. The City may terminate the License Agreement at any time if any of the following conditions occur:

1. Developer fails to complete the construction of all Improvements within ninety (90) days from the date of execution of this Agreement, unless such timeline is extended by City Council.
2. Developer ceases to own and/or operate the Restaurant, unless a successor and/or assign is authorized by the City,
3. Developer ceases to use the Facility for storage and cooler purposes,
4. Developer fails to maintain the Facility and/or the Lot in accordance with the City's rules and regulations,
5. The City determines that the use of the Facility exclusively by Developer is inconsistent with an authorized use for park purposes, or
6. The City determines, at its sole discretion, that it is not in the best interest of the public to continue the License Agreement with Developer.

If the City terminates this License Agreement in accordance with this Section, Developer may remove any non-fixtures, including but not limited to the portable cooler facility, upon final authorization by the City. Any non-fixtures removed in accordance with this Section must be removed within thirty (30) days of the date the License Agreement terminates. Otherwise, all non-fixtures become property of the City. Any and all fixtures and permanent improvements, including but not limited to the Lot and the remainder of the Facility, shall remain part of the Property owned in fee title by the City.

ARTICLE XI GIFTS TO THE CITY

All improvements constructed by Developer to the Property are a gift to the City of Alvin for the benefit and enhancement of National Oak Park; and are therefore considered, along with the use of such Improvements in conjunction with the adjoining Restaurant an additional amenity

available to the National Oak Park patrons.

**ARTICLE XII
RIGHTS UPON TERMINATION**

Should this Agreement be terminated, unless otherwise provided for in Article X above, title to all Improvements located on Property shall vest in the City.

**ARTICLE XIII
DEFAULT AND BREACH OF THIS AGREEMENT**

Developer and the City will give prompt written notice to the other party when either party becomes aware of the occurrence or failure to occur, or the impending or threatened occurrence or failure to occur, of any fact or event that would cause any of its representations or warranties contained in this Agreement to be untrue or the failure by such party to perform any of its obligations contained in this Agreement. If either party desires to bring action against the other party for the breach of this Agreement, it shall deliver a written notice to the other party of the reason for such decision, specifying the factual basis therefore in reasonable detail. The party receiving such notice may cure the alleged breach within thirty (30) days following receipt of the notice; provided however, this shall not encumber the City's ability to terminate all or part of this Agreement at its sole discretion, in accordance with the terms of this Agreement.

**ARTICLE XIV
FORCE MAJEURE**

The obligations of Developer hereunder and of the City shall be suspended during any period of Force Majeure. The term "Force Majeure" shall mean any cause beyond the control of Developer or the City, including, but not restricted to, flood, earthquake, storm, fire, lightning, epidemic, war, acts of the public enemy, riot, civil disturbance or disobedience, strike, lockout, work stoppages, other industrial disturbance or dispute, whether determined to have arisen out of an unfair labor practice of any party hereto, labor or material shortage, sabotage, restraint by court order or other public authority, and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by the exercise of

due diligence such party could not reasonably have been expected to avoid. Nothing contained herein shall be construed so as to require a party to settle any strike lockout, work stoppage, or other industrial disturbance or dispute in which it may be involved. Any party rendered unable to fulfill any of its obligations under this Agreement by reason of uncontrollable force shall exercise due diligence to remove such inability with all reasonable dispatch.

ARTICLE XV SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of each such deleted provision, there shall be added automatically as part of this Agreement a provision as similar in terms and substance to such deleted provision as may be possible and yet be legal, valid and enforceable.

ARTICLE XVI ATTORNEYS' FEES

If, on account of any breach or default by the City or Developer of their obligations to the other party hereto under the terms, conditions or covenants of this Agreement, it shall become necessary for either party hereto to engage an attorney, or to use an attorney employed by either party, to enforce and defend any of its rights or remedies hereunder and should such party prevail, such prevailing party shall be entitled to any reasonable attorneys' fees, costs or expenses incurred by such party in connection herewith.

ARTICLE XVII SUCCESSORS

If authorized by the City, this Agreement shall be binding upon the successors and assigns of the parties hereto.

**ARTICLE XVIII
AMENDMENTS**

This Agreement may be amended at any time, but only by a written instrument signed by both Developer and the City.

**ARTICLE XIX
MEDIATION**

In the event of any dispute hereunder, the parties shall first resort to mediation, to be held in Alvin, Texas, before a mediator or mediators acceptable to the parties and in accordance with Chapter 154 of the Texas Civil Practice and Remedies Code.

**ARTICLE XX
MISCELLANEOUS**

The City and Developer shall execute such further assurances, in writing, as are necessary to carry out the intent and purposes of this Agreement.

The laws of the State of Texas shall govern this Agreement. Venue on any dispute arising out of this agreement shall be in Brazoria County, Texas, and the place where performance is primarily to occur.

Neither the consummation of the transactions contemplated in this Agreement, the delay or omission of a party to exercise any of its rights hereunder, nor any investigation or disclosure of any party, shall affect the liability of the parties to one another for breaches of this Agreement or prevent any party from relying upon the representations and warranties made in this Agreement.

This Agreement including all exhibits or schedules constitutes the full and entire understanding and agreement between the parties and supersedes any prior or contemporaneous written or oral agreements between the parties. Except as expressly provided in this Agreement, it

may not be amended, waived, discharged, or terminated except by a written instrument signed by both parties.

Notices shall be in writing mailed by first-class mail, telecopied, or delivered by messenger, or overnight courier and shall be deemed given when received at the address of the parties set forth below.

If, to the City:

City of Alvin
216 West Sealy
Alvin, Texas 77511
Attention: City Manager

With a copy to:

City of Alvin
216 West Sealy
Alvin, Texas 77511
Attention: City Attorney

If, to the Developer:

JOSEPH SCHNEIDER
13802 COUNTY RD 185
ALVIN, TX 77511
Attention: _____

With a copy to:

Attention: _____

Nothing in this Agreement is intended to create any partnership or joint venture between the parties, and any implication to the contrary is expressly disapproved. This Agreement does not

create a joint enterprise of any kind and does not appoint either party as an agent of the other for any purpose whatsoever. Neither party shall in any way assume any liability of the other for the acts of the other or obligations of the other. In particular, the City shall have no liability whatsoever with regard to the Improvements until title has passed to the City.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

No member of the City Council, officer, official, agent, or employee of the City shall have personal liability whatsoever pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of June 16, 2010, to be effective from and after such date.

ATTEST:

BY: Thomas M. Peebles
Tommy Peebles
City Clerk

THE CITY OF ALVIN, TEXAS

BY: Gary Appelt
Gary Appelt
Mayor

ATTEST:

BY: Jean Cheney

The Alvin Restaurant Group, Inc. dba
The Barbed Rose Steakhouse & Seafood Co.

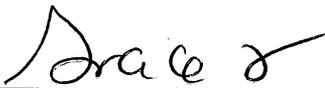
BY: [Signature]

STATE OF TEXAS §

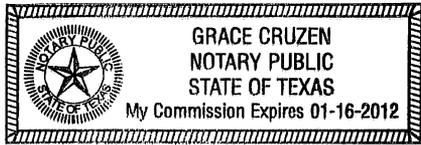
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared Gary Appelt, Mayor of The City of Alvin, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1 day of July, 2010.



Notary Public in and for the State of Texas

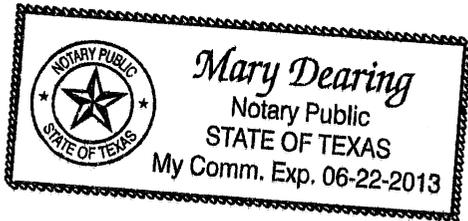


STATE OF TEXAS §

COUNTY OF BRAZORIA §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28 day of June, 2010.



Mary Dearing
Notary Public in and for the State of Texas

Exhibit "A"

National Oak Park (the "Property")

Exhibit "B"

Parking Lot and Storage / Cooler Facility (the "Improvements")

**AMENDMENT NO. 1 TO
DEVELOPMENT AND LICENSE AGREEMENT
WITH THE ALVIN RESTAURANT GROUP, INC. dba
THE BARBED ROSE STEAKHOUSE AND SEAFOOD CO.**

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This Amendment No. 1 (the "Amendment") to the Development and License Agreement (collectively called the "Agreement") is made and entered into as of the 6th day of January 2011 (the "Effective Date"), by and between the City of Alvin, Texas (the "City"), and the Alvin Restaurant Group, Inc. dba The Barbed Rose Steakhouse and Seafood Co., a Texas Corporation (the "Developer").

