

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 15, 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 droberts@cityofalvin.com 48 hours prior to the meeting time. City Hall is wheel chair accessible and a sloped curb entry is available at the east and west entrances to City Hall.

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Alvin, Texas, to be held on **Thursday, February 15, 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. **PUBLIC COMMENT**
4. **PRESENTATIONS**
 - A. Utility Departmental update.
5. **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 February 1, 2018 City Council workshop meeting.
 - B. Approve minutes of the February 1, 2018 City Council meeting.
 - C. Consider Resolution 18-R-08, declaring the results of the February 3, 2018 Special Election for the purpose of electing a member to fill the vacancy of City Council At Large Position 2.
 - D. Consider Resolution 18-R-06, calling and establishing the procedures for the March 24, 2018 Runoff Election in Alvin, Texas, and providing for related matters thereto.
 - E. Consider a contract for Election Services with Joyce Hudman, County Clerk, Brazoria County, Texas for the May 5, 2018 General Election; and authorize the Mayor to sign.
 - F. Consider Resolution 18-R-05, appointing the City of Alvin Planning Commission to serve as the City's Impact Fee Advisory Committee for the 2018 Impact Fee Update.
 - G. Consider authorizing LBR Taxi to conduct business as a taxicab service in the City of Alvin.

H. Consider the resignation from Alvin Public Library Board member Debra McDonald.

6. OTHER BUSINESS:

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

- A. Consider an Engineering Services Agreement with Dannenbaum Engineering Corporation in an amount not to exceed \$249,932 for engineering design services for the Moller Road Storm Sewer and Pavement Improvements Project Phase I; and authorize the City Manager to sign
- B. Consider Resolution 18-R-07, accepting the monetary donations from Dogs for Law Enforcement (DLE) and the Alvin Sunrise Rotary Club for the purchase of a trained canine for use by the Alvin Police Department.
- C. Consider Ordinance 18-C, amending Chapter 21, Subdivisions and Property Development, Article VII, Parkland Dedication and Development Fee; eliminating the four individual park quadrants; providing an effective date; and setting forth other provisions related thereto.
- D. Consider Ordinance 18-F, amending Chapter 24½, Manufactured Homes and Manufactured Home Parks, for the purpose of amending exceptions for the temporary installation of a manufactured home outside of a licensed mobile home park; providing for a penalty; and setting forth other provisions related thereto.

7. REPORTS FROM CITY MANAGER

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

8. 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.

9. 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, February 12, 2018 at 5:00 P.M.



A handwritten signature in blue ink, which appears to read "Dixie Roberts", is written over a horizontal line.

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 of the Alvin Parks and Recreation Board Meeting

January 3, 2018

Meeting called to order at 6:41 p.m. by Dwight Rhodes.

Members Present: Dwight Rhodes, Terri Beasley, Carrie Parker, Debra Palin and Kerry Ulm.

Oath of Office administered by Dixie Roberts to Dwight Rhodes.

Board Officers: Chairman Dwight Rhodes nominated, accepted and passed.

Vice Chairman Terry Beasley nominated, accepted and passed.

Secretary Carrie Parker nominated, accepted and passed.

December 5, 2017 meeting minutes – motion to approve by Terry Beasley, Seconded by Carrie Parker, all members present voting to approve.

No petitions/requests from the public.

Chairman Report:

Dwight informed board that Tour De Braz Bike Ride is being taken over by City of Alvin. Profit will help fund the needs of the Alvin Volunteer Fire Department.

Director Report:

- a. Update on upcoming events
 1. Depot Market Days 1/29
 2. Father/son Bowling 1/26
 3. Dad/daughter Dance 2/3 KC Hall 6:30-9:30

- b. Update park projects/improvements
 1. Mustang bank repair - Engineer work up proposed in January. If project is approved, will do Engineering for general contractor, general contractor bid, try to reclaim funds from FEMA and/or infrastructure grants. More information will be provided in February. C&R3 help if possible with equipment and manpower.
 2. Blue Trails - funds requested for this fiscal year, purchase order has been approved for feasibility study there will be a kick off call in 2 weeks, it will be requested to suggest trail run under HWY 35
 3. Facility Assessment next week (15 buildings)
 4. Develop Annual Operations & Maintenance Plan manual, how to maintain, no funding, just proposal.

New Business:

- a. Discuss and recommend Ordinance 18-C Parkland Dedication Fees.
Zone Balances (zone money frozen for each quadrant) (Funding in lieu of parks)
 1. \$84,600
 2. \$7,558.83

3. \$0

4. \$104,700

Terry Beasley motioned to recommend to City Council the approval of Ordinance 18C. Second by Dwight Rhodes, all members present voted in favor.

- c. Discuss and recommend tree type(s) related to the landscaping of Kost Detention Pond.
 - a. sidewalk being installed
 - b. Crepe Myrtle 2 colors (red & white), 10'-20' – Motion to approve said trees and colors by Kerry Ulm, Seconded by Dwight Rhodes, motion passes with all members present voting in favor.

Old Business:

- a. Discuss updating Parks Capital Improvement Recommendations List. Item postponed until the February meeting.

Chairman adjourned meeting at 8:32 p.m.

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP MEETING
THURSDAY, FEBRUARY 1, 2018
6:00 P.M.**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in a Workshop Session at 6:10 p.m. in the first-floor conference room at City Hall, with the following members present: Mayor Paul A. Horn, Mayor Pro-tem Brad Richards and Council members: Gabe Adame, Adam Arendell, Glenn Starkey, and Keith Thompson.

Staff members present: Sereniah Breland, City Manager; Junru Roland, Assistant City Manager/CFO; Suzanne Hanneman, City Attorney; Dixie Roberts, City Secretary; Robert Lee, Police Chief; Dan Kelinske, Parks and Recreation Director; Larry Buehler, Director of Economic Development; Ron Schmitz, EMS Director; and Robert E. Lee, Police Chief.

WORKSHOP ITEMS:

Discuss Homestead Exemptions.

Mr. Roland explained the primary exemptions offered by the City, reviewed property tax ceilings, illustrated examples and comparisons of exemptions, and reviewed the pros and cons of offering additional exemptions.

Discussion was had on the exemptions offered by the City and public misconceptions of such. The consensus of Council was to leave the current exemptions in place.

Discuss Special Event Application.

Members of Council were given a copy of the updated event application to review. No discuss had on this topic for lack of time.

ADJOURNMENT

Mayor Horn closed the meeting at 6:45 p.m.

PASSED and APPROVED this _____ day of _____, 2018.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY FEBRUARY 1, 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; Mayor Pro-tem Brad Richards; 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; Ron Schmitz, EMS Director/EMC and Robert Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Horn gave the invocation.

Council member Arendell led the Pledge of Allegiance to the American Flag. Council member Thompson led the Pledge to the Texas Flag.

PRESENTATIONS

Current Construction Projects.

Sereniah Breland, City Manager, reviewed construction projects including the asphalt pavement projects, Dyche Lane Water Tower, Kost and Durant Street detention ponds and the construction of Betty Nelson Elementary School.

Larry Buehler, Economic Development Director, reviewed commercial and residential projects including McCoy's Building Supply, China Classic Wok, the retail center at 1240 FM 1462, Gear Jammin Classics, JSC Credit Union, Gordon Street Tavern Grant Project, Westover Plaza, Forrest Heights Sect. 7, and Martha's Vineyard and Sunset Ranch.

PUBLIC COMMENT

Louise Sanford, addressed the Council urging the City Council to pray for our Country. She showed the Council a letter she received from the White House.

Dylan McGinnis addressed the Council to request that owning snakes in the city limits of Alvin be made legal.

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.**

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.

Mayor Horn opened the public hearing at 7:22 p.m.

Lisa Ragus, owner of LBR Taxi, explained the need for a taxi service in Alvin.

Mayor Horn closed the public hearing at 7:24 p.m.

CONSENT AGENDA

A. **Approve minutes of the January 18, 2018 City Council meeting.**

B. **Acknowledgement of the 2017 Annual Racial Profiling Report.**

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.

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.**

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.

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.

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.

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.

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.

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.

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.

Council member Starkey requested to remove item 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.

Council member Adame requested to remove item 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.

Council member Arendell moved to approve the remaining items of the consent agenda. Seconded by Council member Thompson; motion carried on a vote of 5 Ayes.

OTHER BUSINESS:

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. *(Item D was removed from the consent agenda by Council member Starkey.)*

Council member Starkey asked for an explanation of the license agreement. The City Manager and Parks Director provided an explanation. Following discussion, Council member Starkey moved to approve an 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. Seconded by Council member Richards; motion carried on a vote of 5 Ayes.

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. *(Item F was removed from the consent agenda by Council member Adame.)*

Council member Adame inquired information on vehicle unit #755. Ron Schmitz, EMS Director/EMC provided information.

Following discussion, Council member Starkey moved 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. Seconded by Council member Richards; motion carried on a vote of 5 Ayes.

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.

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.*

Larry Buehler, Economic Development Director, presented this item before the Council. Mr. Don Barras provided an estimated timeline of the construction project.

Following discussion, Council member Arendell moved to approve Resolution 18-R-04, authorizing a revised developer agreement with Don Barras Development, LLC toward the construction of the St. James Senior Residential Development. Seconded by council member Starkey; motion carried on a vote of 5 Ayes.

REPORTS FROM CITY MANAGER

Review preliminary list of items for next Council meeting.

Ms. Breland reviewed the preliminary list for the February 15, 2018 City Council meeting.

ITEMS OF COMMUNITY INTEREST

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

Mrs. Roberts reviewed items of community interest.

Council member Thompson wished the candidates luck on the upcoming special election to fill the At Large Position 2 vacancy.

Council member Arendell explained why the Council cannot respond to citizens under petitions and request.

Council member Adame announced the Alvin Education Foundation Turtle Race and Fun Run on Saturday, February 17, 2018.

Council member Starkey encouraged everyone to vote. He mentioned the kudos that was given to the Utility Department on Facebook for fixing a water break late at night.

EXECUTIVE SESSION

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.

Mayor Horn adjourned the meeting into executive session at 7:49 p.m.

RECONVENE TO OPEN SESSION

Take action on Executive Session item if necessary.

Mayor Horn reconvened the meeting into open session at 8:22 p.m. No action was taken.

ADJOURNMENT

Mayor Horn adjourned the meeting at 8:22 p.m.

PASSED and APPROVED this _____ day of _____, 2018.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 2/15/2018

Department: City Secretary

Contact: Dixie Roberts, City Clerk

Agenda Item: Consider Resolution 18-R-08, declaring the results of the February 3, 2018 Special Election for the purpose of electing a member to fill the vacancy of City Council At Large Position 2.

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

Summary: The official canvassing for this election was held on Monday, February 12, 2018, at 6:00 p.m. in the 1st floor conference room at City Hall, which is the statutory last day to canvass this election. Per the State Election Code, a full quorum of the governing body is not required for the canvassing of an election and can be completed with two (2) members of the governing body in attendance. The official election returns were read aloud by the City Secretary at the canvass and an affidavit was signed declaring the official results.

Resolution 18-R-08 formally declares the results of the February 3, 2018 Special Election in resolution and minute format, where it will be maintained as an official record of the City. The election returns for each item on the ballot do not have to be read orally at the February 15th City Council meeting, as this was done at the official canvassing held on Monday, February 12, 2018.

Staff recommends the approval of Resolution 18-R-08.

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:

- Resolution 18-R-08

Recommendation: Move to approve Resolution 18-R-08, declaring the results of the February 3, 2018 Special Election for the purpose of electing a member to fill the vacancy of City Council At Large Position 2.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

RESOLUTION 18-R-08

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE SPECIAL ELECTION HELD ON FEBRUARY 3, 2018 FOR THE PURPOSE OF ELECTING A MEMBER TO FILL THE VACANCY OF CITY COUNCIL AT LARGE POSITION 2; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, on February 3, 2018, a special election was held in the City of Alvin, Texas, for the purpose of electing a member to fill the vacancy had in the City Council At Large Position 2; and

WHEREAS, the said election was duly and legally held in conformity with the election laws of the State of Texas, and the results of said election have been verified and returned by the proper judges and clerks; and

WHEREAS, a total of 373 voters voted in such election; and

WHEREAS, the governing body as the canvassing authority of the City of Alvin, Texas, canvassed said returns on February 12, 2018, and hereby declare the result of such general election for public record; and

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

Section 1. The facts set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The official canvass of the returns of the special election held on February 3, 2018, reflects that the following named persons received the number of votes appearing opposite their names in the respective positions to be filled:

At Large Position 2		
	Total Votes	%
John Burkey	131	35.31
Jamie Vaughn	71	19.14
Joel Castro	169	45.55

Section 3. In accordance with the official canvass of the returns of the special election held on February 3, 2018 no person received a majority vote of the ballots for At Large Position 2 cast in said election. Therefore, in accordance with Article III, Section 4, of the City of Alvin Charter, a runoff election is hereby declared necessary to fill this City Council position. A runoff election will be ordered by separate action of the Council.

