

# City of Alvin, Texas

Paul Horn, Mayor

Keith Thompson, Mayor Pro-tem, District C  
Brad Richards, At Large Pos. 1  
Joel Castro, At Large Pos. 2  
Scott Reed, District A



Adam Arendell, District B  
Glenn Starkey, District D  
Gabe Adame, District E

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## ALVIN CITY COUNCIL AGENDA

**THURSDAY FEBRUARY 7, 2019**

**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 Secretary's Office at 281-388-4255 or [drobot@cityofalvin.com](mailto:drobot@cityofalvin.com) 48 hours prior to the meeting time. City Hall is wheel chair accessible and a sloped curb entry is available at the east and west entrances to City Hall.*

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NOTICE is hereby given of a Regular Meeting and Executive Session of the City Council of the City of Alvin, Texas, to be held on **THURSDAY, FEBRUARY 7, 2019** 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. PUBLIC HEARING

A. Public hearing to receive comment on the proposed Strategic Partnership Agreement (SPA) for the Martha's Vineyard Development, more formally described as Brazoria County Municipal Utility District Number 24 – second public hearing.

#### 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. Consider approval of the January 17, 2019 City Council meeting minutes.

B. Consider approval of the January 28, 2019 Special City Council meeting minutes.

C. Consider Resolution 19-R-05, calling and establishing the procedures for the May 4, 2019 General Election in Alvin, Texas, and providing for related matters thereto.

D. Consider a final plat of Zuniga Place, (located at 4566 County Road 181), being a subdivision of 7.9961 acres, in the A.C.H. & B. Survey, Section 26, A-471, Brazoria County, Texas.

E. Consider the Master Preliminary Plat of Mustang Ridge (located along Mustang Road, across from Alvin Community College), being a planned unit development of 35.35 acres of land located in the H.T.& B.R.R. Company Survey, A-225, City of Alvin, Brazoria County, Texas.

#### 6. OTHER BUSINESS

- A. Consider Ordinance 19-C, annexing 23.004 acres of land, more or less, into the corporate limits of the City, for Forest Heights Section 7; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date.
- B. Consider a License Agreement for the Exclusive Use of City Property between the City of Alvin and the Alvin Sunrise Rotary Foundation for the Music Fest and Bar-B-Q Cook Off to be held at Briscoe Park from Friday, March 22, 2019, to Sunday, March 24, 2019; and authorize the City Manager to sign said agreement subject to legal review.
- C. Consider Resolution 19-R-07, amending the Alvin Museum Agreement related to the Alvin Museum Society's utilization of the former Alvin Post Office building; and authorize the Mayor to sign said agreement subject to legal review.
- D. Consider Resolution 19-R-08, releasing and terminating two (2) utility easements previously granted to the City of Alvin on property located near the southeast corner of Bypass 35 and Highway 6.
- E. Consider Resolution 19-R-09, requesting that the members of the 86<sup>th</sup> Legislative Session of the State of Texas support legislation that provides stewardship, health and wellbeing, and connectivity for local and state parks.

## 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. EXECUTIVE SESSION

City Council will meet in Executive Session pursuant to:

- A. **Section 551.074** of the Government Code: Deliberation on the appointment, employment, evaluation, reassignment, duties, or discipline of a public officer or employee.
  - 1. Employment of a Chief Financial Officer.

## 10. RECONVENE TO OPEN SESSION

## 11. 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](http://www.alvin-tx.gov), in compliance with Chapter 551, Texas Government Code on MONDAY, FEBRUARY 4, 2019 at 4:00 P.M.



(SEAL)

  
 Dixie Roberts, City Secretary

Removal Date: \_\_\_\_\_

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

**MINUTES  
CITY OF ALVIN, TEXAS  
CITY PLANNING COMMISSION  
December 18, 2018**

**BE IT REMEMBERED**, that on the above date, the Planning Commission met in the First Floor Conference Room, at Public Services Facility, 1100 West Highway 6, Alvin, Texas, at 6:00 P.M. with the following members present, Martin Vela, Chair; Jake Starkey, Vice Chair; Ashley Davis; Santos Garza; Charles Buckelew; and Chris Hartman. Also present were staff members Michelle Segovia, City Engineer and Shana Church, Executive Secretary. Nicole Kelinske, Darrell Dailey and Randy Reed were absent.

**1. Call To Order.**

Call to order at 6:00 p.m.

**2. Petition and Requests from the Public.**

There were no petitions or requests from the public.

**3. Approve the Minutes of the Planning Commission meeting of November 27, 2018.**

Commission Member Santos Garza motioned to approve the minutes of the regular Planning Commission meeting of November 27, 2018. Seconded by Charles Buckelew, the motion carried on a vote of 5 ayes and 0 nays. Ashley Davis arrived at 6:01 p.m. after the vote.

**4. Consider a final plat of Guerrero Subdivision, being a total of 4.58 acres of land out of a called 12.074 acre tract as recorded and described in C.C.F. #2015001049, O.R.B.C.T. situated in the I. & G.N.R.R. Co. survey, section 28, abstract 621, Brazoria County, Texas.** City Engineer recommends final plat for discussion and approval. Commission Member Garza motioned to recommend for approval to City Council. Seconded by Member Buckelew, the motion carried on a vote of 6 ayes, 0 nays.

**5. Consider a final plat of Marina Park, being a plat of 2.983 acres, being a called 4 acre tract, and part of lots 16 and 17 of the Dolson and Nelson Subdivision, H.T. & B.R.R. Company survey, abstract 227, Brazoria County, Texas, located in the City of Alvin.** City Engineer recommends final plat for discussion and approval. Commission Member Hartman motioned to recommend for approval to City Council. Seconded by Member Davis, the motion carried on a vote of 6 ayes, 0 nays.

**6. Consider a final plat of 413 West Blum, LLC, being a plat of lots one and two, block 44, Alvin no. 1, as recorded in volume 32, pages 4 and 5, deed records, Brazoria County, Texas, to include variance requests to lot size and street side setback.** City Engineer recommends final plat for discussion and approval. Commission Member Starkey motioned to recommend for approval to City Council. Seconded by Member Garza, the motion carried on a vote of 6 ayes, 0 nays.

**7. Consider a master preliminary plat of Fairway Lake/Parkside Trails, being a**

planned unit development, being 30.3 acres of land out of the H.T. & B.R.R. Company survey, A-225 Brazoria County, Texas, also being a partial replat of reserves "A" & "C" of the final plat of Alvin Fairway Lake property, as recorded in doc. 2018038022, O.R.B.C.T. City Engineer recommends master preliminary plat for discussion and approval. Commission Member Hartman motioned to recommend for approval to City Council. Seconded by Member Davis, the motion carried on a vote of 5 ayes, 1 nay cast by Charles Buckelew.

**8. Consider a request from Buddy Webb & Company, representing O'Reilly Auto Parts for a variance to the building façade requirements within Chapter 35-19 of the Corridor Land Use Regulations.** City Engineer recommends variance request for discussion and approval. Commission Member Vela motioned to deny the variance request. Seconded by Member Garza, the motion carried on a vote of 5 ayes, 1 nay cast by Chris Hartman.

**9. Items of Community Interest.**

There were no items of community interest.

**10. Staff report and update.**

Michelle Segovia stated City Council has reappointed Mr. Hartman to Planning Commission for another 3 year term. City Council also appointed two additional members; Carrie Parker and Richard Garivey.

**11. Items for the next meeting.**

Michelle Segovia stated the Planning Commission will likely see the final plat for Huntington Place, Section 3 and a residential development on Mustang Road at the next meeting. Michelle Segovia spoke to Junru Roland after our last meeting regarding the Planned Unit Development section of the Subdivision Ordinance. Larry Buehler attended our last meeting and did a very nice summary of all the discussions. Larry forwarded it on to Junru. Mr. Roland is in favor of scheduling a joint workshop between Planning Commission and City Council and is going to get with the Mayor about setting an agenda.

**12. Adjournment.**

Commission Member Buckelew motioned to adjourn the meeting, seconded by Member Hartman. The motion carried on a vote of 6 ayes. The meeting ended at 7:10 p.m.

**MINUTES  
CITY OF ALVIN  
PARKS AND RECREATION BOARD MEETING  
1100 W. HWY. 6  
DECEMBER 4, 2018  
6:30 P.M.**

**CALL TO ORDER**

The meeting was called to order by Dwight Rhodes, Chair at 6:40 p.m.

**ROLL CALL**

Board members present were Dwight Rhodes, Chair; Terrie Beasley, Vice-Chair; Carrie Parker, Secretary; Milton Morgan, Jamie Vaughn and Kerry Ulm. Other Attendees: Dan Kelinske, Director of Parks and Recreation.

**APPROVAL OF MINUTES**

Kerry Ulm moved to approve the minutes of November 6, 2018. Seconded by Jamie Vaughn; motion passed unanimously.

**PETITIONS/REQUEST FROM THE PUBLIC**

There were no petitions or request from the public.

**CHAIRMAN REPORT**

There was no report from the chairman.

**DIRECTOR REPORT**

**A. Update on Upcoming Events.**

- KaBoom Playground build day November 17, 2018 there were 117 attendees.
- Christmas movie and kids activities held on November 30, 2018; there were 152 attendees.
- Home for the Holidays event and parade was held on December 1, 2018 there were 2000 attendees and 16 entries in the parade.
- Santa Mailboxes remain at HEB and Kroger.

**B. Update on park projects/improvements**

- Mustang Bayou bank repair is on schedule. Engineering firm will provide drawings by beginning of January.
- Account balances
  - Tree preservation \$22,300
  - ASR Donation (JAN) \$18,158.43 (new balance reported \$16818.60 Dan will investigate.)
  - Park Dedication \$262,605.83
    - \$181,905.83 locked to quadrants
    - \$80,700 unlocked and can be allocated as needed.
- KaBoom Build completed on November 17th. The grand opening was held on November 20<sup>th</sup>.

- FY2019 funded Capital Improvement projects:
  - Pearson Park Sidewalk - \$150,000
  - Disc Golf - \$300,000 bid opening was held on December 11th.
  - Design/Engineering Phase III H&B \$100,000; Kimley/Horn expect to have preliminary drawings this month.
- YTD 2018 enrollments:
  - Course Participants : 628
  - Course Enrollment Transactions: 638
  - General Enrollment : 542
  - Online Enrollment : 96
  - Event Participants: 3899

### **NEW BUSINESS**

- A discussion was had on the FY19 park capital improvements recommendations list.
- A discussion was had on the asphalt right of way located parallel to 2<sup>nd</sup> Street. Terrie Beasley moved to take request to City Council to designate 2<sup>nd</sup> street right- of- way for parks use only. Seconded by Jamie Vaughn; motion passed unanimously.

### **ITEMS OF COMMUNITY INTEREST**

Parks signs need refreshing. Dan will order new signs for the 3 parks that still have the old-style signage. Newman Park sign will be ordered first. Other 2 will follow later.

### **UPCOMING MEETINGS:**

- The next Parks and Recreation Board Meeting will be held on January 8, 2019 at 6:30PM.

### **ADJOURNMENT**

The meeting was called to adjourn at 7:45 p.m. by Dwight Rhodes.



# AGENDA COMMENTARY

**Meeting Date:** 2/7/2019

**Department:** Economic Development

**Contact:** Larry Buehler, Economic Development Dir.

**Agenda Item:** Public hearing to receive comment on proposed Strategic Partnership Agreement for the Martha's Vineyard Development, more formally described as Brazoria County Municipal Utility District Number 24 – second public hearing.

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

**Summary:** This is the second of two required public hearings for the Strategic Partnership Agreement for the Martha's Vineyard Development, more formally described as Brazoria County Municipal Utility District Number 24. LESCO Enterprises Inc. is developing approximately 109 acres for a residential subdivision. The property is located northwest of the Highway 6 and CR 146 intersection in the City of Alvin Extraterritorial Jurisdiction (ETJ) and is being subdivided for a new single family residential Planned Unit Development subdivision containing 315 lots and 19 reserves. The Developer plans to construct the subdivision in three sections. The subdivision will be serviced by City utilities via ETJ Municipal Utility District (MUD) No. 24 based on the Utility Services Contract that was approved by Council on February 4, 2016. The Contract calls out for the creation of a Strategic Partnership Agreement. The Strategic Partnership Agreement will delineate how fire, police, garbage collections, water, wastewater, and drainage will be provided. City Council held the first public hearing on January 3, 2019.

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required  **Date Completed:** 1/30/2019 SLH

**Supporting documents attached:**

- Notice of Public Hearing

**Recommendation:** N/A

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

NOTICE OF HEARING REGARDING ADOPTION OF A STRATEGIC PARTNERSHIP AGREEMENT WITH BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 24

Notice is hereby given that the City Council of the City of Alvin, Texas, will hold a public hearing regarding its consideration of the adoption of a Strategic Partnership Agreement (the "SPA") with Brazoria County Municipal Utility District No. 24 at 7:00 p.m., on February 7, 2019 at the Alvin City Hall, 216 W. Sealy, Alvin, Texas. At the hearing, any interested person shall have a reasonable opportunity to speak for or against the City's adoption of the SPA. A copy of the proposed SPA may be obtained prior to hearing at City Hall.

**MINUTES  
CITY OF ALVIN, TEXAS  
216 W. SEALY STREET  
REGULAR CITY COUNCIL MEETING  
THURSDAY JANUARY 17, 2019  
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: Paul A. Horn, Mayor; Keith Thompson, Mayor Pro-Tem and Councilmembers: Gabe Adame, Adam Arendell, Joel Castro, Brad Richards, Scott Reed and Glen Starkey.

**Staff members present:** Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, City Secretary; Florence Chapa, Interim Finance Director; Larry Buehler, Director of Economic Development; Michelle Segovia, City Engineer; Rex Klesel, Fire Chief; Dan Kelinske, Parks Director and Robert E. Lee, Police Chief.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

Loretta Smith with First Christian Church gave the invocation.

Boy Scout Troop 400 led the Pledge of Allegiance to the American Flag and the Pledge to the Texas Flag.

**PRESENTATIONS**

**Finance, Municipal Court and Utility Billing Departmental Update**

*This is the second of two required public hearings for this annexation requested by Don Barras of Don Barras Development LLC. He is petitioning the City to annex 23.004 acres of his property in Forest Heights for the development of Section 7 located along the proposed FM 528 extension between Business 35 and Highway 6.*

*The first public hearing was held before City Council on January 3<sup>rd</sup>. No comments were made. Notices for this public hearing were published in The Alvin Sun, and on the City's website, as required by law.*

Florence Chapa, Interim Finance Director gave a Departmental update including utility billing and the accounting division. Judge Deanie King gave an update on Municipal Court.

**PUBLIC COMMENT**

There were no comments from the public.

**PUBLIC HEARING**

**Public hearing regarding the annexation of 23.004 acres, more or less, for Forest Heights, Section 7, located along the proposed FM 528 extension, between Business 35 and State Highway 6, from Don Barras Development, LLC. – second public hearing.**

Mayor Horn opened the public hearing at 7:24 p.m. There were no comments made. Mayor Horn closed the public hearing at 7:24 p.m.

**CONSENT AGENDA**

**Consider approval of the January 3, 2019 City Council meeting minutes.**

**Consider the 2019 Interlocal Agreement for Emergency Services with Brazoria County Emergency Services District #3 (ESD); and authorize the Mayor to sign upon legal review.**

*The Emergency Services District was first formed in 2004. Brazoria County Commissioners will select the five (5) ESD Board of Directors to provide funding for Fire and Emergency Medical Services (EMS) to the approximate 120 square miles surrounding the city limits of Alvin. The homeowners in the ESD annually pay approximately \$100 per \$100,000 on the value of their home or business.*

*In 2018, the ESD paid a total of \$700,000 to the City of Alvin for the following Emergency Services:*

- \$350,000 for Fire and Rescue
- \$350,000 for Emergency Medical Services

*The 2019 proposed ESD Agreement with the City of Alvin will increase to a total of \$731,000 (4.43% increase) to the City of Alvin for the following Emergency Services:*

- \$362,000 (\$12,000 increase) for Fire and Rescue
- \$369,000 (\$19,000 increase) for Emergency Medical Services

*Staff recommends approval.*

#### Acknowledge receipt of the Financial and Quarterly Investment Reports ending December 2018.

*The City Charter requires the Chief Financial Officer to report on the financial condition of the City. In addition, the City's investment policy requires the Chief Financial Officer to submit an investment report to the City Manager, the Mayor, and City Council each quarter.*

#### Acknowledge receipt of the Fiscal Year 2019 Capital Improvement Projects Report.

*Staff continues to carry out actions on budgeted projects as defined in the 2019 Capital Improvements Plan (CIP). This report is an update as to the progress of each project year to date.*

#### Consider Resolution 19-R-04, adopting a Citizen Participation Plan as set forth by the Texas General Land Office (GLO) for the Community Development Block Grant Disaster Recovery (CDBG-DR) Program; providing for Open Meetings and other related matters.

*The City plans to apply for upcoming Community Development Block Grant – Disaster Recovery funding from the General Land Office – Community Development & Revitalization (GLO). Grant Works was selected by the City for the application and administrative services for this process.*

*The adoption of this specific Citizen Participation Plan is required by the GLO and must be submitted as part of the application process in an effort to secure grant funding. Staff recommended the approval of Resolution 19-R-04.*

#### Consider the appointment of former Alvin Police Department Officer Carlos Bautista, Jr. as a Reserve Police Officer for the City of Alvin Police Department.

*Carlos Bautista Jr., a former Alvin Police Department Officer, has applied to become a Reserve Police Officer with the Alvin Police Department. Mr. Bautista, an army veteran, worked for the Alvin Police Department from January 2006 until December 2011, at which time he left Alvin for the Houston Police Department. Mr. Bautista worked for the City of Houston for approximately 4.5 years, at which time he left to take employment with a plant. A thorough background investigation, including a polygraph examination has been completed. In Mr. Bautista's 10 plus years in law enforcement, he received very good reviews and several commendations. Current Officers with the Alvin Police Department who worked with him during his Alvin employment speak very highly of him and give him high recommendations, as do former Houston co-workers. Staff recommended approval of the appointment of Carlos Bautista, Jr. as a Reserve Officer.*

*Texas Local Government Code Section 341.012(g)*

*City of Alvin, Code of Ordinances Chapter 15 Article III Police Reserve Force*

*Section 15-53. - Appointment, approval and removal of members; a Members of the police reserve force shall be appointed at the discretion of the chief of police, but no person appointed to the police reserve force may carry a weapon or otherwise act as a peace officer until he/she has been approved by the city council. Any member may be removed at any time at the discretion of the chief of police.*

*Staff recommends approval of the appointment of Carlos Bautista Jr. as a Reserve Officer for APD.*

Council member Adame moved to approve the consent agenda as presented. Seconded by Council member Thompson; motion carried on a vote of 7 Ayes.

#### OTHER BUSINESS

Consider Resolution 19-R-03, supporting Texas Transportation Commission action toward the expediated construction of "Segment B" of SH 99 (Grand Parkway) from south of Alvin in Brazoria County to Interstate 45 in Galveston County; and setting forth other related matter.

