

City of Alvin, Texas

Paul Horn, Mayor

Gabe Adame, Mayor Pro-tem, District E
Brad Richards, At Large Position 1
Chris Sanger, At Large Position 2
Scott Reed, District A



Adam Arendell, District B
Keith Thompson, District C
Glenn Starkey, District D

ALVIN CITY COUNCIL AGENDA THURSDAY, SEPTEMBER 1, 2016 7:00 P.M. (Council Chambers)

Alvin City Hall, 216 West Sealy, Alvin, Texas 77511

Persons with disabilities who plan to attend this meeting that will require special services please contact the City Clerk's Office at 281-388-4255 or droberts@cityofalvin.com 48 hours prior to the meeting time. City Hall is wheel chair accessible and a sloped curb entry is available at the east and west entrances to City Hall.

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Alvin, Texas, to include a Public Hearing and Executive Session to be held on **Thursday, September 1, 2016** at 7:00 p.m. in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

REGULAR MEETING AGENDA

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE**
3. **PUBLIC COMMENT**
4. **PRESENTATIONS**
 - A. Presentation of results of the Neighborhood Outreach Program from the Alvin 2035 Comprehensive Plan Implementation Action Plan.
5. **PUBLIC HEARING**
 - A. Public Hearing to receive comment on the proposed tax rate of \$0.7980 per \$100 of valuation for Fiscal Year 2016-2017 (2016 tax year).
 - B. Announce that the City Council is scheduled to vote on the proposed tax rate ordinance at the regular City Council meeting on Thursday, September 15, 2016 at 7:00 p.m.
6. **CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION:** An item(s) may be removed from the Consent Agenda for full discussion by the request of a member of Council. Item(s) removed will automatically become the first item up for discussion under Other Business.
 - A. Approve minutes of the August 18, 2016 City Council meeting.
 - B. Consider a final plat of One Tire or More, being a 5.0 acre tract of land (8192 County Road 128) being all of Lot 6, of Hastings West Section Two, as recorded in volume 18, pages 375-376, plat records, Brazoria County, Texas.
 - C. Consider a final plat of Morgan Falls Estate, being a 7.19 acre tract of land (2300 Koster Road) being the same land as recorded in document number 2003053423, official records

of real property, Brazoria County, Texas, being out of Lot 7 of the E. J. Biering Subdivision as recorded in Volume 19, Page 147, deed records, Brazoria County, Texas, situated in the H.T.& B. R.R. Company Survey, Section 13, Abstract 225, Brazoria County, Texas.

- D. Consider annual windstorm renewal from Victor O. Schinnerer & Company, Inc. in an amount not to exceed \$150,879 for the City's windstorm and hail coverage for FY17; and authorize the City Manager to sign the Proposal Acceptance Form.
- E. Consider Ordinance 16-T; repealing Ordinance No. 06-III, whereby the City Council adopted the Economic Development Policy for the City of Alvin, Texas; and repealing Ordinance Nos. 11-CCC and 13-Y; whereby the City Council re-adopted the Economic Development Policy of the City of Alvin, Texas.
- F. Consider Resolution 16-R-23; adopting the Economic Development Policy for the City of Alvin; including criteria and guidelines governing tax abatement, tax increment reinvestment zones and additional economic incentives within the City; and setting forth related matters thereto.
- G. Consider a request from Belleau Wood Homes, on behalf of the Operation Finally Home Program to waive the building permitting fees for the construction of a home at 1995 Brentwood Drive.

7. OTHER BUSINESS:

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

- A. Consider Resolution 16-R-22; accepting the donation of six (6) Automated External Defibrillators (AED's) from Firehouse Subs Public Safety Foundation to Alvin Police Department for use in their patrol units.
- B. Consider Resolution 16-R-20; authorizing Alvin Independent School District's Alvin High School mascot logo and Alvin Community College logo to be placed on the Dyche Lane Elevated Water Storage Tank.
- C. Consider a variance request for the property owner at 1009 W. Willis Street to waive the building setback requirement of Chapter 21, Section 37 (a) of the Code of Ordinances.
- D. Reconsider the Mustang Road Improvement Project with Mar-Con Services, LLC, to include the alternate bid item of a sidewalk on the west side of Mustang Road.
- E. Consider a License Agreement for Exclusive Use of City Property between the City of Alvin and the Alvin Noon Lions for the Steak of the Arts Festival to be held at National Oak Park on September 17, 2016; and authorize the City Manager to sign.
- F. Consider Addendum No. 13 to the Contract for Refuse Collection and Disposal Services between the City of Alvin and Waste Connections of Texas (formerly Progressive Waste Solutions) to adjust rates paid to Waste Connections of Texas due to the decrease in the revised Consumer Price Index Rate for All Urban Consumers (CPI-U) for the Houston-Galveston-Brazoria, TX area and fuel cost adjustments pursuant to the agreement; and authorize the Mayor to sign.

- G. Consider Ordinance 16-V; amending Chapter 28, Comprehensive Fee Ordinance for the purpose of revising certain water and sewer fees for residential and commercial customers due to the annual consumer price index rate for all urban consumers (CPI-U) for the Houston-Galveston-Brazoria, Texas area; providing for a ten percent (10%) penalty for late payment; providing for an effective date of October 2016 billing cycles; and setting forth other provisions related thereto.
- H. Consider Ordinance 16-W; amending Chapter 28, Comprehensive Fee Ordinance for the purpose of revising certain solid waste collection and disposal fees for residential, commercial and roll-off containers due to the annual consumer price index rate for all urban consumers (CPI-U) for the Houston-Galveston-Brazoria, Texas area; providing for a ten percent (10%) penalty for late payment; providing for an effective date of October 2016 billing cycles; and setting forth other provisions related thereto.
- I. Consider casting ballot for the Texas Municipal League Intergovernmental Employee Risk Pool (TMLIRP) Board of Trustees (Places 6-9).

8. REPORTS FROM CITY MANAGER

- A. Review preliminary list of items for next Council meeting.
- B. Items of Community Interest.

9. 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.

10. EXECUTIVE SESSION

The City Council will convene into a Closed Executive Meeting in accordance with the Texas Government Code, pursuant to the authority contained in:

- A. Section 551.071(2) Attorney consultation to receive attorney advice and counsel in connection with the city's legal rights, duties, privileges, and obligations related to the ongoing negotiations of a Collective Bargaining Agreement.
- B. Section 551.074 Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing.
 - 1. Appointment of the Presiding Judge of Municipal Court.

11. RECONVENE TO OPEN SESSION

- A. Consider and take appropriate action, if any, to approve a Collective Bargaining Labor Agreement between the City of Alvin, Texas and the Alvin Police Officer's Association (APOA), and authorize the Mayor to sign.
- B. Consider Resolution No. 16-R-19; approving the appointment of the Municipal Court Judge; and authorize the Mayor to sign the Memorandum of Understanding.

12. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code on MONDAY, AUGUST 29, 2016 at 4:00 P.M.





Dixie Roberts, City Clerk

Removal Date: _____

**** 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).**

**MINUTES
CHARTER REVIEW COMMISSION
MONDAY JULY 18, 2016
6:00 P.M.**

**CITY OF ALVIN, TEXAS
216 W. SEALY STREET**

Dixie Roberts, City Clerk administered the Oath of Office to commission members.

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the Charter Review Commission of the City of Alvin, Texas, met in regular session at 6:00 P.M. in the Downstairs Conference Room at City Hall, with the following members present: Chad Gormly, Chairman; Jimmy Kitchens Vice Chairman; Martin Vela, Secretary; Santos Garza, Marisol Jimenez Rios, Brenda Smith and Kerry Ulm.

Staff members present: Bobbi Kacz, City Attorney; David Olson, Olson and Olson LLP.

SELECTION OF CHAIR, VICE CHAIR AND SECRETARY

Chad Gormly was appointed to serve as chairman, Santos Garza was appointed to serve as Vice Chair and Martin Vela was appointed to serve as Secretary.

PETITIONS AND REQUEST FROM PUBLIC

There were no petitions from the public.

REVIEW DUTIES OF THE COMMISSION

Ms. Kacz and Mr. Olson reviewed the duties of the commission and explained the basics of a Home Rule City governed by a charter. Ms. Kacz stated that the charter report should be submitted to City Council by mid-December, 2016 with a target date of December 15, 2016 at the regularly scheduled Council meeting. Suggested changes to the Charter will go before a vote of the people in May 2017. Mr. Olson encouraged members to review the Charter before the next meeting and bring back any suggested changes for discussion. Legal counsel will review the document to ensure that the document is within the scope of the current law.

REVIEW AND DISCUSS PROPOSED AMENDMENTS TO THE CHARTER DOCUMENT SUBMITTED BY MEMBERS OF STAFF

Members of the Charter Review Commission will review and submit any suggested changes at the next meeting.

REVIEW AND DISCUSS PROPOSED AMENDMENTS TO THE CHARTER DOCUMENT BY MEMBERS OF THE CHARTER REVIEW COMMISSION

Members of the Charter Review Commission will review and submit any suggested changes at the next meeting.

SET DATE AND TIME OF FUTURE MEETINGS

The commission will tentatively meet the third Monday of every month unless additional meetings are needed. Next meeting will be held on Monday August 15, 2016 at 6:00 p.m.

ADJOURNMENT

Chairman Gormly adjourned the meeting at 6:43 p.m.

**MINUTES
CITY OF ALVIN, TEXAS
CITY PLANNING COMMISSION
July 19, 2016**

BE IT REMEMBERED, that on the above date, the Planning Commission met in the First Floor Conference Room, at Public Services Facility, 1100 West Highway 6, Alvin, Texas, at 6:00 P.M. with the following members present, Darrell Dailey, Chair; Chris Hartman, Vice Chair; Missy Jordan, Secretary; Santos Garza; Charles Buckelew; Martin Vela and Robin Revak-Golden. Also present were staff members Sereniah Breland, City Manager; Shana Church, Administrative Assistant; and Michelle Segovia, City Engineer. Absent were Randy Reed and Sussie Sutton.

1. Call To Order.

Call to order at 6:00 P.M.

2. Petition and Requests from the Public.

There were no petitions or requests from the public.

3. Approve the Minutes of the Planning Commission meeting of June 21, 2016.

Commission Member Santos Garza motioned to approve the minutes of the regular Planning Commission meeting of June 21, 2016. Seconded by Charles Buckelew, the motion carried on a vote of 4 ayes and 0 nays. Members Darrell Dailey and Missy Jordan abstained from the vote since they did not attend the June meeting. Member Martin Vela arrived after the minutes were approved.

4. Consider a Final Plat of Roy Estates, being a 2.75 acre (2570 County Road 357) tract of land located in the I. & G.N.R.R. Company Survey, Section 25, Abstract 620 in Brazoria County, Texas. City Engineer recommends final plat for discussion and approval. Commission Member Garza motioned to recommend for approval to City Council. Seconded by Member Buckelew, the motion carried on a vote of 6 ayes and 0 nays.

5. Consider a Final Plat of Freedom Subdivision, being a 4.42 acre (1401 S. Gordon Street) tract of land out of Lot 7, Block D, of the subdivision of the H.T. & B.R.R. Company Survey, Section 14, Abstract 449, Brazoria County, Texas. City Engineer recommends final plat for discussion and approval. Commission Member Buckelew motioned to recommend for approval to City Council. Seconded by Member Vela, the motion carried on a vote of 6 ayes and 0 nays.

6. Quarterly update on the implementation of the Comprehensive Plan by the City Manager. City Manager Breland presented an update on the implementation of the City of Alvin Comprehensive Plan.

7. Discuss and consider amendments to Chapter 35 Corridor Land Use of the City of Alvin Code of Ordinances (tabled from the June 21, 2016 meeting). Commission

Member Vela motioned to approve the amendments to Chapter 35 Corridor Land Use of the City of Alvin Code of Ordinances. Seconded by Member Garza, the motion carried on a vote of 6 ayes and 0 nays.

8. Reports or requests from Commission Members.

Charles Buckelew mentioned someone has shredded trees and brush into the bayou behind the motel area along Bypass 35. Michelle Segovia stated Code Enforcement will be notified. Chris Hartman mentioned he noticed three for sale signs at 1900 Rosharon Road. Michelle Segovia gave an update on the Rosharon Road property. Santos Garza mentioned the church property formally known as The Rock has taken care of most of the high grass in all but one area (fenced area, to the east behind a house facing Adoue). Michelle Segovia stated Code Enforcement will be notified. Darrell Dailey asked if there were any updates on the Highway 6 median project. Michelle Segovia stated she spoke to Michelle Milliard, TXDOT area Engineer, and they are about 2 months away from a notice to proceed. She will send the plans for 288 and Alvin area to the board via email.

9. Staff report and update.

Michelle Segovia, City Engineer stated sidewalks are on the Council Agenda for this Thursday.

10. Items for the next meeting.

Michelle Segovia, City Engineer stated there will be a variance request to a sidewalk for a new home built on South Street.

11. Adjournment.

Commission Member Charles Buckelew motioned to adjourn the meeting, seconded by Member Martin Vela. The motion carried on a vote of 6 ayes. The meeting ended at 7:05 p.m.



AGENDA COMMENTARY

Meeting Date: 9/1/2016

Department: Economic Development **Contact:** Larry Buehler, Director of Economic Develop.

Agenda Item: Presentation of results of the Neighborhood Outreach Program from the Alvin 2035 Comprehensive Plan Implementation Action Plan.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: The Neighborhood Outreach Program project scope was to pursue multiple ways to maintain communication links to neighborhood leaders and representatives and was identified during the process of the 2035 Comp Plan adopted by City Council. The goal was for residents of neighborhoods to have a better understanding of the City's efforts to maintain quality infrastructure and community development by being better informed of the City's activity.

Team members were City Clerk, Dixie Roberts; Assistant to City Manager, Mary Dearing; Development Coordinator, Kristine Schaffner; Vicki Ennis, resident and former Comprehensive Plan Advisory Member.

On May 4th, a listening session held with community interested citizens and we asked three questions:

1. How can we help build better trust between city government and the residents? Statements shared included it really meant a lot when city staff showed up, better accessibility through a friendlier web site, and provide citizens with more of what's going on in the city. Better cohesiveness, meaning know exactly who to direct the citizen to for help.
2. What information would you like to receive from the city? (Informative, Positive, Urgent, Etc.) Answers included emergency information, information regarding infrastructure to include street closures, bridge closures etc., more information on development activity, but would like the ability to opt out of some information that might not interest a citizen.
3. How do you want to communicate this information to the citizens that you believe will be most efficient? Some would like to see a Frequently Asked Question (FAQ) section on city website, better quality, more information, to be user friendly, provide some general communication in Spanish on the website, allow for easier process of the electronic water bill that includes a hyperlink on the actual bill. The Alvin Community College radio station was also mentioned as a communication source.

Accomplishments and Next Steps

- Rolled out the new city web site. There is a link to see it in Spanish. Much more user friendly with direct buttons to Parks and Recreation, Online Payments, Public Notices, Calendar of Events, News and Announcements, and drop down menus.

- Working with our local newspaper to better inform the citizens on city related activity. This includes our public information officer, Dixie Roberts coordinating closer with the reporters to be able to follow up on initial stories.
- Social Media – Coordinating with department heads to better centralize information on all forms of social media to include Facebook.
- Exploring the idea of city staff scheduling an event to be available to engage with the public in one setting, possibly including the Mayor and Council.
- Exploring the creation of short videos of staff sharing public service announcements such as hurricane awareness.
- Look at ways staff can be more in the public like attending civic club events, homeowner association meetings, chamber related events.

Funding Expected: Revenue ___ Expenditure ___ N/A **Budgeted Item:** Yes ___ No ___ N/A

Account Number: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No ___

Legal Review Required: N/A Required ___ **Date Completed:** _____

Supporting documents attached:

- N/A

Recommendation: Presentation only.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

Alvin 2035 Comprehensive Plan

Neighborhood Outreach Program

September 1, 2016



Scope, Goal, Project Team

- Scope – Pursue multiple ways to maintain communication links to neighborhood leaders and representatives
- Goal - For residents of neighborhoods to have a better understanding of the City's efforts to maintain quality infrastructure and community development by being better informed of the City's activity
- Project Team: Vicki Ennis, Dixie Roberts, Mary Dearing, Kristine Schaffner



Data Gathering

May 4th Listening Session – Three Questions

1. How can we help build better trust between city government and the residents?
2. What information would you like to receive from the city?
3. How do you want to communicate this information to the citizens that you believe will be most efficient?



Accomplishments, Next Steps

- Rolled Out New City Web Site www.alvin-tx.gov
- Local Press – Public Information Officer
- Social Media – Facebook, Twitter, Instagram
- Public Relation Events - City Staff
 - HOA Meetings, Civic Clubs, Chamber Events
- Short Videos from Staff
- Public Service Announcements



Alvin 2035 Comprehensive Plan



Thank You!





AGENDA COMMENTARY

Meeting Date: 9/1/2016

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of One Tire or More, being a 5.0 acre tract of land (8192 County Road 128) being all of Lot 6, of Hastings West Section Two, as recorded in volume 18, pages 375-376, plat records, Brazoria County, Texas.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: On August 1, 2016 the Engineering Department received the final plat of One Tire or More for review. The property is located at 8192 County Road 128 in the City of Alvin Extraterritorial Jurisdiction (ETJ) and is being platted in order for the owner of the property to sell Lot 1. The plat complies with all requirements of the City's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on August 16, 2016.

Funding Expected: Revenue ___ Expenditure ___ N/A **Budgeted Item:** Yes ___ No ___ N/A

Account Number: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No ___

Legal Review Required: N/A Required ___ **Date Completed:** _____

Supporting documents attached:

- Final Plat of One Tire or More

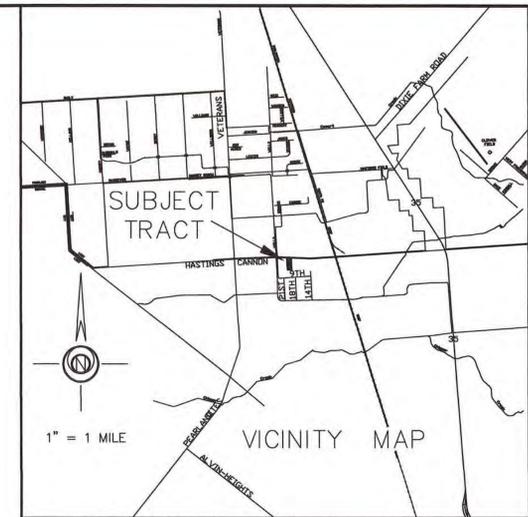
Recommendation: Move to approve the final plat of One Tire or More, being a 5.0-acre tract of land (8192 County Road 128) being all of Lot 6, of Hastings West Section Two, as recorded in volume 18, pages 375-376, plat records, Brazoria County, Texas.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager



METES AND BOUNDS

5.0 acres, being all of Lot 6, of Hastings West Section Two, as recorded in Volume 18, Pages 375-376, Plat Records, Brazoria County, Texas, and being more particularly described by metes and bounds as follows;

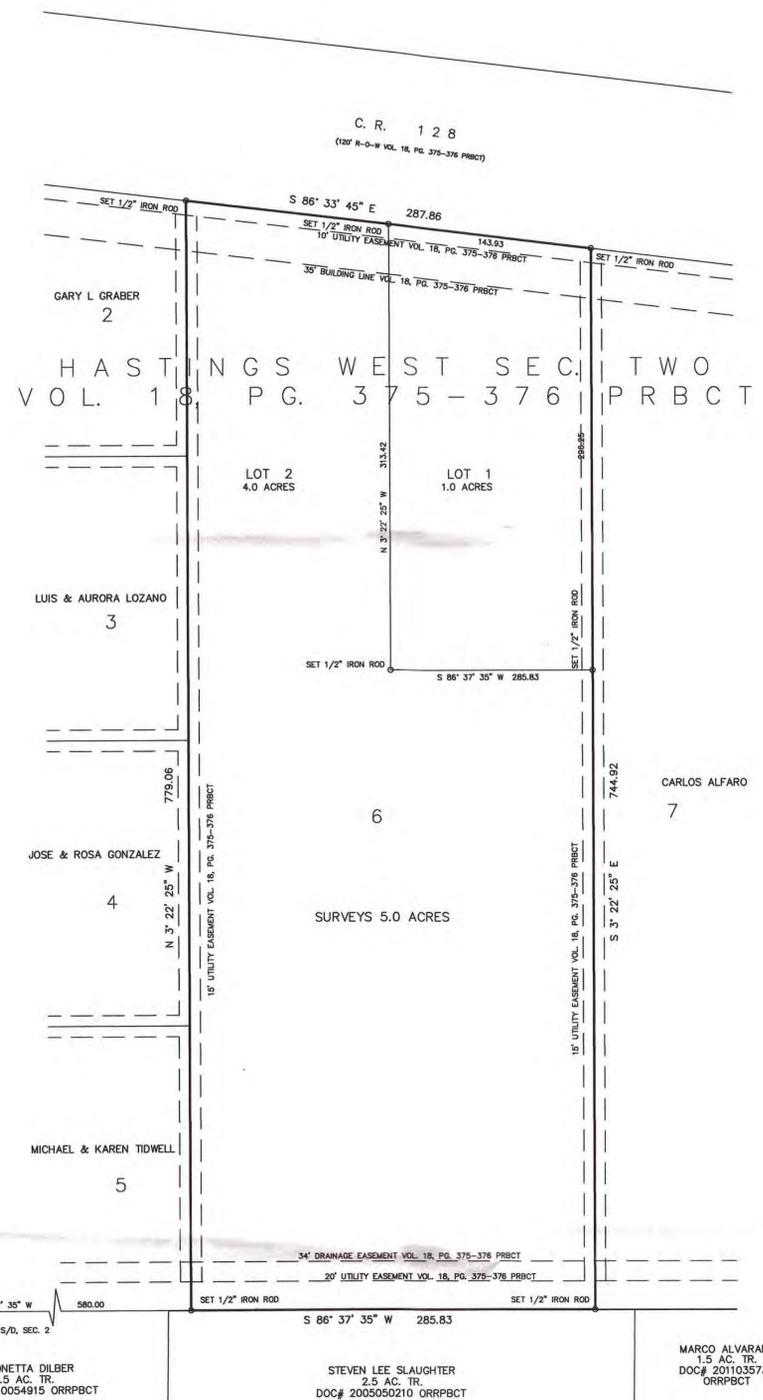
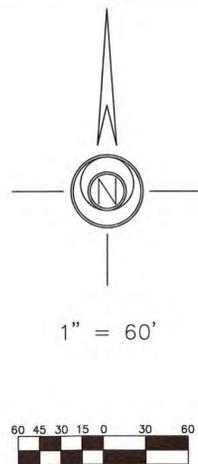
BEGINNING at a 1/2 inch iron rod set for the south corner of the herein described tract, being located South 86 deg. 37 min. 35 sec. West, a distance of 580.00 feet from the Southwest corner of Hastings West Section Two, also being the southeast corner of Lot 5, Hastings West, Section Two;

THENCE North 3 deg. 22 min. 25 sec. West, along and with the East line of Lots 5, 4, 3, and 2 of Hastings West, Section Two, a distance of 779.06 feet to a 1/2 inch iron rod set for the northwest corner of the herein described tract, also being the northeast corner of Lot 2, Hastings West, Section Two, and the south right of way line of County Road 128;

THENCE South 86 deg. 33 min. 45 sec. East, along the south right of way of County Road 128, a distance of 287.86 feet to a 1/2 inch iron rod set for the northeast corner of the herein described tract, also being the northwest corner of Lot 7, Hastings West, Section Two;

THENCE South 3 deg. 22 min. 25 sec. East, along the common line of Lots 6 and 7, a distance of 744.92 feet to a 1/2 inch iron rod set for the southeast corner of the herein described tract, also being the southwest corner of Lot 7, and an interior corner in the north line of a 2.5 acre tract as described in Document Number 2005050210, Official Records of Real Property, Brazoria County, Texas;

THENCE South 86 deg. 37 min. 35 sec. West, along the common line of the 2.5 acre tract and the herein described tract, a distance of 285.83 feet to the PLACE OF BEGINNING and containing 5.00 acres of land.



OWNER: Eva O Perez
ADDRESS: 7535 Roy Acres Rd
Pearland, Tx, 77584

STATE OF TEXAS
COUNTY OF BRAZORIA

I, Eva O Perez, the owner of the land shown on this plat and whose name is subscribed thereto and in person or through a duly authorized agent dedicated to the public forever, all streets, alleys, parks, water courses, drains, easements and public places thereon shown for the purpose and consideration herein expressed. The owner does hereby waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated or occasioned by us the alteration on the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind myself, our heirs, successors and assigns, to warrant and defend the title to the land so dedicated.

Witness our hand in _____ (City) _____ County, Texas, this _____ day of _____, 2016.

Eva O Perez

STATE OF TEXAS
COUNTY OF _____

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

GIVEN under my hand and seal of Office, this _____ day of _____, 2016.

Notary Public In and For _____ County, Texas.
My Commission expires _____

STATE OF TEXAS
COUNTY OF BRAZORIA

I, _____ County Clerk of Brazoria County, Texas, do hereby certify that the within instrument with its authentication was filed for registration in my office on _____ 2016, at _____ o'clock _____ M, in Document Number _____.

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

Deputy _____ County Clerk of Brazoria County, Texas.

SUBDIVISION APPROVED

- MAYOR _____ PAUL HORN
- COUNCILMEMBER AT-LARGE 1 _____ BRAD RICHARDS
- COUNCILMEMBER AT-LARGE 2 _____ CHRIS SANGER
- COUNCILMEMBER DISTRICT A _____ SCOTT REED
- COUNCILMEMBER DISTRICT B _____ ADAM ARENDELL
- COUNCILMEMBER DISTRICT C _____ KEITH THOMPSON
- COUNCILMEMBER DISTRICT D _____ GLENN STARKEY
- MAYOR PRO-TEM COUNCILMEMBER DISTRICT E GABE ADAME
- CITY ENGINEER _____ MICHELLE H. SEGOVIA, P.E., CFM
- CITY CLERK _____ DIXIE ROBERTS, TRMC
- APPROVED PLAT ROOM RECORDER _____

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

WITNESS MY HAND AND SEAL THIS 10 DAY OF August 2016.

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



- NOTES:**
- Chad A. Gormly has not performed an abstract of title of the above surveyed tracts of land.
 - Source of bearing based upon the Texas Coordinate System of 1983 (South Central Zone) as computed from GPS Observations.
 - Sidewalk shall be constructed as part of the issuance of a building permit for each tract, if required.
 - Storm drainage improvements, which may include detention, shall be provided at the time of building permit, if applicable.

FINAL PLAT OF
ONE TIRE OR MORE
1 BLOCK, 2 LOTS
CITY OF ALVIN'S ETJ
AUGUST 10, 2016

5.0 ACRES, BEING ALL OF LOT 6, OF HASTINGS WEST SECTION TWO, AS RECORDED IN VOLUME 18, PAGES 375-376, PLAT RECORDS, BRAZORIA COUNTY, TEXAS

Owner - Eva O Perez
7535 Roy Acres Rd
Pearland, Tx, 77584

Surveyor - Gormly Surveying, Inc.
Chad A. Gormly R.P.L.S. 5796
P. O. Box 862
Alvin, Texas, 77512
281-331-0883

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY AUGUST 18, 2016
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 Gabe Adame; Council members: Adam Arendell, Chris Sanger, Glenn Starkey, Keith Thompson, and Brad Richards.

Staff members present: Sereniah Breland, City Manager; David Olson, Olson and Olson, LLP; Junru Roland, CFO/Assistant City Manager; Dixie Roberts, City Clerk; Dan Kelinske, Director of Parks and Recreation; Robert Lee, Police Chief; Dan Kelinske, Parks Director; Ron Schmitz, Director of EMS and Emergency Management; Michelle Segovia, City Engineer and Brian Smith, Public Services Director.

INVOCATION AND PLEDGE OF ALLEGIANCE

Police Department Chaplin Regina Stredic gave the invocation.

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

Council member Thompson led the Pledge to the Texas Flag.

PUBLIC COMMENT

Alvin Resident Eugen Bauer, appeared before City Council to discuss an incident that happened at his residence regarding the Police Department.

Joanna McWilliams, CEO of Alvin Manvel Chamber of Commerce spoke before City Council to address the potential selling of the property located at the corner of Hardie St. and Willis St.

PRESENTATIONS

Proclamation; National Payroll Week; September 4-10, 2016.

Mayor Horn presented the Finance Department with a proclamation declaring September 4-10, 2016 as National Payroll Week.

Proclamation; Harby Junior High Sea CRAB Robotics Camp Winners.

Mayor Horn presented the Harby Junior High Sea CRAB's Robotics Camp Winners with a proclamation in honor of their accomplishments.

Operation Finally Home Presentation.

Terri Collins representing Operation Finally Home presented information regarding the organization and their plans to build a house for a wounded veteran in Alvin. Mr. Collins asked for the City's support and stated that the organization will be seeking a waiver from City Council for the construction permit fees associated with this construction at 1995 Brentwood Drive in Alvin.

Alvin Historical Museum Update; Tom Stansel

Ms. Kathy Mattes, President of the Alvin Museum Society reviewed the history of the Alvin Museum Society and the various exhibits within the museum. She reported that the museum is running out of room and contemplating the expansion of the loading dock portion of the building.

Ms. Mattes requested the city's financial support to aid in the enclosure of the existing loading dock and retrofit the existing workspace to provide additional exhibit space. To date the Alvin Museum Society has spent \$9,147.50 on the drawings for this project. The total project cost is an estimated \$87,646.00.

EMS/Emergency Management Departmental Update.

Ron Schmitz, EMS/Emergency Management Director gave a brief departmental update.

PUBLIC HEARINGS

Public Hearing to receive comment on the Proposed Fiscal Year 16-17 Annual Budget. This proposed budget is estimated to raise more total property taxes than last year's budget by \$938,042 or 14.12% and of that amount \$394,728 is tax revenue to be raised from new property added to the tax roll this year.

Mr. Roland reviewed a few tax rate questions and answers before the opening of the public hearings.

Question #1. Is the city increasing the property tax rate? No. The City is proposing to lower the tax rate from \$0.8386 to \$0.7980 per \$100 of taxable assessed value.

Question #2. If the City Council adopts the proposed tax rate of \$0.7980 will it result in me paying higher taxes than the prior year? It depends on the taxable assessed value of your property from the Brazoria County Appraisal District.

You will pay less property taxes for Tax Year 2016 if:

The taxable assessed value of your property is the same as the prior year's taxable assessed value.

The taxable assessed value of your property is less than the prior year's taxable assessed value, or the taxable assessed value of your property increased by less than 5.0877%.

You will pay more property taxes for Tax Year 2016 if:

The taxable assessed value of your property increased by more than 5.0877%, or you have a significant amount of new property added to the tax roll.

Question #3. What is the "effective tax rate", and what does it have to do with the amount of taxes I will pay?

The 2016 "effective tax rate" is \$0.771576 per \$100 of taxable assessed value.

The "effective tax rate" is defined as the rate that will generate the same amount of property tax revenue as the prior year; applies only to properties on the tax roll for Tax Year 2015 and Tax Year 2016.

The "effective tax rate" enables the public to evaluate the relationship between city property taxes for the preceding year and for the current year.

The "effective tax rate" is used in conjunction with the aggregate total of all taxable assessed property values in the City; and not individual taxable properties. As a result, adopting the effective tax rate does not guarantee lower payment of taxes for every tax payer.

Mayor Horn opened the public hearing at 7:56 p.m.

Dick Tyson spoke before City Council regarding the proposed budget, costs and expenditures.

Chris Sanger stated that he voted against exceeding the effective tax rate to prove a point. There is a problem with property owners tax bill going up because the County is setting property values higher than what they actually are, creating an artificial value. He believes that the city can do a better job of budgeting more efficiently and believes that more cuts can be made to the budget through the renegotiation of contracts. Mr. Sanger stated that currently the city has an excess revenue of approximately \$100,000. The Parks expenditures are well above the norm at 10% of the budget. Mr. Sanger proposed the following in order to lower the tax rate:

- using the \$100,000 in excess revenues
- liquidating vacant city owned property and assets including the gun range property (this money could be used for various projects such as the Senior Center upgrade.
- removing the \$46,000 payment to the Sunrise Rotary for the annual Music Festival. (Against the use of tax payer money for such events; if allowed, dollars should be dispersed equally).
- removing the \$33,000 payment to the Museum Society (the museum should pay their fair share of the lease and do a better job of fundraiser to cover costs).
- renegotiate mowing contracts for better rates.
- reduce the burden of red-tape for remodeling and reinvesting in the older neighborhoods. Encourage homeowners to remodel and reinvest making it easier to build an addition or accessory; providing for more long term revenues.

He asked members of Council to take the points presented under consideration.

Mayor Horn closed the public hearing at 8:10 p.m.

Public Hearing to receive comment on the proposed tax rate of \$0.7980 per \$100 of valuation for Fiscal Year 2016-2017 (2016 tax year).

Mayor Horn opened the public hearing at 8:11 p.m.

Dick Tyson spoke before City Council regarding the proposed tax rate.

Mayor Horn closed the public hearing at 8:15 p.m.

CONSENT AGENDA

Approve minutes of the August 4, 2016 City Council workshop.

Approve minutes of the August 4, 2016 City Council meeting.

Consider Interlocal Agreement with Brazoria County for the Fiscal Year 2016-2017 Asphalt Improvement Project; and authorize the Mayor to sign.

The proposed Interlocal Agreement between the City and the County provides the mechanisms for the County to provide the City of Alvin with equipment and personnel to assist in the construction, improvement, maintenance and/or repair of two miles of asphalt streets in various locations within the city limits of Alvin. The City of Alvin entered into this partnership with Brazoria County in 1991 and has continued to use the program since that time. This program provides for low cost paving and rehabilitation of asphalt streets and has improved over 30 miles of asphalt streets since the start in 1991. In the last four years the program has achieved the rehabilitation and paving of 49,235 linear feet of asphalt or 9.33 miles, averaging 2.3325 miles per year.

Streets Completed: Nelson Rd., Jephson Lane, Fairway Drive, Rowan Burton, House Street, CR 160, CR 172, Rice Street, Ave. K, Texas, W. Iwo Street, Heights Road, Phillips Street, Victory Lane, South Street, Verhalen Road, Ave E ½,

Betsy Ross, Blackstone Street, Coke Lane, Fairway Drive, Hillje Street, McLemore Drive, Meyer Street, South Shirley Street, South Third Street, West Duncan Street, and West George.

Should city council authorize this agreement, staff will make recommendations of streets to be serviced using the Asphalt Street Assessment. This agreement has already been approved and signed by the Brazoria County Judge, L.M. "Matt" Sebesta.

Council member Adame moved to approve the consent agenda as presented. Seconded by Council member Thompson; motion carried on a vote of 6 Ayes.

OTHER BUSINESS

Consider Ordinance 16-U; amending Chapter 34, Public Storage Facilities/Mini-Warehouses, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending provisions for existing public storage facilities to expand with certain restrictions; providing for a penalty; and setting forth other provisions related thereto.

On May 19, 2016 Staff met with representatives of Tri-County Storage located at 2228 FM 528. The owner of the facility is wishing to add a storage unit building on a vacant area of his property located in the middle of the complex. This is the third time that Staff has met to discuss expansion of this facility since Chapter 34 Public Storage / Mini-warehouses went into effect in May 2005. All three requests for expansion of this facility have been denied since the expansion does not meet all requirements of Chapter 34, with Section 34-3 Location Restrictions being the primary restriction that could not be met. In an effort to promote additional development of existing public storage facilities Staff has prepared and is recommending the amendments to Chapter 34 as contained in Ordinance 16-U attached. The amendments exclude existing public storage facilities from having to comply with the following sections of Chapter 34:

- 1. Section 34-2 Lot requirements- Minimum site area for a facility is 5 acres and the maximum area is 10 acres. This amendment would exempt existing facilities from this requirement. The Tri-County Storage facility is just under 5 acres.*
- 2. Section 34-3 Location restrictions- Prohibits public storage facilities from being located within 500 feet of a single-family residential property. This amendment would exempt existing facilities from this requirement. There are single-family residential properties adjacent to and across the street from Tri-County Storage.*
- 3. Section 34-5 Setback requirements- The minimum front setback line for a public storage facility, including the fence line, is 50 feet. This amendment would exempt existing facilities wishing to expand from the 50' front setback requirement. By default, these facilities would be required to comply with a front building setback of 25 feet as required in Subdivision Ordinance. Tri-County Storage has an existing fence on the front property line and a 50' building setback could not be maintained and still have adequate room to build under the current requirement.*

Approval of Ordinance 16-U would allow for the expansion of Tri-County Storage within its existing property boundaries without negatively impacting neighboring properties or negatively effecting the original intent of Chapter 34.

Council member Adame moved to approve Ordinance 16-U; amending Chapter 34, Public Storage Facilities/Mini-Warehouses, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending provisions for existing public storage facilities to expand with certain restrictions; providing for a penalty; and setting forth other provisions related thereto. Seconded by Council member Starkey; motion carried on a vote of 6 Ayes.

