

City of Alvin, Texas

Paul Horn, Mayor

Glenn Starkey, Mayor Pro-tem, District D
Brad Richards, At Large Pos. 1
Joel Castro, At Large Pos. 2
Martin Vela, District A



Adam Arendell, District B
Keith Thompson, District C
Gabe Adame, District E

ALVIN CITY COUNCIL AGENDA THURSDAY, JANUARY 16, 2020 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 48 hours prior to the meeting time. City Hall is wheel chair accessible and a sloped curb entry is available at the front east entrance to City Hall.

NOTICE is hereby given of a Regular Meeting and Executive Session of the City Council of the City of Alvin, Texas, to be held on **THURSDAY, JANUARY 16, 2020**, 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. **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 December 19, 2019 City Council meeting minutes.
 - B. Consider a final plat of Mustang Ridge Section 2 (located along the east side of Mustang Road and south of the Nelson Road intersection), being a Planned Unit Development subdivision containing 15.916 acres of land located in the H.T. & B.R.R. Company Survey, Abstract 225, in the City of Alvin, Brazoria County, Texas.
 - C. Consider a final plat of Nickels 1462 Addition (located southeast of the intersection of FM 1462 and Sky ranch Drive), a subdivision containing 1.816 acres, being a replat of lot 4-A of the A.J. Owen Subdivision part of Myles O'Donnell Survey, Abstract No. 489, Brazoria County, Texas.
 - D. Consider a final plat of Warehouse Business Park (2443 N. Gordon Street), being a subdivision of 29.0369 acres of land situated in the Hooper and Wade Survey, Section 21, Abstract No. 421, City of Alvin, Brazoria County, Texas.
 - E. Consider a License Agreement for Exclusive Use of City Property between the City of Alvin and the Alvin Sunrise Rotary Foundation for the Music Festival and Bar-B-Q Cook-off to be held at Briscoe Park from Friday March 27, 2020 thru Sunday, March 29, 2020; and authorize the City Manager to sign said agreement.

- F. Consider Resolution 20-R-01, finding that the Frontier Day event serves a public purpose for the City of Alvin and approving a multi-year agreement with the Texas Department of Transportation for the temporary closure of a portion of Business 35 (Gordon Street) for the parade; authorizing the Mayor to sign the agreement; and setting forth other provisions related thereto.
- G. Consider Resolution 20-R-02, finding that the Home for the Holidays event serves a public purpose for the City of Alvin and approving a multi-year agreement with the Texas Department of Transportation for the temporary closure of a portion of Business 35 (Gordon Street) for the parade; authorizing the Mayor to sign the agreement; and setting forth other provisions related thereto.
- H. Consider an Agreement with Horizon International Group LLC, through the Choice Partners Cooperative Purchasing Network, to provide and install a 100 - ton chiller and 7.5 HP recirculating pump, both as a direct replacement of existing equipment at the Alvin Police Department, in an amount not to exceed \$180,306.00; and authorize the City Manager to sign the Agreement upon legal review.
- I. Acknowledge receipt of the 2019 Quarterly Investment Report ending December 31, 2019.

5. OTHER BUSINESS

- A. Consider the 2020 Interlocal Agreement for Emergency Services with Brazoria County Emergency Services District #3 (ESD); and authorize the Mayor to sign upon legal review.
- B. Consider Ordinance-20-B amending Chapter 24-1/2, Manufactured Homes and Manufactured Home Parks, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending Article V. Recreational Vehicle Parks and Resorts, by not allowing for the construction of new Recreational Vehicle Resorts; providing for a penalty; and setting forth other provisions related thereto.

6. REPORTS FROM CITY MANAGER

- A. Items of Community Interest and review preliminary list of items for next Council meeting.

7. 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.

8. EXECUTIVE SESSION

City Council will meet in Executive Session pursuant to the Texas Government Code:

- A. **Section 551.072:** Deliberation regarding the purchase, exchange, lease or value of real properties:
 - 1. Land purchase of property near Briscoe Park
 - 2. Land purchase of property near City Hall

9. RECONVENE TO OPEN SESSION

- A. Take action on Executive Session item(s) if necessary.

10. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, on MONDAY, JANUARY 13, 2020 at 5:45 P.M.



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

Dixie Roberts, City Secretary

Removal Date: _____

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

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY DECEMBER 19, 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: Mayor Paul A. Horn; Mayor Pro-Tem Glenn Starkey; Councilmembers: Gabe Adame, Adam Arendell, Joel Castro, Brad Richards, Keith Thompson and Martin Vela.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, City Secretary; Michael Higgins, Chief Financial Officer; Michelle Segovia, City Engineer; Brandon Moody, Interim Public Services Director and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Ari' Anna Cole, Alvin High School Choir, gave the invocation in song to "Oh Holy Night."

Council member Starkey led the Pledge of Allegiance to the American Flag; and Council member Thompson led the Pledge to the Texas Flag.

PUBLIC HEARING

Second of two required public hearings to receive comment on the proposed voluntary annexation of a piece of land described as a tract containing 5.058 acres out of lot number twenty-nine (29) of the Willdford and Arnim Subdivision of Section 10 H.T.& B.R.R. Survey, Abstract 478, Brazoria County, Texas. Along with that certain portion of County Road 161 (right-of-way 60 feet in width) recorded in volume 1069 page 371 of the Brazoria County Deed Records adjoining said 4.678-acre tract.

Blake and Kelley Lacy are petitioning the City to annex approximately 5.058 acres of land, located at 3513 County Road 161, for the purpose of developing the tract by constructing a multi-phase business park.

Resolution 19-R-40 adopted by City Council on November 7th set two public hearings for December 5, 2019, and December 19, 2019. The first public hearing was held on December 5th, there were no public comments made. This is second of the two required public hearings.

A special meeting will be held on January 9, 2020 for the final approval of this voluntary annexation.

Mayor Horn opened the public hearing at 7:07 p.m. There were no comments made. Mayor Horn closed the public hearing at 7:08 p.m.

PRESENTATIONS

City Council Chambers Seat Dedication in memory of Jeannette Stuksa.

Mayor Horn and the members of Council dedicated a seat in memory of Jeanette Stuksa; members of the Stuksa family were in attendance for the dedication.

Alvin Police Department Annual Update.

Robert Lee, Police Chief, gave an update on the Police Department.

PUBLIC COMMENT

There were no comments from the public.

CONSENT AGENDA

Consider approval of the December 5, 2019 City Council meeting minutes.

Acknowledge receipt of the Quarterly Financial Report ending September 30, 2019.

Consider the resale of trust property located on Wolford Lane, A0420 Hooper & Wade, Tract 11A-11A2, .0136 Acres, for the sum of \$2,700 – Account #0420-0103-130.

Section 34.05 of the Texas property Tax Code states that the taxing entity that is holding the property in trust for itself and the other taxing entities, may sell the property at a private sale. If the property is sold for less than the amount due in the judgment of the market value specified in the judgment, consent is required from each taxing entity that is entitled to receive proceeds from the sale under the judgment.

In this case, a tract of land located within the Alvin City limits is being held in trust by Brazoria County for all taxing entities that are owed back taxes on the site. The offer on the property is less than the judgment due, therefore the Property Tax Resale Committee of Brazoria County is requesting approval by all governing bodies. The resale committee, comprised of five members and listed on the property information sheet attached, have already considered the amount due, the bid amount, value, and the duration the property has been held in trust.

The property is located on Wolford Lane (A0420 Hooper & Wade, Tract 11A-11A2), as shown in the supporting documents. Wolford Lane is a private road and no address has been assigned to this property. The property is located along West Highway 6 behind what used to be the Santa Barbara Restaurant.

There is a private street/gravel driveway (Wolford Lane) within this property, that appears to have always been owned by an individual, probably the same individual that divided the property into lots originally. From a land division standpoint, the tract that this road is in does not go anywhere. The property owners that have access from this road most likely have an access agreement. If the buyer were to block their access, they would have a legitimate claim since the road has been used by all surrounding property owners for numerous years to access their properties. Staff feels that this isn't a situation where the City needs to step in, especially since it would be difficult and costly to make it comply with our subdivision ordinance, and we would be accepting maintenance of the roadway, which is currently a narrow dirt driveway.

The tax judgment of \$4,450.45 represents the taxes, penalty and interest due from 2008–2012 for all taxing entities. There is also a post judgment tax amount of \$1,548.95 from 2013 – 2015, for a combined total tax due to all entities of \$5,999.40, in which \$1,699.10 is due to the City of Alvin.

Brazoria County is seeking City Council's approval on a property tax resale as follows:

The amount of the offer to Brazoria County is \$2,700.00. However, the amount available for distribution to the taxing entities is \$1,593.98 after deducting \$1,106.02 in court costs; and covers all pre and post judgment taxes due to all entities. As a result, the pro rata amount the City of Alvin will receive is \$454.30.

The redemption time period expired July 21, 2015, in which the current property owners had an opportunity to reclaim the property. This did not occur.

City staff have reviewed and there are no impending public projects or obvious public needs for the property to try pursuing City ownership. Staff recommends approval of this tax resale.

Land Value: \$ 5,830

Total Taxes due (from all entities): \$5,999.58

City of Alvin Taxes due: \$1,699.28

Offer: \$2,700 (to be distributed)

Net to Distribute to Taxing Entities		
Brazoria	15.50%	\$247.06
Alvin ISD	44.11%	\$703.05
ACC	6.67%	\$106.27
BC C&R#3	5.23%	\$83.30
City of Alvin	28.50%	\$454.30
Total	100%	\$1,593.98

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

OTHER BUSINESS

Consider Resolution 19-R-43, for the re-appointment of directors on the Kendall Lakes TIRZ Board and Authority Board for odd numbered positions #1, #3, #7, and #9 from December 31, 2019 to December 31, 2021; and the appointment of Ricky Kubeczka as chairman.

The Kendall Lakes Tax Increment Reinvestment Zone (TIRZ) was created in 2005 to assist in the development of Kendall Lakes, a residential, commercial, and industrial area on the north side of the City of Alvin. There is a tax increment that is used for providing the needed infrastructure for the site through the ability of using bond proceeds. The TIRZ Authority and Board have the responsibility to develop policies that ensure good quality development for this site. TIRZ board members serve staggered even and odd year terms. Those positions up for re-appointment are Position #1 held by Lindsey Vaughn, Position #3 held by Alfred Froberg, Position # 7 held by Ron Mercer and Position #9 held by Ricky Kubeczka. The Chair of both the Board and Authority is Ricky Kubeczka and this position is reappointed each year. Staff recommends the current directors be reappointed in their respective terms that would expire December 31, 2021, and to reappoint Ricky Kubeczka as the Chair of both the TIRZ and Authority Boards.