Section 5. **Open Meetings Act.** It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, *Chapter 551, Texas Government Code*.

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



AGENDA COMMENTARY

Meeting Date: 2/15/2018

Department: City Secretary

Contact: Dixie Roberts, City Secretary

Agenda Item: Consider Resolution 18-R-06, calling and establishing the procedures for the March 24, 2018 Runoff 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 Runoff Election for Saturday, March 24, 2018, to elect a member to fill the Alvin City Council At Large Position 2 vacancy. No candidate in the February 3, 2018 Special Election received more than 50% of the vote, therefore requiring a runoff.

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.

Early Voting will begin on Wednesday, March 7, 2018 (the day after the primary election), and will go through Tuesday, March 20, 2018, at the Alvin Library.

Early voting dates and hours:

March 7-9; 8am-5pm

March 12-16; 8am-5pm

March 19-20; 7am-7pm

Election Day voting (3/24) will be held at the Alvin Library. The Nolan Ryan Center only had a handful of voters go to this location on February 3rd. An election contract with Brazoria County for this election will be brought before City Council for consideration at the March 1, 2018 meeting.

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:

- Resolution 18-R-06

Recommendation: Move to approve Resolution 18-R-06, calling and establishing the procedures for the March 24, 2018 Runoff 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-06

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, CALLING AND ESTABLISHING THE PROCEDURE FOR THE MARCH 24, 2018, RUNOFF ELECTION IN ALVIN, TEXAS, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, on March 24, 2018, there shall be elected the following officials for this City: a member to fill the unexpired term of City Council At Large Position 2, through May 2019; and

WHEREAS, on February 3, 2018, a Special Election was held to fill the At Large Position 2 vacancy, and no candidate received more than 50% of the total votes cast, thereby requiring a Runoff Election between the two candidates receiving the most votes; and

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 provisions to contract with Brazoria County to conduct the City’s special 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”).

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

Section 1. Special Election Ordered. A Runoff Election of the City shall be held on Saturday, March 24, 2018, to elect a member to fill the unexpired term of City Council At Large Position 2, through May 2019.

Section 2. 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 was held in the Office of the City Secretary at City Hall on Tuesday February 13, 2018 at 5:31 p.m., for said runoff 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 by publishing the Notice of Election, in both English and Spanish, at least one time, as required by the *Texas Election Code* 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, 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 special 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 Wednesday, March 7, 2018, and continue through Tuesday, March 20, 2018, and the early voting poll 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 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 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. 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.

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 special 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

“ATTACHMENT A”

NOTICE OF EARLY VOTING – CITY OF ALVIN, BRAZORIA COUNTY, TEXAS

AVISO DE VOTACIÓN ADELANTADA – de las ciudades de Alvin CONDADO DE BRAZORIA, TEXAS

March 24, 2018

24 de marzo de 2018

For the Runoff Election of the City of Alvin to fill the City Council At Large Position 2 Vacancy

Para la Elección de desempate de la Ciudad de Alvin para llenar el

Conciliode la Ciudad en Posición Grande 2 Vacantes.

EARLY VOTING BY PERSONAL APPEARANCE LOCATIONS:

SITIOS DE LA VOTACIÓN ADELANTADA EN PERSONA:

Alvin Branch (*Sitio*): Alvin Library, 105 S. Gordon

PERSONAL APPEARANCE TIMES AND DATES FOR ABOVE LOCATIONS:

FECHAS Y HORAS DE LA VOTACIÓN ADELANTADA EN PERSONA:

March 7-9 (*7-9 de marzo*)8 AM – 5 PM

March 12-16 (*12-16 de marzo*)8 AM – 5 PM

March 19-20 (*19-20 de marzo*)7 AM – 7 PM

EARLY VOTING BY MAIL: (VOTACIÓN ADELANTADA POR CORREO):

Applications for voting by mail must be received no later than the close of business (5 PM) on March 13, 2018.

Las solicitudes para boletas de votación adelantada por correo deberán recibirse para el fin de las horas de negocio (5 PM) el 13 de marzo de 2018.

Applications should be mailed to:

Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:

JOYCE HUDMAN, COUNTY CLERK

111 E LOCUST, SUITE 200

ANGLETON, TX 77515-4654

Or emailed to (*o enviada por email a*): CclerkElections@brazoria-county.com.

JOYCE HUDMAN, COUNTY CLERK, BRAZORIA COUNTY



AGENDA COMMENTARY

Meeting Date: 2/15/2018

Department: City Secretary

Contact: Dixie Roberts, City Secretary

Agenda Item: Consider a contract for Election Services with Joyce Hudman, County Clerk, Brazoria County, Texas, for the May 5, 2018 General Election; and authorize the Mayor to sign.

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

Summary: This is a contract for election services with Brazoria County to conduct the May 5, 2018 General Election for City Council District B, District C, and At Large Position 1. This contract is similar to the contract authorized by City Council every year to conduct City elections. The cost for this General Election could range anywhere from \$6,000-\$10,000. The cost depends on how many other jurisdictions hold a May election. Should this election be canceled, the City may withdraw from said contract. The City Secretary's Office will handle all the required notices, filings, and general paperwork as required by state election law.

Historical Election Cost (General May Election):

May 2015: \$9,471

May 2016: \$6,151

May 2017: \$9,200

Feb. 2018: \$5,600 *special election

Early voting in Alvin will be held at the Alvin Library. Election Day voting will be at both the Alvin Library and at the Nolan Ryan Center at Alvin Community College. Registered voters may vote at any Early Voting location during Early Voting, or any Election Day Voting Center in Brazoria County on Election Day.

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

Funding Account: City Clerk/Elections **Amount:** \$6,000-\$10,000 **1295 Form Required?** Yes ___ No X

Legal Review Required: N/A ___ Required X **Date Completed:** 2/8/18

Supporting documents attached:

- Election Contract

Recommendation: Move to approve a contract for Election Services with Joyce Hudman, County Clerk, Brazoria County, Texas for the May 5, 2018 General Election; and authorize the Mayor to sign.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

JOINT CONTRACT FOR ELECTION SERVICES

THIS CONTRACT (this "Agreement") is made effective as of the Effective Date (as defined below), by and between THE CITY OF ALVIN, TEXAS, acting by and through its governing body, hereinafter referred to as "City," and County Clerk of Brazoria County, Texas, hereinafter referred to as "County," and by authority of Section 31.092(a), Texas Election Code, and Chapter 791, Texas Local Government Code, for the conduct and supervision of the City's election to be held on MAY 5, 2018. City and County may be referred to individually as a "Party" and collectively as "the Parties."

This contract is made by and between the CITY OF ALVIN, TEXAS, acting by and through its governing body, hereinafter referred to as "City" and the County Election Officer of Brazoria County, defined by statute as the County Clerk through the authority set forth in Texas Election Code §§31.091 and 31.092. The purpose of this contract is for the performance of election services as authorized by statute. This contract shall serve as the general contract for each election for which the City requests the assistance of the County Clerk. Provisions specific to each particular election will be included as an attachment to the original contract. City and County Clerk may be referred to individually as "Party" or collectively as "Parties."

- Attachment A: Conduct and Supervision for City Election to be held May 5, 2018.

RECITALS

The County Clerk has care, custody, and control over the electronic voting system, the Hart InterCivic Verity Voting System (Version 6.1), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. City desires to use the electronic voting system and to compensate the County Clerk for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The Parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this Agreement. The County Clerk shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Agreement. City agrees to pay County Clerk for equipment, supplies, services, and administrative costs as provided in this Agreement. The County Clerk shall serve as the administrator for the Joint Election; however, the City shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The County Clerk shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the City.

It is understood that other political subdivisions may wish to participate in the use of the electronic voting system and polling places, and it is agreed that the County Clerk may enter into

other joint election agreements and contracts for election services for those purposes on terms and conditions set forth in the Election Code. City agrees that County Clerk may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of City, and in such case all parties sharing common territory shall share a joint ballot on the electronic voting system at the applicable polling places. In such cases, costs shall be divided among the participants.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

City shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code or City's governing body, charter, or ordinances. With reference to publications, the County Clerk will publish the "Notice of Test of Automatic Tabulating Equipment" and the "Notice of Election." If a City is holding any type Special Election, the City may have to publish their own "Notice of Election" in order to meet additional requirements. The City shall notify the County Clerk's Elections Office if the City must print a separate notice so the City's notice is not included City in the Notice published by the County Clerk.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the County Clerk's Election Department.

III. STATUTORY COMPLIANCE

Political subdivisions shall follow all applicable State and Federal laws related to elections, including, but not limited to, Section 52.072 of the Election Code, which states in part, "A proposition shall be printed on the ballot in the form of a single statement ...". **Failure to do so may prohibit the political subdivision's participation in a Joint Election.**

IV. VOTING LOCATIONS

The County Clerk' Election Office shall select and arrange for the use of and payment for all election day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the county. The proposed voting locations are listed in Attachment B of this Agreement. In the event a voting location is not available, the Elections Department will arrange for use of an alternate location with the approval of the City. The Elections Department shall notify the City of any changes from the locations listed in Attachment B.

If polling places for the joint election in Attachment A are different from the polling place(s) used by City in its most recent election, City agrees to post a notice no later than the date of the election described in Attachment A, at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the, election described in Attachment A. Any changes in voting location from those that were used in the most recent, COUNTYWIDE JOINT elections will be posted by the County Clerk's Election Office.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Brazoria County Commissioners Court shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. In the event an emergency appointment is necessary, appointment shall be made in accordance with Election Code §32.007 which authorizes the presiding officer of the Brazoria County Commissioners Court to make an emergency appointment; should that officer not be available, the County Clerk's office shall make emergency appointments of election officials. Upon request by the County Clerk, City agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The County's Elections Department shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The County Clerk shall arrange for the training and compensation of all election judges and clerks. The Elections Department shall arrange for the date, time, and place for the presiding election judge to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Department notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge will receive compensation at an hourly rate of \$12.00. Each election clerk will receive compensation at an hourly rate of \$10.00. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close. All judges and clerks who attend training will be compensated at an hourly rate of \$8.00 as compensation for same.

It is agreed by all Parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are temporary part-time employee's subject only to those benefits available to such employees.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The County Clerk Elections Department shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all

forms, signs and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The County Clerk Elections Department shall provide the necessary voter registration information, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election. If special maps are needed for a particular City, the County Clerk Election Department will order the maps and pass that charge on to that particular City.

City shall furnish the County Clerk a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). THE CITY SHALL ALSO PROVIDE A COPY OF EACH CANDIDATE'S APPLICATION TO THE COUNTY CLERK ELECTIONS OFFICE. This list shall be delivered to the County Clerk Elections Department as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

VII. EARLY VOTING

The Parties agree to conduct joint early voting and to appoint the County Clerk as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. City agrees to appoint the County Clerk's permanent county employees as deputy early voting clerks. The Parties further agree that each Early Voting Location will have an "Officer in Charge" that will receive compensation at an hourly rate of \$12.00. The clerks at each location will receive compensation at an hourly rate of \$10.00. Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "C" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the County Clerk shall receive applications for early voting ballots to be voted by mail in accordance with Chapter 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the City shall be forwarded immediately by fax or courier to the Elections Department for processing.

The County Clerk Elections Department shall, upon request, provide the City a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VIII. EARLY VOTING BALLOT BOARD

The County Clerk shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the County Clerk Elections Department, shall appoint two or more additional members to constitute the EVBB. The County Clerk Elections Department shall determine the number of EVBB members required to efficiently process the early voting ballots.

IX. . CENTRAL COUNTING STATION AND ELECTION RETURNS

The County shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Lisa Mujica
Alternate Counting Station Manager:	Brandy Pena
Tabulation Supervisor:	Susan Cunningham
Alternate Tabulation Supervisor:	Patricia DeVille
Presiding Judge:	Tamera Reynolds
Alternate Presiding Judge:	Dottie Cornett

The County Clerk Elections Department will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the City as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The County Clerk Elections Department shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

The County Clerk Elections Department shall submit all Cities' precinct by precinct returns to the Texas Secretary of State's Office electronically.

The County Clerk Elections Department shall post all election night results to County website on election night. [http://www. Brazoriacountyvotes.com](http://www.Brazoriacountyvotes.com).