WHEREAS, the City and the Developer entered into the Agreement, dated June 16, 2010, to enhance the use of National Oak Park (the "Property") by allowing the Developer to construct a parking lot (the "Lot") and a cooler/storage facility (the "Facility"), and encourage the licensing of the Facility for storage and use of a cooler unit, which shall be used to enhance The Barbed Rose Steakhouse and Seafood Co. Restaurant (the "Restaurant") and therefore further enhance the amenities available for patrons of the Property; and

WHEREAS, this Amendment is necessary to adopt revisions to the Agreement due to the mutual desire of the City and the Developer; and

NOW, THEREFORE, for and in consideration of the premises and mutual benefits and agreements hereafter set forth, the City and the Developer agree to amend the Agreement as follows:

1.

The Developer completed construction of the Facility pursuant to the terms of the Agreement. This Amendment refers solely to the development and construction of the Lot Improvement. The Agreement is hereby amended by deleting ARTICLE III and ARTICLE IV provisions of the Agreement as they relate to the Lot Improvement and adding the following to replace the deletions, to provide as follows:

**“ARTICLE III
DEVELOPMENT AND CONSTRUCTION OF THE IMPROVEMENTS**

Subject to the terms and conditions of this Agreement, Developer shall be responsible for the payment of the construction cost (see revised plan attached hereto as **Exhibit “B-1”** and the overall site plan on **Exhibit “B-2”** and made a part of this Amendment No. 1 and the original Agreement hereof). The revised plan provides for additional paving to accommodate more parking spaces on the Lot. The Developer agrees to be responsible for making payment to the City for the cost of construction associated with the parking lot as identified on **Exhibit “C”**. The City shall provide the design for the Lot Improvement as depicted on **Exhibit “B-1”**. The Lot Improvement shall be designed and constructed in accordance with, and subject to all applicable City of Alvin site development standards, landscaping standards, parking standards, standards for access, drainage standards, permitting requirements, and all other applicable regulations for the City of Alvin. The Lot Improvement shall be constructed in accordance with the plans and specifications approved by the City. City approval shall be based upon the Lot Improvement meeting the terms of this Amendment to the Agreement; applicable City building codes; and other applicable laws and regulations.

The City agrees to provide the storm water drainage system for the Lot Improvement including the system’s design, engineering and cost in accordance with all applicable regulations for the City of Alvin.”

**“ARTICLE IV
FINANCING**

Developer shall be responsible for the construction costs of the Lot Improvement as stated above. Upon the City’s inspection and acceptance of the Lot Improvement, the City will deliver an invoice for the Lot Improvement to the Developer. The Developer shall pay the City for the Lot Improvement construction costs within 15 days of receipt of the invoice. Developer **shall not** have the right to pledge or otherwise encumber the Lot Improvements or Developer’s rights under this Agreement.”

2.

The Agreement is hereby further amended by deleting Exhibit “B” in the original Agreement and substituting the revised **Exhibits “B-1 & B-2,”** which are attached hereto and made a part hereof.

3.

The amendments to the Agreement affected by this Amendment No. 1 shall not lessen, forgive, or excuse any obligation of any of the parties hereto accruing under the Agreement prior to the execution of this Amendment.

4.

This Amendment shall be governed by, and interpreted and construed according to, the laws of the State of Texas. The venue of any action or proceeding relating to this Amendment shall be in Brazoria County, State of Texas.

5.

This Amendment shall be subject to change or modification only with the written mutual consent of each of the parties hereto.

6.

As modified hereby, the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between the Agreement and this Amendment, this Amendment shall control.

7.

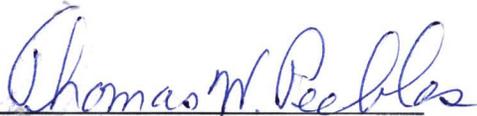
The provisions of this Amendment are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Amendment or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Amendment and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Amendment to other persons or circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in multiple copies, each of which shall be deemed to be an original, as of the Effective Date of this Amendment No. 1 hereof.

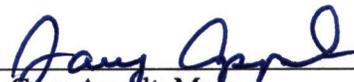
ATTEST:

THE CITY OF ALVIN, TEXAS

BY:


Thomas W. Peebles, City Clerk

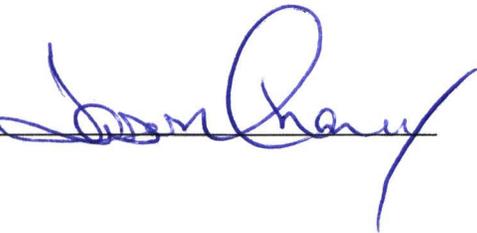
BY:


Gary Appelt, Mayor

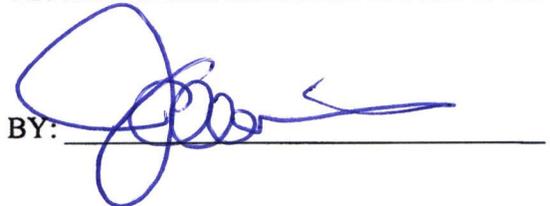
ATTEST:

The Alvin Restaurant Group, Inc. dba
The Barbed Rose Steakhouse & Seafood Co.

BY:



BY:



STATE OF TEXAS §

COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared Gary Appelt, Mayor of The City of Alvin, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of January, 2011.



Diane Harper
Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF BRAZORIA §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of January 2011.



Diane Harper
Notary Public in and for the State of Texas

Exhibit "B-1"

**National Oak Park Parking Lot (the "Property")
Revised Plan**



WILLIS STREET

DISNEY STREET

EXIST. MANHOLE
TR. 46.46
FL. 32.93

2. PARKING LOT

EXHIBIT
B-1

2. SLAB

BRICK BLDG.

TELEPHONE PED.
PWR. POLE
68 (3)UKES STUB-OUTS

20" DIA

GUY WIRES
SS CO.
PWR. POLE

TELEGRAPH POLE
ASHMPIONED GAS RISER

12' TREE

(2)6" TREES

18" PECAN

8" HACKBERRY

14" PECAN

COVERED DECK AREA

BARBED ROSE RESTRAINT

PROPOSED 10' CONC. ALLEY

Exhibit "B-2"