*The Texas Department of Transportation (TxDOT), under direction of the Texas Transportation Commission, continues to design and construct segments of State Highway 99 (Grand Parkway). The City of Alvin, along with County Commissioner Stacy Adams, County Judge Matt Sebesta, and with the additional leadership of State Representative Ed Thompson House District 29, have been meeting with TxDOT Officials for approximately two years. Segment B is better described as running from Interstate 45 toward SH 35 and on to SH 288 near Rosharon through Galveston and Brazoria Counties. The purpose is to help advance the final design and construction of Segment B that will go through Brazoria and Galveston Counties. With the Texas Legislature starting their 86th Legislative Session, a renewed push is being launched to gain legislative support to help expedite Segment B through the counties. Mayor Paul Horn plans to appear before the Texas Transportation Commission on January 31st to discuss this important matter and deliver a request on behalf of the City of Alvin to be on the Transportation Commission agenda in February. Staff recommended approval of Resolution 19-R-03.*

Council member Arendell moved to approve Resolution 19-R-03, supporting Texas Transportation Commission action toward the expedited construction of “Segment B” of SH 99 (Grand Parkway) from south of Alvin in Brazoria County to Interstate 45 in Galveston County; and setting forth other related matter. Seconded by Council member Reed; motion carried on a vote of 7 Ayes.

Consider Ordinance 19-B, granting consent to the creation of Brazoria County Municipal Utility District Number 51; containing various provisions related to the foregoing subject; and making certain findings related thereto.

*On December 14, 2018, the City received a Petition for Consent to the Creation of a Municipal Utility District from Lando Development, Ltd., for 137.6228 acres of land, more or less, all of which is either in or will be incorporated into the corporate limits of the City.*

*The Developer proposes to develop this land for single and multi-family residential and commercial uses and claims that there is not now available within the area an adequate waterworks system, sanitary sewer system, or drainage and storm sewer system. Petitioner states that a public necessity exists for the creation of the District to provide for such systems to promote the purity and sanitary condition of the State’s waters and the public health and welfare of the community. The landowner has consented to conditions, which are attached to the Ordinance as Exhibit B. These conditions will ensure the approval by the City of all plans and specifications for the construction of certain water, sewer and drainage infrastructure facilities, the sale of bonds, and the coordination and allocation of projects. Staff recommended approval of Ordinance 19-B.*

Council member Thompson moved to approve Ordinance No. 19-B, granting consent to the creation of Brazoria County Municipal Utility District Number 51; containing various provisions related to the foregoing subject; and making certain findings related thereto. Seconded by Council member Starkey; motion carried on a vote of 7 Ayes.

Consider an award of bid to T & C Construction, Ltd., for the Lift Stations 14 and 17 Rehabilitation Project in an amount not to exceed \$867,672.75; and authorize the City Manager to sign the contract upon legal review.

*On December 18, 2018, bids were opened for the Lift Stations 14 and 17 Rehabilitation Project, and T & C Construction, Ltd. was the qualified low bidder. LJA Engineering, the City’s consultant that designed the project, reviewed all bids that were received and has recommended T & C Construction, Ltd. for this project.*

*Original Project Estimate: \$1,300,000*

<i>Contract Amount:</i>	<i>\$ 826,355 (Base Bid, Supplementary, and Coating Alternate Bid Item.)</i>
<i>5% Contingency:</i>	<i>\$ 41,317.75</i>
<i>Total Amount:</i>	<i>\$867,672.75</i>

*This project consists of the rehabilitation of sanitary sewer lift stations 14 (205 Old Galveston Road) and 17 (545 Hathaway Street). This rehabilitation project will include removal/replacement of pumps, rails, controls, electrical systems, along with seating and coating of concrete wet wells, modifications to piping, and site work. These improvements were based on recommendations in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by City Council on March 3, 2016. This project will be paid from the 2018 Revenue Bond proceeds that were approved by Council on August 21, 2018.*

*The project is scheduled to start in February 2019 and has a construction time of 210 calendar days. Staff recommended the award of bid to T&C Construction, Ltd.*

Council member Arendell moved to award bid to T & C Construction, Ltd., for the Lift Stations 14 and 17 Rehabilitation Project in an amount not to exceed \$867,672.75; and authorize the City Manager to sign the contract upon legal review. Seconded by Council member Richards; motion carried on a vote of 7 Ayes.

Discuss Senior Citizen transportation.

A discussion was had on transportation for senior citizens. Councilmember Starkey explained that he and Council member Castro would be meeting with the senior citizens to inquire about the transportation needs of the senior citizen. Council member Arendell mentioned that a study was performed a few years back that would that would be of aid. Mayor Horn appointed Council member Castro and Starkey to perform a study on the transportation needs and bring back a report to Council.

**REPORTS FROM CITY MANAGER**

Review preliminary list of items for next Council meeting.

Mr. Junru Roland, City Manager, reviewed the preliminary list for the February 7<sup>th</sup> 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 Reed thanked the Finance Department and Municipal Court for its informative presentation.

Mayor Horn thanked Municipal Court Judge King for her presentation.

**ADJOURNMENT**

Mayor Horn adjourned the meeting at 7:46 p.m.

PASSED and APPROVED the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Paul A. Horn, Mayor

ATTEST: \_\_\_\_\_  
Dixie Roberts, City Secretary

**MINUTES  
CITY OF ALVIN, TEXAS  
216 W. SEALY STREET  
SPECIAL CITY COUNCIL MEETING  
MONDAY JANUARY 28, 2019  
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 Regular Session at 7:00 p.m. in the Council Chambers at City Hall, with the following members present: Mayor Paul A. Horn; Keith Thompson, Mayor Pro-tem; and Councilmembers: Joel Castro, Brad Richards, Scott Reed and Glen Starkey.

**Staff members present:** Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, City Secretary; and Florence Chapa, Interim Chief Financial Officer.

**PLEDGE OF ALLEGIANCE**

Mayor Horn led the Pledge of Allegiance to the American Flag, and Texas Flag.

**OTHER BUSINESS**

Consider Resolution 19-R-06, directing staff to implement procedures to grant to federal employees and contractors affected by the federal government shutdown additional time to pay bills for city services that are not discretionary.

*On December 22, 2018, at 12:00 a.m., funding for 23% of the agencies of the United States government ceased. The government shutdown caused by the cessation in funding affects approximately 800,000 federal and contract employees who missed their first paycheck on January 11, 2019. City Council believes that the City should do what it can to avoid compounding the financial hardship experienced by Alvin residents who are affected by the federal government shutdown;*

*City Manager will implement procedures for the benefit of federal employees and contractors affected by the government shutdown that will: (a) waive all penalties and/or fees for late payment of City bills; (b) allow additional time for payment of bills for non-discriminatory City services; and (c) refrain from shutting off City services for nonpayment of bills.*

A brief discussion was held.

Council member Castro moved to approve Resolution 19-R-06, directing staff to implement procedures to grant to federal employees and contractors affected by the federal government shutdown additional time to pay bills for city services that are not discretionary. Seconded by Council member Starkey; motion carried on a vote of 5 Ayes.

**ADJOURNMENT**

Mayor Horn adjourned the meeting at 6:10 p.m.

PASSED and APPROVED the \_\_\_\_\_ day of February 2019.

\_\_\_\_\_  
Paul A. Horn, Mayor

ATTEST: \_\_\_\_\_  
Dixie Roberts, City Secretary



# AGENDA COMMENTARY

**Meeting Date:** 2/7/2019

**Department:** City Secretary

**Contact:** Dixie Roberts, City Secretary

**Agenda Item:** Consider Resolution 19-R-05, calling and establishing the procedures for the May 4, 2019 General Election in Alvin, Texas, and providing for related matters thereto.

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

**Summary:** This resolution is calling for a General Election for Saturday, May 4, 2019, to elect members to City Council District A, District D, and At Large Position 2.

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 2019 ballot was Wednesday, January 16, 2019, and will continue through Friday, February 15, 2019.

Early Voting will begin on Monday, April 22, 2019, and will go through Tuesday, April 30, 2019, 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 Dr.

Pearland East: Tom Reid Library, 3522 Liberty Dr.

Pearland West: Westside Event Center, 2150 Country Place 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<sup>th</sup> Street

### **Early voting dates and hours:**

April 22-26; 8am-5pm

April 27; 7am-7pm

April 29-30; 7am-7pm

Election Day voting will be held at the Alvin Library. Voters can also cast their ballot at any Voting Center in Brazoria County. An election contract with Brazoria County for the May 4<sup>th</sup> General Election will be brought before City Council for consideration at a future meeting.

Staff recommends approval of Resolution 19-R-05.

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required  **Date Completed:** 1/30/2019 SLH

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**Supporting documents attached:**

- Resolution 19-R-05 and Attachment "A"
  - Election Calendar
- 

**Recommendation:** Move to approve Resolution 19-R-05, calling and establishing the procedures for the May 4, 2019 General Election in Alvin, Texas, and providing for related matters thereto.

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Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

## RESOLUTION 19-R-05

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ESTABLISHING THE PROCEDURE FOR THE MAY 4, 2019, GENERAL ELECTION IN ALVIN, TEXAS; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, on May 4, 2019, there shall be elected the following officials for this City: a member to City Council District A, City Council District D, and At Large Position 2; for a term of three (3) years;

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

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

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

**Section 1. General Election Ordered.** The General Election of the City shall be held on Saturday, May 4, 2019, to elect members to City District A, City Council District D, and At Large Position 2; for a term of three (3) years.

**Section 2. Filing Period.** Candidates at the election for the above offices shall file their application to become candidates with the City Secretary of the City at City Hall, 216 W. Sealy, Alvin, Texas 77511, beginning January 16, 2019 and continuing through February 15, 2019. Candidates shall file their applications with the City Secretary on any weekday that is not a City holiday, between 7:00 a.m. and 6:00 p.m., Monday through Thursday, with the exception of 8:00 a.m. - 5:00 p.m. on Friday, February 15, 2019. All applications for candidacy shall be on a form as prescribed by the *Texas Election Code*.

**Section 3. Drawing.** The order in which the names of the candidates for each office are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary as provided by the *Texas Election Code*. Such drawing will be held in the Office of the City Secretary at City Hall on Monday, February 25, 2019 at 5:31 p.m., for the general election.

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

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

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

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

**Section 7. Early Voting.** Early voting, both by personal appearance and by mail, will be conducted by the Brazoria County Election Officer, who is designated and appointed as the Early Voting Clerk, in accordance with the *Texas Election Code*. Early voting by personal appearance shall be conducted at places and locations authorized by state law and the Brazoria County Election Officer as described in "Attachment B." Early voting shall commence on Monday, April 22, 2019, and continue through Tuesday, April 30, 2019, and early voting polls shall remain open for the time specified by the *Texas Election Code*. Early voting shall also be held at any time and location authorized by the Brazoria County Election Officer. Early voting by City residents may be conducted at any Brazoria County early voting location and any location exclusively designated by the Brazoria County Election Officer.

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

**Section 9. Joint Election.** The City agrees to conduct a joint election with other political subdivisions within Brazoria County, provided that such political subdivision holds an election on May 4, 2019 in all or part of the same territory as the City (the "Political Subdivisions"). The joint election shall be conducted in accordance with state law, this Resolution, and the 2019 Joint Election Agreement and Contract for Election Services with Brazoria County to be approved by the City Council.

**Section 10. Duties of City Secretary and Election Officer.** The City Secretary, or designee, is instructed to aid the Brazoria County Election Officer in the acquisition and furnishing of all election supplies and materials necessary to conduct the election as provided by the Election

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

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

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

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

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

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

**AND, IT IS SO RESOLVED.**

**PASSED AND APPROVED** on this the 7<sup>th</sup> day of February 2019.

**CITY OF ALVIN, TEXAS**

**ATTEST:**

By: \_\_\_\_\_  
Paul A. Horn, Mayor

By: \_\_\_\_\_  
Dixie Roberts, City Secretary

**"Attachment A" SUBJECT TO CHANGE**

**VOTE CENTER ELECTION DAY LOCATIONS- MAY 2019**

Home Pct #	Polling Place	Precincts that formerly voted at this Location
1	East Annex (Old Walmart), 1524 E Mulberry, Angleton	1, 42, 56
2	Pct 4 Building, 121 N 10th St, West Columbia	2, 10
4	Brazoria Library, 620 S Brooks, Brazoria	4, 32
7	Freeport Library, 410 Brazosport Blvd, Freeport	7, 17
8	Oyster Creek City Hall, 3210 FM 523, Oyster Creek	8
12	Drainage District No. 4 Building, 4805 W Broadway, Pearland	12, 26
14	Sweeny Community Center, 205 W Ashley Wilson Rd, Sweeny	14
15	Danbury Community Center, 6115 5th St, Danbury	15
19	Clute Event Center, 100 Parkview Dr, Clute	19, 48
20	Jones Creek Comm House, 7207 Stephen F Austin Rd, Jones Creek	20
23	Lake Jackson Civic Center, 333 Hwy 332 East, Lake Jackson	22, 23, 30, 43, 45
24	Richwood City Hall, 1800 N Brazosport Blvd, Richwood	24
29	Westside Event Center, 2150 Countryplace Pkwy, Pearland	27, 29, 54
36	Pearland Recreation Center, 4141 Bailey Rd, Pearland	13, 36, 47
39	Alvin Library, 105 S Gordon, Alvin	16, 34, 39
40	North Annex, 7313 Corporate Dr, Manvel	11, 40, 53, 63, 64
44	Silverlake Recreation Center, 2715 Southwyck Pkwy, Pearland	44, 58, 60, 62
46	Tom Reid Library, 3522 Liberty Dr, Pearland	28, 46
67	Pearland Westside Library, 2803 Business Center Dr #101, Pearland	50, 59, 67, 68
	ONLY OPEN FOR LOCAL ELECTIONS IF THE CITY HAS AN ELECTION	
6	Liverpool City Hall, 8901 CR 171, Liverpool	6, 57
9	Bonney Annex Building, 19025 FM 521, Bonney	9, 21
25	Hillcrest Village Municipal Bldg, 200 W Timberlane, Alvin	25, 35
38	Surfside Beach City Hall, 1304 Monument Dr, Surfside Beach	38
	CLOSING 2019	
3	Nolan Ryan Center, 2925 South Bypass 35, Alvin	3
33	Mims Community Center, 4283 FM 521, Brazoria	33
61	First Church of Pearland, 1850 Broadway, Pearland	51, 52, 61
	CLOSED FOR LOCAL ELECTION	
55	West Annex, 451 N Velasco, Angleton	31, 55
	CLOSED DUE TO FLOOD DAMAGE	
5	Holiday Lakes City Hall, 195 N Texas Ave, Holiday Lakes	5

**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 .....Precinct 4 Building 2, 121 N 10<sup>th</sup> St

**DATES AND HOURS:**

April 22-26.....8 AM – 5 PM  
April 27 .....7 AM – 7 PM  
April 29-30.....7 AM – 7 PM

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Early Voting Clerk

**AVISO DE VOTACIÓN ADELANTADA EN LOS SITIOS DE VOTACIÓN AUXILIARES**

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

*Angleton (Ubicación Principal).....East Annex, 1524 E Mulberry  
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 Este .....Tom Reid Library, 3522 Liberty Dr  
Pearland Oeste .....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 .....Precinct 4 Building 2, 121 N 10<sup>th</sup> St*

**FECHAS Y HORAS**

*22-26 de abril .....8 AM – 5 PM  
27 de abril .....7 AM – 7 PM  
29-30 de abril .....7 AM – 7 PM*

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*Secretaria de la Votación Adelantada*

## **Adjunto C**

Por la presente se ordena que se llevará a cabo una elección el el sábado 4 de mayo de 2019 para considerar las Posiciones del Concejo Municipal del Distrito A, Distrito D y de la posición 2 general.

vea el adjunto B para los lugares de votación anticipada y tiempos.

Las solicitudes para boletas que se votaran en ausencia por correo deberan enviarse a:

Joyce Hudman, County Clerk

111 E. Locust, Ste 200

Angleton, Texas 77515-4654

o enviado por correo electronico a [CCclerkElections@brazoria-county.om](mailto:CCclerkElections@brazoria-county.om)

Las solicitudes par boletas de votacion adelantada por correo deberan recibirse para el fin de las horas de negocio el 23 de abril de 2019.



# AGENDA COMMENTARY

**Meeting Date:** 2/7/2019

**Department:** Engineering

**Contact:** Michelle Segovia, City Engineer

**Agenda Item:** Consider a final plat of Zuniga Place (located at 4566 County Road 181), being a subdivision of 7.9961 acres in the A.C.H. & B. Survey, Section 26, A-471, Brazoria County, Texas.

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

**Summary:** On December 27, 2018, the Engineering Department received the final Plat of Zuniga Place for review. The property is located at 4566 County Road 181 in the City of Alvin’s Extraterritorial Jurisdiction (ETJ) and is being platted for conveyance of lot 2. This plat complies with all requirements of the City’s Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on January 15, 2019.

Staff recommends approval.

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required  **Date Completed:** 1/30/2019 SLH

**Supporting documents attached:**

- Final Plat of Zuniga Place

**Recommendation:** Move to approve the final plat of Zuniga Place (located at 4566 County Road 181), being a subdivision of 7.9961 acres in the A.C.H. & B. Survey, Section 26, A-471, Brazoria County, Texas.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

STATE OF TEXAS  
COUNTY OF BRAZORIA  
WE, HERMEREJILDO VALDEZ ZUNIGA AND MARILU ZUNIGA, HUSBAND AND WIFE, AND THE TRUSTEES OF THE STEVEN E. PARKS AND GLADYS L. MCGUIRE PARKS REVOCABLE TRUST, OWNERS OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAMES ARE SUBSCRIBED HERETO AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT DEDICATED TO THE PUBLIC FOREVER, ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION HEREIN EXPRESSED. THE OWNER DOES HEREBY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED OR OCCASIONED BY US THE ALTERATION ON THE SURFACE, OR ANY PORTION OF THE STREETS OR DRAINAGE EASEMENTS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND MYSELF, MY HEIRS, SUCCESSORS AND ASSIGNS, TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

WITNESS OUR HAND IN \_\_\_\_\_ COUNTY, TEXAS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

HERMEREJILDO VALDEZ ZUNIGA \_\_\_\_\_

MARILU ZUNIGA \_\_\_\_\_

STEVEN E. PARKS \_\_\_\_\_

GLADYS L. MCGUIRE PARKS \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED HERMEREJILDO VALDEZ ZUNIGA AND MARILU ZUNIGA, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.  
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_\_ OF \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC IN AND FOR THE STATE OF \_\_\_\_\_  
MY COMMISSION EXPIRES ON \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED STEVEN E. PARKS AND GLADYS L. MCGUIRE PARKS, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.  
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_\_ OF \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC IN AND FOR THE STATE OF \_\_\_\_\_  
MY COMMISSION EXPIRES ON \_\_\_\_\_

THIS IS TO CERTIFY THAT I, RICHARD FUSSELL, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4148, OF THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND; AND THAT ALL BLOCK CORNERS, LOT CORNERS, AND PERMANENT REFERENCED MONUMENTS HAVE BEEN SET, THAT PERMANENT CONTROL POINTS WILL BE SET AT THE COMPLETION OF CONSTRUCTION AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME.

\_\_\_\_\_  
RICHARD FUSSELL  
REGISTERED PROFESSIONAL LAND SURVEYOR #4148

STATE OF TEXAS  
COUNTY OF BRAZORIA  
I, JOYCE HUDMAN, COUNTY CLERK, BRAZORIA COUNTY, TEXAS DO HEREBY CERTIFY THAT THE WRITTEN INSTRUMENT WITH ITS AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON \_\_\_\_\_ 20\_\_\_\_ AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN DOCUMENT NUMBER \_\_\_\_\_ BRAZORIA COUNTY MAP RECORDS.

WITNESS MY HAND AND SEAL OF OFFICE, AT ANGLETON, BRAZORIA COUNTY, TEXAS, THE DAY AND DATE LAST WRITTEN ABOVE.