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The Parties agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the cost per polling place. Since the County participates in "Vote Centers," all political subdivisions can vote at any location. For billing purposes, each "Vote Center" will be assigned precincts in the area and if a political subdivision is on the ballot for any of the assigned precincts, they will share in the cost of that voting location.

It is agreed that the normal rental rate charged for the County's voting equipment used on election day shall be divided equally among the participants utilizing each polling location.

Costs for Early Voting by Personal Appearance will be divided by all political subdivisions as follows: Total cost of all entities entered into a contract will be divided by all political subdivisions holding elections on MAY 5, 2018. Cost will be based on registered voters.

XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

City may withdraw from this Agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. City is fully liable for any expenses incurred by County Clerk on behalf of City. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses.

XII. RECORDS OF THE ELECTION

The County Clerk is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the County Clerk or at an alternate facility used for storage of county records. The County Clerk Elections Department shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the County Clerk shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the County Clerk any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. City agrees that any recount shall take place at the offices of the County Clerk and that the County Clerk shall serve as Recount Supervisor and the City's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The County Clerk Elections Department agrees to provide advisory services to the City as necessary to conduct a proper recount and cost of the recount depends on the size of the election and number of precincts to be recounted.

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the election equipment and voting places; it is agreed that the County Clerk may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the

pro-rata share to be paid to the County by the participating authorities.

2. The County clerk shall file copies of this document with the County Treasurer and the County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed contesting the City's election under Title 14 of the Texas Election Code, City shall choose and provide, at its own expense, legal counsel for the County, the County Clerk, and additional election personnel as necessary.
4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code; however, any action taken is subject to any immunity provided by statute or common law to governmental entities. For purposes of this contract, the County Clerk's office is acting as a governmental entity covered by any immunity available to Brazoria County.
5. The parties agree that under the Constitution and laws of the State of Texas, neither Brazoria County nor City can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.
7. In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
11. **Authorization of Agreement.** This Agreement has been approved and authorized by the governing body of the City.
12. **Purpose, Terms, Rights, and Duties of the Parties.** The purpose, terms, rights, and duties of the Parties shall be as set forth in this Agreement.
13. **Payments from Current Revenues.** Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to that paying Party.

14. **Fair Compensation**. The Parties acknowledge and agree that each of the payments contemplated by this Agreement fairly compensate the performing Party.
15. **Termination**. At any time and for any reason, either Party may terminate this Agreement by providing thirty (30) days' written notice of termination to the other Party.
16. **Funding**. The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's ***sole and exclusive remedy*** shall be to terminate this Agreement.
17. **No Joint Enterprise**. The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.
18. **Public Information**. This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552 et seq., as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.
19. **No Third-Party Beneficiaries**. This Agreement is entered solely by and between, and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.
20. **No Personal Liability**. Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any Party to this Agreement.
21. Nothing in this Agreement requires that either the City or County incur debt, assess or collect funds, or create a sinking fund.
22. **Sovereign Immunity Acknowledged and Retained**. **THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY AND THE COUNTY RETAIN ALL GOVERNMENTAL IMMUNITIES.**

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that City's obligation under the terms of this agreement shall be DETERMINED AFTER THE ELECTION. City agrees to pay to County a deposit of \$4,500.00. This deposit shall be paid to County within 10 business days after the final candidate filing deadline. The final candidate filing deadline is March 5, 2018. Therefore, deposit is due by **MARCH 19, 2018**. The exact amount of the City's obligation under the terms of this Agreement shall be calculated after the MAY 5, 2018, election, and if the amount of the City's obligation exceeds the amount deposited, the City shall pay to County the balance **due within thirty (30) days after receipt of the final invoice from the County's Election Department**. However, if the amount of the City's obligation is less than the amount deposited, County shall refund to the City the excess amount paid within thirty (30) days after final costs are calculated.

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties.

(1) On the _____ day of _____, 2018 been executed on behalf of Brazoria County by the County Clerk pursuant to the Texas Election Code;

(2) On the _____ day of _____, 2018 been executed on behalf of the City by its Mayor or authorized representative, pursuant to an action of the City.

BRAZORIA COUNTY, COUNTY CLERK

By _____
Joyce Hudman, County Clerk

ATTEST:

CITY OF ALVIN, TEXAS

City Secretary
CITY OF ALVIN

By _____
Presiding Officer or Authorized Representative
CITY OF ALVIN

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

ATTACHMENT "B"

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
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 Dr
Pearland East	Tom Reid Library, 3522 Liberty Dr
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 10 th 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:

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

FECHAS Y HORAS

<i>23-27 de abril</i>	<i>8 AM – 5 PM</i>
<i>28 de abril</i>	<i>7 AM – 7 PM</i>
<i>30 de abril-1 de mayo</i>	<i>7 AM – 7 PM</i>

Secretaria de la Votación Adelantada



AGENDA COMMENTARY

Meeting Date: 2/15/2018

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider Resolution 18-R-05, appointing the City of Alvin Planning Commission to serve as the City's Impact Fee Advisory Committee for the 2018 Impact Fee Update.

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

Summary: In accordance with Chapter 395 of the Texas Local Government Code the City is required to update its impact fee study and associated Impact Fee Capital Improvement Plan every five years, the City's most recent update was completed in 2013 and the Planning Commission was appointed as the Impact Fee Advisory Committee. In order to perform the update, an Impact Fee Advisory Committee must be formed and ultimately make recommendations to City Council with regard to the update. Section 395.058 (b) of the Texas Local Government Code gives the governing body of a municipality (City Council) the authority to appoint the City's Planning Commission to serve as the Impact Fee Advisory Committee. The only stipulation is that there is required to be at least one person on the Committee that is a representative of the real estate, development, or building industry and who is not an employee of a political subdivision or government entity. The current City Planning Commission has a member that is a realtor, making the Commission eligible, under the code, to serve as the Impact Fee Advisory Committee. The current schedule has the Impact Fee Advisory Committee bringing a recommendation to City Council regarding impact fees in Summer 2018. Staff recommends approval.

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

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

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

Supporting documents attached:

- Resolution 18-R-05

Recommendation: Move to approve Resolution 18-R-05 appointing the City of Alvin Planning Commission to serve as the City's Impact Fee Advisory Committee for the 2018 Impact Fee Update.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

RESOLUTION NO. 18-R-05

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS APPOINTING THE CITY'S PLANNING COMMISSION TO SERVE AS THE IMPACT FEE ADVISORY COMMITTEE FOR THE 2018 IMPACT FEE UPDATE.

WHEREAS, Section 395.058 (b) of the Texas Local Government Code gives the governing body of a municipality (City Council) the authority to appoint the City's Planning Commission to serve as the Impact Fee Advisory Committee;

WHEREAS, this governing body desires to exercise its right to designate the City's Planning Commission to serve as the Impact Fee Advisory Committee for the 2018 Impact Fee update;

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

Section 1. That the facts and recitations set forth in the preamble of this resolution are hereby, adopted, ratified, and confirmed.

Section 2. That the City of Alvin's Planning Commission is hereby designated to serve as the City of Alvin's Impact Fee Advisory Committee to the 2018 Impact Fee update.

Section 3. That this resolution shall take effect immediately from and after its passage, in accordance with the provisions of the State Statutes of the State of Texas.

Section 6. Open Meetings Act. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, *Chapter 551, Texas Government Code*.

PASSED AND APPROVED on this _____ day of _____ 2018.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 2/15/2018

Department: City Secretary

Contact: Dixie Roberts, City Secretary

Agenda Item: Consider authorizing LBR Taxi to conduct business as a taxicab 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 any new taxicab service wanting to operate their business within the City, 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. A public hearing before City Council was held on February 1, 2018, as required. There were no comments from any other members of the public, other than the owner of LBR Taxi in favor of their application.

LBR Taxi has submitted the required application for the operation of two taxicabs. All information has been vetted by the City's Inspector and Police Department. City Council must approve this application before they may begin operating within the City.

Currently there are no other licensed taxicab services operating within the City. LBR Taxi stated that they have had many requests for service in Alvin, thus the reason for their application. 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: _____

Supporting documents attached:

Recommendation: Move to authorize LBR Taxi to conduct business as a taxicab service in the City of Alvin.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager



AGENDA COMMENTARY

Meeting Date: 2/15/2018

Department: City Secretary

Contact: Dixie Roberts, City Secretary

Agenda Item: Accept resignation from Alvin Public Library Board member Debra McDonald.

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

Summary: Debra McDonald submitted a letter of resignation from the Alvin Public Library Board (APLB). Ms. McDonald was appointed to the APLB in December 2015 for a term of 3 years, which will expire in December of 2018. This agenda item is the formal acceptance of her resignation.

Chapter 2 of the Code of Ordinances requires the APLB to have five (5) members. The Board currently has five (5) members: Sandra Curtner, Shandar Hobbs, Carrie Parker, Laura Parker and Janet Riddle. There are no applicants on file who wish to serve on the APLB. At this time, a replacement member is not required.

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:

- Resignation letter from Debra McDonald

Recommendation: Move to accept the resignation from Alvin Public Library Board member Debra McDonald.

Reviewed by Department Head, if applicable
Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable
Reviewed by City Manager

Dixie Roberts

Subject: FW: Public Library Board

From: Mcdonald, Debra
Sent: Monday, February 5, 2018 7:05 AM
To: Dixie Roberts <droboterts@cityhall.cityofalvin.com>
Subject: Public Library Board

Hi Dixie

Debra McDonald here.

I need to resign from the Public Library Board as I have another obligation that now coincides with the meeting dates for this board.

I have enjoyed my time on the board and will keep any eye out for anything that might come up in the future in regards citizens boards.

Thanks!

Debbie McDonald



AGENDA COMMENTARY

Meeting Date: 2/15/2018

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider an Engineering Services Agreement with Dannenbaum Engineering Corporation in an amount not to exceed \$249,932 for engineering design services for the Moller Road Storm Sewer and Pavement Improvements Project Phase I; and authorize the City Manager to sign.

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

Summary: In 2011, Dannenbaum Engineering Corporation (DEC) completed a grant-funded drainage analysis/study of the M-1 Ditch Watershed. The study identified possible locations for storm water detention and storm sewer system improvements within the watershed. The Moller Road Storm Sewer and Pavement Improvements Project Phase I is the third of several drainage improvement projects that were identified in the original study, and has been divided into three phases to make it more manageable from a financial perspective. Phase I of the project consists of the removal, upsizing, and replacement of approximately 800 feet of the existing storm sewer system and roadway pavement along Moller Road from W. South Street to south of Carmie Street, as well as replacement of the Moller Road crossing over the M-1 Ditch at South Street. Upon completion of this three-phase project, Moller Road will have been converted from an asphalt roadway with hybrid open ditch over underground storm sewer drainage system, to a concrete curb and gutter roadway with underground storm sewer system that will be capable of conveying the 5-year storm event from areas along Stadium Drive to the M-1 Ditch at South Street. The existing drainage system along Moller and Stadium conveys less than a 2-year storm event currently. It is anticipated that the City will see the following benefits once the entire project is complete: improved drainage along Stadium Drive/Moller Road and the associated side streets, a reduction in the number/frequency of losses due to minor flooding of structures in this portion of the M-1 Ditch Watershed, lessen the frequency of street flooding along Stadium Drive, reduce the maintenance costs associated with Moller Road since it will be converted from asphalt to concrete, and increase walkability in the area by adding a sidewalk along Moller Road.

The Engineering Services Agreement being considered will update the 2011 M-1 Study by updating the hydraulic model to include the proposed improvements, provide surveying and geotechnical data for the entire project, provide preliminary engineering for the entire project, and provide final engineering design and complete plan set with bid package for Phase I of the project. It is proposed that these services will be complete in a period of nine to ten months. Approval of this agreement will ensure that construction plans are available and ready for bid by 2019. More information on this project can be found in the Capital Improvement Program (CIP) Quarterly Report that was distributed to City Council January 18, 2018.

Staff recommends approval of this agreement.

