

City of Alvin, Texas

Paul Horn, Mayor

Brad Richards, Mayor Pro-tem, At Large Pos. 1
Vacant, At Large Pos. 2
Scott Reed, District A
Adam Arendell, District B



Keith Thompson, District C
Glenn Starkey, District D
Gabe Adame, District E

ALVIN CITY COUNCIL AGENDA

THURSDAY FEBRUARY 1, 2018

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 drobot@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 and Executive Session of the City Council of the City of Alvin, Texas, to be held on **Thursday, February 1, 2018** 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. **PRESENTATIONS**
 - A. Current Construction Projects.
4. **PUBLIC COMMENT**
5. **PUBLIC HEARING**
 - A. Public Hearing to receive comment on a taxicab license application submitted by LBR Taxi to operate a taxi service in the City of Alvin.
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 January 18, 2018 City Council meeting.
 - B. Acknowledgement of the 2017 Annual Racial Profiling Report.
 - C. Consider Resolution 18-R-03, calling and establishing the procedures for the May 5, 2018 General Election in Alvin, Texas, and providing for related matters thereto.
 - D. Consider a License Agreement with Clear Creek Independent School District for usage of Briscoe Park including the adjacent 42.2 acres of City owned property, for skills training, and authorize the City Manager to sign said agreement.
 - E. Consider a master preliminary plat of Southern Colony Section 4A, 4B, & 4C, being a subdivision of 90.989 acres of land situated in the William Hall League, abstract 31, Fort Bend County, Texas; being a partial replat of the T.W. & J.H.B. House subdivision, a

subdivision recorded in volume 7, page 301, deed records of Fort Bend County, Texas; plat records of Fort Bend County, Texas.

- F. Consider the purchase of a new ambulance, replacing Unit #755, out of the City’s Vehicle Replacement Program, from Frazer, Ltd. through the Houston-Galveston Area Council Cooperative Purchasing Program, in an amount not to exceed \$157,276.32.

7. OTHER BUSINESS:

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

- A. Consider Resolution 18-R-04, authorizing a revised Developer Agreement with Don Barras Development, LLC toward the construction of the St. James Senior Residential Development.

8. REPORTS FROM CITY MANAGER

- A. Review preliminary list of items for next Council meeting.

9. ITEMS OF COMMUNITY INTEREST

Pursuant to 551.0415 of the Texas Government Code reports or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

- A. Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.

10. EXECUTIVE SESSION

- A. City Council will meet in Executive Session pursuant to Texas Government Code 551.072 – deliberation regarding the purchase, exchange, lease or value of real property.

11. RECONVENE TO OPEN SESSION

- A. Take action on Executive Session item if necessary.

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, January 29, 2018 at 5:00 P.M.



Dixie Roberts, City Secretary

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
CITY OF ALVIN, TEXAS
CITY PLANNING COMMISSION
November 28, 2017**

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, Chris Hartman, Chair; Nicole Kelinske, Secretary; Santos Garza; Charles Buckelew; Martin Vela; Robin Revak-Golden and Darrell Dailey. Also present were staff members Sereniah Breland, City Manager; Michelle Segovia, City Engineer and Shana Church, Executive Secretary. Absent were Sussie Sutton, Randy Reed and Jake Starkey.

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 October 17, 2017.

Commission Member Santos Garza motioned to approve the minutes of the regular Planning Commission meeting of October 17, 2017. Seconded by Nicole Kelinske, the motion carried on a vote of 6 ayes and 0 nays. Martin Vela arrived at 6:08, after the minutes were approved.

4. Presentation by the City Manager regarding the Comprehensive Plan Update.

City Manager Breland presented an update of the implementation of the City of Alvin Comprehensive Plan.

5. Consider a final plat of Forest Heights Section Seven, being a development of 23.004 acres being a portion of 227.12 acres (B.C.C.F. No. 97-024069), a portion of 7.3186 acre (B.C.C.F. No. 2004075510), all of 3.6879 acres (B.C.C.F. No. 2005000328), a portion of 25.915 acres (B.C.C.F. No. 2016016098) & a portion of right-of-way extensions across Forest Heights Section 4 detention pond canal (B.C.C.F. No. 2006004775) being situated in lots 63 & 62 of the Hooper & Wade Survey Sec. 23 A-420, and out of lot 8, 9 & 10 of Pierce's Addition of the Hooper & Wade Survey, Sec. 24, A-485 Brazoria County, Texas. City Engineer recommends final plat for discussion and approval. Commission Member Vela motioned to recommend for approval to City Council. Seconded by Member Buckelew, the motion carried on a vote of 7 ayes, 0 nays.

6. Consider a final plat of Fire/EMS Station, being a plat of 5.15 acres, being part of Reserve A of Bayou Bend, a subdivision as recorded in Volume 8, Pages 147-148, plat records, Brazoria County, Texas, and a 9120 square feet tract of land called Tract 2 as recorded in a deed to Christopher Iguh, Jr. as recorded in document number 2015040454, Brazoria County, Texas. City Engineer recommends final plat for

discussion and approval. Commission Member Vela motioned to recommend for approval to City Council. Seconded by Member Garza, the motion carried on a vote of 7 ayes, 0 nays.

7. Consider a final plat of Alvin City Pool, being a plat of 1.35 acres, being part of tract 1 and tract 2 as recorded in volume 1230, page 940, deed records, Brazoria County, Texas situated in the B.B.B. & C.R.R. Company Survey, abstract 159, 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 Kelinske, the motion carried on a vote of 7 ayes, 0 nays.

8. Consider a variance request for the property owner at 1062 Jennifer Street to reduce the street side building setback from 25' to 15' for the construction of a swimming pool. City Engineer recommends approval for the variance as requested. Commission Member Vela motioned to recommend for approval to City Council. Seconded by Member Dailey, the motion carried on a vote of 7 ayes, 0 nays.

9. Items of Community Interest.

Darrell Daily mentioned the red lights at Second St. and at Willis and Gordon take a long time to turn green. Michelle will contact the TXDOT Engineer to make sure she is aware of the timing. Darrell Daily also mentioned a storm manhole is stopped up at 1204 S. Hill. Nicole Kelinske mentioned there is part of a telephone pole on the side of Heights Rd that floated down the street during Hurricane Harvey. Martin Vela mentioned there are 2 homes that have debris piled up near the road on Heights Rd. across from the entrance of Forest Heights. Martin Vela also mentioned junk behind the retail center at 1109 W. Hwy 6. Santos Garza asked the status of the Kost detention pond. Michelle Segovia, City Engineer stated the Parks Department seeded the bottom of the pond last week, the contractor completed grading in preparation of the sidewalk, and the sidewalk/fencing construction should begin soon. Santos Garza would like to invite everyone and their families to the Christmas Open House at the fire station December 15th and 16th from 6 p.m. to 9 p.m.

10. Staff report and update.

Michelle Segovia, City Engineer, stated the City of Alvin received plans for Wendy's near Kroger and Dollar General on Mustang Rd.

11. Items for the next meeting.

Michelle Segovia, City Engineer, stated the Planning Commission should see 4 plats for the parks, as well as, a plat for the Fairway lake property.

12. Adjournment.

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

Alvin - Under Construction

Dedication to Providing
Quality Services and
Quality Growth

February 1, 2018



Asphalt Pavement Project



Dyche Lane Water Tower

900 Dyche Lane



Sidewalk Project



Durant Detention Pond

Durant and South Street



Kost Pond

Kost and South Street



Betty Nelson Elementary School

FM 1462 and CR 185



FM 1462 Utility Extension



- ❖ Along FM 1462 from the Alvin city limits to County Road 185
- ❖ Water and sewer extension by AISD to serve Betty Nelson Elementary School

Comercial & Residential



McCoy's Building Supply



- ❖ \$4.8 Million Permitted Value
- ❖ Additional Pad Sites For Sale



Retail – China Wok



- ❖ 2304 South Gordon
- ❖ \$220K Permitted Value
- ❖ 80% Complete

Retail Center – 1240 FM 1462



- ❖ Shell Building
\$325K Permitted
Value
- ❖ America's Best
Eyeglasses
- ❖ Amco Insurance

Commercial – Gear Jammin Classics

- ❖ 1201 Steele Road
- ❖ \$350K Permitted Value



Commercial – JSC Credit Union

- ❖ 877 E. HWY 6
- ❖ \$750K Permitted Value



Retail – Gordon Street Tavern



- ❖ 1st Downtown Grant Project
- ❖ New Covered Patio
- ❖ Roof Design to Blend with Depot Clock Tower



Retail Center – Westover Plaza



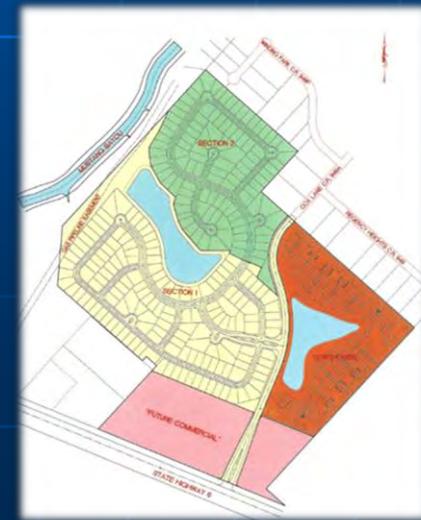
- ❖ 1200 N Bypass 35
- ❖ \$2.6 Million Permitted Value
- ❖ 29,182 Sq. Ft.



New Residential – Martha's Vineyard



- ❖ Alvin Utility Services
- ❖ 106 Acres
- ❖ 300+ Homes
- ❖ Commercial Tract



New Residential – Sunset Ranch



- ❖ Located on Heights Blvd
- ❖ 81 Lots
- ❖ Park and Detention



Development Numbers FY 2018 (Oct. 1 – Jan. 20)

Building Permits & Values

New Commercial Permits

\$46.1 Million

New Residential Permits

\$4.8 Million

Commercial Remodels/Additions Permits

\$6.4 Million



City of Alvin
City Council Meeting



Public Comment Card

(Please Print Clearly)

NAME (required):

A LOUISE SAMFURO

RESIDENT AND/OR BUSINESS OWNER IN THE CITY OF ALVIN

YES

NO

PHONE #: 713-306-4436

EMAIL: None

I wish to speak on the following:

This is in reference to my sending
a letter to our government who
represents us in our life today
and the reply I received

Time is limited to three (3) minutes per person.

Please place this card at the City Clerk's place on the dais in the City Council Chamber prior to the beginning of the meeting.



AGENDA COMMENTARY

Meeting Date: 2/1/2018

Department: City Secretary

Contact: Dixie Roberts, City Secretary

Agenda Item: Public Hearing to receive comment on a taxicab license application submitted by LBR Taxi to operate a taxi service in the City of Alvin.

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

Summary: The City's Code of Ordinances requires that a new taxi service submit a Taxi Service Application to the City Secretary's Office. This application is reviewed and then forwarded to the Chief of Police and the City's Health Inspector for vetting. Once completed, a public hearing is held before City Council. A notice of public hearing was advertised in the Alvin Sun on Sunday, January 21, 2018.

LBR Taxi submitted the required application for the operation of two taxicabs. All information has been vetted by the City's Inspector and Police Department. This is simply a formal hearing to provide members of the public the opportunity to offer comments before City Council regarding the company's potential service.

After the public hearing is held, all vehicles will be inspected by the City and the application process will be finalized.

Apparently, the sole taxi service provider in the City of Alvin is no longer in business. LBR Taxi stated that they have had many requests for service in Alvin, thus the reason for their application.

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

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

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

Supporting documents attached:

- Copy of a blank taxi application.
- Notice of Public Hearing

Recommendation: No Action needed.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

Notice of Public Hearing

The City of Alvin City Council will hold a public hearing on Thursday, February 1, 2018 at 7:00 p.m. in the Council Chambers of Alvin City Hall, 2016 West Sealy, to hear comments regarding an application to conduct taxi services in the City of Alvin by LBR Taxi Services. This public hearing is required by Section 23-29 of the City of Alvin Code of Ordinances. Those who wish to speak before City Council regarding this item are encouraged to attend. For more information, please contact the Office of the City Secretary at 281-388-4255 or [droberts@cityofalvin.com](mailto:drobot@cityofalvin.com).

Published on 1/21/18



City of Alvin

Taxicab License Application

OWNER'S BACKGROUND INFORMATION

Applicant/Owner's Name (Last, First, Middle)		<input type="checkbox"/> Date
E-mail Address (Required)	Cell Phone Number	

Five (5) Years of Residential History

Current Home Street Address	City	State	Zip Code	How Long? Years	Months
Home Street Address	City	State	Zip Code	How Long? Years	Months
Home Street Address	City	State	Zip Code	How Long? Years	Months
Home Street Address	City	State	Zip Code	How Long? Years	Months
Home Street Address	City	State	Zip Code	How Long? Years	Months

Will you be operating the taxi service as an "individual" or a "partnership" ? (Circle one)

OWNER'S BUSINESS INFORMATION

Legal/Corporate Name of Company	Trade Name/DBA
---------------------------------	----------------

Business Address

If you will be operating as a Partnership please provide the following information for each partner
(Attach additional sheets if necessary.)

1. Full Name: Last, First, Middle	Telephone	Date of Birth	Title/% of Ownership
Home Address	City	State	Zip Code
2. Full Name: Last, First, Middle	Telephone	Date of Birth	Title/% of Ownership
Home Address	City	State	Zip Code
3. Full Name: Last, First, Middle	Telephone	Date of Birth	Title/% of Ownership
Home Address	City	State	Zip Code

**For each Partnership: list residence, employer and businesses owned within the past 5 years.
(Forms attached)**

If you will be operating as a corporation please state:

Name of Corporation: _____ Phone # _____

Address: _____ City _____ State _____ Zip _____

List the name and addresses of principle officers:

**For each Principle Officer: list residence, employer, and business owned within the past 5 years.
(Forms attached)**

1. Last Name:	First Name:	MI
----------------------	-------------	----

Home Address:	Phone #:
---------------	----------

City	State	Zip
------	-------	-----

DOB:	Place of Birth
------	----------------

Driver's License No:	Official Title:
----------------------	-----------------

2. Last Name:	First Name:	MI
----------------------	-------------	----

Home Address:	Phone #:
---------------	----------

City	State	Zip
------	-------	-----

DOB:	Place of Birth
------	----------------

Driver's License No:	Official Title:
----------------------	-----------------

3. Last Name	First Name	MI
---------------------	------------	----

Home Address:	Phone #:
---------------	----------

City:	State:	Zip:
-------	--------	------

DOB:	Place of Birth:
------	-----------------

Driver's License No:	Official Title:
----------------------	-----------------

How many taxicabs will be operated by applicant? _____

Insurance policy of public liability and property damage covering all vehicles under this permit: YES NO
(Circle One)

VEHICLES				
Year	Make	Model	Cab Number	Seating Capacity
VIN Number		License Plate Number		State
Dispatch Location	Non-Active Service Location	Color Scheme	Owner	
Year	Make	Model	Cab Number	Seating Capacity
VIN Number		License Plate Number		State
Dispatch Location	Non-Active Service Location	Color Scheme	Owner	
Year	Make	Model	Cab Number	Seating Capacity
VIN Number		License Plate Number		State
Dispatch Location	Non-Active Service Location	Color Scheme	Owner	
Year	Make	Model	Cab Number	Seating Capacity
VIN Number		License Plate Number		State
Dispatch Location	Non-Active Service Location	Color Scheme	Owner	
Year	Make	Model	Cab Number	Seating Capacity
VIN Number		License Plate Number		State
Dispatch Location	Non-Active Service Location	Color Scheme	Owner	

HAVE YOU PAID ALL TAXES ARISING FROM THE OPERATION OF TAXICABS? _____

ATTACH COPY(IES) OF CONTRACT(S) IF TAXICAB IS OPERATED UNER TERMS OF CONTRACT WITH COMPANY OTHER THAN THE OWNER.