Council member Castro moved to approve Resolution 19-R-43, re-appointing Position #1 held by Lindsey Vaughn, Position #3 held by Alfred Froberg, Position #7 held by Ron Mercer and Position #9 held by Ricky Kubeczka to the Kendall Lake TIRZ Board and Authority who's terms will expire December 31, 2021, and to reappoint Ricky Kubeczka as Chair of both the TIRZ and the Authority Board. Seconded by Council member Starkey; motion carried on a vote of 6 Ayes.

Consider the approval of the final payment of \$207,462.62 to the Texas Department of Transportation for the City of Alvin's 2005 Bridge Replacement Project, CCSJ 0912-31-203.

In 2005, the City entered into an Advanced Funding Agreement with TxDot for the following Bridge Replacements in the City:

*CR 149
Old Galveston Road
o South Street
o Adoue Street*

The following is the chronology of events for the Bridge Project:

- May 2011 – first substantive meeting discussing the bridge projects after initial project was suspended in 2009/2010 – City to obtain ROW for all 4 bridges*
- July 2012 – TxDot let the project and opened the bidding. At this point, the City had only obtained ROW for Adoue and South Streets.*
- May 2013 – Adoue Street Bridge completed*
- November 2013 – South Street Bridge completed*
- November 2013 – “time suspended” due to lack of ROW obtained on CR 149 and Old Galveston Road (condemnation proceedings and other issues with property owners occurring during this time)*
- October/November 2014 – Council approves Old Galveston Road and CR 149 easements*
- February/March 2015 – construction begins on Old Galveston Road and CR 149 Bridges*
- October 2015 – Old Galveston Road Bridge completed*
- February 2016 – CR 149 Bridge completed*
- January 2017 – Contractor submits a Change Order to TxDot for costs incurred and associated with the delay as a result of the Right of Way being obtained for CR 149 and Old Galveston Road (as provided for in the 2005 Advanced Funding Agreement).*
- August 2017 – the City received and signed the Change Order from TxDot in the amount of \$221,922.77, owed by the City for the delay costs incurred by not having the ROWs on CR 149 and Old Galveston Road. TxDot was then to close the project and obtain a final request from the City for the payment.*

On or about October 30, 2019, the City received the Final Invoice from TxDot, in the amount of \$207,462.62. The sales tax street fund will be used for the payment of this invoice. Staff recommended approval of the payment to the Texas Department of Transportation.

Council member Thompson moved to approve the final payment of \$207,462.62 to the Texas Department of Transportation for the City of Alvin's 2005 Bridge Replacement Project, CCSJ 0912-31-203. Seconded by Council member Starkey; motion carried on a vote of 6 Ayes.

Authorize disbursement to Magna Flow Environmental, Inc. for digester basin cleaning services at the Wastewater Treatment Plant in the amount of \$161,830.20 for the Wastewater Treatment Plant Optimization Phase II Project.

Magna Flow Environmental, Inc. invoice 58158 includes services that were rendered to clean out digester basins three, four, and five at the Wastewater Treatment Plant (WWTP). These cleaning services were required to allow the contractor working on the Wastewater Treatment Plant Optimization Phase II Project to complete the scope of work that was required within each of the three basins. This work allowed the WWTP Project to move forward without the need for the contractor to demobilize, only to remobilize a few weeks later to complete the work. Three (3) quotes were received, with Magna Flow having the lowest price.

SET Environmental: \$379,800.00
Hydrokinetics: \$256,573.80
Magna Flow: \$161,830.20

The three basins have been in service continually for the last 20 years and therefore have not had the opportunity to be completely cleaned out, resulting in a large amount of sludge/grit build up in each basin. Staff recommended approval of the payment Magna Flow Environmental, Inc.

Council member Starkey moved to authorize the disbursement to Magna Flow Environmental, Inc. for digester basin cleaning services at the Wastewater Treatment Plant in the amount of \$161,830.20 for the Wastewater Treatment Plant Optimization Phase II Project. Seconded by Council member Richards; motion carried on a vote of 4 Ayes and 2 Nos by Council member Adame and Castro.

Consider Resolution 19-R-44, accepting the donation of \$10,000 in gift cards from CTSLW LTD, LP to the Alvin Police Department to be used to assist needy families.

CTSLW LTD, LP contacted the Police Department wanting to make a donation for a program whereby officers could assist those in need. He was advised that gift cards would be the best vehicle for giving out assistance, as gift cards can be used for food, gas, etc.

The donor far surpassed our expectations when they provided \$10,000 worth of gift cards to the Police Department for this purpose. The Police Department will keep these gift cards and they will be made available to supervisors to be dispensed as intended, when needy individuals/families are identified through our day-to-day operations. A policy determining who qualifies and for how much will be put in place, along with tracking of the gift cards, once Council has passed this Resolution accepting the donation for such a program. Staff recommended approval of Resolution 19-R-44.

Council member Castro moved to approve Resolution 19-R-44, accepting \$8,800 in Gift Cards from CTSLW LTD, LP for the Alvin Police Department to use to assist needy families. Seconded by Council member Richards; motion carried on a vote of 6 Ayes.

Consider Ordinance 19-DD, amending the City of Alvin Fiscal Year-End budget (FY19) by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the budget accounts in all funds set forth in the attached Exhibit "A."

Each fiscal year, the City amends the budget twice. In the Spring (mid-fiscal year), the City amends the budget to appropriate any prior year budget surplus to fund new capital items. In the Fall (fiscal year-end), the City amends the budget to appropriate or adjust (authorized/approved) revenues and/or expenditures which occurred during the year that were not originally budgeted. Reason being, under certain circumstances, staff has more definite revenue and cost information at year end.

FY19 has ended and staff needs to make budget adjustments as a way to put the final FY19 budget in line with actual (approved and/or authorized) revenues and expenditures for financial reporting purposes. Per the City's auditor's recommendation, the City should do a batch budget amendment at the end of the fiscal year to capture expenditures and/or revenues from the year that require a budget amendment. Staff recommended approval of Ordinance 19-DD.

Council member Thompson moved to approve Ordinance 19-DD, amending the City of Alvin FY19 Fiscal Year End budget by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in the attached Exhibit "A."

Seconded by Council member Richards; motion carried on a vote of 5 Ayes and 1 No by Council member Castro.

Consider Ordinance 19-EE, amending the City of Alvin FY19 budget for the purpose of appropriating \$2,353,177.95 of prior fiscal year outstanding encumbrances into the current fiscal year as set forth for each individual account in the attached Exhibit "A."

Each fiscal year, the City amends the budget twice. In the Spring (mid-fiscal year), the City amends the budget to appropriate any prior year budget surplus to fund new capital items. In the Fall (fiscal year-end), the City amends the budget to appropriate or adjust (authorized/approved) revenues and/or expenditures which occurred during the year that were not originally budgeted. Reason being, under certain circumstances, staff has more definite revenue and cost information at year end.

FY19 has ended and staff needs to make budget adjustments as a way to put the final FY19 budget in line with actual (approved and/or authorized) revenues and expenditures for financial reporting purposes. Per the City's auditor's recommendation, the City should do a batch budget amendment at the end of the fiscal year to capture expenditures and/or revenues from the year that require a budget amendment. Staff recommended approval of Ordinance 19-DD.

Council member Starkey moved to approve Ordinance 19-EE, amending the City of Alvin FY19 budget for the purpose of appropriating \$2,353,177.95 of prior fiscal year outstanding encumbrances into the current fiscal year as set forth for each individual account in the attached Exhibit "A." Seconded by Richards; motion carried on a vote of 5 Ayes and 1 No by Council member Vela.

Consider the cancellation of the January 2, 2020 regularly scheduled City Council meeting.

Thursday, January 2, 2020 all non-emergency city offices will be closed in observance of the New Year's holiday. As a result, staff proposes to cancel the January 2, 2020 regular city council meeting.

Council member Vela moved to approve the cancellation of the January 2, 2020 regular city council meeting. Seconded by Council member Thompson; motion carried on a vote of 6 Ayes.

REPORTS FROM CITY MANAGER

Items of Community Interest and review preliminary list of items for next Council meeting.

Mr. Junru Roland announced items of community interest; and he reviewed the preliminary list for the January 16, 2020 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, City Secretary, reviewed items of community interest.

Council member Thompson wished everyone a Merry Christmas and a Happy New and to stay safe when traveling.

Council member Vela commended the city employees for their services to the city; he wished everyone a Merry Christmas and a Happy New Year. He reminded citizens that fireworks are illegal in the city limits

Council member Richards wished everyone a Merry Christmas and a Happy New. He expressed his gratitude for representing the citizens of Alvin.

Council member Castro wished everyone a Merry Christmas and a blessed New Year. He also spoke of optimism for the new year.

Council member Adame reminded those in attendance of the Jr. Gordon Concert and Toy Drive on December 20th at Scopel Square.

Council member Starkey expressed words of caution and reminders for a safe holiday season.

Mayor Horn thanked Ari'Anna Cole for singing earlier in the meeting. He expressed pride in showcasing the youth in our community.

ADJOURNMENT

Mayor Horn adjourned the meeting at 8:19 p.m.

PASSED and APPROVED the 16th day of _____ 2020.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 1/16/2020

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Mustang Ridge Section 2 (located along the east side of Mustang Road and south of the Nelson Road intersection), being a Planned Unit Development subdivision containing 15.916 acres of land located in the H.T. & B.R.R. Company Survey, Abstract 225, in the City of Alvin, Brazoria County, Texas.

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

Summary: On November 26, 2019, the Engineering Department received the final plat of Mustang Ridge Section 2 for review. The property is located along the east side of Mustang Road and south of the Nelson Road intersection. This section consists of sixty-eight (68) single-family lots, six (6) reserves, and four (4) blocks. This plat complies with all requirements of the City's Subdivision Ordinance.

The Planning Commission unanimously approved the plat at their meeting on December 17, 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:** _____

Supporting documents attached:

- [Click HERE to view Final Plat of Mustang Ridge Section 2.](#)

Recommendation: Move to approve the final plat of Mustang Ridge Section 2 (located along the east side of Mustang Road and south of the Nelson Road intersection), being a Planned Unit Development subdivision containing 15.916 acres of land located in the H.T. & B.R.R. Company Survey, Abstract 225, in the City of Alvin, Brazoria County, Texas.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager



AGENDA COMMENTARY

Meeting Date: 1/16/2020

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Nickels 1462 Addition (located southeast of the intersection of FM 1462 and Skyranch Drive), a subdivision containing 1.816 acres, being a replat of lot 4-A of the A.J. Owen Subdivision part of Myles O'Donnell Survey, Abstract No. 489, Brazoria County, Texas.