Consider Ordinance 16-J; amending Chapter 28, Comprehensive Fee Ordinance of the Code of Ordinances of the City of Alvin, Texas for the purpose of revising certain Alvin Convention and Visitors Bureau rental fees for the Alvin Depot Centre; Emergency Medical Services fees; Senior Citizen Center rental fees; Streets and Rights-of-Way driveway and culvert permit fees; water and sewer fees for residential and commercial customers; providing for a ten percent (10%) penalty for late payment; providing for publication; providing for an effective date; and setting forth other provisions related thereto.

On Thursday, July 21, 2016, a city council workshop was held where staff presented proposed fee changes to various departments. The main purpose of the proposed fee changes is to recover cost of providing services as well as to put the City in line with industry standards. August 4, 2016, the proposed fee changes were discussed again at the

City Council meeting. Staff has amended the proposal slightly from the data submitted to Council at their meeting held on August 4, 2016, pursuant to Council's discussion and recommendations.

Depot Centre

Description	Current Fee Ordinance	Proposed	Purpose
Refundable Rental Deposit	\$300	\$150	Encourage rental of facility
Rental Fee (Mon – Thursday); additional hour	\$40	\$75	Cost recovery/ Industry Standard
Rental Fee (Friday – Sunday); additional hour	\$50	\$75	Cost recovery/Industry Standard
Hourly Rental (one-hour minimum)	\$0	\$100	Recover cost incurred from renters who need the depot on an hourly basis

Emergency Medical Services

Description	Current Fee Ordinance	Proposed	Purpose
Monthly Voluntary Contribution to Residents	\$5	\$7	Recover cost of providing services, and provides benefit to customer
Annual Voluntary Contribution – Non Residents	\$120	\$168	Recover cost of providing services, and provides benefit to customer
Monthly Voluntary Contribution for Commercial Business	\$5	\$10	Recover cost of providing services, and provides benefit to customer

Utilities

Description	Current Fee Ordinance	Proposed	Purpose
Temporary Service	\$15	\$25	Cost Recovery / Industry Standard
Fire Hydrant meter refundable deposit	\$500	\$1,400	Secure resources for potential damages / Industry Standard
Monthly Fire Hydrant Rental fee	\$20	\$100	Recover cost of providing services and encourage tap placement if needed
Fire Hydrant Handling Fee	\$50	\$100	Cost Recovery /Industry Standard
Service restoration outside normal business hours.	\$40	\$75	Cost Recovery / Industry Standard
Tampering Fee	\$0	\$100	Cost Recovery / Industry Standard
Meter Removal	\$0	\$100	Cost Recovery / Industry Standard
Returned Check Fee	\$25	\$35	Discourage NSF payments /Recover cost to staff for additional work associated with the NSF.
Meter reread request (if initial read is accurate)	\$0	\$25	Cost Recovery/Industry Standard
Driveway and Culvert Permit	\$12/foot of pipe	\$75	Shift responsibility to the customer

Senior Citizen Center

Description	Current Fee Ordinance	Proposed	Purpose
Eastside Exercise Room: Business Hours, Resident Group	\$0	\$40/hour	Recover costs of utilizing facility
Eastside Exercise Room Business Hours, Non Resident Group	\$0	\$50/hour	Recover costs of utilizing facility
Eastside Exercise Room: After Business Hours, Resident Group	\$0	\$50/hour	Recover costs of utilizing facility
Eastside Exercise Room: After Business Hours, Non Resident Group	\$0	\$60/hour	Recover costs of utilizing facility after business hours
Rental of East & West Rooms Refundable Deposit, Clean-up Damage Deposit (\$100 per room)	\$150	\$200	Secure resources for potential cleanup and damage to facility.
Rental for Non-Profit Organization/501c-3	\$0	\$45/hour per room anytime	Cost Recovery / Industry Standard

Short discussion was had on the rates presented.

Council member Sanger moved to approve Ordinance 16-J (as presented); amending Chapter 28, Comprehensive Fee Ordinance of the Code of Ordinances of the City of Alvin, Texas for the purpose of revising certain Alvin Convention and Visitors Bureau rental fees for the Alvin Depot Centre; Emergency Medical Services fees; Senior Citizen Center rental fees; Streets and Rights-of-Way driveway and culvert permit fees; water and sewer fees for residential and commercial customers; providing for a ten percent (10%) penalty for late payment; providing for publication; providing for an effective date; and setting forth other provisions related thereto. Seconded by Council member Thompson; motion carried on a vote of 6 Ayes.

Accept resignation from 2016 Charter Review Commission member Brenda Smith and consider appointment to fill the unexpired term.

The Alvin Charter requires a review of its Charter document at least every four (4) years but not more than every two (2) years. The review is done by a charter review commission consisting of seven (7) citizens of the city of Alvin and appointed by the city council. The only requirement to serve on the commission is to be a citizen of the City of Alvin.

On June 16, 2016 City Council appointed the following citizens to serve on the Charter Review Commission: Jimmy Kitchens (Vice Chair), Chad Gormly (Chair) Marisol Jimenez, Jimmy Kitchens, Brenda Smith, Kerry Ulm and Martin Vela (Secretary). All members who were appointed had a Consent Form on file.

The commission held its first meeting on Monday July 18, 2016 at 6:00 p.m. All members were present.

Brenda Smith contacted the City Clerk's office on Tuesday August 2, 2016 to regretfully resign from the Commission.

The following individuals have submitted a Consent and Willingness to Serve Form specifically for the Charter Review Commission and were not appointed by City Council on June 16th: Terry Droege, Missy Jordan, Debra McDonald, Tommy Peebles, and Roger Stuksa.

Council member Sanger moved to nominate Armando Cespedes to the Charter Review Commission; Seconded by Council member Thompson. Motion failed with 4 No's and Council members Thompson and Sanger voting Aye.

Council member Starkey moved to accept the resignation from the 2016 Charter Review Commission member Brenda Smith and appoint Roger Stuksa to fill the unexpired term. Seconded by Council member Richards; motion carried on a vote of 6 ayes.

REPORTS FROM CITY MANAGER

Review preliminary list of items for next Council meeting.

Ms. Breland reviewed the preliminary list for the September 1, 2016 City Council meeting.

Items of Community Interest.

Mrs. Roberts reviewed items of community interest.

REPORTS FROM COUNCIL MEMBERS

Announcements and requests from Council members.

Council member Thompson expressed his condolences to the families of Mary Dearing and Janie Padilla for their loss. Council member Thompson also reported that there are many lots throughout town whose owners don't mow regularly. He stated that he would like to see something put in place to help this process along without excess use of the city's workforce to enforce such mowing.

Council member Starkey expressed his condolences to Ms. Dearing and Ms. Padilla for their loss. He expressed his concerns over the comments made regarding the selling of city property.

Mayor Horn requested that a workshop be held on Tuesday, August 30th to discuss the budget and tax rate.

EXECUTIVE SESSION

Mayor Horn called for an executive session at 8:40 p.m. in accordance to the following:

- A. Section 551.071 of the Government Code: Consultation between governmental body and its attorney to seek advice of attorney about pending or contemplated litigation or a settlement offer or a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act.
- B. Section 551.072 of the Government Code: Deliberation regarding the purchase, exchange, lease or value or real property.

RECONVENE TO OPEN SESSION

Mayor Horn reconvened the meeting into open session at 9:45 p.m.

Consider action(s), if any, on item(s) discussed in Executive Session.

- A. Consider the sale of real property located at the corner of Hardie St. and Willis St. and authorize the Mayor to sign all necessary documents to effectuate the sale.

No action taken.

ADJOURNMENT

Council member Richards moved to adjourn the meeting at 9:45 p.m. Seconded by Council member Thompson; motion carried on a vote of 6 Ayes.

PASSED and APPROVED this _____ day of _____, 2016.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Clerk



AGENDA COMMENTARY

Meeting Date: 9/1/2016

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Morgan Falls Estate, being a 7.19 acre tract of land (2300 Koster Road) being the same land as recorded in document number 2003053423, official records of real property, Brazoria County, Texas, being out of Lot 7 of the E. J. Biering Subdivision as recorded in Volume 19, Page 147, deed records, Brazoria County, Texas, situated in the H.T. & B.R.R. Company Survey, Section 13, Abstract 225, Brazoria County, Texas.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: On August 1, 2016 the Engineering Department received a final plat of Morgan Falls Estate for review. The property is located at 2300 Koster Road in the City of Alvin and is being platted in order for the owner to be able to sell the commercial business on Lot 1 separate from the residence on Lot 2. This plat complies with all requirements of the City's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on August 16, 2016.

Funding Expected: Revenue ___ Expenditure ___ N/A **Budgeted Item:** Yes ___ No ___ N/A

Account Number: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No ___

Legal Review Required: N/A Required ___ **Date Completed:** _____

Supporting documents attached:

- Final Plat of Morgan Falls Estate

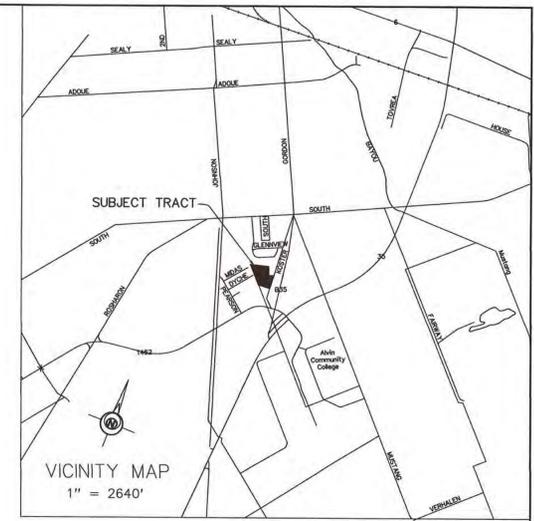
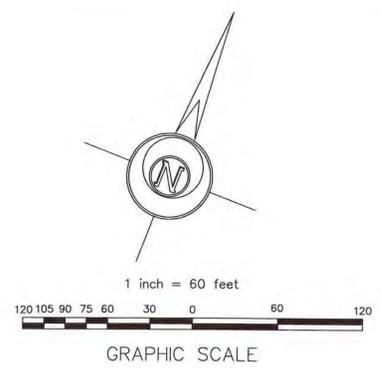
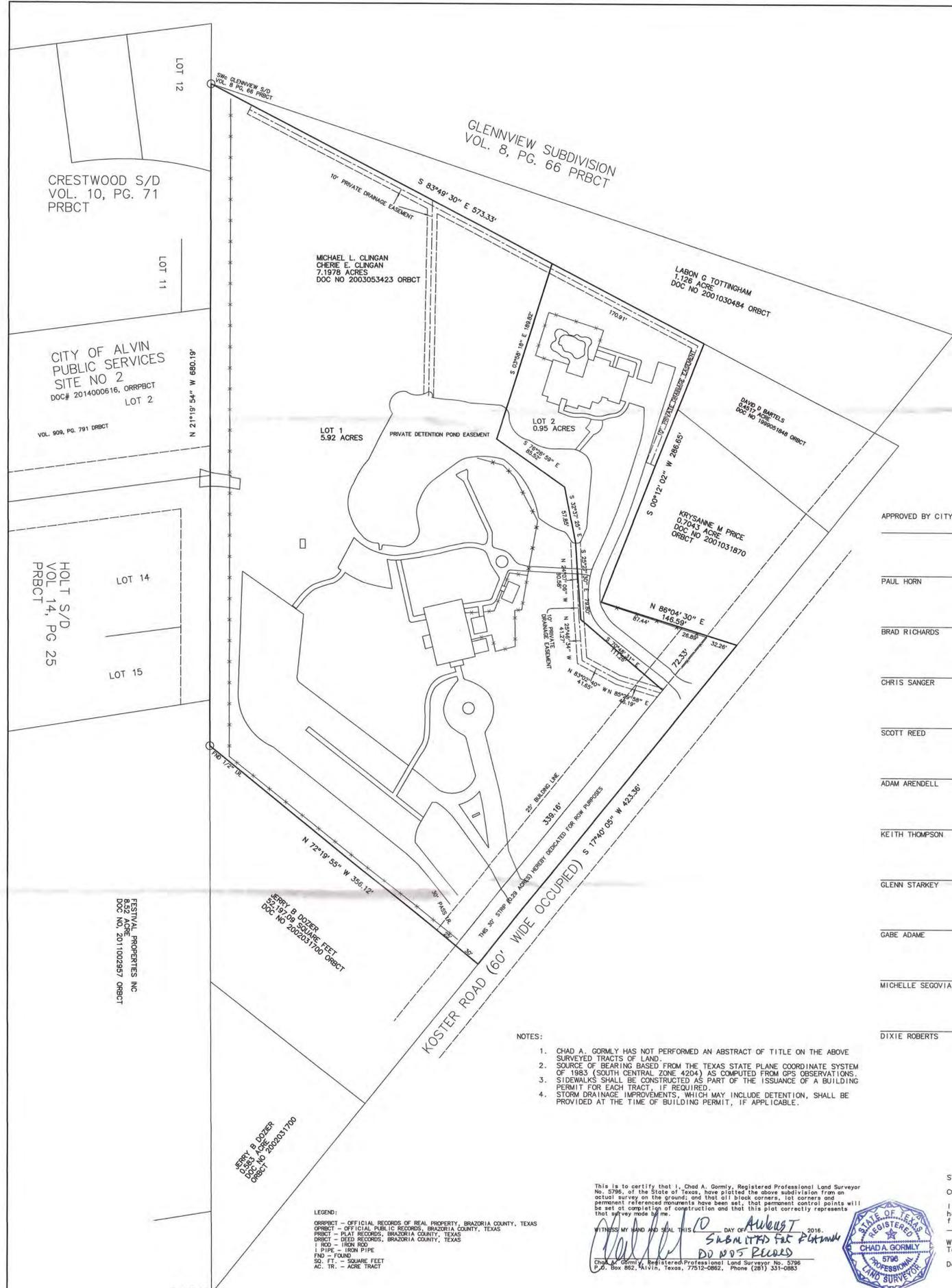
Recommendation: Move to approve the final plat of Morgan Falls Estate, being a 7.19-acre tract of land (2300 Koster Road) being the same land as recorded in document number 2003053423, official records of real property, Brazoria County, Texas, being out of Lot 7 of the E. J. Biering Subdivision as recorded in Volume 19, Page 147, deed records, Brazoria County, Texas, situated in the H.T. & B.R.R. Company Survey, Section 13, Abstract 225, Brazoria County, Texas.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager



OWNER: MICHAEL LEE CLINGAN AND CHERIE ELIZABETH CLINGAN
 ADDRESS: 2202 KOSTER ROAD
 ALVIN, TX 77511
 STATE OF TEXAS
 COUNTY OF BRAZORIA

We, MICHAEL LEE CLINGAN AND CHERIE ELIZABETH CLINGAN, owners of the property subdivided in the above and foregoing map of MORGAN FALLS ESTATE, being a plot of 7.19 acres, situated in the H.T. & B.R.R. Company Survey, Abstract 225, Brazoria County, Texas, do hereby make subdivision of said property, according to the lines, streets, lots, alleys, parks, building lines and easements as shown hereon, and dedicate for public use, the streets, alleys, parks and easements shown hereon, forever, and do hereby waive all claims for damages occasioned by the establishment of grades, as approved for the streets and drainage easements indicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind myself, my heirs, successors and assigns, to warrant and defend the title to the land so dedicated.

WITNESS my hand in _____ (City), _____ County, Texas, this _____ day of _____, 2016.

MICHAEL LEE CLINGAN
 CHERIE ELIZABETH CLINGAN

STATE OF TEXAS
 COUNTY OF BRAZORIA:
 BEFORE ME, the undersigned authority, on this day personally appeared MICHAEL LEE CLINGAN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.
 Given under my hand and seal of Office, this _____ day of _____, 2016.

Notary Public in and for the State of Texas.

My Commission Expires: _____
 STATE OF TEXAS
 COUNTY OF BRAZORIA:

BEFORE ME, the undersigned authority, on this day personally appeared CHERIE ELIZABETH CLINGAN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.
 Given under my hand and seal of Office, this _____ day of _____, 2016.

Notary Public in and for the State of Texas.

My Commission Expires: _____

APPROVED BY CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, THIS _____ DAY OF _____, 2016.

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

METES AND BOUNDS

7.19 acres of land, being the same land as conveyed to Michael Lee Clingan and Cherie Elizabeth Clingan (called 7.1978 acres) as recorded in Document Number 2003053423, Official Records of Real Property, Brazoria County, Texas, being out of Lot 7 of the E.J. Biering Subdivision as recorded in Volume 19, Page 147, Deed Records, Brazoria County, Texas, situated in the H.T. & B.R.R. Company Survey, Section 13, Abstract 225, Brazoria County, Texas, and being more particularly described by metes and bounds as follows:
 BEGINNING at a 1/2 inch iron rod found for the west corner of the herein described tract of land, in the east line of Crestwood Subdivision as recorded in Volume 10, Page 71, Plat Records, Brazoria County, Texas, and the southwest corner of Glennview Subdivision as recorded in Volume 8, Page 66, Plat Records, Brazoria County, Texas, the west corner of a 1.126 acre tract of land as recorded in Document Number 2001030484, Official Records of Real Property, Brazoria County, Texas, and also the west corner of said 7.1978 acre tract;
 THENCE South 83 deg. 49 min. 30 sec. East, along and with the northeast line of said 7.1978 acre tract and the southwest line of said 1.126 acre tract, a distance of 573.33 feet to a 1/2 inch iron rod found for interior corner of said 7.1978 acre tract and the west corner of a 0.4517 acre tract of land;
 THENCE South 00 deg. 12 min. 02 sec. West, along and with the west line of said 0.4517 acre tract and the west line of a 0.7043 acre tract as recorded in Document Number 2001031870, Official Records of Real Property, Brazoria County, Texas, a distance of 286.65 feet to a 1/2 inch iron rod found for the southwest corner of said 0.7043 acre tract, and an interior corner of said 7.1978 acre tract and the herein described tract of land;
 THENCE North 86 deg. 04 min. 30 sec. East, along and with the southern line of said 0.7043 acre tract, at 114.33 feet pass a 1/2 inch iron rod found for reference and continue for a total distance of 146.59 feet to a point for the southeast corner of said 0.7043 acre tract and lower northeast corner of said 7.1978 acre tract and the herein described tract of land, in Koster Road;
 THENCE South 17 deg. 40 min. 05 sec. West, along and with the east line of said 7.1978 acre tract and Koster Road, a distance of 423.36 feet to a point for the south corner of said 7.1978 acre tract of land and the herein described tract of land and the east corner of a 52,197.09 square feet tract of land as recorded in Document Number 2002031700, Official Records of Real Property, Brazoria County, Texas;
 THENCE North 72 deg. 19 min. 55 sec. West, along at with the southwest line of said 7.1978 acre tract and the northeast line of said 52,197.09 square feet tract of land a distance 356.12 feet to a 1/2 inch iron rod found for the southwest corner of said 7.1978 acre tract of land and the herein described tract of land, in the northeast line of a 8.52 acre tract of land as recorded in Document Number 2011002957, Official Records of Real Property, Brazoria County, Texas;
 THENCE North 21 deg. 19 min. 54 sec. West, along and with the southwest line of said 7.1978 acre tract and the northeast line of said 8.52 acre tract of land, and the northeast line of Holt Subdivision as recorded in Volume 14, Page 25, Plat Records, Brazoria County, Texas, and the northeast line of City of Alvin Public Services Site No. 2 as recorded in Document Number 2014000616, Official Records of Real Property, Brazoria County, Texas, and the northeast line of said Crestwood Subdivision, a distance of 880.19 feet to the PLACE OF BEGINNING and containing 7.19 acres of land.

- NOTES:
- CHAD A. GORMLY HAS NOT PERFORMED AN ABSTRACT OF TITLE ON THE ABOVE SURVEYED TRACTS OF LAND.
 - SOURCE OF BEARING BASED FROM THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 (SOUTH CENTRAL ZONE 4204) AS COMPUTED FROM GPS OBSERVATIONS.
 - SIDEWALKS SHALL BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT, IF REQUIRED.
 - STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, SHALL BE PROVIDED AT THE TIME OF BUILDING PERMIT, IF APPLICABLE.

This is to certify that I, Chad A. Gormly, Registered Professional Land Surveyor No. 5796, of the State of Texas, have plotted the above subdivision from an actual survey on the ground; and that all block corners, lot corners and permanent referenced monuments have been set; that permanent control points will be set at completion of construction and that this plot correctly represents that survey made by me.
 Witness my hand and seal this _____ DAY OF August, 2016.
 CHAD A. GORMLY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 No. 5796
 State of Texas
 Box 882, Alvin, Texas, 77511-0882, Phone (281) 331-0882



STATE OF TEXAS
 COUNTY OF BRAZORIA
 I, _____ County Clerk of Brazoria County, Texas, do hereby certify that the written instrument with its authentication was filed for registration in my office on _____, 2016, at _____ o'clock _____ M. in Document Number _____.
 Witness my hand and seal of office, at Angleton, Brazoria County, Texas, the day and date last written above.
 Deputy _____ County Clerk of Brazoria County, Texas.

A FINAL PLAT OF
MORGAN FALLS ESTATE
 2 LOTS, 1 BLOCK
 AUGUST 10, 2016

A FINAL PLAT OF 7.19 ACRES, BEING THE SAME LAND AS RECORDED IN DOCUMENT NUMBER 2003053423, OFFICIAL RECORDS OF REAL PROPERTY, BRAZORIA COUNTY, TEXAS, BEING OUT OF LOT 7 OF THE E.J. BIERING SUBDIVISION AS RECORDED IN VOLUME 19, PAGE 147, DEED RECORDS, BRAZORIA COUNTY, TEXAS, SITUATED IN THE H.T. & B.R.R. COMPANY SURVEY, SECTION 13, ABSTRACT 225, BRAZORIA COUNTY, TEXAS.

SURVEYOR:
 GORMLY SURVEYING, INC.
 P.O. BOX 862
 ALVIN, TX 77511
 281.331.0885
 CONTACT: CHAD A. GORMLY

OWNER(S):
 MICHAEL LEE CLINGAN AND
 CHERIE ELIZABETH CLINGAN
 2300 KOSTER ROAD
 ALVIN, TX 77511

FESTIVAL PROPERTIES, INC.
 8.52 ACRES
 DOC NO. 2011002957 ORBCT

JERRY B. DOZER
 32,979 SQUARE FEET
 DOC NO. 2002031700 ORBCT

JERRY B. DOZER
 32,979 SQUARE FEET
 DOC NO. 2002031700 ORBCT

- LEGEND:
 ORBCT - OFFICIAL RECORDS OF REAL PROPERTY, BRAZORIA COUNTY, TEXAS
 ORBCT - OFFICIAL PUBLIC RECORDS, BRAZORIA COUNTY, TEXAS
 PRCT - PLAT RECORDS, BRAZORIA COUNTY, TEXAS
 DRCT - DEED RECORDS, BRAZORIA COUNTY, TEXAS
 IRCD - IRON ROD
 IPIPE - IRON PIPE
 FND - FOUND
 SPT - SQUARE FEET
 AC - ACRE TRACT



AGENDA COMMENTARY

Meeting Date: 9/1/2016

Department: Administration

Contact: Junru Roland, Assistant City Manager/CFO

Agenda Item: Consider annual windstorm renewal from Victor O. Schinnerer & Company, Inc. in an amount not to exceed \$150,879 for the City's windstorm and hail coverage for FY17; and authorize the City Manager to sign the Proposal Acceptance Form.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: Windstorm insurance is property and casualty insurance that specifically covers loss due to damage by high winds: i.e.: hurricane and hail damage. The City's general property and liability insurance provider (Texas Municipal League – Intergovernmental Risk Pool [TMLIRP] does not provide full windstorm and hail coverage for all city facilities. Currently, TMLIRP only provides windstorm coverage through their Coastal Storm Fund for wind resistive facilities; which include City Hall, the Alvin Museum, and the Wastewater Treatment Building. However, TMLIRP has an arrangement with Victor O. Schinnerer & Company, Inc. (VOSCO), an underwriting manager of professional liability and specialty insurance, to serve as the City's insurance agent in placing windstorm coverage. VOSCO has written the City's windstorm coverage through various companies since 10/01/2000. The current (annual) windstorm policy with VOSCO expires October 1, 2016. For FY17, VOSCO is offering 3 options to the City for windstorm and hail coverage.

Staff is recommending option #1 due to the coverage value as well as the local regulation. Option #1 (\$150,879) utilizes the Texas Windstorm Insurance Association (TWIA) as the insurer/carrier. TWIA is a residual market property insurance company that provides wind and hail insurance for residential and commercial property located within an area designated by the Texas Commissioner of Insurance. This area currently includes 14 first tier coastal counties. A first tier designation is an area subject to catastrophe due to high-winds. Brazoria County is identified as a first tier coastal county. For the current fiscal year, city council approved TWIA as the insurer/carrier. The FY17 proposal is a 2% increase from FY16.

Should council elect not to approve option #1, then staff will propose Option #2 (\$159,349.05) or Option #3 (\$220,798.20), which consist of using AmRisc as the insurer/carrier.

Funding Expected: Revenue ___ Expenditure x N/A ___ **Budgeted Item:** Yes x No ___ N/A ___

Account Number: Multiple accounts **Amount:** \$150,879 **1295 Form Required?** Yes ___ No ___

Legal Review Required: N/A ___ Required x **Date Completed:** August 23, 2016

Supporting documents attached:

- Windstorm Proposals

Recommendation: Move to approve the annual windstorm renewal option #1 from Victor O. Schinnerer & Company, Inc. in an amount not to exceed \$150,879 for the City's windstorm and hail coverage for FY17; and authorize the City Manager to sign the Proposal Acceptance Form.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager



VICTOR O.
SCHINNERER
& COMPANY, INC.

August 19, 2016

Mr. Junru Roland
Chief Financial Officer
City of Alvin
216 W Sealy St
Alvin, TX 77511

RE: Wind/Hail Renewal Proposal
Expiring Policy(s): TWIA #45894709
Renewal Date: October 1, 2016

Dear Mr. Roland:

Enclosed is your 2016-2017 Windstorm Renewal Proposal with an expiration date of October 1, 2016 prepared by Victor O. Schinnerer & Co., Inc., (VOSCO) your windstorm insurance agent.

VOSCO has prepared your renewal proposal by using your expiring windstorm insurance policy and information received from or shared with Texas Municipal League Intergovernmental Risk Pool (TMLIRP) as part of our relationship with them.

Please refer to the attached proposal for specifics regarding limits, deductibles, coinsurance and other additional optional coverages available. For actual terms, conditions, limitations, exclusions and warranties, please refer to the insurance policy specifically.

If you have any questions or find items needing to be amended, please contact me at (800) 284-4747 to discuss.

When you elect to bind coverage, please email signed acceptance forms to belinda.g.wallace@schinnerer.com no later than September 16, 2016 to maintain continuous coverage.

Sincerely,

Belinda G. Wallace
Account Executive

cc: Michael Kuykendall, TMLIRP/Austin
Linda Morvant, TMLIRP/Houston

Victor O. Schinnerer & Company, Inc.
Windstorm & Hail Proposal

City of Alvin

October 1, 2016 to October 1, 2017

Option	Carrier	Property Type	Total Limit	Coinsurance	Valuation Basis	Deductible (Per Item/ Per Occurrence)	Premium	Policy/ Inspection Fee	Surplus Lines Taxes & Fees	Total Policy Cost
1	TWIA	Commercial	\$16,064,579	100%	Replacement Cost	1% per item or \$1,000, whichever is greater	\$150,879.	N/A	N/A	\$150,879.00

Option	Carrier	Property Type	Total Limit	Coinsurance	Valuation Basis	Deductible (Per Occurrence)	Premium	Policy/ Inspection Fee	Surplus Lines Taxes & Fees	Total Policy Cost
2	AmRisc Carriers (Primary)	Commercial	\$24,184,233	Waived	Replacement Cost	\$100,000	\$127,066.00	\$15,580.00	\$7,132.30	\$159,349.05
	Underwriters at Lloyds	Deductible Buyback	\$24,184,233	Waived		Buydown of \$90,000 for total deductible of \$10,000	\$7,920.00	\$1,195.00	\$455.75	

Option	Carrier	Property Type	Total Limit	Coinsurance	Valuation Basis	Deductible (Per Occurrence)	Premium	Policy/ Inspection Fee	Surplus Lines Taxes & Fees	Total Policy Cost
3	AmRisc Carriers (Primary)	Commercial	\$33,008,093	Waived	Replacement Cost	\$100,000	\$181,504.00	\$19,665.00	\$10,058.45	\$220,798.20
	Underwriters at Lloyds	Deductible Buyback	\$33,008,093	Waived		Buydown of \$90,000 for total deductible of \$10,000	\$7,920.00	\$1,195.00	\$455.75	

HURRICANE SEASON IS FROM JUNE 1 – NOVEMBER 30

(refer to Designated Named Storms)

Account Summary

<p>Option 1 (based on expiring)</p>	<ol style="list-style-type: none">1) This option is based on the expiring TWIA policy schedule with minimal changes determined by a comparison of items covered on the expiring windstorm policy and items currently on the TMLIRP schedule.2) The TML Intergovernmental Risk Pool currently provides Excess wind coverage at certain locations where total building values exceed the TWIA maximum limit of \$4,424,000. The Pools' coverage at these locations is limited to that portion of any loss which is greater than the building and/or contents limits scheduled on your TWIA policy.3) The TML Intergovernmental Risk Pool currently provides windstorm coverage thru their Coastal Storm Fund for City Hall (bldg. & contents), Alvin Historical Museum (bldg. only) and the Water Treatment Blower (bldg. & contents).4) <u>If you have questions about coverage limits or projected cost for Item #'s 2 & 3 above, please contact your TMLIRP underwriter at (800)537-6655. These are NOT included in the Option 1 proposal.</u>5) Unless otherwise noted, additional coverages available by endorsement are <u>NOT</u> included (Increased Cost of Construction, Business Income, etc...
<p>Option 2</p>	<ol style="list-style-type: none">1) This option is based on locations previously covered by TWIA and the TMLIRP Coastal Storm Fund. In this "open market" proposal there is no maximum limit therefore there is no need for Excess coverage.
<p>Option 3</p>	<ol style="list-style-type: none">1) This option is based on the locations listed on the AmRisc Schedule of Values attached, determined by the comparison of items currently on the TMLIRP schedule. It affords coverage for many items not previously eligible for coverage thru the TWIA program.2) Location and excess coverage previously provided by TMLIRP are included in this option.

Victor O. Schinnerer & Company, Inc.
Windstorm & Hail Proposal

PROPOSAL ACCEPTANCE FORM

This form must be signed and returned to Victor O. Schinnerer & Company, Inc. no later than Sept 16, 2016.

Please Return To:

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

PREMIUM PAYMENT

Windstorm & Hail Coverages Accepted

Selection	Option #	Total Limit	Premium
<input type="checkbox"/>	1	16,064,579	\$150,879.00
<input type="checkbox"/>	2	24,184,233	\$159,349.05
<input type="checkbox"/>	3	33,008,093	\$220,798.20

By accepting this proposal, you acknowledge and understand a minimum policy premiums may apply, you have met all eligibility requirements regarding flood coverage at certain locations and you have reviewed the windstorm location's schedule and are in agreement with the locations and limits used in this proposal.

I, the undersigned, as an authorized representative of:

City of Alvin

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

Signature of Authorized

Official: _____

Title: _____

Date: _____

TMLIRP OFFICE USE ONLY

Contribution: _____ Verified by: _____ Contract #: _____

New Member Member Re-awarding Member Adding Coverage

Option 1

TWIA

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

I. TWIA Guidelines

- **Minimum Retained Premium**
 - 90 days of coverage, but not less than \$100
- **Exceptions**
 - Sale of property
 - Total loss of property
 - Replacement with voluntary market policy

II. Definitions & Descriptions

- **Other Than Dwellings:** Other than residential occupancy locations and residential occupancies containing more than two living units.
 - **Coinsurance** – A coinsurance clause applies to all non-dwelling occupancies and contents, on all Texas Windstorm Insurance Association policies.
 - **Deductible** – The elected percent deductible applies **PER SCHEDULED ITEM PER OCCURRENCE** with a minimum deductible of \$1,000 per item. (See Proposal Options)
- **Dwellings:** Single family dwellings, duplex dwellings, contents or household goods. Dwellings shall also mean garage apartments, servant's houses, private garages, private barns, miscellaneous out buildings on dwelling premises, seasonal dwellings, private club houses and private camp houses.
 - **Coinsurance** – An 80% coinsurance clause applies to all types of dwellings and contents or household goods.
 - **Deductible** – A 1% deductible or \$100 minimum deductible applies **PER SCHEDULED ITEM PER OCCURRENCE**. Higher deductible options are available upon request.

III. Designated Named Storm

- No new or increased coverage shall be accepted when a windstorm designated as a hurricane by the United States Weather Bureau is in the Gulf of Mexico or within the boundaries of 80 degrees west longitude and 20 degrees north latitude. This exception does not apply to any renewal policy affording windstorm coverage if the expiring policy was written by TWIA and if the application for renewal was received by TWIA on or before the expiration of the existing TWIA policy or if mailed by registered or certified mail or United States Postal Service, or if sent by such other similar mailing procedure as approved by the board of directors, prior to the expiration of the existing TWIA policy.

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

IV. Requirements (to apply for and obtain windstorm & hail coverage)

- Address including city, zip code and county
- Occupancy description of each structure
- Date of construction of each structure
- Square footage of each structure
- Estimated Cash Value and Estimated Replacement Cost of each structure
- Flood Coverage may be required on buildings located in Flood Zone V
- Building Certificates (see requirements below)
 - If building was built before June 1, 1972, no certificate is needed
 - If building was built on or after June 1, 1972, but before January 1, 1988, a Form Pool-BC-10-85 may be required
 - If building was built on or after January 1, 1988, a Form WPI-8 is required
 - If any Remodeling, Repair or Re-roof has been completed after January 1, 1988

Note: The proposed premium does not include any costs you may incur to obtain certificates that are required for coverage placement or if updated certificates are required after a loss.

The maximum coverage limits (building and contents combined) available through TWIA are:

- Dwellings \$1,773,000
- Other governmental structures \$4,424,000

Structures that have values exceeding these maximum limits may be eligible for excess coverage through TMLIRP. The Pool's coverage at these locations is limited to that portion of any loss which is greater than the building and/or contents limits scheduled on your windstorm policy. If applicable, we have advised TMLIRP. If you have any questions about the excess coverage, please contact your TMLIRP underwriter.

The TWIA's windstorm coverage carries a coinsurance provision. This could result in a penalty if the property values are underestimated. (*refer to Coinsurance Example*) Variations are possible in the values listed in the Request for Proposal (RFP) and the values developed through this inspection. Any variations will be reviewed with your staff to determine the correct values for submission to the TWIA. This may result in an increase or decrease in the windstorm premium quoted. Any additional TWIA premium as a result of increased property values will be your responsibility.

V. IMPORTANT INFORMATION – Newly Acquired Property

- Automatic coverage is **NOT** provided for windstorm, hurricane & hail on new buildings or contents acquired during the policy period. If you plan to make such acquisitions, Victor O. Schinnerer & Co., Inc. and the Texas Municipal League Intergovernmental Risk Pool must be advised as soon as possible so the property can be added to your policy at the time you complete the transaction and become the owner of the property.

Victor O. Schinnerer & Company has no binding authority with TWIA.

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

ADDITIONAL TWIA COVERAGES AVAILABLE BY ENDORSEMENT

Did you know the International Building Code changed effective 6/1/2003 and your current coverage may not be adequate to fully cover the cost of the higher standards imposed by this new Building Code in the event of a covered loss?

Form No. TWIA 432 – Increased Cost of Construction

This endorsement will pay the increased cost in construction you incur due to the requirement to rebuild or repair the structure in accordance with the windstorm building code applicable to the specific area in which the structure is located in order to maintain insurance through the Texas Windstorm Insurance Association.

This coverage is additional insurance; however, in no event will payment of a covered loss under this policy including this endorsement exceed the total maximum limit of liability established by law that can be insured by the Texas Windstorm Insurance Association.

Coverage example for:

Building Insured Value = \$50,000

15% Increased Cost of Construction Coverage option

This will provide an additional \$7,500 in Insurance coverage for Building Code compliance costs.

Form No. TWIA 17 – Business Income Coverage and Extra Expense

Business income coverage is designed to supplement the insured's income when they have sustained a loss of "Business Income" and/or "Rental Value" due to the necessary suspension of the "operations" during the "period of restoration". This will include \$10,000 "Extra Expense" to pay for additional expense incurred to avoid or minimize the suspension of the operations.

- Maximum limit of liability is \$100,000 per item per occurrence (\$10,000 Extra Expense coverage is included in addition to the limit of liability provided)
- Daily limit per working day per building \$50.00 minimum to a \$1,000 maximum
- Number of working days covered is 60 days minimum to 365 days maximum

Note: These additional coverages must be elected on a per scheduled item basis.