\_\_\_\_\_  
JOYCE HUDMAN  
COUNTY CLERK  
BRAZORIA COUNTY, TEXAS

BY \_\_\_\_\_  
DEPUTY

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

WE, GATEWAY MORTGAGE GROUP, LLC, HOLDING A LIEN UPON THE PROPERTY BEING PLATTED, ACTING BY AND THROUGH GATEWAY MORTGAGE GROUP, LLC, BEING THE HOLDER OF A LIEN AGAINST THE ABOVE DESCRIBED PROPERTY, DOES HEREBY IN ALL THINGS SUBORDINATE TO SAID SUBDIVISION AND DECLARATION THE SAID LIEN AND DOES HEREBY CONFIRM THAT GATEWAY MORTGAGE GROUP, LLC, IS THE PRESENT OWNER OF SAID LIEN AND HAS NOT ASSIGNED THE SAME NOR ANY PART THEREOF.

\_\_\_\_\_  
GATEWAY MORTGAGE GROUP, LLC

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED OWNERS NAME, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.  
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS \_\_\_\_\_ OF \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC IN AND FOR THE STATE OF \_\_\_\_\_  
MY COMMISSION EXPIRES ON \_\_\_\_\_

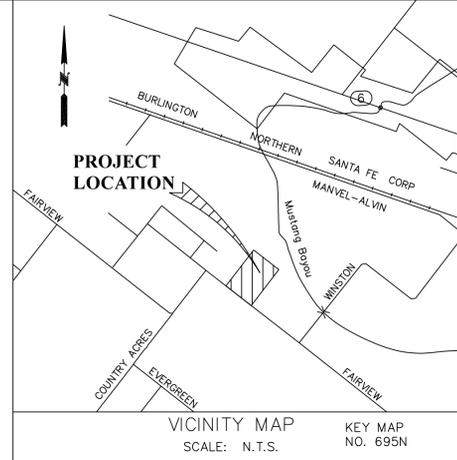
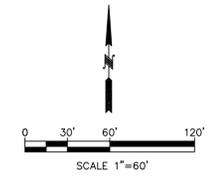
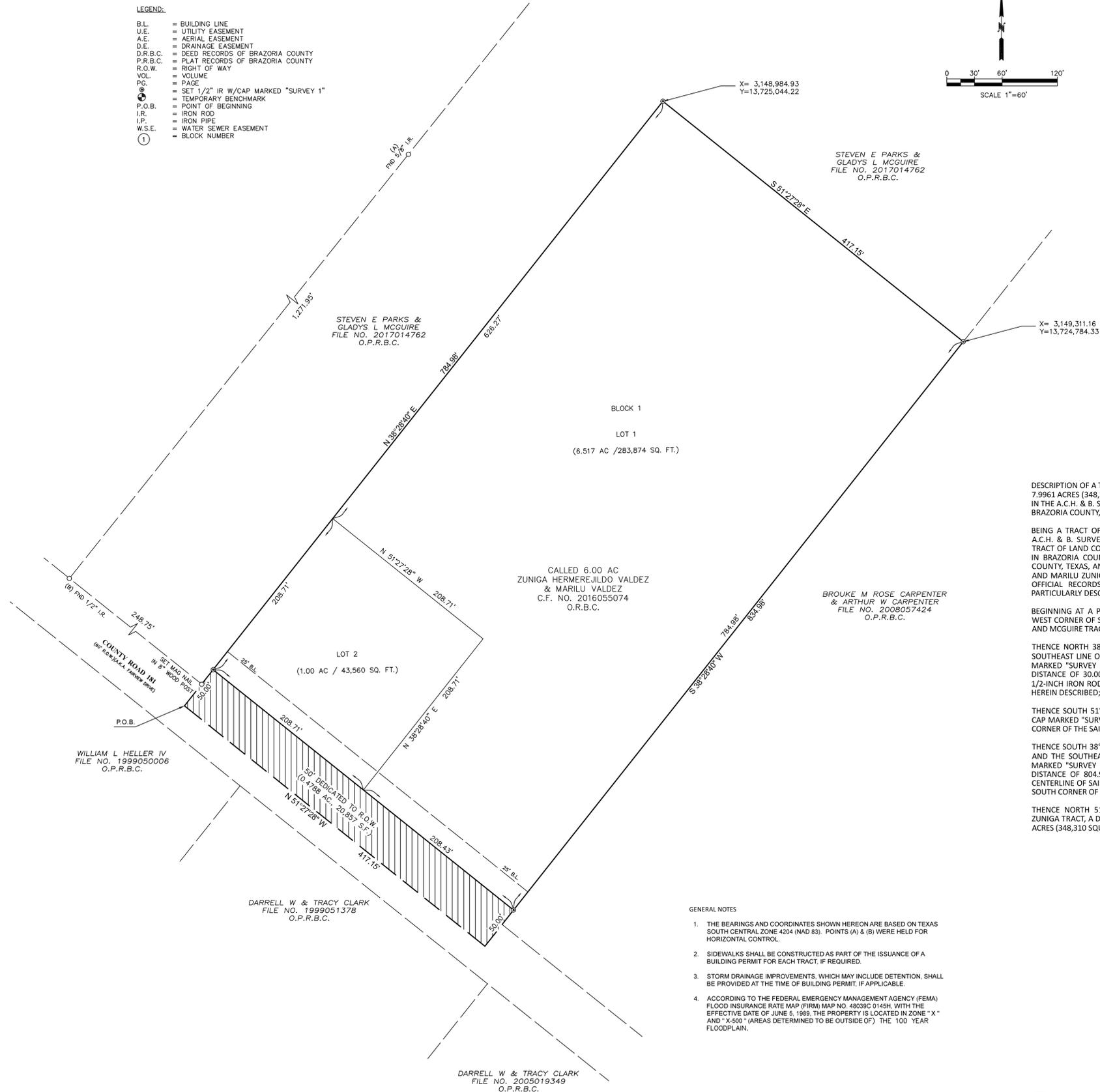
SUBDIVISION APPROVED

\_\_\_\_\_  
MAYOR PAUL HORN

\_\_\_\_\_  
CITY ENGINEER MICHELLE H. SEGOVIA, P.E., CFM

\_\_\_\_\_  
CITY SECRETARY DIXIE ROBERTS, TRMC

- LEGEND:
- B.L. = BUILDING LINE
  - U.E. = UTILITY EASEMENT
  - A.E. = AERIAL EASEMENT
  - D.E. = DRAINAGE EASEMENT
  - D.R.B.C. = DEED RECORDS OF BRAZORIA COUNTY
  - P.R.B.C. = PLAT RECORDS OF BRAZORIA COUNTY
  - R.O.W. = RIGHT OF WAY
  - VOL. = VOLUME
  - PG. = PAGE
  - 1/2" IR W/CAP MARKED "SURVEY 1" = SET 1/2" IR W/CAP MARKED "SURVEY 1"
  - TEMPORARY BENCHMARK = TEMPORARY BENCHMARK
  - P.O.B. = POINT OF BEGINNING
  - I.R. = IRON ROD
  - I.P. = IRON PIPE
  - W.S.E. = WATER SEWER EASEMENT
  - 1 = BLOCK NUMBER



BLOCK 1  
LOT 1  
(6.517 AC / 283,874 SQ. FT.)

LOT 2  
(1.00 AC / 43,560 SQ. FT.)

CALLED 6.00 AC  
ZUNIGA HERMEREJILDO VALDEZ  
& MARILU VALDEZ  
C.F. NO. 2016055074  
O.R.B.C.

BROUKE M ROSE CARPENTER  
& ARTHUR W CARPENTER  
FILE NO. 2008057424  
O.P.R.B.C.

DARRELL W & TRACY CLARK  
FILE NO. 1999051378  
O.P.R.B.C.

DARRELL W & TRACY CLARK  
FILE NO. 2005019349  
O.P.R.B.C.

DESCRIPTION OF A TRACT OF LAND CONTAINING 7.9961 ACRES (348,310 SQUARE FEET) SITUATED IN THE A.C.H. & B. SURVEY, SECTION 26, ABSTRACT 471 BRAZORIA COUNTY, TEXAS

BEING A TRACT OF LAND CONTAINING 7.9961 ACRES (348,310 SQUARE FEET), SITUATED IN THE A.C.H. & B. SURVEY, SECTION 26, ABSTRACT 471, BRAZORIA COUNTY, TEXAS, BEING PART OF A TRACT OF LAND CONVEYED UNTO STEVEN E. PARKS AND GLADYS L. MCGUIRE, BY DEED RECORDED IN BRAZORIA COUNTY CLERK'S FILE NO. 2017014762 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS, AND ALL OF A TRACT OF LAND CONVEYED UNTO HERMEREJILDO VALDEZ ZUNIGA AND MARILU ZUNIGA, BY DEED RECORDED UNDER COUNTY CLERK'S FILE NO. 2016055074 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS. SAID 7.9961-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF COUNTY ROAD 181 (60.00 FEET WIDE) FOR THE WEST CORNER OF SAID ZUNIGA TRACT, THE MOST SOUTHERLY SOUTH CORNER OF THE SAID PARKS AND MCGUIRE TRACT, AND THE WEST CORNER OF THE SAID TRACT HEREIN DESCRIBED;

THENCE NORTH 38°28'40" EAST, WITH THE NORTHWEST LINE OF SAID ZUNIGA TRACT AND THE SOUTHEAST LINE OF SAID PARKS AND MCGUIRE TRACT, PASS A SET 1/2-INCH IRON ROD WITH CAP MARKED "SURVEY 1" IN THE NORTHEAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 181 AT A DISTANCE OF 30.00 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 834.98 FEET TO A SET 1/2-INCH IRON ROD WITH CAP MARKED "SURVEY 1" FOR THE NORTH CORNER OF THE SAID TRACT HEREIN DESCRIBED;

THENCE SOUTH 51°27'28" EAST, A DISTANCE OF 417.15 FEET TO A SET 1/2-INCH IRON ROD WITH CAP MARKED "SURVEY 1" IN THE SOUTHEAST LINE OF SAID PARKS AND MCGUIRE TRACT, FOR EAST CORNER OF THE SAID TRACT HEREIN DESCRIBED;

THENCE SOUTH 38°28'40" WEST, WITH THE SOUTHEAST LINE OF SAID PARKS AND MCGUIRE TRACT AND THE SOUTHEAST LINE OF SAID ZUNIGA TRACT, PASS A SET 1/2-INCH IRON ROD WITH CAP MARKED "SURVEY 1" IN THE NORTHEAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 181 AT A DISTANCE OF 804.98 FEET AND CONTINUING FOR A TOTAL DISTANCE OF 834.98 FEET TO THE CENTERLINE OF SAID COUNTY ROAD 181 FOR THE SOUTH CORNER OF SAID VALDEZ TRACT AND THE SOUTH CORNER OF THE SAID TRACT HEREIN DESCRIBED;

THENCE NORTH 51°27'28" WEST, WITH SAID CENTERLINE AND THE SOUTHWEST LINE OF SAID ZUNIGA TRACT, A DISTANCE OF 417.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.9961 ACRES (348,310 SQUARE FEET), MORE OR LESS.

- GENERAL NOTES
1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON TEXAS SOUTH CENTRAL ZONE 4204 (NAD 83). POINTS (A) & (B) WERE HELD FOR HORIZONTAL CONTROL.
  2. SIDEWALKS SHALL BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT, IF REQUIRED.
  3. STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, SHALL BE PROVIDED AT THE TIME OF BUILDING PERMIT, IF APPLICABLE.
  4. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 48039C 0145H, WITH THE EFFECTIVE DATE OF JUNE 5, 1989, THE PROPERTY IS LOCATED IN ZONE "X" AND "X-500" (AREAS DETERMINED TO BE OUTSIDE OF) THE 100 YEAR FLOODPLAIN.

### FINAL PLAT OF ZUNIGA PLACE

A SUBDIVISION OF 7.9961 ACRES (348,310 SQ FT)  
IN THE A. C. H. & B. SURVEY, SECTION 26 A-471  
BRAZORIA COUNTY, TEXAS

www.survey1inc.com  
survey1@survey1inc.com  
**Survey 1, Inc.**  
Your Land Survey Company  
Firm Registration No. 100758-00  
P.O. Box 2543 | Alvin, TX 77511 | (281)393-1382  
PROJECT NO. 11-68345-18

1 BLOCK 2 LOTS  
JANUARY 9, 2019  
OWNERS:  
HERMEREJILDO VALDEZ ZUNIGA AND  
MARILU ZUNIGA  
4566 COUNTY ROAD 181  
ALVIN, TEXAS  
713-248-1469



# AGENDA COMMENTARY

**Meeting Date:** 2/7/2019

**Department:** Engineering

**Contact:** Michelle Segovia, City Engineer

**Agenda Item:** Consider the Master Preliminary Plat of Mustang Ridge (located along Mustang Road, across from Alvin Community College), being a planned unit development of 35.35 acres of land located in the H.T.& B.R.R. Company Survey, A-225, City of Alvin, Brazoria County, Texas.

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

**Summary:** On December 27, 2018, the Engineering Department received the master preliminary plat of Mustang Ridge for review. The property is located along Mustang Road across from Alvin Community College and next to Melbourne Senior Apartments. This master preliminary plat consists of 164 single-family residential lots, 12 reserves, and 3 blocks, and complies with the City of Alvin’s Planned Unit Development section of the Subdivision Ordinance.

The City Planning Commission considered the plat at their meeting on January 15, 2019. Commission Member Vela recommended approval of the plat which was seconded by Commission Member Buckelew, the plat was approved 8 votes to 2 votes. Commission Members Kelinske and Buckelew voted to deny the plat. In discussion Commission Member Kelinske indicated that the green space provided is primarily small tracts of left-over land that the Developer cannot use and not a true useable amenity for the subdivision. Commission Member Buckelew did not give a reason for his “no” vote.

Staff recommends approval of the plat as revised.

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required  **Date Completed:** 1/30/2019 SLH \_\_\_\_\_

**Supporting documents attached:**

- Master Preliminary Plat of Mustang Ridge

**Recommendation:** Move to approve the Master Preliminary Plat of Mustang Ridge (located along Mustang Road, across from Alvin Community College), being a planned unit development of 35.35 acres of land located in the H.T.& B.R.R. Company Survey, A-225, City of Alvin, Brazoria County, Texas.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

FINAL PLAT OF ALVIN  
FAIRWAY LAKE PROPERTY  
RESERVE "A"  
DOC. NO. 2018038022 B.C.P.R.

CALLED 10.00 ACRES  
WHITESTONE HOLDINGS, LLC  
DOC. NO. 2018033517, B.C.P.R.

PLAT OF MEYERLAND 5  
VOL. 9, PG. 130, B.C.P.R.

PROPOSED MUSTANG  
RIDGE SEC. 2

COMMERCIAL RESERVE "A"  
MELBOURNE SENIOR APARTMENTS  
DOC. NO. 2008052476, B.C.P.R.

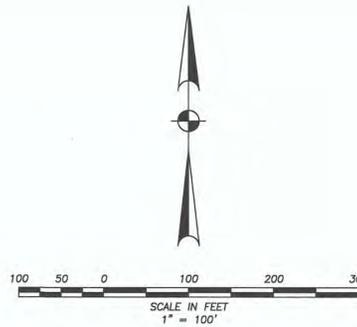
MELBOURNE DEVELOPMENT PARTNERS, L.P.  
CALLED 7.3160 ACRES  
DOC. NO. 2007081513, B.C.P.R.

H.T. & B.R.R. CO.  
A-225

FINAL PLAT OF ALVIN  
FAIRWAY LAKE PROPERTY  
RESERVE "B"  
(LAKE TRACT)  
DOC. NO. 2018038022 B.C.P.R.

ALVIN COMMUNITY COLLEGE  
PORTION OF LOT 65 OF THE  
E. J. BIERING SUBDIVISION  
CALLED 15.420 ACRES  
VOL. 803 PG. 233, B.C.D.R.

ALVIN COMMUNITY COLLEGE  
LOT 68 BEING A PORTION OF THE E.J.  
BIERING SUBDIVISION  
CALLED 24.895 ACRES, VOL. 1280, PAGE  
900, B.C.D.R.  
A PORTION OF THE O. SMITH  
SUBDIVISION  
CALLED 24.91 ACRES,  
VOLUME 8, PAGE 69, B.C.D.R.



VICINITY MAP  
NOT TO SCALE

OPEN SPACE CALCULATION

CITY OF ALVIN REQUIREMENT IS 7% OF AREA.  
35.35 ACRES x 7% = 2.475 ACRES  
PROVIDED SPACE:  
DETENTION  
2% OF 0.551 ACRE 0.011 ACRE  
GREEN SPACE 2.468 ACRES  
TOTAL PROVIDED: 2.479 ACRES

LINE TABLE		
LINE	BEARING	LENGTH
L1	N20°08'51"W	6.00
L2	S69°02'09"W	4.00

DEVELOPMENT TABLE

LOTTED AREA	22.621 ACRES
EASEMENTS	2.935 ACRES
GREEN SPACE	2.468 ACRES
MITIGATION	0.551 ACRE
PIPELINE	0.751 ACRE
RIGHT-OF-WAY	6.027 ACRES
<b>TOTAL AREA</b>	<b>35.353 ACRES</b>

GENERAL NOTES

- ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP No. 48039C0165H, REVISED DATE OF JUNE 5, 1989, THE SURVEYED PROPERTY LIES WITHIN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, "X" (SHADED), AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD, AND ZONE "AE", SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT, BASE FLOOD ELEVATION OF 36.00'.
- LOT SIZES INDICATED ON THE PROPOSED SECTIONS ARE THE PROPOSED GENERAL LOT WIDTHS AND DEPTHS. DETAILED DIMENSIONS TO BE DEVELOPED WITH EACH PLATED SECTION.
- BUILDING LINES WILL BE 20' IN FRONT AND 10' ON SIDE STREET LOTS.
- FUTURE ROAD RIGHT-OF-WAY WIDTHS INDICATED.

MASTER PRELIMINARY PLAT OF  
MUSTANG RIDGE

A PLANNED UNIT DEVELOPMENT OF 35.35 ACRES OF  
LAND LOCATED IN H.T. & B.R.R. CO. SURVEY, A-225,  
CITY OF ALVIN,  
BRAZORIA COUNTY, TEXAS

164 LOTS 3 BLOCKS 12 RESERVES

DATE: JANUARY 9, 2019 SCALE: 1" = 100'

OWNER:

PULTE HOMES OF TEXAS, LP  
16670 PARK ROW, SUITE 100, HOUSTON TEXAS 77084

ENGINEER

**r.g.miller**  
engineers

16340 Park Ten Place - Suite 350  
Houston, Texas 77084  
(713) 461-9800

TEXAS FIRM REGISTRATION NO. F-487

SURVEYOR

**MILLER**  
SURVEY GROUP

1760 WEST SAM HOUSTON PARKWAY NORTH, HOUSTON TEXAS 77043  
PHONE 713-413-1900 FAX 713-413-1944

TEXAS FIRM REGISTRATION NO. 10047100  
BRIAN E. WILSON, R.P.L.S.

JACK P. MILLER, P.E.