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

Summary: On November 26, 2019, the Engineering Department received the final plat of Nickels 1462 Addition for review. The property is located in the City of Alvin southeast of the intersection of FM 1462 and Skyranch Drive. The plat consists of 1 lot and 1 block and is being platted for future commercial development. This plat complies with all requirements of the City's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on December 17, 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:** _____

Supporting documents attached:

- [Click HERE to view Final Plat of Nickels 1462 Addition.](#)

Recommendation: Move to approve the final plat of Nickels 1462 Addition (located southeast of the intersection of FM 1462 and Skyranch Drive), a subdivision containing 1.816 acres, being a replat of lot 4-A of the A.J. Owen Subdivision part of Myles O'Donnell Survey, Abstract No. 489, 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



AGENDA COMMENTARY

Meeting Date: 1/16/2020

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Warehouse Business Park (2443 N. Gordon Street), being a subdivision of 29.0369 acres of land situated in the Hooper and Wade Survey, Section 21, Abstract No. 421, City of Alvin, Brazoria County, Texas.

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

Summary: On November 26, 2019, the Engineering Department received the final plat of Warehouse Business Park for review. The property is located at 2443 N. Gordon Street. The property is being platted in order to consolidate multiple tracts into one reserve for future commercial development by Southwest Refractory of Texas, LLC. This plat complies with all requirements of the City's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on December 17, 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:** _____

Supporting documents attached:

- [Click HERE to view Final Plat of Warehouse Business Park.](#)

Recommendation: Move to approve the final plat of Warehouse Business Park (2443 N. Gordon Street), being a subdivision of 29.0369 acres of land situated in the Hooper and Wade Survey, Section 21, Abstract No. 421, City of Alvin, Brazoria County, Texas.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager



AGENDA COMMENTARY

Meeting Date: 1/16/2020

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 Festival and Bar-B-Q Cook-off to be held at Briscoe Park from Friday March 27, 2020 thru Sunday, March 29, 2020; 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 27 - 29, 2020) in Briscoe Park to include food and alcoholic beverages, music and other entertainment.

Alvin Sunrise Rotary 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 \$20,000 of Hotel Occupancy Tax funds thru the H.O.T. fund grant program (\$10,000 distribution payment made October 17, 2019)
- Authorize Alvin Sunrise Foundation to sell alcoholic beverages on City property
- Waive tent permit fees for individual participating cookers/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 for inspection of cookers 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: _____

Supporting documents attached:

- License Agreement for Exclusive Use of City Property
 - Exhibit A - Map
 - License Agreement for Exclusive Use of City Property - Redline
 - 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 Park from Friday, March 27, 2020 thru Sunday, March 29, 2020; and authorize the City Manager to sign said agreement.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

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

THIS LICENSE AGREEMENT (“Agreement”) is entered into on this 16 day of January , 2020, 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 23, 2020, at 6:00 a.m. and continue through Sunday, March 29, 2020, at 9:00 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 27, 2020, beginning at 4:00 p.m. through 12:00 a.m., Saturday, March 28, 2020, beginning at 10:00 a.m. through 12:00 a.m., and again Sunday, March 29, 2020 beginning at 12:00 p.m. through 7:00 p.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 Twenty Thousand and No/100 Dollars (\$20,000) 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 HOT Tax Committee on September 4, 2019.
- 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: _____

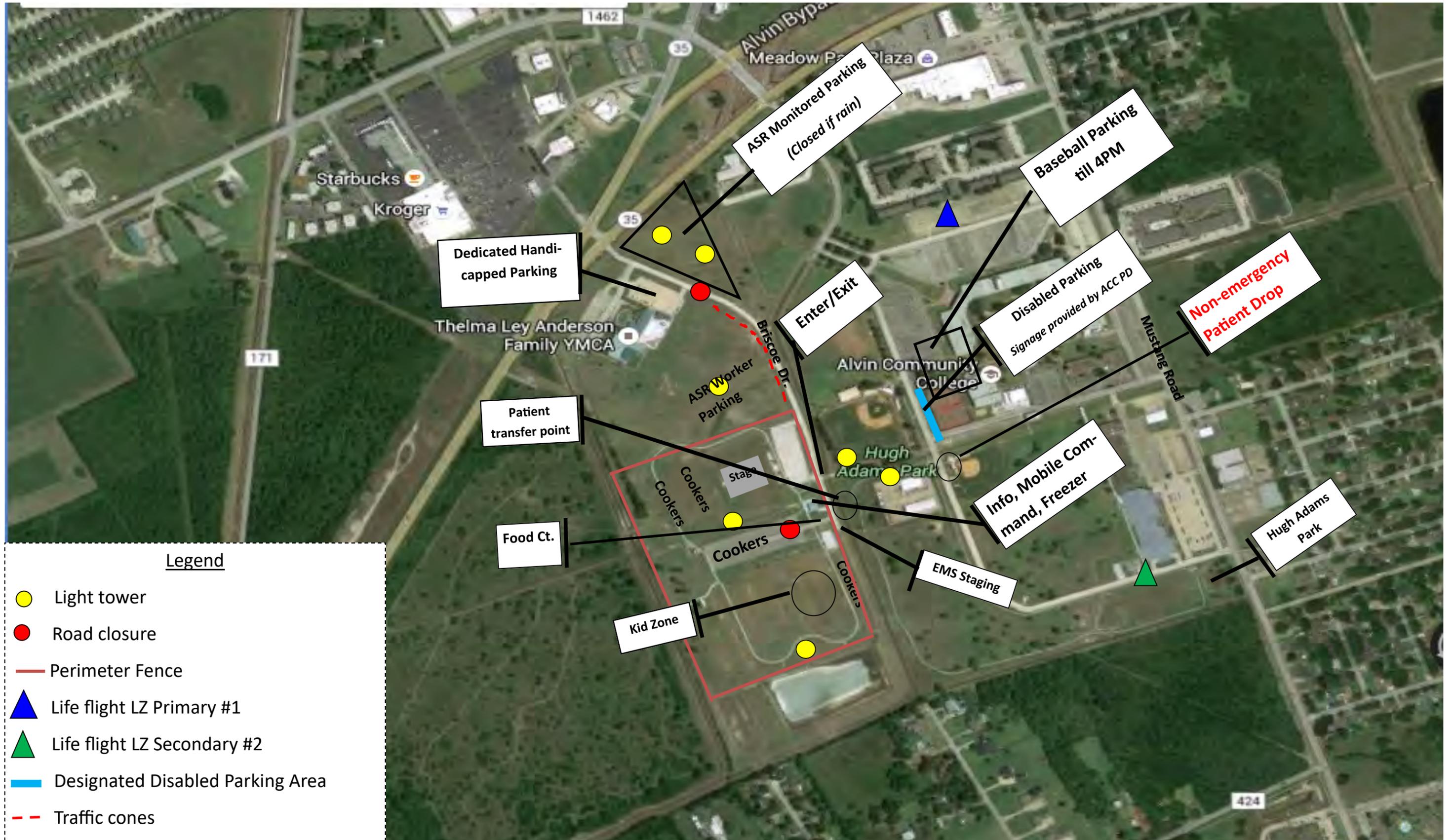
Title: Vice President, Alvin Sunrise Rotary Foundation

Print Name: Robert Vasquez

Date: _____

Attachment: Exhibit A [map]

2020 Alvin Sunrise Rotary Music Festival



Legend

- Light tower
- Road closure
- Perimeter Fence
- ▲ Life flight LZ Primary #1
- ▲ Life flight LZ Secondary #2
- ▬ Designated Disabled Parking Area
- - Traffic cones

**LICENSE AGREEMENT
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THIS LICENSE AGREEMENT (“Agreement”) is entered into on this _____ day of _____, 2020, 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 23, 2020, at 6:00 a.m. and continue through Sunday, March 29, 2020, at 59:00 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 27, 2020, beginning at 4:00 p.m. through 12:00 a.m., ~~and again~~ Saturday, March 28, 2020, beginning at 10:00 a.m. through 12:00 a.m., ~~and again~~ Sunday, March 29, 2020 beginning at 12:00 p.m. through 7:00 p.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:

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- 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 **Twenty Thousand and No/100 Dollars (\$18,000) (\$20,000)** 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 HOT Tax Committee on September 4, 2019.**
- 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: **Vice** President, Alvin Sunrise Rotary Foundation

Print Name: Robert Vasquez

Date: _____

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

Contact Person / Safety Liaison

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

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

ACTIVITY/EVENT: Alvin music Festival & cook-off

SPONSORING AGENCY: Alvin Sunrise Rotary Foundation

DATE(S) OF EVENT: march 23-30

TIME OF EVENT: From 6am To 12am
(Please include set-up and take-down time)

PURPOSE OF ACTIVITY/EVENT: Fundraiser

REVENUE GENERATED: YES (X) NO ()

PURPOSE OF REVENUE: Give back to Community

CONTACT PERSON: Terry Droegge

CONTACT ADDRESS: P.O. Box 42

CITY: Alvin STATE: Tx ZIP: 77511

HOME PHONE: 281 331 3172 MOBILE: 281 932 8663

E-MAIL: terry@tdecinc.com FAX: 281 585 5490

*SAFETY LIAISON: Robert Vasquez

HOME PHONE: 832 347 4106 MOBILE: 832 347 4106

E-MAIL: robertvasquez76@yahoo.com FAX: N/A



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

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

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

YES NO

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

*see attached fee structure for pricing

*see attached permit application and rules

**TENT STRUCTURE
PERMIT REQUESTED:**

YES NO

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

*see attached fee structure for pricing

*see attached permit application

**SOUND & NOISE
PERMIT REQUESTED:**

YES NO

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

*see attached fee structure for pricing

*see attached permit application



www.alvin-tx.gov

CITY OF ALVIN

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Parks and Recreation

COMMUNITY WIDE EVENT APPLICATION

**CARNIVAL AND FAIR
OPERATIONAL PERMIT
REQUESTED:**

YES NO

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

*see attached fee structure for pricing

*see attached permit application

**ALCOHOLIC BEVERAGE
SALES/DISTRIBUTION:**

YES NO

IF YES: Only available to Recognized Groups

*see Benefits and Governance of the Recognized Group

ROAD CLOSURES:

YES NO

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

TIME OF CLOSURE(S):

From: March 23 To: March 30

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

SECURITY:

YES NO

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

INSURANCE:

YES NO

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



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

TEMPORARY SIGNS: YES NO

IF Yes: Sec. 17 ½ - 59 Special event signs applies.

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

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

RESTROOM FACILITIES:

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

*see attached fee structure for pricing

PARK RENTAL:

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

*see attached fee structure for pricing

*see attached Park Rules

SITE PLAN:

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

*Requested road closure map shall accompany this document.