**Please contact your Victor O. Schinnerer Windstorm Underwriter
@ (800) 284-4747 for a quote on this additional coverage.**

COINSURANCE ILLUSTRATION

Example 1: (No Penalty Applied)

80% Coinsurance

Building Replacement Cost is \$100,000
Building Limit of Liability is \$90,000
Deductible is 1% or \$1,000, whichever is greater.
Amount of the loss is \$40,000

(Step 1) – $\$100,000 \times 80\% = \$80,000$ (This is the minimum amount of liability required to meet the coinsurance requirements.)

(Step 2) – $1\% \text{ or } \$1,000 \times \$90,000 = \$900$ (The deductible applied is \$1,000.) (minimum deductible applies)

(Step 3) – $\$40,000 - \$1,000 = \$39,000$ (This is the amount TWIA will pay for the loss.)

100% Coinsurance

Building Replacement Cost is \$100,000.
Building Limit of Liability is \$100,000
Deductible is 1% or \$1,000, whichever is greater.
Amount of the loss is \$40,000

(Step 1) – $\$100,000 \times 100\% = \$100,000$ (This is the minimum amount of liability required to meet the coinsurance requirements.)

(Step 2) – $1\% \text{ or } \$1,000 \times \$100,000 = \$1,000$ (The deductible applied is \$1,000.)

(Step 3) – $\$40,000 - \$1,000 = \$39,000$ (This is the amount TWIA will pay for the loss.)

Example 2: (Penalty Applied – Underinsurance)

80% Coinsurance

Building Replacement Cost is \$100,000
Building Limit of Liability is \$70,000
Deductible is 1% or \$1,000, whichever is greater.
Amount of the loss is \$40,000

(Step 1) – $\$100,000 \times 80\% = \$80,000$ (This is the minimum amount of liability required to meet the coinsurance requirements.) Requirement not met

(Step 2) – $70,000 \div 80,000 = .875$

(Step 3) – $40,000 \times .875 = \$35,000$

(Step 4) – $\$35,000 - \$1,000 = \$34,000$ (This is the amount TWIA will pay for the loss.) The remaining \$6,000 is not covered.

COINSURANCE FORMULA

$$\frac{\text{Amount of Insurance Carried}}{\text{Amount of Insurance Required}} \times \text{Amount of the Loss}$$



VICTOR D.
SCHINNERER
& COMPANY, INC.

TWIA Windstorm Property Location Schedule

ENTITY:

City of Alvin

Policy Effective Date 10/1/2016
 Policy Expiration Date 10/1/2017

Total Values **P/R Earned**
 16,064,579 -

TWIA #	TML #	Occupancy	Address	Zip Code	D.O.C.	AREA	CONST.	(B) Bldg or (C) Contents	100% Value	Annual Premium
7	8	EMS Offices	709 E House Street	77511	1994	2700	M	B	496,090	4,893
8	8	EMS Offices - contents		77511			M	C	204,000	1,718
9	38	Equipment Storage	1100 W Hwy 6	77511	1993	5820	M	B	159,509	1,731
11	11	Fire Station	302 W House Street	77511	1986	10002	M	B	884,495	8,397
12	11	Fire Station - contents		77511			M	C	204,000	1,718
13	12	Fire Substation	310 Medic Lane	77511	1988	3200	M	B	297,478	3,044
14	12	Fire Substation - contents		77511			M	C	30,600	258
17	13	Library	105 S Gordon Street	77511	1986	18164	M	B	2,397,026	20,690
18	13	Library - contents		77511			M	C	185,908	1,621
19	37	Old Railroad Depot	119 E Willis	77511	1910	2500	F	B	332,784	4,139
20	23	Park Recreation Administration	800 Dyche Lane	77511	1993	5200	M	B	227,474	2,384
21	23	Park Recreation Administration - contents		77511			M	C	51,000	455
22	28	Police Station	1500 S Gordon Street	77511	1996	19778	M	B	2,424,000	27,858
23	28	Police Station - contents		77511			M	C	2,000,000	14,469
24	27	Senior Citizens Center	309 W Sealy Street	77511	1999	10931	M	B	967,960	9,191
25	27	Senior Citizens Center - contents		77511			M	C	80,580	719
28	24	Water Treatment Plant - contents	7100 S County Road 160	77511	1994	2841	M	C	291,075	2,394
29	82	Fire Station #3	2700 FM 1462	77511	2008	5420	M	B	872,406	8,283
30	82	Fire Station #3 - contents		77511			M	C	11,220	89
31	102	Briscoe Concession Bldg	3625 Natures Way	77511	2009	1300	M	B	234,600	2,459
32	17	Shop B	1100 W Hwy 6	77511	1970	3150	M	B	310,546	3,140
33	17	Shop B - contents					M	C	51,000	455
34	19	Office/Warehouse A	1100 W Hwy 6	77511	1970	14855	M	B	1,230,020	11,375
-- 35	19	Office/Warehouse A - contents					M	C	61,801	551
36	26	Service Facility C	1100 W Hwy 6	77511	1970	4058	M	B	172,007	1,866

TWIA Windstorm Property Location Schedule

ENTITY:

City of Alvin

Policy Effective Date 10/1/2016

Policy Expiration Date 10/1/2017

Total Values **P/R Earned**
16,064,579 -

TWIA #	TML #	Occupancy	Address	Zip Code	D.O.C.	AREA	CONST.	(B) Bldg or (C) Contents	100% Value	Annual Premium
37	26	Service Facility C - contents					M	C	51,000	455
38	104	Animal Shelter	550 W Hwy 6	77511	2014	8411	M	B	1,836,000	16,526
TOTAL VALUES:									16,064,579	150,879

Option 2

AmRisc

Carriers



QUOTATION CONFIRMATION

DATE: Aug 17, 2016
ATTN: Belinda Wallace
AGENCY: Victor O. Schinnerer & Co., Inc.
4989731

QUOTATION EXP. DATE: 9/24/2016

We are pleased to confirm the following quotation that has been received from the carrier shown below. Please note that this quotation is based on the coverage, terms and conditions listed below, which may be different from those requested in your original submission.

The terms of the quotation are as follows:

Insured Name: City of Alvin
216 W Sealy St,
Alvin, TX 77511

Carrier: Underwriters at Lloyds - Contract Facilities - AM Best A XV
Indian Harbor Insurance Company - AM Best A XV
QBE Specialty Insurance Co - AM Best A XV
Steadfast Insurance Company - AM Best A+ XV
General Security Indemnity Company of Arizona - AM Best A XV
United Specialty Insurance Company - AM Best A VIII
Princeton Excess and Surplus Lines Insurance Co - AM Best A+ XV
International Insurance Company of Hannover - AM Best A+ XV

Term: 10/1/2016 to 10/1/2017

TIV: \$24,184,233, Breakdown as follows:
Real Property \$19,651,381
Business Personal Property \$4,432,852
Business Income \$100,000

Covered Location: Per Schedule on File with AmRisc

Interest Covered: Real Property
 Business Personal Property
 Business Income

Perils Covered: Wind & Hail Only

Limit: \$24,184,233 Per Occurrence - As Scheduled

Sub-Limits:	\$100,000	Accounts Receivable
	\$100,000	Builder's Risks
	\$10,000	Builder's Risks Soft Costs
	30 Days	Maximum \$100,000, whichever is less - Civil or Military Authority
	60 Days	Maximum \$100,000, whichever is less - Contingent Time Element
	25% of loss	or \$5,000,000, whichever is less - Debris Removal
	\$50,000	Electronic Data & Media
	\$25,000	Errors & Omissions
	90 Days	Extended Period of Indemnity
	\$25,000	Extra Expense/Expediting Expense

\$50,000	Fine Arts
\$25,000	Fire Brigade Charges
\$15,000	Fungus, Molds, Mildew, Spores, Yeast (Annual Aggregate)
30 Days	Maximum \$50,000, whichever is less - Ingress/Egress
\$50,000	Leased or Rented Equipment, subject to a \$10,000 Max Any One Item
\$25,000	Leasehold Interest
\$25,000	Limited Pollution Coverage (Annual Aggregate)
\$25,000	Lock Replacement
\$25,000	Miscellaneous Unnamed Locations
\$1,000,000	Newly Acquired Property (60 Days)
Included	in Building Limit - Ordinance or Law - Coverage A
10% Per Bldg	subject to a Max of \$1,000,000 Per Occurrence - Ordinance or Law - Coverage B & C Combined
Included	in Time Element - Ordinance or Law - Coverage D
30 Days	Ordinary Payroll
\$10,000	Plants, Lawns, Trees or Shrubs (Defined Cause of Loss), limited to \$1,000 Any One plant, lawn, tree or shrub
\$10,000	Professional Fees (Annual Aggregate)
\$10,000	Reclaiming, Restoring or Repairing Land Improvement
\$10,000	Reward Reimbursement
\$10,000	Royalties
\$50,000	Service Interruption (72 Hour Qualifying Period)
\$10,000	Spoilage
\$25,000	Transit
\$100,000	Valuable Papers and Records

Sublimits apply Per Occurrence, unless noted otherwise. Sublimits are part of, not in addition to, the Limit of Liability shown above.

Deductibles: \$100,000 Per Occurrence

Valuation: Replacement Cost as respects Property Damage
Actual Loss Sustained as respects Time Element

Coinsurance: Nil as respects Property Damage
1/3rd Monthly Limitation as respects Time Element

Forms: AmRisc Compass

Endorsements: AR TRIA COV 02 15
Standard forms/ends, available upon request.

Terms & Conditions:

- No Fiat Cancellations
- 90 Day Notice of Cancellation, except 10 days for nonpayment of premium or material misstatement
- Thirty-Five Percent (35%) Minimum Earned Premium, Subject to the AmRisc Earned Premium Provision
- Fees are fully earned and nonrefundable
- Nonpayment of premium(s) is considered insured's request to cancel - Requested cancellations are subject to short-rate calculations and severe penalties
- Reinstatement penalties shall apply as per AmRisc Payment Terms and Conditions
- Any additional and/or return premium(s) under \$500 shall be waived by the underwriter
- Limits are specific per the Schedule of Values on file with the Company, NOT blanket
- All quotes and binders are subject to satisfactory inspections, recommendation compliance and financials. Inspections shall be ordered by AmRisc, L.P.
- All coverages are as per the standard forms and endorsements in use by AmRisc, L.P. at the time of binding, unless otherwise noted
- Carriers' participation may change at the time of binding or throughout the coverage period

Specific Terms & Conditions:

- 1) Coverage explicitly excludes all flooding, including but not limited to flooding during windstorm events.
- 2) All buildings with outstanding damage are excluded
- 3) Coverage excludes all damage directly or indirectly caused by any Named Storm In

existence upon AmRisc receipt of written request to bind.

- 4) This AmRisc Authorization or AmRisc Binder is based on the information submitted on the AmRisc App-SOV. In the event there is conflicting material information between that information shown on the AmRisc App-SOV and other submitted information (Acord forms/etc), the information as shown on the AmRisc App-SOV shall take precedence.

Warrants:

Warrant no losses last 3 years on properties to be covered unless specified in AmRisc Application.

Warrant no expiring AmRisc markets that are quoted herein unless exception by the underwriter

Warrant no EIFS Construction

Premium:	\$127,066.00
Policy Fee	\$750.00
Inspection Fee	\$5,300.00
Broker Fee	\$9,530.00 - Fees are 100% Earned
Surplus Lines Tax:	\$6,918.33
Stamping Office Fee:	\$213.97
Total:	\$149,778.30

Option to ELECT Terrorism Coverage:

TRIPRA Premium:	\$8,364.00
Additional Taxes:	\$317.70
Total including TRIPRA:	\$156,450.00

TERRORISM OPTION OFFER

Peril(s): "Terrorism" as defined by and per terms of TRIPRA legislation ONLY

Forms: per Issuing Company(ies). Copy of wording available upon request

Premium: \$8,354.00

Other: CRC Insurance Services requires you (the retailer) to confirm in writing the specific binding instructions of your insured as respects the acceptance or rejection of the terrorism coverage offered by this quotation. In some cases, the insurance Carrier may also require that other specific documents be signed by your insured.

Date: _____

Signature (retailer): _____

() Acceptance of Terrorism Coverage

() Rejection of Terrorism Coverage

Thank you for giving us the opportunity to work on your business.

Submission #: 4989731

City of Alvin

**Agency Response: [] Yes, please bind as quoted, effective: _____
(complete and email back)**

Signed by: _____

Date: _____

CONFIDENTIAL

DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

INSURED: City of Alvin

Account ID: 423188

LIMITS: As per the attached Authorization or Indication

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Any coverage you purchase for 'acts of terrorism' shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate unless the TRIA Program is reauthorized or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

<input type="checkbox"/>	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of \$6354
<input type="checkbox"/>	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder/Applicant's Signature _____

Print Name _____

Date _____

This notice applies to the following carriers and their respective participation quoted herein:

- Certain Underwriters at Lloyds
- Indian Harbor Insurance Company
- QBE Specialty Insurance Co.
- Steadfast Insurance Company
- General Security Indemnity Company of Arizona
- United Specialty Insurance Company

Princeton Excess and Surplus Lines Insurance Co
International Insurance Company of Hannover

If the policy issued by AmRisc, LLC excludes Flood, the following shall apply:

Flood Exclusion Acknowledgement

I understand the policy issued by AmRisc, LLC does NOT provide coverage for loss or damage caused by or resulting from Flood, including any flooding and/or storm surge associated with windstorm events.

I understand that Flood insurance can be purchased elsewhere from a private flood insurer or the National Flood Insurance Program.

It is strongly recommended that Insureds in "Special Flood Hazard Areas" or areas subject to Flooding, including flooding and/or storm surge from windstorm events, obtain Flood coverage.

I also understand that execution of this form does NOT relieve me of any obligation that I may have to my mortgagees or lenders to purchase Flood insurance.

If the policy issued by AmRisc, LLC includes Flood, the following shall apply:

Flood Coverage

I understand the policy issued by AmRisc, LLC does provide coverage for loss or damage caused by or resulting from Flood, including any flooding and/or storm surge associated with windstorm events.

I understand that loss or damage caused by or resulting from Flood, including any flooding and/or storm surge associated with windstorm events, will be subject to the Flood sublimit stated elsewhere in the policy

I understand that if I do not sign this form that my application for coverage may be denied or that my policy issued by AmRisc, LLC may be cancelled or non-renewed. I have read and I understand the information above.

Named Insured: City of Alvin
Account No.: 423188

Policyholder/Applicant's Signature

Print Name

Date



QUOTATION CONFIRMATION

DATE: Aug 17, 2016
ATTN: Belinda Wallace
AGENCY: Victor O. Schinnerer & Co., Inc.
5404798

QUOTATION EXP. DATE: 10/1/2016

We are pleased to confirm the following quotation that has been received from the carrier shown below. Please note that this quotation is based on the coverage, terms and conditions listed below, which may be different from those requested in your original submission.

The terms of the quotation are as follows:

Insured Name: City of Alvin
216 W Sealy St,
Alvin, TX 77511

Carrier: Underwriters at Lloyds - Contract Facilities

Term: 10/1/2016 to 10/1/2017

TIV: \$24,184,233, Breakdown as follows:

Real Property	\$19,651,381
Business Personal Property	\$4,432,852
Business Income	\$100,000

-OR-

\$33,008,093, Breakdown as follows:

Real Property	\$24,942,126
Business Personal Property	\$4,932,852
Other	\$3,033,115
Business Income	\$100,000

Covered Location: Per the SOV on file with the Carrier

Interests Covered: Real Property
 Business Personal Property
 Other
 Business Income

Perils Covered: Wind & Hail Only

Limit of Liability: \$90,000 Per Occurrence - As Scheduled

In Excess of: \$10,000 Per Occurrence

Coinsurance: Nil

Valuation: Follows the overlying policy valuation

Forms: Manuscript Company Forms - Following Form of Primary Declarations Page

WBB Conditions
Lloyd's Privacy Policy Statement (LSW1135B)
Schedule of Forms
Location Schedule
Certain Computer Related Loss Exclusion (IL 0935 0702)
U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders (IL P 001 01 04)
Asbestos Material Exclusion (WK 2723 02 16)
Minimum Earned Premium (WK6464 1007)
Occurrence Limit of Liability (WK 6228 1007)
Pollution and Contamination Exclusion (WK7855 1007)
Applicable Law Exclusion (LMA 5021)
Several Liability Clause (LMA5096)
Texas Surplus Lines Clause (LSW1023A)
Texas Complaint Notice (LSW1022A)
Line Slip Main Wind 1 2016

Terms & Conditions:

No Flat Cancellation
Thirty (30) Days Notice of Cancellation, except ten (10) days for non payment of premium
Non-payment of premium or non-compliance with underwriting requirements considered insured's request to cancel

Special Conditions:

If a Named Storm is in existence, binding or increase in coverage is not allowed without approval of the underwriter
100% Minimum Earned Premium
Policy term must coincide with overlying policy term; policy will expire when the overlying policy expires.

Warrant:

Overlying Wind/Hall Deductible is \$100,000 Per Occurrence

Premium:	\$7,920.00 - Premium and Fees are 100% Earned
Policy Fee	\$500.00
MGA Fee	\$100.00
Broker Fee	\$595.00
Surplus Lines Tax:	\$442.08
Stamping Office Fee:	\$13.67
Total:	\$9,570.75

Thank you for giving us the opportunity to work on your business.

Aug 17, 2016

Submission #: 5404798 City of Alvin
Agency Response: Yes, please bind as quoted, effective: _____
(complete and email back)
Signed by: _____ Date: _____

CONFIDENTIAL

Option 3

AmRisc

Carriers



QUOTATION CONFIRMATION

DATE: Aug 17, 2016
ATTN: Belinda Wallace
AGENCY: Victor O. Schinnerer & Co., Inc.
4989731

QUOTATION EXP. DATE: 9/24/2016

We are pleased to confirm the following quotation that has been received from the carrier shown below. Please note that this quotation is based on the coverage, terms and conditions listed below, which may be different from those requested in your original submission.

The terms of the quotation are as follows:

Insured Name: City of Alvin
216 W Sealy St,
Alvin, TX 77511

Carrier: Underwriters at Lloyds - Contract Facilities- AM Best A XV
Indian Harbor Insurance Company - AM Best A XV
QBE Specialty Insurance Co - AM Best A XV
Steadfast Insurance Company - AM Best A+ XV
General Security Indemnity Company of Arizona - AM Best A XV
United Specialty Insurance Company - AM Best A VIII
Princeton Excess and Surplus Lines Insurance Co - AM Best A+ XV
International Insurance Company of Hannover - AM Best A+ XV

Term: 10/1/2016 to 10/1/2017

TV: \$33,008,093, Breakdown as follows:
Real Property \$24,942,126
Business Personal Property \$4,932,852
Other \$3,033,115
Business Income \$100,000

Covered Location: Per Schedule on File with AmRisk

Interest Covered: Real Property
 Business Personal Property
 Other
 Business Income

Perile Covered: Wind & Hail Only

Limit: \$33,008,093 Per Occurrence - As Scheduled

Sub-Limits: \$1,000,000 Accounts Receivable
\$250,000 Builder's Risks
\$25,000 Builder's Risks Soft Costs
30 Days Maximum \$1,000,000, whichever is less - Civil or Military Authority
60 Days Maximum \$1,000,000, whichever is less - Contingent Time Element
25% of loss or \$5,000,000, whichever is less - Debris Removal
\$100,000 Electronic Data & Media
\$25,000 Errors & Omissions

180 Days	Extended Period of Indemnity
\$100,000	Extra Expense/Expediting Expense
\$250,000	Fine Arts
\$100,000	Fire Brigade Charges
\$15,000	Fungus, Molds, Mildew, Spores, Yeast (Annual Aggregate)
30 Days	Maximum \$100,000, whichever is less - Ingress/Egress
\$100,000	Leased or Rented Equipment, subject to a \$25,000 Max Any One Item
\$100,000	Leasehold Interest
\$100,000	Limited Pollution Coverage (Annual Aggregate)
\$25,000	Lock Replacement
\$100,000	Miscellaneous Unnamed Locations
\$1,000,000	Newly Acquired Property (60 Days)
Included	In Building Limit - Ordinance or Law - Coverage A
20% Per Bldg	subject to a Max of \$1,000,000 Per Occurrence - Ordinance or Law - Coverage B & C Combined
Included	In Time Element - Ordinance or Law - Coverage D
30 Days	Ordinary Payroll
\$100,000	Plants, Lawns, Trees or Shrubs (Defined Cause of Loss), limited to \$25,000 Any One plant, lawn, tree or shrub
\$100,000	Professional Fees (Annual Aggregate)
\$10,000	Reclaiming, Restoring or Repairing Land Improvement
\$25,000	Reward Reimbursement
\$25,000	Royalties
\$100,000	Service Interruption (72 Hour Qualifying Period)
\$25,000	Spoilage
\$100,000	Transit
\$1,000,000	Valuable Papers and Records

Sublimits apply Per Occurrence, unless noted otherwise. Sublimits are part of, not in addition to, the Limit of Liability shown above.

Deductibles: \$100,000 Per Occurrence

Valuation: Replacement Cost as respects Property Damage
Actual Loss Sustained as respects Time Element

Coinsurance: Nil as respects Property Damage
1/3rd Monthly Limitation as respects Time Element

Forms: AmRisc Compass

Endorsements: AR TRIA COV 02 15
Standard forms/ends, available upon request.

Terms & Conditions:

- No Flat Cancellations
- 90 Day Notice of Cancellation, except 10 days for nonpayment of premium or material misstatement
- Thirty-Five Percent (35%) Minimum Earned Premium, Subject to the AmRisc Earned Premium Provision
- Fees are fully earned and nonrefundable
- Nonpayment of premium(s) is considered insured's request to cancel - Requested cancellations are subject to short-rate calculations and severe penalties
- Reinstatement penalties shall apply as per AmRisc Payment Terms and Conditions
- Any additional and/or return premium(s) under \$500 shall be waived by the underwriter
- Limits are specific per the Schedule of Values on file with the Company, NOT blanket
- All quotes and binders are subject to satisfactory inspections, recommendation compliance and financials. Inspections shall be ordered by AmRisc, L.P.
- All coverages are as per the standard forms and endorsements in use by AmRisc, L.P. at the time of binding, unless otherwise noted
- Carriers' participation may change at the time of binding or throughout the coverage period

Specific Terms & Conditions:

1) Coverage explicitly excludes all flooding, including but not limited to flooding during windstorm events.

- 2) All buildings with outstanding damage are excluded
- 3) Coverage excludes all damage directly or indirectly caused by any Named Storm in existence upon AmRisc receipt of written request to bind.
- 4) This AmRisc Authorization or AmRisc Binder is based on the information submitted on the AmRisc App-SOV. In the event there is conflicting material information between that information shown on the AmRisc App-SOV and other submitted information (Acord forma/etc), the information as shown on the AmRisc App-SOV shall take precedence.

Warrants:

Warrant no losses last 3 years on properties to be covered unless specified in AmRisc Application.

Warrant no expiring AmRisc markets that are quoted herein unless exception by the underwriter

Warrant no EIFS Construction

Premium:	\$181,504.00
Policy Fee	\$750.00
Inspection Fee	\$5,300.00
Broker Fee	\$13,615.00 - Fees are 100% Earned
Surplus Lines Tax:	\$9,756.70
Stamping Office Fee:	\$301.75
Total:	\$211,227.45

Option to ELECT Terrorism Coverage:

TRIPRA Premium:	\$9,075.00
Additional Taxes:	\$453.75
Total including TRIPRA:	\$220,756.20

TERRORISM OPTION OFFER

Peril(s): "Terrorism" as defined by and per terms of TRIPRA legislation ONLY

Forms: per Issuing Company(ies). Copy of wording available upon request

Premium: \$9,075

Other: CRC Insurance Services requires you (the retailer) to confirm in writing the specific binding instructions of your insured as respects the acceptance or rejection of the terrorism coverage offered by this quotation. In some cases, the Insurance Carrier may also require that other specific documents be signed by your insured.

Date: _____

Signature (retailer): _____

() Acceptance of Terrorism Coverage

() Rejection of Terrorism Coverage

Thank you for giving us the opportunity to work on your business.

Aug 17, 2016

<p>Submission #: 4989731 City of Alvin</p> <p>Agency Response: [] Yes, please bind as quoted, effective: _____ (complete and email back)</p> <p>Signed by: _____ Date: _____</p>

CONFIDENTIAL

AmRISC Property Application and Statement of Values



Unless notified otherwise, completion of this form replaces the application, statement of values, hard copy loss runs and formally executed loss letters. This form contains the information submitted to date. The form must be completed, signed and returned for underwriter's review and acceptance within 30 days of inception. Any inaccurate information identified on the returned form is automatically deemed noted and agreed by underwriters upon receipt, so please return as soon as possible.

Named Insured: City of Alvin **Account ID:** 423188
Mailing Address: 218 West Sashley Alvin TX 77611
Nature of business: GOV MUNI

Loc No.	Address	City	State	Zip	Building Area (Sq. Ft.)	% Automatic Sprinklers	Original Year Built	ISO Const. (1 to 6)	No. of buildings
1	Per Schedule on file with AmRisc								
2									
3									
4									
5									
6									
Totals:					283,355	0%			74

If you have any questions regarding the type of construction or other information, discuss with your agent prior to signing this application.

Valuation:	RCV	RCV	ALS		
Coins:	N/A	N/A	1/3rd monthly		
Loc No.	Building	BPP	BI	Loc TIV	
1	Per Schedule on file with AmRisc				
2					
3					
4					
5					
6					
Totals:		\$24,942,126	\$7,985,987	\$100,000	\$33,688,893

When values differ from the back of the policy's limit of liability, please review carefully.

List ALL losses caused by requested perils for the prior 5 years that did or may exceed the specified threshold. Please add any losses if not listed. Incomplete loss history is considered material and may void coverage. **Threshold: \$5,000**

DOL	Description/COL	Incurred	Status (O/C)	DOL	Description/COL	Incurred	Status (O/C)
10/13/14	Wind / Hat	\$36,165	Closed				

Has any policy or coverage been declined, canceled or non-renewed during the prior 3 years (not applicable in MO.) **NO** Has any applicant been convicted of arson in the last 10 years? **NO**
 Is the applicant a S-Corporation, partnership or any other type of sole proprietor organization? **NO** Any bankruptcies or tax credit liens against applicant in prior 5 years? **NO**
 Does the applicant have any reason that they would not be aware of all losses for the prior 5 years? **NO** Has net income been negative for 2 of the past 3 years? If so, please attach Schedule K-1 for 3 years. **NO**
 For apartments, are there any HUD managed or Section 8 developments? **NO** If hospitalized, are there any alcohol distribution orders? **NO**

Explain any Yes answers. If necessary, add additional pages, which are hereby made part of the application.

Warranties:
 Warrant no losses last 5 years on properties to be covered unless specified in AmRisc Application.
 Warrant no expiring AmRisc markets that are quoted herein unless exception by the underwriter.
 Warrant no EIFS Construction.

List any Discrepancies: Discrepancies noticed by underwriters prior to a loss shall be deemed noted and agreed by underwriters. However, additional condition may be changed as of the date the information is received by underwriters.

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree. Severe cancellation penalties apply to CAT exposed property - Form is available upon request. Carriers' participation may change prior to binding or throughout the coverage period.

To the best knowledge of the applicant and the producer, the above information is true and complete. Initial each Section.

Applicant Printed Name _____ Title _____ Producer Printed Name _____
 Applicant Signature _____ Date _____ Producer Signature _____ Date _____
 Initial Each Section Above _____ AR APP 11 09

DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

INSURED: City of Avlin

Account ID: 423188

LIMITS: As per the attached Authorization or Indication

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, as amended: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Any coverage you purchase for 'acts of terrorism' shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate unless the TRIA Program is reauthorized or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

<input type="checkbox"/>	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of \$9075
<input type="checkbox"/>	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder/Applicant's Signature

Print Name

Date

This notice applies to the following carriers and their respective participation quoted herein:

Certain Underwriters at Lloyds
 Indian Harbor Insurance Company
 QBE Specialty Insurance Co
 Steadfast Insurance Company
 General Security Indemnity Company of Arizona
 United Specialty Insurance Company

Princeton Excess and Surplus Lines Insurance Co
 International Insurance Company of Hannover

If the policy issued by AmRisc, LLC excludes Flood, the following shall apply:

Flood Exclusion Acknowledgement

I understand the policy issued by AmRisc, LLC does NOT provide coverage for loss or damage caused by or resulting from Flood, including any flooding and/or storm surge associated with windstorm events.

I understand that Flood insurance can be purchased elsewhere from a private flood insurer or the National Flood Insurance Program.

It is strongly recommended that Insureds in "Special Flood Hazard Areas" or areas subject to Flooding, including flooding and/or storm surge from windstorm events, obtain Flood coverage.

I also understand that execution of this form does NOT relieve me of any obligation that I may have to my mortgagees or lenders to purchase Flood insurance.

If the policy issued by AmRisc, LLC Includes Flood, the following shall apply:

Flood Coverage

I understand the policy issued by AmRisc, LLC does provide coverage for loss or damage caused by or resulting from Flood, including any flooding and/or storm surge associated with windstorm events.

I understand that loss or damage caused by or resulting from Flood, including any flooding and/or storm surge associated with windstorm events, will be subject to the Flood sublimit stated elsewhere in the policy

I understand that if I do not sign this form that my application for coverage may be denied or that my policy issued by AmRisc, LLC may be cancelled or non-renewed. I have read and I understand the information above.

Named Insured: City of Alvin
Account No.: 423188

Policyholder/Applicant's Signature

Print Name

Date



QUOTATION CONFIRMATION

DATE: Aug 17, 2016
ATTN: Belinda Wallace
AGENCY: Victor O. Schinnerer & Co., Inc.
5404798

QUOTATION EXP. DATE: 10/1/2016

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In Excess of: \$10,000 Per Occurrence

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Valuation: Follows the overlying policy valuation

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Declarations Page

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Schedule of Forms
Location Schedule
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Asbestos Material Exclusion (WK 2723 02 15)
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Line Slip Main Wind 1 2016

Terms & Conditions:

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Thirty (30) Days Notice of Cancellation, except ten (10) days for non payment of premium
Non-payment of premium or non-compliance with underwriting requirements considered insured's request to cancel

Special Conditions:

If a Named Storm is in existence, binding or increase in coverage is not allowed without approval of the underwriter
100% Minimum Earned Premium
Policy term must coincide with overlying policy term; policy will expire when the overlying policy expires.

Warrant:

Overlying Wind/Hail Deductible is \$100,000 Per Occurrence

Premium:	\$7,920.00 - Premium and Fees are 100% Earned
Policy Fee	\$500.00
MGA Fee	\$100.00
Broker Fee	\$595.00
Surplus Lines Tax:	\$442.08
Stamping Office Fee:	\$13.67
Total:	\$9,570.75

Thank you for giving us the opportunity to work on your business.

Aug 17, 2016

Submission #: 5404798	City of Alvin
Agency Response: <input type="checkbox"/> Yes, please bind as quoted, effective:	_____
(complete and email back)	
Signed by: _____	Date: _____

CONFIDENTIAL



AGENDA COMMENTARY

Meeting Date: 9/1/2016

Department: Economic Development **Contact:** Larry Buehler, Director of Economic Develop.

Agenda Item: Consider Ordinance 16-T; repealing Ordinance No. 06-III, whereby the City Council adopted the Economic Development Policy for the City of Alvin, Texas; and repealing Ordinance Nos. 11-CCC and 13-Y; whereby the City Council re-adopted the Economic Development Policy of the City of Alvin, Texas.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: This ordinance repeals the ordinances that adopted the City's existing Economic Development Policy since its initial adoption in 2007. The Economic Development Policies were previously adopted by ordinance. There is no state law requirement to use an ordinance to do so, thus, being that this is a policy, it is recommended that Council adopts policy(ies) by resolution. Resolution 16-R-23 provides the current Economic Development Policy for Council's subsequent consideration upon repeal of the relevant ordinances.

Funding Expected: Revenue ___ Expenditure ___ N/A **Budgeted Item:** Yes ___ No ___ N/A

Account Number: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No ___

Legal Review Required: N/A ___ Required **Date Completed:** August 23, 2016

Supporting documents attached:

- Ordinance 16-T

Recommendation: Move to approve Ordinance 16-T; repealing all prior ordinances that adopted the City of Alvin Economic Development Policy.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

ORDINANCE NO. 16-T

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS REPEALING ORDINANCE NO. 06-III, WHEREBY THE CITY COUNCIL ADOPTED THE ECONOMIC DEVELOPMENT POLICY FOR THE CITY OF ALVIN, TEXAS; AND REPEALING ORDINANCE NOS. 11-CC and 13-Y; WHEREBY THE CITY COUNCIL RE-ADOPTED THE ECONOMIC DEVELOPMENT POLICY FOR THE CITY OF ALVIN, TEXAS; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City of Alvin adopted the Economic Development Policy (“the Policy”) January 4, 2007 by Ordinance No. 06-III, and the Policy was re-adopted June 16, 2011 by Ordinance No. 11-CC and again re-adopted June 20, 2013 by Ordinance No. 13-Y; and

WHEREAS, the City of Alvin will continue to adopt an Economic Development Policy, however, the City of Alvin now adopts policy by resolution not by ordinance; and

WHEREAS, the Council desires to repeal the prior ordinances and adopt an Economic Development Policy by resolution; **NOW, THEREFORE**,

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

Section 1. That the City Council of the City of Alvin, Texas hereby repeals Ordinance No’s. 06-III, 11-CC and 13-Y in their entirety.

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

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

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

PASSED AND APPROVED on first reading this ____ day of _____, 2016.

ATTEST:

CITY OF ALVIN, TEXAS

By: _____
Dixie Roberts, City Clerk

By: _____
Paul A. Horn, Mayor



AGENDA COMMENTARY

Meeting Date: 9/1/2016

Department: Economic Development **Contact:** Larry Buehler Director of. Economic Dev.

Agenda Item: Consider Resolution 16-R-23; adopting the Economic Development Policy for the City of Alvin; including criteria and guidelines governing tax abatement, tax increment reinvestment zones and additional economic incentives within the City; and setting forth related matters thereto.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: The Texas Tax Code, Chapter 312.002(c) recommends cities renew its Economic Development Policy every two (2) years as it relates to tax abatement guidelines. This policy is used by staff as a guideline to work with development projects. No changes are being requested to the comprehensive policy renewed in 2013.

Funding Expected: Revenue ___ Expenditure ___ N/A **Budgeted Item:** Yes ___ No ___ N/A

Account Number: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No ___

Legal Review Required: N/A ___ Required **Date Completed:** August 23, 2016

Supporting documents attached:

- Res 16-R-23
- Exhibit 1 - Alvin Economic Development Policy with Exhibits

Recommendation: Move to approve Resolution 16-R-23; adopting the City of Alvin Economic Development Policy.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

RESOLUTION NO. 16-R-23

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ADOPTING THE ECONOMIC DEVELOPMENT POLICY FOR THE CITY OF ALVIN, TEXAS; INCLUDING CRITERIA AND GUIDELINES GOVERNING TAX ABATEMENT, TAX INCREMENT REINVESTMENT ZONES AND ADDITIONAL ECONOMIC INCENTIVES WITHIN THE CITY; AND SETTING FORTH OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Alvin is committed to establishing long-term economic vitality, an essential key to the growth of any community, by responding and preparing for challenges and changes in an environment characterized by ongoing competition for sustained economic advantage and identity; and

WHEREAS, the City of Alvin's intent is to take steps to preserve the historical buildings and facades in the downtown development area, and encourage downtown enhancement reinvigoration, supported by the Comprehensive Master Plan; and

WHEREAS, in an effort to enrich an already substantial diversity of economic activity, the City of Alvin City Council desires to adopt the *Economic Development Policy* attached as Exhibit 1; and

WHEREAS, the City has established criteria and guidelines governing tax abatement within the City pursuant to Chapter 312 of the Tax Code; and

WHEREAS, the City has by ordinance created a tax increment financing reinvestment zone pursuant to Chapter 311 of the Tax Code, and used the tax increments accrued in said zone to construct public improvements intended to spur economic development of the zone; and

WHEREAS, the City has nominated an area of the City for designation by the State, acting through its Department of Commerce, as an enterprise zone pursuant to Chapter 2303, Tex. Gov't Code, the Texas Enterprise Zone Act; and

WHEREAS, Article 3, Section 52-a of the State Constitution, authorizes the Legislature to provide for the creation of programs for the making of loans and grants of public money for the public purposes of development and diversification of the economy of the State; and

WHEREAS, the Legislature, in Chapter 1509, Tex. Gov't Code, has authorized home rule cities to acquire land and buildings for the purpose of leasing the land or improvements thereto to private companies for use in manufacturing or other commercial activity; and

WHEREAS, the Legislature, in Chapter 380 of the Local Government Code, has authorized home rule cities to establish programs for making loans and grants of public money to promote State or local economic activity within their boundaries; and

WHEREAS, Chapter 312 of the Tax Code recommends the City renew its Economic Development Policy every two years as it relates to tax abatement guideline; and

WHEREAS, the City Council has considered the renewal of the Economic Development Policy and deems it in the public interest to authorize this action; and

WHEREAS, Ord. 16-T repealed the prior ordinances that adopted and re-adopted the prior Economic Development Policy for the City of Alvin; and

WHEREAS, the Economic Development Policy for the City of Alvin, Texas is attached hereto as Exhibit "1" (and incorporated herein by reference); and

WHEREAS, this resolution approves and authorizes the adoption of the Economic Policy for the City of Alvin, Texas; **NOW, THEREFORE**,

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

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

Section 2. Proceedings. That the Economic Development Policy of the City of Alvin, Texas attached hereto as Exhibit "1" is hereby adopted.