SHEET 1 OF 1

SYMBOL	DESCRIPTION	RESERVE USE	AREA
(A)	RESTRICTED RESERVE "A"	RESTRICTED TO GREEN SPACE USE	0.160 AC. - 6,969 S.F.
(B)	RESTRICTED RESERVE "B"	RESTRICTED TO DETENTION/DRAINAGE USE	1.853 AC. - 80,716 S.F.
(C)	RESTRICTED RESERVE "C"	RESTRICTED TO GREEN SPACE USE	1.439 AC. - 62,681 S.F.
(D)	RESTRICTED RESERVE "D"	RESTRICTED TO PIPELINE/UTILITY USE	0.751 AC. - 32,732 S.F.
(E)	RESTRICTED RESERVE "E"	RESTRICTED TO GREEN SPACE USE	0.107 AC. - 4,660 S.F.
(F)	RESTRICTED RESERVE "F"	RESTRICTED TO GREEN SPACE USE	0.102 AC. - 4,454 S.F.
(G)	RESTRICTED RESERVE "G"	RESTRICTED TO DETENTION/DRAINAGE USE	1.082 AC. - 47,139 S.F.
(H)	RESTRICTED RESERVE "H"	RESTRICTED TO MITIGATION USE	0.551 AC. - 23,978 S.F.
(I)	RESTRICTED RESERVE "I"	RESTRICTED TO GREEN SPACE USE	0.321 AC. - 13,995 S.F.
(J)	RESTRICTED RESERVE "J"	RESTRICTED TO GREEN SPACE USE	0.202 AC. - 8,810 S.F.
(K)	RESTRICTED RESERVE "K"	RESTRICTED TO GREEN SPACE USE	0.137 AC. - 5,980 S.F.
TOTAL			6.705 AC. - 292,114 S.F.



# AGENDA COMMENTARY

**Meeting Date:** 2/7/2019

**Department:** City Attorney

**Contact:** Suzanne L. Hanneman, City Attorney

**Agenda Item:** Consider Ordinance 19-C, annexing 23.004 acres of land, more or less, into the corporate limits of the City, for Forest Heights Section 7; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date.

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

**Summary:** On November 1, 2018, Lando Development Ltd., petitioned the City to annex approximately 23.004 acres for the purpose of constructing Forest Heights, Section 7. Council authorized the commencement of annexation procedures on November 15, 2018, in Resolution 18-R-40.

Public hearings were held on January 3, 2019 and January 17, 2019. This ordinance, upon passage of the second reading, will finalize the annexation of approximately 23.004 acres of land for Forest Heights, Section 7, located along the proposed FM 528 extension between Business 35 and State Highway 6 in Brazoria County, Texas. The Ordinance includes the Municipal Service Plan.

Staff recommends approval of Ordinance 19-C.

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required  **Date Completed:** 1/30/2019 SLH

## Supporting documents attached:

- Ordinance 19-C with attachments

**Recommendation:** Move to approve Ordinance 19-C, annexing 23.004 acres of land, more or less, into the corporate limits of the City, for Forest Heights Section 7; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

**ORDINANCE NO. 19-C**

**AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, ANNEXING 23.004 ACRES OF LAND, MORE OR LESS, INTO THE CORPORATE LIMITS OF THE CITY, FOR FOREST HEIGHTS, SECTION 7, LOCATED ALONG THE PROPOSED FM 528 EXTENSION BETWEEN BUSINESS 35 AND STATE HIGHWAY 6; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Alvin, Texas, (the “City”) is a home-rule municipality authorized by State law and Charter to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, on November 1, 2018, the City received a request and petition for annexation from the owner of the property, as hereinafter described, in compliance with the Texas Local Government Code and Section 5 of Article I of the City Charter;

**WHEREAS**, the territory, as hereinafter described, is adjacent to the present City limits;

**WHEREAS**, the City Council authorized the commencement of annexation procedures with respect to the subject property described in Exhibit A on November 15, 2018, in Resolution 18-R-40;

**WHEREAS**, the two (2) separate public hearings, publications and notices were provided prior to consideration of this Ordinance, in accordance with the Texas Local Government Code;

**WHEREAS**, the City intends to provide services to the property to be annexed according to the Service Plan attached hereto as Exhibit “B;”

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

**Section 1.** That all the above premises and findings of fact are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

**Section 2.** That the following described property not previously annexed by the City, (hereinafter referred to as the “Annexed Property”), is hereby annexed into the corporate limits of the City of Alvin:

A tract of 23.004 acres of land, being situated in Lots 63 and 62 of The Hooper and Wade Survey, Section 23, Abstract 420, and out of Lots 8, 9, and 10 of Pierce’s Addition of the Hooper and Wade Survey, Section 24, Abstract 485, Brazoria County, Texas, and being more particularly shown and described in the Exhibit “A,” attached hereto and incorporated herein for all purposes.

**Section 3.** That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit “B.”

**Section 4.** That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit “B,” and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

**Section 5.** That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Alvin.

**Section 6.** That the Annexed Property shall be assigned to Council District A.

**Section 7.** That 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 8.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.

**Section 9.** That 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, Chapter 551 of the Texas Government Code.

**PASSED and APPROVED** on the \_\_\_\_ day of February 2019.

**THE CITY OF ALVIN, TEXAS**

**ATTEST**

By: \_\_\_\_\_  
Paul A. Horn, Mayor

By: \_\_\_\_\_  
Dixie Roberts, City Secretary

**EXHIBIT "A"**

**Petition for Annexation with  
Description of Property**

STATE OF TEXAS                    §  
  §  
COUNTY OF BRAZORIA           §

**REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF ALVIN  
FOR ANNEXATION OF PROPERTY**

**WHEREAS**, the undersigned is the owner of a certain tract of property located within Brazoria County, Texas, such property more particularly described hereinafter by true and correct legal description (referred to herein as the “subject property”);

**WHEREAS**, the undersigned has sought the annexation of the subject property by the City of Alvin, Texas (hereinafter sometimes referred to as “City”), in order to obtain the benefits of City services to the subject property by the City;

**WHEREAS**, the subject property is contiguous and adjacent to the corporate limits of the City;

**WHEREAS**, the City, pursuant to §43.021 of the Texas Local Government Code and the request of the property owner, is authorized to annex the subject property; and

**WHEREAS**, the undersigned agrees and consents to the annexation of the subject property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

**NOW THEREFORE**, the undersigned by this Petition and Request:

**SECTION ONE:** Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Alvin, Texas, of all portions of the subject property not previously annexed into the City and further described as follows:

A tract of 23.004 acres of land, being situated in Lots 63 and 62 of The Hooper and Wade Survey, Section 23, Abstract 420, and out of Lots 8, 9, and 10 of Pierce’s Addition of the Hooper and Wade Survey, Section 24, Abstract 485, Brazoria County, Texas, and being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

**SECTION TWO:** Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water, and general governmental services as set forth in the municipal services plan.

**SECTION THREE:** Acknowledges and represents having received, read and understood the attached “draft” Service Plan, attached hereto as Exhibit “B” (proposed to be applicable to and adopted for the subject property), and that such “draft” Service Plan is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and preparation of a final Municipal Service Plan, publish notice, and hold the requisite public

hearings thereon, in accordance with the applicable laws of the State of Texas.

**SECTION FOUR:** Acknowledges that the undersigned understands and agrees that all city services to the subject property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Municipal Service Plan.

**SECTION FIVE:** Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Alvin and in the real property records of Brazoria County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the subject property.

FILED this 1<sup>ST</sup> day of NOVEMBER 2018, with the City Secretary of the City of Alvin, Brazoria County, Texas.

Petitioner: **Lando Development Ltd.**

By:   
ANUAR TAGER, Vice-President

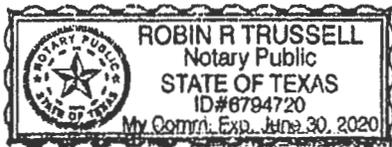
STATE OF TEXAS §

COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Anuar Tager of Lando Development Ltd., Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 1<sup>st</sup> day of November 2018.

(SEAL)



  
Notary Public - State of Texas

**Exhibit "A"**

**DESCRIPTION OF THE SUBJECT PROPERTY**

A tract of 23.004 acres of land, being situated in Lots 63 and 62 of The Hooper and Wade Survey, Section 23, Abstract 420, and out of Lots 8, 9, and 10 of Pierce's Addition of the Hooper and Wade Survey, Section 24, Abstract 485, Brazoria County, Texas, and being more fully described in the attached.





BE SURE TO...  
 1. READ THE ENTIRE PLAN...  
 2. CHECK THE DIMENSIONS...  
 3. VERIFY THE LOT LINES...  
 4. CONFIRM THE ROAD RIGHTS...  
 5. CHECK THE UTILITY LOCATIONS...  
 6. VERIFY THE SETBACKS...  
 7. CONFIRM THE EASEMENTS...  
 8. CHECK THE SURVEY DATA...  
 9. VERIFY THE LEGAL DESCRIPTION...  
 10. CONFIRM THE PROJECT NAME...

**NOTES:**  
 1. THIS PLAN IS THE PROPERTY OF...  
 2. THE SURVEY WAS CONDUCTED...  
 3. THE DIMENSIONS ARE AS SHOWN...  
 4. THE ROAD RIGHTS ARE AS SHOWN...  
 5. THE UTILITY LOCATIONS ARE AS SHOWN...  
 6. THE SETBACKS ARE AS SHOWN...  
 7. THE EASEMENTS ARE AS SHOWN...  
 8. THE SURVEY DATA IS AS SHOWN...  
 9. THE LEGAL DESCRIPTION IS AS SHOWN...  
 10. THE PROJECT NAME IS AS SHOWN...

**LEGAL DESCRIPTION:**  
 A DEVELOPMENT OF 20.04 ACRES  
 BEING SITUATED IN LOTS 8, 9, 10, 11  
 AND OUT OF LOT 8 & 10 OF  
 PIERCE'S ADDITION OF THE  
 HOOPERVILLE PLAT, SECTION 7,  
 T29N, R10E, BRAZORIA COUNTY, TEXAS.

### FINAL PLAT OF FOREST HEIGHTS SECTION SEVEN

A DEVELOPMENT OF 20.04 ACRES  
 BEING SITUATED IN LOTS 8, 9, 10, 11  
 AND OUT OF LOT 8 & 10 OF  
 PIERCE'S ADDITION OF THE  
 HOOPERVILLE PLAT, SECTION 7,  
 T29N, R10E, BRAZORIA COUNTY, TEXAS.

9 BLOCKS 88 LO 5 18 RESERVES  
 JULY 13, 2018 JOB NO. EHS233 1501 202  
 CHERRY,  
 LANDO DEVELOPMENT, LTD.  
 2017 CALLENDAR AVENUE, SUITE 100  
 HOOPERVILLE, TEXAS 77445  
 PHONE: 713-237-7825

SURVEYOR  
**LJA Surveyors, Inc.**  
 7438 Ever Lane  
 Deer Park, Texas 77428  
 77326  
 TSP 1.5 Form No. 010387

DANIEL SCOTT ENGINEERING, LLC  
 10000 WESTWIND DRIVE, SUITE 100  
 HOOPERVILLE, TEXAS 77445  
 PHONE: (281) 319-8030 (EXT. 103)  
 EMAIL: DSCOTT@DSE-ENGINEERING.COM

**RESERVE TABLE**

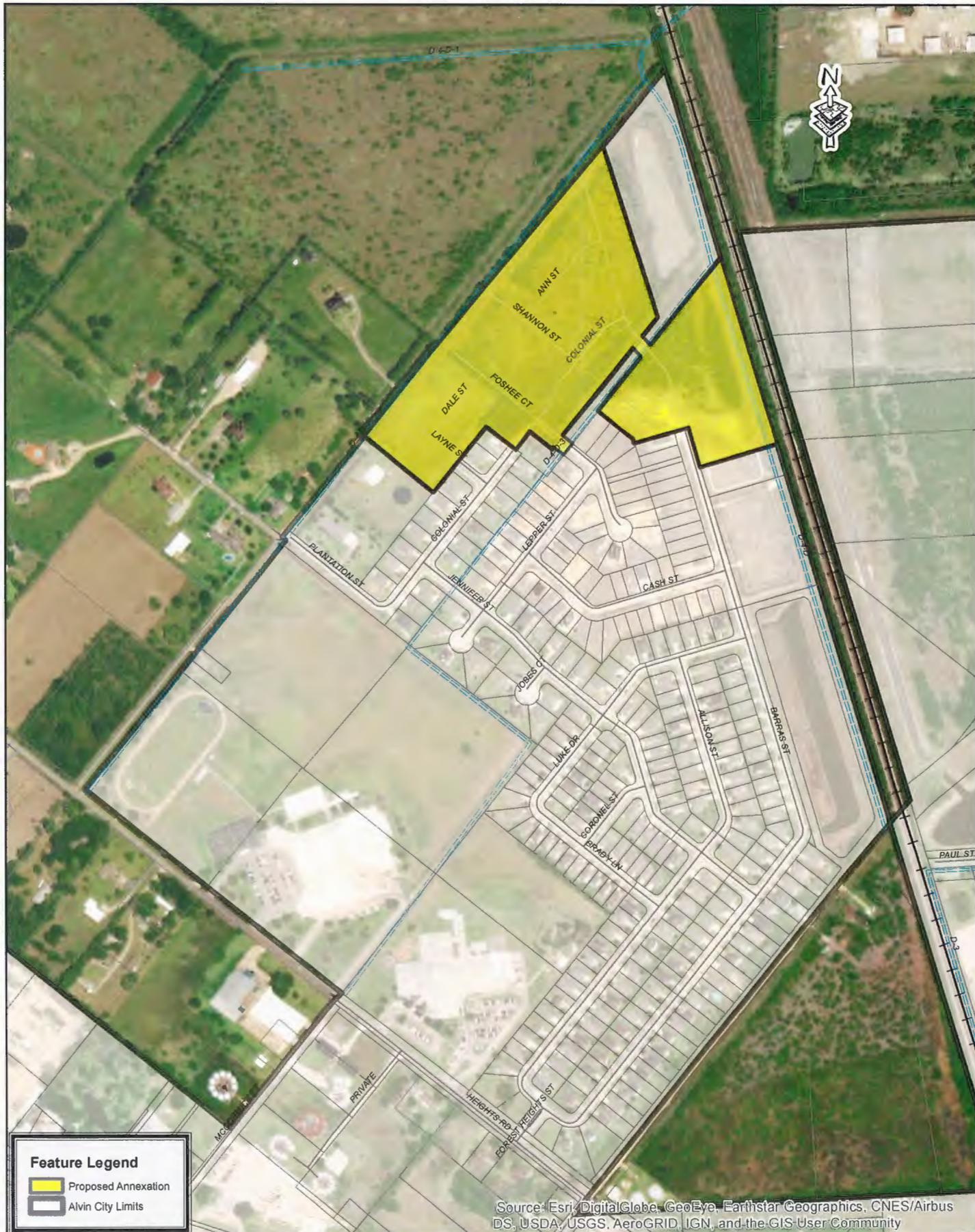
LOT #	ACRES	RESERVE #	RESERVE AREA	RESERVE TYPE
1	0.145	1	0.145	GREEN SPACE
2	0.145	1	0.145	GREEN SPACE
3	0.145	1	0.145	GREEN SPACE
4	0.145	1	0.145	GREEN SPACE
5	0.145	1	0.145	GREEN SPACE
6	0.145	1	0.145	GREEN SPACE
7	0.145	1	0.145	GREEN SPACE
8	0.145	1	0.145	GREEN SPACE
9	0.145	1	0.145	GREEN SPACE
10	0.145	1	0.145	GREEN SPACE
11	0.145	1	0.145	GREEN SPACE
12	0.145	1	0.145	GREEN SPACE
13	0.145	1	0.145	GREEN SPACE
14	0.145	1	0.145	GREEN SPACE
15	0.145	1	0.145	GREEN SPACE
16	0.145	1	0.145	GREEN SPACE
17	0.145	1	0.145	GREEN SPACE
18	0.145	1	0.145	GREEN SPACE
19	0.145	1	0.145	GREEN SPACE
20	0.145	1	0.145	GREEN SPACE
21	0.145	1	0.145	GREEN SPACE
22	0.145	1	0.145	GREEN SPACE
23	0.145	1	0.145	GREEN SPACE
24	0.145	1	0.145	GREEN SPACE
25	0.145	1	0.145	GREEN SPACE
26	0.145	1	0.145	GREEN SPACE
27	0.145	1	0.145	GREEN SPACE
28	0.145	1	0.145	GREEN SPACE
29	0.145	1	0.145	GREEN SPACE
30	0.145	1	0.145	GREEN SPACE
31	0.145	1	0.145	GREEN SPACE
32	0.145	1	0.145	GREEN SPACE
33	0.145	1	0.145	GREEN SPACE
34	0.145	1	0.145	GREEN SPACE

LOT #	BLOCK	BLK. FT.	LOT #	LOT #	BLK. FT.
1	1	3,500	35	1	3,500
2	1	3,500	36	1	3,500
3	1	3,500	37	1	3,500
4	1	3,500	38	1	3,500
5	1	3,500	39	1	3,500
6	1	3,500	40	1	3,500
7	1	3,500	41	1	3,500
8	1	3,500	42	1	3,500
9	1	3,500	43	1	3,500
10	1	3,500	44	1	3,500
11	1	3,500	45	1	3,500
12	1	3,500	46	1	3,500
13	1	3,500	47	1	3,500
14	1	3,500	48	1	3,500
15	1	3,500	49	1	3,500
16	1	3,500	50	1	3,500
17	1	3,500	51	1	3,500
18	1	3,500	52	1	3,500
19	1	3,500	53	1	3,500
20	1	3,500	54	1	3,500
21	1	3,500	55	1	3,500
22	1	3,500	56	1	3,500
23	1	3,500	57	1	3,500
24	1	3,500	58	1	3,500
25	1	3,500	59	1	3,500
26	1	3,500	60	1	3,500
27	1	3,500	61	1	3,500
28	1	3,500	62	1	3,500
29	1	3,500	63	1	3,500
30	1	3,500	64	1	3,500
31	1	3,500	65	1	3,500
32	1	3,500	66	1	3,500
33	1	3,500	67	1	3,500
34	1	3,500	68	1	3,500

LOT #	BLK. FT.	LOT #	BLK. FT.
1	3,500	35	3,500
2	3,500	36	3,500
3	3,500	37	3,500
4	3,500	38	3,500
5	3,500	39	3,500
6	3,500	40	3,500
7	3,500	41	3,500
8	3,500	42	3,500
9	3,500	43	3,500
10	3,500	44	3,500
11	3,500	45	3,500
12	3,500	46	3,500
13	3,500	47	3,500
14	3,500	48	3,500
15	3,500	49	3,500
16	3,500	50	3,500
17	3,500	51	3,500
18	3,500	52	3,500
19	3,500	53	3,500
20	3,500	54	3,500
21	3,500	55	3,500
22	3,500	56	3,500
23	3,500	57	3,500
24	3,500	58	3,500
25	3,500	59	3,500
26	3,500	60	3,500
27	3,500	61	3,500
28	3,500	62	3,500
29	3,500	63	3,500
30	3,500	64	3,500
31	3,500	65	3,500
32	3,500	66	3,500
33	3,500	67	3,500
34	3,500	68	3,500

THIS PLAN IS THE PROPERTY OF...  
 THE SURVEY WAS CONDUCTED...  
 THE DIMENSIONS ARE AS SHOWN...  
 THE ROAD RIGHTS ARE AS SHOWN...  
 THE UTILITY LOCATIONS ARE AS SHOWN...  
 THE SETBACKS ARE AS SHOWN...  
 THE EASEMENTS ARE AS SHOWN...  
 THE SURVEY DATA IS AS SHOWN...  
 THE LEGAL DESCRIPTION IS AS SHOWN...  
 THE PROJECT NAME IS AS SHOWN...