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Parks and Recreation

COMMUNITY WIDE EVENT APPLICATION

REFUSE / RECYCLING COLLECTION:

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

ADVERTISING & PROMOTIONS:

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



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CITY OF ALVIN

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

Parks and Recreation

COMMUNITY WIDE EVENT APPLICATION

INDEMNITY AGREEMENT

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

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

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

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

AFFIDAVIT OF APPLICANT/REQUESTING ENTITY:

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

Applicant: Alvin Sunrise Rotary
Terry Droege

Festival chairman
Title (Print or type)

Date of Application: 10/1/19

[Signature]
Signature of Applicant (Event Organizer)

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.

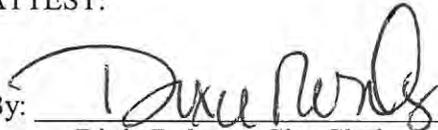
Section 3. That the City Council, on behalf of the citizens of the City of Alvin, hereby expresses its appreciation to the Alvin Sunrise Rotary Club, and accepts the generous donations that will total approximately \$51,000 at the end of seven (7) years, to provide much needed money and equipment to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

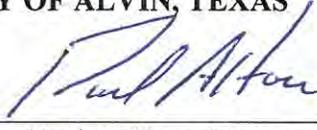
Section 5. Open Meeting Act. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meeting Act, *Chapt. 551, Tex. Gov't 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. ²⁰¹⁴~~2015~~ *DK MCH*
("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 31st, 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.

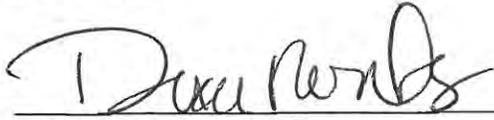
14. Amendment. By mutual consent of the City and Donor, Donor's legally or duly appointed agent or attorney-in-fact, or the personal representative of Donor, any provision of this Agreement may be amended, modified, or deleted. Any such changes, deletions or additions shall be recorded in written signed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



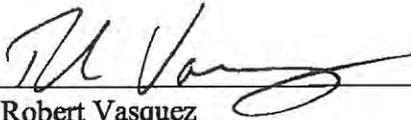
Paul A. Horn, Mayor

ALVIN SUNRISE ROTARY CLUB



Michael Hoover

Title: President



Robert Vasquez

Title: Past President



AGENDA COMMENTARY

Meeting Date: 1/16/2020

Department: Parks and Recreation

Contact: Dan Kelinske, Director

Agenda Item: Consider Resolution 20-R-01, finding that the Frontier Day event serves a public purpose for the City of Alvin and approving a multi-year agreement with the Texas Department of Transportation for the temporary closure of a portion of Business 35 (Gordon Street) for the parade; authorizing the Mayor to sign the agreement; and setting forth other provisions related thereto.

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

Summary: In order to facilitate the Frontier Day parade being located on a portion of Gordon Street / Business 35, the Texas Department of Transportation requires that the City of Alvin submit an agreement for the temporary closure of the state right of way. This agreement is a multi-year agreement (no to exceed 5 years). This resolution authorizes the agreement with TXDOT to temporarily close a portion of Gordon Street for the specific purpose of a parade.

Each year, prior to the event, the City will send TXDOT a letter of intent outlining the event with the certificate of insurance but no additional TXDOT approval is required for the term of this agreement.

Staff recommends approval of Resolution 20-R-01.

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

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

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

Supporting documents attached:

- Res. 20-R-01
- TXDOT Multi-Year Agreement

Recommendation: Move to approve Resolution 20-R-01, finding that the Frontier Day event serves a public purpose for the City of Alvin and approving a multi-year agreement with the Texas Department of Transportation for the temporary closure of a portion of Business 35 (Gordon Street) for the parade; authorizing the Mayor to sign the agreement; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

RESOLUTION 20-R-01

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS FINDING THAT THE “FRONTIER DAY” EVENT SERVES A PUBLIC PURPOSE FOR THE CITY OF ALVIN, TEXAS; AND APPROVING A MULTI-YEAR AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF A PORTION OF BUSINESS 35 (GORDON STREET) FOR THE PARADE; AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, City of Alvin requests the temporary closure of a portion of Business 35 (Gordon Street), located within the City of Alvin incorporated area; and

WHEREAS, the City Council of the City of Alvin finds that the “Frontier Day” event serves a public purpose, and in cooperation with the State of Texas ensures that the temporary closure of the State’s right of way will be performed within the State’s requirements; and

WHEREAS, the City Council authorizes the City of Alvin to enter into the Multi-Year Agreement for the Temporary Closure of State Right of Way with the Texas Department of Transportation; **NOW THEREFORE**,

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

Section 1. That the Multi-Year Agreement for the Temporary Closure of State Right of Way, attached hereto as Exhibit 1 and made a part hereof, between the State of Texas and the City of Alvin, Texas, for the temporary closure of a portion of Business 35 (Gordon Street) for the Frontier Day parade, is hereby approved, and the Mayor is hereby authorized to execute said contract on behalf of the City of Alvin and to transmit the same to the State of Texas for appropriate action.

Section 2. That this Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED on this the 16th day of January, 2020.

THE CITY OF ALVIN, TEXAS

ATTEST

Paul A. Horn, Mayor

Dixie Roberts, City Secretary

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

STATE OF TEXAS §

COUNTY OF BRAZORIA §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY – MULTI-YEAR AGREEMENT
FOR FRONTIER DAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the “State,” and the City of Alvin Texas, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the “local government.”

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Highway 35 and Gordon Street, in Alvin, Brazoria County; and

WHEREAS, the local government has requested the temporary closure of a portion of **SH 35 (Gordon Street)** for the purpose of the Frontier Day Parade, as described in the attached “Exhibit A,” hereinafter identified as the “**Event**,” and

WHEREAS, the Event will be located within the local government’s incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State’s right of way will be performed within the State’s requirements; and

WHEREAS, on the 16th day of January, 2020, the Alvin City Council passed Resolution No. 20-R-01, attached hereto and identified as “**Exhibit B**,” establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and the maximum duration of this agreement shall not exceed five years unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

Give a physical description of the annual event and when it will be held, the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, number and type of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a **location map** and identified as "**Exhibit C.**"

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Agreement No. _____
 District # _____
 Code Chart 64 # _____
 Project: _____

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
<u>Mayor</u>	Texas Department of Transportation
<u>City of Alvin</u>	<u>Eliza Paul, P.E.</u>
<u>216 West Sealy</u>	<u>District Engineer</u>
<u>Alvin, Texas 77511</u>	<u>Houston District</u>

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF ALVIN

Executed on behalf of the local government by:

By _____ Date _____
 Mayor

 Typed or Printed Name and Title

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
 District Engineer

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

Exhibit A
“Letter of Intent with Date & Time of Event”

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

Exhibit B Resolution

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

Exhibit C
LOCATION MAP



CITY OF ALVIN

1500 South Gordon Street ♦ Alvin, Texas 77511 ♦ (281) 388-4370 ♦ FAX (281) 388-4380

Police Department

January 13, 2020

Ms. Flores Burch
Special Events Coordinator
Texas Department of Transportation
P.O. Box 1386
Houston, TX 77251

Dear Ms. Burch:

The City of Alvin in Brazoria County is requesting a permit for temporary street closing of Business 35 (Gordon Street) on Saturday, , 20 , from approximately 9:00 a.m. until 11:00 a.m. for an annual parade which kicks off Alvin Rotary Club's annual "Frontier's Day" celebration. We are requesting temporary closure of five (5) blocks of Business 35 (Gordon Street) from Adoue Street, North to Willis Street.

Our traffic control and enforcement plans are to use marked patrol vehicles, barricades, Alvin Police Bike Patrol, Alvin EMS Bike Patrol and foot patrol officers to regulate traffic throughout the parade route. The police department has designed a traffic control plan to protect both motorists and all participants and spectators, and due to the minimal time of closure and the accessibility of the detour route, the plan will neither substantially inconvenience nor impair the safety of the traveling public. Additionally, there will be appropriate passage allowance for emergency vehicle travel.

A map of the parade route as well as the certificate of are included with this submission.

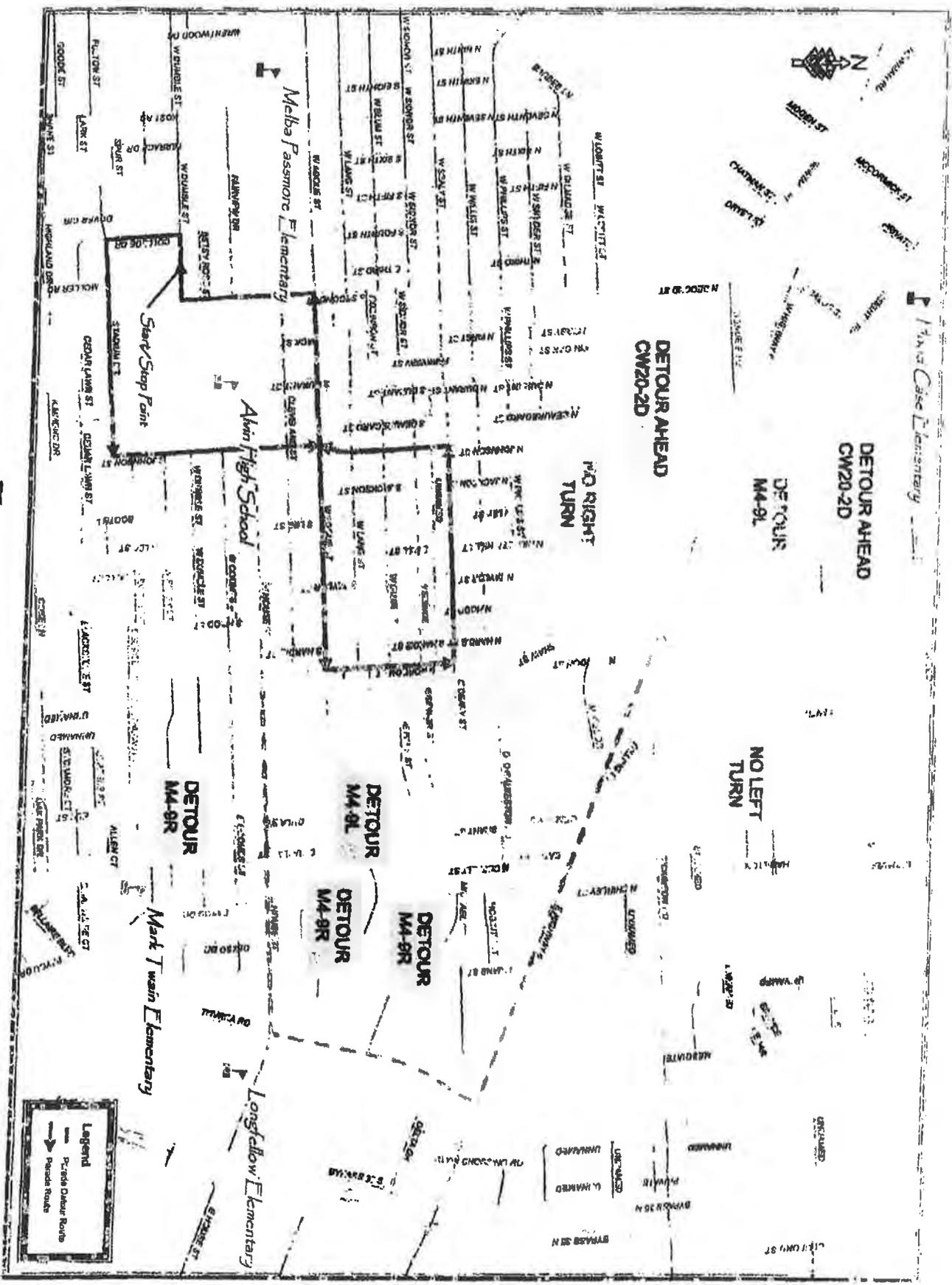
Upon review of this request, please inform me of your approval. Should you need additional information, please feel free to contact me.