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

Section 4. Effective Date. The Economic Development Policy of the City of Alvin, Texas shall take effect upon the passage of this resolution.

PASSED AND APPROVED on this the _____ day of _____, 2016.

ATTEST:

CITY OF ALVIN, TEXAS

By: _____
Dixie Roberts, City Clerk

By: _____
Paul A. Horn, Mayor

“EXHIBIT 1”

ECONOMIC DEVELOPMENT POLICY FOR THE CITY OF ALVIN, TEXAS

RE-ADOPTED _____
Via Resolution 16-R-23

I. Criteria and Guidelines Governing Tax Abatement.

A. Definitions.

“*Abatement*” means the full or partial exemption from ad valorem taxes of certain real property in a reinvestment zone designated by the City for economic development purposes.

“*Agreement*” means a contract between a property owner or lessee and the City.

“*Base Year Value*” means the assessed value of eligible property on January 1st of the year of the execution of the tax abatement Agreement, plus the agreed upon value of eligible property improvements made after January 1 but before the execution of the Agreement.

“*Deferred Maintenance*” means those improvements necessary for continued operation but which do not improve productivity or alter any process technology. Exterior improvements (e.g., painting, installing, repairing, removing or replacing a facade) to the exteriors of buildings in the Downtown Development Area which are designed to improve visual appearance of property are not deferred maintenance.

“*Downtown Development Area*” is an approximately 22 block area of downtown Alvin as shown by the map and description attached hereto as Exhibit “A”.

“*Eligible Facilities*” means those new, expanded, or modernized buildings and structures, including fixed machinery and equipment, which are reasonably likely as a result of granting abatement, to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment zone that would be a benefit to the property and that would contribute to the economic development within the City Eligible Facilities in all commercial/industrial tax abatement reinvestment zones include manufacturing, distribution and storage facilities, office buildings, transportation facilities, and entertainment complex. Additional Eligible Facilities in reinvestment zones established in the Downtown Development Area include retail stores, apartment buildings, restaurants and entertainment facilities (excluding sexually oriented businesses).

“*Expansion*” means the addition of buildings, structures, machinery, equipment or payroll for purposes of increasing production capacity.

“*Facility*” means property improvements completed or in the process of construction which together comprise an integral whole.

“*Gordon Street Corridor Area*” is an area of Alvin as shown by the map and description attached hereto as Exhibit “B”. More rightly described as property tracts adjacent to Gordon Street.

“*Ineligible Property*” means the following types of property which shall be fully taxable and ineligible for tax abatement: land, inventories, supplies, deferred maintenance and property to be rented or leased.

“*Manufacturing Facility*” means buildings and structures, including fixed machinery and equipment, the primary purpose of which is or will be the manufacturing of tangible goods or materials or the processing of such goods or materials by physical or chemical change.

“*Modernization*” means a complete or partial demolition of Facilities and the complete or partial reconstruction or installation of a Facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery or equipment, or both. Modernization in the Downtown Development area includes painting of exterior walls, restoring, removing or installing a facade and related exterior improvements designed to visually improve the exterior of a building or block.

“*New Facility*” means a property previously undeveloped which is placed into service by means other than or in conjunction with Expansion and Modernization.

“*Other Basic Industry*” means buildings or structures, including fixed machinery and equipment not elsewhere described, used or to be used for the production of products or services, which primarily serve a market outside of the city.

“*Productive Life*” means the number of years a property improvement is expected to be in service for a facility.

“*Regional Distribution Facility*” means buildings and structures, including fixed machinery and equipment, used or to be used primarily to receive, store, service, or distribute goods or materials owned by the facility operator where a majority of the goods or services are distributed outside of the city.

“*Regional Entertainment / Tourism Facility*” means buildings and structures, including fixed machinery and equipment, used or to be used to provide entertainment and/or tourism related services, from which a majority of revenues generated by the activity at the facility are derived from outside of the city.

“*Regional Service Facility*” means buildings and structures, including fixed machinery and equipment, used or to be used to service goods where a majority of the goods being serviced originate from outside of the city.

“*Research Facility*” means buildings and structures, including machinery and equipment, used or to be used primarily for research or experimentation to improve new tangible goods or materials or to improve or develop the production processes thereto.

B. Statement of Purpose.

The City is committed to the promotion of high quality commercial and industrial development in all parts of the City, and in the ongoing improvement of the quality of life for its citizens. Additionally, the purpose of this Economic Development Policy is to promote the retention and expansion of existing businesses in the Downtown Development Area and Gordon Street Corridor and to assist in attracting new business to these areas. Further, it is the City’s intent to encourage the rehabilitation and restoration of historic structures in these areas, defined by a building or structure that is at least fifty (50) years old. These objectives may be served by the enhancement and expansion of the local economy. The City will consider granting property tax abatement, on a case-by-case basis, as a stimulus for economic development in accordance with the criteria and guidelines established herein. Nothing herein shall imply or suggest that the City is under any obligation to provide tax abatement to any applicant, that any applicant has a property right or interest in tax abatement, or that the City is precluded from considering other options which may be in the best interest of the City.

C. Designation of Tax Abatement Reinvestment Zones.

The City will consider designating areas within the City limits or extraterritorial jurisdiction of the City as commercial-industrial tax abatement reinvestment zones which meet one or more of the criteria for designation of a reinvestment zone under Section 312.202 of the Tax Code, and where the property owner meets the minimum qualifications to qualify for a tax abatement under Part I.D.2. of this Policy. Designation of an area as a tax abatement reinvestment zone is a prerequisite to entering into a tax abatement agreement with the owner of the property in a particular area. Property located within a City created (and State-approved) Enterprise Zone or within the City's Tax Increment Financing Reinvestment Zone is eligible for consideration for tax abatement agreements without the necessity of separate designation as a tax abatement reinvestment zone.

D. Abatement Authorized.

1. Eligible Facilities. Upon application, the City will consider granting tax abatement on Eligible Facilities as hereinafter provided.

- a. Creation of New Value. The City will consider granting tax abatement only for the additional value of Eligible Facilities made subsequent to, and specified in, an abatement agreement between the City and the property owner or lessee, subject to such limitations as the City may require.
- b. New and Existing Eligible Facilities. The City will consider granting abatement for new Eligible Facilities and for improvements to existing Eligible Facilities for purposes of Modernization and Expansion.

- c. Eligible Property. The City will consider granting abatement to the value of real property improvements (buildings, structures, fixed [permanently attached] machinery and equipment, site improvements, related fixed improvements necessary to the operation and administration of the Facility), and personal property (excluding inventory or supplies) with a Productive Life of ten years or more.
- d. Ineligible Property. The following types of property shall remain fully taxable and ineligible for tax abatement: land, supplies, inventory, Deferred Maintenance, property to be rented or leased except as provided in subpart (5) below, and other property which has a Productive Life of less than ten years.
- e. Owned/Leased Facilities. If a Leased Facility is granted abatement, the agreement shall be executed with the lessor and the lessee.

2. Standards for Tax Abatement

- a. Minimum Standards. The City will consider tax abatement only on eligible facilities which meet at least two of the following criteria and that meet the requirements set forth in Part I.D.2.b and c.
 - (1) The project involves a minimum increase in property value of three-hundred percent (300%) for construction of a new facility, or fifty percent (50%) for expansion of an existing facility, with an overall new investment of at least \$1 million in taxable assets. For eligible facilities in any reinvestment zone within the Downtown Development Area, the project must involve either a minimum increase in property value of one-hundred and fifty percent (150%) for construction of a new facility, or twenty-five percent (25%) for expansion or façade improvements of an existing facility, with an overall new investment of at least \$50,000 in taxable assets.
 - (2) The project makes a substantial contribution to redevelopment efforts, special area plans, or strategic economic development programs by enhancing either functional or visual characteristics, e.g., historical structures, traffic circulation, parking facades, materials, signs.
 - (3) The project has high visibility, image impact, or is of a significantly higher level of development quality.
 - (4) The project is an area which might not otherwise be developed because of constraints of topography, ownership patterns, site configuration, etc.
 - (5) The project can serve as a prototype and catalyst for other development of a higher standard.

- (6) The project stimulates desired concentrations of employment or commercial activity.
 - (7) The project generates greater employment than would otherwise be achieved, e.g., commercial/industrial versus manufacturing versus warehousing.
 - (8) For eligible facilities in any reinvestment zone within the Downtown Development Area, the project improves the aesthetic appearance of the neighborhood, brings new jobs to the Downtown area, increases the availability of public parking, or increases the amount of green space (landscaping).
- b. Minimum Required Investment. An applicant requesting tax abatement shall agree as a condition of any tax abatement ultimately approved by the City Council to expend a certain minimum amount of funds on real or personal property improvements, or to create a certain number of jobs, as provided in Exhibit "C". Additional Downtown Development Area incentives are available as depicted in Exhibit "C". Additional Gordon Street Corridor Area incentives are available as depicted in Exhibit "C".

Projects involving an investment in real property in excess of \$10,000,000 (\$100,000 in the Downtown Development Area, and \$250,000 in the Gordon Street Corridor Area) or the creation of more than 175 new full time jobs (25 in the Downtown Development Area and the Gordon Street Corridor Area), or requests for tax abatement for more than 5 years, will be individually negotiated.

If a request for tax abatement is justified on the basis of the purchase and maintenance of eligible personal property or on the creation of jobs, the applicant must agree to maintain the personal property or jobs for a period of not less than twice the period for which tax abatement is granted. For example, if an applicant requests and receives 75% tax abatement for five years based on the purchase and maintenance of eligible personal property, the applicant must agree in the tax abatement agreement, subject to recapture of all abated taxes, to maintain the personal property on the property tax roll for not less than ten years.

Personal property with a useful life of less than ten years is not eligible for tax abatement. Personal property on site prior to the effective date of the tax abatement agreement is not eligible. Supplies and inventory are ineligible for tax abatement under this policy and State law.

As used herein, the creation of jobs refers to the creation of a job paying not less than \$10 per hour. To qualify for a level of tax abatement, e.g., 25%, based on the creation of a specific number of jobs, you must commit to hiring the required effective number of employees by the end of year 2 of the agreement. To calculate the effective number of jobs created: (1) calculate the total annual payroll created (based on the number of employees you will hire at various annual salaries); (2) divide this annual payroll by \$20,640 (our calculated annual salary for a \$10/hr employee); and (3) round this figure to the nearest whole integer.

- c. Additional or Enhancement Factors. In addition to the minimum investment or job creation criteria listed in subsection b above, the following factors, among others,

shall be considered in determining whether to grant tax Abatement, and if so, in what percentage of value to be abated and the duration:

- (1) value of land and existing improvements, if any;
- (2) type and value of proposed improvements;
- (3) productive life of proposed improvements;
- (4) number of existing jobs to be retained by proposed improvements;
- (5) number, salary, and type of new jobs to be created by proposed improvements;
- (6) amount of local payroll to be created;
- (7) whether the new jobs to be created will be filled by persons residing or projected to reside within the City;
- (8) amount of local sales taxes to be generated directly;
- (9) the costs, if any, to be incurred by the City to provide facilities or services directly resulting from the new improvements;
- (10) the amount of ad valorem taxes to be paid the City during the Abatement period considering the existing values, the percentage of new value abated, the Abatement period, and the projected property value after expiration of the Abatement period;
- (11) population growth that occurs directly as a result of new improvements;
- (12) the types and value of public improvements, if any, to be constructed and paid for by the applicant seeking Abatement;
- (13) the extent to which the proposed improvements compete with existing businesses;
- (14) the positive or negative impact on the opportunities of existing businesses;
- (15) the attraction of other new businesses to the area;
- (16) the overall compatibility with the City's subdivision regulations, and over-all comprehensive plan; and
- (17) whether the project is environmentally compatible with the community (no appreciable negative impact on quality-of-life perceptions).

Each Eligible Facility shall be reviewed on its merits utilizing the factors provided above. After such review, abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation.

3. Abatement barred in certain circumstances.

Neither a reinvestment zone nor an abatement agreement shall be authorized, if the City Council determines that:

- a. there would be a substantial adverse effect on the provision of government service or tax base;
- b. the applicant has insufficient financial capacity to meet the requirements of the proposed abatement agreement;

- c. planned or potential use of the property would constitute a hazard to public safety, health, or morals;
- d. approval of a reinvestment zone or abatement agreement would violate State or Federal laws or regulations; or
- e. there exists any other valid reason for denial deemed appropriate by the City.

4. Property subject to Taxation. From the execution of an Abatement Agreement to the end of the effective abatement period under the Agreement, taxes shall be payable as follows:

- a. the value of ineligible property (Part I.D.1.d.) shall be fully taxable;
- b. the base year value of existing eligible property as determined each year shall be fully taxable;
- c. the additional value of new eligible property shall be taxed in the manner and for the period provided for in the Abatement Agreement; and
- d. the additional value of new, eligible property shall be fully taxable at the end of the Abatement period.

5. Application for Tax Abatement.

- a. Any present or potential owner of taxable property within the City of Alvin may request the creation of a reinvestment zone and a tax abatement agreement by filing a written request with the City Clerk. The application shall then be forwarded to the City Manager or his designee for review. After processing the application, the City Manager shall make a recommendation to the City Council of the City for final disposition.
- b. The request shall include, among other things, the following: (i) a general description of the project, including the purpose and an explanation of the improvements as well as how the project will meet these guidelines and criteria; (ii) expansion or new improvements which will be a part of the facility; (iii) a descriptive list of the improvements which will be part of the Facility; (iv) a map showing the location of the property, all roadways within 500 feet of the site and all existing land uses within 500 feet of the site [a complete legal description shall be provided if the property is described by metes and bounds]; and (v) a time schedule for undertaking and completing the planned improvements. In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form shall require such financial and other information as the city deems appropriate for evaluating the financial capacity of and other factors regarding the applicant.

- c. Prior to the adoption of an ordinance designating a reinvestment zone, the City shall hold a public hearing on the designation. Notice shall be given as provided by §312.201, Tax Code, i.e., (1) written notice to the presiding officer of the governing body of each taxing unit which includes within its boundaries real property that is to be included in the proposed reinvestment zone, such notice to be given not later than the seventh (7th) day before the public hearing; and (2) publication in a newspaper of general circulation within the City not later than the seventh (7th) day before the public hearing.
- d. The City shall not establish a reinvestment zone for the purpose of Abatement if it finds that the request for the abatement was filed after the commencement of construction of a New Facility, or alteration, Modernization, Expansion of an existing Facility.
- e. Information that is provided to the City in connection with an application or request for tax abatement and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which tax abatement is sought is confidential and not subject to public disclosure until the Abatement Agreement is executed.

6. Tax Abatement Agreements

- a. After preliminary approval of an application for tax abatement, the City shall formally pass a resolution authorizing an Agreement with the owner (and lessee, where applicable) of the Facility, which Agreement shall include, but not be limited to:
 - (1) The kind, number, and location of all proposed improvements of the property;
 - (2) A provision for access to and authorize inspection of the property by municipal employees to ensure that the improvements or repairs are made according to the specifications and conditions of the Agreement;
 - (3) Limits for the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period the property tax exemptions are in effect;
 - (4) A provision for recapturing property tax revenue lost as a result of the Agreement if the owner of the property fails to make the improvements or repairs as provided by the Agreement;
 - (5) Each term agreed to by the owner of the property;
 - (6) A requirement that the owner of the property annually certify to the governing body of each taxing unit that the owner is in compliance with each applicable

term of the Agreement and provide documentation sufficient to allow the City to verify compliance;

- (7) A provision that the City Council may cancel or modify the Agreement if the property fails to comply with the Agreement or the owner fails to provide the documentation necessary to allow the City to determine compliance with the agreement;
 - (8) The percentage of value to be abated each year; and
 - (9) The commencement date and the termination date of Abatement.
- b. The City shall give notice as provided by the Tax Code, i.e., written notice to the presiding officer of the governing body of each taxing unit in which the property to be subject to the agreement is located, no later than the seventh day before the date the City Council considers approval of a tax abatement agreement.
 - c. To be effective, a tax abatement agreement must be approved by the affirmative vote of a majority of the members of the City Council at a regularly scheduled meeting of the City Council.
 - d. Agreements shall normally be approved or disapproved within sixty (60) days from the date the applicant filed a properly completed application for tax abatement with the City Manager.

7. Recapture of Abated Taxes Upon Default.

- a. In the event that the company or individual:
 - (1) allows its ad valorem taxes owed the City to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest, or
 - (2) violates any of the terms and conditions of the Abatement Agreement, and fails to cure during the Cure Period hereinafter described, then

the Agreement may be terminated, and the company or individual whose Agreement is terminated shall repay, as liquidated damages, all taxes previously abated by virtue of the Agreement to the City within thirty (30) days of the termination, with interest not to exceed the highest lawful rate.

- b. Should the City determine that the company or individual is in default according to the terms and conditions of its Agreement, the City shall notify the company or individual of such default in writing at the address stated in the Agreement, and if such is not cured within sixty (60) days from the date of such notice (“Cure Period”), then the Agreement may be terminated.

8. Administration.

- a. The Chief Appraiser of the Brazoria County Appraisal District will annually determine an assessment of the real and personal property comprising the reinvestment zone. Each year, the company or individual receiving abatement shall furnish the Appraiser with such information as may be necessary for the Abatement. Once value has been established, the Chief Appraiser will notify the City of the amount of the assessment.
- b. An abatement agreement shall stipulate that employees or designated representatives of the City will have access to the reinvestment zone during the term of the Abatement to inspect the Facility to determine if the terms and conditions of the agreement are being met. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with representatives of the company or individual and in accordance with its safety standards.
- c. Upon completion of construction, the designated representative of the City shall annually evaluate each Facility receiving Abatement to insure compliance with the agreement, and a formal report shall then be made to the City Council of Alvin regarding the findings of the evaluation.

9. Assignment of Tax Abatement Agreements.

Abatement may be transferred and assigned by the holder to a new owner or lessee of the same Facility upon the approval by resolution of the City subject to the financial capacity of the assignee and provided that all conditions and obligations in the Abatement Agreement are guaranteed by the execution of a new contractual Agreement with the City. No assignment or transfer shall be approved if the parties to the existing Agreement, the new owner or new lessee, are liable to any jurisdiction for outstanding taxes or other obligations. Approval of assignments will not be unreasonably withheld.

10. Sunset Provision.

These tax abatement criteria and guidelines are effective upon the date of their adoption and will remain in force for two years, unless amended by three-quarters vote of the City Council, at which time all reinvestment zones and tax abatement agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the criteria and guidelines may be modified, renewed or eliminated.

II. Availability of Tax Increment Reinvestment Zones for Public Improvements.

A. Existence of Tax Increment Reinvestment Zones.

The City of Alvin has previously created Tax Increment Reinvestment Zones. To be designated as a Tax Increment Reinvestment Zone (TIRZ), an area must meet the criteria established for reinvestment zones under Section 311.005 of the Tax Code. Designation of an area of the City as an enterprise zone under Chapter 2303, Tex. Gov't Code, as amended from time to time, the Texas Enterprise Zone Act, qualifies an area automatically for designation as a tax increment financing reinvestment zone.

B. Development agreements.

The City will consider entering into development agreements with the owners of property within a TIRZ where construction of a public improvement(s), e.g., a street, sewer or water line, bridge, railroad spur, or drainage project, using tax increment funds is likely to result in the significant expansion or modernization of an existing facility, the construction of a major new facility, the creation of a significant number of new jobs, or otherwise accomplishes one of the major goals of Chapter 311 of the Tax Code. The City Council may by ordinance or resolution, with the advice and recommendation of the Board of Directors of a Tax Increment Reinvestment Zone may establish minimum criteria for consideration of development agreements.

III. Additional Economic Incentives within the City

A. Designation of Enterprise Zone.

The City of Alvin has an area of the City designated as an enterprise zone by the State of Texas, acting through its Department of Commerce, under Chapter 2303, Tex. Gov't Code, as amended from time to time (the Texas Enterprise Zone Act). As having an approved area designated as an enterprise zone by the State, the City will consider granting several types of economic incentives with the enterprise zone.

1. Sales and use tax refunds.

- a. Minimum qualifications. To encourage development of the Enterprise Zone, the City will consider granting sales and use tax rebates to businesses within the Enterprise Zone which:
 - (1) meet the definition of “qualified businesses” for purposes of the Texas Enterprise Zone Act;
 - (2) meet the qualifications for, and receive designation by the State as an enterprise project as an enterprise project as provided for in the Texas Enterprise Zone Act.
- b. Eligible taxes. The City may agree to a refund of its sales and use taxes paid by qualified business designated as an enterprise project on the purchase, lease, or rental of equipment or machinery for use in an enterprise zone or on the purchase of material for use in remodeling, rehabilitating, or constructing a structure in the Enterprise Zone.

- c. Agreement required. The City will, by development agreement, consider refunding up to one-half (1/2) of the eligible sales and use tax paid by a qualified business and enterprise project for a period of up to two (2) years.
- d. Documentation required. A qualified business and enterprise project entitled to a refund of sales and use tax under this Section by agreement shall pay the entire amount of State and local sales and use taxes at the time of purchase. A qualified business and enterprise project entitled to a refund of sales and use tax by agreement may request a refund once each year in writing. A qualified business and enterprise project entitled to a refund of sales and use tax by agreement must provide documentation necessary to support a refund claim in a form prescribed by the City's Director of Finance.

2. Waiver of permit fees.

By resolution, the City Council may adopt a policy to waive certain building, permit, license or development fees to qualified businesses which have been designated as enterprise projects within the Enterprise Zone.

B. Other economic incentives within the City.

1. Pursuant to authority delegated by the Legislature to cities under Chapter 380 of the Local Government Code, and as authorized by Article 3, Section 52-a of the Texas Constitution and the City Charter, the City will consider making loans or grants of public funds or property, or the selling or leasing City property at or below the fair market value of said property, to promote State or local economic development and to stimulate business and commercial activity within the City, provided that the applicant meets the minimum requirements established by the City Council.
2. Upon application, the City may consider one or more of the following economic tools to encourage economic development:
 - (a) The City may purchase tracts of land in the City to encourage economic development if it determines that assembly of smaller tracts into larger tracts will promote the sale or development of property over the long term. The City may also purchase land to sell or lease to a qualified business in the City, if it determines that a qualified business meets the minimum requirements for additional incentives set out below.
 - (b) As further authorized by Section 2303.513, Tex. Gov't Code, as amended from time to time, the City may sell or lease City-owned property to private developers, if the City Council determines that the property is not needed for any other public purpose, and that sale of the property to a private developer will result in capital improvements or the creation of new jobs within the City. The City will generally sell or lease public property at its fair market value, but will consider making a one-time grant to an applicant, or selling or leasing property at less than fair market value. To qualify for

additional incentive, a qualified business must agree to the following minimum investment in both improvements to real property (new construction or expansion of existing facility) and the creation of jobs set forth in the table of Exhibit “D”. The amount of the grant is set forth in Exhibit “D”.

C. Additional economic incentives in Downtown Development Area.

1. Pursuant to authority delegated by the Legislature to cities under Chapter 380 of the Local Government Code, and as authorized by Article 3, Section 52-a of the Texas Constitution, the City will consider making loans or grants of public funds or property, or the selling or leasing City property at or below the fair market value of said property, to promote State or local economic development and to stimulate business and commercial activity in the Downtown Development Area, as shown on Exhibit “A”, provided that the applicant meets the minimum requirements established by the City Council.
2. Upon application, the City of Alvin will consider one or more of the following economic tools to encourage economic development in the Downtown Development Area:
 - (a) The City may purchase tracts of land in the Downtown Development Area to encourage economic development if it determines that assembly of smaller tracts into larger tracts will promote the sale or development of property over the long term. The City may also purchase land to sell or lease to a qualified business in the Downtown Development Area, if it determines that a qualified business meets the minimum requirements for additional incentives set out below.
 - (b) As further authorized by Section 2303.513, Tex. Gov’t Code, as amended from time to time, the City may sell or lease City-owned property to private developers, if the City Council determines that the property is not needed for any other public purpose, and that sale of the property to a private developer will result in capital improvements or the creation of new jobs in the Downtown Development Area. The City will generally sell or lease public property at its fair market value, but will consider making a one-time grant to an applicant, or selling or leasing property at less than fair market value. To qualify for additional incentive, a qualified business must agree to the following minimum investment in both improvements to real property (new construction or expansion of existing facility) and the creation of jobs set forth in the table of Exhibit “E”. The amount of the grant is set forth in Exhibit “E”.
3. In order for a proposal to be considered for the Additional Incentives under this Part III, an applicant is required to submit a Business Plan detailing sufficient information to evaluate the development and the opportunities for success. A development agreement will establish performance standards for the applicant and will provide clauses that insure the return of monetary or real incentives granted for a project in the event that the project is not undertaken within a specified time or the applicant does not comply with the performance standards or terms of the agreement.

Exhibit "A" Downtown Development Area

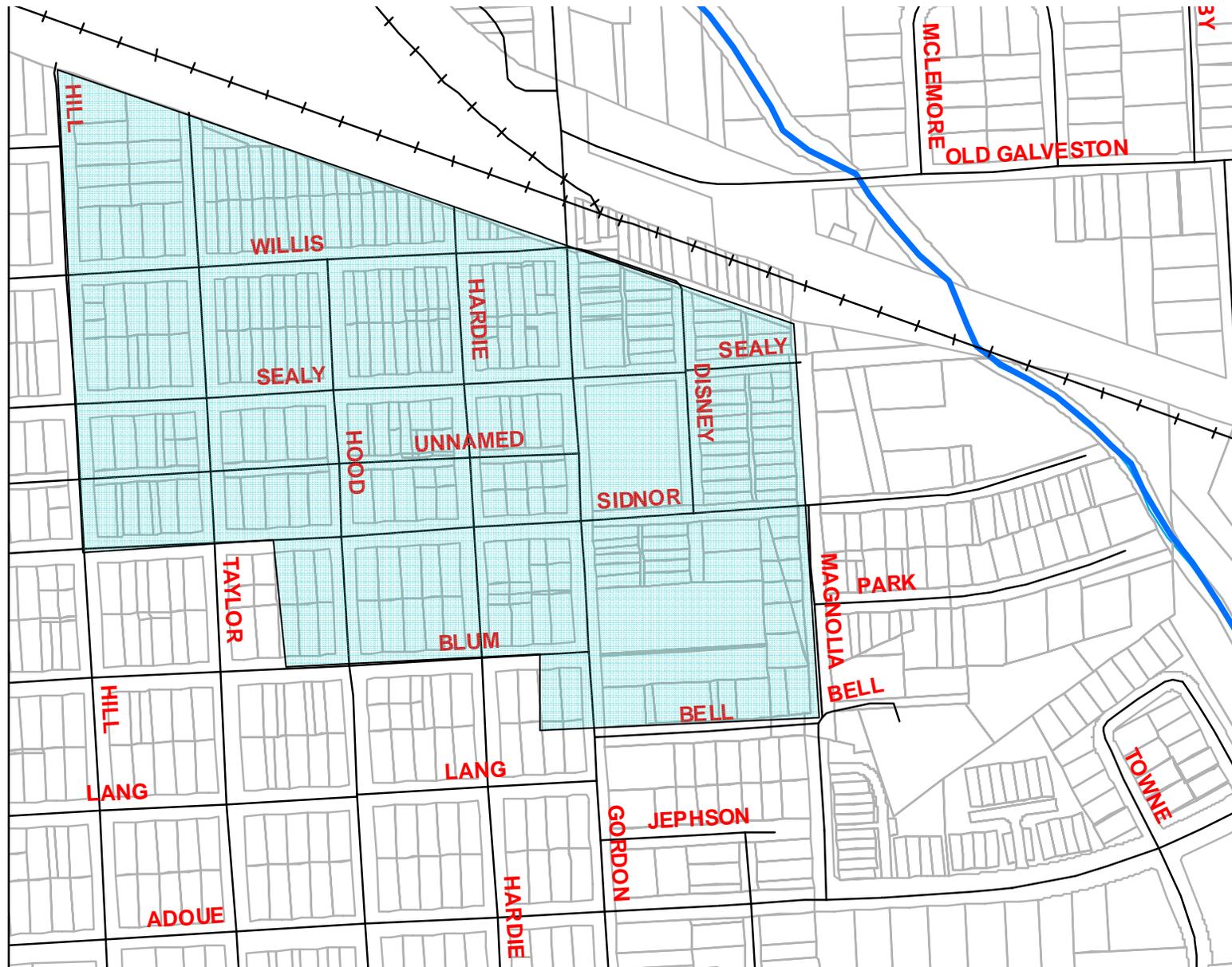


Exhibit “C”

Minimum Eligible Property Improvements and Minimum Job Creation Table	10 - Jobs	25 - Jobs	50 - Jobs	75 - Jobs	100 - Jobs	125 - Jobs	150 - Jobs	175 - Jobs	200 - Jobs	225 - Jobs
	\$1MM - Eligible Property	55%	60%	65%	70%	75%	80%	85%	90%	95%
\$2MM - Eligible Property	60%	65%	70%	75%	80%	85%	90%	95%	100%	100%
\$3MM - Eligible Property	65%	70%	75%	80%	85%	90%	95%	100%	100%	100%
\$4MM - Eligible Property	70%	75%	80%	85%	90%	95%	100%	100%	100%	100%
\$5MM - Eligible Property	75%	80%	85%	90%	95%	100%	100%	100%	100%	100%
\$6MM - Eligible Property	80%	85%	90%	95%	100%	100%	100%	100%	100%	100%
\$7MM - Eligible Property	85%	90%	95%	100%	100%	100%	100%	100%	100%	100%
\$8MM - Eligible Property	90%	95%	100%	100%	100%	100%	100%	100%	100%	100%
\$9MM - Eligible Property	95%	100%	100%	100%	100%	100%	100%	100%	100%	100%
\$10MM - Eligible Property	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

Downtown Development Area Minimum Eligible Property Improvements and Minimum Job Creation/Retention Table	5 - Jobs	25 - Jobs
	\$50,000 - Eligible Property	75%
\$100,000 - Eligible Property	100%	100%

Gordon Street Corridor Area Minimum Eligible Property Improvements and Minimum Job Creation/Retention Table	5 - Jobs	25 - Jobs
	\$100,000 - Eligible Property	75%
\$250,000 - Eligible Property	100%	100%

Exhibit “D”

Other Economic Incentives within the City

Real Property Improvements	Job Creation	Value of grant, or value of reduction in lease payments or sale price
Not less than \$7.5 million	Not less than 125 new jobs	Not to exceed \$100,000
Not less than \$15 million	Not less than 250 new jobs	Not to exceed \$200,000
Not less than \$22.5 million	Not less than 375 new jobs	Not to exceed \$300,000
Not less than \$30 million	Not less than 500 new jobs	Not to exceed \$400,000
Not less than \$37.5 million	Not less than 625 new jobs	Not to exceed \$500,000

Exhibit “E”

Additional Incentives in the Downtown Development Area within the City

Real Property Improvements	Job Creation	Value of grant, or value of reduction in lease payments or sale price
Not less than \$70,000	Not less than 3 new jobs	Not to exceed \$6,000
Not less than \$100,000	Not less than 5 new jobs	Not to exceed \$8,000
Not less than \$175,000	Not less than 10 new jobs	Not to exceed \$10,000
Not less than \$225,000	Not less than 15 new jobs	Not to exceed \$15,000
Not less than \$300,000	Not less than 20 new jobs	Not to exceed \$18,000



AGENDA COMMENTARY

Meeting Date: 9/1/2016

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a request from Belleau Wood Homes, on behalf of the Operation Finally Home Program to waive the building permitting fees for the construction of a home at 1995 Brentwood Drive.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: Belleau Wood Homes in conjunction with the Operation Finally Home program has submitted for a permit to construct a home at 1995 Brentwood Drive in the Callaway Crossing Subdivision for a wounded veteran. Aaron Barch, of Belleau Wood Homes, on behalf of Operation Finally Home has requested a waiver of the building permit fees. Permitting fees that are eligible for waiver are as follows:

Building Permit (Residential):	\$715.00
Driveway Approach Fee:	\$51.60
Plan Review (residential):	\$357.50
Storm Water Permit Fee:	\$45.00
Electrical Permit:	\$208.00
Mechanical Permit:	\$125.75
Plumbing Permit:	\$147.50

Total Permitting Fees Eligible for Waiver: **\$1,650.35**

Should this waiver be approved, the builder is still required to submit all applicable permits, and pass all applicable inspections associated with these permits.

Utility Impact Fees of \$2,500 are not allowed to be waived based on City Ordinance Chapter 25 Article VI. Impact Fee for Water and Sewer which is based on Chapter 395 of the Local Government Code.

In the past ten years, one home has been constructed in the Kendall Lakes Subdivision by the Wounded Warrior Program and a waiver of the permitting fees was not requested nor granted.

Funding Expected: Revenue ___ Expenditure ___ N/A X **Budgeted Item:** Yes ___ No ___ N/A X

Account Number: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No ___

Legal Review Required: N/A ___ Required X **Date Completed:** August 24, 2016

Supporting documents attached:

- Estimate of Permitting Fees

Recommendation: Move to approve/deny a request from Belleau Wood Homes, on behalf of the Operation Finally Home Program to waive the building permitting fees for the construction of a home at 1995 Brentwood Drive.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager



AGENDA COMMENTARY

Meeting Date: 9/1/2016

Department: Police

Contact: Chief Robert E Lee

Agenda Item: Consider Resolution 16-R-22; accepting the donation of six (6) Automated External Defibrillators (AED's) from Firehouse Subs Public Safety Foundation to Alvin Police Department for use in their patrol units.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: Firehouse Subs Public Safety Foundation was founded in 2005 in the aftermath of Hurricane Katrina to provide public safety organizations with equipment or funding. Since its inception the Foundation has donated millions of dollars to over 1,400 organizations impacting over 1,000 communities. The Foundation allocates funding in five areas: life-saving equipment, prevention education, scholarships and continued education, support for members of the military and for disaster preparedness and disaster relief. Recently the foundation began a 1,000 AED (Automated External Defibrillator) Gift Campaign. Each Franchisee would receive one (1) AED grant for each of their franchise locations. Bradley Watkins, who has franchise locations in Baytown, Webster, Deer Park, Pearland, League City and the upcoming Alvin location at Hwy 6 and Bypass 35 North decided that a greater community impact would be created by giving all six (6) AED units to a single recipient and chose the Alvin Police Department to receive the units. The same day we submitted the award/grant paperwork, provided by Mr. Watkins, to the Firehouse Subs Public Safety Foundation we were notified of the award and within a week we received shipment confirmation of the AED units.

Alvin Police Department has an AED program where each patrol vehicle is equipped with an AED. This has been, and is, a very beneficial program since in most cases the Police Department arrives before EMS. In the last 3 years there have been four (4) instances of officer deploying an AED and saving a life in Alvin. The majority of our current inventory of AEDs is several years old and has reached the stage where some units are failing and others have had the batteries replaced multiple times. The addition of these units will, along with units purchased last year, put a brand new AED in every patrol vehicle.

We were given the opportunity to choose which brand/model AED and we chose to receive the Physio-Control LifePak CR which includes 2 sets of electrodes, battery charger, carry case and Ambu Res-Cue Mask Kit. This unit is compatible with equipment our EMS uses allowing for a faster switch between PD and EMS units. Research has shown that this model, as awarded, sells retail for approximately \$1,695.00 each, giving this donation an approx. value of \$10,170.00.

*A gift or donation of property or money with a value of \$5,000 or greater shall be accepted by the City via resolution pursuant to Chapter 2-16 of City Code of Ordinances.

Funding Expected: Revenue ___ Expenditure ___ N/A **Budgeted Item:** Yes ___ No ___ N/A

Account Number: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No ___

Legal Review Required: N/A ___ Required **Date Completed:** August 23, 2016

Supporting documents attached:

- Resolution 16-R-22
 - Copy of grant/award applications
-

Recommendation: Move to approve Resolution 16-R-22; accepting the AED donation from the Firehouse Subs Public Safety Foundation.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

RESOLUTION NO. 16-R-22

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS ACCEPTING THE DONATION OF SIX (6) AUTOMATED EXTERNAL DEFIBRILLATORS (AED's) FROM FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION TO THE ALVIN POLICE DEPARTMENT FOR USE IN THEIR PATROL UNITS.