LOT #	BLK. FT.	LOT #	BLK. FT.
1	3,500	35	3,500
2	3,500	36	3,500
3	3,500	37	3,500
4	3,500	38	3,500
5	3,500	39	3,500
6	3,500	40	3,500
7	3,500	41	3,500
8	3,500	42	3,500
9	3,500	43	3,500
10	3,500	44	3,500
11	3,500	45	3,500
12	3,500	46	3,500
13	3,500	47	3,500
14	3,500	48	3,500
15	3,500	49	3,500
16	3,500	50	3,500
17	3,500	51	3,500
18	3,500	52	3,500
19	3,500	53	3,500
20	3,500	54	3,500
21	3,500	55	3,500
22	3,500	56	3,500
23	3,500	57	3,500
24	3,500	58	3,500
25	3,500	59	3,500
26	3,500	60	3,500
27	3,500	61	3,500
28	3,500	62	3,500
29	3,500	63	3,500
30	3,500	64	3,500
31	3,500	65	3,500
32	3,500	66	3,500
33	3,500	67	3,500
34	3,500	68	3,500



# Proposed Forest Heights Sec. 7 Annexation

Rev. Date 10/4/2018  
Engineering Dept.

**Exhibit "B"**

**MUNICIPAL SERVICES PLAN  
FOR PROPERTY TO BE  
ANNEXED INTO THE CITY OF ALVIN**

**WHEREAS**, the City of Alvin, Texas (the "City") intends to institute annexation proceedings for a tract of land described more fully hereinafter (referred to herein as the "subject property");

**WHEREAS**, Section 43.056 of the Texas Local Government Code, requires a service plan be adopted with the annexation ordinance;

**WHEREAS**, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

**WHEREAS**, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits, and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

**WHEREAS**, it is found that all statutory requirements have been satisfied and the City is authorized by Chapter 43 of the Texas Local Government Code to annex the subject property into the City;

**NOW, THEREFORE**, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD and the volunteer fire department.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the regulatory jurisdiction of the City shall be extended to include the annexed area, and all property therein shall be subject to the City's police power regulations as set forth in state law and duly adopted ordinances.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subject property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subject property, or applicable portions thereof, by the utility holding a wastewater CCN for the subject property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject property's owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject property as required in City ordinances. Upon acceptance of the wastewater lines within the subject property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in exhibits attached to the Annexation Ordinance to which this Service Plan is attached.



# AGENDA COMMENTARY

Meeting Date: 2/7/2019

Department: Parks and Recreation

Contact: Dan Kelinske, Director

**Agenda Item:** Consider a License Agreement for Exclusive Use of City Property between the City of Alvin and the Alvin Sunrise Rotary Foundation for the Music Fest and Bar-B-Q Cook-off to be held at Briscoe Park from Friday, March 22, 2019 to Sunday, March 24, 2019; and authorize the City Manager to sign said agreement.

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

**Summary:** The Alvin Sunrise Rotary Foundation has requested the City issue a license agreement for the purpose of holding a fundraising event, Music Fest and Bar-B-Q Cook-Off (March 22 - 24, 2019) in Briscoe Park to include food and alcoholic beverages, music and other entertainment.

Alvin Sunrise Rotary Foundation shall:

- Adhere to governmental regulations concerning the sale of food and alcohol and obtain appropriate permits
- Adhere to City's noise ordinance and obtain appropriate sound/noise permit
- Fence the park area used exclusively for the event
- Ensure the deployment of police for security and pay the cost of City of Alvin police officers to perform security and/or traffic control
- Maintain the property in clean condition
- Abide by all terms of the Community Wide Event Application, including insurance requirements

The City shall:

- Contribute \$18,000 of Hotel Occupancy Tax funds thru the H.O.T. fund grant program
- Authorize Alvin Sunrise Foundation to sell alcoholic beverages on City property
- Waive tent permit fees for individual participating cooks/cook teams
- Waive park user fees as outlined in the Community Wide Event Application
- Provide up to 15 hours of the Alvin Fire Marshal or Assistant Fire Marshal's time inspection of cooks and other Fire Safety and Prevention services required by the City
- Provide barricades and cones for street closure
- Provide APD forklift and portable freezer/refrigerator for event purposes at no cost
- Provide EMS personnel and ambulance
- Provide Mobile Command Truck
- Provide portable restroom
- Provide up to 20 picnic tables and 30 trash barrels with liners
- Provide electricity and water, where already furnished

**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: \_\_\_\_\_

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**Supporting documents attached:**

- License Agreement for Exclusive Use of City Property
  - Community Wide Event Application
  - Res. 14-R-37 Donation Agreement
- 

**Recommendation:** Move to approve the License Agreement for Exclusive Use of City Property between the City of Alvin and the Alvin Sunrise Rotary Foundation for the Music Fest and Bar-B-Q Cook-off to be held at Briscoe Par from Friday, March 22, 2019 to Sunday, March 24, 2019; and authorize the City Manager to sign said agreement.

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Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

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

**THIS LICENSE AGREEMENT** (“Agreement”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Alvin, a municipal corporation (“the City”), and Alvin Sunrise Rotary Foundation, a Domestic Non-Profit Corporation (“Licensee”).

**RECITALS:**

- A. The Licensee hereby requests use of a city park for a fundraising event for the Alvin Sunrise Rotary Foundation and agrees to abide by all rules and procedures as set forth by the City.
- B. Licensee has requested the City to issue Licensee a license for the purpose of holding the Alvin Music Festival and Cook-Off in the city park known as Briscoe Park, located at 3625 Briscoe Drive, Alvin, Texas, for the purpose of providing music and other entertainment. Licensee will have exclusive use of the city park, charge admission to the public to enter the city park property, and sell beer, food, and other items.
- C. The City and Licensee entered into a donation agreement signed by Mayor Paul Horn with authorization from the City Council on December 18, 2015, which granted the Licensee naming rights to the pavilion located at Briscoe Park, and exclusive use of the park for one (1) week per year for seven (7) years, up to and including the year 2021.

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

**1. Licensed Property.** The licensed property consists of that city park property highlighted on the map attached as Exhibit A, (the “Licensed Property”), known as Briscoe Park, located at 3625 Briscoe Drive, Alvin, Texas. The Licensee accepts the property “as is” and the City makes no warranty or guarantee as to the suitability of said property for the purpose of a fundraising event involving the sale of beer and food and providing music and other entertainment.

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

**3. Term of License.** This License shall begin Monday, March 18, 2019, at 6:00 a.m. and continue through Sunday, March 24, 2019, at 5:00 p.m. (a period of approximately seven (7) consecutive days), unless revoked earlier by the City at its sole discretion.

**4. Operation Requirements.**

Licensee agrees to the following:

- a. Licensee shall adhere to all local, state and federal regulations concerning the sale and distribution of food and alcohol, including obtaining a food/beverage sales permit and alcoholic beverage distribution requirements and permit.
- b. Licensee shall obtain a sound and noise permit. The approval of said permit shall exempt the Licensee from the current maximum permissible sound levels outlined in Section 15-9.2 of the City of Alvin's Code of Ordinances. This exemption is clearly stated in Section 15-9.4 of the Code of Ordinances.
- c. Licensee shall fence the entire Licensed Property area to be used for Licensee's exclusive use.
- d. Licensee qualified as a "Recognized Group" in the Community Wide Event Application and shall provide security personnel for the entire time Licensee sells or distributes alcoholic beverages on Friday, March 22, 2019, beginning at 4:00 p.m. through 12:00 a.m., and again Saturday, March 23, 2019, beginning at 10:00 a.m. through 12:00 a.m., and in accordance with all local, state and federal regulations concerning the sale and distribution of alcoholic beverages.
- e. Licensee shall provide security personnel to perform any traffic control related to the event.
- f. Licensee acknowledges the required security personnel is defined in the "Recognized Group" document to consist of a ratio of one (1) currently certified Texas peace officer to every fifty (50) patrons in the alcohol area, with City of Alvin police personnel given first consideration for paid positions. Licensee further acknowledges the Alvin Chief of Police reserves the right to establish, change or modify the amount and type of peace officers needed.
- g. Licensee shall pay the required City of Alvin police security and traffic control at Licensee's expense.
- h. Licensee and its agents shall maintain the property in a reasonably clean condition, and, at the termination of the license, shall remove all equipment, refuse and any other materials brought onto the property by the Licensee and/or its guests.
- i. Licensee shall abide by all the terms of the Community Wide Event Application, Ordinances and/or Fees that are not excepted in this Agreement.

City agrees to the following:

- a. Authorize Licensee (TABC permit holder) to sell alcoholic beverages on the Licensed Property during the term of the License in accordance with local, state and federal regulations concerning the sale and distribution of alcohol.
- b. Provide necessary barricades and cones for street closures at no cost to Licensee.
- c. Provide Alvin Police Department forklift and portable freezer/refrigerator for event purposes at no cost to Licensee.
- d. Provide onsite EMS personnel and ambulance at no cost to Licensee.
- e. Provide onsite Alvin Office of Emergency Management Mobile Command Truck at no cost to Licensee.
- f. Provide use of the portable restroom, up to 20 picnic tables and 30 trash barrels with liners at no cost to Licensee.
- g. Provide electricity and water, where already furnished, which includes electrical outlets, security lights, athletic field lighting as well as interior and exterior lighting on the concession stand and press box buildings at no cost to Licensee.
- h. Contribute Eighteen Thousand and No/100 Dollars (\$18,000) from the Hotel Occupancy Tax Fund to be used in accordance with the Hotel Occupancy Tax Funding Application submitted by the Alvin Sunrise Rotary Foundation and approved by the Alvin City Council on September 6, 2018.
- i. Provide up to 15 hours of the Alvin Fire Marshall or Assistant Fire Marshall's time for inspection of cookers and other Fire Safety and prevention services required by the City at no cost to Licensee.
- j. Waive tent permit fee for each participating cooker/cook team required by Section 28-2, Code of Ordinances.

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

**6. Indemnification and Insurance.** Licensee shall defend, indemnify and hold harmless the City, its officers, agents, employees, successors and assigns from any and all claims, losses, costs, damages, expenses and liabilities, including reasonable attorneys' fees, for or from loss of life or damage or injury to any person or property of any person or entity, including, without limitation, the agents, officers, employees, invitees and licensees of the City, arising out of, connected with or incidental to, either directly or indirectly, Licensee's negligent use of, construction on, or maintenance of the Licensed Property during the term of this License by Licensee, its employees,

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

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

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

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

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

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

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

- 7.1. Upon the occurrence of any of items (a) through (b) of Section 7, the City may, at its option, exercise any one or more of the following rights and remedies:
- a. deny access to the Licensed Property; or
  - b. terminate this License Agreement; or
  - c. exercise any and all additional rights and remedies that the City may have at law or in equity.

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

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

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

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

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

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

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

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

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

**12. Entire Agreement.** This License constitutes the entire agreement between the parties as of the date hereof. Any provisions of prior licenses, agreements or documents which conflict in any manner with the provisions of this License are hereby specifically declared void and of no effect. Except as otherwise specifically provided, any change in the terms of this Agreement shall be made by an amendment in writing and signed by both parties.

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

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

**16. Notices.** Notices shall be in writing and directed to the parties at the addresses below. Delivery shall be by hand delivery, facsimile, messenger, overnight courier, or via first class U.S. mail.

To the City of Alvin:

City Manager  
216 W. Sealy  
Alvin, TX 77511

To the Licensee:

Name: Alvin Sunrise Rotary Foundation  
Address: P.O. Box 42  
Alvin, Texas 77512

Contact Person: Robert Vasquez  
Phone: 832-347-4106

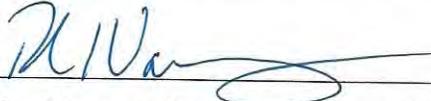
IN WITNESS WHEREOF, the parties hereto have caused this License to be executed as of the date first set forth above.

**CITY OF ALVIN**

By: \_\_\_\_\_  
Junru Roland, City Manager

Date: \_\_\_\_\_

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

Signature:   
Title: President, Alvin Sunrise Rotary Foundation  
Print Name: Robert Vasquez  
Date: 1-30-2019

Attachment: Exhibit A [map]



www.alvin-tx.gov

## CITY OF ALVIN

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

## Parks and Recreation

# COMMUNITY WIDE EVENT APPLICATION

The City of Alvin supports festivals, parades, marches and other community events sponsored by schools, civic clubs, businesses and other groups. All Community Wide Event applications must be filled out completely and accurately. Any required supplemental documents, i.e. food/beverage permit, insurance declaration page, site plan, etc. shall be considered as part of this document and remitted to the Alvin Recreation office via fax 281-331-7516, email [MGrigsby@cityofalvin.com](mailto:MGrigsby@cityofalvin.com) or in person 1100 W. Highway 6 Alvin, TX 77511. All requests **REQUIRE A MINIMUM THIRTY (30) DAY NOTICE** from the receipt date of this completed document to the proposed event start date.

### Definition

The City of Alvin defines a Community Wide Event as a temporary event or gathering of 25 or more persons for a common purpose under the direction or control of a person or entity, using either private or public property that involves one or more of the following activities:

- Closing of a public street
- Blocking or restriction of public property, including public rights-of-way
- Sale of merchandise, food, or beverages on public property
- Placement of a tent or canopy on public property
- Installation of a stage, band shell, trailer, portable building, grandstand or bleachers on public property or on private property where otherwise prohibited by ordinance
- Placement of temporary informational signs including, but not limited to: no parking, directional, identification or special event signs or banners in or over a public right-of-way or on private property where otherwise prohibited by ordinance

A Community Wide Event Parade is a temporary event having a significant assembly of persons that is intended to involve the entire community, held as part of a Community Wide Event sharing one or more of the aforementioned activities and having intentions of being a mass gathering of people.

A **\$25.00 non-refundable "permit to proceed" fee** is required at the time of the submittal of this completed application and can be reflected as a credit toward the total cost of permit fees related to the event. All submittals are considered a request until a "permit to proceed" is issued by the City of Alvin to the Requesting Entity.

### Consideration for waiver of event related fees

The "permit to proceed" fee and certain permit and service fees (see page 8 of this application) shall be waived provided the Requesting Entity meets **ALL** of the following conditions:

- Non-profit holding a 501(c) status as deemed by the IRS with documented proof
  - Acceptable forms of proof include: Texas Sales and Use Tax exemption form, letter from the State of Texas Comptroller of Public Accounts or letter from the IRS
- Majority of fundraising proceeds benefit the Alvin community, documentation of proof upon request
- Written explanation by the Requesting Entity identifying the fees being requested for waiver and reasons the Requesting Entity should be considered for any fee waiver
- Requesting Entity hosts no more than one (1) community wide event per calendar year



## **COMMUNITY WIDE EVENT APPLICATION**

### **Fee Structure for City of Alvin Permits and Services**

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

**\*Non-waivable fees.**

**RESOLUTION NO. 14-R-37**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS APPROVING A DONATION AGREEMENT WITH THE ALVIN SUNRISE ROTARY; WHEREIN THE ALVIN SUNRISE ROTARY WILL DONATE A TOTAL VALUE OF APPROXIMATELY \$51,000 TO THE CITY PARKS DEPARTMENT AND COUNCIL AUTHORIZES EXCLUSIVE USAGE RIGHTS TO BRISCOE PARK BY ALVIN SUNRISE ROTARY FOR ONE WEEK EACH YEAR FOR 7 YEARS FOR THE ALVIN MUSIC FESTIVAL & BBQ COOK-OFF AND COUNCIL FURTHER AUTHORIZES NAMING THE PAVILION LOCATED AT BRISCOE PARK AS THE "ALVIN SUNRISE ROTARY PAVILION" FOR 20 YEARS.**

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

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

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

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

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

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

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

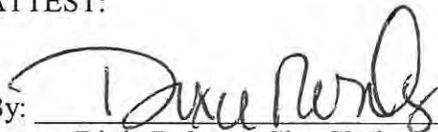
**Section 3.** That the City Council, on behalf of the citizens of the City of Alvin, hereby expresses its appreciation to the Alvin Sunrise Rotary Club, and accepts the generous donations that will total approximately \$51,000 at the end of seven (7) years, to provide much needed money and equipment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

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

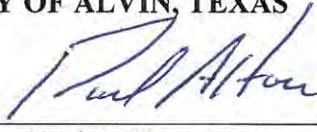
**Section 5. Open Meeting Act.** It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meeting Act, *Chapt. 551, Tex.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

**PASSED AND APPROVED** on this the 18 day of December, 2014.

ATTEST:

By:   
Dixie Roberts, City Clerk

**CITY OF ALVIN, TEXAS**

By:   
Paul A. Horn, Mayor

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

This Donation Agreement (the "Agreement") is made this 18 day of Dec. 2015 ("Effective Date") by and among the Alvin Sunrise Rotary Club (hereinafter referred to as the "Donor"), and the City of Alvin (hereinafter referred to as the "City").

Donor and the City agree as follows:

1. Donor Commitment. Donor pledges a total donation value of Fifty-One Thousand Dollars (\$51,000) to the City over nine years for the benefit of the City Parks.

The City acknowledges and recognizes that Donor previously donated a total of \$10,000 for the benefit of City Parks for rehabilitation of twelve (12) picnic tables in 2013 and eighteen (18) picnic tables in 2014.

Donor hereby pledges that in Year 1 (2015), Donor will make cash donations totaling Eleven Thousand Dollars (\$11,000) for the purchase and installation of wobble spheres (\$3,500) and the purchase of a field sander (\$6,500), and an additional \$1,000 donation for general Park use. It is also understood and agreed that in Years 2-7 (2016-2021), Donor will submit additional donation funds and/or equipment in the amount of Five Thousand Dollars (\$5,000) per year totaling Thirty Thousand Dollars (\$30,000).

2. Payment Schedule. It is understood and agreed that Donor shall submit the Year 1 donation(s) totaling Eleven Thousand Dollars (\$11,000) in full on or before August 1, 2015.

It is further understood and agreed that Donor shall submit Years 2-7 annual \$5,000 donations on or before January 31<sup>st</sup>, beginning 2016, and continuing each year for five (5) additional years with a final payment to be made on or before January 31, 2021.\*

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

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

It is further agreed that in Year 1 (2015) and during Years 2-7 (2016-2021), Donor will have exclusive usage rights for one (1) week during the year to the entire property of Briscoe Park

(designated by the current approximate 42 acres) for the Alvin Music Festival and BBQ cook-off. The date of exclusive usage by Donor shall be approved by the City of Alvin Parks Director and shall not interfere with any City parks' use obligations. Such exclusive use is subject to and contingent upon Donor's timely submission of the annual donations to the City.

This Agreement pertaining to the naming rights of the pavilion as "Alvin Sunshine Rotary Pavilion" shall remain in effect for a period of twenty (20) years, ending January 1, 2034, and is subject to and contingent upon Rotary's submission of full and final donation payments by January 31, 2021. After January 1, 2034, Donor and the City may agree to additional terms for any future naming rights as to be determined by Donor and City Council.