**National Oak Park Parking Lot (the "Property")
Revised Plan**

Site Plan of Depot Centre and National Oak Park

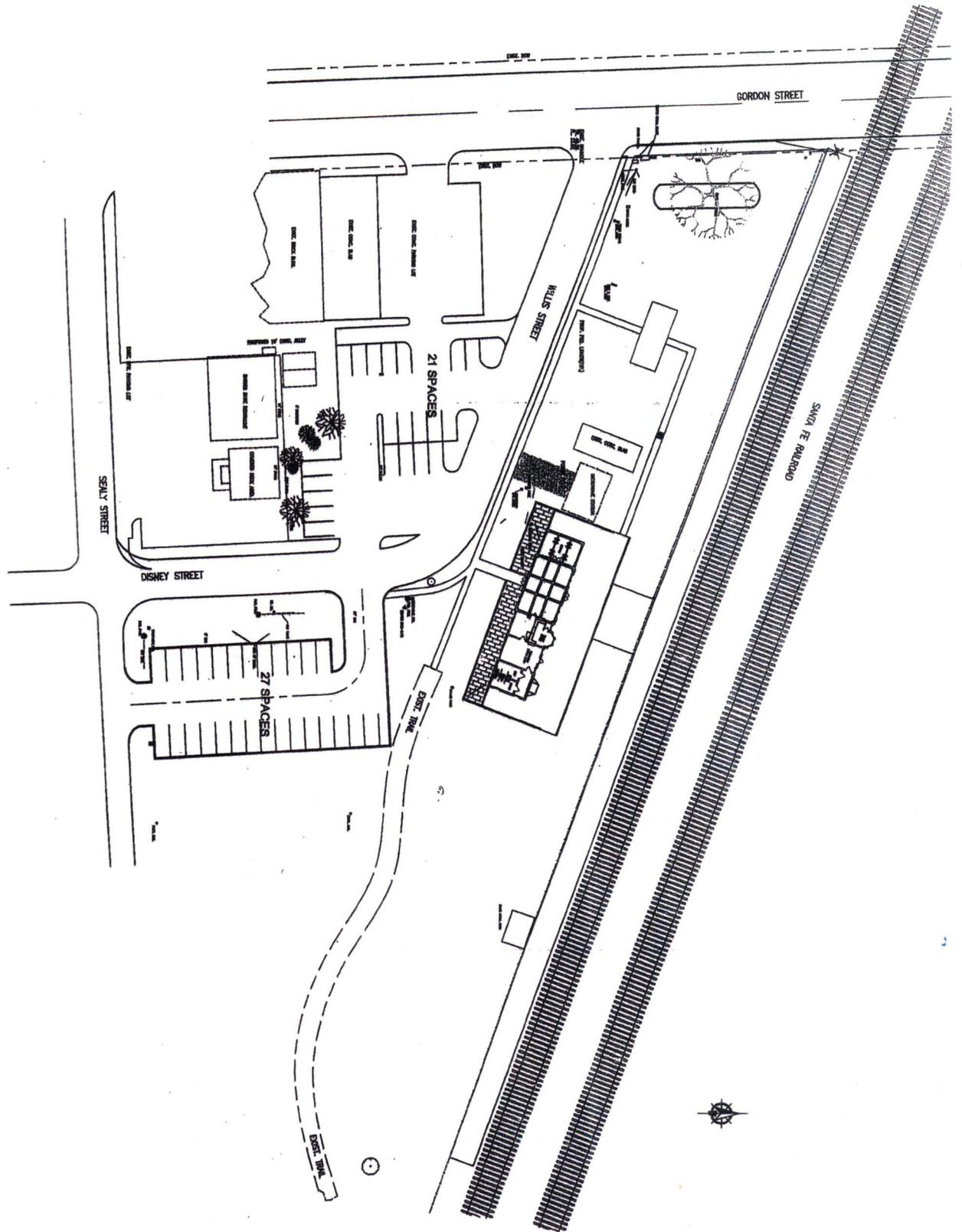


EXHIBIT
B-2

Exhibit "C"

**Pre-Bid Cost Estimates
National Oak Park Parking Lot (north of the Restaurant)**

**PRE-BID COST ESTIMATES
November 15, 2010**

National Oak Park Parking Lot (north of Restaurant)

(Area B on the Plan)

*1. 6" Concrete Pavement	1300 SY	@ \$55.00	Total \$ 71,500.00
*2. 6" Concrete Curb	525 LF	@ \$10.00	Total \$ 5,250.00
*3. Striping	LS	@ \$1,500.00	Total \$ 1,500.00
*4. Excavation	425 CY	@ \$9.00	Total \$ 3,825.00
*5. Mobilization	LS	@ \$1,000.00	Total \$ 1,000.00
*6. Lime Stabilization	1300 SY	@ \$6.50	<u>Total \$ 8,450.00</u>
		Restaurant Owner Subtotal	\$ 91,525.00

7. 18" RCP	200 LF	@ \$35.00	Total \$ 7,000.00
8. Type "A" Inlet 3 Ea.	3 EA	@ \$1,500.00	Total \$ 4,500.00
9. Storm Sewer Manhole	1 EA	@ \$3,000.00	<u>Total \$ 3,000.00</u>
		City's Subtotal	\$ 14,500.00
		TOTAL	\$ 106,025.00
		10% contingency	<u>\$ 10,602.50</u>
		GRAND TOTAL	<u>\$ 116,627.50</u>

* To be paid by Restaurant Owner per Amendment No. 1 to Development Agmt (approx. \$91,525)

EXHIBIT

C

utilized for restaurant and food establishment purposes. The City desires to expand the amenities available to patrons of the Property by extending the licensing and use of the Improvements to adjacent properties owned now or in the future by the Developer that will be utilized for restaurant and food establishment purposes, while precluding the storage of alcoholic beverages (as such term is defined by the Texas Alcoholic Beverage Code) on such Property. For these stated reasons, the Agreement is hereby amended by expanding the scope of the old term “Restaurant” to now include additional property under the new term “Eligible Property,” by deleting and creating a new third paragraph in the “RECITALS,” and by providing a procedure for assignment of the Agreement, by deleting and creating a new “ARTICLE VI ASSIGNMENT”, and by adding a condition for termination of the Agreement by prohibiting the storage of alcoholic beverages at the “Facility”; with all three amendments to provide as follows:

1. First Amendment to the Agreement:

“RECITALS

* * *

To enhance the use of the Property, the City desires to allow the Developer to construct the Lot and Facility (collectively called the “Improvements”) on the Property. The City also desires to encourage the licensing of the Facility located on the Property by Developer for storage and use of a cooler unit, which shall be used to further enhance the old The Barbed Rose Steak and Seafood Co. property or any other adjacent property owned by the Developer, including property being leased from the Developer when the Developer/Lessor of such property has obtained a City Council approved Assignment in accordance with Article VI of this Agreement, and so long as any of the above mentioned property is being utilized as a restaurant and/or food establishment (the “Eligible Property”) and therefore further enhances the amenities available for patrons of the Property.”

2. Second Amendment to the Agreement:

**“ARTICLE VI
ASSIGNMENT**

After consideration and approval by City Council, the Developer (“Assignor”) may assign this Agreement to a lessee (“Assignee”) of property considered an Eligible Property for use of the Improvements, as provided for in the Recitals of this Agreement, and so long as such property is being utilized for restaurant and/or food establishment purposes. If any such assignment of this Agreement is approved by City Council, the Assignee shall enjoy all the rights and obligations of the Developer/Assignor provided for in this Agreement.”

3. Third Amendment to the Agreement:

**“ARTICLE X
LICENSE AGREEMENT**

* * *

7. Developer unlawfully stores any alcoholic beverage at the Facility, in violation of the City’s Park Director Rules and Regulations concerning the use of City Parks, as prescribed by Section 16½ -22 of the City’s Code of Ordinances.”

2.

The amendments to the Agreement affected by this Amendment No. 2 shall not lessen, forgive, or excuse any obligation of any of the parties hereto accruing under the Agreement prior to the execution of this Agreement.

3.

This Amendment shall be governed by, and interpreted and construed according to the laws of the State of Texas. The venue of any action or proceeding relating to this Amendment shall be in Brazoria County, Texas.

4.

This Amendment shall be subject to change or modification only with the written mutual consent of each of the parties hereto.

5.

As modified hereby, the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between the Agreement and this Amendment, this Amendment shall control.

6.

The provisions of this Amendment are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Amendment or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Amendment and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Amendment to other persons or circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in multiple copies, each of which shall be deemed to be an original, as of the Effective Date of this Amendment No. 2 hereof.

THE CITY OF ALVIN, TEXAS

BY: _____
Paul A. Horn, Mayor

ATTEST:

By: _____
Dixie Roberts, City Clerk

The Alvin Restaurant Group, Inc. dba
The Barbed Rose Steakhouse & Seafood Co.

BY: _____
Joseph S. Schneider
("Developer/Assignor")

ATTEST:

BY: _____

Printed Name: _____

STATE OF TEXAS §

COUNTY OF BRAZORIA §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of December, 2014.

Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF BRAZORIA §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of December, 2014.

Notary Public in and for the State of Texas



AGENDA COMMENTARY

Discussion Date:

Approval Date: 12/04/2014

Submitted By: Bobbi J. Kacz

SUBJECT:

Consider Resolution 14-R-45 acknowledging and accepting easements granted to the City of Alvin by BNSF, Campbell Concrete & Materials, L.P., Ernest & Dolia Montemayor, and Juan & Maria San Javier for the TxDOT Bridge Replacement project on Second Street.

DISCUSSION:

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

RECOMMENDATION:

Move to approve Resolution 14-R-45, accepting the easements for the Second Street bridge project.