WHEREAS, Firehouse Subs Public Safety Foundation was founded in 2005 in the aftermath of Hurricane Katrina to provide public safety organizations with equipment or funding; and

WHEREAS, since its inception the Foundation has donated millions of dollars to over 1,400 organizations impacting over 1,000 communities. The Foundation allocates funding in five areas: life-saving equipment, prevention education, scholarships and continued education, support for members of the military and for disaster preparedness and disaster relief; and

WHEREAS, the Alvin Police Department has an Automated External Defibrillator (AED) program where each patrol vehicle is equipped with an AED. This has been, and is, a very beneficial program since in most cases the Police Department arrives before EMS. In the last 3 years there have been four (4) instances of officer deploying an AED and saving a life in Alvin; and

WHEREAS, Firehouse Subs Public Safety Foundation is donating six (6) AED units to the Alvin Police Department, with an approximate value of \$10,170.00. The addition of these units will, along with units purchased last year, put a brand new AED in every patrol vehicle; and

WHEREAS, City Council desires to accept this donation and express their appreciation to the Firehouse Subs Public Safety Foundation; **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, on behalf of the citizens of the City of Alvin, Texas, hereby expresses their appreciation to the Firehouse Subs Public Safety Foundation, and accepts the donation of six (6) AED units to be used by the Alvin Police Department.

Section 3. 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 _____, 2016.

ATTEST:

CITY OF ALVIN, TEXAS

By: _____
Dixie Roberts, City Clerk

By: _____
Paul A. Horn, Mayor



1

**Firehouse Subs Public Safety Foundation
Sorensen AED Fund – 1,000 AED Gift Campaign
Automated External Defibrillator (AED) Grant Application**
All fields must be completed in order to be considered.

To be filled out by Firehouse Subs restaurant:

Name of the Area Representative: Mike McCown

Name of the Franchisee: Brad Watkins

Firehouse Subs (franchisee) restaurant address and #: Store #615

6405 Garth Rd, Suite 100, Baytown, Texas 77521

To be filled out by Grant Applicant:

Today's Date: 08/04/2016

Name of Organization: Alvin Police Department

EIN/Federal ID Number: 74-6000033

Address: 1500 S. Gordon

City, State & Zip Code: Alvin, TX 77511

Contact Person: Lt. Shawn Sewell

Title/Position: Lieutenant

Mobile Phone Number: 281-808-6451

Email: ssewell@cityofalvin.com

Alternate Contact and Phone Number: (required) Lt. Shawn Gilcrease
@ 281-585-7104

Community(s) served: City of Alvin & Surrounding Brazoria County

Please choose (1) from the brands and models below. The Sorensen AED Fund will purchase the requested AED and ship to the address submitted on this grant application form.*

Please check the box next to the AED you choose for your department's police cruiser, and initial.

Cardiac Science G5 Multilingual, package including 2 sets of electrodes, carry case, ready kit
www.cardiacscience.com

Philips Heartstart FRx includes 2 sets of pads, infant/child key, FRx case, and fast response kit
www.usa.philips.com

SSJ Physio-Control LifePak CR including 2 sets of electrodes, battery charger, carry case, and Ambu Res-Cue Mask kit www.physio-control.com

Zoll AED Plus AED Plus with AED Cover with Public Safety PASS Cover, Batteries, CPR-D Padz, Softcase <http://www.zoll.com>

**Applicant: Please email the completed Grant Application to:
Foundation@FirehouseSubs.com**

Or mail to: Firehouse Subs Public Safety Foundation-AED Grant Program
3400-8 Kori Road, Jacksonville FL 32257

*If the shipping address is different from the address listed on this application please submit the correct shipping address.

Application must be received (not postmarked) no later than Friday, August 26, 2016 – 5 p.m. EST
Firehouse Subs Public Safety Foundation is a 501 c 3 non-profit, EIN: 20-3588745



2

**Firehouse Subs Public Safety Foundation
Sorensen AED Fund – 1,000 AED Gift Campaign
Automated External Defibrillator (AED) Grant Application**
All fields must be completed in order to be considered.

To be filled out by Firehouse Subs restaurant:

Name of the Area Representative: Mike McCown

Name of the Franchisee: Brad Watkins

Firehouse Subs (franchisee) restaurant address and #: Store #425

304 W Bay Area Blvd, Suite 100, Webster, Texas 77598

To be filled out by Grant Applicant:

Today's Date: 8/4/16

Name of Organization: Alvin Police Department

EIN/Federal ID Number: 74-6000033

Address: 1500 S. Gordon

City, State & Zip Code: Alvin, TX 77511

Contact Person: Lt. Shawn Sewell

Title/Position: Lieutenant

Mobile Phone Number: 281-808-1605

Email: ssewell@cityofalvin.com

Alternate Contact and Phone Number: (required) Lt. Shawn Gilcrease
@ 281-585-7104

Community(s) served: City of Alvin & Surrounding Brazoria County

Please choose (1) from the brands and models below. The Sorensen AED Fund will purchase the requested AED and ship to the address submitted on this grant application form.*

Please check the box next to the AED you choose for your department's police cruiser, and initial.

Cardiac Science G5 Multilingual, package including 2 sets of electrodes, carry case, ready kit
www.cardiacscience.com

Philips Heartstart FRx includes 2 sets of pads, infant/child key, FRx case, and fast response kit
www.usa.philips.com

SSB Physio-Control LifePak CR including 2 sets of electrodes, battery charger, carry case, and Ambu Res-Cue Mask kit www.physio-control.com

Zoll AED Plus AED Plus with AED Cover with Public Safety PASS Cover, Batteries, CPR-D Padz, Softcase <http://www.zoll.com>

**Applicant: Please email the completed Grant Application to:
Foundation@FirehouseSubs.com**

Or mail to: Firehouse Subs Public Safety Foundation-AED Grant Program
3400-8 Kori Road, Jacksonville FL 32257

*If the shipping address is different from the address listed on this application please submit the correct shipping address.

Application must be received (not postmarked) no later than Friday, August 26, 2016 – 5 p.m. EST

Firehouse Subs Public Safety Foundation is a 501 c 3 non-profit, EIN: 20-3588745



3

**Firehouse Subs Public Safety Foundation
Sorensen AED Fund – 1,000 AED Gift Campaign
Automated External Defibrillator (AED) Grant Application**
All fields must be completed in order to be considered.

To be filled out by Firehouse Subs restaurant:

Name of the Area Representative: Mike McCown
Name of the Franchisee: Brad Watkins
Firehouse Subs (franchisee) restaurant address and #: Store #597
3717 Center St, Suite E, Deer Park, Texas 77536

To be filled out by Grant Applicant:

Today's Date: 08/04/2016
Name of Organization: Alvin Police Department
EIN/Federal ID Number: 74-6000033
Address: 1500 S. Gordon
City, State & Zip Code: Alvin, TX 77511
Contact Person: Lt. Shawn Swell
Title/Position: Lieutenant
Mobile Phone Number: 281-808-6651
Email: sswell@cityofalvin.com
Alternate Contact and Phone Number: (required) Lt. Shawn Gibrase
e 281-585-7104
Community(s) served: City of Alvin & Surrounding Brazoria County

Please choose (1) from the brands and models below. The Sorensen AED Fund will purchase the requested AED and ship to the address submitted on this grant application form.*

Please check the box next to the AED you choose for your department's police cruiser, and initial.

- Cardiac Science G5 Multilingual, package including 2 sets of electrodes, carry case, ready kit
www.cardiacscience.com
- Philips Heartstart FRx includes 2 sets of pads, infant/child key, FRx case, and fast response kit
www.usa.philips.com
- SSB Physio-Control LifePak CR including 2 sets of electrodes, battery charger, carry case, and Ambu Res-Cue Mask kit www.physio-control.com
- Zoll AED Plus AED Plus with AED Cover with Public Safety PASS Cover, Batteries, CPR-D Padz, Softcase <http://www.zoll.com>

**Applicant: Please email the completed Grant Application to:
Foundation@FirehouseSubs.com**
Or mail to: Firehouse Subs Public Safety Foundation-AED Grant Program
3400-8 Kori Road, Jacksonville FL 32257

*If the shipping address is different from the address listed on this application please submit the correct shipping address.
Application must be received (not postmarked) no later than Friday, August 26, 2016 – 5 p.m. EST
Firehouse Subs Public Safety Foundation is a 501 c 3 non-profit, EIN: 20-3588745



4

**Firehouse Subs Public Safety Foundation
Sorensen AED Fund – 1,000 AED Gift Campaign
Automated External Defibrillator (AED) Grant Application**
All fields must be completed in order to be considered.

To be filled out by Firehouse Subs restaurant:

Name of the Area Representative: Mike McCown
Name of the Franchisee: Brad Watkins
Firehouse Subs (franchisee) restaurant address and #: Store #1005
2326 North Main St, Pearland, Texas 77581

To be filled out by Grant Applicant:

Today's Date: 08/04/2016
Name of Organization: Alvin Police Department
EIN/Federal ID Number: 74-6000033
Address: 1500 S. Gordon
City, State & Zip Code: Alvin, TX 77511
Contact Person: Lt. Shawn Sewell
Title/Position: Lieutenant
Mobile Phone Number: 281-808-6651
Email: ssewelle@cityofalvin.com
Alternate Contact and Phone Number: (required) Lt. Shawn & Gilcrease
@ 281-585-7104
Community(s) served: City of Alvin & Surrounding Brazoria County

Please choose (1) from the brands and models below. The Sorensen AED Fund will purchase the requested AED and ship to the address submitted on this grant application form.*

Please check the box next to the AED you choose for your department's police cruiser, and initial.

- Cardiac Science G5 Multilingual, package including 2 sets of electrodes, carry case, ready kit
www.cardiacscience.com
- Philips Heartstart FRx includes 2 sets of pads, infant/child key, FRx case, and fast response kit
www.usa.philips.com
- Physio-Control LifePak CR including 2 sets of electrodes, battery charger, carry case, and Ambu Res-Cue Mask kit www.physio-control.com
- Zoll AED Plus AED Plus with AED Cover with Public Safety PASS Cover, Batteries, CPR-D Padz, Softcase <http://www.zoll.com>

**Applicant: Please email the completed Grant Application to:
Foundation@FirehouseSubs.com**
Or mail to: Firehouse Subs Public Safety Foundation-AED Grant Program
3400-8 Kori Road, Jacksonville FL 32257

*If the shipping address is different from the address listed on this application please submit the correct shipping address.
Application must be received (not postmarked) no later than Friday, August 26, 2016 – 5 p.m. EST
Firehouse Subs Public Safety Foundation is a 501 c 3 non-profit, EIN: 20-3588745



5

**Firehouse Subs Public Safety Foundation
Sorensen AED Fund – 1,000 AED Gift Campaign
Automated External Defibrillator (AED) Grant Application**
All fields must be completed in order to be considered.

To be filled out by Firehouse Subs restaurant:

Name of the Area Representative: Mike McCown
Name of the Franchisee: Brad Watkins
Firehouse Subs (franchisee) restaurant address and #: Store #1231
2451 S. Gulf Freeway, Suite A, League City, Texas 77573

To be filled out by Grant Applicant:

Today's Date: 08/04/2016
Name of Organization: Alvin Police Department
EIN/Federal ID Number: 74-6000033
Address: 1500 S. Gordon
City, State & Zip Code: Alvin, TX 77511
Contact Person: Lt. Shawn Sewell
Title/Position: Lieutenant
Mobile Phone Number: 281-808-6651
Email: ssowell@cityofalvin.com
Alternate Contact and Phone Number: (required) Lt. Shawn Gilcrease
e 281-585-7104

Community(s) served: City of Alvin & Surrounding Brazoria County

Please choose (1) from the brands and models below. The Sorensen AED Fund will purchase the requested AED and ship to the address submitted on this grant application form.*

Please check the box next to the AED you choose for your department's police cruiser, and initial.

- Cardiac Science G5 Multilingual, package including 2 sets of electrodes, carry case, ready kit
www.cardiacscience.com
- Philips Heartstart FRx includes 2 sets of pads, infant/child key, FRx case, and fast response kit
www.usa.philips.com
- SSB Physio-Control LifePak CR including 2 sets of electrodes, battery charger, carry case, and Ambu Res-Cue Mask kit www.physio-control.com
- Zoll AED Plus AED Plus with AED Cover with Public Safety PASS Cover, Batteries, CPR-D Padz, Softcase <http://www.zoll.com>

**Applicant: Please email the completed Grant Application to:
Foundation@FirehouseSubs.com**
Or mail to: Firehouse Subs Public Safety Foundation-AED Grant Program
3400-8 Kori Road, Jacksonville FL 32257

*If the shipping address is different from the address listed on this application please submit the correct shipping address.
Application must be received (not postmarked) no later than Friday, August 26, 2016 – 5 p.m. EST
Firehouse Subs Public Safety Foundation is a 501 c 3 non-profit, EIN: 20-3588745



6

**Firehouse Subs Public Safety Foundation
Sorensen AED Fund – 1,000 AED Gift Campaign
Automated External Defibrillator (AED) Grant Application**
All fields must be completed in order to be considered.

To be filled out by Firehouse Subs restaurant:

Name of the Area Representative: Mike McCown
 Name of the Franchisee: Brad Watkins
 Firehouse Subs (franchisee) restaurant address and #: Store #1474
253 Bypass 35 North, Suite C, Alvin, Texas 77511

To be filled out by Grant Applicant:

Today's Date: 08/04/2016
 Name of Organization: Alvin Police Department
 EIN/Federal ID Number: 74-6000033
 Address: 1500 S. Gordon
 City, State & Zip Code: Alvin, TX 77511
 Contact Person: Lt. Shawn Sewell
 Title/Position: Lieutenant
 Mobile Phone Number: 281-809-6657
 Email: Ssewell@cityofalvin.com
 Alternate Contact and Phone Number: (required) Lt. Shawn Gilcrease
@ 281-585-7104
 Community(s) served: City of Alvin & Surrounding Brazoria County

Please choose (1) from the brands and models below. The Sorensen AED Fund will purchase the requested AED and ship to the address submitted on this grant application form.*

Please check the box next to the AED you choose for your department's police cruiser, and initial.

- Cardiac Science G5 Multilingual, package including 2 sets of electrodes, carry case, ready kit
www.cardiacscience.com
- Philips Heartstart FRx includes 2 sets of pads, infant/child key, FRx case, and fast response kit
www.usa.philips.com
- SSB Physio-Control LifePak CR including 2 sets of electrodes, battery charger, carry case, and Ambu Res-Cue Mask kit www.physio-control.com
- Zoll AED Plus AED Plus with AED Cover with Public Safety PASS Cover, Batteries, CPR-D Padz, Softcase <http://www.zoll.com>

**Applicant: Please email the completed Grant Application to:
Foundation@FirehouseSubs.com**
Or mail to: Firehouse Subs Public Safety Foundation-AED Grant Program
 3400-8 Kori Road, Jacksonville FL 32257

*If the shipping address is different from the address listed on this application please submit the correct shipping address.
Application must be received (not postmarked) no later than Friday, August 26, 2016 – 5 p.m. EST
 Firehouse Subs Public Safety Foundation is a 501 c 3 non-profit, EIN: 20-3588745



AGENDA COMMENTARY

Meeting Date: 9/1/2016

Department: City Engineer

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider Resolution 16-R-20; authorizing Alvin Independent School District's Alvin High School mascot logo and Alvin Community College logo to be placed on the Dyche Lane Elevated Water Storage Tank.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: In July 2016 City Staff met with representatives of Alvin Independent School District (AISD) and Alvin Community College (ACC) to discuss the possibility of the entities wanting to place their respective logos on the new Dyche Lane Elevated Water Storage Tank that is currently under construction. Each entity showed interest in the idea and have submitted request letters and proposed logos for consideration. In order to cover the cost of painting the logos on the tank each entity is prepared to contribute \$15,000. The current contract for construction of the tank includes the cost to paint the tank with "ALVIN" similar to the existing tank along the Bypass. The Contractor has been given AISD's Alvin High School and ACC logos to review in order to ensure that the logos will look proper on the tank and to give a cost estimate to create the template and paint the tank. Cost estimates for painting logos on the tank, depend on the level of detail required and the number of paint colors to be used.

This resolution is another example of the City's continuing partnership, intergovernmental cooperation and community involvement with local political subdivisions.

Funding Expected: Revenue Expenditure N/A **Budgeted Item:** Yes No N/A

Account Number: _____ **Amount:** _____ **1295 Form Required?** Yes No

Legal Review Required: N/A Required **Date Completed:** August 24, 2016

Supporting documents attached:

- Resolution 16-R-20
- Exh A - AISD letter & AHS logo
- Exh B - ACC letter & logo

Recommendation: Move to approve Resolution 16-R-20; authorizing AISD's Alvin High School mascot logo and ACC logo to be placed on the Dyche Lane Elevated Water Storage Tank.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

RESOLUTION NO. 16-R-20

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS AUTHORIZING ALVIN INDEPENDENT SCHOOL DISTRICT'S ALVIN HIGH SCHOOL MASCOT LOGO AND THE ALVIN COMMUNITY COLLEGE LOGO TO BE PLACED ON THE DYCHE LANE ELEVATED WATER STORAGE TANK.

WHEREAS, Alvin prides itself on intergovernmental cooperation and community involvement with local political subdivisions, and has such a relationship with the Alvin Independent School District and Alvin Community College; and

WHEREAS, the Alvin Independent School District and Alvin Community College wish to participate with the City of Alvin's offer of painting the Alvin High School mascot logo and the Alvin Community College logo on the new elevated water storage tank located at 650 Dyche Lane, Alvin, Texas for their contributions of \$15,000 each which is more fully described in the attached Exhibits "A" and "B"; and

WHEREAS, the Mayor and City Council, on behalf of the City of Alvin, desire to accept their contributions and express their sincere appreciation to the Alvin Independent School District and Alvin Community College for their generous contributions and commitment of beautification and to improve the appearance of the City of Alvin's new elevated water storage tank on Dyche Lane, **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, on behalf of the citizens of the City of Alvin, hereby expresses its appreciation to the Alvin Independent School District and Alvin Community College, and accepts the generous contributions of \$15,000 each to defray the City's costs to place Alvin High School's mascot logo and Alvin Community College's logo on the new elevated water storage tank.

Section 3. 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 _____, 2016.

ATTEST:

CITY OF ALVIN, TEXAS

By: _____
Dixie Roberts, City Clerk

By: _____
Paul A. Horn, Mayor



ALVIN INDEPENDENT SCHOOL DISTRICT

Patrick Miller

Associate Superintendent, Student Learning Environment

July 18, 2016

Michelle H. Segovia, P.E., CFM

City Engineer

City of Alvin

Ref: Elevated Tower Logo on Dyche Lane

Dear Michelle,

Alvin Independent School District wishes to participate in the City's offer of painting the Alvin High School mascot logo on the new water tower. We understand our obligation and are prepared to fund the application of the logo at a cost to Alvin ISD in the range of \$15,000.

Please contact me or my Admin Assistant Billie Cunningham as things progress, you have questions or details to share.

Thanks for the opportunity to partner. Together we make the City of Alvin and Alvin ISD a great place for families, opportunity, and business to thrive.

Best Regards,

A handwritten signature in blue ink that reads "Patrick Miller". The signature is fluid and cursive, with a long horizontal stroke at the end.

Patrick Miller





ALVIN COMMUNITY COLLEGE 3110 Mustang Road Alvin, Texas 77511-4898

Dr. Christal M. Albrecht

President

Office 281 756 3598

Fax 281 756 3858

August 3, 2016

Sereniah Breland
City Manager
216 West Sealy
Alvin, Texas 77511

Reference: Elevated Tower Logo on Dyche Lane

Dear Ms. Breland,

Alvin Community College wishes to participate in the City's offer of painting the ACC logo on the new water tower. We understand our obligation and are prepared to fund the application of the logo at a cost to Alvin Community College of \$15,000.00.

Please contact me or Wendy Del Bello as things progress, you have questions or details to share.

Thanks for the opportunity to partner. Together we make the City of Alvin and ACC a great place for families, opportunity and business to thrive.

Sincerely,

Dr. Christal M. Albrecht
President
Alvin Community College

ALCO

COMMUNITY Co



AGENDA COMMENTARY

Meeting Date: 9/1/2016

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a variance request for the property owner at 1009 W. Willis Street to waive the building setback requirement of Chapter 21, Section 37 (a) of the Code of Ordinances.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: On August 8, 2016 the Engineering Department received a variance request, from the property owner of 1009 W. Willis Street, for a waiver to the 25' front building setback required by section 21-37(a) of the City Code of Ordinances. The owner is proposing to construct a 14'x 8' covered front porch along the front of the home at 1009 W. Willis Street. The covered porch, as proposed, will encroach 5 feet into the 25' front building setback, however the new porch would only extend 1 foot beyond the footprint of the existing porch structure to be removed. The nearest edge of the proposed porch will still be 45 feet from the edge of the Willis Street pavement. The encroachment of the new porch will not cause any traffic safety concerns and will blend with existing structures in the area.

The Planning Commission unanimously approved this request at their meeting on August 16, 2016.

Numerous variances to the front building setback requirement for similar structures have been approved in the past several years. The most recent one being for a Porte Cochere at 404 Lulac Street in December 2015. In order to reduce the number of variance requests of this type, Staff intends to draft an amendment to Chapter 21 that would allow the City Engineer discretion with regards to minor encroachments of accessory structures (carports, porches, patios, etc.) into the building setback for existing improved properties. It is anticipated that this amendment will be placed on a City Council agenda within the next three months.

Funding Expected: Revenue ___ Expenditure ___ N/A **Budgeted Item:** Yes ___ No ___ N/A

Account Number: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No ___

Legal Review Required: N/A ___ Required **Date Completed:** August 24, 2016

Supporting documents attached:

- Variance Request Letter and Documentation
- Sec. 21-4 Variance; Section 21-37 (a) Lots

Recommendation: Move to approve the variance request for the property owner at 1009 W. Willis Street to waive the building setback requirement of Chapter 21, Section 37 (a) of the Code of Ordinances.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

August 5, 2016

To Michelle Segovia, City Engineer

Regarding Variance to be presented to Planning Commission

Pursuant to the Code of Ordinances for the City of Alvin, Chapter 21, Section 24-4, please accept this written letter by Bob Dillman, property owner of 1009 W. Willis, as my notice to Request a Variance. My request is based on Chapter 21, Section 21-7 Lots, found in the Code of Ordinances, focusing on minimum setback lines. Stated in Part A-minimum front residential setback lines shall be at least 25 feet. My Request for a Variance would allow me to construct a new and safe front porch at the property listed above. My encroachment on the setback line would be a total of 5 feet which would be only 1 foot beyond the current unsafe structure. It is my prayer that this matter can be placed on the August 16th Planning Commission agenda. I will be happy to provide all documentation, measurements, photos and drawings so that the Planning Commission can make a supportive and educated decision in resolving this matter. Should you need anything further from me other than attending the August 16th meeting, please contact me directly per information below. If you should need anything prior to the meeting, please advise.

Respectfully,



Bob Dillman, Owner of 1009 W. Willis

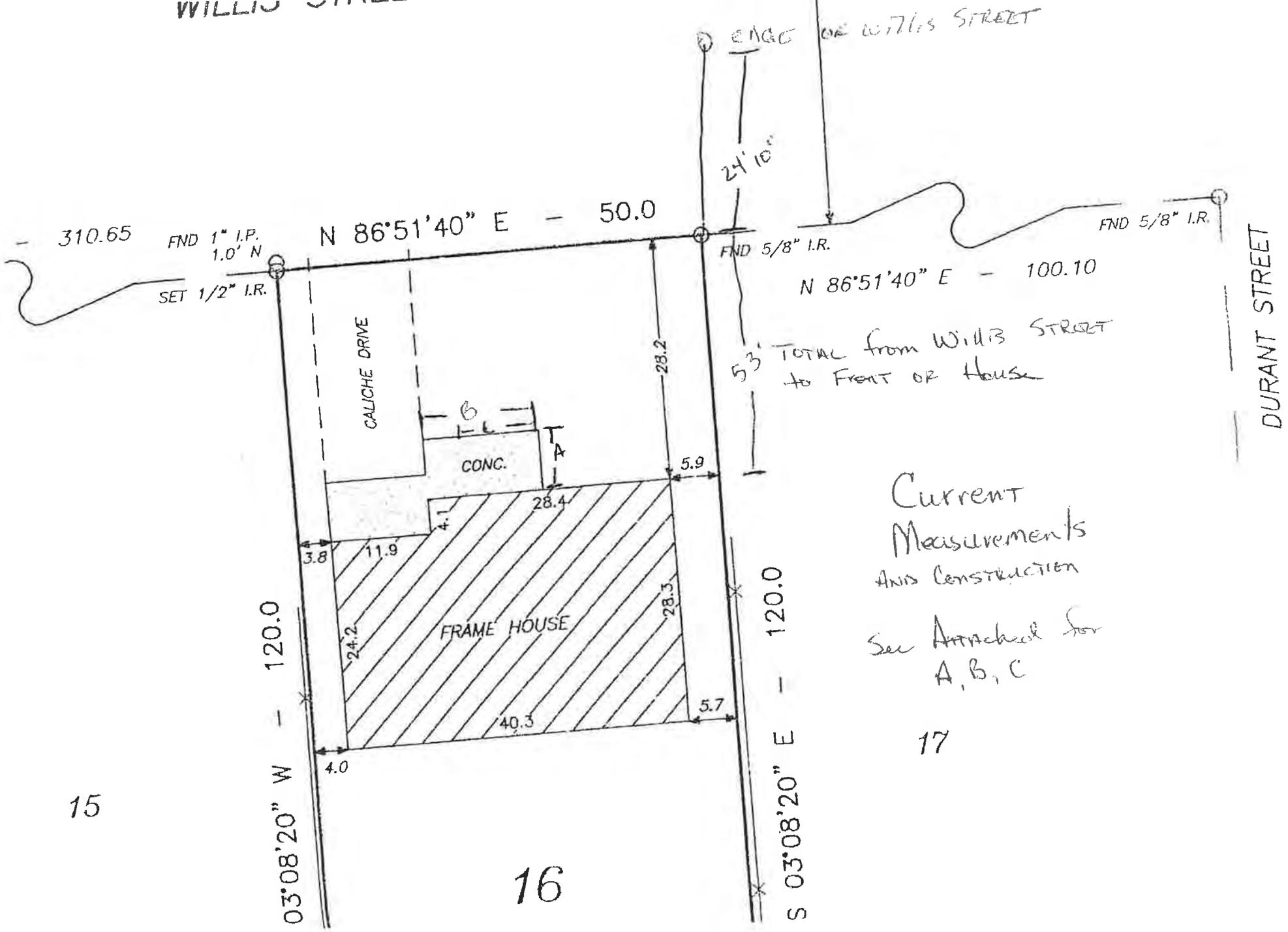
Office: [REDACTED]

Cell: [REDACTED]

bobdillman@allstate.com

PS. I have attached a check for the appropriate fees as identified in the City of Alvin Code of Ordinances.

WILLIS STREET



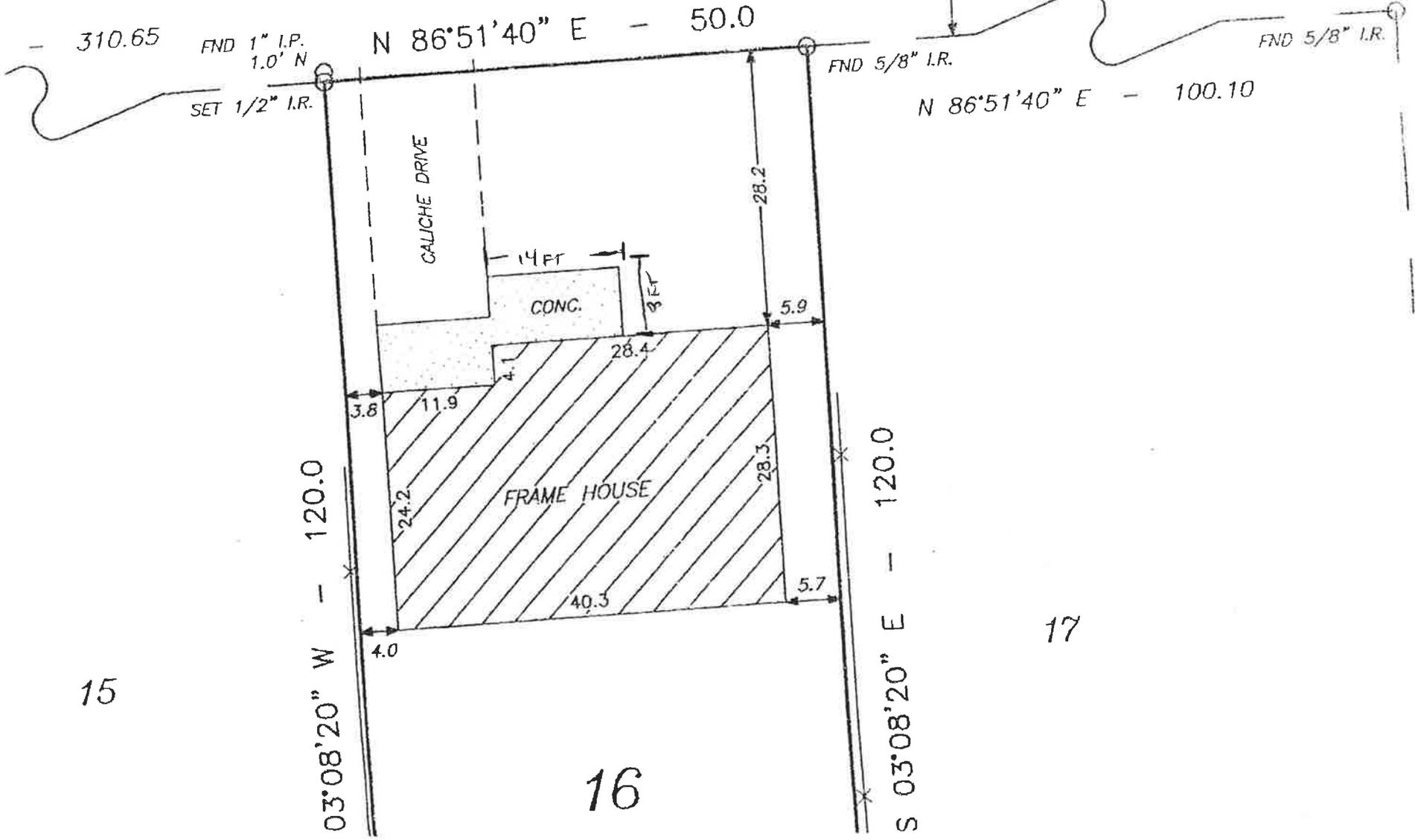
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WILLIS STREET

Requested change
 Construct A 14x8'
 Covered wooden front
 Porch. Remove unsafe
 concrete steps



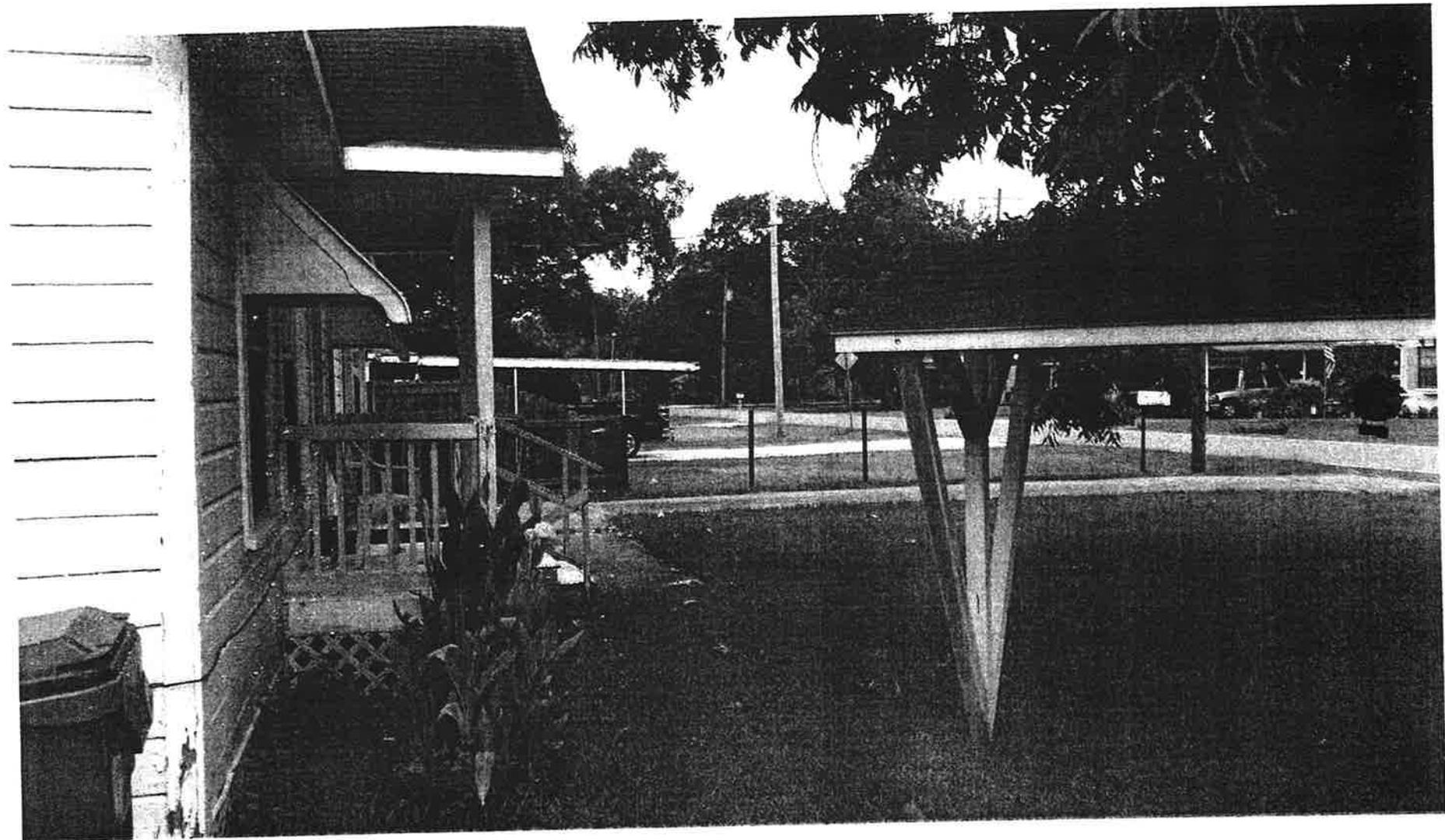
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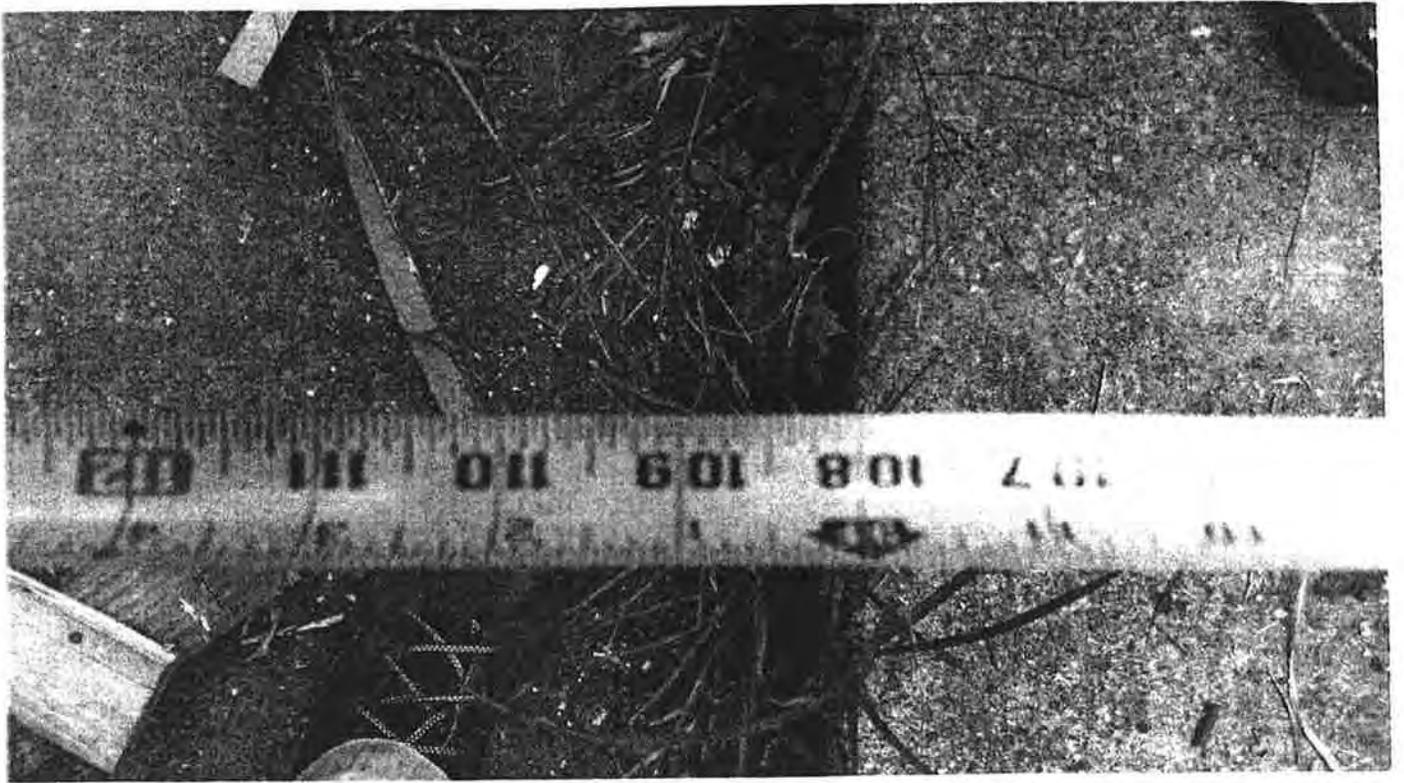
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Sec. 21-4. - Variances.