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

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

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

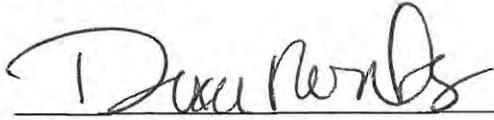
14. Amendment. By mutual consent of the City and Donor, Donor's legally or duly appointed agent or attorney-in-fact, or the personal representative of Donor, any provision of this Agreement may be amended, modified, or deleted. Any such changes, deletions or additions shall be recorded in written signed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

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

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

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

ATTEST:



Dixie Roberts, City Secretary

CITY OF ALVIN

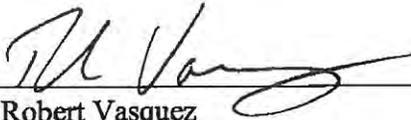


Paul A. Horn, Mayor

**ALVIN SUNRISE ROTARY CLUB**



Michael Hoover  
Title: President



Robert Vasquez  
Title: Past President



# AGENDA COMMENTARY

**Meeting Date:** 2/7/2019

**Department:** City Manager's Office

**Contact:** Junru Roland, City Manager

**Agenda Item:** Consider Resolution 19-R-07, amending the Alvin Museum Agreement related to the Alvin Museum Society's utilization of the former Alvin Post Office building; and authorize the Mayor to sign said agreement subject to legal review.

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

**Summary:** The City owns the former Alvin Post Office facility located at 300 W. Sealy Street, Alvin. In 1998, 2016 and 2017, the City adopted resolutions providing for the Alvin Museum Society's right to occupy and utilize the building for the purpose of collecting, maintaining, preserving and showcasing documentation, artifacts and relics of Alvin's past.

This Resolution amends the current agreement to reflect the following minor changes recommended by staff and the Alvin Museum Society:

- 1.) Clarification that allows the Alvin Museum Society to utilize the entire first floor, including the new storage/work area.
- 2.) Allowing the Alvin Museum Society to utilize a portion of the City's available basement area for storage.
- 3.) Updating the wording of the current agreement to reflect weekly janitorial service that is currently being provided to Museum.
- 4.) Changing the contact information for the notice from the former City Manager to current City Manager.

Staff recommends approval of Resolution 19-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:** 1/30/2019 SLH \_\_\_\_\_

**Supporting documents attached:**

- Resolution 19-R-07
- 2017 Alvin Museum Agreement
- 2019 Alvin Museum Agreement (amended red-lined)

**Recommendation:** Move to approve Resolution 19-R-07, amending the Alvin Museum Agreement establishing the Alvin Museum Society's utilization of the former Alvin Post Office building; and authorize the Mayor to sign said agreement subject to legal review.

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. 19-R-07**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, MODIFYING THE ALVIN MUSEUM AGREEMENT RELATED TO THE ALVIN MUSEUM SOCIETY'S UTILIZATION OF THE FORMER ALVIN POST OFFICE BUILDING.**

**WHEREAS**, the City of Alvin owns the former federal Alvin Post Office building located at 300 W. Sealy Street, Alvin; and

**WHEREAS**, the City Council of the City of Alvin finds and determines that allowing the Alvin Museum Society (the "Museum Society") to utilize the former post office building (the "Building") for office space, exhibits, storage, functions, and other events would be in the best interest of the residents of Alvin and visitors to the City of Alvin; and

**WHEREAS**, on May 19, 2016, the City Council adopted Resolution 16-R-15 authorizing the Museum Society to occupy and utilize the former Alvin Post Office building with certain conditions; and

**WHEREAS**, on January 19, 2017, the City Council adopted Resolution 17-R-03 approving an agreement to establish the Alvin Museum Society's utilization of the former Alvin Post Office building

**WHEREAS**, both the City and the Museum Society desire to modify the terms of their agreement; and

**WHEREAS**, Resolution 19-R-07, modifies the current agreement and supersedes any and all previous agreements entered into between the City and the Museum; **NOW, THEREFORE,**

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

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

**Section 2. Proceedings.** That the Amended Alvin Museum Agreement attached hereto is approved and the Mayor is authorized to execute the Agreement.

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

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

**PASSED AND APPROVED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF ALVIN, TEXAS**

**ATTEST:**

By: \_\_\_\_\_  
Paul A. Horn, Mayor

By: \_\_\_\_\_  
Dixie Roberts, City Secretary

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA §

**ALVIN MUSEUM AGREEMENT**

This Agreement (the “Agreement”) is made and entered into on this the 7th day of February, ~~2017-2019~~, by and between the City of Alvin, a home-rule city and municipal corporation of the State of Texas (the “City”), and the Alvin Museum Society (the “Museum Society”), a non-profit organization under Section 501 (c) (3) of the Internal Revenue Code.

**WITNESSETH:**

**WHEREAS**, the City is the owner of a facility located at 300 W. Sealy, Alvin, Texas; and

**WHEREAS**, the City adopted Resolution No. 98-R-18 which stated its commitment to the establishment of the Alvin Historical Museum and defined provisions between the City and the Museum Society; and

**WHEREAS**, the citizens of Alvin voted a bond issue to renovate 300 W. Sealy, Alvin, Texas (the former post office building) for use as a Museum; and

**WHEREAS**, the Museum Society offers the preservation of Alvin’s historical past; and

**WHEREAS**, on May 19, 2016, the City adopted Resolution 16-R-15 authorizing the Museum Society to occupy and utilize the former Alvin Post Office building with certain conditions; and

WHEREAS, on January 19, 2017, the City adopted Resolution 17-R-03 approving the initial Alvin Museum Agreement, establishing the Alvin Museum Society’s utilization of the former Alvin Post Office building;

**WHEREAS**, both the City and the Museum Society agree that it would be mutually beneficial for the Museum Society to collect, maintain, preserve and showcase documentation, artifacts and relics of Alvin’s past for current and future generations to enjoy in the old Alvin Post Office building located at 300 W. Sealy, Alvin, Texas; and

WHEREAS, the parties desire to ~~modify~~**establish** the terms of their current agreement;  
and

WHEREAS, Resolution ~~197-R-073~~, approving this ~~agreement~~Agreement, supersedes any  
and all previous agreements entered into between the City and Museum Society;

NOW, THEREFORE, for and in consideration of the promises and mutual covenants  
herein contained, the City and the Museum Society hereby covenant and agree as follows:

**ARTICLE I.**  
**DEFINITIONS**

~~“Alvin Museum Society” (“Museum Society”) is a non-profit organization under Section 501(c)(3) of the Internal Revenue Code, which has been established to collect, preserve and display relics of Alvin’s past history.~~

~~“City” is defined in the preamble hereof and includes its successors and assigns.~~

~~“City Manager” means the City Manager of the City of Alvin or designee.~~

~~“Alvin Historical Museum” (“Museum”) means the City’s facility located at 300 W. Sealy, Alvin, Texas.~~

**ARTICLE II.**  
**USE OF THE MUSEUM**

~~2.01~~ 1.01 Permitted Uses.

The Museum Society shall utilize the ground and second floor (mezzanine) of the Museum to collect, preserve, hold and display documentation, artifacts and relics of Alvin’s history. The Museum Society shall determine regular hours of operation for the public to view and tour the museum. The Museum Society shall establish and post entry or event fees for visitors.

The Museum Society shall be allowed use of the Museum to provide a place to:

- a. hold meetings
- b. office space
- c. storage
- d. functions
- e. exhibits
- f. serve alcohol at private events; and

g. other related purposes.

The Museum Society shall be allowed to utilize the first floor, including the storage/work area ~~same square footage as of the effective date of this Agreement~~. If the Museum Society desires to use additional space, an amendment to this Agreement shall be required. The City shall continue to utilize the basement area of the Museum for City purposes and may allow the Museum Society to utilize a portion of the basement for storage at the discretion of the City Manager, taking into consideration storage space needed by the City.

~~2.02~~ 1.02 Quarterly Report

The Museum Society shall submit an Operational Report to the City Manager by the 10<sup>th</sup> day of January, April, July and October of each year.

~~2.03~~ 1.03 Maintenance.

The Museum Society agrees to accept the Museum in its present condition and confirms its suitability and sufficiency for the use proposed by the Museum Society. The Museum Society agrees to maintain the Museum in a clean condition. The Museum Society shall not make any improvements in or changes to the Museum building without written approval of the City Manager.

Responsibilities of the Museum Society:

- Notifying the City Manager before any event or function scheduled to occur outside of normal city business hours
- The Museum Society agrees to be the sole responsible party for patrons attending any event or function serving alcohol
- Creation and maintenance of all displays including any changes in the electrical or lighting required for the displays
- Telephone service
- Security systems
- Furniture and equipment not part of the building
- Volunteers or paid staff to enable the public entry and the operation of the Museum
- Supplies
- Front sign

Responsibilities of the City:

- Utilities including electricity, water, sewer, garbage collection, and fire equipment monitoring
- Weekly Janitorial service ~~two times a month~~ or in response to special situations
- Maintenance of the exterior of the building and grounds, including lighting, mowing, edging, trimming, cleaning, landscaping, and repair
- Maintenance of the interior of the building including all portions of the original building or parts of the renovation of the building
- Internet service

In the event that the building and/or infrastructure (i.e.: electrical, plumbing, roofing, pipes, etc.) should require maintenance and/or repairs which costs exceed the City budget for the Museum and the City does not have funds during the fiscal year to make such repairs, the City shall not be held liable to make such repairs until funding shall become available unless repairs or alternative measures are required to protect the assets of the Museum Society. During such an interim period, the Museum may be required to close to the public if such issues are a risk to public health and safety.

~~2.04~~ 1.04 No Waste, Nuisance or Unlawful Use.

The Museum Society shall not permit, or allow to be permitted, any waste on or at the Museum, nor shall the Museum Society create or allow any nuisance or unsafe condition to exist on or at the Museum. The Museum Society shall not allow the Museum to be used for any unlawful purpose.

~~2.05~~ 1.05 Right-of-Entry.

The City may enter the Museum at any time for any purpose necessary, incidental to, or connected with, the Museum Society or in the exercise of the City's governmental functions. Any such entry or re-entry shall not constitute a trespass or create a case of action for damages against the City. The Museum Society shall provide to the City Manager or his designee a master key to the building and codes to all alarm systems.

~~2.06~~ 1.06 Security Measures.

The Museum Society shall comply with the City's security requirements with respect to the Museum building.

- All alarm systems shall be activated and the building secured when the building is not occupied.
- When alcohol is served at private events, the Museum Society shall comply with all state, county or local rules.
- In the event alcohol is to be present for rental of the Museum premises, an Alvin Police Officer is required for security purposes. The City Manager shall be the point of contact for any specific requirements.

This shall also include meeting all City codes and regulations unless waived in writing by the City Manager.

**ARTICLE ~~III~~.**  
**TERM AND TERMINATION**

~~3.01~~ 2.01 Term.

The term of this Agreement shall be five (5) years and commence February 7, 2019<sup>[SH1]</sup>, and shall end February 7, 2024<sup>2</sup>. Either party may send written notice to the other not less than one-hundred eighty (180) days prior to expiration of the Agreement indicating its desire to end this Agreement. This Agreement shall continue in force until such time that it is terminated by either party according to the requirements stated above.

~~3.02~~ 2.02 Modification of Agreement.

Terms of the Agreement may be renegotiated from time to time. Any changes to this Agreement shall require the City Council's and the Museum Society's approval.

~~3.03~~ 2.03 Termination of Agreement.

- (a) Termination of this Agreement by the City, shall be by Resolution adopted by the City Council. Before any such Resolution is adopted, Museum Society shall be given at least thirty (30) days advance written notice. Notice shall set forth the causes and reasons for the proposed termination, shall advise Museum Society that it will be provided an opportunity to be heard by City Council regarding such proposed action before any such action is taken, and shall set forth the time, date, and place of the meeting where Council will consider the termination of this agreement.

In the event of termination for default, the City shall have the right to retain possession of the museum building, subject to the provisions of this agreement.

- (b) In the event that the Museum Society can no longer operate and maintain the Museum in a manner acceptable to the City, the Museum Society will relinquish control of the museum building to the City, terminating this agreement.
- (c) In the event of a natural or man-made disaster causing substantial damage to the museum building, the City, at its option, may select another site to locate the Museum. Should insurance not provide ample funds to repair the existing building and/or a construct a new building, the City, at its option, may elect to

transfer such insurance monies to the Museum Society to proceed on its own to renovate an existing building or to construct a new facility and then terminate this Agreement.

**ARTICLE ~~IV~~III.**  
**INSURANCE**

- 34.01 The City agrees that at its sole cost, it will procure and maintain in full place and effect during the term hereof, a policy of insurance to cover damages of the physical building and shall include general liability insurance.
- 34.02 The Museum Society shall provide insurance for its contents and personal property under its care, custody and control and liability insurance for any and all visitors and its volunteers in an amount satisfactory to the City. The Museum Society shall indemnify and hold the City harmless for any and all claims that arise during the Museum Society's utilization of the museum building.
- 34.03 The Museum Society shall reimburse the City for any deductible amount(s) charged by the insurance carrier for the City charged as a result of damages to the physical building caused by the Museum Society.

**ARTICLE ~~V~~IV.**  
**MISCELLANEOUS PROVISIONS**

- ~~5.01~~ 4.01 Modifications.  
This Agreement cannot be modified except upon written authorization of the City Council. No officer or employee shall have the right to extend, modify, or change the terms hereof except by written authority of the City Council and the Museum Society.
- ~~5.02~~ 4.02 Assignment.  
This Agreement cannot be assigned without prior written approval of the City Council and the Museum Society.
- ~~5.03~~ 4.03 Notice.  
All notices required or provided pursuant to this Agreement shall be in writing and includes electronic communication. Notice by electronic communication shall be effective with a 'read receipt' confirmation. Notice by mail shall be effective when deposited in the United States mail, either certified or registered mail. All notices shall be addressed or emailed to the respective party at the addresses set forth below:

City of Alvin  
City Manager  
216 W. Sealy  
Alvin, Texas 77511  
[jrolandsbreland@cityofalvin.com](mailto:jrolandsbreland@cityofalvin.com)

Alvin Museum Society  
President  
P.O. Box 1902  
Alvin, Texas 77512-1902  
[alvinms@att.net](mailto:alvinms@att.net)

~~5.04~~ 4.04 Applicable Laws.

The Museum Society covenants and agrees that it will fully comply with all laws, ordinances, rules and regulations of the City, the State of Texas, and the United States applicable to, related to, or touching upon its operations within the Museum building located at 300 W. Sealy.

~~5.05~~ 4.05 Licenses and Permits.

The Museum Society shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule, or regulation of any regulatory body having jurisdiction over the conduct of its operation, unless waived in writing or covered by the City.

~~5.06~~ 4.06 Entire Agreement.

This Agreement contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties.

~~5.07~~ 4.07 Severability.

In the event any covenant, condition or provision contained herein is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision contained herein, provided that the invalidity of any such covenant, condition or provision does not materially prejudice either the City or the Museum Society in its respective rights and obligation contained in the valid covenants, conditions and provisions of the Agreement.

~~5.08~~ 4.08 Remedies Cumulative.

The City's right to terminate the Agreement under Section 3.03 is not exclusive, and the City's termination of the Agreement shall not constitute an election of remedies. Instead, it shall be in addition to any and all other legal and equitable rights and remedies which the City may have.

~~5.09~~ 4.09 Place or Performance.

This Agreement shall be performable and enforceable in Brazoria County, Texas, and shall be construed in accordance with the laws of the State of Texas.

~~5.10~~ 4.10 Benefits.

This Agreement is made for the sole and exclusive benefit of the City of Alvin and the Museum Society and is not made for the benefit of any third party.

~~5.11~~ 4.11 Ambiguities.

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not authorize the same.

~~5.12~~ 4.12 Successors and Assigns.

This Agreement may not extend to any successor of the Museum Society without the written consent of the Alvin City Council.

**ALVIN MUSEUM SOCIETY**

**CITY OF ALVIN**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Katheryn Mattes

Paul A. Horn

Title: President

Mayor

ATTEST/SEAL

ATTEST/SEAL

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Tom Stansel~~Barbara Passmore~~

Dixie Roberts

Title: Chief Operations Officer~~President Elect~~ \_\_\_\_\_

City

~~Clerk~~Secretary

**THE STATE OF TEXAS §**

**§ KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF BRAZORIA §**

**ALVIN MUSEUM AGREEMENT**

This Agreement (the “Agreement”) is made and entered into on this the 7th day of February 2019, by and between the City of Alvin, a home rule city and municipal corporation of the State of Texas (the “City”), and the Alvin Museum Society (the “Museum Society”), a non-profit organization under Section 501 (c) (3) of the Internal Revenue Code.

**WITNESSETH:**

**WHEREAS**, the City is the owner of a facility located at 300 W. Sealy, Alvin, Texas; and

**WHEREAS**, in 1998, the City adopted Resolution No. 98-R-18 which stated its commitment to the establishment of the Alvin Historical Museum and defined provisions between the City and the Museum Society; and

**WHEREAS**, the citizens of Alvin voted a bond issue to renovate 300 W. Sealy, Alvin, Texas (the former post office building) for use as a Museum; and

**WHEREAS**, the Museum Society offers the preservation of Alvin’s historical past; and

**WHEREAS**, on May 19, 2016, the City adopted Resolution 16-R-15 authorizing the Museum Society to occupy and utilize the former Alvin Post Office building with certain conditions; and

**WHEREAS**, on January 19, 2017, the City adopted Resolution 17-R-03 approving the initial Alvin Museum Agreement, establishing the Alvin Museum Society’s utilization of the former Alvin Post Office building;

**WHEREAS**, both the City and the Museum Society agree that it would be mutually beneficial for the Museum Society to collect, maintain, preserve and showcase documentation, artifacts and relics of Alvin’s past for current and future generations to enjoy in the old Alvin Post Office building located at 300 W. Sealy, Alvin, Texas; and

**WHEREAS**, the parties desire to modify the terms of the current agreement; and

**WHEREAS**, Resolution 19-R-07, approving this Agreement, supersedes any and all previous agreements entered into between the City and Museum Society;

**NOW, THEREFORE**, for and in consideration of the promises and mutual covenants herein contained, the City and the Museum Society hereby covenant and agree as follows:

**ARTICLE I.**  
**USE OF THE MUSEUM**

1.01 Permitted Uses

The Museum Society shall utilize the ground and second floor (mezzanine) of the Museum to collect, preserve, hold and display documentation, artifacts and relics of Alvin's history. The Museum Society shall determine regular hours of operation for the public to view and tour the museum. The Museum Society shall establish and post entry or event fees for visitors.

The Museum Society shall be allowed use of the Museum to provide a place to:

- a. hold meetings
- b. office space
- c. storage
- d. functions
- e. exhibits
- f. serve alcohol at private events; and
- g. other related purposes.

The Museum Society shall be allowed to utilize the first floor, including the storage/work area. If the Museum Society desires to use additional space, an amendment to this Agreement shall be required. The City shall continue to utilize the basement area of the Museum for City purposes and may allow the Museum Society to utilize a portion of the basement for storage at the discretion of the City Manager, taking into consideration storage space needed by the City.

1.02 Quarterly Report

The Museum Society shall submit an Operational Report to the City Manager by the 10<sup>th</sup> day of January, April, July, and October of each year.

### 1.03 Maintenance

The Museum Society agrees to accept the Museum in its present condition and confirms its suitability and sufficiency for the use proposed by the Museum Society. The Museum Society agrees to maintain the Museum in a clean condition. The Museum Society shall not make any improvements in or changes to the Museum building without written approval of the City Manager.