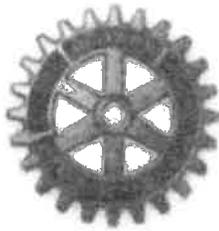
Sincerely,

Robert E. Lee
Chief of Police

REL/la
Encls.

Frontier Day Parade





Alvin Rotary Club

- Home
- Frontier Day
- Parade
- Parade Route
- Judging
- Entry Form
- Event Layout
- Trophy Winners
- Contact Us

Frontier Day Parade Route

The parade begins at the High School Football Stadium parking lot. It then travels down College and turns left onto Stadium Drive. Left turn on Johnson Street to Adoue. Right on Adoue to Gordon Street. Left on Gordon Street to Sealy. Left on Sealy to Johnson Street. Left on Johnson Street to Adoue Street. Right on Adoue Street to Second Street. Left on Second Street back to stadium parking lot.





AGENDA COMMENTARY

Meeting Date: 1/16/2020

Department: Parks and Recreation

Contact: Dan Kelinske, Director

Agenda Item: Consider Resolution 20-R-02, finding that the Home for the Holidays event serves a public purpose for the City of Alvin and approving a multi-year agreement with the Texas Department of Transportation for the temporary closure of a portion of Business 35 (Gordon Street) for the parade; authorizing the Mayor to sign the agreement; and setting forth other provisions related thereto.

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

Summary: In order to facilitate the Home for the Holidays parade being located on a portion of Gordon Street / Business 35, the Texas Department of Transportation requires that the City of Alvin submit an agreement for the temporary closure of the state right of way. This agreement is a multi-year agreement (no to exceed 5 years). This resolution authorizes the agreement with TXDOT to temporarily close a portion of Gordon Street for the specific purpose of a parade.

Each year, prior to the event, the City will send TXDOT a letter of intent outlining the event with the certificate of insurance but no additional TXDOT approval is required for the term of this agreement.

Staff recommends approval of Resolution 20-R-02.

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

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

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

Supporting documents attached:

- Res. 20-R-02
- TXDOT Multi-Year Agreement

Recommendation: Move to approve Resolution 20-R-02, finding that the Home for the Holidays event serves a public purpose for the City of Alvin and approving a multi-year agreement with the Texas Department of Transportation for the temporary closure of a portion of Business 35 (Gordon Street) for the parade; authorizing the Mayor to sign the agreement; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

RESOLUTION 20-R-02

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS FINDING THAT THE “HOME FOR THE HOLIDAYS” EVENT SERVES A PUBLIC PURPOSE FOR THE CITY OF ALVIN, TEXAS; AND APPROVING A MULTI-YEAR AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF A PORTION OF BUSINESS 35 (GORDON STREET) FOR THE PARADE; AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, City of Alvin requests the temporary closure of a portion of Business 35 (Gordon Street), located within the City of Alvin incorporated area; and

WHEREAS, the City Council of the City of Alvin finds that the “Home for the Holidays” event serves a public purpose, and in cooperation with the State of Texas ensures that the temporary closure of the State’s right of way will be performed within the State’s requirements; and

WHEREAS, the City Council authorizes the City of Alvin to enter into the Multi-Year Agreement for the Temporary Closure of State Right of Way with the Texas Department of Transportation; **NOW THEREFORE**,

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

Section 1. That the Multi-Year Agreement for the Temporary Closure of State Right of Way, attached hereto as Exhibit 1 and made a part hereof, between the State of Texas and the City of Alvin, Texas, for the temporary closure of a portion of Business 35 (Gordon Street) for the Home for the Holidays parade, is hereby approved, and the Mayor is hereby authorized to execute said contract on behalf of the City of Alvin and to transmit the same to the State of Texas for appropriate action.

Section 2. That this Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED on this the 16th day of January, 2020.

THE CITY OF ALVIN, TEXAS

ATTEST

Paul A. Horn, Mayor

Dixie Roberts, City Secretary

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

STATE OF TEXAS §

COUNTY OF BRAZORIA §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY – MULTI-YEAR AGREEMENT
FOR HOME FOR THE HOLIDAYS**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the “State,” and the City of Alvin Texas, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the “local government.”

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Highway 35 and Gordon Street, in Alvin, Brazoria County; and

WHEREAS, the local government has requested the temporary closure of a portion of **SH 35 (Gordon Street)** for the purpose of the Home for the Holidays Parade, as described in the attached “Exhibit A,” hereinafter identified as the “**Event**,” and

WHEREAS, the Event will be located within the local government’s incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State’s right of way will be performed within the State’s requirements; and

WHEREAS, on the 16th day of January, 2020, the Alvin City Council passed Resolution No. 20-R-02, attached hereto and identified as “**Exhibit B**,” establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and the maximum duration of this agreement shall not exceed five years unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

Give a physical description of the annual event and when it will be held, the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, number and type of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a **location map** and identified as "**Exhibit C.**"

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Agreement No. _____
 District # _____
 Code Chart 64 # _____
 Project: _____

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
<u>Mayor</u>	Texas Department of Transportation
<u>City of Alvin</u>	<u>Eliza Paul, P.E.</u>
<u>216 West Sealy</u>	<u>District Engineer</u>
<u>Alvin, Texas 77511</u>	<u>Houston District</u>

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF ALVIN

Executed on behalf of the local government by:

By _____ Date _____
 Mayor

 Typed or Printed Name and Title

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
 District Engineer

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

Exhibit A
“Letter of Intent with Date & Time of Event”

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

Exhibit B Resolution

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

Exhibit C
LOCATION MAP



CITY OF ALVIN

1500 South Gordon Street ♦ Alvin, Texas 77511 ♦ (281) 388-4370 ♦ FAX (281) 388-4380

Police Department

January 13, 2020

Ms. Flores Burch
Special Events Coordinator
Texas Department of Transportation
P.O. Box 1386
Houston, TX 77251

Dear Ms. Burch:

Pursuant to the five (5) year agreement between the State of Texas and the City of Alvin regarding road closures, please allow this letter to serve as notice of our desire to temporarily close Business 35 (Gordon Street) on Saturday, December , 20 , from approximately 5:30 p.m. until 6:30 p.m.. The street closure is necessary for the City's annual "Home for the Holiday's" parade. We are requesting temporary closure of five (5) blocks of Business 35 (Gordon Street) from Adoue Street, North to Willis Street.

This is an annual event and our traffic control and enforcement plans are to use marked patrol vehicles, barricades, Alvin Police UTV's, and foot patrol officers to regulate traffic throughout the parade route. The police department has designed a traffic control plan to protect both motorists and all participants and spectators, and due to the minimal time of closure and the accessibility of the detour route, the plan will neither substantially inconvenience nor impair the safety of the traveling public. Additionally, there will be appropriate passage allowance for emergency vehicle travel.

A map of the parade route is included. Other required and supporting documents will be provided by the promoters and other City of Alvin Departments as appropriate.

Upon review of this request, please inform me of your approval. Should you need additional information, please feel free to contact me.

Sincerely,

Robert E. Lee
Chief of Police

REL/la
Encls.

2019 Home for the Holidays Parade

Saturday, December 7th 6:00PM—7:00PM

W. Sealy St. to S. Johnson St. to W. Adoue St. to S. Gordon St. to W. Sealy St.





AGENDA COMMENTARY

Meeting Date: 1/16/2020

Department: Parks and Recreation

Contact: Dan Kelinske, Director

Agenda Item: Consider an Agreement with Horizon International Group LLC, through the Choice Partners Cooperative Purchasing Network, to provide and install a 100 - ton chiller and 7.5 HP recirculating pump, both as a direct replacement of existing equipment at the Alvin Police Department, in an amount not to exceed \$180,306.00; and authorize the City Manager to sign the Agreement upon legal review.

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

Summary: The current chiller and circulation pump are over twenty years old and have exceeded their useful life. Both items were identified for replacement in the Facility Condition Assessment completed in January 2018, added to the five-year facilities capital improvement forecast and budgeted for replacement in FY20.

Advantages of using Choice Partners Cooperative Purchasing Network:

- 1.) Fast Track procurement process
- 2.) Lower procurement and administrative costs
- 3.) Fewer change orders and claims
- 4.) Competitively bid local pricing in a lump sum proposal
- 5.) Ability to accomplish a substantial number of individual projects with a competitively bid contract
- 6.) Oversight through Choice Partners which audits the accuracy of all job order contract proposals

This project is funded in the General Projects Fund (Fund 311).

Time of construction and lead time for chiller is anticipated at fifteen (15) weeks.

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

Funding Account: 311-3501-00-4150 **Amount:** \$180,306.00 **1295 Form Required?** Yes No

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

Supporting documents attached:

- Horizon Proposal
- Page 35 of Facilities Capital Improvement Program

Recommendation: Move to approve an Agreement with Horizon International Group LLC, through the Choice Partners Cooperative Purchasing Network, to provide and install a 100 - ton chiller and 7.5 HP recirculating pump, both as a direct replacement of existing equipment at the Alvin Police Department, in an amount not to exceed \$180,306.00; and authorize the City Manager to sign the Agreement upon 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

HORIZON INTERNATIONAL GROUP
4204 Bellaire
Houston, TX 77025
(713) 660-8282 Tel. (713) 660-0102 Fax

January 9, 2020

Mr. Dan Kelinske
Director of Parks and Recreations
City of Alvin
300W. Sealy St.
Alvin, TX 77511

Re: City of Alvin – Police Department Chiller/Pump Replacement

Dear Mr. Kelinske,

Horizon Group International is pleased to present our proposal for the above referenced project. This project is priced in accordance with our Job Order Contract through Choice Partners 15/041JN-08. The City Cost Index and Choice Partners Coefficient for standard working hours have been applied.