ATTACH INSURANCE CERTIFICATES FOR EACH VEHICLE LISTED IN THIS APPLICATION.

ATTACHED AUDITED FINANCIAL STATEMENT SHOWING THE ASSETS AND LIABILITIES OF THE APPLICANT (including the amounts of all unpaid judgements against the applicant and the nature of the transaction or acts giving rise to the judgements.

ATTACH CITY OF ALVIN CERTIFICATE OF TAXICAB INSPECTION ISSUED BY THE CITY OF ALVIN.

Signature of Applicant: _____ Date: _____

(To be completed by the City of Alvin)

_____ Taxi Inspections

_____ Number of Taxicabs Inspected

PARTNERSHIP ATTACHMENT

Applicant Name: _____

1.

Residence past 5 years:

Address: _____ City: _____ State: _____ Zip: _____

Employer past 5 years:

Name of employer: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

Name of employer: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

Name of employer: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

Business owned past 5 years:

Name of Business: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

Name of Business: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

Name of Business: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

PARTNERSHIP ATTACHMENT

Applicant Name: _____

2.

Residence past 5 years:

Address: _____ City: _____ State: _____ Zip: _____

Employer past 5 years:

Name of employer: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

Name of employer: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

Name of employer: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

Business owned past 5 years:

Name of Business: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

Name of Business: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

Name of Business: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

PARTNERSHIP ATTACHMENT

Applicant Name: _____

3.

Residence past 5 years:

Address: _____ City: _____ State: _____ Zip: _____
Address: _____ City: _____ State: _____ Zip: _____

Employer past 5 years:

Name of employer: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name of employer: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name of employer: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Business owned past 5 years:

Name of Business: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name of Business: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name of Business: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

PRINCIPLE OFFICER

Applicant Name: _____

1.

Residence past 5 years:

Address: _____ City: _____ State: _____ Zip: _____
Address: _____ City: _____ State: _____ Zip: _____

Employer past 5 years:

Name of employer: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name of employer: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name of employer: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Business owned past 5 years:

Name of Business: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name of Business: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name of Business: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

PRINCIPLE OFFICER

Applicant Name: _____

2.

Residence past 5 years:

Address: _____ City: _____ State: _____ Zip: _____

Employer past 5 years:

Name of employer: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

Name of employer: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

Name of employer: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

Business owned past 5 years:

Name of Business: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

Name of Business: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

Name of Business: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

PRINCIPLE OFFICER

Applicant Name: _____

3.

Residence past 5 years:

Address: _____ City: _____ State: _____ Zip: _____
Address: _____ City: _____ State: _____ Zip: _____

Employer past 5 years:

Name of employer: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name of employer: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name of employer: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Business owned past 5 years:

Name of Business: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name of Business: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name of Business: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY JANUARY 18, 2018
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, Councilmembers: Gabe Adame, Adam Arendell, Glen Starkey, and Keith Thompson.

Staff members present: Sereniah Breland, City Manager; Suzanne Hanneman, City Attorney; Junru Roland, Assistant City Manager/CFO; Dixie Roberts, City Secretary; Larry Buehler, Economic Development Director; Brian Smith, Public Works Director; and Robert Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Darren Shelton gave the invocation.

Council member Starkey led the pledge of Allegiance to the American Flag. Council member Thompson led the pledge to the Texas Flag.

PRESENTATIONS

Departmental Update – Streets/Code Enforcement.

Brian Smith, Director of Public Services gave an update regarding the Streets Department. Lisa Sullivan, Code Enforcement Officer gave a brief update regarding the Code Enforcement Department.

PUBLIC COMMENT

Thomas Garcia spoke before City Council regarding the increase in the homeless population in the area, and his concern for such. He stated that he helped this past week during the winter weather event to bring the homeless inside for a warm place to stay. A warming shelter was opened by a concerned citizen during the event.

Jill Rea addressed the City Council stating that was sponsored a warming shelter that was set up at the Knights Inn Motel. She expressed a great need for a facility in Alvin for the homeless.

CONSENT AGENDA

- A. Approve minutes of the January 4, 2018 City Council regular meeting.
- B. Consider Resolution 18-R-02, temporarily waiving the building permit fees associated with the repair of homes and businesses damaged as a result of Hurricane Harvey; providing that such waiver shall expire on July 1, 2018; making various findings and provisions related to the subject and providing an effective date.

On September 21, 2017 City Council approved Resolution 17-R-27 temporarily waiving the building permit fees associated with the repair of homes and businesses damaged by Hurricane Harvey, for a period of ninety (90) days (September 21, 2017-December 19, 2017). It is Staff's recommendation that the waiver of permit fees be reinstated and continue until July 1, 2018 since permits for repairs are still being requested. Resolution 18-R-02 reinstates the waiver of permit fees and sets the expiration of the waiver to July 1, 2018. Staff recommends approval.

- C. Consider Ordinance 18-D, temporarily suspending regulations relating to the placement of recreational vehicles and adopting temporary regulations including but not limited to conditional permits, placement, maintenance, utilities, removal, sanitation, and other related health and safety matters for recreational vehicles located on residential properties in response to widespread damage caused by Hurricane/Tropical Harvey; making various findings and provisions related thereto.

On September 21, 2017, the City Council approved Ordinance 17-Q temporarily suspending regulations relating to the placement of recreational vehicles (RVs) within the City. Ordinance 17-Q allows residents to reside in their Recreational Vehicles on their property while damages to their homes, due to Hurricane Harvey, are repaired. The provisions provided in Ordinance 17-Q will expire on February 1, 2018 and it is Staff's recommendation that the expiration date be extended to July 1, 2018. Ordinance 18-D would extend the deadline in the manner described. The first request for placement of an RV was received on January 8, 2018 and was made by FEMA on behalf of an Alvin resident. Ordinance 18-D does not apply to commercial properties. Staff recommends approval.

- D. Consider Ordinance 18-E, granting consent to the creation of Brazoria County Municipal Utility District No. 73; containing various provisions related to the foregoing subject; and making certain findings related thereto.

On September 21, 2017, City Council approved the Utility Services Contract relating to Brazoria County MUD No. 73 with Rooted Development Group, LLC. This Utility Services Contract will allow for water/wastewater services to be provided to the Mustang Crossing Development, a planned unit residential development on FM 1462 within the corporate limits of the City.

- E. Consider an Agreement between Brazoria County and the City of Alvin for the City to receive \$32,000 from the Community Development Block Grant (CDBG) for sidewalk and Americans with Disabilities Act (ADA) ramp improvements along Depot Centre Boulevard; and authorize the Mayor to sign.

City Staff was contacted by Brazoria County Commissioner Stacy Adams in April 2017 asking if the City had any projects that would be submitted for Community Development Block Grant (CDBG) funding that his office could partner with the City on. Each grant cycle each Commissioner is given +/- \$30,000 in discretionary funds to spend in their Precinct. The proposed sidewalk along the east side of Depot Centre Boulevard from The Depot to Sidnor Street was identified as a possible project, and was sent to CDBG for consideration. The CDBG has approved \$32,000 for this project pending approval of the attached agreement by the City Council. This project will be the third project to receive discretionary CDBG grant funds from Commissioner Adams. Staff recommends approval of the agreement.

- F. Consider an Agreement between Brazoria County and the City of Alvin for the City to receive \$250,000 from the Community Development Block Grant (CDBG) for utility improvements along South Park Drive; and authorize the Mayor to sign.

Every three years Brazoria County is awarded Community Development Block Grant Funds from the Federal Government that it passes along to cities within the County for projects that will benefit low- and moderate-income areas of the City. The City of Alvin has received these funds every three years for the previous fifteen plus years and has historically used them to fund park and utility projects (alternating between the two). In order to receive these funds, the City is required to submit an application in the spring of the award year. The application must include projects that meet the County's criteria and are located in low, and/or moderate-income areas of the City as determined by CDBG. This year Staff submitted an application for funds to replace the water and sanitary sewer lines along South Park Drive. This project not only met the criteria for the grant it was also a project identified in the 2015 Utility Master Plan that was done by Freese and Nichols. City Staff was notified by the County in early October that the project had been approved to receive CDBG grant funds in the amount of \$250,000 and that the agreement would follow in the next couple of months. Staff recommends approval of the agreement.

Council member Arendell moved to approve the consent agenda as presented. Seconded by Council member Thompson; motion carried on a vote of 4 Ayes.

OTHER BUSINESS:

Receive and acknowledge receipt of the Financial and Quarterly Investment reports for December 2017.

Junru Roland, Assistant City Manager/CFO, presented the financial and quarterly investment reports for December 2017.

Council member Starkey moved to acknowledge receipt of the Financial and Quarterly Investment reports for December 2017. Seconded by Council member Arendell; motion carried on a vote of 4 Ayes.

Receive and acknowledge receipt of the Fiscal Year 2018 Capital Improvement Projects (CIP) and the Fiscal Year 2018 Implementation Action Plan of Strategic Projects for the Alvin 2035 Comprehensive Plan.

The City Council approved Ordinance 14-CC, adopting the City of Alvin 2035 Comprehensive Plan on October 2, 2014. Since then, sixteen action plan items were consolidated into strategic projects and initiated by staff under the leadership of the city manager. The Capital Improvement Plan (CIP) covers capital expenditure projects, and is reported quarterly through the "CIP Project Schedule" document. It is also available on the city's web site. There are projects that staff was tracking through both plans and saw the need to have better efficiency by having projects in only one plan.

Strategic projects that have been completed are:

- *Major Thoroughfare Plan Phase 1*
- *Utility Master Plan*
- *Dangerous Building Ordinance*
- *Neighborhood Outreach*
- *Parks Standards Manual*
- *Tree Ordinance*

Strategic projects that continue to be worked are:

- *Parks Annual Operations and Maintenance Plan - Include physical assessment, maintenance schedule, and a funding and resource assessment.*
- *Walkability - Improve neighborhoods with a sequencing plan of sidewalk improvements.*
- *Major Thoroughfare Plan Phase 2 - The preparation of an Implementation Plan with cost estimates, a Capital Improvements Program (CIP), and the development of funding options including Transportation Improvement Program (TIP) submittals to the Houston Galveston Area Council (HGAC). This was moved to the CIP document reported through Engineering.*
- *Downtown Improvements - Implementation of several elements of the Task Force recommendations.*
For fiscal year 2018, staff added six additional strategic projects:
- *Develop a "Blue Trails" concept plan and trail network that establishes the Mustang Bayou waterways as a key addition to the larger Alvin Trails Network and capitalizes on local resources as a means of tourism, education, research, and recreation. This was moved to the CIP document reported through Engineering.*
- *Revise parkland dedication fees in lieu and development ordinance to establish a fund to allow for community park dedication and subsequent fund allocation so that the City might have more opportunities to acquire larger parcels of land that benefit a larger service area rather than solely requiring dedication within dedication "zones."*
- *Form a target-area capital investment program focused on infrastructure improvements within at-risk neighborhoods. (Regional Detention)*
- *Address trees in all new residential developments in relationship to street and utility placement to avoid problems.*
- *Employ a pro-active code enforcement strategy that first offers helpful assistance to property owners in complying with municipal codes rather than a punitive approach, so that enforcement resources may be targeted to the worst areas and offenders.*
- *Allow for varying lot sizes within residential developments without requiring the more rigorous submittal procedures and requirements of a planned unit development.*

These strategic projects are reported quarterly by the city manager to the Planning Commission and City Council.

On January 16th, the City Manager presented to the Planning Commission. They voted to recommend to council the Fiscal Year 2018 Alvin 2035 Comprehensive Plan Implementation Action Plan Strategic Projects. Due to the winter storm, the January 16th, the Planning Commission meeting was canceled. It will be presented at their next meeting All the elements of what you received in your council packet are included in one of the plans.

Sereniah Breland, City Manager gave a brief presentation on the Fiscal Year 2018 Capital Improvement Projects (CIP).

Following the presentation, Council member Adame moved to acknowledge receipt of the Fiscal Year 2018 Capital Improvement Projects (CIP) and the Fiscal Year 2018 Implementation Action Plan of Strategic Projects for the Alvin 2035 Comprehensive Plan. Seconded by Council member Starkey; motion carried on a vote of 4 Ayes.

Provide staff direction regarding additional collection services for Harvey flood related storm debris.

At the January 4, 2018 council meeting, Councilman Adame and Councilman Arendell requested that the City fund and provide one additional (Harvey-related) storm debris pick-up. In drafting a recommendation, staff discussed and addressed the following focal points: 1.) the area(s) of the city in need of debris removal 2.) the methodology to be used to notify eligible residents; 3.) the arrangement to receive debris removal; 4.) the cost of service; 5.) the time frame needed for this endeavor; and 6.) the placement of debris for collection.

Area(s) of the City Eligible for this one-time Debris Removal Service

The City's Engineering Department has a map of areas and properties within the City of Alvin that were flooded from Hurricane Harvey. Staff recommends limiting this one-time debris removal service to those properties (identified on the map) that are still in need of debris removal.

Method to Notify Eligible Residents for Debris Removal

As this would be a one-time debris removal opportunity, staff would provide informative door-hangers on the "known" properties that are in need of debris removal. The door-hangers would provide the date and time when debris is scheduled for pickup.

Arrangement for Debris Removal

Once staff has identified "known" properties still needing debris removal, staff will provide a listing of property addresses to Waste Connections, who in turn will arrange a one-time pickup.

Paying for this One-Time Debris Removal Service

If it is council's desire for the City to pay for this one-time debris removal service, staff is recommending paying for this removal service out of the City's Sanitation Fund. Waste Connections has provided a cost to the City of \$300/per address that the City provides to Waste Connections to be serviced. Worst-case scenario, there were approximately 300 properties listed on the "Properties Flooded by Hurricane Harvey" map. If each property required debris removal service, it would cost the City \$90,000. As a note, Waste Connections has approximated about 15 homeowners who have previously contacted and paid Waste Connections for debris removal services. At this time, the city is unaware of the number or the method other homeowners used to remove their debris.

Time Frame for this One-Time Debris Removal Service

Pending council's approval, Staff will place door-hangers on "known" eligible properties needing debris removal services during the week of January 22, 2018. Depending on the number of properties that need service, the week of February 5, 2018, Waste Connections will pick up the Harvey-related debris on property addresses provided by the City. After the one-time debris removal, city staff intends to resume normal code enforcement practices.

Placement of the Flood Related Debris

Chapter 11 of the City Code of Ordinance requires that heavy trash be placed no more than 10 feet from the curb or street, accessible to collection equipment and workers, and at least 3 feet away from utility meters, mailboxes, fences and trees or shrubs. In addition, heavy trash shall not be placed under low-hanging wires or low hanging tree limbs. If placed under power, cable, telephone or any other utility lines, the vertical distance between the lowest power, cable, telephone or other utility line and the uppermost portion of the heavy trash shall not be less than 20 feet.

Lengthy discussion was had regarding the pickup of Hurricane Harvey flood debris, including the cost and logistics associated with such. Waste Connections was present to answer any questions had by members of Council. Council discussed the use of the door hanger program (in both English and Spanish) in an effort to notify residents that currently have visible debris, that all debris should be placed at the curb for a final "city sponsored" pickup. Any future debris pick-ups will be at the

expense of the resident through the utilization of Waste Connections. Staff has identified approximately 36 homes that currently have debris out.

Council member Adame moved to contract with Waste Connections at a cost not to exceed \$300 per home for homes identified as having Hurricane Harvey debris, for a one time only special curbside pickup, utilizing door hanger notices in both English and Spanish, with door hanger placement to commence the week of January 29th, and debris pick up the week of February 5, 2018 by Waste Connections. Seconded by Council member Thompson; motion carried on a vote of 4 Ayes.

REPORTS FROM CITY MANAGER

Review preliminary list of items for next Council meeting.

Ms. Breland reviewed the preliminary list of items for the February 1, 2018 council meeting.

ITEMS OF COMMUNITY INTEREST

Mrs. Roberts reviewed items of community interest.

Council member Thompson commended the city employees for the tremendous work they did during the recent winter weather event.