Responsibilities of the Museum Society:

- The Museum Society shall notify the City Manager before any event or function scheduled to occur outside of normal city business hours
- The Museum Society agrees to be the sole responsible party for patrons attending any event or function serving alcohol
- Creation and maintenance of all displays including any changes in the electrical or lighting required for the displays
- Telephone service
- Security systems
- Furniture and equipment not part of the building
- Volunteers or paid staff to enable the public entry and the operation of the Museum
- Supplies
- Front sign

Responsibilities of the City:

- Utilities including electricity, water, sewer, garbage collection, and fire equipment monitoring
- Weekly Janitorial service or in response to special situations
- Maintenance of the exterior of the building and grounds, including lighting, mowing, edging, trimming, cleaning, landscaping, and repair
- Maintenance of the interior of the building including all portions of the original building or parts of the renovation of the building
- Internet service

In the event that the building and/or infrastructure (i.e.: electrical, plumbing, roofing, pipes, etc.) should require maintenance and/or repairs which costs exceed the City budget for the Museum and the City does not have funds during the fiscal year to make such repairs, the City shall not be held liable to make such repairs until funding shall become available unless repairs or alternative measures are required to protect the assets of the Museum

Society. During such an interim period, the Museum may be required to close to the public if such issues are a risk to public health and safety.

1.04 No Waste, Nuisance or Unlawful Use

The Museum Society shall not permit, or allow to be permitted, any waste on or at the Museum, nor shall the Museum Society create or allow any nuisance or unsafe condition to exist on or at the Museum. The Museum Society shall not allow the Museum to be used for any unlawful purpose.

1.05 Right-of-Entry

The City may enter the Museum at any time for any purpose necessary, incidental to, or connected with, the Museum Society or in the exercise of the City's governmental functions. Any such entry or re-entry shall not constitute a trespass or create a case of action for damages against the City. The Museum Society shall provide to the City Manager or his designee a master key to the building and codes to all alarm systems.

1.06 Security Measures

The Museum Society shall comply with the City's security requirements with respect to the Museum building.

- All alarm systems shall be activated and the building secured when the building is not occupied.
- When alcohol is served at private events, the Museum Society shall comply with all state, county or local rules.
- In the event alcohol is to be present for rental of the Museum premises, an Alvin Police Officer is required for security purposes. The City Manager shall be the point of contact for any specific requirements.

This shall also include meeting all City codes and regulations unless waived in writing by the City Manager.

**ARTICLE II.**  
**TERM AND TERMINATION**

2.01 Term

The term of this Agreement shall be five (5) years and commence on February 7, 2019, and shall end on February 7, 2024. Either party may send written notice to the other not

less than one-hundred eighty (180) days prior to expiration of the Agreement indicating its desire to end this Agreement. This Agreement shall continue in force until such time that it is terminated by either party according to the requirements stated above.

2.02 Modification of Agreement

Terms of the Agreement may be renegotiated from time to time. Any changes to this Agreement must be in writing and shall require the City Council's and the Museum Society's approval.

2.03 Termination of Agreement

- a) Termination of this Agreement by the City shall be by Resolution adopted by the City Council. Before any such Resolution is adopted, Museum Society shall be given at least thirty (30) days advance written notice. Notice shall set forth the causes and reasons for the proposed termination, shall advise Museum Society that it will be provided an opportunity to be heard by City Council regarding such proposed action before any such action is taken, and shall set forth the time, date, and place of the meeting where Council will consider the termination of this Agreement.
- b) In the event of termination for default, the City shall have the right to retain possession of the museum building, subject to the provisions of this Agreement.
- c) In the event that the Museum Society can no longer operate and maintain the Museum in a manner acceptable to the City, the Museum Society will relinquish control of the museum building to the City, thereby terminating this Agreement.
- d) In the event of a natural or man-made disaster causing substantial damage to the museum building, the City, at its option, may select another site to locate the Museum. Should insurance not provide ample funds to repair the existing building and/or a construct a new building, the City, at its option, may elect to transfer such insurance monies to the Museum Society to proceed on its own to renovate an existing building or to construct a new facility and then terminate this Agreement.

**ARTICLE III.**  
**INSURANCE**

- 3.01 The City agrees that at its sole cost, it will procure and maintain in full place and effect during the term hereof, a policy of insurance to cover damages of the physical building and shall include general liability insurance.

- 3.02 The Museum Society shall provide insurance for its contents and personal property under its care, custody and control and liability insurance for any and all visitors and its volunteers in an amount satisfactory to the City. The Museum Society shall indemnify and hold the City harmless for any and all claims that arise during the Museum Society’s utilization of the museum building.
- 3.03 The Museum Society shall reimburse the City for any deductible amount(s) charged by the insurance carrier for the City charged as a result of damages to the physical building caused by the Museum Society.

**ARTICLE IV.**  
**MISCELLANEOUS PROVISIONS**

4.01 Modifications

This Agreement cannot be modified except upon written authorization of the City Council. No officer or employee shall have the right to extend, modify, or change the terms hereof except by written authority of the City Council and the Museum Society.

4.02 Assignment

This Agreement cannot be assigned without prior written approval of the City Council and the Museum Society.

4.03 Notice

All notices required or provided pursuant to this Agreement shall be in writing and includes electronic communication. Notice by electronic communication shall be effective with a ‘read receipt’ confirmation. Notice by mail shall be effective when deposited in the United States mail, either certified or registered mail. All notices shall be addressed or emailed to the respective party at the addresses set forth below:

City of Alvin  
City Manager  
216 W. Sealy  
Alvin, Texas 77511  
[jroland@cityofalvin.com](mailto:jroland@cityofalvin.com)

Alvin Museum Society  
President  
P.O. Box 1902  
Alvin, Texas 77512-1902  
[alvinms@att.net](mailto:alvinms@att.net)

#### 4.04 Applicable Laws

The Museum Society covenants and agrees that it will fully comply with all laws, ordinances, rules and regulations of the City, the State of Texas, and the United States applicable to, related to, or touching upon its operations within the Museum building located at 300 W. Sealy, Alvin, Texas.

#### 4.05 Licenses and Permits

The Museum Society shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule, or regulation of any regulatory body having jurisdiction over the conduct of its operation, unless waived in writing or covered by the City.

#### 4.06 Entire Agreement

This Agreement contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties.

#### 4.07 Severability

In the event any covenant, condition or provision contained herein is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision contained herein, provided that the invalidity of any such covenant, condition or provision does not materially prejudice either the City or the Museum Society in its respective rights and obligation contained in the valid covenants, conditions and provisions of the Agreement.

#### 4.08 Remedies Cumulative

The City's right to terminate the Agreement under Section 2.03 is not exclusive, and the City's termination of the Agreement shall not constitute an election of remedies. Instead, it shall be in addition to any and all other legal and equitable rights and remedies which the City may have.

#### 4.09 Place or Performance

This Agreement shall be performable and enforceable in Brazoria County, Texas, and shall be construed in accordance with the laws of the State of Texas.

4.10 Benefit

This Agreement is made for the sole and exclusive benefit of the City of Alvin and the Museum Society and is not made for the benefit of any third party.

4.11 Ambiguities

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

4.12 Successors and Assigns.

This Agreement may not extend to any successor of the Museum Society without the written consent of the Alvin City Council.

**ALVIN MUSEUM SOCIETY**

**CITY OF ALVIN**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:**       Katheryn Mattes

Paul A. Horn

**Title:**        President

Mayor

ATTEST/SEAL

ATTEST/SEAL

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:**       Tom Stansel

Dixie Roberts

**Title:**        Chief Operations Officer

City Secretary

THE STATE OF TEXAS §

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA §

**ALVIN MUSEUM AGREEMENT**

This Agreement (the "Agreement") is made and entered into on this the 19<sup>th</sup> day of January, 2017 by and between the City of Alvin, a home-rule city and municipal corporation of the State of Texas (the "City"), and the Alvin Museum Society (the "Museum Society"), a non-profit organization under Section 501 (c) (3) of the Internal Revenue Code.

**WITNESSETH:**

**WHEREAS**, the City is the owner of a facility located at 300 W. Sealy, Alvin, Texas; and

**WHEREAS**, the City adopted Resolution No. 98-R-18 which stated its commitment to the establishment of the Alvin Historical Museum and defined provisions between the City and the Museum Society; and

**WHEREAS**, the citizens of Alvin voted a bond issue to renovate 300 W. Sealy, Alvin, Texas (the former post office building) for use as a Museum; and

**WHEREAS**, the Museum Society offers the preservation of Alvin's historical past; and

**WHEREAS**, the City adopted Resolution 16-R-15 authorizing the Museum Society to occupy and utilize the former Alvin Post Office building with certain conditions; and

**WHEREAS**, both the City and the Museum Society agree that it would be mutually beneficial for the Museum Society to collect, maintain, preserve and showcase documentation, artifacts and relics of Alvin's past for current and future generations to enjoy in the old Alvin Post Office building located at 300 W. Sealy, Alvin, Texas; and

**WHEREAS**, the parties desire to establish the terms of their agreement; and

**WHEREAS**, Resolution 17-R-03, approving this agreement, supersedes any and all previous agreements entered into between the City and Museum Society;

**NOW, THEREFORE**, for and in consideration of the promises and mutual covenants herein contained, the City and the Museum Society hereby covenant and agree as follows:

**ARTICLE I.**  
**DEFINITIONS**

“**Alvin Museum Society**” (“**Museum Society**”) is a non-profit organization under Section 501 (c)(3) of the Internal Revenue Code, which has been established to collect, preserve and display relics of Alvin’s past history.

“**City**” is defined in the preamble hereof and includes its successors and assigns.

“**City Manager**” means the City Manager of the City of Alvin or designee.

“**Alvin Historical Museum**” (“**Museum**”) means the City’s facility located at 300 W. Sealy, Alvin, Texas.

**ARTICLE II.**  
**USE OF THE MUSEUM**

2.01 Permitted Uses.

The Museum Society shall utilize the ground and second floor (mezzanine) of the Museum to collect, preserve, hold and display documentation, artifacts and relics of Alvin’s history. The Museum Society shall determine regular hours of operation for the public to view and tour the museum. The Museum Society shall establish and post entry or event fees for visitors.

The Museum Society shall be allowed use of the Museum to provide a place to:

- a. hold meetings
- b. office space
- c. storage
- d. functions
- e. exhibits
- f. serve alcohol at private events; and
- g. other related purposes.

The Museum Society shall utilize the same square footage as of the effective date of this Agreement. If the Museum Society desires to use additional space, an amendment to this Agreement shall be required. The City shall continue to utilize the basement area of the Museum for City purposes.

## 2.02 Quarterly Report

The Museum Society shall submit an Operational Report to the City Manager by the 10<sup>th</sup> day of January, April, July and October of each year.

## 2.03 Maintenance.

The Museum Society agrees to accept the Museum in its present condition and confirms its suitability and sufficiency for the use proposed by the Museum Society. The Museum Society agrees to maintain the Museum in a clean condition. The Museum Society shall not make any improvements in or changes to the Museum building without written approval of the City Manager.

Responsibilities of the Museum Society:

- Notifying the City Manager before any event or function scheduled to occur outside of normal city business hours
- The Museum Society agrees to be the sole responsible party for patrons attending any event or function serving alcohol
- Creation and maintenance of all displays including any changes in the electrical or lighting required for the displays
- Telephone service
- Security systems
- Furniture and equipment not part of the building
- Volunteers or paid staff to enable the public entry and the operation of the Museum
- Supplies
- Front sign

Responsibilities of the City:

- Utilities including electricity, water, sewer, garbage collection, and fire equipment monitoring
- Janitorial service two times a month or in response to special situations
- Maintenance of the exterior of the building and grounds, including lighting, mowing, edging, trimming, cleaning, landscaping, and repair
- Maintenance of the interior of the building including all portions of the original building or parts of the renovation of the building
- Internet service

In the event that the building and/or infrastructure (i.e.: electrical, plumbing, roofing, pipes, etc.) should require maintenance and/or repairs which costs exceed the City budget for the

Museum and the City does not have funds during the fiscal year to make such repairs, the City shall not be held liable to make such repairs until funding shall become available unless repairs or alternative measures are required to protect the assets of the Museum Society. During such an interim period, the Museum may be required to close to the public if such issues are a risk to public health and safety.

2.04 No Waste, Nuisance or Unlawful Use.

The Museum Society shall not permit, or allow to be permitted, any waste on or at the Museum, nor shall the Museum Society create or allow any nuisance or unsafe condition to exist on or at the Museum. The Museum Society shall not allow the Museum to be used for any unlawful purpose.

2.05 Right-of-Entry.

The City may enter the Museum at any time for any purpose necessary, incidental to, or connected with, the Museum Society or in the exercise of the City's governmental functions. Any such entry or re-entry shall not constitute a trespass or create a case of action for damages against the City. The Museum Society shall provide to the City Manager or his designee a master key to the building and codes to all alarm systems.

2.06 Security Measures.

The Museum Society shall comply with the City's security requirements with respect to the Museum building.

- All alarm systems shall be activated and the building secured when the building is not occupied.
- When alcohol is served at private events, the Museum Society shall comply with all state, county or local rules.
- In the event alcohol is to be present for rental of the Museum premises, an Alvin Police Officer is required for security purposes. The City Manager shall be the point of contact for any specific requirements.

This shall also include meeting all City codes and regulations unless waived in writing by the City Manager.

### **ARTICLE III.** **TERM AND TERMINATION**

3.01 Term.

The term of this Agreement shall be five (5) years and commence January 19, 2017, and shall end January 19, 2022. Either party may send written notice to the other not less than one-hundred eighty (180) days prior to expiration of the Agreement indicating its

desire to end this Agreement. This Agreement shall continue in force until such time that it is terminated by either party according to the requirements stated above.

3.02 Modification of Agreement.

Terms of the Agreement may be renegotiated from time to time. Any changes to this Agreement shall require the City Council's and the Museum Society's approval.

3.03 Termination of Agreement.

- (a) Termination of this Agreement by the City, shall be by Resolution adopted by the City Council. Before any such Resolution is adopted, Museum Society shall be given at least thirty (30) days advance written notice. Notice shall set forth the causes and reasons for the proposed termination, shall advise Museum Society that it will be provided an opportunity to be heard by City Council regarding such proposed action before any such action is taken, and shall set forth the time, date, and place of the meeting where Council will consider the termination of this agreement.

In the event of termination for default, the City shall have the right to retain possession of the museum building, subject to the provisions of this agreement.

- (b) In the event that the Museum Society can no longer operate and maintain the Museum in a manner acceptable to the City, the Museum Society will relinquish control of the museum building to the City, terminating this agreement.
- (c) In the event of a natural or man-made disaster causing substantial damage to the museum building, the City, at its option, may select another site to locate the Museum. Should insurance not provide ample funds to repair the existing building and/or a construct a new building, the City, at its option, may elect to transfer such insurance monies to the Museum Society to proceed on its own to renovate an existing building or to construct a new facility and then terminate this Agreement.

**ARTICLE IV.**  
**INSURANCE**

- 4.01 The City agrees that at its sole cost, it will procure and maintain in full place and effect during the term hereof, a policy of insurance to cover damages of the physical building and shall include general liability insurance.

- 4.02 The Museum Society shall provide insurance for its contents and personal property under its care, custody and control and liability insurance for any and all visitors and its volunteers in an amount satisfactory to the City. The Museum Society shall indemnify and hold the City harmless for any and all claims that arise during the Museum Society's utilization of the museum building.
- 4.03 The Museum Society shall reimburse the City for any deductible amount(s) charged by the insurance carrier for the City charged as a result of damages to the physical building caused by the Museum Society.

**ARTICLE V.**  
**MISCELLANEOUS PROVISIONS**

5.01 Modifications.

This Agreement cannot be modified except upon written authorization of the City Council. No officer or employee shall have the right to extend, modify, or change the terms hereof except by written authority of the City Council and the Museum Society.

5.02 Assignment.

This Agreement cannot be assigned without prior written approval of the City Council and the Museum Society.

5.03 Notice.

All notices required or provided pursuant to this Agreement shall be in writing and includes electronic communication. Notice by electronic communication shall be effective with a 'read receipt' confirmation. Notice by mail shall be effective when deposited in the United States mail, either certified or registered mail. All notices shall be addressed or emailed to the respective party at the addresses set forth below:

City of Alvin  
City Manager  
216 W. Sealy  
Alvin, Texas 77511  
[sbreland@cityofalvin.com](mailto:sbreland@cityofalvin.com)

Alvin Museum Society  
President  
P.O. Box 1902  
Alvin, Texas 77512-1902  
[alvinms@att.net](mailto:alvinms@att.net)

5.04 Applicable Laws.

The Museum Society covenants and agrees that it will fully comply with all laws, ordinances, rules and regulations of the City, the State of Texas, and the United States applicable to, related to, or touching upon its operations within the Museum building located at 300 W. Sealy.

5.05 Licenses and Permits.

The Museum Society shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule, or regulation of any regulatory body having jurisdiction over the conduct of its operation, unless waived in writing or covered by the City.

5.06 Entire Agreement.

This Agreement contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties.

5.07 Severability.

In the event any covenant, condition or provision contained herein is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision contained herein, provided that the invalidity of any such covenant, condition or provision does not materially prejudice either the City or the Museum Society in its respective rights and obligation contained in the valid covenants, conditions and provisions of the Agreement.

5.08 Remedies Cumulative.

The City's right to terminate the Agreement under Section 3.03 is not exclusive, and the City's termination of the Agreement shall not constitute an election of remedies. Instead, it shall be in addition to any and all other legal and equitable rights and remedies which the City may have.

5.09 Place or Performance.

This Agreement shall be performable and enforceable in Brazoria County, Texas and shall be construed in accordance with the laws of the State of Texas.

5.10 Benefits.

This Agreement is made for the sole and exclusive benefit of the City of Alvin and the Museum Society and is not made for the benefit of any third party.

5.11 Ambiguities.

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

5.12 Successors and Assigns.

This Agreement may not extend to any successor of the Museum Society without the written consent of the Alvin City Council.

**ALVIN MUSEUM SOCIETY**

By: Katheryn Mattes  
Name: Katheryn Mattes  
Title: President

**CITY OF ALVIN**

By: Paul A. Horn  
Paul A. Horn  
Mayor

**ATTEST/SEAL**

By: Barbara Passmore  
Name: Barbara Passmore  
Title: President-Elect

**ATTEST/SEAL**

By: Dixie Roberts  
Dixie Roberts  
City Clerk



# AGENDA COMMENTARY

**Meeting Date:** 2/7/2019

**Department:** Engineering

**Contact:** Michelle Segovia, City Engineer

**Agenda Item:** Consider Resolution 19-R-08, releasing and terminating two (2) utility easements previously granted to the City of Alvin on property located near the southeast corner of Bypass 35 and Highway 6.

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

**Summary:** This resolution formally acknowledges the City’s release and termination of two 15’ wide utility easements that were previously granted on the property at the southeast corner of Bypass 35 and Highway 6 that is now known as Raceway / Cline Crossing.

In 2012, prior to the Construction of the Raceway Gas Station, there was a sanitary sewer main in these easements as shown on the attached map (represented as the black and white dashed line). During the construction of the Raceway Gas Station, the sewer line was relocated further to the south and placed within a newly dedicated utility easement (new line shown in green to the south), therefore these easements are no longer needed. The easements must be formally released so that the Cline Crossing tract where a proposed Chick-fil-A Restaurant is to be located will be clear of encroachments.

Staff recommends approval of Resolution 19-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:** 1/30/2019 SLH

**Supporting documents attached:**

- Resolution 19-R-08
- Easement Releases with exhibits
- Utility Map

**Recommendation:** Move to approve Resolution 19-R-08, releasing and terminating two (2) utility easements previously granted to the City of Alvin on property located near the southeast corner of Bypass 35 and Highway 6.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

**RESOLUTION 19-R-08**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, RELEASING AND TERMINATING UTILITY EASEMENTS GRANTED TO THE CITY OF ALVIN.**

**WHEREAS**, the City of Alvin, Texas, desires to release and terminate said UTILITY EASEMENTS, attached hereto as Exhibit 1, previously granted to the City and more formally described as follows:

1. Being a public utility easement 15 feet in width and recorded on February 3, 2003, under Clerk's File Number 03 006784 of the Official Public Records of Real Property of Brazoria County, Texas.
2. Being a public utility easement 15 feet in width and recorded on March 4, 2003, under Clerk's File Number 03 012892 of the Official Public Records of Real Property of Brazoria County, Texas.