SCOPE OF WORK

Horizon will provide material, labor, supervision and equipment to complete the following:

1. Demo and haul off existing Trane chiller located at PD.
2. Demo and remove existing recirculating pump.
3. Provide and install (1) new Trane 100 Ton Chiller as a direct replacement of existing.
4. Provide and install (1) new 7.5 HP recirculating pump as a direct replacement of existing.
5. Make final connections of electrical and mechanical scopes of work.
6. Functional performance testing and owner approval.

Exclusions:

1. Provision or installation of temporary cooling of any nature during the project.

Time of construction and Lead time for chiller Anticipated at 15 Weeks

Pricing for the Scope of Work is as follows:

RS Means Total	\$ 229,885.20
Galveston City Cost Index @ .845	\$ (35,632.21)
Choice Partners Standard Coefficient @ .91	\$ (17,482.77)
Non pre priced Items cost	\$ 000.00
Bond	<u>\$ 3,535.40</u>
Total (Rounded)	\$ 180,306.00

We appreciate the opportunity to present this proposal and look forward to your review and approval.

Sincerely,

Chris Jay

Cell: 832-444-1420

cjay@hgiusa.com



City of Alvin-Chiller Replacement

texas

Data Release : Year 2019 Quarter 4

Unit Cost Estimate

Quantity	LineNumber	Description	Unit	Ext. Mat.		Ext. Labor O&P		Ext. Total	Notes
				O&P		O&P			
0.5	013113200200	Field personnel, project manager, average	Week	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00	
1	013113200260	Field personnel, superintendent, average	Week	\$ -	\$ -	\$ 3,725.00	\$ -	\$ 3,725.00	
3	015419500500	Crane crew, daily use for small jobs, 80-ton truck-mounted hydraulic crane, portal to portal	Day	\$ -	\$ -	\$ 4,050.00	\$ -	\$ 11,325.00	
2	015436501400	Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer	Ea.	\$ -	\$ -	\$ 1,250.00	\$ -	\$ 1,730.00	
6	024113461000	Selective demolition, steel pipe with insulation, fittings with insulation, 5"-10", excludes excavation	Ea.	\$ -	\$ -	\$ 351.00	\$ -	\$ 489.00	
2	024113620100	Selective demolition, chain link fences & gates, gates 3'-4' width	Ea.	\$ -	\$ -	\$ 114.00	\$ -	\$ 137.50	
20	024113620675	Selective demolition, chain link fences & gates, fence 12' high	L.F.	\$ -	\$ -	\$ 85.40	\$ -	\$ 103.00	
1	024119190700	Selective demolition, rubbish handling, dumpster, 10 C.Y., 3 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	Week	\$ 530.00	\$ -	\$ -	\$ -	\$ 530.00	
7	024119190950	Selective demolition, rubbish handling, dumpster, alternate pricing method, disposal fee per ton, average for all sizes, cost to be added to demolition cost	Ton	\$ 679.00	\$ -	\$ -	\$ -	\$ 679.00	
15	024119192045	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, wheeled, cost to be added to demolition cost	C.Y.	\$ -	\$ -	\$ 637.50	\$ -	\$ 637.50	
15	024119192085	Selective demolition, rubbish handling, haul and return, add per each extra 100' haul, wheeled, cost to be added to demolition cost	C.Y.	\$ -	\$ -	\$ 294.00	\$ -	\$ 294.00	
1	220505102186	Pump, 7-1/2 HP thru 15 HP, selective demolition	Ea.	\$ -	\$ -	\$ 565.00	\$ -	\$ 565.00	
48	220719104380	Insulation, pipe (price copper tube one size less than I.P.S.), cellular glass, closed cell foam, all service jacket, sealant, 0 water vapor transmission, working temperature (-450 Deg.F to +900 Deg.F), 3" wall, 8" iron pipe size, includes sealant	L.F.	\$ 3,096.00	\$ -	\$ 1,656.00	\$ -	\$ 4,752.00	
1	220719109600	Insulation, pipe covering (price copper tube one size less than I.P.S.), minimum labor/equipment charge	Job	\$ -	\$ -	\$ 196.00	\$ -	\$ 196.00	
48	221113447390	Pipe, steel, black, flanged, weld neck, 300 lb., 8" diameter, schedule 80, Spec. A-106B, includes flange set, yoke & roll hanger assembly, sized for covering, 10' OC	L.F.	\$ 7,440.00	\$ -	\$ 6,192.00	\$ -	\$ 13,806.24	
6	221113470140	Elbow, 90 Deg., steel, cast iron, black, straight, flanged, standard weight, 8" pipe size, add 1 gasket and bolt set (material only) for each joint, includes make-up labor, excludes gasket & bolt set	Ea.	\$ 7,350.00	\$ -	\$ 1,644.00	\$ -	\$ 8,994.00	
1	221113470140	Pipe fittings, steel, cast iron, black, standard weight, for extra heavy weight elbows and tees, add	Ea.	\$ 10,290.00	\$ -	\$ -	\$ -	\$ 10,290.00	[Adjusted by 221113470520]
8	221113470700	Gasket and bolt set, for flanges, 150 lb., 8" pipe size	Ea.	\$ 268.00	\$ -	\$ 1,256.00	\$ -	\$ 1,524.00	
1	221113470700	Gasket and bolt set, for flanges, 150 lb., for 300 lb. gasket set, add		\$ 107.20	\$ -	\$ -	\$ -	\$ 107.20	[Adjusted by 221113470850]

3	221113472150	Union, steel, cast iron, black, flanged, 125 lb., 8" pipe size, add 1 gasket and bolt set (material only) for each joint, includes make-up labor, excludes gasket & bolt sets	Ea.	\$ 5,850.00	\$ 411.00	\$ 6,261.00
1	230505108020	Water chiller, 110 thru 500 ton, selective demolition	Ea.	\$ -	\$ 10,400.00	\$ 10,400.00
1	230923100130	Control components/DDC system, analog inputs, sensors (average 50' run in 1/2" EMT), space temperature	Ea.	\$ -	\$ -	\$ 665.00
1	230923100172	Control components/DDC system, subcontractor's quote incl. material & labor, analog inputs, sensors (average 50' run in 1/2" EMT), water temperature	Ea.	\$ -	\$ -	\$ 655.00
1	230923100174	Control components/DDC system, subcontractor's quote incl. material & labor, analog inputs, sensors (average 50' run in 1/2" EMT), water flow	Ea.	\$ -	\$ -	\$ 2,400.00
1	230923100176	Control components/DDC system, subcontractor's quote incl. material & labor, analog inputs, sensors (average 50' run in 1/2" EMT), water pressure differential	Ea.	\$ -	\$ -	\$ 975.00
1	230923102110	Control components/DDC system, subcontractor's quote incl. material & labor, status (alarms), digital inputs (average 50' run in 1/2" EMT), freeze	Ea.	\$ -	\$ -	\$ 435.00
1	230923102140	Control components/DDC system, status (alarms), digital inputs (average 50' run in 1/2" EMT), differential pressure water	Ea.	\$ -	\$ -	\$ 975.00
1	230923102150	Control components/DDC system, subcontractor's quote incl. material & labor, status (alarms), digital inputs (average 50' run in 1/2" EMT), current sensor	Ea.	\$ -	\$ -	\$ 435.00
1	230923102210	Control components/DDC system, status (alarms), digital output (average 50' run in 1/2" EMT) start/stop	Ea.	\$ -	\$ -	\$ 340.00
1	230923102220	Control components/DDC system, status (alarms), digital output (average 50' run in 1/2" EMT), on/off (maintained contact)	Ea.	\$ -	\$ -	\$ 585.00
1	230923103214	Control components/DDC system, subcontractor's quote incl. material & labor, DDC controller (average 50' run in conduit), mechanical room, 16 point controller, incl. 120V/1 phase power supply	Ea.	\$ -	\$ -	\$ 3,275.00
1	230923108220	Control components/DDC system, applications software, chiller optimization	Ea.	\$ -	\$ -	\$ 1,625.00
1	232123134420	Pump, circulating, cast iron, close coupled, end suction, bronze impeller, flanged joints, 7-1/2 H.P., to 350 GPM, 4" size	Ea.	\$ 6,550.00	\$ 880.00	\$ 7,430.00
1	236426100120	Water chiller, screw liquid chiller, air cooled, insulated evaporator, 130 ton, includes standard controls	Ea.	\$ 105,000.00	\$ 21,600.00	\$ 126,600.00
1	260505101940	Wire, THW-THWN-THHN, 4/0, electrical demolition, removed from in place conduit to 15' high	C.L.F.	\$ -	\$ 67.50	\$ 67.50
5	260505205730	Sealtite flexible conduit, 2-1/2" diameter, electrical demolition, remove	L.F.	\$ -	\$ 55.50	\$ 55.50
3	260505206500	Equipment connection, to 10 HP, electrical demolition remove	Ea.	\$ -	\$ 96.00	\$ 96.00
6	260519350300	Terminal lugs, solderless, 4/0	Ea.	\$ 28.86	\$ 405.00	\$ 433.86
1	260519902000	Wire, copper, stranded, 600 volt, 4/0, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	C.L.F.	\$ 385.00	\$ 335.00	\$ 720.00
2	260519909000	Wire, minimum labor/equipment charge	Job	\$ -	\$ 370.00	\$ 370.00
6	260533351410	Flexible metallic conduit, sealtite, 2-1/2" diameter	L.F.	\$ 50.10	\$ 165.00	\$ 215.10
2	260533352210	Flexible metallic conduit, sealtite, connectors, insulated, 2-1/2" diameter	Ea.	\$ 228.00	\$ 99.00	\$ 327.00

1	260533353110	Flexible metallic conduit, sealtite, connectors, insulated, 90 Deg., 2-1/2" diameter	Ea.	\$ 139.00	\$ 53.00	\$ 192.00	
3	323113104752	Chain link fences & gates, gate, chain link, galvanized steel, single, 4' x 7', excludes excavation	Ea.	\$ 1,305.00	\$ 477.00	\$ 1,863.00	
20	323113202100	Fence, chain link industrial, no barbed wire, galvanized steel, 2" line post, 10' OC, 1-5/8" top rail, 5' - 0" high, includes excavation, in concrete	L.F.	\$ 480.00	\$ 110.00	\$ 604.80	