Council member Arendell also thanked the city employees for their dedication through the recent winter weather event.

Council member Adame announced that the Alvin Noon Lions Club casino night will be held on May 18th at the Knights of Columbus Hall. The fundraiser benefits the community and provides glasses to those in need.

Council member Starkey acknowledged the city staff for their hard work during the winter weather event. He thanked Jill Rea for helping the homeless during the cold weather and mentioned to take into consideration the homeless in any future planning.

Mayor Horn thanked the staff for handling the winter weather event. He was impressed with the plan that was put in place by the staff. Mayor Horn thanked the Alvin Lions Club and Rotary Club for hosting the Astros World Champion Trophy Tour.

EXECUTIVE SESSION

Mayor Horn called for an executive session at 8:27 p.m. in accordance to the following: City Council will meet in Executive Session pursuant to Texas Government Code 551.072 – deliberation regarding the purchase, exchange, lease or value of real property.

RECONVENE TO OPEN SESSION

Take action on Executive Session item if necessary. No Action taken.

Mayor Horn reconvened the meeting into open session at 8:43 p.m.

ADJOURNMENT

Mayor Horn adjourned the meeting at 8:43 p.m.

PASSED and APPROVED this _____ day of _____, 2018.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 2/1/2018

Department: Police

Contact: Chief Robert E. Lee

Agenda Item: Acknowledgement of the 2017 Annual Racial Profiling Report.

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

Summary: Article 2.134 of the Texas Code of Criminal Procedure requires that not later than March 1st of each year law enforcement agencies submit a report containing the previous year’s incident-based data to the Texas Commission on Law Enforcement (TCOLE) and to the governing body of that agency’s city or county. Since all patrol vehicles routinely used to make traffic stops are equipped with audio and video recording devices, Alvin PD receives a partial exemption on reporting requirements, which means that only stops that result in a citation or arrest are used for this report. This report has been submitted to TCOLE as required. The most current information available from the U.S. Census Bureau is from the 2010 census. Alvin demographics at that time were 63.83% not Hispanic or Latino and 36.17% Hispanic or Latino. The 63.83% not Hispanic or Latino included 58.7% White, 3.1% Black or African American with the remaining 2% being American Indian and Alaska native (.57%), Asian (.89%) or native Hawaiian/other Pacific native (.02%). Alvin ISD currently lists its composition as 44% Hispanic, 29.4% White, 15.6% African American, 8.6% Asian and 2.4% other. Although the numbers listed by Alvin ISD are more recent than the U.S. Census data, the numbers posted by Alvin ISD cover the entire school district, not just the City of Alvin, and are based solely on enrolled students and not general population.

The 2017 racial profiling report is representative of our population in general and does not indicate racial profiling bias. No complaints of racial profiling were filed with the Alvin Police Department in 2017.

In 2017, the State Legislature passed the Sandra Bland Act (SB1849) which, among other things, repealed Section 2.135 of the Code of Criminal Procedure, which allowed for a partial exemption for racial profiling data collection to agency’s which had cameras installed in all vehicles routinely used to make traffic stops. With the repeal of this section, a significant increase in the amount of data collected from traffic stops has occurred and will be reported on the 2018 racial profiling report. The 2018 report will include data on gender, race or ethnicity, (if race was known prior to the stop), reason for the stop, street address or approximate location of the stop, whether a search was conducted, if a search was conducted the reason for the search, if contraband was discovered, description of contraband, result of the stop (verbal warning, written warning, citation, arrest and if use of force resulting in bodily injury occurred), if an arrest occurred whether it was a penal law, traffic law, city ordinance or warrant. The Alvin Police Department started collecting this required new data on January 1, 2018, by means of an automatic report that is created by our in-car computer system each time a traffic stop is initiated, and which must be completed by each officer upon conclusion of that stop. As a redundancy, our Brazos ticket writing platform also captures this data as well.

Funding Expected: Revenue ___ Expenditure ___ N/A **Budgeted Item:** Yes ___ No ___ N/A
Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ___ No ___
Legal Review Required: N/A Required ___ **Date Completed:** _____

Supporting documents attached:

- 2017 Racial Profiling Tier 1 Report to Texas Commission on Law Enforcement (TCOLE)
- 2017 Demographic Comparison Chart
- 2018 Racial Profiling Report Example

Recommendation: Staff recommends that Council acknowledge receipt of the 2017 Racial Profiling Report.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

Racial Profiling Report | Tier one

Agency Name:	Alvin Police Department
Reporting Date:	01/09/2018
TCOLE Agency Number:	39201
Chief Administrator:	Robert E. Lee
Agency Contact Information:	
Phone:	2813884370
Email:	rlee@cityofalvin.com
Mailing Address:	1500 S. Gordon St. Alvin Texas 77511

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1), Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

Alvin Police Department has adopted a detailed written policy on racial profiling. Our policy:

- 1.) clearly defines acts constituting racial profiling;
- 2.) strictly prohibits peace officers employed by the Alvin Police Department from engaging in racial profiling;
- 3.) implements a process by which an individual may file a complaint with the Alvin Police Department if the individual believes that a peace officer employed by the Alvin Police Department has engaged in racial profiling with respect to the individual;
- 4.) provides public education relating to the agency's complaint process;
- 5.) requires appropriate corrective action to be taken against a peace officer employed by the Alvin Police Department who, after an investigation, is shown to have engaged in racial profiling in violation of the Alvin Police Department's policy adopted under this article;
- 6.) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - a.) the race or ethnicity of the individual detained;

b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and

c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:

a.) the Commission on Law Enforcement; and

b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: Robert E. Lee

Chief Administrator

Alvin Police Department

Date: 01/09/2018

Total stops: 4220

Number of motor vehicle stops

Citation only: 3979

Arrest only: 3

Both: 238

Race or ethnicity

African: 314

Asian: 64

Caucasian: 2281

Hispanic: 1533

Middle eastern: 13

Native american: 15

Was race known ethnicity known prior to stop?

Yes: 73

No: 4147

Was a search conducted

Yes: 148

No: 4072

Was search consented?

Yes: 26

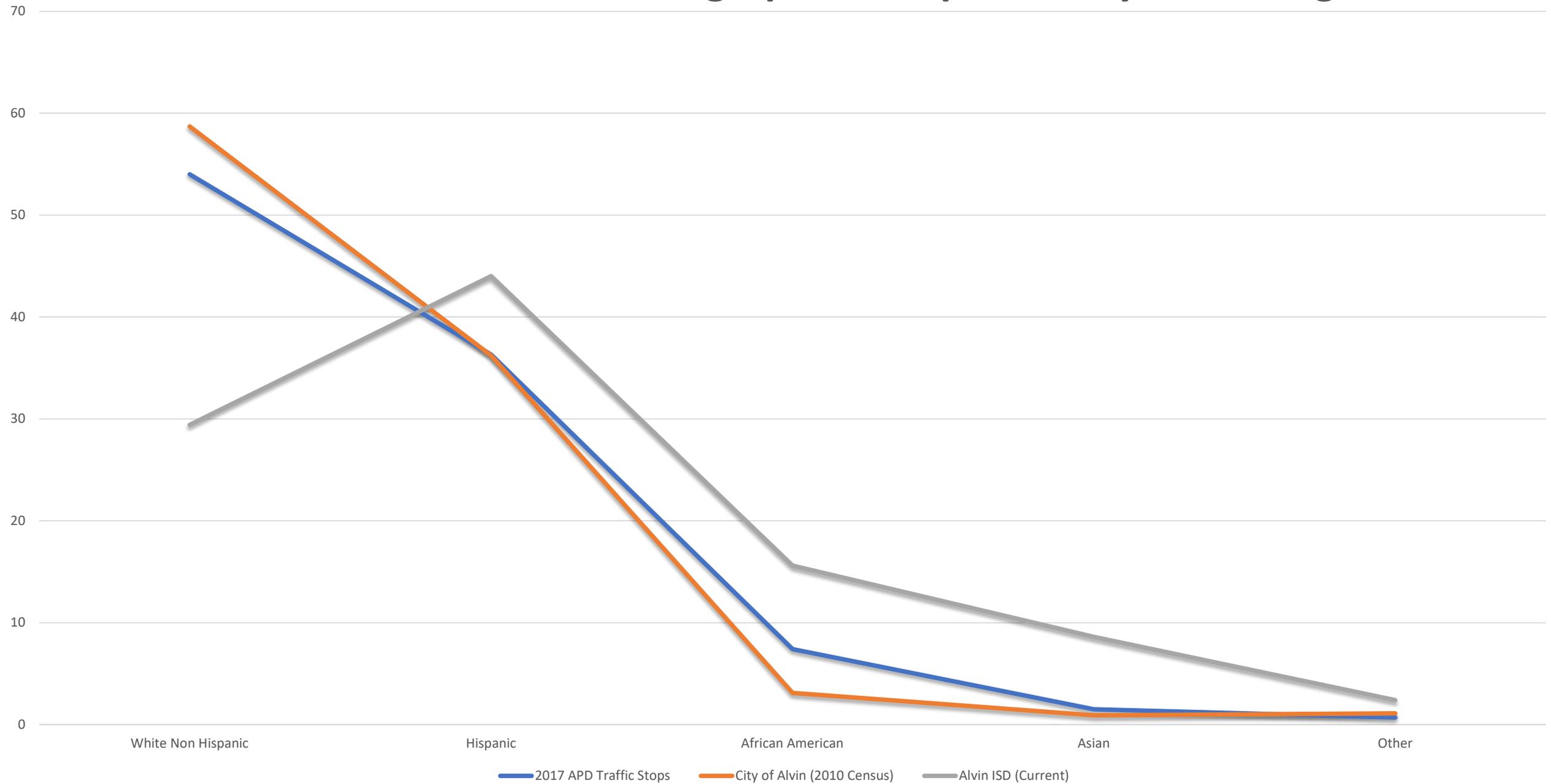
No: 122

Submitted electronically to the



The Texas Commission on Law Enforcement

Demographic Comparison by Percentage



Racial Profiling Report

Agency Name:

Reporting Date:

TCOLE Agency Number:

Chief Administrator:

Agency Contact Information:

Phone:

Email:

Mailing Address:

By submitting, the chief administrator affirms that the agency has a policy in place in accordance with Texas Code of Criminal Procedure §2.132, and that the policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) requires collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained;
 - (B) whether a search was conducted and, if so, whether the individual detained consented to the search;
 - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
 - (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
 - (E) the location of the stop; and

(F) the reason for the stop; and

(7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Texas Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: Chief Administrator

Date: 03/01/2019

Agency Racial Profiling Information

Total stops: 571

1. Gender

CCP 2.133(b)(1)(a)

1.1 Female: 228

1.2 Male: 343

2. Race or ethnicity

CCP 2.132(a)(3), 2.132(b)(6)(A), 2.133(b)(1)(B)

2.1 Black: 190

2.2 Asian/Pacific Islander: 12

2.3 White: 87

2.4 Hispanic/Latino: 282

2.5 Alaska Native/American Indian: 0

3. Was race or ethnicity known prior to stop?

CCP 2.132(b)(6)(C)

3.1 Yes: 0

3.2 No: 571

4. Reason for stop?

CCP 2.132(b)(6)(F), 2.133(b)(2)

4.1 Violation of law: 11

4.2 Pre existing knowledge: 0

4.3 Moving traffic violation: 529

4.4 Vehicle traffic violation: 31

5. Street address or approximate location of the stop

CCP 2.132(b)(6)(E), 2.133(b)(7)

5.1 City street: 553

5.2 US highway: 15

5.3 County road: 0

5.4 Private property or other: 3

6. Was a search conducted?

CCP 2.132(b)(6)(B), 2.133(b)(3)

6.1 Yes: 30

6.2 No: 541

7. Reason for Search?

7.1 Consent: 18

CCP 2.132(b)(6)(B), 2.133(b)(3)

7.2 Contraband in plain view: 0

CCP 2.133(b)(5)(A)

7.3 Probable cause: 5

CCP 2.133(b)(5)(B)

7.4 Inventory: 0

CCP 2.133(b)(5)(C)

7.5 Incident to arrest: 7

CCP 2.133(b)(5)(C)

8. Was Contraband discovered?

CCP 2.133(b)(4)

8.1 Yes: 8

8.2 No: 22

9. Description of contraband

CCP 2.133(b)(4)

9.1 Drugs: 7

9.2 Currency: 0

9.3 Weapons: 0

9.4 Alcohol: 1

9.5 Stolen property: 0

9.6 Other: 0

10. Result of the stop

10.1 Verbal warning: 99

CCP 2.133(b)(8)

10.2 Written warning: 108

CCP 2.133(b)(8)

10.3 Citation: 353

CCP 2.133(b)(8)

10.4 Arrest: 11

CCP 2.133(b)(6)

10.5 Use of force resulting in bodily injury: 6

CCP 2.132(b)(6)(D), 2.133(b)(9)

11. Arrest based on

CCP 2.133(b)(6)

11.1 Violation of Penal Code: 4
11.2 Violation of Traffic Law: 1
11.3 Violation of City Ordinance: 0
11.4 Outstanding Warrant 6



AGENDA COMMENTARY

Meeting Date: 2/1/2018

Department: City Secretary

Contact: Dixie Roberts, City Secretary

Agenda Item: Consider Resolution 18-R-03, calling and establishing the procedures for the May 5, 2018 General Election in Alvin, Texas, and providing for related matters thereto.

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

Summary: This resolution is calling for a General Election for Saturday, May 5, 2018, to elect members to City Council District B, District C, and At Large Position 1.

The City of Alvin will contract with the Brazoria County Elections Office to conduct this election. Brazoria County has the voting equipment required to conduct elections. The City Secretary's Office will handle the filings and all required paperwork and postings as required by state election law.

The first day to file for a place on the May 2018 ballot was on Wednesday, January 17, 2018, and will continue through Friday, February 16, 2018.

Early Voting will begin on Monday, April 23, 2018, and will go through Tuesday, May 1, 2018, and will be held at the Alvin Library. Voters can cast their ballot at any Early Voting location throughout Brazoria County.

Early Voting Locations:

Angleton: East Annex, 1524 E. Mulberry
Alvin: Alvin Library, 105 S. Gordon
Brazoria: Brazoria Library, 620 S. Brooks
Freeport: Freeport Library, 410 Brazosport Blvd
Lake Jackson: Lake Jackson Library, 250 Circle Way
Manvel: North Annex, 7313 Corporate Drive.
Pearland East: Tom Reid Library, 3522 Liberty Drive
Pearland West: Westside Event Center, 2150 Countryplace Pkwy
Shadow Creek: Pearland Westside Library, 2803 Business Center Dr #101
Sweeny: Sweeny Community Center, 205 W. Ashley Wilson Rd.
West Columbia: New Precinct 4 Building, 121 N. 10th Street

Early voting dates and hours:

April 23-27; 8am-5pm
April 28; 7am-7pm
April 30-May 1; 7am-7pm

Election Day voting will be held at the Alvin Library and the Nolan Ryan Center. Voters can also cast their ballot at any Voting Center in Brazoria County. Staff is awaiting a list from Brazoria County specifying all the locations to be used as Voting Centers throughout the County on Election Day.

An election contract with Brazoria County for the May 5th General Election will be brought before Council for consideration within the next month.

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

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

Legal Review Required: N/A ___ Required **Date Completed:** 1/29/18

Supporting documents attached:

- Resolution 18-R-03 and Attachment “A”
 - Election Calendar
-

Recommendation: Move to approve Resolution 18-R-03, calling and establishing the procedures for the May 5, 2018 General Election in Alvin, Texas, and providing for related matters thereto.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

RESOLUTION 18-R-03

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ESTABLISHING THE PROCEDURE FOR THE MAY 5, 2018, GENERAL ELECTION IN ALVIN, TEXAS, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, on May 5, 2018, there shall be elected the following officials for this City: a member to City Council District B, City Council District C, and At Large Position 1; for a term of three (3) years;

WHEREAS, the *Texas Election Code* is applicable to the election and this Resolution establishes procedures consistent with the Code, and designates the voting places and times for the election; and

WHEREAS, the City of Alvin, Texas (hereinafter the "City") has made provision to contract with Brazoria County to conduct the City's election, pursuant to *Chapter 31 of the Texas Election Code*, and *Chapter 791 of the Texas Government Code* (the Joint Election Agreement and Contract for Election Services, hereafter called the "Election Agreement"), and such election agreement provides for political subdivisions subject to the election agreement that hold elections on the same day in all or part of the same territory to hold a joint election as authorized in *Chapter 271 of the Texas Election Code*;

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

Section 1. General Election Ordered. The General Election of the City shall be held on Saturday, May 5, 2018, to elect members to City District B, City Council District C, and At Large Position 1; for a term of three (3) years.