ATTACHMENTS:

- | | |
|-----------------|----|
| 1. Res. 14-R-45 | 4. |
| 2. Easements | 5. |
| 3. | 6. |

Submitted by:

**Bobbi J
Kacz**

Digitally signed by Bobbi J Kacz
DN: cn=Bobbi J Kacz, o=City of
Alvin, ou=Legal Department,
email=bkacz@cityofalvin.com,
c=US
Date: 2014.11.24 17:51:18
+06'00'

Department Head

Funds Available:

Finance Director

Approved as to Form:

**Bobbi J
Kacz**

Digitally signed by Bobbi J Kacz
DN: cn=Bobbi J Kacz, o=City of
Alvin, ou=Legal Department,
email=bkacz@cityofalvin.com, c=US
Date: 2014.11.24 17:51:32 -0600'

City Attorney

Approved By:

**Junru
Roland**

Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com,
o=City of Alvin, ou=Finance
Department, c=US
Date: 2014.11.25 15:34:52 -0600'

City Manager

RESOLUTION 14-R-45

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ACKNOWLEDGING AND ACCEPTING EASEMENTS GRANTED TO THE CITY OF ALVIN BY BNSF, CAMPBELL CONCRETE, ERNEST & DOLIA MONTEMAYOR AND JUAN & MARIA SAN JUAN FOR THE TxDOT BRIDGE REPLACEMENT PROJECT FOR SECOND STREET

WHEREAS, the City of Alvin, Texas desires to acknowledge and accept said easements, attached hereto as Exhibit "A", granted to the City for the TxDOT Bridge Replacement Project for Second Street by the following property owners:

- a. BNSF - .0957 acre (4,169 square feet) parcel of land, situated in the J. W. Cornett Survey, Abstract 453, Brazoria County, Texas and being out of Block 76 and the R.R. Reservation of the Easton's Addition to the City of Alvin, Brazoria County, Texas according to the plat thereof recorded in Volume 32, page 26 of the Deed Records of Brazoria County, Texas
- b. Campbell Concrete - .02583 acre (11,251 square feet) parcel of land, situated in the J. W. Cornett Survey, Abstract 453, Brazoria County, Texas and being out of Block 76 of the Easton's Addition to the City of Alvin, Brazoria County, Texas according to the plat thereof recorded in Volume 32, page 26 of the Deed Records of Brazoria County, Texas
- c. Montemayor - .1355 acre (5,901 square feet) parcel of land, situated in the J. W. Cornett Survey, Abstract 453, Brazoria County, Texas and being out of Block 75 of the Easton's Addition to the City of Alvin, Brazoria County, Texas according to the plat thereof recorded in Volume 32, page 26 of the Deed Records of Brazoria County, Texas
- d. San Javier - .0889 acre (3,872 square feet) parcel of land, situated in the J. W. Cornett Survey, Abstract 453, Brazoria County, Texas and being out of Block 75 of the Easton's Addition to the City of Alvin, Brazoria County, Texas according to the plat thereof recorded in Volume 32, page 26 of the Deed Records of Brazoria County, Texas

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

Section 1. That the City Council hereby accepts the Easements granted to the City of Alvin, Texas for the purpose of the TxDOT Bridge Replacement Project on Second Street.

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

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

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

ATTEST:

CITY OF ALVIN, TEXAS

By: _____
Dixie Roberts, City Clerk

By: _____
Paul A. Horn, Mayor



AGENDA COMMENTARY

Discussion Date: 12/04/2014

Approval Date: 12/04/2014

Submitted By: Michelle H. Segovia

SUBJECT:

Consider Ordinance 14-Z, an ordinance amending Chapter 5 Buildings, of the Code of Ordinances, City of Alvin, Texas, for the purpose of adding parking space requirements for museums; providing a savings clause; providing an effective date, and setting forth other provisions related thereto.

DISCUSSION:

Currently, Section 5-9 of the City's Code of Ordinance does not have a required parking space category for museums. The absence of a museum category was first noticed by staff during the plan review for the Karpeles Manuscript Museum located at 800 W. Sidnor. After reviewing the parking requirements of other Cities, the museum parking ratio of 10 spaces plus 1 space for every 400 square feet of floor area is being proposed.

RECOMMENDATION:

Move to approve Ordinance 14-Z adding parking space requirements for Museums.

ATTACHMENTS:

- | | |
|--------------|----|
| 1. Ord. 14-Z | 4. |
| 2. | 5. |
| 3. | 6. |

Submitted by:
Michelle Segovia
Department Head

Digitally signed by Michelle Segovia
DN: cn=Michelle Segovia, o=City of Alvin,
ou=Engineering,
email=msegovia@cityofalvin.com, c=US
Date: 2014.11.17 16:21:49 -0600

Funds Available:
Finance Director

Approved as to Form:
Bobbi J Kacz
City Attorney

Digitally signed by Bobbi J Kacz
DN: cn=Bobbi J Kacz, o=City of
Alvin, ou=Legal Department,
email=bkacz@cityofalvin.com, c=US
Date: 2014.11.24 17:31:58 -0600

Approved By:
Junru Roland
City Manager

Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com,
o=City of Alvin, ou=Finance
Department, c=US
Date: 2014.11.25 15:31:03 -0600

ORDINANCE NO. 14-Z

AN ORDINANCE AMENDING CHAPTER 5, BUILDINGS, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF ADDING PARKING SPACE REQUIREMENTS FOR MUSEUMS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE, AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the control of traffic, including parking regulations, is necessary for the health, safety and quality of life of the citizens of the City of Alvin, Texas (herein the “City”);

WHEREAS, the City of Alvin, Texas has the power to regulate parking requirements;

WHEREAS, the City Council finds that the rules, regulations, terms, conditions, provisions and requirements of this ordinance are reasonable and necessary to protect the public’s health, safety and quality of life; **NOW THEREFORE**,

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

Section 1. That all of the above recitals are hereby found to be true and correct and are incorporated into this Ordinance as findings of fact by the City Council of Alvin, Texas.

Section 2. That the Code of Ordinances of the City of Alvin, Texas, is hereby amended by amending Chapter 5, Buildings, as follows:

.....

Sec. 5-9. Off-street parking and loading requirements.

Off-street parking shall be provided on the lot or tract or on an immediately contiguous lot or tract sufficient to provide the following ratio of vehicle spaces for the uses specified in the districts designated:

(1) Parking space schedule:

- (a) Apartment houses or complexes:* One and one-half (1½) spaces for each apartment;
- (b) Bowling alley:* Six (6) spaces for each lane;
- (c) Churches:* One space for each four (4) seats in auditorium or in sanctuary;
- (d) Clinics or doctors' offices:* One space for each two hundred (200) square feet of floor area;

- (e) *Hospitals*: One space for every two (2) beds;
- (f) *Hotel or motel*: One space for each room, unit or guest accommodation;
- (g) *Manufacturing, storage, processing, repairing and warehousing*: One space for each two (2) employees or one space for each one thousand (1,000) square feet of floor area, whichever is the larger;
- (h) *Offices, general*: One space for each four hundred (400) square feet of floor area;
- (i) *Mortuary*: One space for every two (2) persons to be normally accommodated in services;

(j) *Museums*: Ten spaces minimum, plus one space for each four hundred (400) square feet of exhibit floor area. Exception - a former residence that is exhibited as a museum does not require these parking space requirements.

~~(k)~~ (k) *Recreational, private or commercial area building (other than listed)*: One space for every two (2) persons to be normally accommodated in the establishment;

~~(l)~~ (l) *Schools, colleges, or universities*:

Elementary or junior high schools: One space for each classroom, plus one space for each four (4) seats in any auditorium, gymnasium, or other place of assembly;

High school, college or university: One space for each classroom, laboratory or instruction area, plus one space for each three (3) students accommodated in the institution;

~~(m)~~ (m) *Restaurant or cafeteria*: One space for every four (4) seats under maximum seating arrangement;

~~(n)~~ (n) *Retail or personal service*: One space for each two hundred (200) square feet of floor area;

~~(o)~~ (o) *Theatres, meeting rooms and places of public assembly*: One space for every three (3) seats;

~~(p)~~ (p) Any non-listed nonresidential use shall provide off-street parking adequate to accommodate the normal parking demand generated by such use.

....