Total

R S Means Estimate	\$ 229,885.20
Galveston CCI .845	\$ (35,632.21)
Choice Partners Coefficient .91	\$ (17,482.77)
Sub Total	\$ 176,770.22
Bond at 2%	\$ 3,535.40
Grand Total	\$ 180,305.63

Project: : City of Alvin – Police Dpt Chiller Replacement		
Description	Factor	Pricing
RS Means Total Bare Cost Estimate - TBCE (UPB)		\$229,885.20
Galveston City Cost Index (total weighted average) - TWACCI	0.845	
SUBTOTAL A (TBCE*TWACCI)		\$194,252.99
JOC COEFFICIENTS:		
Standard Working Hours (SWH)	0.91	
SUBTOTAL (Subtotal A*SWH)		\$176,770.22
Non Standard Working Hours (NSWH)		
SUBTOTAL (Subtotal A*NSWH)		\$0.00
TOTAL NON-PREPRICED ITEMS COST:*		
Standard Working Hours Work	1.125	\$0.00
SUBTOTAL		\$0.00
Non Standard Working Hours Work	1.13	
SUBTOTAL		\$0.00
Bond	0.02	
		\$3,535.40
TOTAL INCLUDING NON-PREPRICED ITEMS & PERMIT FEES		\$180,306
TOTAL (ROUNDED OFF)		\$180,306

* Not to exceed \$50,000.00

** Will be paid at actual cost plus profit

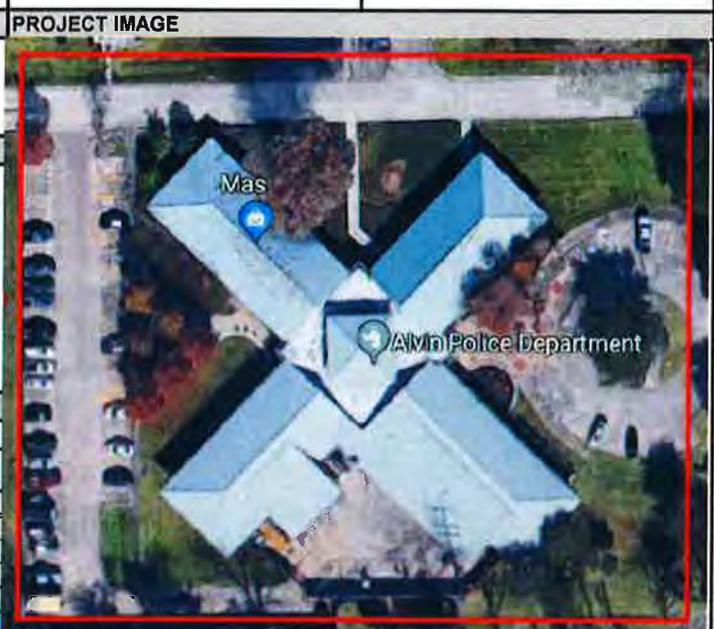
Work Order Signature Document

CHOICE PARTNERS Contract No.: 15/041JN-08	
<input checked="" type="checkbox"/> New Work Order	<input type="checkbox"/> Modify an Existing Work Order
Work Order Number: _____	Work Order Date: <u>1/09/2020</u>
Work Order Title: <u>City of Alvin Police Dept Chiller/Pump Replacement</u>	
Owner Name: <u>City of Alvin</u>	Contractor Name: <u>Horizon International Group, LLC</u>
Contact: <u>Dan Kelinske</u>	Contact: <u>Jeff Greytok</u>
Phone: <u>832-473-8456</u>	Phone: <u>361-563-1070</u>
Work to be Performed	
<ol style="list-style-type: none"> 1. Demo existing Chiller. 2. Demo existing recirculating pump. 3. Install new replacement chiller to match existing size and load. 4. Replace existing recirculating pump to match existing size and load. 5. Tie in all existing piping for chiller/pump and start up chiller and pump. 	
Time of Performance	Estimated Start Date: _____ Estimated Completion Date: _____
Liquidated Damages	Will apply: _____ Will not apply: X
Work Order Firm Fixed Price: \$180,306.00	
Owner Purchase Order Number: _____	

Approvals

Owner	Date		<u>1/09/2020</u> Date
-------	------	--	--------------------------

PROJECT DESCRIPTION
 This building is approximately 31,200 square feet, located at 1500 South Gordon Street and constructed in 1997.



PROJECT ORIGIN AND JUSTIFICATION
 A Facility Condition Assessment was conducted in 2018 which included a twenty year forecast recommending repair/replacement of various building components based on the expected life span of those components. This five year capital improvement forecast consists of items from that list, including anticipated costs. 2020 - replace 100 Ton chiller and water distribution pump. 2021 - replace TPO membrane on flat roof, replace exterior wall joint caulking, replace 30-80 elec gallon water heater, replace 1 of 2 uninterruptible power supply 8kVA. 2022 - replace ice maker, replace toilet partitions, install HVAC automated control system. 2023 - replace two condensing units, VAV unit, two air handlers and four electric furnaces. 2024 - replace one air compressor one condensing unit and one elec heater, replace VFD 15 hp motor, replace all carpet.

INCREMENTAL OPERATING AND MAINTENANCE COSTS

Impact on operating budget No Yes (See Below)

Fiscal Year	2020	2021	2022	2023	2024
Total Revenue	-	-	-	-	-
Personnel Services	\$ -	-	-	-	-
Operation & Maintenance	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Total Expense	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT COSTS ALLOCATION	TOTAL BUDGET	FY PROJECTED ALLOCATIONS							PROJECT TOTAL
		2019 ADOPTED BUDGET	PROJECTED THRU 2019	2020	2021	2022	2023	2024	
Prelim. Engineering Report									
Land/Right of Way									
Design/Surveying									
Construction	\$835,812			\$212,832	\$105,928	\$180,229	\$123,568	\$213,255	\$835,812
Equipment and Furniture									
Contingency									
TOTAL COSTS		\$0	\$0	\$212,832	\$105,928	\$180,229	\$123,568	\$213,255	\$835,812

FUNDING SOURCES	TOTAL BUDGET	FY PROJECTED FUNDING SOURCES							PROJECT TOTAL
		2019 ADOPTED BUDGET	PROJECTED THRU 2019	2020	2021	2022	2023	2024	
General Project Fund Revenue	\$835,812			\$212,832	\$105,928	\$180,229	\$123,568	\$213,255	\$835,812
Certificates of Obligation (CO)									
General Obligation Bonds (GO)									
New/Proposed CO Bonds									
New/Proposed GO Bonds									
W/S Revenue Bonds									
W/S Project Fund Revenue									
Impact Fees									
Sales Taxes									
Other Funding Sources ¹ -									
TOTAL SOURCES	\$835,812	\$0	\$0	\$212,832	\$105,928	\$180,229	\$123,568	\$213,255	\$835,812

Explain & Identify Type of Other Sources:

Project Manager: Parks and Recreation Director



AGENDA COMMENTARY

Meeting Date: 1/16/2020

Department: Finance

Contact: Michael Higgins, CFO

Agenda Item: Acknowledge receipt of the 2019 Quarterly Investment Report ending December 31, 2019.

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

Summary: In 2013, the City of Alvin adopted the Public Funds Investment Act pursuant to Chapter 2256 of the Texas Government Code. The Code contains certain requirements for investing public funds and how those funds are to be administered. These requirements include annual reviews of the policy, training, internal controls, prudence, ethics, and reporting.

The City's investment policy states that the investment officer shall generate quarterly (investment) reports to the City Manager, Mayor, and City council. Attached is the quarterly report for the period ending December 31, 2019.

In summary, the City of Alvin has an investment portfolio at December 31, 2019, of **\$83.9 million**, which consists of \$69.3 million invested in the Local Government Investment Pools, \$750,000 in Certificates of Deposits, and \$13.8 million in the City's bank depository accounts (i.e. checking accounts). Interest earned during the quarter was \$309,523.

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

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

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

Supporting documents attached:

- Investment Report

Recommendation: Move to acknowledge receipt of the 2019 Quarterly Investment Report ending December 31, 2019.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

City of Alvin
Quarterly Investment Report
12/31/19

City of Alvin
Investment Report Commentary
For the Quarter Ended, December 31, 2019

The City of Alvin has an investment portfolio at December 31, 2019, of **\$83.9 million**, which consists of \$69.3 million invested in the Local Government Investment Pools, \$750,000 in Certificates of Deposits, and \$13.8 million in the City's bank depository accounts (i.e. checking accounts). Interest earned during the quarter was \$309,523. During the previous quarter, the City's total portfolio was \$83.5 million, with total interest of \$397,357. The total Market Value of the City's portfolio increased during the quarter by \$362,000. We expect the Market Value to increase during the next quarter as property tax receipts will continue January.

The City of Alvin earned a Weighted Average Yield-to-Maturity rate of **1.60%** during the current quarter. The market benchmark that is being used as a comparison is the 90-day T-Bill which was **1.58%** for the quarter. The City's yield was 2 basis points higher than the 90 day T-Bill rate. During the previous quarter, the city's Weighted Average Yield-to-Maturity rate was **2.06%**, and the 90-day T-Bill average was **1.93%**, or 13 basis points more than the T-Bill rate.

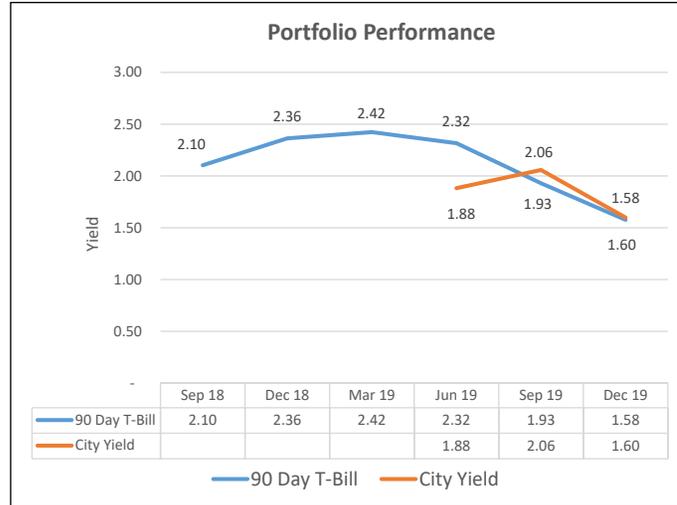
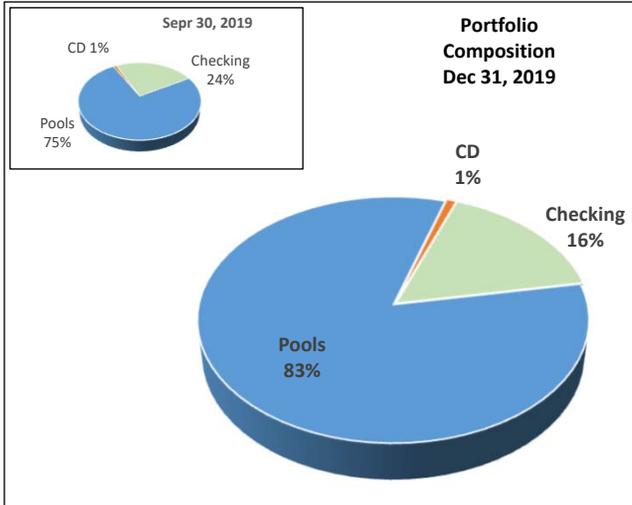
The overall Weighted Average Maturity (WAM in days) was **1.5 days** during the quarter, compared to **2.4 days** in the previous quarter. The WAM days are very low because 99% of the portfolio is invested in the 1 day maturities, primarily investment pools. The City's maximum allowable maturity days varies on the type of investment which can be from 30 days up to 3 years. The City's \$750,000 in certificates of deposits average out to 78 days in maturity.