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

**Section 1.** That the City Council hereby releases the Utility Easements previously granted to the City of Alvin.

**Section 2.** That said Release and Termination of the Easements shall be recorded in the Deed Records of Brazoria County, Texas.

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

**PASSED AND APPROVED** on this the 7th day of February 2019.

**CITY OF ALVIN, TEXAS**

**ATTEST**

By: \_\_\_\_\_  
Paul A. Horn, Mayor

By: \_\_\_\_\_  
Dixie Roberts, City Secretary

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**RELEASE AND TERMINATION OF EASEMENT**

**THE STATE OF TEXAS                   §  
  §  
COUNTY OF BRAZORIA               §**

This **RELEASE AND TERMINATION OF EASEMENT** (this "Termination") is made and executed to be effective as of the \_\_\_\_ day of February, 2019 (the "Effective Date"), by **CITY OF ALVIN** ("Grantee").

**WITNESSETH:**

**WHEREAS**, Grantee is the beneficiary of that certain sewer line and related utilities easement established pursuant to that certain Dedication dated January 6, 2003, recorded on February 3, 2003 under Clerk's File Number 03 006784 of the Official Public Records of Real Property of Brazoria County, Texas (the "Agreement"), burdening the real property described therein and being more particularly described therein (the "Easement");

**WHEREAS**, Grantee desires to release and terminate the Easement;

**NOW, THEREFORE**, for and in consideration of **TEN AND NO/100 DOLLARS (\$10.00)**, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby agrees as follows:

1. Grantee hereby releases the Easement from the terms of the Agreement and hereby agrees that the Agreement and all rights of Grantee to the Easement are hereby terminated. The Easement shall be, and hereby is, terminated and released in its entirety.
2. This Termination shall be governed by and construed in accordance with the laws of the State of Texas, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the parties have executed this Termination to be effective as of the Effective Date.

**GRANTEE:**

**CITY OF ALVIN**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS

§

COUNTY OF Brazoria

§

§

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, the \_\_\_\_\_ of CITY OF ALVIN, on behalf of same.

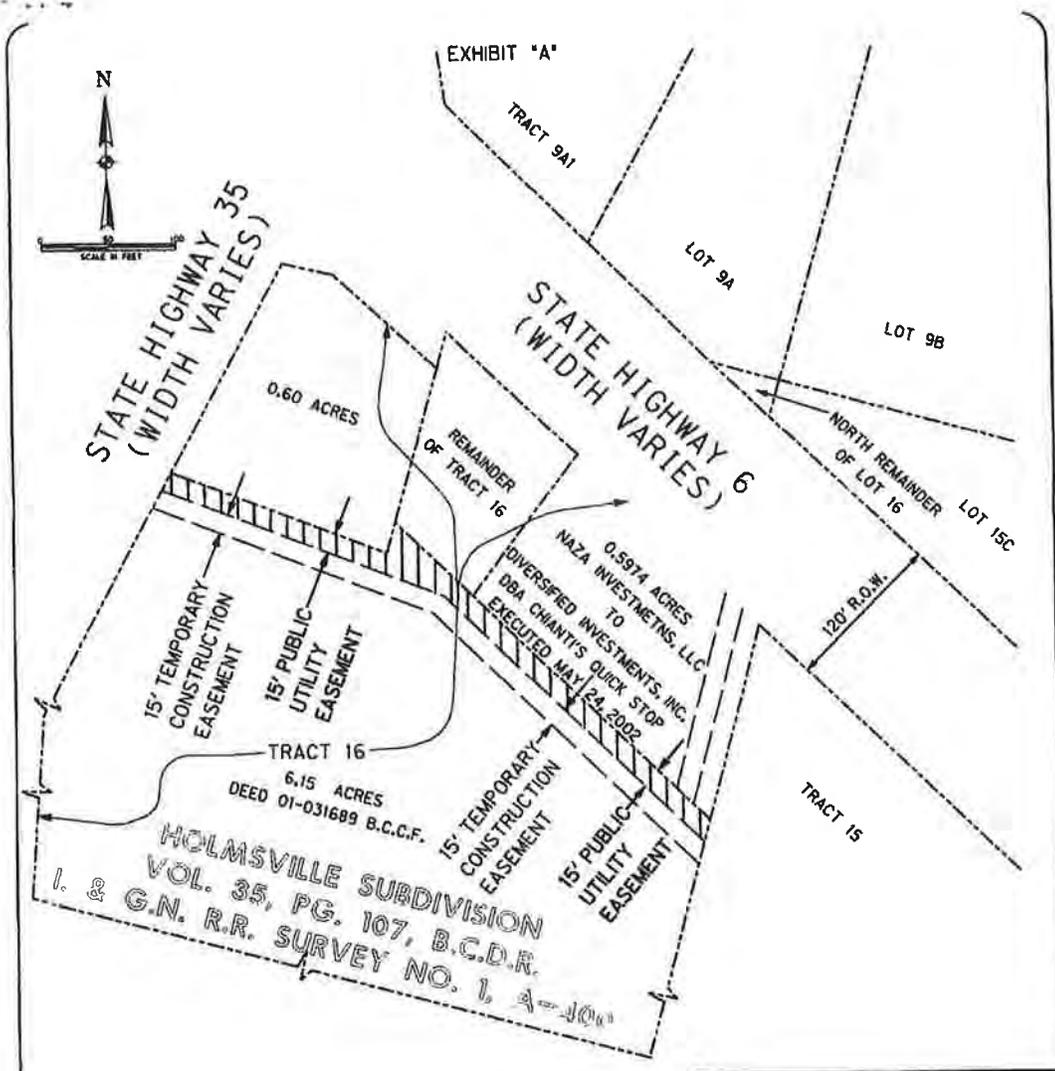
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

Notary's Name (printed):

\_\_\_\_\_

Notary's Commission Expires:

\_\_\_\_\_



FOR: NAZA INVESTMENTS, LLC

SCALE: 1" = 100'

NOVEMBER, 2002 AVO NO. 19181

AN EXHIBIT OF A  
PUBLIC  
UTILITY EASEMENT  
IN LOT 16  
NAZA INVESTMENTS, LLC  
CITY OF ALVIN  
BRAZORIA, COUNTY, TEXAS

**Halff Associates**  
ENGINEERS . ARCHITECTS . SCIENTISTS . PLANNERS . SURVEYORS

3701 KIRBY DRIVE, SUITE 1290  
HOUSTON, TEXAS 77098  
PHONE: (713) 523-7161  
FAX: (713) 523-4373

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**RELEASE AND TERMINATION OF EASEMENT**

**THE STATE OF TEXAS                   §  
  §  
COUNTY OF BRAZORIA               §**

This **RELEASE AND TERMINATION OF EASEMENT** (this "Termination") is made and executed to be effective as of the \_\_\_\_\_ day of February, 2019 (the "Effective Date"), by **CITY OF ALVIN** ("Grantee").

**WITNESSETH:**

**WHEREAS**, Grantee is the beneficiary of that certain public utility easement established pursuant to that certain Dedication dated December 18, 2002, recorded on March 4, 2003 under Clerk's File Number 03 012892 of the Official Public Records of Real Property of Brazoria County, Texas (the "Agreement"), burdening the real property described therein and being more particularly described therein (the "Easement");

**WHEREAS**, Grantee desires to release and terminate the Easement;

**NOW, THEREFORE**, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby agrees as follows:

1. Grantee hereby releases the Easement from the terms of the Agreement and hereby agrees that the Agreement and all rights of Grantee to the Easement are hereby terminated. The Easement shall be, and hereby is, terminated and released in its entirety.

2. This Termination shall be governed by and construed in accordance with the laws of the State of Texas, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the parties have executed this Termination to be effective as of the Effective Date.

**GRANTEE:**

**CITY OF ALVIN**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS

§

COUNTY OF Brazoria

§

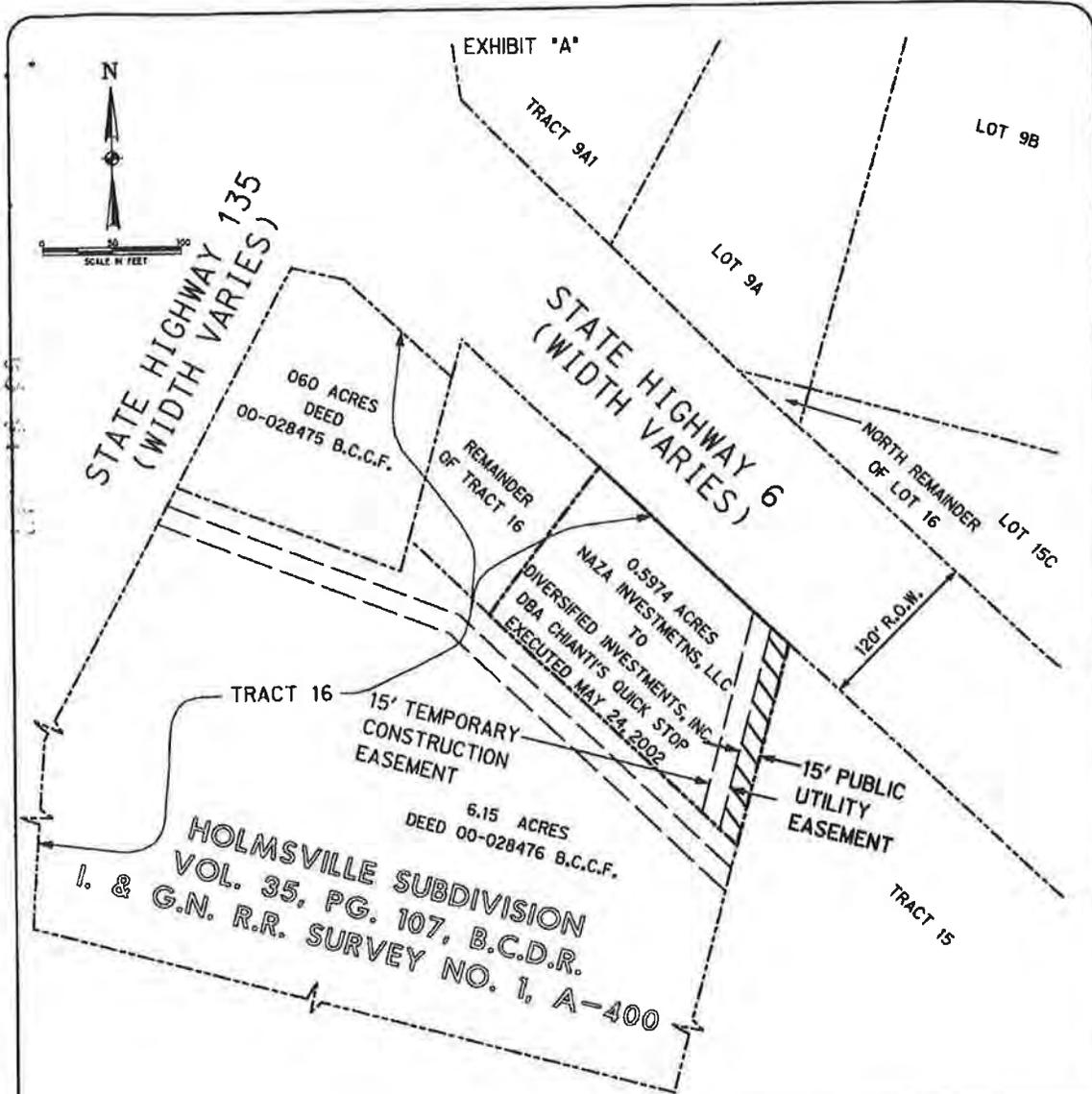
§

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, the \_\_\_\_\_ of CITY OF ALVIN, on behalf of same.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

Notary's Name (printed):

\_\_\_\_\_  
Notary's Commission Expires:



FOR: DIVERSIFIED INVESTMENTS INC. dba CHIANTI'S QUICK STOP

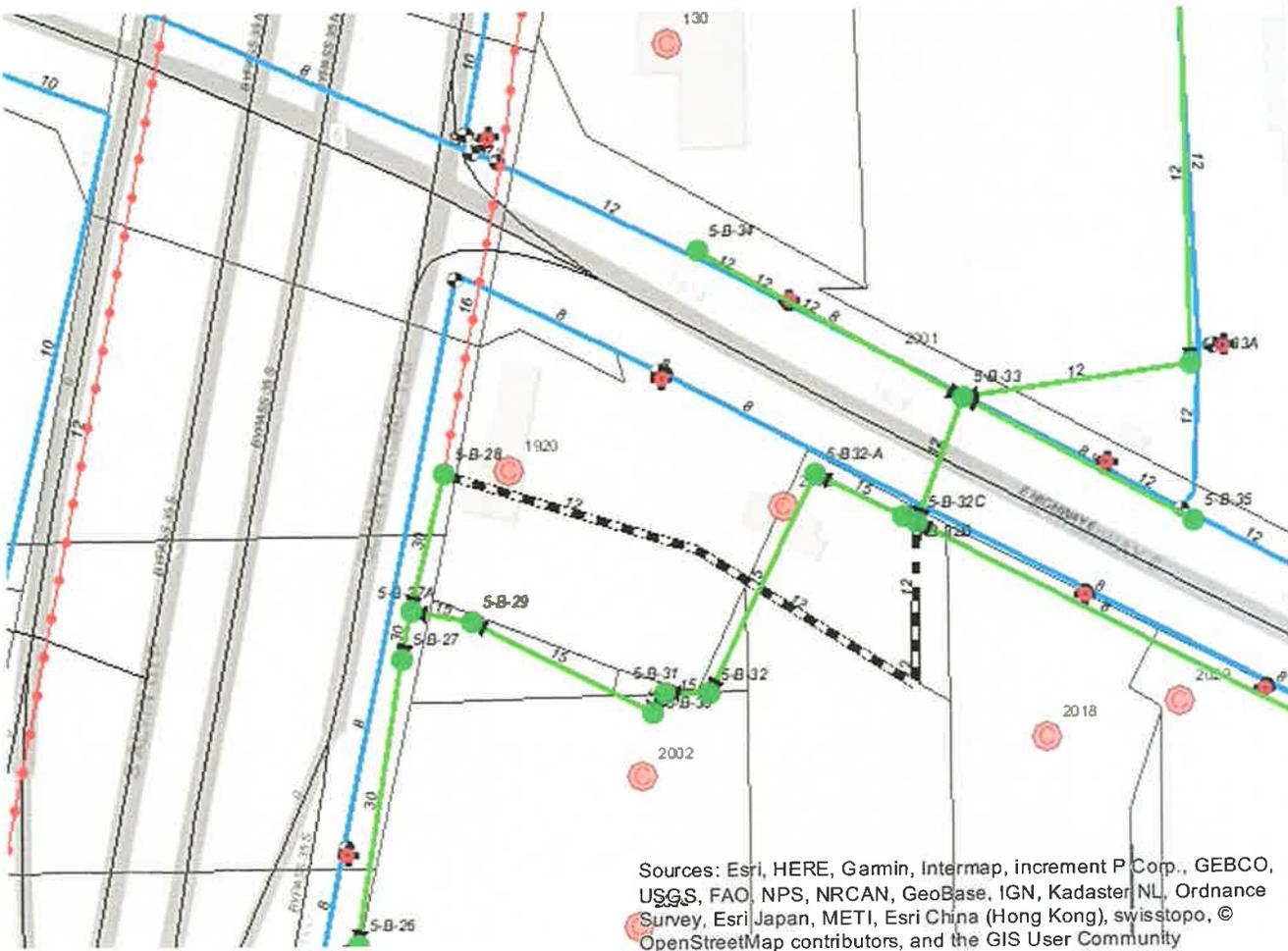
SCALE: 1" = 100'

NOVEMBER, 2002 AVO NO. 19181

AN EXHIBIT OF A  
PUBLIC  
UTILITY EASEMENT  
IN LOT 16  
DIVERSIFIED INVESTMENTS INC.  
dba CHIANTI'S QUICK STOP  
CITY OF ALVIN  
BRAZORIA, COUNTY, TEXAS

 **Halff Associates**  
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# AGENDA COMMENTARY

**Meeting Date:** 2/7/2019

**Department:** Parks and Recreation

**Contact:** Dan Kelinske, Director

**Agenda Item:** Consider Resolution 19-R-09, requesting members of the 86<sup>th</sup> Legislative Session of the State of Texas to support legislation that provides stewardship, health and wellbeing and connectivity for local and state parks.

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

**Summary:** The City of Alvin is a member of the Texas Recreation and Park Society (TRAPS) which is a 501 (c)(3) nonprofit organization providing advocacy, education and networking to parks and recreation professionals. TRAPS has requested its' membership to show support for legislation that provides stewardship, health and wellbeing and connectivity for local and state parks during the 86<sup>th</sup> Legislative Session.

Staff recommends approval of Resolution 19-R-09.

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

**Funding Account:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **1295 Form Required?** Yes  No

**Legal Review Required:** N/A  Required  **Date Completed:** 1/30/2019 SLH \_\_\_\_\_

**Supporting documents attached:**

- Resolution 19-R-09

**Recommendation:** Move to approve Resolution 19-R-09, expressing support for legislation that provides stewardship, health and wellbeing and connectivity for local and state parks.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

**RESOLUTION 19-R-09**

**A RESOLUTION OF THE CITY OF ALVIN CITY COUNCIL REQUESTING THE MEMBERS OF THE 86<sup>TH</sup> LEGISLATIVE SESSION OF THE STATE OF TEXAS TO SUPPORT LEGISLATION THAT PROVIDES STEWARDSHIP, HEALTH AND WELLBEING, AND CONNECTIVITY FOR LOCAL AND STATE PARKS.**

**WHEREAS**, the Texas communities, counties, and State protect and enhance the investments in all parks and open spaces providing stewardship; and

**WHEREAS**, supporting conservation of open space and making public lands accessible for public use by supporting the sporting goods sales tax and the land and water conservation fund; and

**WHEREAS**, supporting water and natural resources through conservation, presentation and the rights to access nature, the outdoors and recreational amenities; and

**WHEREAS**, increasing physical activity and improving health and wellness by utilizing parks and recreation amenities and services; and

**WHEREAS**, political subdivisions throughout the State of Texas depend on funding for services and programs that ensure access for all people to connect to nature and the outdoors; and

**WHEREAS**, creating a livable, safe, and responsible community by supporting safe recreational amenities, pathways and trails; and

**WHEREAS**, supporting the positive economic impacts of connecting our communities to nature and the outdoors from the Parks and Recreation Industry; and

**WHEREAS**, it is the desire of the Alvin City Council that a copy of this resolution be presented to the Governor of Texas and the leadership of the 86th Texas Legislature.

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

1. That members of the 86th Legislature of Texas seek support of legislation that provides stewardship, health and well-being, and connectivity for local and state parks.

**AND, IT IS SO RESOLVED.**

**PASSED AND APPROVED** on this the 7<sup>th</sup> day of February 2019.

**CITY OF ALVIN, TEXAS**

**ATTEST:**

By: \_\_\_\_\_  
Paul A. Horn, Mayor

By: \_\_\_\_\_  
Dixie Roberts, City Secretary