Section 3. Penalty. A violation of this ordinance is punishable as set out in Chapter 1-5, General Penalty, of the Alvin Code of Ordinances. Prosecution in municipal court is separate from any other remedies provided within this ordinance.

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

Section 5. Savings Clause. All rights and remedies of the City of Alvin, Texas are expressly saved as to any and all violations of the provisions of any ordinances affecting off-street parking and loading requirements within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 6. 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 7. 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 8. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the *Open Meetings Act, Chapt. 551, Tex. Gov't Code*.

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

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

ATTEST:

CITY OF ALVIN, TEXAS:

By: _____
Dixie Roberts, City Clerk

By: _____
Paul A. Horn, Mayor



AGENDA COMMENTARY

Discussion Date: 12/04/2014

Approval Date: 12/04/2014

Submitted By: Dan Kelinske

SUBJECT:

Consider Resolution 14-R-37 approving a Donation Agreement with the Alvin Sunrise Rotary; wherein the Alvin Sunrise Rotary will donate a total value of approximately \$51,000 to the City Parks Department and Council authorizes exclusive usage rights to Briscoe Park by Alvin Sunrise Rotary for one week each year for the Alvin Music Festival & BBQ Cook-Off and Council further authorizes naming the pavilion located at Briscoe Park as the "Alvin Sunrise Rotary Pavilion" for a time certain.

DISCUSSION:

Alvin Sunrise Rotary has submitted a request to make donations totaling \$51,000 of equipment and money over a seven (7) year period in exchange for naming rights to the pavilion at Briscoe Park for 27 years until 2042. Rotary also requests that they be granted exclusive use of Briscoe Park for one week each year for seven (7) years for the Alvin Music Festival & BBQ Cook-Off.

If approved, the name "Alvin Sunrise Rotary Pavilion" will be placed on the Pavilion with Rotary paying for the necessary sign branding.

The City recently completed construction of the pavilion for approx. \$135,000.

RECOMMENDATION:

Move to approve Resolution 14-R-37, approving a Donation Agreement with Alvin Sunrise Rotary and authorize the Mayor to sign the agreement.

ATTACHMENTS:

- | | |
|---|----|
| 1. Resolution 14-R-37 | 4. |
| 2. Donation Agreement | 5. |
| 3. August 4, 2014 Rotary letter request | 6. |

Submitted by:

Daniel Kelinske

Digitally signed by Daniel Kelinske
DN: cn=Daniel Kelinske, o=City of Alvin, ou=Parks and Recreation, email=dkelinske@cityofalvin.com, c=US
Date: 2014.10.09 11:52:30 -0500

Department Head

Funds Available:

Finance Director

Approved as to Form:

Bobbi J Kacz

Digitally signed by Bobbi J Kacz
DN: cn=Bobbi J Kacz, o=City of Alvin, ou=Legal Department, email=bkacz@cityofalvin.com, c=US
Date: 2014.11.25 14:47:44 -0600

City Attorney

Approved By:

Junru Roland

Digitally signed by Junru Roland
DN: cn=Junru Roland, email=jroland@cityofalvin.com, o=City of Alvin, ou=Finance Department, c=US
Date: 2014.11.25 15:32:29 -0600

City Manager

RESOLUTION NO. 14-R-37

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS APPROVING A DONATION AGREEMENT WITH THE ALVIN SUNRISE ROTARY; WHEREIN THE ALVIN SUNRISE ROTARY WILL DONATE A TOTAL VALUE OF APPROXIMATELY \$51,000 TO THE CITY PARKS DEPARTMENT AND COUNCIL AUTHORIZES EXCLUSIVE USAGE RIGHTS TO BRISCOE PARK BY ALVIN SUNRISE ROTARY FOR ONE WEEK EACH YEAR FOR THE ALVIN MUSIC FESTIVAL & BBQ COOK-OFF AND COUNCIL FURTHER AUTHORIZES NAMING THE PAVILION LOCATED AT BRISCOE PARK AS THE “ALVIN SUNRISE ROTARY PAVILION” FOR A TIME CERTAIN.

WHEREAS, Alvin prides itself on community involvement with local organizations, and has such a relationship with the Alvin Sunrise Rotary Club; and

WHEREAS, the Alvin Sunrise Rotary Club (“Rotary”) contacted the City of Alvin and is requesting the City consider a Donation Agreement that provides for a total contribution of \$51,000 of equipment and/or cash donations over the course of seven (7) years for improvements to City parks in exchange for naming rights to the pavilion at Briscoe Park and exclusive usage of Briscoe Park for certain Rotary events as described more fully in the Donation Agreement attached hereto as Exhibit “A”.

WHEREAS, the donations to purchase equipment and/or cash donations will help the City provide additional seating areas and equipment for use by the Parks Department in City parks improving the quality and enjoyment of City parks; and

WHEREAS, the Mayor and City Council, on behalf of the City of Alvin, desire to approve the Donation Agreement and accept the donations and express their sincere appreciation to the Alvin Sunrise Rotary Club for their generous contribution and commitment to improve the Parks of the City of Alvin, **NOW THEREFORE**,

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

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

Section 2. That the City Council approves the Donation Agreement attached hereto as Exhibit “A”, and authorizes the Mayor to sign the Agreement.

Section 3. That the City Council, on behalf of the citizens of the City of Alvin, hereby expresses its appreciation to the Alvin Sunrise Rotary Club, and accepts the generous donations that will total approximately \$51,000 at the end of seven (7) years, to provide much needed money and equipment to furnish the new City of Alvin Parks facilities.

Section 4. That the City Council directs staff to deposit any donated funds received from the Alvin Sunrise Rotary Club into the donation fund for use in accordance with this resolution and consistent with the spirit of the donation.

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

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

ATTEST:

CITY OF ALVIN, TEXAS

By: _____
Dixie Roberts, City Clerk

By: _____
Paul A. Horn, Mayor

August 4, 2014

To: Dan Kelinske
Alvin City Parks Director

From: Alvin Sunrise Rotary Club
Robert Vasquez – Past President
PO Box 42, Alvin, Tx 77512

Subject: Naming Rights to the Pavilion at Briscoe Park

Dan,

Alvin Sunrise Rotary Club would like to gain the naming rights to the Pavilion being built at Briscoe Park. We would call it "Alvin Sunrise Rotary Pavilion" and would install signage to show that similar to the signage at the Rotary Pavilion at Oak Park. The City of Alvin has already paid for this pavilion, constructed, and completed – we would like our Club's name on the pavilion for all to use at Briscoe Park.

Alvin Sunrise Rotary is proposing the following items as our payment for the naming rights:

- Provide at least 12 more plastic, refurbished, picnic tables to be used by the Parks Department similar to those picnic table rebuilt last year. Our cost is over \$ 6,000 to do this.
- Provide 2 each Wobble Spheres to the Parks Department. Our cost is \$ 3,500 or a check in this amount.
- A used field sander for use at all City Parks at a cost to us \$ 6,500 or a check in this amount.

This is a total cost of \$ 16,000 to Alvin Sunrise Rotary for the naming rights.

In addition, we are proposing that for the next Seven (7) Years after this agreement is signed, Alvin Sunrise Rotary will donate (either in kind items or actual dollars) the amount of \$ 5,000 to be donated to the Alvin Parks Department. For this action, we would like to have exclusive usage rights (one week) to Briscoe Park for the Alvin Music Festival & BBQ Cook-off.

In summation, Alvin Sunrise Rotary will be donating over \$ 51,000 over a seven (7) year period to the City of Alvin via the Alvin Parks Department in exchange for the naming rights (Alvin Sunrise Rotary Pavilion) at Briscoe Park and a seven year usage rights for the Alvin Music Festival & BBQ Cook-off.

Sincerely,

Robert Vasquez

Robert Vasquez
Past President – Alvin Sunrise Rotary Club

Michael Hoover

Michael Hoover
President – Alvin Sunrise Rotary Club

**DONATION AGREEMENT
BETWEEN
ALVIN SUNRISE ROTARY CLUB AND
CITY OF ALVIN, TEXAS**

This Donation Agreement (the “Agreement”) is made this ____ day of December (“Effective Date”) by and among the Alvin Sunrise Rotary Club (hereinafter referred to as the “Donor”), and the City of Alvin (hereinafter referred to as the “City”).