Section 2. Filing Period. Candidates at the election for the above offices shall file their application to become candidates with the City Secretary of the City at City Hall, 216 W. Sealy, Alvin, Texas 77511, beginning January 17, 2018 and continuing through February 16, 2018. Candidates shall file their applications with the City Secretary on any weekday that is not a City holiday, between 7:00 a.m. and 6:00 p.m., Monday through Thursday, with the exception of 8:00 a.m. - 5:00 p.m. on Friday, February 16, 2018. All applications for candidacy shall be on a form as prescribed by the *Tex. Elec. Code*.

Section 3. Drawing. The order in which the names of the candidates for each office are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary as provided by the *Texas Election Code*. Such drawing will be held in the Office of the City Secretary at City Hall on Monday, February 26, 2018 at 5:31 p.m., for the general election.

Section 4. Notice of Election. Notice of the election shall be given and the election shall be held in compliance with the provisions of the *Texas Election Code*, the *Federal Voting Rights Act of 1965, as amended* and the *City Charter* in all respects. Notice of the election shall be made by publishing the Notice of Election, in both English and Spanish, at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in a newspaper of

general circulation published within the City; and by posting of the notice on the bulletin board used for posting notices of meetings of City Council at City Hall not later than the twenty-first (21st) day before the election, written in both English and Spanish.

Section 5. Ballots. The ballots for the election shall comply with the *Texas Election Code* and be in the form provided by the City to the Brazoria County Election Officer for use on the voting devices and ballots used by Brazoria County.

Section 6. Election Procedures. The Brazoria County Election Officer and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by the Election Agreement and the law governing the holding of general elections by home rule cities of the State of Texas; and the official ballots, together with such other election materials as are required by the *Texas Election Code*, shall be prepared in both the English and Spanish languages and shall contain such provisions, markings and language as is required by law.

Section 7. Early Voting. Early voting, both by personal appearance and by mail, will be conducted by the Brazoria County Election Officer, who is designated and appointed as the Early Voting Clerk, in accordance with the *Texas Election Code*. Early voting by personal appearance shall be conducted at places and locations authorized by state law and the Brazoria County Election Officer as described in "Attachment A." Early voting shall commence on Monday, April 23, 2018, and continue through Tuesday, May 1, 2018, and early voting polls shall remain open for the time specified by the *Texas Election Code*. Early voting shall also be held at any time and location authorized by the Brazoria County Election Officer. Early voting by City residents may be conducted at any Brazoria County early voting location and any location exclusively designated by the Brazoria County Election Officer.

Section 8. Election Precincts and Polling Places. The election precincts for the election shall be the election precincts established by Brazoria County, provided that each shall contain and include geographic area that is within the City. The polling place for each such election precinct shall be the polling place established by Brazoria County for such election precincts in Brazoria County and voting by residents of the City. Voting by City residents may be conducted at any Brazoria County voting location and any location exclusively designated by the Brazoria County Election Officer for City residents. The polls shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The returns for precincts in Brazoria County will be provided by precinct and the Brazoria County Election Officer shall tabulate and provide the election returns for the election.

Section 9. Joint Election. The City agrees to conduct a joint election with other political subdivisions within Brazoria County, provided that such political subdivision holds an election on May 5, 2018 in all or part of the same territory as the City (the "Political Subdivisions"). The joint election shall be conducted in accordance with state law, this Resolution, and the 2018 Joint Election Agreement and Contract for Election Services with Brazoria County to be approved by the City Council.

Section 10. Duties of City Secretary and Election Officer. The City Secretary, or designee, is instructed to aide the Brazoria County Election Officer in the acquisition and furnishing of all election supplies and materials necessary to conduct the election as provided by the Election Agreement. The City Secretary is further authorized to give or cause to be given notices required

for the election, and to take such other and further action as is required to conduct the election in compliance with the *Texas Election Code*; provided that, pursuant to the Election Agreement between Brazoria County and the City, the Brazoria County Election Officer shall have the duty and be responsible for organizing and conducting the election in compliance with the *Texas Election Code*; and for providing all services specified to be provided in the Election Agreement. The Brazoria County Election Officer shall give the notices required by the *Texas Election Code* to be given for the election not required to be given by the City under the Election Agreement.

Section 11. Election Judges. The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Brazoria County and its appointees in compliance with the requirements of state law, and such judges and clerks so selected by Brazoria County and its appointees are hereby designated and appointed by the City Council as the election officers, judges and clerks, respectively, for the holding of said general election. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law. The City Council will further confirm and appoint the election judges and alternate election judges that are appointed by Brazoria County for the election.

Section 12. Official Newspaper. It is hereby found and determined that *The Alvin Sun* is a newspaper published within the City of Alvin, Texas; is a newspaper of general circulation within the City; and is the official newspaper of the City of Alvin. The City Secretary is hereby authorized and directed to cause notice to be given as directed in above in Section 4. Further orders are reserved until the returns of the election are made by the duly authorized election officials and received by this body.

Section 13. General. The election shall be held and conducted by the Brazoria County Election Officer in compliance with the *Texas Election Code* and the Election Agreement.

Section 14. Effective Date. This Resolution shall be in force and effect from and after its passage on the date shown below.

Section 15. Open Meetings Act. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, *Chapter 551 of the Texas Government Code*.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED on this the _____ day of _____, 2018.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

NOTICE OF EARLY VOTING AT BRANCH POLLING PLACES

Early voting by personal appearance will be conducted at the following locations:

Angleton (Main).....East Annex, 1524 E Mulberry
AlvinAlvin Library, 105 S Gordon
BrazoriaBrazoria Library, 620 S Brooks
FreeportFreeport Library, 410 Brazosport Blvd
Lake Jackson.....Lake Jackson Library, 250 Circle Way
ManvelNorth Annex, 7313 Corporate Dr
Pearland EastTom Reid Library, 3522 Liberty Dr
Pearland West.....Westside Event Center, 2150 Countryplace Pkwy
Shadow CreekPearland Westside Library, 2803 Business Center Dr #101
Sweeny.....Sweeny Community Center, 205 W Ashley Wilson Rd
West Columbia.....New Precinct 4 Building, 121 N 10th St

DATES AND HOURS:

April 23-27.....8 AM – 5 PM
April 28.....7 AM – 7 PM
April 30-May 1.....7 AM – 7 PM

Early Voting Clerk

AVISO DE VOTACIÓN ADELANTADA EN LOS SITIOS DE VOTACIÓN AUXILIARES

La votación adelantada en persona se llevará a cabo en los siguientes sitios de esta manera:

Angleton (*Ubicación Principal*).....East Annex, 1524 E Mulberry
AlvinAlvin Library, 105 S Gordon
BrazoriaBrazoria Library, 620 S Brooks
FreeportFreeport Library, 410 Brazosport Blvd
Lake JacksonLake Jackson Library, 250 Circle Way
ManvelNorth Annex, 7313 Corporate Dr
Pearland EsteTom Reid Library, 3522 Liberty Dr
Pearland OesteWestside Event Center, 2150 Countryplace Pkwy
Shadaw CreekPearland Westside Library, 2803 Business Center Dr #101
Sweeny.....Sweeny Community Center, 205 W Ashley Wilson Rd
West ColumbiaNew Precinct 4 Building, 121 N 10th St

FECHAS Y HORAS

23-27 de abril.....8 AM – 5 PM
28 de abril.....7 AM – 7 PM
30 de abril-1 de mayo7 AM – 7 PM

Secretaria de la Votación Adelantada

ATTACHMENT "A"**VOTE CENTER LOCATIONS - MAY 5, 2018**

Home Precinct #	Polling Place
1	East Annex (Old Walmart), 1524 E Mulberry, Angleton
2	New Precinct 4 Building, 121 N 10th St, West Columbia
3	Nolan Ryan Center, 2925 South Bypass 35, Alvin
4	Brazoria Library, 620 S Brooks, Brazoria
7	Freeport Library, 410 Brazosport Blvd, Freeport
8	Oyster Creek City Hall, 3210 FM 523, Oyster Creek
12	Drainage District No. 4 Building, 4805 W Broadway, Pearland
14	Sweeny Community Center, 205 W Ashley Wilson Rd, Sweeny
15	Danbury Community Center, 6115 5th St, Danbury
19	Clute City Hall, 108 E Main, Clute
23	Lake Jackson Civic Center, 333 Hwy 332 East, Lake Jackson
24	Richwood City Hall, 1800 N Brazosport Blvd, Richwood
29	Westside Event Center, 2150 Countryplace Pkwy, Pearland
33	Mims Community Center, 4283 FM 521, Brazoria
36	Pearland Recreation Center, 4141 Bailey Rd, Pearland
39	Alvin Library, 105 S Gordon, Alvin
40	North Annex, 7313 Corporate Dr, Manvel
44	Silverlake Recreation Center, 2715 Southwyck Pkwy, Pearland
46	Tom Reid Library, 3522 Liberty Dr, Pearland
61	Shadycrest Baptist Church, 3017 Yost Blvd, Pearland
67	Pearland Westside Library, 2803 Business Center Dr #101, Pearland
	Election Day Locations subject to change



CITY OF ALVIN

ELECTION CALENDAR GENERAL ELECTION MAY 5, 2018

- January 17** First day for filing application for place on ballot. City offices open at 7:00 a.m. on Wednesday, January 17, 2018.
- February 4** First day for the placement of political signs.
- February 16** Last day for filing application for place on ballot. (City Secretary's Office will be open on Friday February 16 from 8:00 a.m. – 5:00 p.m.) Application must be filed by the 5:00 p.m. deadline.
- February 23** Last day for candidate to withdraw. Must receive in writing by 5:00 p.m.
- February 26** **Tentative Date (subject to change)** City Secretary conducts drawing for order of names on ballot at 5:31 p.m. in the City Secretary's Office at Alvin City Hall, 216 West Sealy, Alvin Texas.
- March 21** First day to mail early ballot, if available. (Submit to County).
- April 5** Due date for filing the **1st report** of campaign contributions and expenditures by opposed candidates and specific-purpose committees supporting or opposing opposed candidates with the City Secretary. (5:00 p.m. Deadline).
- April 5** Last day for submitting voter registration application in time to vote in the May 5, 2018, election.
- April 23** First day of Early Voting by personal appearance.
- April 24** Last day to submit application for ballot by mail. (Submit to County before close of business).
- April 27** Due date for filing with City Secretary **2nd report** of campaign contributions and expenditures. (Please note that the City Secretary's Office is closed on Friday; plan accordingly).
- May 1** Last day of regular Early Voting by personal appearance.

- May 5** **ELECTION DAY** (Polls open 7:00 a.m. to 7:00 p.m.).
- May 8-16** Period for Official Canvassing of Election. Date and Time to be announced.
- May 15** All political signs removed.
- May 28-Jun 30** Possible Period for Runoff Election (if needed).
- July 16** Last day for timely filing with City Secretary of semiannual report of contributions and expenditures.

City Secretary's Office Hours
Mon.-Thurs. 7:00 a.m. – 6:00 p.m.





AGENDA COMMENTARY

Meeting Date: 2/1/2018

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Rec.

Agenda Item: Consider a License Agreement with Clear Creek Independent School District for usage of Briscoe Park including the adjacent 42.2 acres of City owned property, for skills training, and authorize the City Manager to sign said agreement.

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

Summary: Brian Jackson is a U.S. Army Captain and instructor of the Creekside Intermediate School Leadership Development Corps program. In November 2017, he requested use of Briscoe Park and adjacent property owned by the City of Alvin to host a bivouac (camp-out) for up to 30 students and chaperones March 11-13, 2018 (including overnights). During the bivouac, the students would be learning useful skills such as creating shelters (tents and improvised shelters), preparing food, conducting first aid, emergency signaling, land navigation and terrain association. Captain Jackson also stated he intends to partner with Alvin High School Junior ROTC.

Staff recommends approval of the License Agreement between the City of Alvin and Creekside Intermediate School Leadership Development Corps for usage of Briscoe Park to include adjacent City owned property of approximately 42.2 acres.

Liability waivers will be signed, and students will be well chaperoned during the event.

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

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

Legal Review Required: N/A ___ Required x **Date Completed:** 1/29/18

Supporting documents attached:

- License Agreement
- Property Map
- Creekside Intermediate School Letter of Request

Recommendation: Move to approve License Agreement with Clear Creek Independent School District for usage of Briscoe Park including adjacent 42.2 acres of City owned property for skills training, and authorize the City Manager to sign said agreement.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

**L I C E N S E
FOR USE OF CITY PROPERTY**

THIS LICENSE AGREEMENT (“Agreement”) is entered into on this 9th day of January, 2018, by and between the City of Alvin, a municipal corporation (“City”), and Clear Creek Independent School District, (“Licensee”).

RECITALS:

- A. The Licensee hereby requests to use a city owned property that is known as Briscoe Park, located at 3625 Briscoe Drive, Alvin, Brazoria County, Texas, 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 conducting a two (2) night field training exercise.

NOW, THEREFORE, and subject to the terms and conditions below, the City hereby grants to Licensee the non-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 field training exercises.

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 11 March, 2018, at approximately 7:00am and continue until approximately 5:00pm on 13 March 2018, unless earlier revoked by the City at its sole discretion.

4. Operation Requirements. Licensee agrees to the following:

- a. Licensee shall specifically be confined to the city property as noted on Exhibit A.
- b. 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.
- c. Any equipment used on the licensed property shall produce noise levels no greater than the limits permitted by the City’s noise ordinance.

A handwritten signature in black ink, appearing to be 'BJ', is located at the bottom center of the page.

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. Only to the extent allowed by Texas law, 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 attorney's 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 attorney's 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. 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.

A handwritten signature in black ink, appearing to be a stylized 'R' or similar character, located at the bottom center of the page.

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,

A handwritten signature in black ink, consisting of a stylized, cursive 'M' or similar character, located at the bottom center of the page.

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.

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).

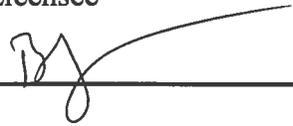
16. Right to Assign or Sublet. This license may not be assigned to any person or group, nor sublet in any part for any purpose without written consent from the City.

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

A handwritten signature in black ink, appearing to be a stylized 'M' or similar character, located at the bottom center of the page.

To the Licensee

Name: 

Printed Name: Brian A. Jackson

Address: 4320 W. Main St.

League City, Texas 77573

Phone: (281) 702-1752

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

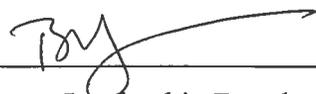
CITY OF ALVIN

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.