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

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

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

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

Sec. 21-37. - Lots.

- (a) Minimum setback lines. Minimum front residential building setback lines shall be at least twenty-five (25) feet. Minimum side setback lines shall be fifteen (15) feet on corner lots only when abutting another rear yard and when driveways are limited to front only. Lots abutting across walkways shall be treated as corner lots. Minimum rear residential, commercial, business and industrial setback lines shall be ten (10) feet. Minimum side residential, commercial, business and industrial setback lines shall be five (5) feet. Minimum commercial, business and industrial building front setback lines shall be at least twenty-five (25) feet, unless otherwise approved.

Exception: Minimum setback lines shall increase ten (10) feet from a sixty-foot right-of-way where minor or major thoroughfare is planned in the thoroughfare plan of the city.

- (b) Lot dimensions. Lot dimensions shall be a minimum of sixty (60) feet in width at the building setback line and of a depth so as to provide an area not less than seven thousand (7,000) square feet.
- (1) Residential lots that are served by public water and not served by public sewer shall be not less than one hundred twenty (120) feet in width at the building setback line and shall not have an area less than one-half acre. Consideration should be given to the possibility of resubdivision at such time that sanitary sewer service becomes available.
 - (2) Residential lots that are not served by public water and sewer shall be not less than one-hundred twenty (120) feet in width at the building setback line and shall not have an area less than one (1) acre.
 - (3) Depth and width of properties reserved or laid out for business and industrial purposes shall be adequate to provide for the off-street service and parking facilities required by the type of use and development contemplated.
 - (4) In an approved subdivision, lot sizes may be permitted to be increased in order to secure privacy within such lots, or to allow improvement on such lots to conform to the building requirements. However, in no case shall lot size changes be permitted if they result in creating one or more lots of size less than the minimum area requirements of this chapter.
- (c) Access to public streets. The subdividing of the land shall be such as to provide each lot with satisfactory access to a public street.
- (d) Double and reverse frontage lots. Double frontage and reverse frontage lots should be avoided unless backing up to a major thoroughfare.
- (e) Side lot lines. Side lot lines shall be substantially at right angles or radial to street lines.
- (f) Flag and key shaped lots. No flag or key-shaped lots are allowed.

(Ord. No. 02-AA, § 1, 6-20-02; Ord. No. 03-Q, § 17(2), 5-15-03; Ord. No. 04-KK, § 3, 8-19-04; Ord. No. 05-X, § 3, 5-19-05)



AGENDA COMMENTARY

Meeting Date: 9/1/2016

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Reconsider the Mustang Road Improvement Project with Mar-Con Services, LLC, to include the alternate bid item of a sidewalk on the west side of Mustang Road.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: On May 31, 2016 bids were opened for the Mustang Road Improvement Project and Mar-Con Services LLC. was the qualified low bidder. The Engineering Department has worked with this contractor before and was highly satisfied with the work performed.

Project Budget:	\$1,500,000.00	
Contract Amount:	\$1,011,872.50	
Alternate Bid Item:	\$38,394.60	(Construction of a new sidewalk along the west side of the road)
5% Contingency:	\$52,513.36	
Total Amount:	\$1,102,780.46	(Project is \$397,219.54 below budget)

The project consists of the removal and replacement of concrete pavement, curb, driveways, sidewalk, storm sewer pipe, inlets, and manholes along the existing alignment of Mustang Road from S. Gordon Street to Bypass 35. The existing Mustang Road intersection with S. Gordon Street will be permanently closed and relocated 650 feet south on currently vacant property that was acquired by the City of Alvin in 1999. This project has been in design for the past three years and has been in the planning stage since 2003.

On January 7, 2016 a City Council workshop was held to discuss the project, as well as, to hear concerns from a resident that lives along Mustang Road regarding the plan to construct a new sidewalk along the west side of the roadway as a part of this project. The Council discussed the proposed sidewalk and the intersection realignment at length and direction was given to staff to bid the sidewalk along the west side of the road as an alternate item that could be included or removed at Council's discretion at the time of bid award.

The Mustang Road and S. Gordon intersection is being relocated in an effort to ease traffic congestion at the S. Gordon and South Street signal controlled intersection. This relocation has been approved/permitted by the Texas Department of Transportation (TXDOT).

The project is scheduled to start in early July and has a construction time of 180 days.

The \$397,219.54 in excess funds will remain in the Sales Tax Fund, to be used for future street improvements.

June 16, 2016, Council voted to not include the sidewalk alternate bid item with the road improvement project. July 7, 2016, Council voted to include the sidewalk alternate bid item. July 21, 2016 Council discussed this item at a council meeting. August 4, 2016 Council discussed this item at a workshop and it was requested that

it come back before City Council for further discussion and consideration. The contract as approved includes the alternate bid item.

Funding Expected: Revenue ___ Expenditure X N/A ___ **Budgeted Item:** Yes X No ___ N/A ___
Account Number: 312-5501-00-9063 **Amount:** \$1,102,780.46 **1295 Form Required?** Yes X No ___
Legal Review Required: N/A ___ Required X **Date Completed:** August 23, 2016

Supporting documents attached:

- Bid Tabulation
- Proposal

Recommendation: Move to confirm that the Mustang Road Improvement Project includes the alternate bid item of a sidewalk on the west side of Mustang Road.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

BID TABULATION
Mustang Road Improvements Project

City of Alvin, Texas				Mar-Con Services, LLC		Triple B Services		Precise Services, Inc.		Hassell Construction Co. Inc.		Tandem Services, LLC		DWC Management, LLC	
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Site Demolition Concrete Pavement & Concrete Curb	S.Y.	8,136	\$2.30	\$18,712.80	\$1.90	\$15,458.40	\$1.75	\$14,238.00	\$1.85	\$15,051.60	\$5.00	\$40,680.00	\$4.00	\$32,544.00
2	8" Concrete Pavement Mustang Road & New Intersection	S.Y.	8,595	\$45.50	\$391,072.50	\$52.00	\$446,940.00	\$46.00	\$395,370.00	\$51.40	\$441,783.00	\$61.25	\$526,443.75	\$69.00	\$593,055.00
3	Roadway Excavation and Backfill	C.Y.	991	\$8.90	\$8,819.90	\$17.15	\$16,995.65	\$25.00	\$24,775.00	\$11.15	\$11,049.65	\$10.00	\$9,910.00	\$15.00	\$14,865.00
4	8" Lime Stabilized Subgrade Includes 6% Lime	S.Y.	9,555	\$5.10	\$48,730.50	\$2.75	\$26,276.25	\$9.75	\$93,161.25	\$5.10	\$48,730.50	\$8.50	\$81,217.50	\$8.20	\$78,351.00
5	Extra Commercial Lime Slurry	TON	50	\$161.30	\$8,065.00	\$190.00	\$9,500.00	\$173.45	\$8,672.50	\$170.00	\$8,500.00	\$250.00	\$12,500.00	\$190.00	\$9,500.00
6	Site Demolition 4" Concrete Sidewalk East Side Only	S.Y.	909	\$1.70	\$1,545.30	\$1.75	\$1,590.75	\$9.00	\$8,181.00	\$1.65	\$1,499.85	\$6.00	\$5,454.00	\$4.00	\$3,636.00
7	4" Concrete Sidewalk East Side Only	S.Y.	909	\$40.60	\$36,905.40	\$52.75	\$47,949.75	\$31.50	\$28,633.50	\$60.00	\$54,540.00	\$59.40	\$53,994.60	\$41.00	\$37,269.00
8	Concrete Sidewalk Ramps Including Detectable Warning Indicator Single	EA.	2	\$1,022.20	\$2,044.40	\$2,450.00	\$4,900.00	\$1,000.00	\$2,000.00	\$900.00	\$1,800.00	\$700.00	\$1,400.00	\$1,196.00	\$2,392.00
9	Install Type "C" Inlet	EA.	2	\$2,165.00	\$4,330.00	\$4,250.00	\$8,500.00	\$1,990.00	\$3,980.00	\$2,100.00	\$4,200.00	\$4,140.00	\$8,280.00	\$2,464.00	\$4,928.00
10	Remove Existing Inlet & Install Type "BB" Inlet	EA.	8	\$2,485.30	\$19,882.40	\$4,500.00	\$36,000.00	\$2,300.00	\$18,400.00	\$2,500.00	\$20,000.00	\$2,820.00	\$22,560.00	\$2,580.00	\$20,640.00
11	6" Concrete Curb	L.F.	4,439	\$2.50	\$11,097.50	\$3.80	\$16,868.20	\$2.59	\$11,497.01	\$2.65	\$11,763.35	\$4.00	\$17,756.00	\$4.60	\$20,419.40
12	Install Type "A" Inlet	EA.	1	\$1,207.70	\$1,207.70	\$5,050.00	\$5,050.00	\$1,400.00	\$1,400.00	\$2,200.00	\$2,200.00	\$1,400.00	\$1,400.00	\$1,476.00	\$1,476.00
13	Storm Water Manhole	EA.	2	\$1,926.10	\$3,852.20	\$2,840.00	\$5,680.00	\$2,100.00	\$4,200.00	\$3,100.00	\$6,200.00	\$3,340.00	\$6,680.00	\$2,743.00	\$5,486.00
14	Storm Water 5' X 5' Box	EA.	6	\$2,447.00	\$14,682.00	\$9,008.50	\$54,051.00	\$2,500.00	\$15,000.00	\$4,000.00	\$24,000.00	\$4,000.00	\$24,000.00	\$2,970.00	\$17,820.00
15	Site Demolition Existing Driveways	S.Y.	943	\$4.50	\$4,243.50	\$2.55	\$2,404.65	\$9.00	\$8,487.00	\$1.60	\$1,508.80	\$6.00	\$5,658.00	\$4.00	\$3,772.00
16	6" Concrete Driveways	S.Y.	1,097	\$52.60	\$57,702.20	\$110.00	\$120,670.00	\$56.00	\$61,432.00	\$53.70	\$58,908.90	\$64.35	\$70,591.95	\$51.00	\$55,947.00
17	18" RCP Open Area	L.F.	20	\$60.10	\$1,202.00	\$60.00	\$1,200.00	\$86.20	\$1,724.00	\$70.00	\$1,400.00	\$54.00	\$1,080.00	\$86.00	\$1,720.00
18	18" RCP Paved Area	L.F.	64	\$62.60	\$4,006.40	\$65.00	\$4,160.00	\$91.25	\$5,840.00	\$70.00	\$4,480.00	\$54.00	\$3,456.00	\$86.00	\$5,504.00
19	24" RCP Open Area	L.F.	26	\$69.20	\$1,799.20	\$75.00	\$1,950.00	\$82.00	\$2,132.00	\$80.00	\$2,080.00	\$68.00	\$1,768.00	\$97.00	\$2,522.00
20	24" RCP Paved Area	L.F.	60	\$76.90	\$4,614.00	\$75.00	\$4,500.00	\$102.00	\$6,120.00	\$80.00	\$4,800.00	\$76.00	\$4,560.00	\$97.00	\$5,820.00
21	14" X 23" Arch Pipe Open Area	L.F.	57	\$111.60	\$6,361.20	\$85.00	\$4,845.00	\$94.50	\$5,386.50	\$85.00	\$4,845.00	\$99.00	\$5,643.00	\$114.00	\$6,498.00
22	14" X 23" Arch Pipe Paved Area	L.F.	141	\$111.60	\$15,735.60	\$110.00	\$15,510.00	\$117.50	\$16,567.50	\$85.00	\$11,985.00	\$99.00	\$13,959.00	\$114.00	\$16,074.00
23	12" PVC Pipe Paved Area	L.F.	26	\$44.70	\$1,162.20	\$35.00	\$910.00	\$140.00	\$3,640.00	\$60.00	\$1,560.00	\$45.00	\$1,170.00	\$77.00	\$2,002.00
24	Remove Existing Storm Pipe All Sizes as Shown on Plans	L.F.	797	\$13.10	\$10,440.70	\$10.00	\$7,970.00	\$18.00	\$14,346.00	\$25.25	\$20,124.25	\$10.00	\$7,970.00	\$17.00	\$13,549.00
25	36" RCP Paved Area	L.F.	540	\$106.40	\$57,456.00	\$120.00	\$64,800.00	\$150.00	\$81,000.00	\$142.00	\$76,680.00	\$95.00	\$51,300.00	\$155.00	\$83,700.00
26	Concrete Pavement Expansion Joints	L.F.	1,311	\$3.70	\$4,850.70	\$7.00	\$9,177.00	\$7.50	\$9,832.50	\$8.00	\$10,488.00	\$5.90	\$7,734.90	\$3.90	\$5,112.90
27	Asphalt Transition Includes Base Material & Asphalt Pavement	S.Y.	345	\$55.90	\$19,285.50	\$25.00	\$8,625.00	\$60.50	\$20,872.50	\$89.35	\$30,825.75	\$124.40	\$42,918.00	\$50.00	\$17,250.00
28	Concrete Pilot Channel	L.F.	97	\$36.10	\$3,501.70	\$150.00	\$14,550.00	\$21.00	\$2,037.00	\$28.00	\$2,716.00	\$41.50	\$4,025.50	\$21.00	\$2,037.00
29	Storm Water Prevention	L.S.	1	\$3,780.00	\$3,780.00	\$4,400.00	\$4,400.00	\$7,000.00	\$7,000.00	\$5,155.00	\$5,155.00	\$15,000.00	\$15,000.00	\$9,595.00	\$9,595.00
30	Mobilization Not to Exceed 5%	L.S.	1	\$50,000.00	\$50,000.00	\$16,450.50	\$16,450.50	\$48,587.99	\$48,587.99	\$53,500.00	\$53,500.00	\$40,807.17	\$40,807.17	\$71,209.00	\$71,209.00
31	Trench Safety	L.F.	934	\$0.20	\$186.80	\$0.01	\$9.34	\$4.50	\$4,203.00	\$1.60	\$1,494.40	\$2.30	\$2,148.20	\$2.00	\$1,868.00
32	Concrete Saw Cut	L.F.	2,500	\$6.30	\$15,750.00	\$7.00	\$17,500.00	\$9.00	\$22,500.00	\$9.55	\$23,875.00	\$8.00	\$20,000.00	\$10.00	\$25,000.00
33	Traffic Control	L.S.	1	\$125,777.00	\$125,777.00	\$5,275.00	\$5,275.00	\$10,800.00	\$10,800.00	\$8,000.00	\$8,000.00	\$15,000.00	\$15,000.00	\$29,331.00	\$29,331.00
34	Remove & Replace Brick Paver Driveway	L.S.	1	\$1,326.10	\$1,326.10	\$3,250.00	\$3,250.00	\$7,000.00	\$7,000.00	\$6,000.00	\$6,000.00	\$3,530.00	\$3,530.00	\$2,300.00	\$2,300.00
35	Crush Stone Base for Temporary Driveway	TON	200	\$24.60	\$4,920.00	\$45.00	\$9,000.00	\$27.50	\$5,500.00	\$200.00	\$40,000.00	\$35.00	\$7,000.00	\$60.00	\$12,000.00
36	Roadway Signage	L.S.	1	\$2,336.30	\$2,336.30	\$2,500.00	\$2,500.00	\$5,300.00	\$5,300.00	\$2,400.00	\$2,400.00	\$5,150.00	\$5,150.00	\$3,200.00	\$3,200.00
37	Remove & Replace Traffic Loops Coordinate with TXDOT	EA.	3	\$2,408.00	\$7,224.00	\$820.00	\$2,460.00	\$5,500.00	\$16,500.00	\$4,200.00	\$12,600.00	\$3,000.00	\$9,000.00	\$3,910.00	\$11,730.00
38	Solid Sod St. Augustine Includes Gordon St Intersection & Detention Pond	S.Y.	6,000	\$3.40	\$20,400.00	\$4.25	\$25,500.00	\$4.95	\$29,700.00	\$4.00	\$24,000.00	\$5.70	\$34,200.00	\$4.00	\$24,000.00
39	Pavement Marking 24" White Thermal Plastic	L.F.	197	\$4.90	\$965.30	\$5.00	\$985.00	\$6.75	\$1,329.75	\$7.00	\$1,379.00	\$7.00	\$1,379.00	\$7.40	\$1,457.80
40	Pavement Marking 4" Yellow Thermal Plastic	L.F.	3,200	\$0.50	\$1,600.00	\$0.50	\$1,600.00	\$1.07	\$3,424.00	\$0.50	\$1,600.00	\$0.80	\$2,560.00	\$1.00	\$3,200.00
41	Pavement Marking 4" White Thermal Plastic	L.F.	1,690	\$0.50	\$845.00	\$0.50	\$845.00	\$0.80	\$1,352.00	\$0.50	\$845.00	\$0.80	\$1,352.00	\$1.30	\$2,197.00

42	Pavement Marking 12" White Thermal Plastic	L.F.	70	\$2.80	\$196.00	\$3.00	\$210.00	\$4.50	\$315.00	\$3.00	\$210.00	\$4.35	\$304.50	\$3.80	\$266.00
43	Pavement Marking 12" Yellow Thermal Plastic	L.F.	150	\$2.50	\$375.00	\$2.50	\$375.00	\$5.00	\$750.00	\$3.00	\$450.00	\$4.35	\$652.50	\$6.20	\$930.00
44	Pavement Marking 8" White Thermal Plastic	L.F.	372	\$1.10	\$409.20	\$1.25	\$465.00	\$2.50	\$930.00	\$1.20	\$446.40	\$1.90	\$706.80	\$3.20	\$1,190.40
45	Pavement Marking "ONLY" Thermal Plastic	EA.	5	\$121.00	\$605.00	\$125.00	\$625.00	\$300.00	\$1,500.00	\$100.00	\$500.00	\$115.00	\$575.00	\$247.00	\$1,235.00
46	Pavement Marking Right Turn Arrow & Left Turn Arrow Thermal Plastic	EA.	5	\$117.60	\$588.00	\$6.00	\$30.00	\$275.00	\$1,375.00	\$100.00	\$500.00	\$115.00	\$575.00	\$247.00	\$1,235.00
47	Pavement Marking Blue Reflector Class B Type II -BB	EA.	3	\$13.40	\$40.20	\$15.00	\$45.00	\$11.00	\$33.00	\$15.00	\$45.00	\$5.00	\$15.00	\$8.00	\$24.00
48	Tree Removal Including Roots & Disposal	L.S.	1	\$3,920.00	\$3,920.00	\$6,500.00	\$6,500.00	\$15,500.00	\$15,500.00	\$18,000.00	\$18,000.00	\$7,530.00	\$7,530.00	\$23,296.00	\$23,296.00
49	Adjusting Manholes, Inlets, Valve Boxes to grade	EA.	5	\$300.10	\$1,500.50	\$165.00	\$825.00	\$336.00	\$1,680.00	\$180.00	\$900.00	\$1,500.00	\$7,500.00	\$350.00	\$1,750.00
50	Install Brick Paver Concrete Island	S.Y.	255	\$9.00	\$2,295.00	\$75.00	\$19,125.00	\$112.00	\$28,560.00	\$150.00	\$38,250.00	\$72.00	\$18,360.00	\$100.00	\$25,500.00
51	24" X 6" Concrete Curb & Gutter	L.F.	90	\$16.50	\$1,485.00	\$20.00	\$1,800.00	\$44.50	\$4,005.00	\$48.10	\$4,329.00	\$15.00	\$1,350.00	\$38.00	\$3,420.00
52	Safety End Treatment	EA.	1	\$2,039.60	\$2,039.60	\$2,000.00	\$2,000.00	\$3,200.00	\$3,200.00	\$1,500.00	\$1,500.00	\$1,725.00	\$1,725.00	\$1,780.00	\$1,780.00
TOTAL BID					\$1,011,872.50		\$1,078,806.49		\$1,089,970.00		\$1,129,698.45		\$1,230,530.37		\$1,321,603.50

Alternate Items															
	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
A1	4" Concrete Sidewalk West Side Only	S.Y.	810	\$40.90	\$33,129.00	\$45.00	\$36,450.00	\$31.50	\$25,515.00	\$63.00	\$51,030.00	\$59.40	\$48,114.00	\$41.00	\$33,210.00
A2	Concrete Sidewalk Ramps Including Detectable Warning Indicator Single	EA.	4	\$1,169.40	\$4,677.60	\$2,200.00	\$8,800.00	\$1,000.00	\$4,000.00	\$975.00	\$3,900.00	\$700.00	\$2,800.00	\$1,196.00	\$4,784.00
A3	Pavement Marking 24" White Thermal Plastic	L.F.	120	\$4.90	\$588.00	\$5.50	\$660.00	\$6.70	\$804.00	\$7.15	\$858.00	\$8.75	\$1,050.00	\$8.00	\$960.00
TOTAL ALTERNATE BID					\$38,394.60		\$45,910.00		\$30,319.00		\$55,788		\$51,964.00		\$38,954.00

PROPOSAL

TO: The Honorable Mayor and City Council
The City of Alvin, Texas

FROM: **Mustang Road Improvement Project**
Bid No. B-16-12
Acc. No. 312-5501-00-9063

The undersigned, as Bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the form of Contract, Notice to Bidders, Specifications and the Plans therein referred to, and has carefully examined the location, conditions and classes or materials of the proposed work, and agrees that he will provide all the necessary labor, material, superintendence, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials necessary to accomplish the work called for in the Plans and Specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

In submitting this bid, the undersigned Bidder does hereby certify that the bid is not made in the interest of other firms, corporations or on behalf of any undisclosed person or interest other than sole bidder submitting this bid by signatures. The Bidder also certifies that he is not solicited or being induced by any other firms to submit a false or sham bid for obtaining advantage over any other bidder that is submitting a bid on this project.

The five percent (5%) bid security accompanying this Proposal shall be returned to the Bidder, unless in case of the acceptance of the Proposal the successful Bidder shall fail to execute a Contract and file a Performance Bond and a Payment Bond within fifteen (15) days after its acceptance in which case the bid security will become the property of the Owner, and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner. The Bidder will also furnish the Owner with a satisfactory Maintenance Bond indemnifying the City against defective workmanship and material for a period of one year.

The undersigned certifies that the bid prices quoted on the Proposal have been carefully checked and are submitted as correct and final.

The undersigned proposal is to complete the work quoted above on or before **180 Calendar days** after the effective date of the work order. The undersigned further agrees that the Owner will suffer damages if the above quoted work is not finished and completed within the time allotted for such work and that these damages will accrue to the Owner as liquidated in the amount of **\$250.00 Per Calendar Day.**

The following unit prices are bid and shall be complete compensation as measured in place for all materials, labor, overhead, profits and any other cost that is necessary to complete the job to the Engineers specifications and satisfaction. It is also understood that the quantities shown are only an estimate of the work to be done. No renegotiation of bid prices will be made for over runs or under runs of quantities.

PROPOSAL

Mustang Road Improvement Project

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	8136	S.Y.	Site Demolition Concrete Pavement & Concrete Curb Mustang Road Complete in place. 02220	\$----- 2.30	\$----- 18,712.80 Eighteen Thousand Seven Hundred Twelve Dollars and ----- Eighty cents
2	8595	S.Y.	8" Concrete Pavement Mustang Road & New Intersection Complete in Place 02751	\$----- 45.50	\$----- 391,072.50 Three Hundred Ninety One Thousand Seventy Two Dollars and ----- Fifty cents
3	991	C.Y.	Roadway Excavation And Backfill Including Asphalt & Base Intersections & Detention Pond Complete in place. 02316	\$----- 8.90	\$----- 8,819.90 Eighty Eight Hundred Nineteen Dollars and ----- Ninety cents
4	9555	S.Y.	8" Lime Stabilized Subgrade Including 6% Lime Complete in Place 02335	\$----- 5.10	\$----- 48,730.50 Forty Eight Thousand Seven Hundred Thirty Dollars and ----- Fifty cents
5	50	TON	Extra Commercial Lime Slurry Complete in Place 02335	\$----- 161.30	\$----- 8,065.00 Eight Thousand Sixty Five Dollars and ----- Zero cents

475,420.70

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
6	909	S.Y.	Site Demolition 4" Concrete Sidewalk East Side Only Complete in Place 02220	\$-----1.70	\$-----1,545.30 Fifteen Hundred Forty Five Dollars and -----Thirty-cents
7	909	S.Y.	4" Concrete Sidewalk East Side Only Complete in Place 02751	\$-----40.60	\$-----36,905.40 Thirty Six Thousand Nine Hundred Five Dollars and -----Forty-cents
8	2	EA.	Concrete Sidewalk Ramps Including Detectable Warning Indicator Single Complete in Place 02751	\$-----1,022.20	\$-----2,044.40 Two Thousand Forty Four -----Dollars and -----Forty-cents
9	2	EA.	Install Type "C" Cast in Place Inlet 02632	\$-----2,165.00	\$-----4,330.00 Forty Three Hundred Thirty -----Dollars and -----Zero-cents
10	8	EA	Remove Existing Inlet & Install Type "BB" Inlet Cast in Place Complete in Place 02632	\$-----2,485.30 Nineteen Thousand Eight	\$-----19,882.40 Hundred Eighty Two Dollars and -----Forty-cents
11	4439	L.F.	6" Concrete Curb Complete in Place 02770	\$-----2.50	\$-----11,097.50 Eleven Thousand Ninety Seven Dollars and -----Fifty-cents

551, 205.70

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
12	1	EA.	Install Type "A" Inlet Cast in Place Complete in Place 02632	\$ 1,207.70 Twelve Hundred Seven Dollars and Seventy cents	\$ 1,207.70 Twelve Hundred Seven Dollars and Seventy cents
13	2	EA.	Storm Water Manhole Cast in Place Complete in Place 02632	\$ 1,926.10 Thirty Eight Hundred Fifty Two Dollars and Twenty cents	\$ 3,852.20 Thirty Eight Hundred Fifty Two Dollars and Twenty cents
14	6	EA.	Storm Water 5' X 5' Box Cast in Place Complete in Place 02542	\$ 2,447.00 Fourteen Thousand Six Hundred Eighty Two Dollars and Zero cents	\$ 14,682.00 Fourteen Thousand Six Hundred Eighty Two Dollars and Zero cents
15	943	S.Y.	Site Demolition Existing Driveways Complete in Place 02220	\$ 4.50 Forty Two Hundred Forty Three Dollars and Fifty cents	\$ 4,243.50 Forty Two Hundred Forty Three Dollars and Fifty cents
16	1097	S.Y.	6" Concrete Driveway Complete in Place 02751	\$ 52.60 Fifty Seven Thousand Seven Hundred Two Dollars and Twenty cents	\$ 57,702.20 Fifty Seven Thousand Seven Hundred Two Dollars and Twenty cents
17	20	L.F.	18" RCP Open Area Complete in Place 02630	\$ 60.10 Twelve Hundred Two Dollars and Zero cents	\$ 1,202.00 Twelve Hundred Two Dollars and Zero cents
18	64	L.F.	18" RCP Paved Areas Complete in Place 02630	\$ 62.60 Four Thousand Six Dollars and Forty cents	\$ 4,006.40 Four Thousand Six Dollars and Forty cents

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
19	26	L.F.	24" RCP Open Areas Complete in Place 02630	\$ 69.20 Seventeen Hundred Ninety Nine Dollars and Twenty cents	\$ 1,799.20 Seventeen Hundred Ninety Nine Dollars and Twenty cents
20	60	L.F.	24" RCP Paved Areas Complete in Place 02630	\$ 76.90 Forty Six Hundred Fourteen Dollars and Zero cents	\$ 4,614.00 Forty Six Hundred Fourteen Dollars and Zero cents
21	57	L.F.	14" X 23" Arch RCP Open Area Complete in Place 02630	\$ 111.60 Sixty Three Hundred Sixty One Dollars and Twenty cents	\$ 6,361.20 Sixty Three Hundred Sixty One Dollars and Twenty cents
22	141	L.F.	14" X 23" Arch RCP Paved Area Complete in Place 02630	\$ 111.60 Fifteen Thousand Seven Hundred Thirty Five Dollars and Sixty cents	\$ 15,735.60 Fifteen Thousand Seven Hundred Thirty Five Dollars and Sixty cents
23	26	L.F.	12" PVC Pipe Paved Areas Complete in Place 02630	\$ 44.70 Eleven Hundred Sixty Two Dollars and Twenty cents	\$ 1,162.20 Eleven Hundred Sixty Two Dollars and Twenty cents
24	797	L.F.	Remove Existing Storm Pipe All Sizes as Shown on Plans Complete in Place 02630	\$ 13.10 Ten Thousand Four Hundred Forty Dollars and Seventy cents	\$ 10,440.70 Ten Thousand Four Hundred Forty Dollars and Seventy cents
25	540	L.F.	36" RCP Paved Areas Complete in Place 02630	\$ 106.40 Fifty Seven Thousand Four Hundred Fifty Six Dollars and Zero cents	\$ 57,456.00 Fifty Seven Thousand Four Hundred Fifty Six Dollars and Zero cents

735,670.60

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
26	1311	L.F.	Concrete Pavement Expansion Joints Complete in Place 02770	\$----- 3.70 Forty Eight Hundred Fifty	\$----- 4,850.70 Dollars and ----- Seventy cents
27	345	S.Y.	Asphalt Transition Includes Base Materials And Asphalt Pavement Complete in Place 02710 02741 02742	\$----- 55.90 Nineteen Thousand Two	\$----- 19,285.50 Hundred Eighty Five Dollars And ----- Fifty cents
28	97	L.F.	Concrete Pilot Channel Complete in Place 02751	\$----- 36.10 Thirty Five Hundred One	\$----- 3,501.70 Dollars And ----- Seventy cents
29	1	L.S.	Storm Water Prevention Complete in Place 01565 01566	\$----- 3,780.00 Thirty Seven Hundred Eighty	\$----- 3,780.00 Dollars and ----- Zero cents
30	1	L.S.	Mobilization Not to Exceed 5% of Total Bid Complete in Place 01505	\$----- 50,000.00 Fifty Thousand	\$----- 50,000.00 Dollars and ----- Zero cents
31	934	L.F.	Trench Safety Complete in Place 01570	\$----- 0.20 One Hundred Eighty Six	\$----- 186.80 Dollars and ----- Eighty cents
32	2500	L.F.	Concrete Saw Cut Full Depth Complete in Place 02751	\$----- 6.30 Fifteen Thousand Seven Hundred Fifty	\$----- 15,750.00 Dollars and ----- Zero cents

833 025.30

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
33	1	L.S.	Traffic Control Complete in Place 01555	\$ 125,777.00 One Hundred Twenty Five Thousand Seven Hundred Seventy Seven	\$ 125,777.00 Dollars and Zero cents
34	1	L.S.	Remove & Replace Brick Paver Driveway Complete in Place Sheet D3	\$ 1,326.10 Thirteen Hundred Twenty Six	\$ 1,326.10 Dollars and Ten cents
35	200	Ton	Crush Stone Base for Temporary Driveways Complete in Place 02710	\$ 24.60 Forty Nine Hundred Twenty	\$ 4,920.00 Dollars and Zero cents
36	1	L.S.	Roadway Signage Complete in Place 02763	\$ 2,336.30 Twenty Three Hundred Thirty Six	\$ 2,336.30 Dollars and Thirty cents
37	3	EA.	Remove & Replace Traffic Loops Coordinate with TXDOT Complete in Place Sheet 5	\$ 2,408.00 Seventy Two Hundred Twenty Four	\$ 7,224.00 Dollars and Zero cents
38	6000	S.Y.	Solid Sod St. Augustine Includes Gordon St. Intersection & Detention Pond Complete in Place 02922	\$ 3.40 Twenty Thousand Four Hundred	\$ 20,400.00 Dollars and Zero cents
39	197	L.F.	Pavement Marking 24" - White Thermal Plastic Complete in Place 02760	\$ 4.90 Nine Hundred Sixty Five	\$ 965.30 Dollars and Thirty cents

195, 974

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
40	3200	L.F.	Pavement Marking 4" – Yellow Thermal Plastic Complete in Place 02760	\$----- 0.50 Sixteen Hundred	\$----- 1,600.00 Dollars and ----- Zero-cents
41	1690	L.F.	Pavement Marking 4" – White Thermal Plastic Complete in Place 02760	\$----- 0.50 Eight Hundred	\$----- 845.00 Forty Five Dollars and ----- Zero-cents
42	70	L.F.	Pavement Marking 12" – White Thermal Plastic Complete in Place 02760	\$----- 2.80 One Hundred	\$----- 196.00 Ninety Six Dollars and ----- Zero-cents
43	150	L.F.	Pavement Marking 12" – Yellow Thermal Plastic Complete in Place 02760	\$----- 2.50 Three Hundred	\$----- 375.00 Seventy Five Dollars and ----- Zero-cents
44	372	L.F.	Pavement Marking 8" – White Thermal Plastic Complete in Place 02760	\$----- 1.10 Four Hundred	\$----- 409.20 Nine Dollars and --- Twenty-cents

399 399 20

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
45	5	EA.	Pavement Marking "ONLY" Thermal Plastic Complete in Place 02760	\$----- 121.00 \$----- Six Hundred Five	\$----- 605.00 \$----- Six Hundred Five Dollars and ----- Zero cents
46	5	EA.	Pavement Marking Right Turn Arrow and Left Turn Arrow Thermal Plastic Complete in Place 02760	\$----- 117.60 \$----- Five Hundred Eighty Eight	\$----- 588.00 \$----- Five Hundred Eighty Eight Dollars and ----- Zero cents
47	3	EA.	Pavement Marking Blue Reflector Class B Type II-BB Complete in Place 02760	\$----- 13.40 \$-----	\$----- 40.20 \$----- Forty Dollars and ----- Twenty cents
48	1	L.S.	Tree Removal Including Roots & Disposal Complete in Place Sheet 6A	\$----- 3,920.00 \$----- Thirty Nine Hundred Twenty	\$----- 3,920.00 \$----- Thirty Nine Hundred Twenty Dollars and ----- Zero cents
49	5	EA.	Adjusting Manholes, Inlets, Valves Boxes to Grade 02633	\$----- 300.10 \$----- Fifteen Hundred	\$----- 1,500.50 \$----- Fifteen Hundred Dollars and ----- Fifty cents
50	255	S.Y.	Install Brick Paver Concrete Island Complete in Place	\$----- 9.00 \$----- Twenty Two Hundred Ninety Five	\$----- 2,295.00 \$----- Twenty Two Hundred Ninety Five Dollars and ----- Zero cents
51	90	L.F.	24"X 6" Concrete Curb & Gutter Complete in Place 02770	\$----- 16.50 \$----- Fourteen Hundred Eighty Five	\$----- 1,485.00 \$----- Fourteen Hundred Eighty Five Dollars and ----- Zero cents

1,069,832.90

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
52	1	EA.	Safety End Treatment Complete in Place Sheet 15	\$ 2,039.60 Two Thousand	\$ 2,039.60 Thirty Nine Dollars and Sixty cents

TOTAL BASE BID AMOUNT	\$ 1,011,872.50	One Million Eleven Thousand Eight Hundred Seventy Two Dollars and Fifty cents
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ALTERNATE ITEMS

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
A1	810	S.Y.	4" Concrete Sidewalk West Side Only Complete in Place 02751	\$ <u>40.90</u> <small>Thirty Three Thousand One Hundred Twenty Nine</small>	\$ <u>33,129.00</u> <small>Dollars and <u>Zero</u> cents</small>
A2	4	EA.	Concrete Sidewalk Ramps Including Detectable Warning Indicator Single Complete in Place 02751	\$ <u>1,169.40</u> <small>Forty Six Hundred Seventy Seven</small>	\$ <u>4,677.60</u> <small>Dollars and <u>Sixty</u> cents</small>
A3	120	L.F.	Pavement Marking 24" – White Thermal Plastic Complete in Place 02760	\$ <u>4.90</u> <small>Five Hundred Eighty Eight</small>	\$ <u>588.00</u> <small>Dollars and <u>Zero</u> cents</small>

TOTAL ALTERNATE BID	\$ <u>38,394.60</u>	<u>Thirty Eight Thousand Three Hundred Ninety Four</u> Dollars and <u>Sixty</u> cents
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Receipt is hereby acknowledged of the following addendum to the Contract Documents:

Addendum No. 1 Dated 5/26/2016 Received 5/26/2016

Addendum No. 2 Dated _____ Received _____

Addendum No. 3 Dated _____ Received _____

Accompanying this proposal is a Certified Check, Cashier's Check, or Bid Bond in the amount of five (5%) of the greatest amount bid and payable to the Owner.