Donor and the City agree as follows:

1. Donor Commitment. Donor hereby pledges to the City the initial sum of Sixteen Thousand Dollars (\$16,000.00), designated for the benefit of the City Parks Department to purchase Parks equipment as stated in the letter from Alvin Sunrise Rotary Club (attached as Exhibit “1”), and used exclusively for that purpose. It is also understood and agreed that Donor will submit additional donation funds and/or equipment in the amount of Five Thousand Dollars (\$5,000) per year during the next seven (7) consecutive years totaling the amount of Thirty-Five Thousand Dollars (\$35,000). Donor’s total donation amount is approximately Fifty-One Thousand Dollars (\$51,000).

2. Payment Schedule. It is understood and agreed that Donor shall submit the initial donation of Sixteen Thousand Dollars (\$16,000.00) in full on or before February 1, 2015.

It is further understood and agreed that Donor shall submit the annual \$5,000 donations on or before January 1st, beginning 2016, and continuing each year for seven (7) years with a final payment to be made on or before January 1, 2022.

*The City may invest the donated funds as it shall best determine, pending distribution of same, for the use and purpose by the City of Alvin Parks Department.

3. Naming Rights/Approvals: For the donations listed above, the pavilion located at Briscoe Park shall be named “Alvin Sunrise Rotary Pavilion”, upon mutual acceptance to Donor and the City and approved by Resolution by the City Council. Any and all signage designed for the Briscoe Park Pavilion shall be paid by and at the sole cost of Donor. Additionally, all signage design and location shall be approved by the City of Alvin Parks Director prior to installation.

It is further agreed that during the seven (7) years of annual donations, Donor will have exclusive usage rights for one (1) week during the year to the entire property of Briscoe Park (designated by the current approximate 42 acres) for the Alvin Music Festival and BBQ cook-off, with prior approval of the City of Alvin Parks Director. Such exclusive use shall not interfere with any City parks’ use obligations.

Upon Rotary’s submission of full and final payments, ending on or before January 1, 2022, this Agreement pertaining to the naming rights of the pavilion as “Alvin Sunshine Rotary Pavilion” shall remain in effect for a period of twenty (20) years, ending January 1, 2042. After January 1, 2042, Donor and the City may agree to additional terms for any future naming rights as to be determined by Donor and City Council.

4. Intent. It is the agreement of the parties and the intention and wish of Donor that this donation and any unpaid promised installment under this Agreement shall constitute Donor’s binding obligation and shall be enforceable at law and equity including, without limitation, against Donor and Donor’s personal representatives, and their successors and assigns. Donor acknowledges that the City is relying, and shall continue to rely, on Donor’s gift being fully satisfied as set forth herein.

5. Additional Donations. Donor reserves the right to increase additional gifts and hereby consents to additional contributions to the City subject to the provisions of this Agreement.

6. Future Changed Circumstances. If, in the opinion of the City of Alvin, Texas, all or part of this donation cannot at some time in the future be usefully or practically applied to the above purposes, or if the purpose cannot be achieved because of a future change in law or unforeseeable circumstances, it may be used for any related purpose which in the opinion of the City of Alvin will most nearly accomplish Donor’s wishes.

14. Amendment. By mutual consent of the City and Donor, Donor’s legally or duly appointed agent or attorney-in-fact, or the personal representative of Donor, any provision of this Agreement may be amended, modified, or deleted. Any such changes, deletions or additions shall be recorded in written signed addenda, which shall form part of this Agreement.

15. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the State of Texas. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement.

In witness whereof, the parties to this Agreement have affixed their signatures:

EXECUTED to be effective as of the Effective Date as stated above.

ATTEST:

CITY OF ALVIN

Dixie Roberts, City Secretary

Paul A. Horn, Mayor

ALVIN SUNRISE ROTARY CLUB

Michael Hoover
Title: President

Robert Vasquez
Title: Past President



AGENDA COMMENTARY

Discussion Date: 12/04/2014

Approval Date: 12/04/2014

Submitted By: L. Buehler

SUBJECT:

Consider re-appointment of the directors of the Kendall Lake TIRZ Board and Authority Board even-numbered positions from December 31, 2014 to December 31, 2016. Also Consider appointment of the Chair.

DISCUSSION:

Positions 2 (Armando Cespedes), 4 (Vicki Ennis), 6 (Marjorie Planka), and 8 (Tom Stansel), terms expire December 31, 2014. Staff recommends the current directors be reappointed in their respective terms that would expire December 31, 2016. Mike Pyburn is the current Chair of the TIRZ and Authority Boards.

RECOMMENDATION:

Move to re-appoint positions number 2, 4, 6, and 8 as discussed and appoint Mike Pyburn as Chair.

ATTACHMENTS:

- | | |
|---|----|
| 1. Current Members and Associated Terms | 4. |
| 2. Resolution 14-R-44 | 5. |
| 3. | 6. |

Submitted by:

Larry
Buehler

Digitally signed by Larry Buehler
DN: cn=Larry Buehler, ou=City of Alvin,
ou=Economic Development,
email=lbuehler@cityofalvin.com, c=US
Date: 2014.11.11 15:11:25 -0600

Department Head

Funds Available:

Finance Director

Approved as to Form:

Bobbi J
Kacz

Digitally signed by Bobbi J Kacz
DN: cn=Bobbi J Kacz, ou=City of
Alvin, ou=Legal Department,
email=bkacz@cityofalvin.com, c=US
Date: 2014.11.24 17:25:08 -0600

City Attorney

Approved By:

Junru
Roland

Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com,
ou=City of Alvin, ou=Finance
Department, c=US
Date: 2014.11.25 15:33:29 -0600

City Manager

RESOLUTION NO. 14-R-44

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, CONFIRMING AND RATIFYING THE APPOINTMENT OF MIKE PYBURN AS THE CHAIR THROUGH DECEMBER 31, 2015; AND ARMANDO CESPEDES AS POSITION 2, VICKI ENNIS AS POSITION 4, MARJORIE PLANKA AS POSITION 6, AND TOM STANSEL AS POSITION 8 OF THE BOARD OF DIRECTORS OF REINVESTMENT ZONE NUMBER TWO, CITY OF ALVIN, TEXAS AND THE KENDALL LAKES TIRZ REDEVELOPMENT AUTHORITY BOARD FOR TERMS EXPIRING DECEMBER 31, 2016; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City Council adopted Ordinance No. 03-XXX designating a contiguous area within the City of Alvin as Reinvestment Zone Number Two, City of Alvin, Texas (“Zone No. 2”) under the provisions of Chapter 311 of the Texas Tax Code; and

WHEREAS, Ordinance 03-XXX created a Board of Directors for Zone No. 2 with twelve members, eight of such members, being positions One through Eight, to be nominated and appointed by City Council, and four of such members, being positions Nine through Twelve, to be nominated and appointed by other taxing units levying taxes in Zone No. 2, unless such taxing units have not appointed a director by January 15, 2005, which, in such case, the City Council shall be entitled to nominate and appoint members to positions Nine through Twelve; and

WHEREAS, the City Council hereby confirms and ratifies the duly qualified persons listed below for appointment to the respective positions and for the respective terms described below; and

WHEREAS, the City Council hereby confirms and ratifies the duly qualified person listed in Position One, Mike Pyburn, to serve as Chair of the Board of Directors for the duration listed below; **NOW, THEREFORE,**

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

Section 1. Findings

(a) That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are adopted as part of this Resolution for all purposes.

(b) It is hereby found and declared that all the nominees listed in Section 2 are either (i) qualified voters of the City or (ii) at least 18 years of age and own real property in Zone No. 2.