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

Funding Account: 312-5501-00-9032 **Amount:** \$249,932 **1295 Form Required?** Yes x No ___

Legal Review Required: N/A ___ Required x **Date Completed:** 02/12/2018

Supporting documents attached:

- Dannenbaum Engineering Services Agreement

Recommendation: Move to approve an Engineering Services Agreement with Dannenbaum Engineering Corporation in an amount not to exceed \$249,932 for engineering design services for the Moller Road Storm Sewer and Pavement Improvements Project Phase I; and authorize the City Manager to sign.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

DANNENBAUM ENGINEERING CORPORATION

3100 WEST ALABAMA HOUSTON, TEXAS 77098 PO Box 22292 HOUSTON, TEXAS 77227 (713) 520-9570

January 30, 2018

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

RE: Moller Road Storm Sewer and Pavement Improvements Phase 1

Dear Ms. Segovia:

Dannenbaum Engineering Corporation (DEC) is pleased to submit this proposal for the analysis and design of the proposed roadway and storm sewer improvements on Moller Road and Stadium Drive in an effort to reduce street flooding for the 5-year event. DEC previously separated the proposed roadway and storm sewer improvements on Moller Road, Durant Street, and Stadium Drive into \$1-2.6 million dollar construction projects. The Moller Road crossing over M-1 was not included in the construction cost. The projects were prepared in phases with the projects that will provide the greatest flood relief benefit; improvements on approximately 800 LF of Moller Drive are the first phase. At the request of the City the Moller Road crossing will be included in the first phase. A Drainage Impact Analysis (DIA) and 30% Preliminary Engineering Report (PER) for roadway and drainage design will be completed for Moller Road and Stadium Drive. The results of the DIA and PER will be used to produce a construction plan set for the first phase of proposed improvements on Moller Road. The first phase of proposed improvements include removing and replacing approximately 800 LF of the existing storm sewer system and roadway pavement along Moller Road from W South Street to South of Carmie Street and the Moller Road crossing over M-1. See attached Exhibit 1 for proposed DIA and PER study limits and the proposed Moller Road Construction project limits.

The following are assumptions used for this proposal:

- 30 foot wide roadway with 4 foot sidewalks (5 foot wide if adjacent to curb) on East side of road
- Concrete curb and gutter road
- Removal and replacement of driveways along project area will be considered
- Lateral connections from side streets to main trunkline will be considered
- Moller Road crossing over M-1 is to be replaced with a wider curb return radii
- Side streets and offsite areas connecting to proposed storm sewer to be left as is
- Existing street lighting system is to be left as is
- No utility improvements are proposed
- Utility conflicts and utility relocations will be addressed

The tasks and associated costs that will be required for the proposed analysis and design are listed below:

1.0 Data Collection

DEC has prepared the previous studies and available construction plans associated with the project area; they will be used for the analysis and design. A survey of existing storm sewer pipes, manholes, inlets, etc. along Moller Road, Stadium Drive and the surrounding area will need to be completed. A geotechnical investigation will be required for the proposed project. The survey and geotechnical data obtained for the DIA and PER study limits can be used for the future construction phases on Moller Road and Stadium Drive (phases 2 and 3).

2.0 Drainage Impact Analysis & 2011 M-1 Ditch Watershed Study Update

To optimize the size of the proposed storm sewer and ensure no interim downstream impacts on M-1, the existing and proposed conditions will be modeled using XP-SWMM. The model will also include inlet analysis and enhancements to the lateral side streets. To ensure that future construction phases on Moller Road and Stadium Drive do not cause adverse impacts, the model will include the full limits of proposed future improvements. Drainage areas for the existing and proposed condition will be delineated and peak flows for these areas will be calculated using the Rational Method. Small Watershed Hydrographs will then be created. The hydrographs will be used as inputs at the proper locations into the XP-SWMM model. The XP-SWMM model will calculate the existing and proposed conditions peak out flows and hydraulic grade line. The proposed condition results will be compared with existing conditions to show that the proposed improvements will not cause adverse impacts. The M-1 HEC-RAS model will be updated with the proposed outfall flows at Moller Road and proposed condition M-1 water surface elevations will be reviewed for impacts. A letter drainage impact analysis (DIA) report will be prepared and submitted as an Appendix to the M-1 Watershed Study to document the proposed improvements.

3.0 30% Preliminary Roadway & Drainage Design

A 30% preliminary roadway design will be completed for Moller Road and Stadium Drive in an effort to ensure that future phases will be able to be properly designed to achieve the benefits. The 30% preliminary roadway design will be used to complete the roadway design for the first phase improvements on Moller Road.

4.0 Moller Road Phase 1 Plans, Specifications, & Cost Estimate

4.1 Preliminary Plan Layout (Redline Design) – 50% Submittal and Approval

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

4.2 Final Plan Review – 90% Submittal and Approval

1. Prepare/revise final construction plans, cost estimate, and draft specifications.
2. Obtain approval signatures from utility and/or pipeline companies, other governmental agencies or municipalities.

4.3 Final Plan Approval – 100% Submittal and Approval

1. Submit 2 paper copies of the Final Plans and 1 digital copy, signed and sealed by a Professional Engineer.

2. Submit Specifications, unbound, signed and sealed by a Professional Engineer.
3. Submit opinion of probable construction cost.

5.0 Limited Construction Phase Services

DEC will conduct limited construction phase services such as; evaluation of bid, prepare engineer letter of recommendation and prepare bid tabulation. This proposal does not include DEC effort for review of shop drawings, prepare/review of change orders, response to design issues, preparation of final completion letter or preparation of record drawings. DEC does recommend record drawings be prepared for future construction phases. Should the City need DEC services for the construction phase DEC will submit a contract amendment at the City's request.

6.0 Project Management

DEC will attend progress meetings with the City of Alvin staff, coordinate with sub-consultants, and perform QA/QC prior to all milestone submittals.

The cost for the tasks associated with pavement and drainage improvements is shown in the table below.

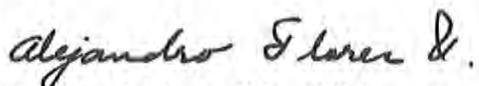
TOTAL PRELIMINARY ENGINEERING SERVICES BASIC FEE	\$ 94,300.00
TOTAL PLANS, SPECIFICATIONS, AND ESTIMATE BASIC FEE	\$ 105,210.00
TOTAL ENGINEERING SERVICES BASIC FEE	\$ 199,510.00
KUO & ASSOCIATES, INC.	\$ 41,922.00
TERRACON ENGINEERING, INC.	\$ 8,000.00
ADS (TAS Review)	\$ 500.00
TOTAL PROJECT COST	\$ 249,932.00

A breakdown of the task is provided in the attached fee estimate. The time for completion of the 30% Preliminary Roadway Design and Drainage Impact Study is 4 months (includes sub consultant field investigation). The time for completion of the 100% Phase 1 Moller Roadway Design is 5 months from the City's approval of the 30% PER and DIS.

We appreciate the opportunity to present this proposal and to continue working with the City of Alvin on this important project. If you have any questions or comments concerning this proposal, please feel free to contact me at 713-527-6365 or al.flores@dannenbaum.com.

Sincerely yours,

DANNENBAUM ENGINEERING CORPORATION



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

Ms. Michelle Segovia

City of Alvin

Page 4

January 30, 2018

Attachments

1. Proposed Project Cost Estimate
2. Exhibit 1 Proposed Project Limits
3. Kuo and Associates, Inc. Scope of Services and Fee for Services
4. Terracon Engineering, Inc. Scope of Services and Fee for Services

DANNENBAUM ENGINEERING CORPORATION
MOLLER ROAD DESIGN - 8 MONTHS DESIGN

TASK DESCRIPTION	Project Manager	Senior Engineer	Design Engineer	CADD Operator	Clerical	Total Labor Hours	TOTAL COST/TASK
	\$215.00	\$185.00	\$130.00	\$115.00	\$100.00		
PRELIMINARY ENGINEERING [3 MONTHS] (FROM MOLLER ROAD M-1 CROSSING TO 600 FEET EAST ON STADIUM DRIVE)							
REVIEW EXISTING DATA	2	20	22	24	0	68	\$9,750.00
OBTAIN AND REVIEW ALVIN PLANS [School, Water, Sanitary, Drainage]							\$0.00
OBTAIN AND REVIEW ALVIN DESIGN CRITERIA AND STANDARDS	2	2	2	2		8	\$1,290.00
DETERMINE EXISTING AND PROPOSED UTILITIES		6	6	16		28	\$3,730.00
PREPARE AND ATTEND UTILITY COORDINATION MEETINGS		4	6			10	\$1,520.00
REVIEW EXISTING STUDIES AND CONSTRUCTION PLANS		2	2	4		8	\$1,090.00
REVIEW GEOTECHNICAL INVESTIGATION REPORT		4	4			8	\$1,260.00
REVIEW SURVEY DATA AND PREPARE EXISTING DTM (GIS)		2	2	2		6	\$860.00
ROADWAY DESIGN	0	44	110	128	0	282	\$37,160.00
DETERMINE GEOMETRIC DESIGN		4	4			8	\$1,260.00
CREATE DTM [Surveyor]						0	\$0.00
PREPARE EXISTING CROSS SECTIONS			8	4		12	\$1,500.00
DEVELOP HORIZONTAL ALIGNMENT DESIGN		4	16	4		24	\$3,280.00
DEVELOP VERTICAL ALIGNMENT DESIGN		4	16	4		24	\$3,280.00
DEVELOP SIDEWALK ALIGNMENT		4	8			12	\$1,780.00
DEVELOP ROADWAY DESIGN		4	8	4		16	\$2,240.00
DESIGN PAVEMENT SECTION (Terracon)						0	\$0.00
DESIGN WIDENING OF MOLLER CROSSING OVER M-1 AT SOUTH STREET		4	4	4		12	\$1,720.00
PREPARE TITLE/COVER/INDEX SHEET		2	2	8		12	\$1,550.00
PREPARE PROJECT LAYOUT (1"=200')		2	2	8		12	\$1,550.00
PREPARE EXISTING TYPICAL SECTIONS		2	6	8		16	\$2,070.00
PREPARE PROPOSED TYPICAL SECTIONS		2	6	8		16	\$2,070.00
PREPARE ROADWAY PLAN AND PROFILE (1"=20')		4	14	40		58	\$7,160.00
PREPARE EXISTING AND PROPOSED UTILITY P&P (Combine with Roadway)		4	8	24		36	\$4,540.00
CALCULATE ROADWAY, CROSS STREETS, DRIVEWAY, AND SIDEWALK QUANTITIES		4	8	12		24	\$3,160.00
DRAINAGE IMPACT ANALYSIS & DESIGN	4	8	100	52	2	166	\$21,520.00
DEVELOP DRAINAGE AREAS AND FLOW PATTERNS FOR EXISTING & PROPOSED CONDITIONS			10	2		12	\$1,530.00
DEVELOP PEAK FLOWS FOR EXISTING & PROPOSED CONDITIONS			6			6	\$780.00
DEVELOP HYDROGRAPHS FOR XP-SWMM MODEL			6			6	\$780.00
DEVELOP XP-MODEL FOR EXISTING & PROPOSED CONDITIONS			38			38	\$4,940.00
UPDATE M-1 HEC-RAS MODEL			4			4	\$520.00
DRAINAGE IMPACT ANALYSIS LETTER REPORT (TEXT, TABLES & EXHIBITS)	2		12		2	16	\$2,190.00
REVIEW EXISTING STORM WATER SYSTEMS AND DRAWINGS			2	4		6	\$720.00
VALIDATE EXISTING STORM WATER SYSTEM CALCULATIONS			2			2	\$260.00
VALIDATE 100-YEAR SHEET FLOW ANALYSIS			2			2	\$260.00
PREPARE DRAINAGE PLAN AND PROFILE (1"=20')(Combine with Roadway)(6 Sheets)	2	6	12	40		60	\$7,700.00
CALCULATE DRAINAGE SYSTEM QUANTITIES		2	6	6		14	\$1,840.00
PRELIMINARY ENGINEERING REPORT SUBMITTAL	0	44	42	20	12	118	\$17,100.00
DETERMINE/CHECK QUANTITIES		8	10	12		30	\$4,160.00
PREPARE OPINION OF CONSTRUCTION COST		6	4			10	\$1,630.00
PREPARE OPINION OF CONSTRUCTION TIME DETERMINATION		4	4			8	\$1,260.00
PREPARE DRAFT PRELIMINARY ENGINEERING SUBMITTAL		14	16		8	38	\$5,470.00
CONDUCT QC ON PRELIMINARY ENGINEERING		4				4	\$740.00
SUBMIT DRAFT PRELIMINARY ENGINEERING SUBMITTAL					2	2	\$200.00
ADDRESS ALVIN COMMENTS		8	8	8		24	\$3,440.00
SUBMIT FINAL PRELIMINARY ENGINEERING SUBMITTAL					2	2	\$200.00
PRELIMINARY PROJECT MANAGEMENT (3 MONTHS)	20	10	14	0	6	50	\$8,570.00
PREPARE MONTHLY INVOICES (Three Months)	6				6	12	\$1,890.00
ATTEND ALVIN PROJECT MEETINGS (1 Meeting)	4	4	4			12	\$2,120.00
COORDINATE WITH ALVIN ISD	4	4	4			12	\$2,120.00
ATTEND PUBLIC MEETING (One Meeting)	4		4			8	\$1,380.00
COORDINATE WITH SUB-CONSULTANTS	2	2	2			6	\$1,060.00
DIRECT EXPENSES							\$200.00
TRAVEL							\$100.00
TWO PRELIMINARY ENGINEERING SUBMITTAL COPIES							\$100.00
TOTAL PRELIMINARY ENGINEERING SERVICES BASIC FEE	26	126	288	224	20	684	\$94,300.00
PS&E [FINAL][5 MONTHS] (FROM MOLLER ROAD M-1 CROSS TO 800' NORTH)							
ROADWAY DESIGN [50, 90, 100 Percent]	0	36	50	88	0	174	\$23,280.00
REVIEW DATA		2	2	2		6	\$860.00
PREPARE TITLE/COVER/INDEX SHEET		2	2	6		10	\$1,320.00
PREPARE PROJECT LAYOUT (1"=200')		2	2	8		12	\$1,550.00
PREPARE EXISTING TYPICAL SECTIONS		2	2	4		8	\$1,090.00
PREPARE PROPOSED TYPICAL SECTIONS		4	4	6		14	\$1,950.00
CALCULATE REMOVAL QUANTITIES		2	4	4		10	\$1,350.00
PREPARE ROADWAY PLAN AND PROFILE (1"=20')		8	16	22		46	\$6,090.00
CALCULATE ROADWAY, CROSS STREETS, DRIVEWAY, AND SIDEWALK QUANTITIES		6	8	14		28	\$3,760.00
CALCULATE FAST TRACK PAVING QUANTITIES		2	4	6		12	\$1,580.00
PREPARE SOIL BORING LOG SHEETS		2	2	4		8	\$1,090.00
PREPARE ROADWAY STANDARDS		4	4	12		20	\$2,640.00
DRAINAGE [50, 90, 100 Percent]	0	16	28	56	0	100	\$13,040.00
PREPARE DRAINAGE PLAN AND PROFILE (1"=20')(Combine with Roadway)(2 sheets)		6	12	18		36	\$4,740.00
PREPARE DRAINAGE LATERAL PROFILES		4	8	18		30	\$3,850.00
PREPARE DRAINAGE STANDARD SHEETS		4	4	12		20	\$2,640.00
CALCULATE DRAINAGE QUANTITIES		2	4	8		14	\$1,810.00
UTILITY COORDINATION (Preliminary and Final)	0	22	34	16	0	72	\$10,330.00
CONFIRM EXISTING AND PROPOSED UTILITIES		8	8	2		18	\$2,750.00
PREPARE AND ATTEND UTILITY COORDINATION MEETINGS (Two Meetings during PS&E)		6	6			12	\$1,890.00
PREPARE EXISTING AND PROPOSED UTILITY P&P (1"=20')(PS&E)(Combine with Roadway)		4	12	14		30	\$3,910.00
PREPARE UTILITY STANDARDS(PS&E)		4	8			12	\$1,780.00
SWPPP	0	16	18	32	0	66	\$8,980.00
PREPARE SWPPP TEXT		4	4	6		14	\$1,950.00
PREPARE SWPPP STANDARDS [PS&E]		4	4	10		18	\$2,410.00
PREPARE SWPPP PLAN (1"=20')(PS&E)		4	4	10		18	\$2,410.00
CALCULATE SWPPP QUANTITIES [PS&E]		4	6	6		16	\$2,210.00
TRAFFIC CONTROL PLANS	0	16	16	44	0	76	\$10,100.00
PREPARE TRAFFIC CONTROL PLANS (1"=200')(PS&E)		8	8	26		42	\$5,510.00
PREPARE TRAFFIC CONTROL STANDARDS [PS&E]		4	4	10		18	\$2,410.00
CALCULATE TRAFFIC CONTROL QUANTITIES [PS&E]		4	4	8		16	\$2,180.00
SIGNING AND PAVEMENT MARKINGS [50, 90, 100 Percent]	0	16	16	28	0	60	\$8,260.00
PREPARE SIGNING AND PAVEMENT MARKING PLAN		8	8	14		30	\$4,130.00
PREPARE SIGNING AND PAVEMENT MARKING STANDARDS		4	4	8		16	\$2,180.00
CALCULATE SIGNING AND PAVEMENT MARKING QUANTITIES		4	4	6		14	\$1,950.00
FINAL ENGINEERING SUBMITTAL	0	64	44	16	2	126	\$19,600.00
DETERMINE/CHECK QUANTITIES		8	4			12	\$2,000.00
PREPARE OPINION OF CONSTRUCTION COST		8	4			12	\$2,000.00
PREPARE OPINION OF CONSTRUCTION TIME DETERMINATION		8	4			12	\$2,000.00