Bidder: MAR-CON SERVICES, LLC

Address: 1410 Preston Ave, Bldg H

Pasadena, Texas 77503

Telephone: 713-473-1800

Date: 5/31/2016

ATTEST: 

Secretary of Corporation _____

(Seal of Bidder Corporation)

Receipt is hereby acknowledged of the following addendum to the Contract Documents:

Addendum No. 1 Dated 5/26/2016 Received 5/26/2016

Addendum No. 2 Dated _____ Received _____

Addendum No. 3 Dated _____ Received _____

Accompanying this proposal is a Certified Check, Cashier's Check, or Bid Bond in the amount of five (5%) of the greatest amount bid and payable to the Owner.

BIDDER:

Name of Corporation: MAR-CON SERVICES, LLC

Signature: 

Printed Name: Mario Ramos

Title Owner

Address: 1410 Preston Rd., Bldg H

Pasadena, TX 77503

Telephone: 713-473-1800

Date: May 31, 2016

E-Mail: mario@marconllc.com

ATTEST: 

Secretary of Corporation _____

(Seal of Bidder Corporation)

STATEMENT OF MATERIALS AND OTHER CHARGES

MATERIALS INCORPORATED INTO THE PROJECT: \$ _____

ALL OTHER CHARGES: \$ _____

*TOTAL: \$ _____

*This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

For purposes of complying with the Texas Tax Code, the contractor agrees that the charges for any materials incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such materials to the contractor.

NOTE: ONLY THE COPY OF THIS FORM IN THE EXECUTED CONTRACTS IS TO BE FILLED OUT.



AGENDA COMMENTARY

Meeting Date: 9/1/2016

Department: Administration

Contact: Julie Siggers, Dan Kelinske, Robert Lee

Agenda Item: Consider a License Agreement for Exclusive Use of City Property between the City of Alvin and the Alvin Noon Lions Club for the Steak of the Arts Festival to be held at National Oak Park on September 17, 2016; and authorize the City Manager to sign.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: The Alvin Noon Lions Club has requested the City to issue a license agreement for the purpose of holding a fundraising event, the Steak of the Arts Festival, (on September 17, 2016) in National Oak Park to include food and alcoholic beverages and providing music and other entertainment.

The exclusive use agreement outlines operational responsibilities of the City and the Alvin Noon Lions.

Alvin Noon Lions Club shall:

- Adhere to governmental regulations concerning the sale of food and alcohol & obtain appropriate permits
- Fence the park area & ensure deployment of police for security
- Maintain the property in clean condition
- Adhere to City's noise ordinance & obtain appropriate sound/noise permit
- Notify Chief within 1 week of event if use of portable a/c units and generators are desired
- Abide by all terms of Community Wide Event Application including insurance requirements

The City shall:

- Provide security (no cost)
- Provide barricades for street closure (no cost)
- Provide and install temporary fencing around Rotary Pavilion
- Waive park user fees
- Provide a mega tent (including labor to set up and disassemble) (no cost)
- Provide portable restroom (no cost)
- Provide dumpsters for trash disposal (no cost)
- Provide labor and equipment to install signs and banners on Rotary Pavilion

Funding Expected: Revenue ___ Expenditure ___ N/A ___ **Budgeted Item:** Yes ___ No ___ N/A ___

Account Number: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No ___

Legal Review Required: N/A ___ Required X **Date Completed:** August 24, 2016

Supporting documents attached:

- License Agreement for Exclusive Use of City Property
- Exhibit A – 2016 Steak of the Arts site Map
- Community-Wide Event Application

Recommendation: Move to approve the License Agreement for Exclusive Use of City Property between the City of Alvin and the Alvin Noon Lions Club for the Steak of the Arts Festival, to be held at National Oak Park on September 17, 2016; and authorize the City Manager to sign.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

**LICENSE AGREEMENT
FOR EXCLUSIVE USE OF CITY PROPERTY**

THIS LICENSE AGREEMENT ("Agreement") is entered into on this _____ day of _____, 2016 by and between the City of Alvin, a municipal corporation ("City"), and Alvin Noon Lions, a Domestic Non-Profit Corporation, ("Licensee").

RECITALS:

- A. The Licensee hereby requests use of a city park for a fundraising event for the Alvin Noon Lions and agrees to abide by all rules and procedures as set forth by the City.
- B. Licensee has requested the City to issue Licensee a license for the purpose of holding the Steak of the Arts festival in the City park, also known as National Oak Park, located at 118 S. Magnolia, Alvin, Texas for the purpose of providing music and other entertainment and where they will charge admission to enter the City park property and sell beer, food and other items.

NOW, THEREFORE, and subject to the terms and conditions below, the City hereby grants to Licensee the exclusive use of the City property described and defined below and, in consideration of the license granted to Licensee herein, Licensee agrees to the following:

1. Licensed Property. The licensed property consists of that property highlighted on the map attached as Exhibit A, (the "Licensed Property"). The Licensee accepts the property "as is" and the City makes no warranty or guarantee as to the suitability of said property for the purpose of a fundraising event involving the sale of beer and food, and providing music and other entertainment.

2. Purposes. Licensee may use the Licensed Property for the purposes stated herein and for no other purpose or use without the express written consent of the City.

3. Term of License. This License shall begin on September 17, 2016, at nine a.m. (9 a.m.) and continue until twelve midnight September 18, 2016, (a period of fifteen (15) hours), unless earlier revoked by the City at its sole discretion.

4. Operation Requirements.

Licensee agrees to the following:

- a. Licensee shall adhere to all local, state and federal regulations concerning the sale and distribution of food and alcohol, including obtaining a food/beverage sales permit and alcoholic beverage distribution requirements and permit.

- b. Licensee shall obtain a sound and noise permit. Any equipment used on the licensed property shall produce noise levels no greater than the limits permitted by the City's noise ordinance.
- c. Licensee shall fence the entire park area to be used for Licensee's exclusive use, and ensure the deployment of police officers to perform security for the entire specified time noted above.
- d. Licensee and its agents shall maintain the property in a reasonably clean condition, and, at the termination of the license, shall remove all equipment, refuse and any other materials brought onto the property by the Licensee and its guests.
- e. Notify Chief of Police within one (1) week prior to event if Licensee chooses to use the City's portable A/C units and generators to run the units.
- f. Licensee shall abide by all the terms of the Community Wide Event Application that are not excepted in this Agreement.

City agrees to the following:

- a. To provide the required police for security at no cost to Licensee.
- b. To provide necessary barricades for street closures at no cost to Licensee.
- c. To provide and install temporary plastic fencing to enclose Rotary Pavilion.
- d. To waive the Park User Fee required by Section 16½-30(c), Code of Ordinances.
- e. To provide use of the City of Alvin 'mega tent' and provide labor to set up and disassemble the tent at no cost to Licensee.
- f. To provide use of the portable restroom at no cost to Licensee.
- g. To provide dumpsters for trash disposal at no cost to Licensee.
- h. To provide labor and equipment to install signs and banners on Rotary Pavilion.

5. Qualifications of Licensee. Licensee shall be qualified to perform all activities described in the Recitals and shall perform all activities in compliance with applicable laws and regulations.

6. Indemnification and Insurance. Licensee shall defend, indemnify and hold harmless the City, its officers, agents, employees, successors and assigns from any and all claims, losses, costs, damages, expenses and liabilities, including reasonable attorneys' fees, for or from loss of life or damage or injury to any person or property of any person or entity, including, without limitation, the agents, officers, employees, invitees and licensees of the City, arising out of,

connected with or incidental to, either directly or indirectly, Licensee's use of, construction on, or maintenance of the Licensed Property during the term of this License by Licensee, its employees, agents, contractors and subcontractors, licensees or invitees or the exercise by Licensee of any of its rights or the performance by Licensee of any of its obligations. Licensee shall not interfere with or damage existing utility facilities or City infrastructure, on, off, under, or near the Licensed Property, and shall indemnify and reimburse the City for any damages, costs, expenses or liabilities resulting from Licensee's damage or interference therewith. The indemnity obligation contained in this Section shall survive the expiration or earlier termination of this License. In no event, however, shall the foregoing agreement to defend, indemnify and hold harmless the City be deemed to extend to any liability for any environmental condition of the Licensed Property.

Licensee shall, at its own expense, defend the City in all litigation, pay all reasonable attorneys' fees, damages, court costs and other expenses arising out of such litigation or claims incurred in connection therewith; and shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents or employees, arising out of such litigation.

Licensee shall not cause or permit any mechanic's or similar liens to be filed against City's property arising from any work done by Licensee, and Licensee hereby agrees to and shall indemnify and defend and hold harmless CITY with respect to any such lien or claim (including any attorneys' fees incurred by City in connection with any such lien or claim). If any mechanic's lien or other lien shall be created or filed against City's property by reason of labor performed by or materials furnished to Licensee, then Licensee shall, within ten (10) days thereafter, at Licensee's sole cost and expense, cause such lien or liens, together with any notices of intention to file mechanic's liens that may have been filed with respect thereto, to be satisfied or discharged of record.

Licensee shall take out and maintain at its own expense during the term of this License, Comprehensive General Liability insurance, wherein the City is named as an additional insured, as shall protect itself, the City, and any entity performing work covered by this License from claims for damage for personal injury, disease, illness or death, including accidental death, as well as from claims for property damages which may arise from operations under this License, whether such operations be by itself or by any entity or by anyone directly or indirectly employed by either of them. The Comprehensive General Liability insurance policy shall have limits of liability of not less than One Million Dollars (\$1,000,000.00) applicable to the liability assumed by Licensee under this Section 5. Licensee shall provide the City Manager for the city of Alvin, Texas, with a copy of its Certificate of Insurance at the time of execution of this License.

All insurance required hereunder shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Texas, and shall contain a provision whereby the insurer agrees not to cancel the insurance without ten (10) days prior written notice to the City Manager, 216 W. Sealy, Alvin, TX 77511.

7. Events of Default. Each of the following, without limitation, shall constitute an event of default by Licensee:

- a. Licensee fails to keep, perform and observe any promise or agreement contained in this License; or
- b. Any lien is filed against the Licensed Premises because of any act or omission of Licensee.

7.1. Upon the occurrence of any of items (a) through (b) of Section 7, the City may, at its option, exercise any one or more of the following rights and remedies:

- a. deny access to the Licensed Property; or
- b. terminate this License Agreement; or
- c. Exercise any and all additional rights and remedies that the City may have at law or in equity.

7.2. No waiver by the City at any time of any of the terms or conditions of this License Agreement shall be deemed or taken as a waiver at any time thereafter of the same or any other terms or condition herein or of the strict and prompt performance thereof.

No delay, failure or omission of the City to take or to exercise any right, power, privilege or option arising from any default, or subsequent acceptance of any fee then or thereafter accrued shall impair or be construed to impair any such right, power, privilege or option to waive any such default or relinquish thereof, or acquiescence therein and no notice by the City shall be required to restore or revive any option, right, power, remedy or privilege after waiver by the City of default in one or more instances.

No waiver shall be valid against the City unless reduced to writing and signed by an officer of the City duly empowered to execute same.

7.3. Except as otherwise provided herein, neither the City nor Licensee shall be deemed to be in default or breach of this License Agreement by reason of failure to perform any one or more of its obligations hereunder if, while and to the extent that such failure is due to acts of God, acts of government authority, or any other circumstances for which it is not responsible and which are not within its control; provided that Licensee's obligation to pay fees, additional fees, charges or other money payments required by this License Agreement which have been incurred prior to the force majeure event or following its cessation shall continue.

8. Compliance with Laws. Licensee shall comply with local, state, and federal laws, regulations, ordinances and orders governing the Licensed Property and the activities authorized hereunder, and shall obtain all necessary permits from the City prior to commencement of the activities authorized hereunder.

9. Safety Measures. Licensee shall fence, barricade or take such other measures as are necessary or appropriate to protect the general public from any danger posed by Licensee's activities or Licensee's property under this License. Licensee shall also take measures to protect existing City infrastructure on the property, including but not limited to sidewalks, water and sewer lines, water meters and other utilities.

10. Taxes and Other Charges. Licensee agrees to timely pay all taxes, if applicable, and any other charges or expenses attributable to Licensee's activities.

11. Other Charges Utilities. Licensee agrees to pay for any and all utility charges that may apply to the licensed property including, but not limited to water utilities, waste water and stormwater charges, sanitation, electric and gas and to place any such utilities accounts in its name.

12. Surrender of Premises and Title to Improvements. Licensee shall release to the City possession of the Licensed Property on the time prescribed of this License, whether such cessation be by revocation, termination, expiration or otherwise, promptly and in good condition.

Prior to such surrender of the Licensed Property, Licensee shall restore and repair any and all damage to the Licensed Property caused by, related to or resulting from Licensee's operations thereon, normal wear and tear excepted.

13. Entire Agreement. This License constitutes the entire agreement between the parties as of the date hereof. Any provisions of prior licenses, agreements or documents which conflict in any manner with the provisions of this License are hereby specifically declared void and of no effect.

14. City's Right of Entry. The City of Alvin, its officers and employees, shall be entitled to enter the Licensed Property at any time for all reasonable purposes, including, without limitation, inspection of the Licensee's activities hereunder.

15. Licensing Fee. Licensee shall pay a one-time licensing fee of One Dollar (\$1.00).

16. Right to Assign or Sublet. This License may not be assigned to any person or group, nor sublet in any part for any purpose without written consent from the City.

17. Amendments. Amendments and alterations to this License shall be in writing and directed to the below addresses by hand delivery or via first class U.S. Mail.

To the City of Alvin:

City Manager
216 W. Sealy
Alvin, TX 77511

To the Licensee:

Name: Chad Dudley
Address: 1050 N. Bypass 35
Alvin, Texas 77511
Phone: (832) 671-0422

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed as of the date first set forth above.

CITY OF ALVIN

By: _____
Sereniah Breland, City Manager

Date: _____

The undersigned hereby agrees and consents to the terms and conditions of this License, and further states that s/he has authority to sign on behalf of the Licensee.

Chad Dudley
Alvin Noon Lions

Signature: _____

Title: _____

Print Name: _____

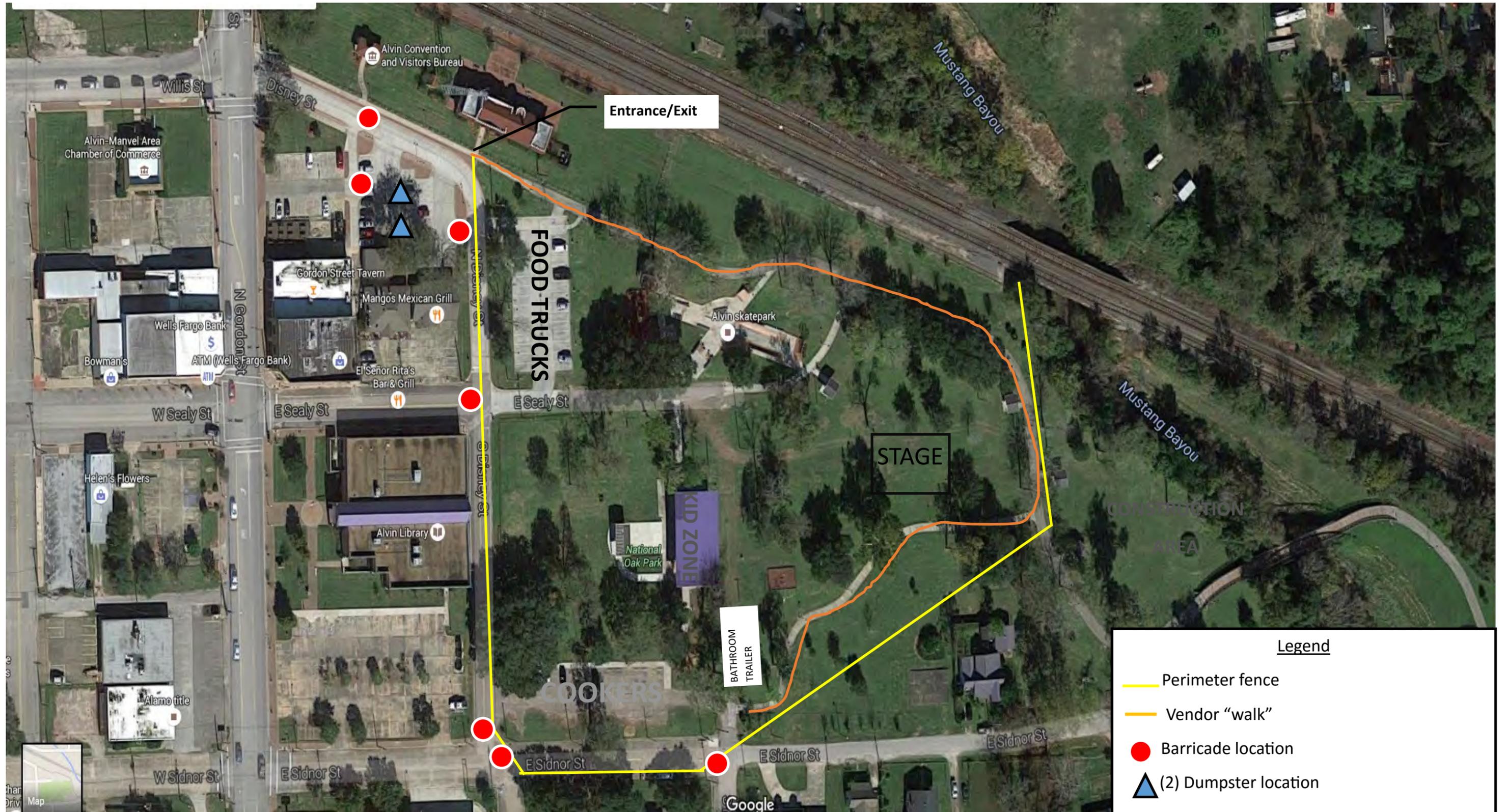
Date: _____

Attachment: Exhibit A [request and map]

Alvin Noon Lions Club

Steak of the Arts Event

Saturday, September 17 9:00AM—Sunday 18th 12:00AM



Legend

- Perimeter fence
- Vendor "walk"
- Barricade location
- (2) Dumpster location



CITY OF ALVIN

Parks and Recreation

1100 West Hwy 6 • Alvin, Texas 77511 • (281) 388-4299 • FAX (281) 331-7516

www.alvin-tx.gov

COMMUNITY WIDE EVENT APPLICATION

Contact Person / Safety Liaison

The Requesting Entity shall designate one "Contact Person" as their sole designated Liaison between the City of Alvin and the Requesting Entity throughout the submittal and event process unless a Safety Liaison (SL) is listed on this document, then both shall act on behalf of the Requesting Entity.

The City recommends designating a Safety Liaison (SL) on behalf of the Requesting Entity as this individual shall be expected to attend any/all safety planning meetings with City of Alvin personnel, speak and act on behalf of the Requesting Entity in these meetings as well as ensure compliance with any/all directives from the City of Alvin and/or other governing entities.

ACTIVITY/EVENT: Steak of the Arts

SPONSORING AGENCY: Alvin Noun Lions Club

DATE(S) OF EVENT: September 17, 2016

TIME OF EVENT: From 9:00 Am To 12:00 Am

(Please include set-up and take-down time)

PURPOSE OF ACTIVITY/EVENT: Fund raise for Lions Club

REVENUE GENERATED: YES NO

PURPOSE OF REVENUE: Support budgeted donations to local groups & organizations

CONTACT PERSON: Chad Dudley

CONTACT ADDRESS: [REDACTED]

CITY: Alvin TX STATE: TX ZIP: 77511

HOME PHONE: [REDACTED] MOBILE: [REDACTED]

E-MAIL: [REDACTED] FAX: [REDACTED]

*SAFETY LIAISON: Don Keliride & Gabe Adams [REDACTED]

HOME PHONE: [REDACTED] MOBILE: [REDACTED]

E-MAIL: [REDACTED] FAX: [REDACTED]



CITY OF ALVIN

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COMMUNITY WIDE EVENT APPLICATION

Please review the items listed below carefully. As the Requesting Entity, you will be responsible for obtaining and having in your possession at the event site, all required permits and permissions. This will ensure your event is carried out compliantly and safely.

**FOOD/BEVERAGE SALES/
DISTRIBUTION PERMIT
REQUESTED:**

YES NO

IF YES: ALL food and beverage vendors must obtain an individual food and beverage permit AND have it on display during the event.

*see attached fee structure for pricing

*see attached permit application and rules

**TENT STRUCTURE
PERMIT REQUESTED:**

YES NO

IF YES: A permit shall be required AND available on site for all temporary membrane structures AND tent/canopy structures in excess of 700 square feet or having an occupant load of 50 or more persons. A post set-up inspection is required by the Fire Marshal's Office prior to occupying the structure to ensure compliance.

*see attached fee structure for pricing

*see attached permit application

SOUND & NOISE

PERMIT REQUESTED: YES NO

IF YES: A permit shall be required AND available on site for all events where music and/or sound is produced, whereas the music or sound can be heard on the streets or neighboring premises to the annoyance or inconvenience of a reasonable person having normal nervous sensibilities and being of ordinary tastes, habits and modes of living.

*see attached fee structure for pricing

*see attached permit application



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CITY OF ALVIN

1100 West Hwy 6 • Alvin, Texas 77511 • (281) 388-4299 • FAX (281) 331-7516

Parks and Recreation

COMMUNITY WIDE EVENT APPLICATION

**CARNIVAL AND FAIR
OPERATIONAL PERMIT
REQUESTED:**

YES () NO ()

IF YES: A permit shall be required AND available on site for all events where a carnival and/or fair will be hosted. All mechanical rides require post set-up inspections by the Alvin Fire Marshal's Office prior to any patron ridership.

*see attached fee structure for pricing

*see attached permit application

**ALCOHOLIC BEVERAGE
SALES/DISTRIBUTION:**

YES (X) NO ()

IF YES: Only available to Recognized Groups

*see Benefits and Governance of the Recognized Group

ROAD CLOSURES:

YES (X) NO ()

IF YES: A detailed map of the street(s) must accompany this document as part of the Site Plan.

TIME OF CLOSURE(S):

From: _____ To: _____

Please note that all street closures must be approved by Alvin City Council AND the Public Safety Agency(s) who maintain jurisdiction of same. Furthermore, the requesting entity may be required to provide notice of street closures to affected businesses and residences.

SECURITY:

YES (X) NO ()

IF YES: City of Alvin Police Chief or his/her designee shall determine quantity and type of Alvin Police Personnel to deploy based on the overall scope and nature of the community wide event.

INSURANCE:

YES (X) NO ()

General Liability Insurance is required by the City of Alvin up to \$1,000,000. A Certificate of Insurance shall be submitted along with this application naming the City of Alvin as an additional insured for the date(s) of event.



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CITY OF ALVIN

1100 West Hwy 6 • Alvin, Texas 77511 • (281) 388-4299 • FAX (281) 331-7516

Parks and Recreation

COMMUNITY WIDE EVENT APPLICATION

TEMPORARY SIGNS: YES () NO ()
IF Yes: Sec. 17 ½ - 59 Special event signs applies.

(a) *On private property.* Temporary signs that direct the public to, or advertise, an event of civic interest, such as parades, organized holiday festivities, special events on behalf of charitable organizations, and the like are allowed on private property provided that:

- (1) Such signs do not exceed thirty-two (32) square feet in area for business establishments and sixteen (16) square feet for residential properties; and
- (2) Signs are erected only for a time period not to exceed thirty (30) days before and three (3) days after the event.

RESTROOM FACILITIES:

The Requesting Entity shall pay the City of Alvin any cost associated with providing restroom facilities. Where applicable, the portable restroom will be used and any additional temporary restroom facilities, herein called Port-O-Cans, will be used as supplemental facilities.

*see attached fee structure for pricing

PARK RENTAL:

Based on the location of the Community Wide Event, amenities and services may vary. The Requesting Entity shall be responsible to adhere to the Park Rules where applicable based on permitted use.

*see attached fee structure for pricing
*see attached Park Rules

SITE PLAN:

This document acts as a visual guide showing locations of pertinent structures, event/public parking, activity areas, vendor locations, refuse collection area, etc.

*Requested road closure map shall accompany this document.



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CITY OF ALVIN

Parks and Recreation

1100 West Hwy 6 • Alvin, Texas 77511 • (281) 388-4299 • FAX: (281) 331-7516

COMMUNITY WIDE EVENT APPLICATION

**REFUSE / RECYCLING
COLLECTION:**

The Requesting Entity is responsible for the overall cleanliness of the grounds during and after the Community Wide Event. **RECYCLING** is preferred in addition to general trash collection. Existing trash cans at the park(s) may be used, but if additional cans are needed, the Requesting Entity shall submit in writing the quantity desired, along with this application. Every effort shall be made to meet the request. Trash/Recycle bins shall not be allowed to overflow AND all trash/recycling resulting from the event shall be collected from individual containers, sanitarly centralized on site and removed from the premises on/by the first business day following the last day of the event. General trash/recycling collection and disposal shall be at the sole obligation and cost of the Requesting Entity. To obtain dumpsters/large bulk trash/recycling receptacles please contact the City of Alvin waste disposal contractor, Progressive Waste Solutions, (281) 331-0810.

**ADVERTISING &
PROMOTIONS:**

Please attach an abbreviated copy of your activity/event marketing plan. The City of Alvin reserves the right to pre-approve all forms of advertising relative to activities/events conducted at municipal facilities.



www.alvin-tx.gov

COMMUNITY WIDE EVENT APPLICATION

Fee Structure for City of Alvin Permits and Services

Park Usage/Pavilion Rental	Under normal conditions, \$40 per hour electricity and water included (where available)
Portable Restroom	\$300 first day, \$75 each additional day Women's side may serve up to 600 / 8 hour Men's side may serve up to 600 / 8 hour
Port-O-Cans	market rate currently estimated \$139/each may serve up to 300 / 8 hour
*Site Restoration Refundable Deposit	0-50 participants, \$150 51-499 participants, \$350 500+ participants, \$500
Temporary Food Permit	\$50 per food vendor
*Carnival and Fair Operational Permit	\$50.00
Noise Permit	FREE
Temporary membrane structures	\$200.00
Any tent or canopy in excess of 700 sq feet or having an occupant load of 50 or more persons	\$100.00

***Non-waivable fees.**



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CITY OF ALVIN

1100 West Hwy 6 • Alvin, Texas 77511 • (281) 388-4299 • FAX (281) 331-7516

Parks and Recreation

COMMUNITY WIDE EVENT APPLICATION PARK RULES

- Parks hours are 6:30 a.m. to 10:30 p.m.
- Glass bottles and containers are prohibited.
- Overnight camping in city parks is prohibited without approval from the Parks Director.
- No livestock in the park, except as specially permitted.
- All animals must be on a leash no longer than 6 ft. and under the direct control of its owner.
- Pet owners must properly dispose of their pet's waste.
- Picnic areas are on a first come, first serve basis unless the area has been reserved in the Parks office.
- Renters of Parks are responsible for any damages that they, their vendors or event attendees may cause.
- The selling of food, drink or other commodities on park property is prohibited without proper permits.
- Consuming, possessing, or selling alcoholic beverages of any kind is prohibited, except as specially permitted.
- Carrying or discharging any firearms, fireworks or weapons of any kind is prohibited.
- To damage, disturb, deface, vandalize or remove any tree, plant, shrub, rock, or structure/apparatus of any kind is prohibited.
- All garbage must be deposited in the proper trash receptacles.
- Speaking in an abusive, threatening, insulting or indecent manner to others is prohibited.
- Parking is only allowed in the designated parking areas.
- No overnight parking between the hours of 10:30 p.m. and 6:30 a.m.
- No motor vehicles are allowed on walking trails or property, except as specially permitted.
- No loud music.
- Open camp fires are prohibited in any of the city parks without approval from the Parks Director.
- Dumping of hot coals after barbequing is prohibited.
- Appropriate attire required.
- Police have the authority to stop any event or gathering that they deem to be out of control.
- Skateboarding, BMX freestyle biking, Rollerblading and Roller Skating are strictly prohibited from using any park structures to perform tricks or jumps except in the designated Alvin Skate Park located in National Oak Park.
- Skateboarding, BMX freestyle biking, Rollerblading and Roller Skating are permitted to use the hike and bike trail systems for access to the Skate Park

These rules and regulations are adopted pursuant to authority granted by Sec. 16½ - 22, Code of Ordinances, City of Alvin. Any person who violates these regulations will be subject to penalties prescribed by law. For reservations, call Parks and Recreation at 281-388-4299.

Ex. A. to Ord. 12-X

Amended April 4, 2013



COMMUNITY WIDE EVENT APPLICATION

INDEMNITY AGREEMENT

1) As a condition of a Permit being issued, the Applicant acknowledges that he/she has voluntarily applied for a Community Wide Event Application Event permit that in consideration of the privileges associated therewith, Applicant agrees to PROTECT, INDEMNIFY and HOLD HARMLESS, the City, its officers, agents and employees, from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses including attorney fees incidental to the defense of such suits, actions, claims, losses, damage or liability on account of injury, death or otherwise, to any person or damage to any property, arising from any negligent act, error or omission of the undersigned, its officers, employees or agents, arising out of, resulting from, or caused by any act occurring as a result of the exercise of the privileges granted by this permit.

2) APPLICANT AGREES THAT THIS INDEMNITY AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE STATE OF TEXAS, AND THAT IF ANY PORTION IS HELD INVALID, THEN IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

3) This indemnity agreement contains the entire agreement of the undersigned and the City of Alvin, Texas, and may not be modified or altered without the express written consent of the City of Alvin.

4) This indemnity agreement is interpreted by Texas law and is performable for all purposes in the County of Brazoria, State of Texas.

AFFIDAVIT OF APPLICANT/REQUESTING ENTITY:

I certify that the information contained in the Community Wide Event Application is true and correct to the best of my knowledge and belief, that I understand, and agree to abide by all the regulations, provisions and rules governing Community Wide Events as set forth by the City of Alvin. That I understand that this Application is made subject to the rules and regulations established by the Alvin City Council. I have read the entire Application and agree to abide by these rules and further certify that, on behalf of the organization, I am authorized to commit that organization, and therefore agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the Event to the City of Alvin. I further agree that the organization shall not discriminate against any person or persons because of race, age, gender, religion, color, national origin, sexual orientation, or disability.

Applicant: Chad Dudley

Date of Application: 10/23/16

LIONS
Title (Print or type)

Chad Dudley
Signature of Applicant (Event Organizer)

Permit Fee: \$50.00

Approved by/Date: /

Permit #



Temporary Food Establishment

Health Permit Application - City of Alvin Health Department

1100 West Highway 6 • Alvin, Texas 77511 • (281) 388-4325 • Fax (281) 388-4340

Event Name: Steak of the Art Sponsor/Organizer: Alvin Noon Lions Club
Date(s) of Event: From 9/17 To 9/17 Hours of Operation: From 10am To 10pm
Location of Event: National Oak Park

Business Name (DBA): Alvin Noon Lions Club
Name of Applicant: Chad Dudley
Applicant's Address: [Redacted] Phone #: [Redacted]
Alvin, TX 77511 Cell #: _____
Applicant's DL #: _____ DL State: _____
Email Address: [Redacted]

Do you operate Food Establishments at other locations? Yes No (Circle One)
If Yes, proved names and addresses: _____

Food Items to be Served	Source/Vender/ Location of Purchase	Place of Preparation	Transporting/ cold holding facilities	Cooking Equipment	Hot Holding Facilities

The information provided on this application is accurate. This establishment agrees to comply with the Codes adopted by the City of Alvin and is aware of the right to access to the Regulatory Authority as specified within the Health Codes. I understand that non-compliance may result in immediate closing of the food establishment. This permit is limited to the foods listed above and valid only for the dates of the event.

6/13/14
Date

Chad Dudley
Signature of Applicant

Temporary Food Establishment Guidelines

GENERAL – Temporary Food Service Establishments shall comply with State and City rules. The regulatory authority may impose additional requirements to protect against health hazards, and may prohibit the sale of all potentially hazardous foods. Food served to the public may not be prepared in a private residence.

TEMPERATURE – Cold Foods must be kept below 41°F, and Hot Foods must be kept above 135° F. **Thermometers must be provided** to take temperatures of hot and cold foods (at all times including transfer.)

OUT OF TEMPERATURE FOOD – Any food held out of temperature must be labeled with the exact date and time that the food is removed from hot/cold storage. All food that remains out of temperature for greater than four (4) hours must be destroyed.

ICE – Ice that is used for storage of food and/or drinks may not be used for consumption.

CLEANING – Equipment and the general area shall be kept clean at all times.

FOOD PREPARATION AREA – Food service workers must wear hair restraints in food preparation area. Food must be protected during storage, display and cooking.

WAREWASHING – Three containers for washing, rinsing and sanitizing food preparation equipment such as cooking utensils, pots and pans shall be provided.

SINGLE-SERVICE ARTICLES – Only single-service tableware shall be provided to the consumer.

WATER – Enough potable water shall be available in the establishment for food preparation, for cleaning and sanitizing utensils and equipment and for hand washing.

WET STORAGE – The storage of packaged food in contact with water or un-drained ice is prohibited. Wrapped sandwiches shall not be stored in direct contact with ice.

WASTE – A large covered container shall be provided to store wastewater until final disposal. All sewage, including liquid waste, shall be disposed of according to law.

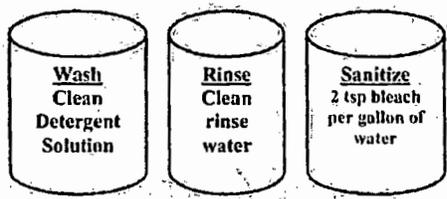
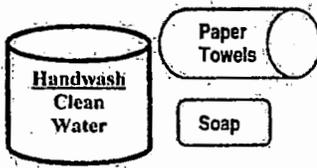
HANDWASHING – A hand washing facility shall be available for employees that consists of warm water, soap, and disposable paper towels. Gloves must be worn for handling and preparation of ready-to-eat foods.

STANDS OR BOOTHS – All food and supplies must be stored off of the floor. It is recommended that all booths be enclosed and covered with wood, canvas, or other materials that protect the interior of the establishment from the weather.

GARBAGE – All establishments must have a garbage container.

FIRE EXTINGUISHERS – A fire extinguisher must be present if cooking over an open flame, or using a fryer.

The following items must be on site:

<u>Utensil Washing Containers</u>	<u>Hand-Washing Station</u>	<u>Thermometer/Temperatures</u>
		 <p><i>Cook Foods to a minimum Temperature of:</i> Seafood or Pork 145°F Poultry 165°F Beef 155°F</p>



CITY OF ALVIN

302 West House Street • Alvin, Texas 77511 • (281) 331-7688 • FAX (281) 331-9713

Fire Marshal's Office

**Fire Prevention Permit Application
Temporary Tent Structure**

Date of Application: _____ New Permit: X Renewal Permit: _____

Permit Requester

Owner/Representative: _____
Name of Business: _____
Address of Business: _____
Telephone Number: _____
Site Location: _____
Name of Business: _____
Address of Business: _____

Temporary membrane structures, tent, and canopy permit:

Permit Fee:

Temporary membrane structures:	\$200.00
Any tent or canopy in excess of 700 square feet or having an occupant load of 50 or more persons:	\$100.00

Tents and membrane structures in excess of 700 square feet and or having an occupant load of 50 or more persons and utilized as a place of assembly to include a circus, carnival, tent show, theater, skating rink, dance hall, eating/drinking facility or other place of assembly in or under which persons gather for any purpose.

Fire Marshal Approval: _____ Date: _____
Payment Amount: \$ _____
Check #: _____
Receipt #: _____
Date: _____



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CITY OF ALVIN

1500 S. Gordon St • Alvin, Texas 77511 • (281) 585-7108 • FAX (281) 388-4380

Office of the Police Chief

Sound & Noise Permit

Event Information

Date of Event	<u>Sept 17, 2016</u>	Time of Event Start	<u>10 A</u>	End	<u>11 P</u>
Location of Event	<u>118 S. Magnolia St Alvin, TX 77511 National oak park</u>				
Type or Name of Event	<u>Steak of the Arts</u>				
Responsible Party or Organization	<u>Alvin Noun Lions Club</u>				
Description of Sound Equipment or Band	<u>Live Bands</u>				
Type of Music (General)	<u>Blues and Jazz</u>				
Private Event	<input type="checkbox"/>			Community Wide Event	<input checked="" type="checkbox"/>

Applicant Information

Name:	<u>Chad Dudley</u>	Address:	[REDACTED]
Home Phone:	<u>8</u>	Mobile Phone:	[REDACTED]
Email Address:	[REDACTED]		

Person(s) In Attendance with Authority to Control Noise

Name:	<u>Chad Dudley</u>	Name:	
Address:	[REDACTED]	Address:	
Mobile Phone:	[REDACTED]	Mobile Phone:	

I understand and will comply with the conditions of this permit and the provisions of the Alvin Police Department. I understand that an approved permit may be cancelled at the discretion of the Alvin Police Department for failure to comply with the terms of the permit. I further understand that conflicts may arise which necessitate the revocation of this permit. Examples include, but not limited to, excessive noise control, ingress or egress to areas for patrons and City of Alvin personnel.