Section 2. Confirmation and Ratification of Appointment to Board of Directors

That the City Council does hereby confirm and ratify the appointment to the Board of Directors of Reinvestment Zone Number Two, City of Alvin, Texas, the duly qualified persons to the positions and terms as follows:

<u>Name and Address</u>	<u>Position</u>	<u>Term Expires</u>
Mike Pyburn/ Chair 3610 Skyranch Drive Alvin, Texas 77511	One	December 31, 2015
Armando Cespedes 1215 Victory Lane Alvin, Texas 77511	Two	December 31, 2016
Vicki Ennis 802 S. Hill Alvin, Texas 77511	Four	December 31, 2016
Marjorie Planka 2197 Highway 35 Bypass N. Alvin, Texas 77511	Six	December 31, 2016
Tom Stansel 2237 Abingdon Road Alvin, Texas 77511	Eight	December 31, 2016

Section 3. Appointment of Chair of the Board of Directors

That the City Council does hereby confirm and ratify the appointment of Mike Pyburn as the Chair of the Board of Directors of Zone No. 2, and shall serve in such position until December 31, 2015 or until a successor is appointed and qualified.

Section 4. Open Meetings Act. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, *Chapter 551, Texas Government Code*.

This Resolution shall be effective on the date of passage in accordance with the Alvin City Charter.

AND, IT IS SO RESOLVED.

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

ATTEST:

CITY OF ALVIN, TEXAS

By: _____
TDixie Roberts. City Clerk

By: _____
Paul Horn, Mayor

Kendall Lakes / Alvin TIRZ 2 Redevelopment Authority
as of January 31, 2012

Nominator	Director	Appointed	Term Expires
Mayor	POSITION # 1 (Term: 2 Year) Mike Pyburn (Chair Term: 1 year) 3610 Skyranch Drive Alvin, Texas 77511 (W) 281-489-9355 (H) 281-331-5665 (M) 281-682-8162 jimpburn1@aol.com	Chair 12/5/2013	12/31/2015 12/31/2015
District C	POSITION # 2 (Term: 2 Year) Armando Cespedes 1215 Victory Ln. Alvin, Texas 77511 (W) 281-388-1900 (F) 281-388-2194 (M) 832-385-5544 acfindshomes@yahoo.com	Asst Secy 12/15/2011	12/31/2014
District A	POSITION # 3 (Term: 2 Year) Keith Thompson 3725 Mustang Road Alvin, Texas 77511 (H) 281-585-5748 (W) 713-645-0587 (F) 713-645-0587 (M) 713-899-1478 keiththompson@hotmail.com	12/5/2013	12/31/2015
District B	POSITION # 4		

Nominator	Director	Appointed	Term Expires
	(Term: 2 Year) Vicki Ennis 802 S Hill Alvin, Texas 77511 (H) 281-585-4660 (W) 979-849-9553 (F) (M) vrennis@att.net	1/19/2012	12/31/2014
At Large 1	POSITION # 5 (Term: 2 Year) Andy Reyes 390 E. Adoue St. Alvin, Texas 77511 (W) 281-388-1900 (H) 281-331-9248 (M) 281-703-4473 areyes9468@yahoo.com	Vice-Chair 12/5/2013	12/31/2015
District D	POSITION # 6 (Term: 2 Year) Marjorie Planka 2197 Highway 35 Bypass North Alvin, Texas 77511 (H) 281-388-2425 (W) 281-388-1900 (F) 281-388-2193 (M) 713-818-7133 plankasold@yahoo.com	1/19/2012	12/31/2014
District E	POSITION # 7		

Kendall Lakes / Alvin TIRZ 2 Redevelopment Authority
as of January 31, 2012

Nominator	Director	Appointed	Term Expires
	(Term: 2 Year) Ron Mercer 1517 Highland Dr. Alvin, Texas 77511 (H) 281-331-0017 (M) 281-814-4823 grmerc@swbell.net	12/5/2013	12/31/2015
At Large 2	POSITION # 8 (Term: 2 Year) Tom Stansel 2237 Abingdon Road Alvin, Texas 77511 (W) 281-282-4279 (H) 281-331-9681 (M) 713-247-9356 tstansel@oplink.net	12/15/2010	12/31/2014
	Secretary		
Developer	POSITION # 9 (Term: 2 Year) Ricky Kubeczka 721 Clark Street Alvin, Texas 77511 (W) 713-828-9477 (H) 281-331-8897 (M) 713-828-9477 rnkubeczka@aol.com	12/5/2013	12/31/2015



AGENDA COMMENTARY

Discussion Date: 12/04/2014

Approval Date: 12/04/2014

Submitted By: Dixie Roberts

SUBJECT:

Consider appointments to citizen Boards, Committees and Commissions.

DISCUSSION:

The terms expiring on citizen Boards, Committees, and Commissions expire on December 31, 2014.

Planning Commission: (3 seats, 3-year term); All current members wish to re-serve.

Parks and Recreation Board: (4 seats, for 2-year term); All members wish to re-serve.

Senior Citizens Board: (4 seats, 2-year term); All members except Ms. Soila Solis submitted applications to re-serve.

Library Board: (2 seats, 2-year term); Ms. Hartney wishes to re-serve, Ms. Zavala does not wish to continue service.

Building Board of Adjustment and Appeals: (3 seats, 4-year term); Mr. Garza and Ms. Stuksa wish to re-serve. Mr. Ives does not wish to continue service.

RECOMMENDATION:

Move to appoint the citizens nominated by Council or appointed by the Mayor to the specific Boards, Committees, and Commissions.

ATTACHMENTS:

- | | |
|--------------------------|----|
| 1. Applicant Information | 4. |
| 2. Memo from City Clerk | 5. |
| 3. | 6. |

Submitted by:

Dixie
Roberts

Digitally signed by Dixie Roberts
DN: cn=Dixie Roberts, o=City of
Alvin, ou=City Clerk,
email=droberts@cityofalvin.com,
c=US
Date: 2014.11.19 14:49:58
-06'00'

Department Head

Funds Available:

Finance Director

Approved as to Form:

Bobbi J
Kacz

Digitally signed by Bobbi J Kacz
DN: cn=Bobbi J Kacz, o=City of
Alvin, ou=Legal Department,
email=bkacz@cityofalvin.com, c=US
Date: 2014.11.24 17:21:51 -0600

City Attorney

Approved By:

Junru
Roland

Digitally signed by Junru Roland
DN: cn=Junru Roland,
email=jroland@cityofalvin.com,
o=City of Alvin, ou=Finance
Department, c=US
Date: 2014.11.25 15:29:01 -0600

City Manager



CITY OF ALVIN

216 West Sealy Street • Alvin, Texas 77511 • (281) 388-4255 • FAX (281) 388-4294

Office of the City Clerk

TO: The Honorable Mayor and City Council
FROM: Dixie Roberts, City Clerk
DATE: November 25, 2014
SUBJECT: Boards and Commissions Appointments

All board or commission members whose term expires in December, 2014 were mailed letters of notification along with the Willingness to Serve Form. I asked them to fill out the form and return it to my office if interested in re-serving on their current board or commission. Most of our volunteers do wish to re-serve on their board or commission. I tried to solicit new volunteers by advertising twice in the Alvin Sun and posting information to our website. We did not receive much interest overall. However, we did receive feedback from two (2) citizens expressing their interest to serve. There are a few applicants who applied this summer that were not chosen in July when Council filled several vacancies.

Listed below you will find overviews for each board/commission and information pertaining to the seats that are available for each.

Planning Commission

The council shall appoint a city Planning Commission, consisting of **not less than five (5) nor more than fifteen (15)** members who shall be residents of the city; members shall be appointed for a **three-year (3) term**.

Members whose term expires December 31, 2014:

- Darrell Daily
- Robin Revak-Golden
- Martin Vela

There are 3 seats available (3-year term); all current members wish to re-serve.

Parks and Recreation Board

Shall be composed of **seven (7) persons** who are resident, qualified voters of the City of Alvin and who have resided within the City of Alvin for a period of not less than six (6) months immediately preceding their appointment. Members of the Parks and Recreation Board shall be such persons who are known to be interested in leisure time of the people of the city. The members of the Parks and Recreation Board shall be appointed by the City Council and each shall hold office for a **term of two (2) years** or until his/her successor has been duly elected.

Members whose term expires December 31, 2014:

- Shala Rios

- Terrie Beasley
- David Ives
- Jeannette Stuksa

There are 4 seats available (2-year term); all current members wish to re-serve.

Senior Citizens Board

Senior Citizens Board to be comprised of **seven (7) members**. Members of the board shall be appointed by the mayor subject to the approval of the council by a majority vote; Senior Citizens Board shall be appointed for a term of **two (2) years**.