Clear Creek Independent School District

Signature: 

Title: Instructor, Leadership Development, Creekside Intermediate

(by designated authority granted by Leila Sarmecanic, General Counsel, Clear Creek ISD)

Print Name: Brian A. Jackson

Date: 9 January 2018

Attachments:

Exhibit A [location map]

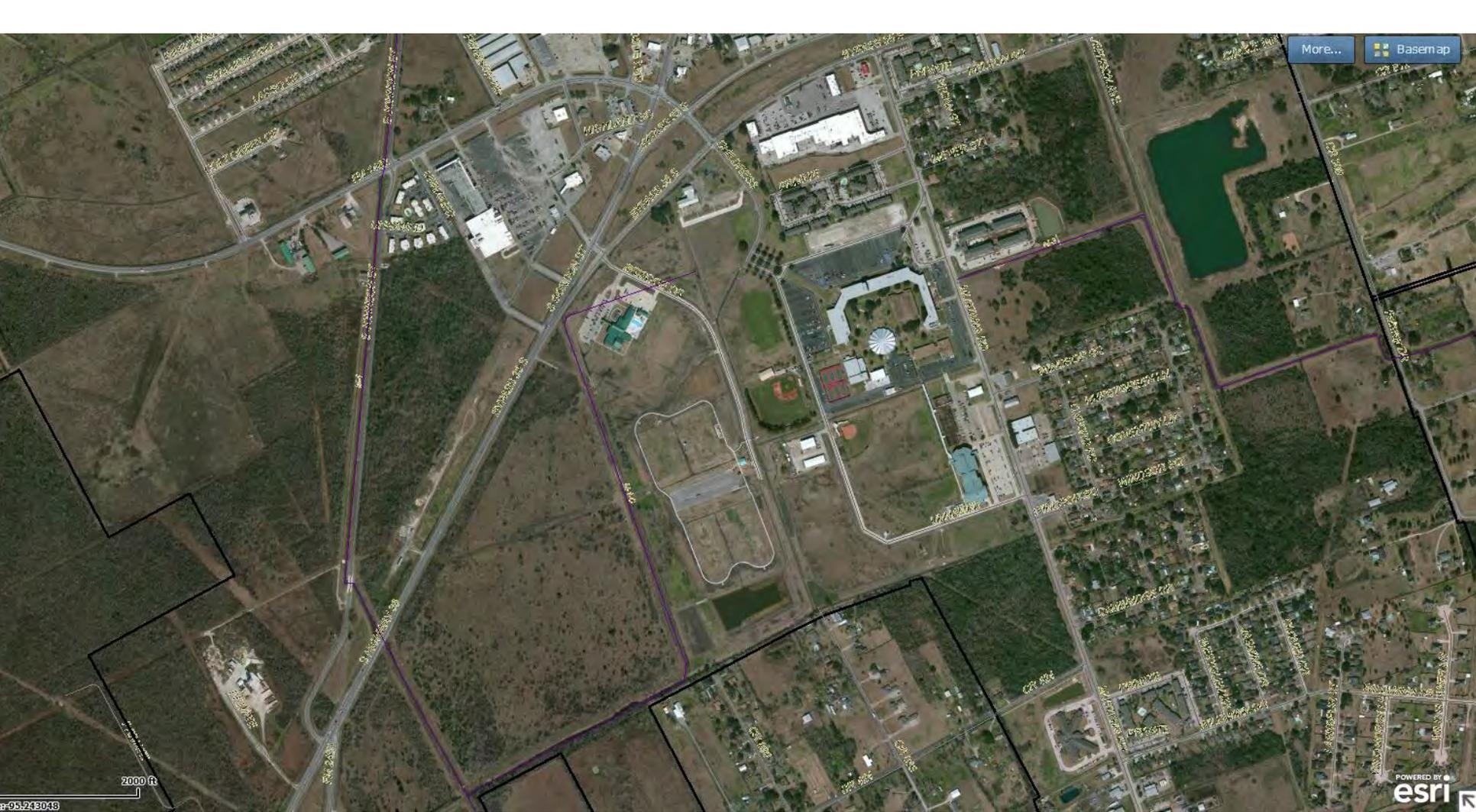
Certificate of Insurance



Briscoe Park

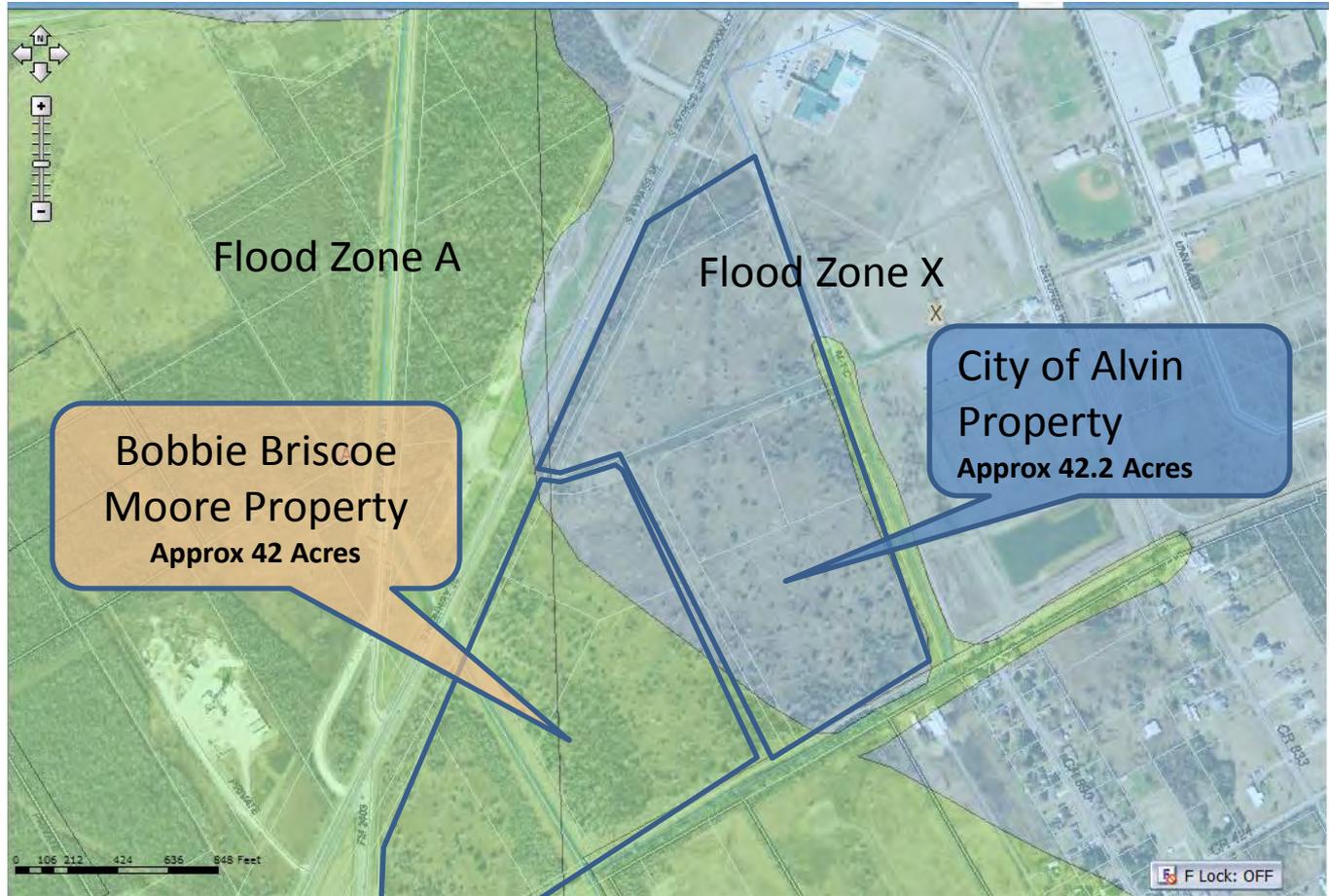
Alvin
Community
College

City of Alvin
Property
Approx 42.2 Acres



2000 ft

95.948043





CREEKSIDE INTERMEDIATE SCHOOL
LEADERSHIP DEVELOPMENT CORPS
4320 W. Main Street
League City TX 77573



1 November 2017

Dan Kelinske
Director of Parks and Recreation
City of Alvin
1100 W. Highway 6
Alvin, Texas 77511

RE: Use of Briscoe Park for School-Sponsored Student Activity

Dear Mr. Kelinske:

This letter serves to formally request the use of Briscoe Park and the adjacent undeveloped land in accordance with our previous, informal, correspondence. The pertinent information regarding its use is outlined below:

- Event: School-Sponsored Cadet Training
- Entity: Creekside Intermediate School Leadership Development Corps (Clear Creek ISD, a non-profit organization)
- Date of Use: Sunday, 11 March 2018 through Tuesday, 13 March 2018 (including overnights)
- Purpose: Student Outdoor Skills Training (see below)
- Number of people: Less than 30

During the event, students will be learning useful skills such as creating shelters (tents and improvised shelters), preparing food, conducting first aid, emergency signaling, land navigation and terrain association.

Liability waivers shall be signed and the students would be well chaperoned by myself and parent volunteers. Proof of supplementary insurance shall be provided prior to the date of the event.

If you have further questions concerning this letter, I encourage you to contact me at your convenience.

Respectfully,

BRIAN A. JACKSON
Captain, U.S. Army (Separated)
Instructor
brianjackson@ccisd.net



AGENDA COMMENTARY

Meeting Date: 2/1/2018

Department: Engineering

Contact: Michelle H. Segovia, City Engineer

Agenda Item: Consider a master preliminary plat of Southern Colony Sections 4A, 4B, and 4C (located in the City of Alvin's ETJ along the east side of FM 521 and north of Juliff-Manvel Road), being a subdivision of 90.989 acres of land situated in the William Hall League, Abstract 32, Fort Bend County, Texas, being a partial replat of the T.W.& J.H.B. House Subdivision, a subdivision recorded in volume 7, page 301, Deed Records of Fort Bend County, Texas; Plat Records of Fort Bend County, Texas.

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

Summary: On December 21, 2017, the Engineering Department received the Master Preliminary Plat of Southern Colony Sections 4A, 4B, and 4C for review. This subdivision is in the City of Alvin's Extraterritorial Jurisdiction (ETJ) located along the east side of FM 521 and north of Juliff-Manvel Road. This Preliminary Plat consists of 381 lots, 26 reserves, and 11 blocks. This plat complies with all requirements of the Planned Unit Development Section of the City's Subdivision Ordinance.

The Southern Colony Subdivision currently consists of three previously platted sections.

The City Planning Commission unanimously approved the plat at their meeting on January 23, 2018. Staff recommends approval.

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

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

Legal Review Required: N/A ___ Required **Date Completed:** 1/29/18

Supporting documents attached:

- Master Preliminary Plat of Southern Colony Sections 4A, 4B, and 4C

Recommendation: Move to approve the master preliminary plat of Southern Colony Sections 4A, 4B, and 4C (located in the City of Alvin's ETJ along the east side of FM 521 and north of Juliff-Manvel Road), being a subdivision of 90.989 acres of land situated in the William Hall League, Abstract 32, Fort Bend County, Texas being a partial replat of the T.W.&J.H.B. House Subdivision, a subdivision recorded in volume 7, page 301, Deed Records of Fort Bend County, Texas; Plat Records of Fort Bend County, Texas.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

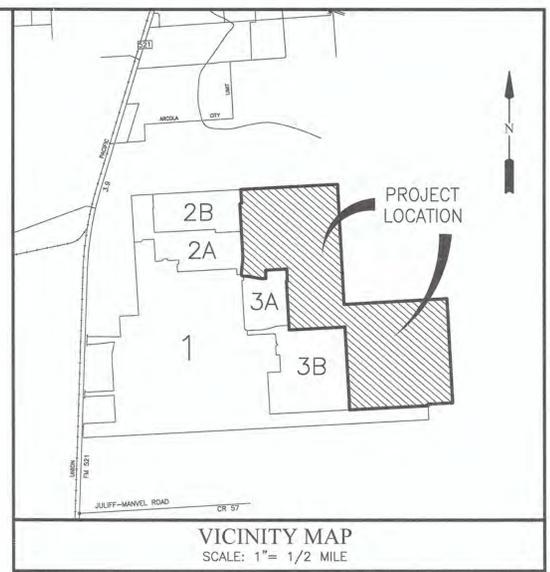
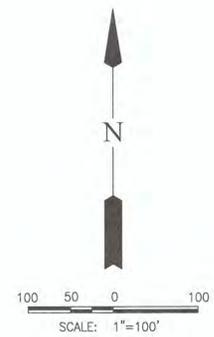
Reviewed by City Manager



CALLED 162.2524 ACRES
 THOMAS F. LOFTUS III, TRUSTEE
 TO
 HANNOVER ESTATES, LTD.
 FILE NO. 2004018462
 F.B.C.O.R.

CALLED 50 ACRES
 BLS RESOURCES, INC.
 VOL. 1910, PG. 1806
 F.B.C.O.R.

CALLED 50 ACRES
 BLS RESOURCES, INC.
 VOL. 1910, PG. 1806
 F.B.C.O.R.



VICINITY MAP
 SCALE: 1" = 1/2 MILE
 KEY MAP NO. 651 X & Y

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

MATCH LINE - SEE SHEET 2 OF 3

**MASTER PRELIMINARY PLAT OF
 SOUTHERN COLONY
 SECTIONS 4A, 4B, & 4C
 A PLANNED UNIT DEVELOPMENT**

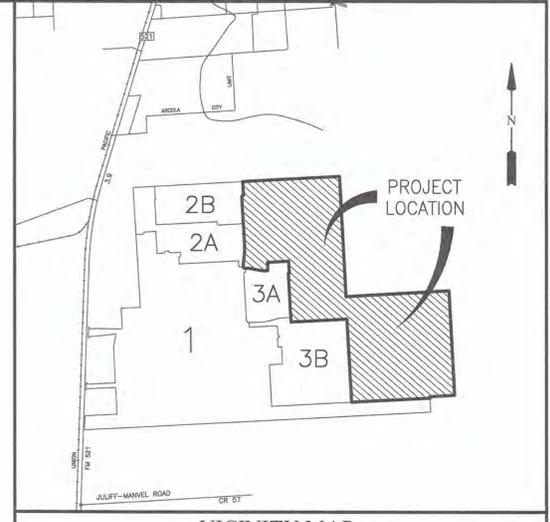
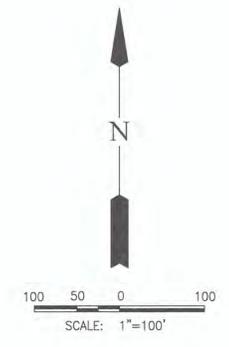
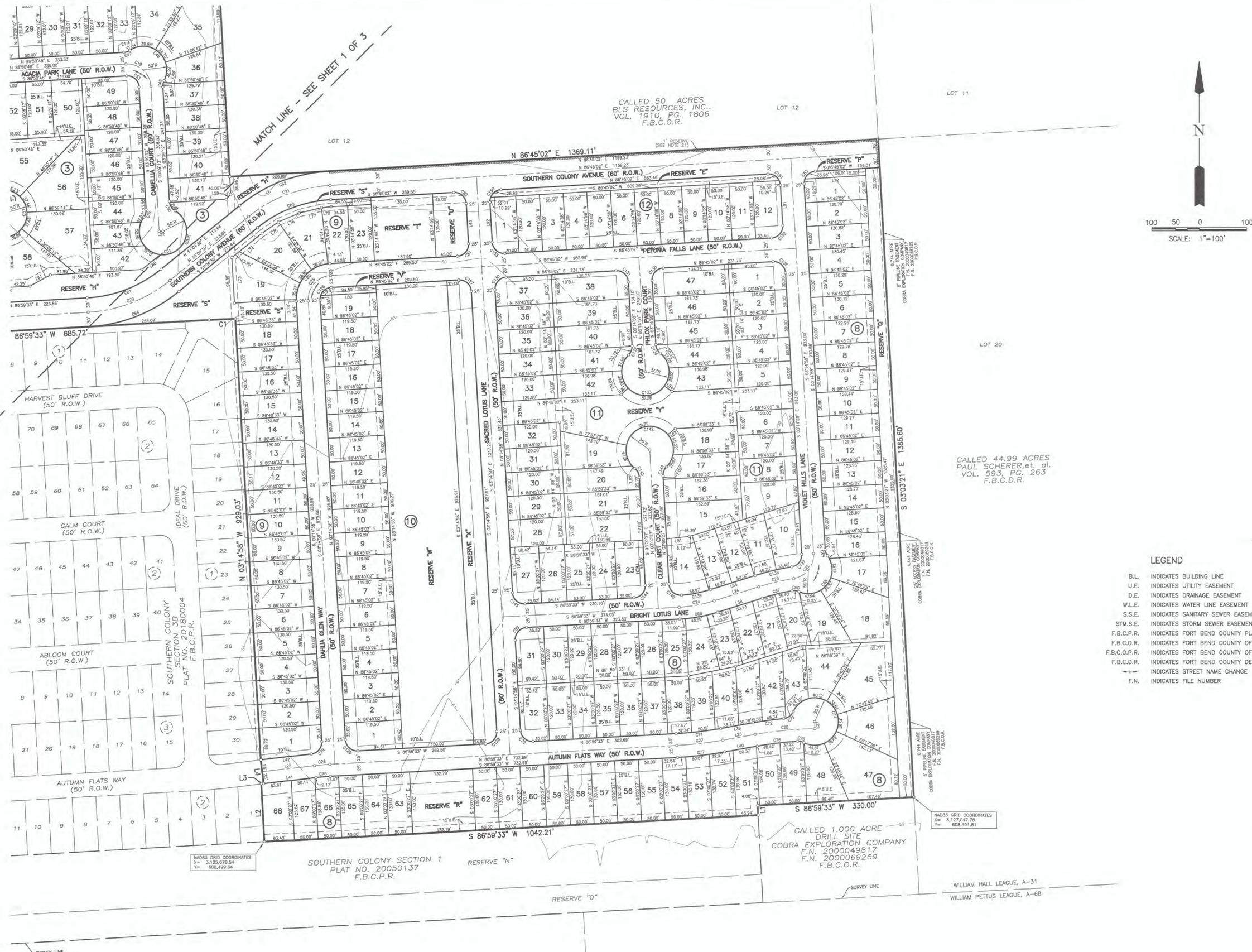
A SUBDIVISION OF 90.989 ACRES OF LAND SITUATED IN THE
 WILLIAM HALL LEAGUE, ABSTRACT 31,
 FORT BEND COUNTY, TEXAS; BEING A PARTIAL REPLAT OF
 THE T.W. & J.H.B. HOUSE SUBDIVISION, A SUBDIVISION RECORDED
 IN VOLUME 7, PAGE 301, DEED RECORDS OF FORT BEND COUNTY, TEXAS;