Applicant Signature

Chad Dudley 6/18/16

FOR OFFICE USE ONLY

Conditions of Approval/Reason for Denial:

APPROVED

DENIED

Police Representative Signature

Date



www.alvin-tx.gov

RECOGNIZED GROUP

Application

For consideration as a "Recognized Group" please provide all requested documents and submit to the Alvin Parks and Recreation Department, email: mgrigsby@cityofalvin.com, fax: 281-331-7516, mail/in person: 1100 W. Highway 6 Alvin, TX 77511. The application process may take up to sixty (60) days from the date this application is received. The president or his/her designee may be required to attend a meeting(s) with City of Alvin staff and/or elected officials during this application process.

Group/Organization Name: Alvin Noun Lions Club

Contact Person on behalf of the Group: Chad Dudley

Home Phone: _____ Mobile Phone: _____

Email Address: _____

- List of Current Board of Directors listing name, title, address, phone, email
- Letter of explanation including why petitioning group is seeking "Recognized Group" status AND explain the percentage of revenue from fundraising efforts and the local impact to the Alvin Community
- Proof of 501(c) status. Acceptable forms of proof include: Texas Sales and Use Tax Exemption Certification, letter from the State of Texas Comptroller of Public Accounts or a letter from the IRS.
- City of Alvin reserves the right to request any additional information beyond what is listed



AGENDA COMMENTARY

Meeting Date: 9/1/2016

Department: City Attorney

Contact: Bobbi Kacz, City Attorney

Agenda Item: Consider Addendum No. 13 to the Contract for Refuse Collection and Disposal Services between the City of Alvin and Waste Connections of Texas (formerly Progressive Waste Solutions) to adjust rates paid to Waste Connections of Texas due to the decrease in the revised Consumer Price Index Rate for All Urban Consumers (CPI-U) for the Houston-Galveston-Brazoria, TX area and fuel cost adjustments pursuant to the agreement; and authorize the Mayor to sign.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: The City's contract with IESI (signed August 18, 2005), with a subsequent name change to Progressive Waste Solutions (August 12, 2012), for refuse collection and disposal service contains a provision for an annual adjustment of compensation paid to the contractor.

Waste Connections of Texas submitted the annual letter evaluating the CPI-U and fuel adjustments per the contract with the City. Although the CPI-U and fuel adjustment was -3.547%, their operational costs increased by 2.74%, thus, the overall net adjustment is -0.807% to the City's cost. Based on 2015-16 payment, this percentage of decrease in cost to the City is approximately \$17,000. The effective date for the adjustment is October 1, 2016.

Addendum #13 includes the annual adjustment of compensation of -0.807% paid to the contractor and the revised notice provision for the new service provider, Waste Connections of Texas.

Funding Expected: Revenue ___ Expenditure x N/A ___ **Budgeted Item:** Yes x No ___ N/A ___

Account Number: 212 6501 00 3440 **Amount:** \$2,232,000 **1295 Form Required?** Yes ___ No ___

Legal Review Required: N/A ___ Required x **Date Completed:** August 24, 2016

Supporting documents attached:

- Addendum #13
- Renewal Letter

Recommendation: Move to approve Addendum No. 13 to the Contract between the City of Alvin and Waste Connections of Texas and authorize the Mayor to execute Addendum No. 13.

Reviewed by Department Head, if applicable
Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable
Reviewed by City Manager

**ADDENDUM NO. 13 TO CITY OF ALVIN
CONTRACT FOR REFUSE COLLECTION
AND DISPOSAL SERVICES**

THIS THIRTEENTH ADDENDUM (“Addendum No. 13”) is entered into this _____ day of _____, 2016, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the “City”) and Waste Connections of Texas, (the “Contractor”), being the Parties to this Agreement.

WHEREAS, the City and IESI entered into a Contract for Refuse Collection and Disposal Services on or about August 18, 2005 (the “Original Agreement”); IESI changed its name to Progressive Waste Solutions June 20, 2012, and Waste Connections of Texas acquired Progressive Waste Solutions June 1, 2016; and

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

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

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

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

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

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

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

WHEREAS, the City and Progressive Waste Solutions entered into Addendum No. 8 on or about August 16, 2012 (the “Eighth Addendum”);

WHEREAS, the City and Progressive Waste Solutions entered into Addendum No. 9 on or about August 15, 2013 (the “Ninth Addendum”);

WHEREAS, the City and Progressive Waste Solutions entered into Addendum No. 10 on or about August 21, 2014 (the “Tenth Addendum”);

WHEREAS, the City and Progressive Waste Solutions entered into Addendum No. 11 on or about February 19, 2015 (the “Eleventh Addendum”);

WHEREAS, the City and Progressive Waste Solutions entered into Addendum No. 12 on or about August 20, 2015 (the “Twelfth Addendum”);

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

WITNESSETH:

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

I.

The Agreement is amended by adding Addendum No. 13 with Exhibit “A” to the Agreement pursuant to Section 11, Compensation to Contractor, subsections (a) Rates, (b) CPI-U Adjustment, (c) Operating Cost Adjustment and (d) Landfill Cost Adjustment.

Commencing October 1, 2016, the rates charged to the City for the services provided by the Contractor shall be those rates as outlined in Exhibits “A”, attached hereto.

II.

The Agreement is amended by revising Section 14, Miscellaneous Provisions:

- (e) **Notices**. Any notices required to be given hereunder shall be deemed given to the parties when personally delivered or when mailed, postage prepaid, to the parties at the following respective addresses:

Notice to City:

City of Alvin
216 West Sealy Street
Alvin, Texas 77511
(281) 388-4200
Attn: City Manager

Notice to Contractor:

Waste Connections of Texas
P.O. Box 1508
Alvin, Texas 77512
Attn: Area Market Manager

III.

Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement and Addendum No. 13, the provisions of Addendum No. 13 shall control. Addendum No. 13 may only be amended, modified or supplemented by written agreement and signed by all the parties

The Agreement and the Addendum No. 13 represent the entire agreement among the parties with respect to the matters that are the subject hereof.

IN WITNESS WHEREOF, the parties have made and executed Addendum No. 13 to the Contract for Refuse Collection and Disposal Services in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

CONTRACTOR:

Waste Connections of Texas

CITY:

City of Alvin, Texas

By: _____

Name: Evan Sharp
Title: District Manager

By: _____

Paul A. Horn
Mayor

ATTEST/SEAL

By: _____

Dixie Roberts
City Clerk

APPROVED AS TO FORM:

By: _____

Bobbi Kacz
City Attorney

July 20, 2016

City of Alvin
Attn: Sereniah Breland
216 W. Sealy
Alvin, TX 77511
RE: Annual Rate Adjustment



Dear Ms. Breland,

It was a pleasure meeting you and Ms. Mallett several weeks back. I believe that the new partnership with Waste Connections and The City of Alvin will be mutually beneficial, and we look forward to serving the community for years to come.

Each year we evaluate the CPI-U and fuel per our contract with the city. This year the CPI-U and Fuel adjustment was -3.547%. However, we do have other operational cost increases that are not a part of the CPI-U/Fuel Calculation.

This year we received a 2% landfill rate adjustment from Waste Management's Costal Plains Landfill. Attached is a copy of that letter for your review. The City Alvin's Trash volume in its entirety is disposed of at Costal Plains Landfill. Additionally we are no longer receiving a commodity rebate on single stream recyclables due to a weak commodity market, and are now actually having to pay Waste Management's Gasmer recycling location a fee (anywhere between \$3.49 and \$13.49 per ton in 2016). In prior years the average Alvin recycling rebate averaged around \$1000 per month, so far in 2016 our average cost to process the single stream has been just above \$400 per month.

The increase on landfill costs coupled with the cost of processing single stream recycling has caused our operating costs to increase by 2.74%. As a result of the increase in our operational cost, Waste Connections would like to petition the city council to approve the overall net adjustment ($-3.547\% + 2.74\% = -0.807\%$). **The effective date for the adjustment would be October 1, 2016.**

We appreciate the opportunity to serve your community. Should you have any questions or concerns regarding this adjustment or anything else, please feel free to contact me at the office at 281-331-0810.

Best Regards,



Evan Sharp
District Manager
Waste Connections of TX
Evans@wasteconnections.com



WASTE MANAGEMENT

9821 Katy Frwy, Suite 700
Houston, TX 77024
(713) 647-5459
(713) 647-5466 Fax

March 29, 2016

IESI TX Corporation
2301 Eagle Parkway, Suite 200
Fort Worth, Texas 76177

Subject: Coastal Plains Landfill Price Adjustment

Dear Sir:

Effective April 1, 2016, Waste Management increased the disposal rate on all volume delivered under the Solid Waste Agreement. This letter will serve as notice that Waste Management will be implementing a price increase for services charged to IESI TX in accordance with the provisions of the Solid Waste Disposal Agreement effective April 1, 2012. As detailed in Exhibit "C" for the beginning Base Rates and Article 5, Section 5.1 and 5.2 under the Agreement, the Year 5 disposal rates will be in effect. The effective disposal rate changes are as follows:

Rate Adjustment: 2%

**The disposal rate increase above includes all fees and surcharges. The disposal rate changes above do not include any other waste including special waste or special handling waste not included under the agreement.*

All other terms and conditions of the agreement including amendments remain in full force and effect. Should you have any questions, please do not hesitate to contact me at 713-647-5459.

Waste Management of Texas, Inc.

Mike Thompson

Sr. Manager, Third Party Landfill Revenue
Texas/Oklahoma Market Area (TEXOMA)

City of Alvin Recycle Rebate Impact

Month	Avg Tons	Rebate Amount	Disposal Cost	Alvin Donation	Alvin Impact
Jan '16	38.88	0	(246.50)	(500.00)	(746.50)
Feb '16	30.05	0	(334.16)	(500.00)	(834.16)
Mar '16	42.16	0	(568.74)	(500.00)	(1068.74)
April '16	53.71	0	(724.55)	(500.00)	(1224.55)
May '16	37.44	0	(141.90)	(500.00)	(641.90)

Assuming 30% of tonnage collected at the WM Gasmer location belongs to Alvin

2016-2017 FUEL ADJUSTMENT WITH CONTRACT
ADDENDUM #13

MONTHLY May 2015 to April 2016

MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2.780	2.769	2.676	2.458	2.353	2.322	2.289	2.191

2.31325 AVERAGE 12 MONTHS 2015

***BASEI

BEGINNING	ENDING					
FUEL	ANNUAL FUEL		DIVIDE BY	EQUALS	TIMES	PERCENTAGE
BASE	AVERAGE	DIFFERENCE	BEGINNING		CONSTANT	INCREASE
			FUEL		QUALIFER	

BASE RATE	YR AVG	DIFFERENCE	EQUALS	QUALIFER	EQUALS	5/1/16	DATE
3.70 \$	2.31 \$	(1.39)	-0.3747973	0.1320	-0.0494732	1.4%	cpi-u
						-4.947%	fuel adj
						-3.547%	total PWS

EXHIBIT "A-3"
CITY OF ALVIN
SOLID WASTE SCHEDULE (-0.807% CPI, Fuel & Operating Adjustment)
EFFECTIVE 10/01/2016

Residential Sack (Garbage)	\$ 11.23	per month
Residential Heavy Trash/Brush	\$ 0.76	per month
Curb Side Recycle	\$ 0.30	per month
(1) 95 Gallon Cart (1 time/week)	\$ 19.33	per month
(1) 95 Gallon Cart (2 times/week)	\$ 23.36	per month
(2) 95 Gallon Cart (1 times/week)	\$ 12.34	per month

COMMERCIAL RATE SCHEDULE

CONTAINER SIZE	Lifts Per Week						Extra-Lifts
	1	2	3	4	5	6	
2 Cubic Yd	\$ 58.27	\$ 86.52	\$ 103.96	\$ 129.70	\$ -	\$ -	\$ 39.66
3 Cubic Yd	\$ 71.50	\$ 111.12	\$ 152.88	\$ 192.09	\$ -	\$ -	\$ 39.87
4 Cubic Yd	\$ 83.53	\$ 130.00	\$ 176.52	\$ 224.25	\$ -	\$ -	\$ 48.13
6 Cubic Yd	\$ 104.64	\$ 175.19	\$ 224.66	\$ 299.64	\$ 374.48	\$ 449.42	\$ 72.19
8 Cubic Yd	\$ 126.47	\$ 222.26	\$ 304.28	\$ 410.79	\$ 509.63	\$ 613.58	\$ 96.27
8 Cubic Yd Com	\$ 199.21	\$ 398.42	\$ 597.63	\$ 796.84	\$ 996.05	\$ 1,195.26	\$ -

ROLL OFF CONTAINERS

Haul Rates	Haul	Delivery	Rental	Disposal/ Ton **
20 yard	\$ 192.51	\$ 92.66	\$ 3.09	\$ 24.01
30 yard	\$ 192.51	\$ 92.66	\$ 3.09	\$ 24.01
40 yard	\$ 192.51	\$ 92.66	\$ 3.09	\$ 24.01
28 yrd Compactors	\$ 246.05	\$ -	NA	\$ 24.01
30 yrd Compactors	\$ 246.05	\$ -	NA	\$ 24.01
35 yrd Compactors	\$ 246.05	\$ -	NA	\$ 24.01
40 yrd Compactors	\$ 246.05	\$ -	NA	\$ 24.01
42 yrd Compactors	\$ 246.05	\$ -	NA	\$ 24.01

** Disposal - 3 ton minimum



AGENDA COMMENTARY

Meeting Date: 9/1/2016

Department: Finance

Contact: Junru Roland, Assistant City Manager/CFO

Agenda Item: Consider Ordinance 16-V; amending Chapter 28, Comprehensive Fee Ordinance, for the purpose of revising certain water and sewer fees for residential and commercial customers due to the annual consumer price index rate for all urban consumers (CPI-U) for the Houston-Galveston-Brazoria, Texas area; providing for a ten percent (10%) penalty for late payment; providing for an effective date of October 2016 billing cycles; and setting forth other provisions related thereto.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: The city ordinance requires that water and sewer rates be increased, at minimum, based on the annual consumer price index rate for all urban consumers (CPI-U) for the Houston-Galveston-Brazoria, Texas area. The ordinance also allows the consideration of other factors to determine if an additional increase in water and sewer rates is warranted.

The water and sewer rate adjustment is equal to the percentage that the CPI-U has changed over the previous 12-month period. The CPI-U has increased by 1.4%. At this time, staff is recommending the minimum water and sewer rate adjustment of 1.4%, in accordance with the City's water and sewer fee ordinance. This calculates to a \$0.65 monthly increase to the average residential customer, using 5,000 gallons per month.

City Council has authorized the appropriation of funds to hire a consultant to study the City's utility revenues and make recommendations to council concerning water and sewer rates; as well as analyze the revenue needs and rates for future years in lieu of the projects identified in the Utility Master Plan. The results of the study will be completed and presented to council in the near future.

Funding Expected: Revenue ___ Expenditure ___ N/A ___ **Budgeted Item:** Yes ___ No ___ N/A ___

Account Number: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No ___

Legal Review Required: N/A ___ Required x **Date Completed:** August 24, 2016

Supporting documents attached:

- Ordinance 16-V redlined
- Water and Sewer Rate Comparison

Recommendation: Move to approve Ordinance 16-V; amending Chapter 28, Comprehensive Fee Ordinance for the purpose of revising certain water and sewer fees for residential and commercial customers due to the annual CPI-U increase; providing for a 10% penalty for late payment; providing for an effective date of October 2016 billing cycles; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

ORDINANCE NO. 16-V

AN ORDINANCE AMENDING CHAPTER 28, COMPREHENSIVE FEE ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF REVISING CERTAIN WATER AND SEWER FEES FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS DUE TO THE ANNUAL CONSUMER PRICE INDEX RATE FOR ALL URBAN CONSUMERS (CPI-U) FOR THE HOUSTON-GALVESTON-BRAZORIA, TEXAS AREA; PROVIDING FOR A TEN PERCENT (10%) PENALTY FOR LATE PAYMENT; PROVIDING FOR AN EFFECTIVE DATE OF OCTOBER 2016 BILLING CYCLES; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

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

“**Sec. 28-2. In General.**

...

WATER AND SEWER

...

(10) Water rates (monthly charges):

Inside the city limits:

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

- | | |
|--|---------------------------------|
| (a) For residential and multi-family users | \$11.30 <u>11.46</u> |
| (b) For commercial users | \$11.86 <u>12.03</u> |

For the second increment of water usage from 2,001 - 7,000 gallons of
water, per 1,000 gallons

~~\$2.89~~2.93

For the third increment of water usage from 7,001 gallons and above,
per 1,000 gallons

~~\$4.41~~4.47

Outside the city limits:

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

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

Brazoria County Groundwater Conservation District user fee:

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

(11) Sewer rates (monthly charges):

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

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

(a) For residential and multi-family users	\$17.52 <u>17.77</u>
(b) For commercial users	\$18.03 <u>18.28</u>

For the additional incremental water usage in excess of 2,000 gallons,
per 1,000 gallons\$ ~~2.89~~2.93

Inside the city limits (for residents with city sewer service only):

Monthly charge\$~~40.69~~41.26

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

Outside the city limits:

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

- (17) Beginning with the October, 2015 billing cycles, and each year thereafter, the water and sewer rates shall be increased, at a minimum, based on the annual CPI-U rate using the preceding April data of that year. The Council may also use other factors to determine any additional increase. The rates, set in subsections (10) and (11) above, shall be automatically adjusted with the October billing cycles of each year.

*As used herein, "CPI-U" shall mean the revised consumer price index rate for all urban consumers (all items included) for the Houston-Galveston-Brazoria, TX area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "bureau").

...

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

Section 3. Severability Clause. If any section, clause, sentence, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

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

Section 5. Proper Notice and Meeting. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551 of the Texas Government Code*. Notice was also provided as required by *Chapter 52 of the Texas Local Government Code and the City of Alvin Charter*.

Section 6. Effective Date. This ordinance shall take effect beginning with the October 2016 billing cycles from and after its passage in accordance with the provisions of *Chapt. 52, Tex. Loc. Gov't. Code* and the *City of Alvin Charter*.

PASSED AND APPROVED on first and final reading, this ____ day of _____, 2016.

ATTEST:

CITY OF ALVIN, TEXAS

By: _____
Dixie Roberts, City Clerk

By: _____
Paul A. Horn, Mayor

The following chart shows how Alvin’s proposed rates compare with other rates in our region.

FY16 RESIDENTIAL WATER & SEWER			
Combined Monthly Rate	5,000 Gals.	Combined Monthly Rate	10,000 Gals.
Deer Park	\$72.41	Houston	\$122.08
Manvel	\$67.00	Deer Park	\$117.76
Bay City	\$65.42	League City	\$101.75
Missouri City	\$63.75	Bay City	\$99.17
Richwood	\$60.10	Richwood	\$98.60
Houston	\$58.97	Angleton	\$96.22
Angleton	\$55.02	West U.	\$96.11
Clute	\$55.00	Pearland	\$94.30
League City	\$54.75	Clute	\$92.50
West U.	\$54.32	Lake Jackson	\$91.95
Pearland	\$53.57	Manvel	\$85.00
Lake Jackson	\$50.70	Missouri City	\$82.00
La Marque	\$49.70	Alvin (FY17 proposed)	\$80.73
Alvin (FY17 proposed)	\$46.81	La Marque	\$80.70
Friendswood	\$46.80	Rosenberg	\$72.58
Humble	\$45.20	Friendswood	\$71.80
Conroe	\$44.94	Conroe	\$71.39
Rosenberg	\$44.58	Freeport	\$70.20
Sugar Land	\$42.15	Pasadena	\$64.25
Bellaire	\$37.33	Texas City	\$62.89
Pasadena	\$35.00	Bellaire	\$62.83
Freeport	\$33.95	Humble	\$61.60
Texas City	\$30.99	Sugar Land	\$47.40
Katy	\$22.85	Katy	\$34.76



AGENDA COMMENTARY

Meeting Date: 9/1/2016

Department: Finance **Contact:** Junru Roland, Assistant City Manager/CFO

Agenda Item: Consider Ordinance 16-W; amending Chapter 28, Comprehensive Fee Ordinance for the purpose of revising certain solid waste collection and disposal fees for residential, commercial and roll-off containers due to the annual consumer price index rate for all urban consumers (CPI-U) for the Houston-Galveston-Brazoria, Texas area; providing for a ten percent (10%) penalty for late payment; providing for an effective date of October 2016 billing cycles; and setting forth other provisions related thereto.

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: The City's ordinance requires that solid waste rates be increased, at minimum, based on the annual consumer price index rate for all urban consumers (CPI-U) for the Houston-Galveston-Brazoria, Texas area. The ordinance also allows the consideration of other factors to determine if an additional increase in solid waste rates is warranted.

The solid waste rate adjustment is equal to the percentage that the CPI-U has changed over the previous 12-month period. The CPI-U has increased by 1.4%. The CPI-U rate adjustment that will be applied to solid waste rates for FY17 would result in a 1.4% increase in solid waste rates for FY17 -- which calculates to a \$0.21 increase in solid waste collection rates for residential customers per month.

Funding Expected: Revenue ___ Expenditure ___ N/A ___ **Budgeted Item:** Yes ___ No ___ N/A ___

Account Number: Various accounts **Amount:** _____ **1295 Form Required?** Yes ___ No ___

Legal Review Required: N/A ___ Required **Date Completed:** August 24, 2016

Supporting documents attached:

- Ordinance 16-W redlined

Recommendation: Move to approve Ordinance 16-W; amending Chapter 28, Comprehensive Fee Ordinance for the purpose of revising certain solid waste collection and disposal fees for residential, commercial and roll-off containers due to the annual CPI-U increase; providing for a 10% penalty for late payment; providing for an effective date of October 2016 billing cycles; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

ORDINANCE NO. 16-W

AN ORDINANCE AMENDING CHAPTER 28, COMPREHENSIVE FEE ORDINANCE, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS FOR THE PURPOSE OF REVISING CERTAIN SOLID WASTE COLLECTION AND DISPOSAL FEES FOR RESIDENTIAL, COMMERCIAL AND ROLL-OFF CONTAINERS DUE TO THE ANNUAL CONSUMER PRICE INDEX RATE FOR ALL URBAN CONSUMERS (CPI-U) FOR THE HOUSTON-GALVESTON-BRAZORIA, TEXAS AREA; PROVIDING FOR A TEN PERCENT (10%) PENALTY FOR LATE PAYMENT; PROVIDING FOR AN EFFECTIVE DATE OF OCTOBER 2016 BILLING CYCLES; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

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

Sec. 28-2. In General.

...

SOLID WASTE COLLECTION AND DISPOSAL

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

Each single dwelling unit	\$13.04 <u>13.22</u>
Two-family residences, each unit.....	\$13.04 <u>13.22</u>
Apartment house with more than two (2) apartments, each unit.....	\$13.04 <u>13.22</u>
Manufactured home park, each unit	\$13.04 <u>13.22</u>

The charge for monthly curbside residential collection, removal and disposal of bulky trash and brush in bundles four (4) feet in length and weighing no more than fifty (50) pounds shall be one dollar and sixty-four cents (~~\$1.64~~1.67) per residence.

The charge for collection, removal and disposal of brush in piles (not cut, bundled or tied) from residential customers shall be the unit price of twelve dollars and fifty cents (\$12.50) per cubic yard. Collection services for such brush shall be provided only upon request.

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

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

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

90--95 gallon cart minimum per cart:

One collection per week.....	\$ 31.77 <u>32.21</u>
Two collections per week	\$ 47.08 <u>47.74</u>

Two-cubic-yard containers per month:

One collection per week.....	\$ 68.86 <u>69.82</u>
Two collections per week	\$ 102.21 <u>103.64</u>
Three collections per week	\$ 122.86 <u>124.58</u>
Four collections per week	\$ 153.27 <u>155.42</u>

Three-cubic-yard containers per month:

One collection per week.....	\$ 84.48 <u>85.66</u>
Two collections per week	\$ 131.31 <u>133.15</u>
Three collections per week	\$ 180.67 <u>183.20</u>
Four collections per week	\$ 227.01 <u>230.19</u>

Four-cubic-yard containers per month:

One collection per week.....	\$ 98.71 <u>100.09</u>
Two collections per week	\$ 153.64 <u>155.79</u>
Three collections per week	\$ 208.61 <u>211.53</u>
Four collections per week	\$ 265.01 <u>268.72</u>

Six-cubic-yard containers per month:

One collection per week.....	\$ 123.67 <u>125.40</u>
Two collections per week	\$ 207.04 <u>209.94</u>
Three collections per week	\$ 265.50 <u>269.22</u>
Four collections per week	\$ 354.09 <u>359.05</u>
Five collections per week.....	\$ 442.54 <u>448.74</u>
Six collections per week	\$ 531.11 <u>538.55</u>

Eight-cubic-yard containers per month:

One collection per week.....	\$ 149.45 <u>151.54</u>
Two collections per week	\$ 262.39 <u>266.06</u>
Three collections per week	\$ 359.58 <u>364.61</u>
Four collections per week	\$ 485.46 <u>492.26</u>

Five collections per week.....	\$ <u>602.26</u> <u>610.69</u>
Six collections per week	\$ <u>725.11</u> <u>735.26</u>

Six-cubic yard compactor container per month:

One collection per week	\$ <u>230.35</u> <u>233.57</u>
Two collections per week	\$ <u>460.71</u> <u>467.16</u>
Three collections per week	\$ <u>691.05</u> <u>700.72</u>
Four collections per week	\$ <u>921.41</u> <u>934.31</u>
Five collections per week	\$ <u>1,151.76</u> <u>1167.88</u>
Six collections per week	\$ <u>1,382.12</u> <u>1401.47</u>

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

Brush piles, per cubic yard.....	\$ 12.50
Heavy trash, per cubic yard	\$ 12.50

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

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

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

Roll-off containers:

Haul rates	\$ 194.92 <u>192.51</u>
Delivery rates	\$ 93.81 <u>92.66</u>
Daily rental.....	\$ 3.13 <u>3.09</u>
Disposal/ton**	\$ 24.31 <u>24.01</u>

Compactors:

Haul rates	\$ 249.12 <u>246.05</u>
Disposal/ton**	\$ 24.31 <u>24.01</u>

**Disposal--Three-ton minimum.

- (4) Beginning with the October, 2015 billing cycles, and each year thereafter, the solid waste rates shall be increased, at a minimum, based on the annual CPI-U rate using the preceding April data of that year. The Council may also use other factors to determine any additional increase. The rates, set in subsections (1), (2) and (3) above, shall be automatically adjusted with the October billing cycles of each year.

*As used herein, "CPI-U" shall mean the revised consumer price index rate for all urban consumers (all items included) for the Houston-Galveston-Brazoria, TX area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "bureau").

....

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

Section 3. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

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

Section 5. Effective Date. This ordinance shall take effect beginning with the October 2016 billing cycles, that being after its passage in accordance with the provisions of *Chapter 52 of the Texas Local Government Code* and the *City of Alvin Charter*.

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

PASSED on the first and final reading on the _____ day of _____, 2016.

ATTEST:

CITY OF ALVIN, TEXAS

By: _____
Dixie Roberts, City Clerk

By: _____
Paul A. Horn, Mayor



AGENDA COMMENTARY

Meeting Date: 9/1/2016

Department: Administration

Contact: Sereniah Breland, City Manager

Agenda Item: Consider casting a ballot for the Texas Municipal League Intergovernmental Employee Risk Pool (TMLIRP) Board of Trustees (Places 6-9).

Type of Item: Ordinance Resolution Contract/Agreement Public Hearing Discussion & Direction

Summary: The TMLIRP is the leading provider of workers' compensation, liability, and property coverage for local governments in Texas. Founded in 1974, TMLIRP is the oldest and largest pool of its type in the United States, serving over 2800 governments and political subdivisions. The Pool's mission is to provide Texas municipalities and other units of local government with a stable source of risk financing and loss prevention services at the lowest cost consistent with sound business practices.

This is the official ballot for the election of Places 6-9 of the Board of Trustees for TMLIRP. Each Member of the Pool is entitled to vote for Board of Trustee members. The City of Alvin is a member of the TMLIRP and is allotted one vote for each place. Typically, unless a candidate solicits a vote from our governing body, the City doesn't cast a ballot. Votes have been cast by City Council in year's past.

The officials on the ballot have been nominated to serve a six (6) year term on the TMLIRP (Worker's Compensation, Property and Liability) Board of Trustees.

Kyle Jung, City of Manvel City Manager was nominated to run for Place 6. (See official ballot included in the council packet for background information).

Staff recommends casting a ballot for Mr. Jung for the TMLIRP Board of Trustees Place 6. Mr. Jung has requested the City of Alvin's vote with the following statement:

"Friend and Colleagues,

The election for the TML-IRP Board of Trustees is underway and I am a candidate for Place 6. I would like to request your help with this election by asking your City to consider my candidacy and to ask others that you know to consider voting for me for the TML IRP Board.

As background, I have more than 21 years of service to local governments in Texas. I am in my fifth year as the city manager of Manvel and I served as city manager in Sour Lake and interim city manager in Flaton. I have worked in various capacities for the cities of Lubbock and Big Spring. During my 12 ½ years with the Texas Municipal League, I worked with the 900+ member Texas City Management Association, the TCMA Board, and numerous statewide committees and taskforces. My city and TML experiences have provided me with a statewide network of colleagues that I have learned from and have

formed the basis of my professional knowledge and experience. I have worked in cities with populations from 2,000 to 200,000 and a statewide association composed of more than 1,200 cities. With this experience, I would like to continue working for cities and other local governments in Texas through the Texas Municipal League Intergovernmental Risk Pool Board of Trustees and would ask for your help with this election.

Ballots have been mailed to cities to cast one vote per place and the ballots must be returned to David Reagan at TML IRP before September 30.

If you have any questions, please let me know.

Thank you for considering supporting my candidacy for Place 6 on the TML IRP Board.”

Current members of the TMLIRP Board of Trustees:

Member:	Place	Representing City/Authority
Larry Melton	Place 8	Chair, Odessa Housing Authority
Peter H. Vargas	Place 4	Vice Chair, City of Allen
Robert T. Herrera	Place 1	City of Cibolo
J.W. (Buzz) Fullen	Place 2	Henderson Housing Authority
George Shackelford	Place 3	City of Tomball
Leo Montalvo	Place 5	Appointed (McAllen)
Mary Gauer	Place 6	Central Texas Council of Governments
Charles “C.J.” Wax	Place 7	City of Rockport
Andres Garza Jr.	Place 9	City of Wharton
Donald S. Henderson	Place 10	Appointed (El Paso)
Randy Criswell	Place 11	City of Canyon
Michael Talbot	Place 12	City of Bastrop
Member:	Place	Representing City/Authority
Byron Black	Place 13	Johnson County CAD
Pat Norriss	Place 14	Nortex Regional Planning Commission
Ricky Childers	Place 15	Appointed (Lancaster)
Bennett Sandlin		TML Representative Ex-Officio (Austin)
Henry Wilson		TML Representative Ex-Officio (Hurst)
Michael Smith		TMLIEBP Representative Ex-Officio (Jacksboro)

Funding Expected: Revenue ___ Expenditure ___ N/A **Budgeted Item:** Yes ___ No ___ N/A
Account Number: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No ___
Legal Review Required: N/A Required ___ **Date Completed:** _____

Supporting documents attached:

- TMLIRP Board of Trustees Ballot

Recommendation: Move to cast a ballot for Kyle J. Jung for the Texas Municipal League Intergovernmental Employee Risk Pool (TMLIRP) Board of Trustees Place 6.

Reviewed by Department Head, if applicable
 Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable
 Reviewed by City Manager

OFFICIAL BALLOT

Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 6 – 9 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2016. Ballots received after September 30, 2016, cannot be counted. **The ballot must be properly signed and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P.O. Box 149194, Austin, Texas 78714-9194. If the ballot is not signed, it will not be counted.**

PLACE 6

- Mary Gauer** (Incumbent). Ms. Gauer has served on the TML Risk Pool Board of Trustees since 1998 and as Chair from 2010 to 2012. She served on the Harker Heights City Council from 1991 to 1998, and as Mayor from 1998 to 2004. Ms. Gauer serves as an elected citizen member of the Executive Committee of the Central Texas COG. She has served as President of the TML Association of Mayors, Councilmembers and Commissioners and the TML Region 9. She has also served as chair or member of several TML legislative committees.

- Kyle J. Jung**. City Manager for Manvel (Region 14) since January 17, 2012. Mr. Jung has more than 20 years of local government experience working for the cities of Flatonia and Sour Lake as City Manager, cities of Lubbock and Big Spring in various administrative roles, and with the Texas Municipal League. At the Texas Municipal League, he was chiefly responsible for the governance of the Texas City Management Association. Mr. Jung has a Master's degree in public administration with an emphasis in budgeting and personnel management from Texas Tech University.

WRITE IN CANDIDATE:

PLACE 7

- Richard Jorgensen.** City Manager of Giddings (Region 10). Previously, he served as City Manager for Vidor, Silsbee, and Sour Lake. Mr. Jorgensen has 20 years' experience in city government preparing, coordinating and monitoring the annual fiscal budget. He has also been involved in 4A and 4B economic development corporations for 13 years as either chairman or as a director. He has a Bachelor's degree in business administration and a Master's degree in public administration. He is involved with the Texas City Managers Association, serving on the Board for two years.

- C.J. Wax (Incumbent).** Mayor of Rockport since 2010. Mr. Wax is the current President of TML and served as the TML Region 11 Board Representative to the TML Board from 2011-15. He has served on the TML Risk Pool Board since 2013. He also has served on the Care Regional Board of Trustees since 2014 (currently as Chairman), on the Texas Windstorm Task Force under Chairman Todd Hunter, and on the Rockport Planning and Zoning Commission from 2009-10. He currently represents Rockport on the Coastal Bend COG, Aransas County Pathways, and Storm Water Advisory Committees.

WRITE IN CANDIDATE:

PLACE 8

- Jim Cox.** City Administrator for the City of Leonard (Region 13) since October 1, 2015. He previously served as City Administrator in Lindale, Texas, and Groesbeck, Texas. He also served for two terms on the City Council and on the Home Rule Charter Commission for Bay City, Texas. Mr. Cox is active in TCMA serving on the Membership Committee and Small Cities Advisory Board. He is a graduate of the Certified Public Manager Program at Stephen F. Austin University and attended the University of Texas at Arlington majoring in Business Administration.

- Andrea M. Gardner.** City Manager for the City of Copperas Cove (Region 9) since 2007. Previously, she was the Assistant City Manager/Director of Finance for Copperas Cove, Director of Finance for Pearland, and the Senior Budget Coordinator for Pasadena. She holds a Bachelor's degree in Accounting from the University of Houston and is a Certified Public Manager. Ms. Gardner also serves on the Metropolitan Planning Organization Technical Committee as the City's representative and the Central Texas COG's Executive Committee as a Citizen Liaison.

- Larry Melton (Incumbent).** Mayor for Odessa (Region 4) from 2001 to 2012. Mr. Melton also served three years as a councilmember. He has served on the TML Risk Pool Board of Trustees since 2009 and as Chair since 2014. He is the Chief Executive Officer of a regional public accounting firm, Johnson, Miller and Company, where he is responsible for all administrative and human resources areas of the firm. Previously, Mr. Melton was in the banking business for approximately 30 years. He is active in the United Way of Odessa and Odessa Chamber of Commerce. In 1993, he was honored as Odessa's outstanding citizen.

WRITE IN CANDIDATE:

PLACE 9

Richard L. Davis. City Manager for Baytown (Region 14) since 2015. Mr. Davis also served as City Manager for West Jordan, Utah; Town Manager for Fountain Hills, Arizona; and City Manager for West Point City, Utah. He has a Bachelor's degree in Public Relations from BYU and a Master's degree in Public Administration from BYU. He is a graduate of the Romney Institute of Public Management (Marriott School of Management) and the recipient of the Lennis M. Knighton Award for high academic achievement. He is a credentialed Municipal Manager by the International City and County Management Association.

Andres Garza (Incumbent). City Manager for the City of Wharton (Region 14) since 1994. Mr. Garza has served on the TML Risk Pool Board of Trustees since 1984, serving as Chair from 1994-1996. He served as the Pearsall City Manager from 1980 to 1994. Mr. Garza has been in public service for over 39 years of which 36 have been as a City Manager. He serves on the TML Small City's Advisory Council, has a BBA degree from Southwest Texas State University, and is a member of TCMA and ICMA.

Rick A. Schroder. City Administrator for the City of Helotes (Region 7) since September 2008. Mr. Schroder also served Helotes as the Economic Development Corporation's Specialist from November 2006 to September 2008. He graduated Magna Cum Laude from Trinity University in 2004 and earned a Master of Public Service and Administration in 2006 from the George H.W. Bush School of Government and Public Service at Texas A&M University. He interned for Congressman Henry Bonilla and for Ron Kaufman, former White House Political Director for President George H.W. Bush.

WRITE IN CANDIDATE:

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness by hand, this _____ day of _____, 2016.

Signature of Authorized Official

Title

Printed Name of Authorized Official

Printed Name of Political Entity