DANNENBAUM ENGINEERING CORPORATION
MOLLER ROAD DESIGN - 8 MONTHS DESIGN

TASK DESCRIPTION	Project Manager	Senior Engineer	Design Engineer	CADD Operator	Clerical	Total Labor Hours	TOTAL COST/TASK
	\$215.00	\$185.00	\$130.00	\$115.00	\$100.00		
PREPARE GENERAL NOTES		8	8			16	\$2,520.00
PREPARE SPECIFICATIONS		8	8			16	\$2,520.00
PREPARE BID DOCUMENTS		8	8			16	\$2,520.00
CONDUCT QC ON FINAL ENGINEERING		16	8	16		40	\$5,840.00
PREPARE AND SUBMIT FINAL ENGINEERING SUBMITTAL (ALVIN)					2	2	\$200.00
FINAL PROJECT MANAGEMENT (5 MONTHS)	18	8	10	0	2	38	\$6,850.00
PREPARE MONTHLY INVOICES (5 Months)	10					10	\$2,150.00
ATTEND ALVIN PROJECT MEETINGS (2 Meetings)	8	8	8		2	26	\$4,440.00
COORDINATE WITH SUBCONSULTANTS (KUO)			2			2	\$260.00
LIMITED CONSTRUCTION PHASE SERVICES	4	6	10	0	5	25	\$3,770.00
EVALUATE BID	2	4	4			10	\$1,690.00
PREPARE ENGINEER LETTER OF RECOMMENDATION	2	2	2		3	9	\$1,360.00
PREPARE BID TABULATION			4		2	6	\$720.00
ATTEND CITY COUNCIL MEETING						0	\$0.00
REVIEW SHOP DRAWINGS						0	\$0.00
PREPARE/REVIEW CHANGE ORDERS AND PROPOSALS (5 Change Order)						0	\$0.00
RESPOND TO DESIGN ISSUES/RESOLVE CONFLICTS (5 Issues)						0	\$0.00
PREPARE FINAL COMPLETION & ACCEPTANCE LETTER						0	\$0.00
PREPARE/PROVIDE RECORD DRAWINGS						0	\$0.00
DIRECT EXPENSES							\$1,000.00
TRAVEL							\$300.00
60%, 90%, AND 100% P,S,& E DRAWING SETS (Two Sets Each)							\$700.00
TOTAL PLANS, SPECIFICATIONS, AND ESTIMATE BASIC FEE	22	200	226	280	9	737	\$105,210.00
TOTAL ENGINEERING SERVICES BASIC FEE	48	326	514	504	29	1421	\$199,510.00

KUO & ASSOCIATES, INC.	\$41,922.00
TERRACON ENGINEERIN, INC.	\$8,000.00
ADS (TAS Review)	\$500.00
TOTAL PROJECT COST	\$249,932.00



EXHIBIT 1

Legend

— M-1_Ditch

▨ PER_Study_Area

Proposed Project Phases

— Phase 1

— Phase 2

— Phase 3

January 29, 2018

Amy E. Dzuik, EIT, CFM
 Dannenbaum Engineering Corporation
 3100 W. Alabama
 Houston, TX 77098

Re: Moller Road from West South to Stadium Road, City of Alvin
 Surveying Services

Dear Ms. Dzuik:

Kuo & Associates, Inc. is pleased to submit this proposal to perform Surveying services for the following streets as shown in the attached exhibit

Streets	From	To	Length (ft)
Moller	W. South	Stadium	2,050
Side Streets:			
Martin	Moller	150' to the east	150
Carmie	Moller	150' to the east	150
Highland	Moller	150' to the west	150
Connie	Moller	150' to the east	150
College	Moller	150' to the west	150
Stadium	150' west of Moller	550' to the east	700
Total			3,500

The scope, schedule and fees of above mentioned services are described below:

SCOPE OF WORK

Scope of work consists of the following item for surveying services for the above listed streets:

Item-1: Topographic Surveying for Roads

Topographic Survey shall conform to all requirements of City of Alvin and Category 6 survey of TSPS Manual as applicable. In general, the scope for survey will be including the following tasks:

1. Horizontal and vertical controls will be established and tied to the Texas State Plane Coordinate System, South Central Zone NAD 83 and datum NAVD 88. Nearby City of Alvin Monument as available will be used as a benchmark. Survey will be tied to nearby TSARP monument if available.
2. Cross sections will be surveyed at every 50 feet interval along the project route for a width of 10' beyond existing ROW lines
3. Survey one cross section of drainage ditch M-1 at 50 feet upstream and downstream of Moller Street
4. Obtain details on Moller crossing over the ditch M-1 including headwall, rail, opening size, outfall, etc. as applicable.
5. All planimetric features including but not limited to curb, driveway, sidewalk, ramp, fence, trees (4-inch and larger in caliper size), landscape, signs, etc. will be surveyed within the survey limit. .
6. All visible existing utilities including but not limited to manholes (including first manhole on the cross streets, inlets, culverts, power poles, water meter, valve, fire hydrant, etc. will be located and pipe size and flow line measure downs in the manholes and inlets (that can be opened) will be obtained.

7. Texas one-call system will be notified and pipeline companies will be contacted to probe and mark their pipeline (if any) locations to be tied to the survey.
8. Boreholes will be located in the field and included in the drawing and spreadsheet with borehole information will be provided for use of Geotechnical and Environmental studies.
9. Plan view drawings will be prepared containing all topographic information and visible utility features in AutoCAD and/or Microstation format.
10. Signed and sealed field books containing notes as well as ASCII files of point numbers, coordinates, and descriptions will be provided as necessary.
11. A survey control map (22x34 sizes Mylar) will be prepared showing swing ties to traverse and baseline points as well as TBM's. The survey control map will be signed and sealed by a responsible professional in charge of the project.

Item-2: Plan and Profile Drawings for Utilities

CAD services will be performed in compliance with City of Alvin criteria for preparing plan and profile view for the surveyed streets. The following tasks will be done under the scope:

1. Coordinate with private utility companies and City of Alvin for record drawings
2. Prepare DTM model for survey
3. Perform utility research and delineation of underground utility lines in the plan view from available record drawing and surveyed information
4. Prepare profile for ground lines corresponding to the center line of the streets, center line of the ditch/curb lines, right-of-way lines
5. Prepare profile view of existing utilities from available record and field information for streets

Item-3: Boundary Survey for Street ROW

Boundary Survey will be done along Moller Road and Stadium Road as shown in the attached exhibit to define existing Right-of-way (ROW) of the said roads. Survey will comply with Category 1B, Condition 2 survey of the latest TSPS Manual and City of Alvin survey requirements as applicable/feasible. Horizontal and vertical controls will be established and tied to the Texas State Plane Coordinate System, South Central Zone NAD 83 (CORS 96) and datum NAVD 88. In conformance, the scope of work will include the following:

1. Searching and surveying monuments for establishing existing ROW.
2. Abstracting and deed research for existing road ROW including adjoining tracts and recorded subdivisions.
3. Preparing plat map drawing for existing ROW including bearing & distances, abstracting information of existing right-of-way & adjoining properties.

The deliverables will be signed and sealed existing ROW maps in scale of 1"=40'.

Item-4: Level A SUE Survey:

Category Level A SUE survey will be performed at up to five locations identified by the design engineer. In general, the following will be done at each location for the task:

- Potholing for exact location, material and depth of u/g utility line
- Survey SUE findings

A total 5 potholes are estimated within natural ground/paving area are estimated.

To our understanding the following are **excluded** from the scope of this proposal

- Surveying any confined space of large manhole structure (if any)
- Surveying any new changes or additions along the project corridor once survey is completed under the scope of this proposal

FEE AND SCHEDULE:

Estimated fees are listed below:

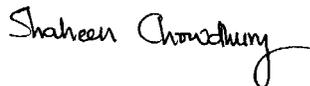
Items	Scope	Length (ft)	Rate	Fee	Schedule [^]
Item-1	Topographic Survey	3,500	\$4.00/ft*	\$14,000.00	30 days
Item-2	Plan and Profile Drawings	3,350	\$1.00/ft*	\$3,350.00	35 days
Item-3	Boundary Survey for Street ROW			\$14,492.00*	45 days
Item-4	Level A SUE Survey (5 potholes)			\$10,080.00*	15 days

*see attached tables, ^ all days are calendar days

Details on the level of efforts are shown in the attached tables.