Members whose term expires December 31, 2014:

- Barbara Biggers
- Soila Solis
- Nell Shimek
- Beverly Kimbrough

There are 4 seats available (2-year term); **all current members** wish to **re-serve** with the **exception** of **Soila Solis** (she did not return the Willingness and Consent form). Ms. Becky Clapsaddle came into my office inquiring about serving on a board or commission. She turned in her consent form indicating her interest in serving on the Senior Citizens Board (her information is listed in the spreadsheet). She indicated her interest in serving wherever needed. I recommend her placement onto this board.

Library Board

The board shall consist of **seven (7) members**. The members of the board shall be citizens of the State of Texas. At least five (5) members must reside within the corporate limits of the city and shall have resided within the corporate limits of the city for at least one year preceding their appointment. Two (2) members may be appointed from the Alvin area in Brazoria County, provided that such members have resided within such area for at least one year preceding their appointment. All members of the board shall be appointed by the City Council. The members of the board shall be appointed for a term of **three (3) years**.

Members whose term expires December 31, 2014:

- Nancy Hartney
- Judy Zavalla
- Open Seat

There are 3 seats available (2-year term); Ms. Hartney wishes to re-serve. Ms. Zavalla does not wish to continue her service. There is also a vacant position on this board. Ms. Pam Lewis turned in a *Willingness to Serve Form*; expressing her interest in serving on the Library Board (her information is listed in the spreadsheet). I recommend her placement onto this board.

Building Board of Adjustment and Appeals

Chapter 4 of the Code of Ordinances provides for a Building Board of Adjustment and Appeals. The board of appeals shall consist of a minimum of three members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not

employees of the jurisdiction. The *code official* shall be an ex-officio member but shall have no vote on any matter before the board. The board shall be appointed by the chief appointing authority, and shall serve staggered and overlapping terms. Term length is not stipulated. In the past they served 4-year terms. There are 3 seats available (2-year term); Mr. Garza and Ms. Stuksa wish to re-serve. Mr. Ives does not wish to continue his service.

Possible Motion for Consideration

Motion to appoint Darrell Daily, Robin Revak-Golden and Martin Vela to serve a 3-year term on the Planning Commission; Shala Rios, Terrie Beasley and David Ives to serve a 2-year term on the Parks & Recreation Board; Barbara Biggers, Nell Shimek, Beverly Kimbrough and Becky Clapsdale to serve a 2-year term on the Senior Citizens Board; Nancy Hartney and Pam Lewis to serve a 2-year term on the Alvin Public Library Board; Santos Garza and Jeannette Stuksa to serve a 2- year term on the Building Board of Adjustments.

CITY OF ALVIN
Board/Commission Re-Serve Applicant Information 11/25/14

First Name	Last Name	Employment	Occupation	Resident of Alvin	Board to Re-Serve	Past Boards Served on	Notes Provided on Consent and Willingness to Serve Form
Darrell	Dailey	Harris County	Network Engineer	5 years	Planning	Planning	Mr. Dailey was appointed in July to fill an unexpired term ending December of 2014. He wishes to continue service. Alvin is a beautiful city, I would like to be part of the future planning.
Robin	Revak-Golden	Calpine Corp.	IS Analyst I	25 years	Planning	Planning	Ms. Revak-Golden was appointed in July of 2014 to fill an unexpired term ending December of 2014. She wishes to continue service. Concerned resident and parent.
Martin	Vela	Brazoria County	Fire Marshal	12 years	Planning	Planning	Current Chairman of Commission. Interested in moving the city forward in the planning and development process of the city as it grows both in residential and commercial.
Barbara	Biggers	Retired		50+ years	Seniors	Seniors	I have served on the board since it was formed and wish to continue my service.
Beverly	Kimbrough	Retired		20 years	Seniors	Seniors	I have been on the board of directors for 10 years and enjoy it very much. I'm also a volunteer at the center and would like to continue my service.
Nell	Shimek	Retired		37 years	Seniors	Seniors	I have served on this board for 5+ years and am interested in seeing the Center grow and move forward positively.
Terrie	Beasley	UTMB	Senior Acquisition Specialist	22 years	Parks	Parks	Member of current board since 2008. I enjoy volunteering, developing and enhancing parks. (Dog park, ADA playgrounds, hike/bike trail and city pool).
David	Ives				Parks	Parks	
Shala	Rios	Dr. James R. Smith	Medical Billing	47 years	Parks	Parks	I have been a member of the Parks Board since 2008. Planning of the skate park, dog park, park improvement projects, volunteered with various Parks Dept. functions. Volunteer at Alvin Senior Center.
Jeannette	Stuksa	Retired		72 years	Parks Bd. Adjust.	Parks Bd of Adjust.	Would like to continue service to both the Parks Board and the Board of Adjustments and Appeals.
Nancy	Hartney	First National Bank of Alvin	Auditor/Compliance	1 year	Library		Accounting chair for Relay for Life for Alvin/Manvel 2014 and team captain for 2013/14.
Jeannette	Stuksa	Retired	Retired	72 years	Bd Adjust.		Accounting chair for Relay for Life for Alvin/Manvel 2014 and team captain for 2013/14.

Board/Commission New Applicant Information 11/25/14

First Name	Last Name	Employment	Occupation	Resident of Alvin	Board to Serve	Past Boards Served on	Notes Provided on Consent and Willingness to Serve Form
Eugene	Bauer	Federal Auditor	NASA	15 years	Board of Ethics		Applied 6/26/14 - was not appointed in July. Overall I would like to ensure the city has employees follow ethics and comply with appropriate laws, ordinances, regulations and procedures.

First Name	Last Name	Employment	Occupation	Resident of Alvin	Board to Serve	Past Boards Served on	Notes Provided on Consent and Willingness to Serve Form
Armando	Cespedes III	Realtor	Self-Emp.	8 years	Planning		<i>Applied 6/23/14 - was not appointed in July. Previously served on TIRZ, Planning, Impact fee.</i>
Becky	Clapsaddle	American Red Cross	Volunteer	5 months	Parks Seniors Library		<i>Applied 11/18/14. Will serve where needed. Master of Public Administration, Board member of Greener Pastures Services, Served in the Peace Corps in Agribusiness & Community Development. I am currently a member/volunteer in the Red Cross leading the Home Fire Preparedness Campaign and am training to become a CERT volunteer with the city of Alvin and or Brazoria County.</i>
Pam	Lewis	Retired		50+ years	Library	Animal Advisory	<i>Applied 10/28/14. Alvin has a fantastic library with a wonderful staff. I have enjoyed our library and I wish to see a continued growth. I currently volunteer for the Alvin Animal Adoption Center and I love the shelter and the animals - always have.</i>
Marilyn	Thomas	Retired		65 years	Seniors		<i>Applied 6/17/14 - was not appointed in July. I am interested in helping Alvin Seniors at the Senior Center; we need to honor the Veterans and those who have died for us. We need to honor special holidays too. Substitute teacher for Alvin Primary for 25 years. Volunteers for Meals on Wheels. I am a substitute teacher for the "Aces" at the Senior Center. I joined the "Daytimer" group too! What a blessing my life has been.</i>

Planning Commission members whose term expires Dec. 2014:

Darrell Dailey, Robin Revak-Golden, Martin Vela,
All members wish to re-serve on the Planning Commission.

Parks Board members whose term expires Dec. 2014:

Terrie Beasley, David Ives, Shala Rios, Jeannette Stuksa.
All members wish to re-serve on the Parks Board.

Library Board members whose term expires Dec. 2014:

Nancy Hartney, ~~Judy Zavalla~~
Judy Zavalla does not wish to re-serve - 1 vacancy.

Senior Citizen's Commission members whose term expires Dec. 2014:

Barbara Biggers, Nell Shimek, Beverly Kimbrough, ~~Soila Solis~~.
Soila Solis does not wish to re-serve. - 1 vacancy.

Bldg. Board of Adjustments/Appeals members whose term expires Dec. 2014:

Santos Garza, ~~David Ives~~, Jeannette Stuksa
David Ives does not wish to re-serve - 1 vacancy.

New Applicants:

Eugene Bauer	Pam Lewis
Armando Cespedes III	Marilyn Thomas
Becky Clapsdalle	