383 LOTS 25 RESERVES (12.061 ACRES) 11 BLOCKS
 JANUARY 10, 2018 JOB NO. 1019-8004

OWNERS:
**FORESTAR (USA) REAL ESTATE
 GROUP INC.**

A DELAWARE CORPORATION
 MEHRDAD MOAYEDI, SOLE MANAGER AND MEMBER
 6300 BEE CAVE ROAD, BUILDING II, SUITE 500, AUSTIN, TEXAS 78746
 PH. (817) 835-0650
 ENGINEER/SURVEYOR:

LJA Engineering, Inc.
 1904 W. Grand Parkway North Phone 713.953.5200
 Suite 100 Fax 713.953.5026
 Katy, Texas 77449 FRN-F-1386
 T.B.P.L.S. Firm No. 10110501



VICINITY MAP
SCALE: 1" = 1/2 MILE
KEY MAP NO. 651 X & Y

CALLLED 50 ACRES
BLS RESOURCES, INC.
VOL. 1910, PG. 1806
F.B.C.O.R.

CALLLED 44.99 ACRES
PAUL SCHERER, et. al.
VOL. 593, PG. 263
F.B.C.D.R.

CALLLED 1,000 ACRE
DRILL SITE
COBRA EXPLORATION COMPANY
F.N. 2000049817
F.N. 2000069269
F.B.C.O.R.

CALLLED 133.20 ACRES
EMMA BRINGHAM NORTH, ET AL.
VOL. 521, PG. 162
F.B.C.D.R.

CALLLED 70 ACRES
THE SHARP CORPORATION
VOL. 503, PG. 617
F.B.C.D.R.

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

**MASTER PRELIMINARY PLAT OF
SOUTHERN COLONY
SECTIONS 4A, 4B, & 4C
A PLANNED UNIT DEVELOPMENT**

A SUBDIVISION OF 90.989 ACRES OF LAND SITUATED IN THE WILLIAM HALL LEAGUE, ABSTRACT 31, FORT BEND COUNTY, TEXAS; BEING A PARTIAL REPLAT OF THE T.W. & J.H.B. HOUSE SUBDIVISION, A SUBDIVISION RECORDED IN VOLUME 7, PAGE 301, DEED RECORDS OF FORT BEND COUNTY, TEXAS;

383 LOTS 25 RESERVES (12.061 ACRES) 11 BLOCKS
JANUARY 10, 2018 JOB NO. 1019-8004

OWNERS:
**FORESTAR (USA) REAL ESTATE
GROUP INC.**
A DELAWARE CORPORATION
MEHRDAD MOAYEDI, SOLE MANAGER AND MEMBER
6300 BEE CAVE ROAD, BUILDING II, SUITE 500, AUSTIN, TEXAS 78746
PH. (817) 835-0650
ENGINEER/SURVEYOR:

LJA Engineering, Inc.
1904 W. Grand Parkway North Phone 713.953.5200
Suite 100 Fax 713.953.5026
Katy, Texas 77449 FRN-F-1386
T.B.P.L.S. Firm No. 10110501

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 03°03'21" E	20.20'
L2	N 03°00'25" W	121.50'
L3	N 83°16'45" E	4.79'
L4	N 06°43'15" W	50.00'
L5	N 86°50'49" E	12.71'
L6	N 03°09'11" W	160.00'
L7	S 86°37'26" W	278.78'
L8	S 01°05'37" E	108.86'
L9	S 86°50'49" W	28.61'
L10	N 79°09'04" W	100.02'
L11	N 05°36'06" E	148.31'
L12	N 03°09'11" W	50.00'
L13	S 86°50'49" W	0.82'
L14	N 03°09'11" W	130.92'
L15	S 03°40'07" W	18.43'
L16	N 14°03'34" E	9.00'
L17	N 26°01'55" W	8.00'
L18	N 81°27'46" W	52.48'
L19	N 03°09'11" W	110.65'
L20	S 13°39'19" W	82.33'
L21	S 86°50'49" W	144.50'
L22	N 86°50'49" E	8.00'
L23	N 86°50'49" E	110.04'
L24	S 72°40'02" W	98.38'
L25	N 83°16'45" E	111.10'
L26	N 80°02'00" E	69.50'
L27	N 00°53'34" W	15.00'
L28	N 03°09'11" W	105.35'
L29	S 86°50'49" W	106.26'
L30	S 13°39'19" W	82.33'
L31	S 03°09'12" E	38.73'
L32	N 86°50'49" E	4.14'
L33	S 86°50'49" W	4.14'
L34	S 03°09'12" E	112.24'
L35	S 72°40'02" W	98.38'
L36	N 80°02'00" E	69.50'
L37	N 80°02'00" W	69.50'
L38	S 83°16'44" W	111.10'
L39	S 83°16'45" E	107.21'
L40	N 03°14'58" W	85.00'
L41	N 86°59'33" E	104.94'
L42	S 86°50'49" W	92.29'
L43	N 86°50'49" E	103.10'
L44	N 13°39'19" E	82.33'
L45	S 86°50'49" W	110.26'

LINE TABLE		
LINE	BEARING	DISTANCE
L46	S 03°09'11" W	55.42'
L47	N 03°09'11" W	54.74'
L48	S 86°50'49" W	80.00'
L49	S 86°50'49" W	103.21'
L50	N 81°27'46" W	52.48'
L51	S 72°40'02" W	98.38'
L52	N 41°50'49" E	14.14'
L53	N 41°50'49" E	14.14'
L54	N 41°50'49" E	14.14'
L55	N 41°50'49" E	14.14'
L56	N 41°50'49" E	14.14'
L57	N 41°50'49" E	14.14'
L58	N 41°50'49" E	14.14'
L59	N 41°50'49" E	14.14'
L60	N 51°04'39" E	49.94'
L61	S 81°32'51" W	49.13'
L62	N 86°50'53" E	92.25'
L63	S 48°09'09" E	14.14'
L64	N 86°50'49" E	112.59'
L65	S 86°50'49" W	118.92'
L66	N 48°09'11" W	14.14'
L67	N 65°33'52" W	20.00'
L68	S 59°15'31" W	20.00'
L69	S 86°50'49" W	60.00'
L70	S 56°15'25" E	20.00'
L71	N 49°57'04" E	20.00'
L72	S 76°45'02" E	128.87'
L73	N 03°14'58" W	95.46'
L74	S 51°04'39" W	82.15'
L75	S 55°46'37" W	41.80'
L76	S 65°53'08" W	48.06'
L77	S 76°45'02" W	48.06'
L78	S 84°23'44" W	20.66'
L79	S 86°50'49" W	84.55'
L80	N 86°45'02" E	117.77'
L81	N 84°03'10" E	48.39'
L82	N 50°03'12" E	20.00'
L83	S 48°44'44" W	20.00'
L84	S 53°14'39" E	20.00'
L85	N 75°50'14" E	84.88'
L86	N 86°56'29" E	35.89'
L87	N 86°56'29" W	35.89'
L88	S 86°56'29" W	35.89'
L89	S 75°50'14" W	64.88'
L90	S 75°50'14" W	1.62'
L91	S 03°14'58" E	85.00'
L92	N 03°14'58" W	85.00'
L93	N 86°48'40" E	131.01'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	1970.00'	1°36'35"	55.35'	55.34'	S 87°47'51" W
C2	325.00'	14°00'07"	79.42'	79.23'	N 86°09'07" W
C3	375.00'	14°00'02"	91.63'	91.40'	N 86°09'04" W
C4	25.00'	90°00'00"	39.27'	35.36'	N 48°09'11" W
C5	320.00'	8°45'17"	48.80'	48.85'	N 01°13'28" E
C6	380.00'	8°45'17"	58.06'	58.01'	N 01°13'28" E
C7	25.00'	90°00'00"	39.27'	35.36'	N 41°50'49" E
C8	400.00'	6°49'18"	47.62'	47.60'	S 00°15'28" W
C9	500.00'	17°12'44"	150.21'	149.64'	S 84°32'48" E
C10	300.00'	22°52'44"	119.79'	119.00'	S 75°24'27" W
C11	1000.00'	11°00'36"	192.16'	191.86'	S 81°20'32" W
C12	430.00'	11°41'24"	87.73'	87.58'	N 87°18'29" W
C13	430.00'	11°41'24"	87.73'	87.58'	N 87°18'29" W
C14	430.00'	11°41'24"	87.73'	87.58'	N 87°18'29" W
C15	300.00'	11°41'24"	61.21'	61.10'	S 02°41'31" E
C16	300.00'	16°48'29"	88.01'	87.69'	S 05°15'04" W
C17	300.00'	16°48'30"	88.01'	87.69'	S 05°15'04" W
C18	2000.00'	5°47'54"	202.40'	202.31'	N 83°56'52" E
C19	50.00'	90°00'00"	78.54'	70.71'	S 48°09'12" E
C20	300.00'	35°55'03"	188.06'	185.00'	N 69°02'02" E
C21	300.00'	35°40'32"	186.80'	183.79'	N 68°54'46" E
C22	50.00'	84°12'30"	73.49'	67.05'	S 38°51'18" W
C23	525.00'	8°17'30"	75.98'	75.91'	S 76°48'47" W
C24	300.00'	14°19'31"	75.01'	74.81'	S 79°49'48" W
C25	500.00'	90°00'00"	78.54'	70.71'	S 41°50'49" E
C26	500.00'	3°42'49"	32.41'	32.40'	N 85°08'09" E
C27	800.00'	6°57'34"	97.17'	97.11'	N 83°30'46" E
C28	800.00'	9°04'27"	126.70'	126.57'	N 84°34'13" E
C29	25.00'	90°00'00"	39.27'	35.36'	N 41°50'49" E
C30	25.00'	90°00'00"	39.27'	35.36'	S 52°39'01" E
C31	475.00'	11°06'16"	92.06'	91.91'	S 81°23'22" W
C32	1025.00'	11°00'36"	196.98'	196.68'	S 81°20'32" W
C33	25.00'	90°00'00"	39.27'	35.36'	S 41°50'49" W
C34	25.00'	90°00'00"	39.27'	35.36'	S 48°09'11" E
C35	1975.00'	4°10'35"	143.96'	143.93'	N 84°45'32" E
C36	25.00'	90°00'00"	39.27'	35.36'	N 58°10'04" E
C37	25.00'	90°00'00"	39.27'	35.36'	S 08°09'02" E
C38	25.00'	47°24'13"	20.68'	20.10'	N 73°40'03" W
C39	2025.00'	4°12'59"	149.02'	148.99'	S 84°44'20" W
C40	25.00'	73°33'48"	32.10'	29.94'	S 50°03'55" W
C41	325.00'	7°22'17"	2.11'	2.11'	S 13°28'10" W
C42	275.00'	16°48'30"	80.67'	80.39'	S 05°15'04" W
C43	25.00'	90°00'00"	39.27'	35.36'	S 48°09'12" E
C44	25.00'	30°27'58"	13.29'	13.14'	N 71°38'49" E
C45	50.00'	150°07'16"	131.01'	98.80'	S 48°09'12" E
C46	25.00'	30°27'58"	13.29'	13.14'	S 12°04'48" W
C47	25.00'	55°56'39"	24.41'	23.45'	S 31°07'31" E
C48	50.00'	276°17'24"	240.24'	67.37'	S 78°32'51" W
C49	25.00'	39°20'45"	17.17'	16.83'	N 16°31'11" E
C50	25.00'	90°00'00"	39.27'	35.36'	N 48°09'12" W
C51	25.00'	90°00'00"	39.27'	35.36'	S 41°50'48" W
C52	25.00'	90°00'00"	39.27'	35.36'	S 48°09'12" E
C53	25.00'	90°00'00"	39.27'	35.36'	S 48°09'12" E
C54	25.00'	90°00'00"	39.27'	35.36'	S 48°09'12" E
C55	25.00'	90°00'00"	39.27'	35.36'	S 48°09'12" E
C56	25.00'	48°11'23"	21.03'	20.41'	N 62°45'07" E
C57	50.00'	276°22'46"	241.19'	66.67'	S 03°09'12" E
C58	25.00'	48°11'23"	21.03'	20.41'	N 69°03'30" W
C59	25.00'	90°00'00"	39.27'	35.36'	S 41°50'48" W
C60	25.00'	89°51'15"	39.21'	35.31'	S 48°04'49" E
C61	270.00'	35°55'03"	169.28'	166.50'	N 69°02'02" E
C62	330.00'	35°40'32"	205.48'	202.17'	N 68°54'46" E
C63	25.00'	90°00'00"	39.27'	35.36'	S 41°45'02" W
C64	25.00'	32°59'43"	14.40'	14.20'	S 19°44'49" E
C65	50.00'	150°07'16"	131.01'	96.62'	S 38°48'58" W
C66	25.00'	33°47'26"	14.74'	14.53'	N 83°01'06" W
C67	500.00'	7°25'09"	64.74'	64.70'	S 76°22'37" W
C68	325.00'	14°19'31"	81.26'	81.05'	S 79°49'48" W
C69	25.00'	90°14'31"	39.38'	35.43'	S 41°52'18" W
C70	25.00'	89°45'29"	39.16'	35.28'	N 48°07'42" E
C71	775.00'	6°57'34"	94.13'	94.08'	N 83°30'46" E
C72	825.00'	4°30'24"	64.89'	64.87'	N 82°17'11" E
C73	25.00'	59°55'20"	26.15'	24.97'	N 54°34'44" E
C74	50.00'	27°30'24"	238.30'	68.79'	S 18°50'44" E
C75	25.00'	31°19'34"	13.67'	13.50'	N 77°58'19" W
C76	775.00'	6°19'54"	85.65'	85.60'	S 83°11'57" W
C77	825.00'	6°57'34"	100.21'	100.15'	S 83°30'46" W
C78	475.00'	3°42'49"	30.79'	30.78'	S 85°08'09" W
C79	25.00'	86°31'42"	37.76'	34.27'	N 40°00'53" E