We appreciate this opportunity to submit this proposal. If you need further information, please do not hesitate to contact me.

Sincerely,



Shaheen Chowdhury, P.E., R.P.L.S.

ITEM 1 - LEVEL OF EFFORTS FOR TOPO SURVEY							
ITEM	Principal \$180.00	RPLS \$130.00	SIT \$90.00	CADD \$81.00	Crew \$145.00	Hrs	Cost
Setting Survey Control					2	2	\$290.00
GPS Horizontal controls			1		2	3	\$380.00
Level for vertical controls			1		8	9	\$1,250.00
Establish design center line			1		4	5	\$670.00
Topo survey					32	32	\$4,640.00
Invert manhole/inlet			1		4	5	\$670.00
Borehole Survey			1		2	3	\$380.00
One Call			1			1	\$90.00
Limited Abstracting							\$350.00
Estimated ROW		2	4		4	10	\$1,200.00
Topo plan drawing				24		24	\$1,944.00
Survey control map			4	8		12	\$1,008.00
QA/QC		6			4	10	\$1,360.00
Project Management						0	\$0.00
Total Cost							\$14,232.00
							\$4.07/ft
						say	\$4.00/ft

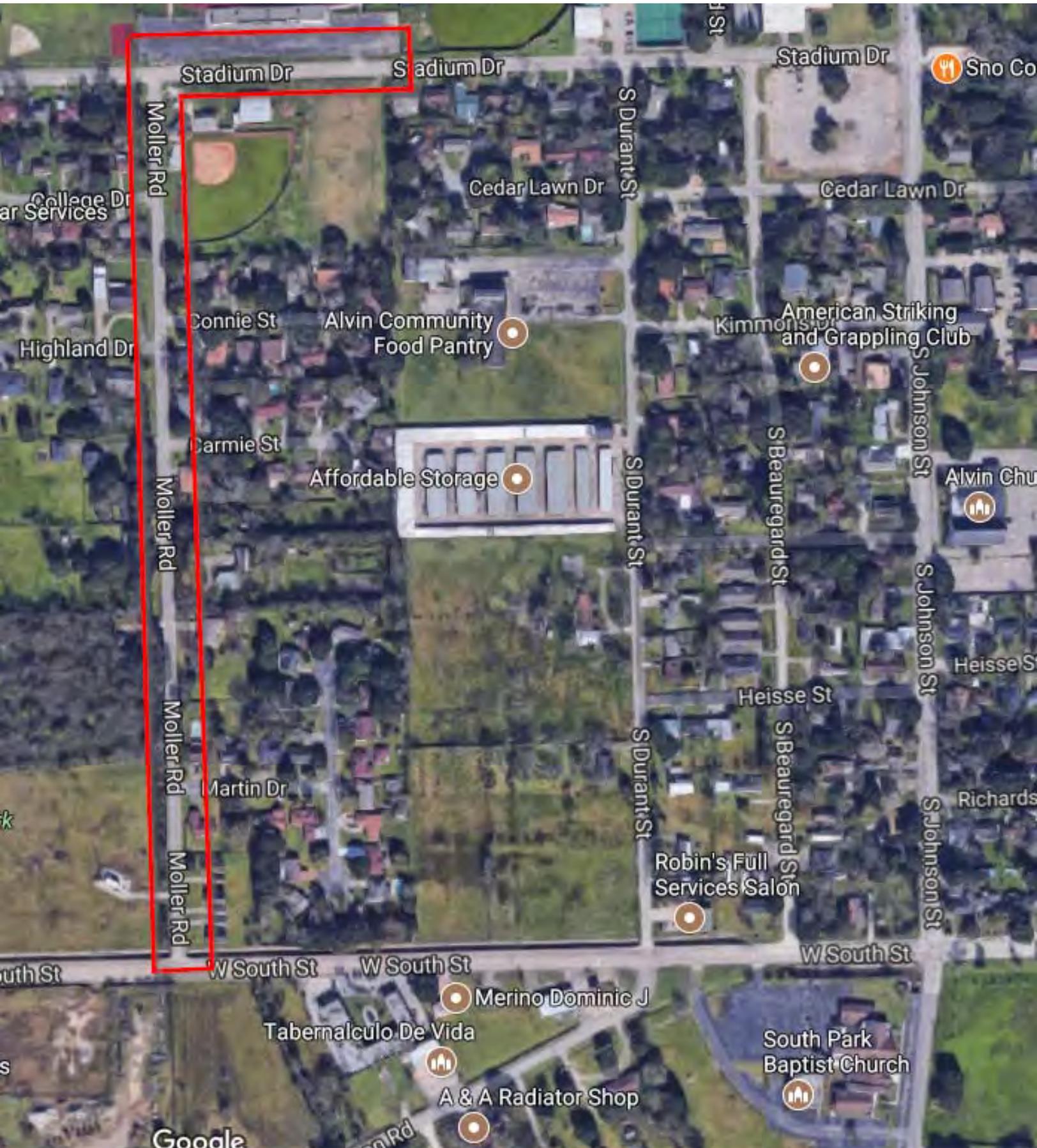
ITEM 2 - LEVEL OF EFFORTS FOR UTILTIY PLAN AND PROFILE						
sub tasks	Principal \$180.00	RPLS \$130.00	SIT \$90.00	CADD \$81.00	Hrs	Cost
Perform utility research			4		4	\$360.00
Delineation of utilities in the plan view				12	12	\$972.00
DTM model			6		6	\$540.00
Ground profiles at curb, center line and right-of-way lines of road				4	4	\$324.00
Delineation of utility lines in the profile view				12	12	\$972.00
QC/QA		4			4	\$520.00
Total						\$3,688.00
						\$1.05/ft
					say	\$1.00/ft

See next page

Item-3: Level of Efforts for ROW Mapping								
ITEM	Principal \$180.00	RPLS \$130.00	SIT \$90.00	CADD \$81.00	Abstractor \$75.00	Survey Crew \$145.00	Hrs	Cost
Searching and surveying boundary monuments			2			16	44	\$2,500.00
Abstracting					64			\$4,800.00
Deed research		8	16				48	\$2,480.00
ROW Cover page			4	8			10	\$1,008.00
ROW map plat (3 sheets)			8	24			168	\$2,664.00
QA/QC		8					16	\$1,040.00
Total Cost								\$14,492.00

Item 4: Level of Efforts for Level A SUE Survey						
sub tasks	RPLS \$130.00	SIT \$90.00	CADD \$81.00	Crew \$145.00	Hrs	Cost
Pothole survey				4	4	\$580.00
Potholing and Backfilling	5 locations (\$1900/pothole, 13' depth, see rate below)					\$9,500.00
Total						\$10,080.00

Pothole Rate:		
Work Description	Depth	Fee/Each
Potholing and Backfill	Up to 5'	\$1,350.00
	Up to 8'	\$1,600.00
	Up to 13' depth	\$1,900.00



January 3, 2018



Dannenbaum Engineering Corporation
3100 W. Alabama Street
Houston, Texas 77098

Attn: Ms. Amy E. Dziuk, E.I.T., CFM

Re: Cost Estimate for Geotechnical Engineering Services
Moller Road and Stadium Drive-Utility and Pavement Improvement
Stadium Drive and Moller Road
Alvin, Texas
Terracon Document No. P91175115 Revision 2

Dear Ms. Dziuk:

Terracon Consultants, Inc. (Terracon) understands that we have been selected based on qualifications to provide geotechnical engineering services for the above referenced project. This document outlines our understanding of the scope of services to be performed by Terracon for this project and provides an estimate of the cost of our services.

1.0 PROJECT INFORMATION

Item	Description
Site location	The site includes the following two roads in Alvin, Texas. <ul style="list-style-type: none">■ Moller Road starting from its intersection with West South Street going north for approximately 2,000 feet to its intersection with Stadium Drive;■ Stadium Drive starting from its intersection with Moller Road going east for about 500 feet.
Existing conditions	Based on available aerial photographs, Moller Road and Stadium Drive are two-lane asphaltic concrete roads. Based on discussions with the client, we understand that these roads would classify as low-density residential roads.
Proposed improvements	The proposed improvements consist of the following along the alignment of the two roads mentioned above: <ul style="list-style-type: none">■ Removing and replacing the existing storm sewer lines. We request the client provide us information regarding the diameter of the new storm sewer to be installed.■ Replacing the existing asphaltic concrete roads with concrete roads with curb and gutter.■ Replacing the existing culvert associated with the M-1 drainage channel at its intersection with Moller Road. We understand that the maximum depth of the culvert is about 8 feet.



Terracon Consultants, Inc. 551 League City Parkway League City, Texas 77573 Registration No. F-3273
P (281) 557-2900 F (713) 690-8787 terracon.com

Geotechnical



Environmental



Construction Materials



Facilities

Item	Description
Utility construction	<ul style="list-style-type: none">■ Open-cut excavation method is planned to be utilized.■ Maximum depth of utilities is not known at the time of this proposal. If the depth of installation exceeds 20 feet, Terracon should be contacted to revise our scope of services and estimated cost.

If our understanding of the project is not accurate, please let us know so that we may adjust our scope of services and estimated cost, if necessary.

2.0 SCOPE OF SERVICES

A brief summary of the services to be provided by Terracon is summarized in the following paragraphs.

Field Program. As requested, the field program is planned to consist of drilling 5 borings to a depth of 25 feet along Moller Road and Stadium Drive. The total drilling footage is planned to be 125 feet. In addition, we plan on utilizing boring B-5, drilled (near the intersection of Moller Road and West South Street) for Terracon Project No. 91165104, dated April 12, 2017.

The borings will be located in the field using hand measuring equipment and estimating angles and distances from existing features as shown on the site plan provided to us. Therefore, the layout of the borings and test locations will be approximate. Boring depths will be measured from existing grade (top of pavement). Borings will require lane closures and traffic control. We plan to have traffic control crew consisting of flagmen, signs, and cones in place during our field program. We understand any permits required to drill our borings will be provided by the client.

The drilling services for this project will be performed by a drilling subcontractor or Terracon's in-house drillers. During drilling, soil samples will generally be collected utilizing either open-tube samplers or the Standard Penetration Test. The borings will be backfilled with auger cuttings and patched at the surface with asphaltic concrete, upon completion of drilling. Soil samples will then be placed in appropriate sample containers and taken to our laboratory.

This cost estimate assumes that the site can be accessed with standard truck-mounted drilling equipment during normal business hours and does not include services associated with surveying of boring locations, obtaining core samples of the existing pavement sections, obtaining permit for drilling along the roads, or use of special equipment for unusually soft or wet surface conditions. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and estimated fees, if necessary.

Terracon will notify Texas811, a free utility locating service, to help locate public utilities within dedicated public utility easements. If underground utilities are known to exist within the site, Terracon should be notified so that we may review utility plans to help avoid the existing lines. In

Cost Estimate for Geotechnical Engineering Services

Moller Road and Stadium Drive-Utility and Pavement Improvement ■ Alvin, Texas

January 3, 2018 ■ Terracon Document No. P91175115 Revision 2

Page 3



In addition, Terracon will notify a private utility locator company prior to our drilling program to help locate utilities for the borings planned. The locator will need access to electrical rooms and communication rooms which may have lines traversing the area of the boring locations. The use of a private utility locator should not be considered a comprehensive method to ensure the location of all utilities.

Laboratory Testing. The sample classifications will be reviewed and a laboratory testing program will be assigned which will be specific to the project requirements and the subsurface conditions observed. The testing program could include, but may not be limited to, moisture contents, unit dry weights, Atterberg Limits, compressive strength tests, and grain-size analyses.

Engineering Report. The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Texas. Based on the results of our evaluation, a geotechnical engineering report will be prepared which details the results of the testing performed and provide Boring Logs and a Boring Location Plan. The report will provide geotechnical engineering recommendations which will address the following:

- Site and subgrade preparation;
- Pavement design guidelines;
- Culvert and utility construction considerations using open excavations:
 - Groundwater control;
 - Excavation considerations;
 - Uplift pressures;
 - Lateral earth pressures;
 - Bedding and backfill; and
 - Allowable bearing pressure for the new culvert.

Schedule. We can initiate our field program within about five to six working days following authorization to proceed, if site access and weather conditions will permit and assuming no drilling permit is required. We anticipate completion of our services and submittal of our final report within about three weeks after completion of our field services. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements directly after we have completed our field and laboratory programs.

3.0 COMPENSATION

For the scope of services outlined in this document, our lump sum fee is shown in the following table. The cost of our services will not exceed these amounts without approval from the client.

Cost Estimate for Geotechnical Engineering Services

Moller Road and Stadium Drive-Utility and Pavement Improvement ■ Alvin, Texas

January 3, 2018 ■ Terracon Document No. P91175115 Revision 2

Page 4



Description	Estimated Cost
Geotechnical report	\$6,000
Traffic control	\$1,000
Private utility locator	\$ 1,000
Total	\$8,000

Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis. The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical services and will not be incurred without prior approval of the client.

4.0 AUTHORIZATION

Environmental Considerations. In an effort to reduce the potential for cross-contamination of subsurface media and exposure of site workers to contaminants that might be present at the site, Terracon requests that prior to mobilization to the site, the Client inform Terracon of known or suspected environmental conditions at or adjacent to the site. If adverse environmental conditions are present, additional expenses may be necessary to properly protect site workers and abandon borings that penetrate affected groundwater-bearing units. If an environmental assessment has not been conducted at the site, Terracon can submit a cost estimate for the performance of a Phase I Environmental Site Assessment (ESA).

If Terracon is not informed of potentially adverse environmental conditions prior to the geotechnical services, Terracon will not be responsible for cross-contamination of groundwater aquifers, soil contamination, or any modification to the environmental conditions to the site that may occur during our geotechnical services. The geotechnical scope of services described above is based on our assumption that the site does not pose environmental risks to the personnel conducting the geotechnical exploration services.

Agreement for Services. We have included a copy of our "Agreement for Services." If you agree to the conditions set forth in this cost estimate, please sign and return a copy of the accompanying Agreement for Services and an Access Agreement, if applicable, to our office. If you have any questions regarding the terms and conditions in the agreement, or any other aspect of this cost estimate, please feel free to contact us.

Cost Estimate for Geotechnical Engineering Services

Moller Road and Stadium Drive-Utility and Pavement Improvement ■ Alvin, Texas

January 3, 2018 ■ Terracon Document No. P91175115 Revision 2

Page 5

Terracon

We appreciate the opportunity to provide this cost estimate and look forward to the opportunity of working with you.

Sincerely,

Terracon Consultants, Inc.

(Texas Registration No. F-3272)



Rehan Khan, E.I.T

Staff Engineer (League City)



Bobbie S. Hood, P.E.

Geotechnical Services Manager (Conroe)

Attachment: Agreement for Services



AGENDA COMMENTARY

Meeting Date: 2/15/2018

Department: Police

Contact: Chief Robert E. Lee

Agenda Item: Consider Resolution 18-R-07, accepting the monetary donations from Dogs for Law Enforcement (DLE) and the Alvin Sunrise Rotary Club for the purchase of a trained canine for use by the Alvin Police Department.

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

Summary: In December 2017, our police canine, Nemo, was diagnosed with dilated cardiomyopathy with severe weakening of the left ventricular function and dilation of the left ventricle and left atrium. This is probably an inherited health issue. Along with the diagnosis came the recommendation that Nemo be retired immediately from police service, as any additional stress or excitement could cause his immediate death. It was estimated that with treatment he may live up to a year. Nemo was subsequently retired from active service and a trained replacement, Nick, a 1.5-year-old Dutch Shephard, was found from Saint Working Dogs in Caldwell, Texas. Nick has been evaluated by our K9 Officer Scott Green over the past several weeks. This evaluation period consisted of socialization to see if they would be viable partners and extensive training to verify and reinforce Nick's training and his ability to follow Officer Green's commands. The evaluation has been successfully completed and Nick is expected to receive all certifications needed during the upcoming 9th Annual Dogs for Law Enforcement Alvin K9 seminar.

The cost to purchase Nick is \$8,000. Dogs for Law Enforcement (DLE), a Houston based non-profit organization which collects charitable donations to support police canine programs, donated \$5,000 and Alvin Sunrise Rotary donated \$3,000. As part of the purchase of Nick, the City acquired full breeding rights. According to Saint Working Dogs, Nick's sire was a well-regarded and commended police dog for many years with no known health issues (a concern based on our retiring canine's health issue).

The retired canine, Nemo, has been adopted by Officer Green who asked that Nemo remain in his care during his last few months.

Staff recommends approval of Resolution 18-R-07.

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:** 02/12/2018

Supporting documents attached:

- Resolution 18-R-07
- Photograph of Nick

Recommendation: Move to approve Resolution 18-R-07, accepting the monetary donations from Dogs for Law Enforcement (DLE) and the Alvin Sunrise Rotary Club for the purchase of a trained canine for use by the Alvin Police Department.

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-07

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ACCEPTING DONATIONS FROM DOGS FOR LAW ENFORCEMENT (DLE) AND THE ALVIN SUNRISE ROTARY CLUB, TO PURCHASE A DUTCH SHEPARD POLICE CANINE FOR USE IN THE ALVIN POLICE DEPARTMENT.

WHEREAS, Alvin prides itself on community involvement with varied organizations, and has such a relationship with Dogs for Law Enforcement and the Alvin Sunrise Rotary Club; and

WHEREAS, because of health-related issues, the City's trained service police canine (Nemo) recently retired from active duty; and

WHEREAS, police canine provides a vital role in law enforcement and to the community. The Alvin Police Department has located a trained Dutch Shepherd canine by the name of Nick from Saint Working Dogs in Caldwell, Texas, for the purchase price of \$8,000; and

WHEREAS, Dogs for Law Enforcement is donating \$5,000 and the Alvin Sunrise Rotary Club is donating \$3,000 toward the purchase of the trained canine (Nick); and

WHEREAS, these donations will help the City provide effective and efficient service to the citizens and visitors to Alvin; and

WHEREAS, the Mayor and City Council, on behalf of the City of Alvin, desire to accept the donation and express their sincere appreciation to Dogs for Law Enforcement and the Alvin Sunrise Rotary Club for their generous contributions.

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

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

Section 2. That the City Council, on behalf of the citizens of the City of Alvin, hereby expresses its appreciation to Dogs for Law Enforcement and the Alvin Sunrise Rotary Club, and accepts the generous donations totaling \$8,000 to insure continued K9 Police service to the City of Alvin.

Section 3. Open Meeting Act. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meeting Act, Chapter 551 of the Texas Government Code.

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

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary





AGENDA COMMENTARY

Meeting Date: 2/15/2018

Department: Parks and Recreation Contact: Dan Kelinske, Director of Parks & Rec.

Agenda Item: Consider Ordinance 18-C, amending Chapter 21, Subdivisions and Property Development, Article VII, Parkland Dedication and Development Fee; eliminating the four individual park quadrants; providing an effective date; and setting forth other provisions related thereto.

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

Summary: During the 2035 Comprehensive Plan update, referenced in Chapter 4, Objective 4.2.1 “Revise parkland dedication fees in lieu of cash 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/quadrants’”.

A revision to Article VII Park Land Dedication and Development Fee eliminates the four established zones, thus creating the opportunity to collect development fees and expend those funds anywhere within the City and corporate limits of Alvin. For example, currently, development fees collected in “zone/quadrant 1” can only be expended in “zone/quadrant 1” and so forth. The proposed change eliminates the four individual zones making the entire City and Corporate Limits available for park development fee expenditure, regardless of where the fees are collected. This change will allow for the “pooling” of collected fees to satisfy more expensive objectives that may not necessarily be available if the fees are isolated in a singular “zone”.

The existing fees already collected in each zone will remain within that zone until those funds are expended.

- Zone 1 fund balance - \$63,000
- Zone 2 fund balance - \$0
- Zone 3 fund balance - \$19,744
- Zone 4 fund balance - \$104,700

Staff recommends approval of Ordinance 18-C.

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

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

Legal Review Required: N/A ___ Required x Date Completed: 2/8/18

Supporting documents attached:

- Ord. 18-C
- Zone Map
- Exhibit A – revision of Article VII Park Land Dedication and Development Fee

Recommendation: Move to approve Ordinance 18-C, amending Chapter 21, Subdivisions and Property Development, Article VII, Parkland Dedication and Development Fee; eliminating the four individual park quadrants.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

ORDINANCE NO. 18-C

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 21, SUBDIVISIONS AND PROPERTY DEVELOPMENT, ARTICLE VII, PARK LAND DEDICATION AND DEVELOPMENT FEE; ELIMINATING THE FOUR INDIVIDUAL PARK QUADRANTS; PROVIDING AN EFFECTIVE DATE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City of Alvin is experiencing a high rate of growth and is projected to grow significantly in population over the succeeding years; and

WHEREAS, new residential developments cause and impose increased demands upon the City's parks system that would not otherwise occur; and

WHEREAS, the City of Alvin finds that neighborhood parks are an important part of the City's park system, and that the City has a significant need for additional neighborhood parks as the City grows; and

WHEREAS, the City of Alvin desires to enact park land dedication and park development fee requirements that promote the development of additional neighborhood parks to retain sufficient park land for use by the current residents and sufficient park land for the new neighborhoods; and

WHEREAS, the Alvin Parks and Recreation Board has reviewed and recommends these requirements; and

WHEREAS, the City Council, after careful consideration, finds that these requirements imposed upon residential developments to provide park facilities, the demand for which is created by such developments are necessary and in the best interests of the citizens, are equitable, and do not impose an unfair burden on such developments; and

WHEREAS, this ordinance is enacted in accordance with the Home Rule powers of the City of Alvin, granted under the Texas Constitution and statutes of the State of Texas, including, without limitation, Texas Local Government Code § 51 and § 212 ,

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

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

Section 2. That Chapter 21 of the Code of Ordinances, City of Alvin, Texas, is hereby amended to read as follows:

CHAPTER 21, SUBDIVISIONS AND PROPERTY DEVELOPMENT

...

ARTICLE VII. PARK LAND DEDICATION AND DEVELOPMENT FEE

Sec. 21-126. Short title.

This article shall be known and cited as the "Park Land Dedication and Development Fee Article."

Sec. 21-127. Purpose and applicability.

(a) This article is adopted to provide and ensure adequate recreational areas and amenities in the form of neighborhood parks for subdivision developments subject to this chapter and to make the park land dedication and park development fee requirements an integral part of the review and approval of residential developments, whether the developments consist of new construction on previously vacant land or rebuilding and redeveloping existing residential areas. Property in the extraterritorial jurisdiction subdividing after the effective date of this article shall not be permitted to be utilized for residential use unless this article has been complied with.

(b) New developments or redevelopments that involve only the replacement or reconstruction of pre-existing dwelling units shall be exempt from the provisions of this article, provided that the developments do not increase the density of the pre-existing dwelling units or involve a replat of the property.

(c) Neighborhood parks are those parks that provide a variety of outdoor recreational facilities and within convenient distances from a majority of the residences to be served by such parks.

(d) ~~The park quadrants established by the city parks and recreation department shall be prima facie evidence that any park located therein is within a convenient distance from the majority of residences to be served thereby.~~ The city currently has a park system; however, new residential growth adds demands for more public park space and amenities. The cost of the additional ~~neighborhood parks being generated through growth~~ demands should be ~~borne~~ supplemented by the residential property owners who ~~by reason of the proximity of their property to such parks,~~ shall be the primary beneficiaries of such parks.

(e) The provisions of this article shall apply to the corporate limits ~~as well as the area that is within the designated quadrant of the extraterritorial jurisdiction~~ of the city.

(f) The provisions of this article shall not apply to properties that are included in a valid preliminary or final plat application that was submitted before the effective date of this article.

Sec. 21-128. Park land dedication.

(a) When developing residential properties, the owner or developer shall be responsible for a fee simple dedication of park land at a ratio of one-one hundredth (1/100) of an acre or four hundred thirty-five and six-tenths (435.6) square feet of land for each proposed dwelling unit. A “dwelling unit” shall mean each individual residence, including each individual residential unit in a multi-family residential structure or manufactured home park, designed or intended for habitation by a single family. Hereinafter, all references to “the developer” shall mean both the owner and the developer jointly and severally, where the owner and developer are not the same party.

(b) Plat submitted to the city for approval shall show the area required to be dedicated under this section.

(c) Each corner of the park land dedication shall have an iron rod or pin set, in accordance with other lot corners in the subdivision.

(d) The city council and the city parks and recreation board generally consider that development of neighborhood parks less than two (2) acres may be inefficient for public maintenance. Therefore, if fewer than two (2) acres are proposed as park land dedication, the city shall have the option to require the developer to pay the applicable cash in lieu of land amount as provided in section 21-130.

(e) The city, prior to preliminary plat submittal, will define the optimum location of the required park land dedication based upon the proposed park being located adjacent to current or future park land. If there is not an opportunity for the proposed park land dedication to be adjacent to current or future park land, then the city and developer will work together to define an optimum location for the park land dedication. If an optimum location cannot be determined, then the city shall accept the cash in lieu of land option as outlined in section 21-130.