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C80	75.00'	90°00'00"	117.81'	106.07'	N 41°45'02" E
C81	25.00'	90°00'00"	39.27'	35.36'	N 41°45'02" E
C82	25.00'	90°00'00"	39.27'	35.36'	N 48°14'58" W
C83	270.00'	35°40'32"	168.12'	165.41'	S 86°54'46" W
C84	330.00'	35°55'03"	208.87'	203.50'	S 69°02'02" W
C85	25.00'	90°08'45"	39.33'	35.40'	N 41°55'11" E
C86	25.00'	89°59'59"	39.27'	35.36'	N 48°09'11" W
C87	25.00'	75°43'40"	33.04'	30.69'	N 48°58'59" E
C88	325.00'	2°32'09"	14.38'	14.38'	N 12°23'14" E
C89	275.00'	16°48'29"	80.67'	80.38'	N 05°15'04" E
C90	25.00'	90°00'00"	39.27'	35.36'	N 48°09'11" W
C91	455.00'	11°23'02"	90.40'	90.25'	N 87°27'40" W
C92	25.00'	101°23'02"	44.24'	38.89'	S 47°32'20" W
C93	25.00'	48°11'23"	21.03'	20.41'	S 27°14'52" E
C94	50.00'	276°22'46"	241.19'	66.67'	S 86°50'49" W
C95	25.00'	48°11'23"	21.03'	20.41'	N 20°56'31" E
C96	325.00'	3°00'52"	17.10'	17.10'	N 01°38'45" W
C97	25.00'	88°16'36"	38.52'	34.82'	N 44°16'36" W
C98	405.00'	4°44'16"	33.49'	30.41'	S 27°14'52" E
C99	25.00'	90°00'00"	39.27'	35.36'	S 41°50'49" W
C100	425.00'	6°43'10"	49.84'	49.81'	S 00°12'24" W
C101	25.00'	89°25'22"	37.27'	33.92'	S 39°08'42" E
C102	25.00'	99°19'28"	43.34'	38.11'	N 51°11'12" E
C103	375.00'	4°40'39"	30.61'	30.61'	N 00°48'51" W
C104	25.00'	90°00'00"	39.27'	35.36'	N 48°09'11" W
C105	25.00'	90°00'00"	39.27'	35.36'	N 41°50'49" E
C106	25.00'	90°00'00"	39.27'	35.36'	S 48°09'11" E
C107	25.00'	90°00'00"	39.27'	35.36'	S 41°50'49" W
C108	325.00'	12°01'10"	68.18'	68.05'	S 80°50'15" W
C109	25.00'	50°41'17"	22.12'	21.40'	N 79°49'42" E
C110	50.00'	276°14'00"	241.08'	66.76'	S 12°36'06" E
C111	25.00'	44°31'02"	19.42'	18.94'	N 51°32'23" E
C112	275.00'	13°02'56"	62.63'	62.49'	N 80°19'22" E
C113	25.00'	90°00'00"	39.27'	35.36'	N 48°09'11" E
C114	25.00'	82°25'35"	35.97'	32.94'	S 34°37'26" W
C115	975.00'	11°00'36"	187.35'	187.07'	N 20°56'31" W
C116	405.00'	11°41'24"	82.63'	82.49'	N 87°18'29" W
C117	455.00'	11°41'24"	92.83'	92.67'	N 87°18'29" W



AGENDA COMMENTARY

Meeting Date: 2/1/2018

Department: E.M.S.

Contact: Ron Schmitz, EMS Director

Agenda Item: Consider the purchase of a new ambulance, replacing Unit #755, out of the City's Vehicle Replacement Program, from Frazer, Ltd. through the Houston-Galveston Area Council Cooperative Purchasing Program, in an amount not to exceed \$157,276.32.

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

Summary. In September of 2017, Ambulance Unit #754 (a 2010 Type 2 van) with 73,200 miles, suffered engine failure that would require an engine replacement for repair. This unit had been plagued with mechanical issues in recent years and was due to be replaced in FY19. Also in September, Ambulance Unit #755 (a 2011 Type 1 box) with 181,300 miles, suffered catastrophic engine failure. This unit was also due to be replaced in FY19. We are requesting replacement of one ambulance now because the unit is being replaced early and the available replacement funds are not adequate to replace both units. Unit #754 has \$59,250 available in the replacement fund and Unit #755 has \$105,000 available. Ambulance chassis are on an eight-year replacement schedule and the ambulance box is on a 16-year replacement schedule. Funding for the second ambulance will be discussed for the FY19 budget.

The City maintains a fleet of five ambulances, three that are staffed daily and two that act as reserve for special events or maintenance rotation. As a result of these vehicles being out of service, other vehicles are not rotated as often and limits our ability to up-staff for planned events or large incidents. Because of this immediate risk to public health and safety, if approved, the City will purchase the ambulance through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program in lieu of requests for bids to avoid further delays in the replacement process. The purchase of this ambulance will bring our fleet up to four units. Because our current three units are newer models (2015 & 2016) the requirement for maintenance rotation has been low, allowing us to delay the replacement of the fifth ambulance.

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

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

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

Supporting documents attached:

- HGAC Frazer Quote

Recommendation: Move to approve the purchase of a new ambulance, replacing Unit #755, out of the City's Vehicle Replacement Program, from Frazer, Ltd. through the Houston-Galveston Area Council Cooperative Purchasing Program, in an amount not to exceed \$157,276.32.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

Order No: Q301-00001
Quote Date: 11/10/2017
Expiration Date: 2/8/2018
Salesperson: Kasey Gillum

Invoice To:

City of Alvin EMS
 City of Alvin
 1100 West Hwy 6
 Alvin TX 77511
 r t c

Attention:

Assistant Director
 John Covington
 jcovington@cityofalvin.com

Salesperson:

Kasey Gillum
 kgillum@frazerbilt.com

No.	Item	Quantity	U/M		Unit Price		Net Amount
1	MODULE Type I 12' Module	1.000	EA	\$	121,400.00	\$	121,400.00
2	CHASSIS 2018 Chevy C3500 Gas	1.000	EA	\$	34,500.00	\$	34,500.00
3	DELIVERY Customer Pick Up - FOB Frazer	0.000	M	\$	2.75	\$	0.00
4	14389-RED Bin-Hang/Stack, Large, Red	12.000	EA	\$	10.48	\$	125.76
5	14390-RED Bin-Hang/Stack, Small, Red	36.000	EA	\$	6.96	\$	250.56
6	HGAC-NEW HGAC Fee for a New Unit	1.000	EA	\$	1,000.00	\$	1,000.00



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Customer Quote

Order No: Q301-00001
Quote Date: 11/10/2017
Expiration Date: 2/8/2018

Remit To:

Frazer, Ltd.
 7219 Rampart Street
 Houston TX 77081

Sale Amount:	157,276.32
Sales Tax:	0.00
Total Amount:	157,276.32

Payment Terms: Net 30 Days

Special Instructions:

Email this quote along with your PO to sales@frazerbilt.com.
 Graphics pricing includes two hours' design time in the base price.
 More extensive graphics or multiple changes will be billed at \$100/hr.



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For your convenience, all pricing has been itemized below per quote Q301-00001 for City of Alvin EMS

Base Module	\$ 97,900.00
Chassis Exterior	\$ 1,250.00
Module Exterior	\$ 6,100.00
Chassis Interior	\$ 800.00
Module Interior	\$ 15,350.00
Total \$	121,400.00

Items included in above totals:

- 1. Type I 12' Module \$ incl
- 2. This is a CAAS Unit \$ incl

Chassis Exterior:

- 3. Chassis : 2018 Chevy C3500 , Gas , 4x2 , Regular Cab , 84" Cab to Axle , Chevy White (FLNA 40005) \$ incl
 - 4. Wheel type: Factory Wheels \$ incl
 - 5. Grille Guard: Ranch Hand Grille Guard \$ incl
 - 6. Siren Amplifier: Howler \$ 1,250.00
 - 7. Passenger's side Grille Light: Whelen M4 Red Light \$ incl
 - 8. Driver's side Grille Light: Whelen M4 Red Light \$ incl
 - 9. Passenger's side Intersect Light: Whelen M4 Red Light \$ incl
 - 10. Driver's side Intersect Light: Whelen M4 Red Light \$ incl
- Chassis Exterior Subtotal \$ 1,250.00**

Module Exterior:

- 11. Power Source: Onan 5.5kW Generator \$ incl
- 12. Module Paint Layout: Single Stage White - Frazer White (BT650TS) \$ incl
- 13. Rear Wall 3M Conspicuity Layout - Chevron : White Base Color and Red - Translucent Overlay \$ 1,500.00
- 14. Frazer Provided Graphics \$ 2,550.00
- 15. Shore Power: Single 30 Amp on Front Wall \$ incl
- 16. Pigtail/Plug Option: Pigtail \$ incl
- 17. Install Ignition Kill Switch \$ 250.00
- 18. Coax 1 : Run coax from location 1 to Chassis \$ incl
- 19. Coax 2 : Run coax from location 2 to Chassis \$ incl
- 20. Coax 3 : Run coax from location 3 to Electrical Compartment \$ incl
- 21. Coax 4 : Run coax from location 4 to Electrical Compartment \$ incl



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22. UNOC #469 - Install customer provided radio equipment:	\$	700.00
- 800 Mhz self-contained radio in console slot 3 (wired battery hot)		
- Mic on the D/S of slot 3		
- Speaker on the front of the console		
- Antenna on the module roof		
- VHF self-contained radio in console slot 4 (wired battery hot)		
- Mic on D/S of slot 4		
- Antenna on the module roof		
23. Front Wall Light Layout: Lower 5 Lights	\$	incl
24. Front Wall Light #1: Whelen M6 Blue Light	\$	incl
25. Front Wall Light #2: Whelen M6 Red Light	\$	incl
26. Front Wall Light #3: Whelen M6 Clear Light	\$	incl
27. Front Wall Light #4: Whelen M6 Red Light	\$	incl
28. Front Wall Light #5: Whelen M6 Blue Light	\$	incl
29. Front Wall Driver Side Box Light: Whelen M6 Red Light	\$	incl
30. Front Wall Passenger Box Light: Whelen M6 Red Light	\$	incl
31. Driver Wall Front Box Light: Whelen M6 Red Light	\$	incl
32. Driver Wall Rear Box Light: Whelen M6 Red Light	\$	incl
33. Driver Wheel Well Light: Whelen M6 Red Light	\$	incl
34. Scene Light Option: Spectra SPA900	\$	incl
35. O2 Compartment Layout: Laydown O2 with Divider and Adjustable Shelf	\$	200.00
36. O2 Rollers for an H Cylinder	\$	incl
37. Electrical Compartment Style: Standard Electrical Compartment	\$	incl
38. Lower Storage Style: Standard Lower Storage	\$	incl
39. Compartment Above Wheel Well Style: Standard Compartment Above Wheel Well	\$	incl
40. Dometic Self-Contained A/C with Exhaust Fan	\$	incl
41. Rear Storage Compartment Style: Rear Storage with divider and shelf with I/O access	\$	450.00
42. Module Window Option: Sliding Window	\$	incl
43. Upper Rear Wall Light Layout: 3 Across	\$	incl
44. Upper Light #1: Whelen M6 Amber Light	\$	incl
45. Upper Light #2: Whelen M6 Load Light	\$	incl
46. Upper Light #3: Whelen M6 Amber Light	\$	incl
47. Lower Light #1 Whelen M6 Brake/Tail/Turn Red Light	\$	incl
48. Lower Light #2 Whelen M6 Brake/Tail/Turn Red Light	\$	incl



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49. Lower Light #3 Whelen M6 Red Light	\$	incl
50. Lower Light #4 Whelen M6 Red Light	\$	incl
51. Rear Wall Driver Box Light: Whelen M6 Red Light	\$	incl
52. Rear Wall Passenger Box Light: Whelen M6 Red Light	\$	incl
53. Rear Backboard: 5" Compartment Shelf	\$	200.00
54. Lower BTTs: 2 Grote Lights on each side	\$	incl
55. Rear Bumper	\$	incl
56. Door Grabbers	\$	incl
57. License Plate Light	\$	incl
58. Passenger Wall Front Box Light: Whelen M6 Red Light	\$	incl
59. Passenger Wall Rear Box Light: Whelen M6 Red Light	\$	incl
60. Passenger Wheel Well Light: Whelen M6 Red Light	\$	incl
61. Body Drop on the Passenger's Side Forward of Rear Wheels	\$	250.00
62. Interior Step Option: Double Step Well	\$	incl
63. Passenger Rear Compartment Style: Onan Genset Compartment	\$	incl
	Module Exterior Subtotal \$	6,100.00
Chassis Interior:		
64. Siren Speakers: Whelen SA 315 Speakers	\$	incl
65. Tap-2 on Primary Siren	\$	incl
66. Siren Option: Whelen C9 Siren in Console	\$	150.00
67. Mic 1 on passenger's side slot 1	\$	incl
68. Console Layout: 6-Slot Console	\$	incl
69. Slot 1: Single Slot Switch Panel	\$	incl
70. Slot 2: Siren 1	\$	incl
71. Slot 3: Radio Plate Item ID 22667	\$	incl
72. Slot 4: Radio Plate Item ID 2399	\$	incl
73. Slot 5: Double Blank Insert	\$	150.00
74. Slot 6: Joined with 5	\$	incl
75. Console Switch Layout : Primary - Secondary - Howler - Blank - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Start/Stop Genset -	\$	incl
76. New Armrest	\$	200.00
77. Front of Console: Dual Cup Holder	\$	100.00
78. Chassis Rear Wall: 3 High Glove Box Holder	\$	200.00



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Chassis Interior Subtotal \$ 800.00

Module Interior:

79. Protek Cushions	\$	incl
80. Red Interior	\$	incl
81. Stainless Steel Countertops	\$	incl
82. Duplex Outlet in the Front Corner Area	\$	150.00
83. Netting at Front Corner Area	\$	incl
84. Duplex Outlet on the Front Wall	\$	incl
85. Front I/O with Lexan Double Doors	\$	incl
86. 3 High "D" Cylinder Holder in the Front I/O Facing the Rear Wall	\$	300.00
87. Duplex Outlet in the Front I/O	\$	incl
88. UNOC #471 - Install customer provided Medix Safe in the front corner area	\$	450.00
89. UNOC #472 - Install customer provided fridge on shelf in front I/O	\$	200.00
90. Location 1: 4 Switch w/Thermostat	\$	incl
91. Location 2: Single O2 Outlet	\$	incl
92. Location 3: Blank	\$	incl
93. Location 4: Blank	\$	incl
94. Location 6: Suction	\$	incl
95. Location 7: Quad 120 VAC	\$	incl
96. Location 9: Blank	\$	incl
97. Action Wall Switch Layout : Interior Lights ; Front Interior Light ; Ventilation Fan ; Blank ;	\$	incl
98. Sharps Container at Action Wall	\$	incl
99. Acrylic Holder at the Action Wall Cabinet	\$	incl
100. New 6pt Harness at the CPR Seat	\$	500.00
101. Cabinet Aft CPR Seat	\$	900.00
102. Genset Start/Stop Swith at Rear Doors	\$	100.00
103. Rear Door Switch Layout : Acknowledge ; Start/Stop Genset ; Blank ; Rear Load ;	\$	incl
104. UNOC #292 - Single O2 outlet with a built in quick disconnect 25LPM flow meter instead of standard at all O2 outlets	\$	900.00
105. 22 Pocket Acrylic Holder at Squad Bench	\$	600.00
106. Two Seating Positions at the Squad Bench	\$	incl
107. Harness Type for Seat Position 1: New 6pt Harness	\$	500.00



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108. Harness Type for Seat Position 3: No Harness	\$	incl
109. Double Squad Bench Cabinet	\$	600.00
110. Trashcan with Lid at the Head of the Squad Bench	\$	incl
111. New Glove Box & Handrail at the Head of the Squad Bench	\$	250.00
112. O2 Outlet at the Squad Bench Wall	\$	incl
113. 3 High Glove Box Holder Low on Rear Wall	\$	200.00
114. Sharps Container High on Rear Wall	\$	150.00
115. O2 Outlet in Ceiling Raceway	\$	300.00
116. IV Hanger on Ceiling Raceway	\$	incl
117. Overhead Grabrails on Both Sides	\$	200.00
118. IV Hanger on Squad Bench Ceiling	\$	incl
119. UNOC #470 - Furnish and install metal IV hangers in lieu of rubber	\$	200.00
120. Floor Options: Stryker Performance Load with Charger	\$	8,000.00
121. Loncoin II Onyx Floor	\$	150.00
122. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness	\$	700.00
Module Interior Subtotal	\$	15,350.00

All new Frazer EMS Vehicles come standard with the following features:

- 120V generator-powered electrical system independent of the chassis electrical
- 120V self-contained module heater & proprietary best-in-class air conditioner
- Easily accessible electrical compartment located on exterior of vehicle
- All aluminum module construction - No wood products!
- Shear-plate method of attachment securing the module to the chassis
- All aluminum powder-coated 12" deep interior cabinetry
- Seamless cushions
- All LED emergency warning and scene lighting
- All LED interior ceiling lights
- 120VAC outlets conveniently located throughout unit
- Three oxygen outlets
- Action area with hinged service access panel to back of oxygen outlets and switches



AGENDA COMMENTARY

Meeting Date: 2/1/2018

Department: Economic Development

Contact: Larry Buehler, Director of Economic Dev.