(f) In the case of a multi-phase development, if the developer dedicates all of the park land required by this article in the first or early phase(s) of the development, no additional park land dedication will be required in later phases unless additional lots that are not shown in the original preliminary plat are included in the later phases of the development.

(g) Unless approved in writing by the city, no construction materials shall be disposed of or deposited within the dedicated park land by the developer or its contractors, subcontractors, employees, or agents, at any time while the subdivision is being built. If materials are deposited or disposed of within the park, the developer shall remove such materials within seventy-two (72) hours of written notice by the city. If the developer fails to remove the materials after notice, the city may do so at the developer's expense. The cost of removal shall be added to the subsequent request for a building permit.

Sec. 21-129. Park land dedication acceptance criteria.

(a) Land dedicated for a park or recreational area shall be of such size, dimensions, topography, and general character as is reasonably required by the city for the type of use necessary to meet the demand and need of future residents. Recreational needs for which land is dedicated may include but not be limited to multipurpose trails, equestrian trails, open space buffer areas, swimming pools, active recreation for team or individual sports, playground, picnic area, and similar uses.

(b) Rare, unique, endangered, historic, or other significant natural areas may be given a high priority for dedication pursuant to this article. Areas that provide an opportunity for linkages between parks or that preserve the natural character of the surrounding environment may be required by the city to be included in the park land dedication.

(c) The city shall not accept land dedication pursuant to this article if it is subject to one or more of the following disqualifications, unless individually and expressly approved:

- (1) Land within floodplain and floodway designated areas, as defined by the FEMA, unless such land dedication contains an open area as part of the total park land dedication property that is topographically suitable for the installation of the park amenities for neighborhood parks. If floodplain and/or floodway areas are proposed by the developer, and if approved by the city, the donation ratio shall be increased to three (3) acres of land per one hundred (100) dwelling units.
- (2) Park land dedication sites which do not have ready access to public streets.
- (3) Park land dedication sites abutted by private properties on more than two-thirds (2/3) of the total boundary dimension of such site.
- (4) Areas encumbered by overhead utility lines or easements of any type which might limit the opportunity for park and recreation development.

(d) The city will not accept park land dedication sites encumbered by hazardous and or municipal waste materials or dump sites.

(e) If a developer proposes to dedicate land for park development purposes pursuant to the terms, conditions and requirements of this article, he or she shall permit the city to make an onsite inspection of the property for the purposes of determining site suitability and identification of any visual hazards or impediments to park development and use. If the property owner has any form of environmental assessment on the tract, a copy of that assessment shall be provided to the city. The city may initiate and/or require the developer, at developer's expense to initiate specific environmental studies or assessments if the visual inspection of the site gives rise to the belief that an environmental problem may exist on the site. The city may require the employment of those consultants necessary to evaluate any environmental issues relating to the site providing that the city makes such determination in good faith. If an environmental hazard is identified on the site, the developer at their expense must remove the hazard prior to its acceptance into the park and recreation system of the city.

(f) The intention of this article is not to discourage the creation of parks and amenities in subdivisions that will be maintained by homeowner's associations.

Sec. 21-130. Cash in lieu of land.

(a) An owner or developer responsible for park land dedication under this article may be required, at the city's option, to meet the dedication requirements in whole or in part by a cash payment in lieu of land in the amount set forth below. Such payment in lieu of land dedication shall be made prior to filing the final plat for record. All funds collected pursuant to this section shall be used solely for the acquisition ~~or leasing~~ of park land and/or enhancements to new or existing park land. ~~in the park quadrant in which the subdivision or development is located.~~

(b) In the event a plat is not required, the park land dedication shall be met prior to the issuance of a building permit.

(c) In instances where land is required to be dedicated, the city shall have the right to reject the park land dedication and require a cash payment in lieu of land in the amount set forth below, if the city determines that:

(1) The park land dedication site is such a small area that it is inefficient to maintain;
or

~~(2) Sufficient park area is already in the public domain for the park quadrant where the proposed development is located and the recreation needs of the citizens will be better served by expanding or improving existing parks in said quadrant.~~

~~(3)~~(2) Development projects within the extraterritorial jurisdiction of the city are subject to the park land dedication requirements set forth within this article; however, the difficulty faced by the city, county, or other entity in maintaining property outside the corporate limits of the city may result in the application of a fee in lieu of the land dedication requirement.

(d) The cash payment in lieu of land dedication shall be met by the payment of a fee set from time to time by city ordinance sufficient to acquire neighborhood park land. Unless and until changed by city ordinance, the cash payment shall be computed on the basis of one hundred fifty dollars (\$150.00) per dwelling unit within the proposed subdivision. For subdivisions not receiving a final plat prior to July 1, 2007 but for which a concept plan was filed after the effective date of this article, the cash payment fee shall increase to three hundred dollars (\$300.00) effective July 1, 2007 and for all plats filed after July 1, 2007, the fee shall be three hundred dollars (\$300.00).

Sec. 21-131. Additional land donation or donations outside of the development.

(a) A developer of a subdivision who dedicates more than the required park land requirements for that specific subdivision may receive credits for future park land dedication

requirements for other subdivision developments that the developer may undertake within ten (10) years from the date of the dedication. ~~in the same quadrant.~~

(b) A developer of a subdivision may dedicate park land that is not within the boundaries of the development and receive park land dedication credits for that subdivision. The proposed park land dedication must be approved by the city prior to the filing of the preliminary plat. The proposed park land dedication must ~~be in the same quadrant as the subdivision, within a reasonable distance of existing or developing residential neighborhoods and~~ meet the park land dedication acceptance criteria outlined in section 21-129.

Sec. 21-132. Park development fund and right to refund.

(a) All funds collected pursuant to section 21-130 shall be deposited in the city's park development fund and used solely for the acquisition ~~or leasing~~ of park land and the development, improvement, or upgrades of new and existing parks. All expenditures shall be administered in accordance with the current purchasing requirements of the city. Funds shall not be used for the operation and maintenance of parks.

(b) The city shall account for all sums paid into the park development fund. Any monies paid into said fund must be expended by the city within ten (10) years from the date that all the land for a neighborhood park for the subdivision has been acquired and when the subdivision(s) adjacent to that park land has been seventy-five (75) percent built out. If not so expended within the ten-year period, the then current owners of the property shall, on the last day of such period, be entitled to a pro-rata refund of the remaining fees. Said owners must submit to the city a written request, for the refund within one year of the date of entitlement or the right to receive the refund will be deemed waived and the funds shall remain as property of the city and be used for the general purpose of park land acquisition, design and development as expressed in this article.

Sec. 21-133. Approval and appeal process.

The city shall be responsible for the review and approval of all park land dedication and park development fees submitted in accordance with the requirements of this article.

The city may request the comments and approval of park land dedication or park development fees from the city parks and recreation board for any reason prior to accepting a dedication.

Secs. 21-134—21-144. - Reserved.

Section 3. That except as amended herein all other provisions of Chapter 21 of the Code of Ordinances, City of Alvin, Texas shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this ordinance and any other ordinance, the provisions of this ordinance shall control.

Section 4. That all rights and remedies which have accrued in favor of the City under Chapter 21 and any amendments thereto shall be and are preserved for the benefit of the City.

Section 5. Severability. That if any provision, section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the remaining portions of this ordinance. It is the intent of the City in adopting this ordinance that no portion or provision thereof shall become inoperative or fails by reason of any invalidity or unconstitutionality of any other portion or provision, and to this end all provisions of this ordinance are declared to be severable.

Section 6. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and 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 7. Effective Date. This ordinance shall be in full force and effect from and after its passage as required by law, and it is so ordained.

PASSED AND APPROVED on the ____ day of _____ 2018.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 2/15/2018

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider Ordinance 18-F, amending Chapter 24½, Manufactured Homes and Manufactured Home Parks, for the purpose of amending exceptions for the temporary installation of a manufactured home outside of a licensed mobile home park; providing for a penalty; and setting forth other provisions related thereto.

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

Summary: On January 18, 2018, City Council approved Ordinance 18-E granting consent for the creation of the Brazoria County In-City Municipal Utility District 73 (MUD 73).

In accordance with Chapter 49 of the Texas Water Code with regards to the holding of an election confirming the creation of the MUD, there has to be a registered voter that has resided within the boundaries of the proposed district for at least 30 days prior to the election. By allowing a manufactured home to be temporarily installed for a period of time not to exceed twelve (12) months, this would fulfill this requirement. The placement of a Manufactured Home within the boundaries of a newly proposed MUD, in order to establish residence, is a typical practice in the MUD creation process. Rooted Development Group, LLC., Developer of MUD 73, proposes to place a Manufactured Home within the boundary of the MUD along the west side of Mustang Crossing Boulevard and at a point on the property furthest away from FM 1462 (approximately 1,400 feet from 1462) so that it is less visible from the corridor. Approval of Ordinance 18-F amends Chapter 24 ½ of the Code of Ordinances by adding an exception to the Manufactured Home placement standards to allow for the temporary placement (not to exceed twelve months) of a Manufactured Home outside of a Manufactured Home Park for the purpose of MUD creation.

Staff recommends approval of Ordinance 18-F.

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:** 02/12/2018

Supporting documents attached:

- Ordinance 18-F

Recommendation: Move to approve Ordinance 18-F amending Chapter 24½, Manufactured Homes and Manufactured Home Parks, for the purpose of amending exceptions for the temporary installation of a manufactured home outside of a licensed mobile home park; providing for a penalty; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

ORDINANCE NO. 18-F

AN ORDINANCE AMENDING CHAPTER 24½, MANUFACTURED HOMES AND MANUFACTURED HOME PARKS, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING EXCEPTIONS FOR THE TEMPORARY INSTALLATION OF A MANUFACTURED HOME OUTSIDE OF A LICENSED MOBILE HOME PARK; PROVIDING FOR A PENALTY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

Section 1. That the Code of Ordinances, City of Alvin, Texas, Chapter 24½, Manufactured Homes, is hereby amended by amending the exemptions for the installation of a manufactured home outside of a licensed mobile home park, to read as follows:

"Chapter 24½

Manufactured Homes and Manufactured Home Parks

**ARTICLE III. - MANUFACTURED HOMES LOCATED OUTSIDE OF
MANUFACTURED HOME PARKS**

Sec. 24½-21. - Purpose and intent.

This article applies to the installation and maintenance of manufactured homes outside of licensed manufactured home parks.

Sec. 24½-22. - Manufactured homes.

Installation of manufactured homes in areas outside of licensed mobile home parks is prohibited, except as described in this section:

- ~~(a)~~(1) A lawfully existing mobile home may be replaced with a HUD-code manufactured home.
- (2) A lawfully existing manufactured home may be replaced once, as a matter of right, with a newer manufactured home that is at least as large in living space as the prior manufactured home.
- (3) A lawfully existing manufactured home, that has been damaged or destroyed by fire or other natural disaster, may be replaced with a newer manufactured home that is at least as large in living space as the prior manufactured home.
- (4) Any replacement of a lawfully existing manufactured home, other than one that has been damaged or destroyed by fire or other natural disaster, must be completed within sixty (60) days of the date the existing manufactured home is removed, except where the building official extends such period in writing and for good cause.

(5) In accordance with Chapter 49 of the Texas Water Code, in connection with the holding of an election to confirm the creation of the municipal utility district, one (1) HUD-code manufactured home may be placed within the boundaries of a municipal utility district for a period of time not to exceed twelve (12) months. This HUD-code manufactured home must comply with all the provisions of this section.

Section 2. Severability. If any provision of this ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

Section 3. Code of Ordinances. It is the intention of the Council that this ordinance shall become a part of the Code of Ordinances of the City of Alvin, Texas, and may be renumbered and codified therein accordingly.

Section 4. Penalty. Any person, firm or corporation violating a provision of this chapter shall be guilty of a misdemeanor, and upon conviction shall be subject to a fine in accordance with the general penalty section 1-5 of the Code of Ordinances.

Section 5. Publication. The City Clerk of the City of Alvin is hereby directed to publish this ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by Chapter 52 of the Texas Local Government Code and the City of Alvin Charter.

Section 6. Effective Date. This ordinance shall take effect immediately after its passage and publication in accordance with the provisions of Chapter 52, Texas Local Government Code, and the City of Alvin Charter.

Section 7. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is 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.

PASSED on first and final reading on the _____ day of _____ 2018.

CITY OF ALVIN, TEXAS

ATTEST

By _____
Paul A. Horn, Mayor

By _____
Dixie Roberts, City Secretary