Agenda Item: Consider Resolution 18-R-04, authorizing an amended developer agreement with Don Barras Development, LLC toward the construction of the St. James Senior Residential Development.

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

Summary: In June 2017, the City entered into an Agreement with Don Barras Development, LLC (the "Company"), 1300 Plantation, Alvin, Texas, for a senior residential development. Due to additional market analysis that will enhance the overall development, the Company is requesting an Amendment to the original Agreement. Meyers Research, a national market research and consulting firm specializing in the real estate industry, completed a regional analysis of senior facilities in the Primary Market Area (PMA) that is within a 10-mile radius of the site.

The Company still intends to construct a senior residential development and a commercial development (the "Improvements"), in the extra territorial jurisdiction (ETJ) of the City of Alvin and be annexed into the City of Alvin, located along the proposed FM 528 Extension between Business 35 and State Highway 6. The Company will now be adding an assisted living component to the site. The Company expects the senior residential development will provide twelve (12) buildings, housing 120 single-story units with parking, and will be age-restricted for one resident to be at least 55 years of age, and no residents shall be under 50 years of age.

The Company submitted a letter requesting annexation on May 17, 2017, the annexation to be acted upon by the City upon completion of the senior residential development. Based on the market report, the modifications to the Agreement are:

1. Each independent living unit will now have 1.5 parking spaces per unit instead of the original 2 parking spaces per unit due to the addition of 30 detached garages/storage units (only for residents)
2. 70 independent living units will be constructed in phase 1 and 50 additional independent living units will be constructed as part of phase 2 of the project
3. An assisted living component is now planned for the project in phase 3
4. There will be a new timetable included in the agreement to reflect current scheduling of the project. This will include closing on the land, start of construction, and phasing the project.

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

Funding Account: _____ Amount: _____ 1295 Form Required? Yes ___ No

Legal Review Required: N/A ___ Required Date Completed: 1/29/18

Supporting documents attached:

- Resolution 18-R-04
- Amended Developers Agreement
- Seniors Development Plans

Recommendation: Move to approve Resolution 18-R-04, authorizing an Amended Developer Agreement with Don Barras Development, LLC toward the construction of the St. James Senior Residential Development.

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. 18-R-04

A RESOLUTION BY THE COUNCIL OF THE CITY OF ALVIN, TEXAS, SUPPORTING AN AMENDED DEVELOPER AGREEMENT TOWARD THE CONSTRUCTION OF THE ST. JAMES SENIORS RESIDENTIAL DEVELOPMENT WITH A COMMERCIAL COMPONENT; AND SETTING FORTH RELATED MATTERS THERETO.

WHEREAS, pursuant to Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code, it is the established policy of the City to adopt such reasonable programs and measures from time-to-time, as are permitted by law, to promote local economic development, to attract industry, create and retain primary jobs, expand the growth of the City, to stimulate business and commercial activity in the City, and thereby enhance the economic stability and growth of the City; and

WHEREAS, on June 7, 2017, Don Barras Development, LLC (the “Company”), 1300 Plantation, Alvin, Texas 77511, entered into an Agreement, with the intent to construct a senior residential development and a commercial development (the “Improvements”), in the extra territorial jurisdiction (ETJ) of the City of Alvin and be annexed into the City of Alvin, located along the proposed FM 528 Extension between Business 35 and State Highway 6, Alvin, Brazoria County, Texas (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, the Company expects the senior residential development will provide twelve (12) buildings, housing 120 single-story units with parking, and will be age-restricted for one resident to be at least 55 years of age, and no residents shall be under 50 years of age, as described in Exhibit “B;” and

WHEREAS, the company is now adding an assisted living component to the development, to be built in an additional phase; and

WHEREAS, on November 14, 2016, the Company and City staff held a pre-development meeting to discuss the senior residential development, where the proposal to the City required certain administrative actions to permit the construction of the senior residential development; and

WHEREAS, the Company submitted a letter requesting annexation on May 17th, 2017, and such annexation will be acted upon by the City upon completion of the senior residential development; and

WHEREAS, the City agrees that to induce the Company to construct the Improvements on the Property, it will take all lawful and appropriate administrative actions (collectively the “Actions”) to permit and authorize the construction and operation of the Property as set forth in Exhibit “C,” attached hereto and made a part hereof; and

WHEREAS, the Company has agreed, in exchange and as consideration for the Actions, to satisfy and comply with certain terms and conditions of this Agreement; and

WHEREAS, this Agreement is found by the City Council of the City to be suitable for the stimulation and development of business operations at the Property, the increase of taxable property in the City, the development and improvement to existing property, and a better quality of place/life for the community, the creation of construction jobs and the economic benefit for the City in general, and for the property values of property immediately adjacent to the Property; and

WHEREAS, the City Council has considered the matter and deems it in the public interest to authorize this action.

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

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

Section 2. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

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

PASSED AND APPROVED on this the ____ day of _____, 2018

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

AMENDED AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

KNOW ALL MEN BY THESE PRESENTS:

This AMENDED AGREEMENT (the “Amended Agreement”) is made and entered into by and between the City of Alvin, a Texas, home rule municipality organized under the Constitution and laws of the State of Texas, located in Brazoria County, Texas (the “City”), and Don Barras Development, LLC (the “Company”), 1300 Plantation, Alvin, Texas 77511.

WITNESSETH:

WHEREAS, pursuant to Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code, it is the established policy of the City to adopt such reasonable programs and measures from time-to-time, as are permitted by law, to promote local economic development, to attract industry, create and retain primary jobs, expand the growth of the City, to stimulate business and commercial activity in the City, and thereby enhance the economic stability and growth of the City; and

WHEREAS, on June 7, 2017, the Company entered into an Agreement, with the intent to construct a senior residential development and a commercial development (the “Improvements”), in the extra territorial jurisdiction (ETJ) of the City of Alvin and be annexed into the City of Alvin, located along the proposed FM 528 Extension between Business 35 and State Highway 6, Alvin, Brazoria County, Texas (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, the Company expects the senior residential development will provide twelve (12) buildings, housing 120 single-story units with parking, and will be age-restricted for one resident to be at least 55 years of age, and no residents shall be under 50 years of age, as described in Exhibit “B;” and

WHEREAS, the Company is now adding an assisted living component to the development, to be built in an additional phase; and

WHEREAS, on November 14, 2016, the Company and City staff had a pre-development meeting to discuss the senior residential development as described in the site plan, Exhibit “D,” where the proposal to the City required certain administrative actions to permit the construction of the senior residential development; and

WHEREAS, the Company submitted a letter requesting annexation on May 17, 2017, and such annexation will be acted upon by the City upon completion of the senior residential development; and

WHEREAS, the City agrees that to induce the Company to construct the Improvements on the Property, it will take all lawful and appropriate administrative actions (collectively the “Actions”) to permit and authorize the construction and operation of the Property as set forth in Exhibit “C,” attached hereto and made a part hereof; and

WHEREAS, the Company has agreed, in exchange and as consideration for the Actions, to satisfy and comply with certain terms and conditions of this Agreement; and

WHEREAS, this Agreement is found by the City Council of the City to be suitable for the stimulation and development of business operations at the Property, the increase of taxable property in the City, the development and improvement to existing property, and a better quality of place/life for the community, the creation of construction jobs and the economic benefit for the City in general, and for the property values of property immediately adjacent to the Property;

NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the City and the Company agree as follows:

1. This Agreement shall be effective as of the date of its execution as set forth below (the “Effective Date”) and terminate upon full completion of the residential and commercial buildout of the development, unless extended by mutual agreement of the City Council and the Company.

2. The Company agrees that its obligations under this paragraph to render the Property and the Improvements for taxation to the Brazoria County Appraisal District (BCAD) shall survive any termination of this Agreement, including a termination for default by the Company.

3. The Company agrees that it will acquire the Property and begin construction of the Improvements as set forth in Exhibit “B” on or before April 20, 2018

4. The Company agrees to acquire the Property and to deliver to the City Manager within ninety (90) days of the Effective Date of this Agreement, a certified copy of the recorded deed to the Property (the “Deed”). Thereafter, the Company agrees that the construction of the Improvements and the acquisition any required permits and licenses shall be started not more than one hundred fifty (150) days from the date the Deed is recorded in the deed records of Brazoria County, Texas (the “Record Date”).

5. The construction of the Improvements on the Property shall be completed in Three Phases:

- a) Phase One shall consist of building seventy (70) units of the senior residential development in the tract, and all items associated with it, as described in Exhibit “B” to this Agreement, will be completed not later than eighteen (18) months from the Record Date.
- b) Phase Two shall consist of building fifty (50) units of the senior residential development in the tract, and all items associated with it, as described in Exhibit “B”

to this Agreement, will be completed not later than sixteen (16) months from the completion of Phase One.

- c) Phase Three shall consist of the assisted living project, as described in Exhibit “B” to this Agreement, will be completed not later than eighteen (18) months from the from the completion of Phase Two

6. The Extensions of the deadlines outlined in 5(a) (b) and (c) above, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the City Council of the City. A failure by the Company to construct the improvements within these time deadlines, without an extension of a deadline by the City Council, shall constitute an event of default for which the City may terminate this Agreement.

7. If Company has not satisfied the requirements and conditions within the time frames described herein, including, acquiring the Property, receiving the permits and licenses, and construction of Phase One (1), Phase Two(2), and Phase Three (3) as described above, the City may terminate this Agreement, and the City may, at its discretion, restrict continuing and/or future improvements to the development, subject to Company supplying any necessary items to ensure the completion of the development as laid out in this Agreement.

8. The Company agrees that within ten (10) days of the completion of the renovation and construction of the Improvements in each Phase, it will provide the City with a copy of any and all appraisals it has provided to any financial institution providing loans or financing to the Company for the acquisition of the Property or construction of the Improvements for each Phase, as to (1) the value of the real property, and (2) the value of the completed Improvements and fixtures made by or behalf of the Company.

9. The Company acknowledged in its application to the City for a “public subsidy,” as defined by Article 2264.001(3) of the Texas Government Code, and further agrees that it does not and will not knowingly employ an undocumented worker in any aspect of the construction of the Improvements. An “undocumented worker” shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

10. In consideration of the Company’s representations, promises, and covenants, the City agrees to undertake the Actions to induce and cause the Company to purchase the Property and undertake the construction of the Improvements. The City agrees to take the Actions on behalf of the Company within thirty (30) days of receipt of a letter from the Company requesting such Actions, which letter shall also include a verification from the City acknowledging that all necessary plats, plans, and specifications have been received, reviewed, and approved.

11. It is understood and agreed by the parties that in the event of a default by the Company to render its ad valorem taxes to the BCAD in a timely manner, as required by paragraph 2 herein, the Company shall reimburse the City the full amount of the ad valorem taxes it would have paid had the company rendered its property to the BCAD as required by this

18. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only in writing, and by the signatures and mutual consent of the parties hereto, and, in the case of the City, with the approval of the City Council.

19. The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

20. This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party, which shall not be reasonably withheld or delayed. Notwithstanding anything to the contrary, Company may assign all or part of its rights or obligations without the prior consent of the City to a third-party lender advancing funds for the acquisition, construction, or operation of the Business.

21. In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

22. Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, other than those of Company, that prevent Company from performing its obligations in this Agreement, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a party's failure to perform its obligations under this Agreement.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the Mayor on this _____ day of _____ 2018 (the "Effective Date") and the Company.

ATTEST:

City of Alvin, Texas

By: _____
Dixie Roberts
City Secretary

By: _____
Paul A. Horn, Mayor

Signed this the _____ day of _____, 2018

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Signed this the _____ day of _____, 2018

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the _____ day of _____
2018, by _____ of the City of Alvin, Texas, for and on behalf of
said City.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the _____ day of _____
2018, by Don Barras, for and on behalf of said Company.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

Exhibit "A"

Description of Property

BEING 23.7888 ACRES OF LAND OUT OF A CALL 26.84 ACRE TRACT RECORDED IN BRAZORIA COUNTY CLERK'S FILE NO. (97)024069 BEING SAID LOTS 1, 2, AND 25 (LESS AND EXCEPT 1/2 ACRE OUT OF LOT 25 PREVIOUSLY CONVEYED TO THE CITY OF ALVIN, TEXAS) OUT OF THE SOUTH ONE-HALF OF SECTION 21 HOOPER AND WADE SURVEY, ABSTRACT NO. 421, BRAZORIA COUNTY, TEXAS

Exhibit “B”

Proposal of Don Barras Development, LLC

Don Barras Development, LLC propose the following:

- To develop 120 independent living senior residential apartments in a 12.25-acre site within the total 26.84 acres tract in the City of Alvin extra territorial jurisdiction (ETJ).
- To develop an assisted living component, and a commercial component within the remaining property.
- The development will be age restricted to one resident must be 55 years old and no one under 50 years old will reside in the development.
- There will be 12 independent living senior residential buildings with 10 units per building built in two phases. Phase One will consist of 70 units and be completed within 18 months from start of construction. Phase Two will consist of 50 units to be completed within 16 months after Phase One completion.
- The independent living senior residential buildings will be single story with 1.5 parking spots per unit, with the addition of thirty (30) detached garages/storage units for residents only .
- The Company will also develop an assisted living facility in Phase Three, to be completed within 18 months of completion of Phase Two.
- The Company will construct all infrastructure to connect to City utilities (water and sewer).
- The Company will construct the portion of the FM 528 extension to city standards from Heights Road to the driveway for the apartments.
-
- All construction will be permitted through the City of Alvin.
- All other portions of the ordinance will be followed by the Company/owner.
- The agreement will be active until the senior residential apartments, and the assisted living facility and all construction associated with it is complete.

Exhibit “C”

The City Administrative Actions

- The City will annex the property upon completion of the senior residential apartments and the assisted living facility, and all associated construction.
- The City will allow the senior residential apartments to be constructed on the 12.25-acre site in the City of Alvin extra territorial jurisdiction (ETJ).
- The City will allow the seniors development to have 1.5 parking spaces per unit instead of the original two parking spaces per unit due to the addition of 30 detached garages/storage units (only for residents)
- The City will allow for the secondary roadway, from the improved FM 528 Extension that goes to the main entrance to the apartments to the secondary entrance to the apartments, to be limestone and only used for emergency services, until the commercial development triggers street construction per the city ordinances and building codes.
- All other portions of the city ordinances will be followed by the developer.