As mentioned above, the City's benchmark rate at December 31, 2019, is the 90-day T-Bill, which had a 1.58% average for the quarter. The rate a year ago at December 31, 2018, was 2.36% with the T-Bill rate peaking at 2.42% in March 2019. According to the Texstar September 2019 economic outlook, *"All major risk assets continued to rally in December as optimism improved, trade tensions eased between the U.S. and China and recession risk abated. As such, the Treasury yield curve steepened and credit spreads tightened."*

The City of Alvin Finance Department will continue to monitor the market rates looking for the best options to increase our investment earnings, while remaining in a safe position. In addition, we plan to monitor our bank depository balances more closely as the earnings rate for the bank account is currently at 1%.

**City of Alvin
Investment Portfolio
December 31, 2019**

Asset type	CUSIP	Purchase Date	Maturity Date	Days to Maturity	Avg Yield for Qtr	Sept 30, 2019		Net Purchases & Disb During Qtr	Dec 31, 2019		Interest Earned During Qtr
						Book Value	Market Value		Book Value	Market Value	
Bank Depository/Demand Accounts			open	1	1.000%	19,862,721	19,862,721	(6,001,525)	13,861,195	13,861,195	21,789
Certificates of Deposit - Pref Life	740367GK7	9/28/2018	3/27/2020	87	2.650%	248,000	248,857		248,000	248,588	1,638
Certificates of Deposit - Bk of Amer	06051VG67	5/30/2019	3/2/2020	62	2.350%	250,000	250,309		250,000	250,299	1,469
Certificates of Deposit - Beal Bank	07370XWR1	1/30/2019	1/29/2020	29	2.450%	250,000	250,455		250,000	250,159	1,531
Investment Pool - Texstar			open	1	1.678%	52,023,980	52,023,980	6,215,492	58,239,472	58,239,472	234,394
Investment Pool - Texas Class			open	1	1.949%	1,842,864	1,842,864	109,016	1,951,880	1,951,880	9,016
Investment Pool - Texpool			open	1	1.737%	8,351,973	8,351,973	36,637	8,388,610	8,388,610	36,637
Investment Pool - Texpool (TIRZ#2)			open	1	1.737%	694,987	694,987	3,049	698,036	698,036	3,049
						\$83,524,525	\$83,526,146	\$362,669	\$83,887,193	\$83,888,240	\$309,523



	9/30/2019	12/31/2019
Book Value	83,524,525	83,887,193
Market Value	83,526,146	83,888,240
Change in MV		\$362,094

Weighted Avg Maturity (days)	2.4	1.5
Avg Yield of 90 day T-Bill	1.93%	1.58%
Weighted Avg YTM	2.06%	1.60%

Accrued Interest @ 12/31/19 \$3,000

Michael G. King

Chief Financial Officer

City of Alvin
Quarterly Investment Report
December 31, 2019

Summary of Cash Investments by Fund

Fund	Cash	Investments	Total
111 General Fund	1,816,617	6,143,597	7,960,214
121 Hotel/Motel Tax Fund	527,917	77,813	605,730
123 Special Investigations Fund	35,518	64,975	100,493
124 Building Security Fund	99,563	69,768	169,332
125 Municipal Court Technology Fund	50,837	-	50,837
126 Fire Capital Fund	205,680	-	205,680
127 Tree Preservation Fund	131,319	-	131,319
128 Juvenile Case Manager Fund	103,853	-	103,853
129 Park Dedication Fund	208,206	100,000	308,206
130 PEG Fund	380,689	-	380,689
209 Utility Fund- Debt Obligation	1,372,508	-	1,372,508
210 Impact Fee Fund	988,441	1,655,341	2,643,781
211 Utility Fund- Debt Obligation	42,852	8,133,118	8,175,970
212 Sanitation Fund	266,212	1,318,721	1,584,933
213 EMS Fund	289,952	116,330	406,282
220 Utility Projects Fund	437,315	-	437,315
235 2015 W&S CO's	-	7,302,188	7,302,188
236 2018 Utility Bond Fund	-	5,892,921	5,892,921
237 Series 2019, WSSR	-	16,392,503	16,392,503
309 General Revenue Fund	943,807	-	943,807
311 General Projects Fund	807,039	500,664	1,307,703
312 Salles Tax Fund	1,010,487	2,990,671	4,001,158
313 2006A&C CO's	12,581	-	12,581
318 Series 2019, Tax & Reve CO's	-	16,172,268	16,172,268
320 Sidewalk Fund	28,359	-	28,359
411 Debt Service Fund	387,389	21,358	408,748
511 Cemetery Fund	171,302	507,699	679,001
512 Donation Fund	84,707	28,870	113,577
513 Senior Fund	-	12,024	12,024
611 Fleet Maintenance Fund	606,545	121,288	727,833
612 Vehicle/Equipment Replacement Fund	1,285,444	1,705,845	2,991,289
613 IT Support & Maintenance Fund	607,751	-	607,751
614 Computer Replacement Fund	333,080	-	333,080
801 TIRZ #1 Star State T3	10,061	-	10,061
802 TIRZ #2 Kendall Lakes T4	542,342	-	542,342
803 TIRZ #3 Savannah Plantation T5	15,505	-	15,505
804 RD Authority	57,317	698,036	755,353
Total	13,861,195	70,025,998	83,887,193



AGENDA COMMENTARY

Meeting Date: 1/16/2020

Department: Fire/EMS

Contact: Ron Schmitz, EMS Director

Agenda Item: Consider the 2020 Interlocal Agreement for Emergency Services with Brazoria County Emergency Services District #3 (ESD); and authorize the Mayor to sign upon legal review.

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

Summary: The Emergency Services District was first formed in 2004. Brazoria County Commissioners select five (5) ESD Board of Directors to authorize and appropriate funding for Fire and Emergency Medical Services (EMS) to the approximate 120 square miles surrounding the city limits of Alvin.

Typically, each entity is allowed to submit a budget to the (5 member) ESD Board of Directors each year. The Board then reviews the budget-requests and asks each entity to do a short presentation on their budget-request. The Board, subsequently allocates/awards the funds to each entity, accordingly. However, this year the ESD had administrative turmoil and lost several staff. Thus, staff was not given an opportunity to have a budget meeting/presentation, and very little changes were made to the previous year's budget and interlocal agreements.

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

In 2019, the ESD paid a total of \$731,000 to the City of Alvin for the following Emergency Services:

- \$362,000 for Fire and Rescue
- \$369,000 for Emergency Medical Services

The 2020 proposed ESD Agreement with the City of Alvin will increase to a total of \$738,240 to the City of Alvin for the following Emergency Services:

- \$369,240 (\$7,240 increase) for Fire and Rescue
- \$369,000 for Emergency Medical Services

Staff recommends approval.

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

Funding Account: _____ Amount: \$738,240 1295 Form Required? Yes No

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

Supporting documents attached:

- 2020 Interlocal Agreement for Emergency Services

Recommendation: Move to approve the 2020 Interlocal Agreement for Emergency Services with Brazoria County Emergency Services District #3 (ESD); and authorize the Mayor to sign upon 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

**INTERLOCAL AGREEMENT FOR
EMERGENCY SERVICES**

This **INTERLOCAL AGREEMENT FOR EMERGENCY SERVICES** (herein "Agreement") is entered into effective the 1st day of January, 2020, by and between **BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3** ("DISTRICT"), a political subdivision of the State of Texas, organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775 of the Health and Safety Code and **THE CITY OF ALVIN, TEXAS** ("CITY OF ALVIN") for TEN AND NO/100 (\$10.00) DOLLARS, the mutual covenants and agreements herein contained, and other good and valuable consideration. Accordingly, **DISTRICT** and **CITY OF ALVIN** agree to the following:

**I.
PARTIES**

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3 is a political subdivision of the State of Texas, organized and operating in portions of Brazoria County, Texas under Chapter 775 of the Texas Health & Safety Code. **THE CITY OF ALVIN, TEXAS** is a municipal body politic of the State of Texas. Both DISTRICT and CITY OF ALVIN propose to enter into an Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The purpose of the Agreement is for CITY OF ALVIN to perform certain government functions and services for DISTRICT. Such government functions and services are limited to emergency medical services, emergency ambulance services, fire protection and suppression services to protect life and property from fire and conserve natural and human resources, and to provide rescue services (referred to herein as "emergency services") to persons and commercial interests located within the geographic boundaries of a portion of the DISTRICT (herein the "Service Area", as described and set forth in Exhibits "A1 - Fire" and "A2- EMS", attached hereto and incorporated by reference).

CITY OF ALVIN acknowledges and represents that it is familiar with the Service Area and agrees to provide the emergency services in accordance with this Agreement.

The parties, CITY OF ALVIN and DISTRICT, agree and acknowledge that CITY OF ALVIN shall in its sole discretion determine the manner in which to perform and deliver said emergency services, including the selection of the service provider. The parties, CITY OF ALVIN and DISTRICT, both agree and acknowledge that CITY OF ALVIN intends to select and assign the responsibility of providing such emergency services to the service area to Alvin Emergency Medical Services Department and Alvin Volunteer Fire Department, departments of the CITY OF ALVIN.

II.

TERM; EARLY TERMINATION

The term of this Agreement will be for a period beginning January 1, 2020 and ending December 31, 2020. Either party may terminate this Agreement upon six months written notice to the other party, along with a copy of same to the Alvin Emergency Medical Services Department and Alvin Volunteer Fire Department.

The term of this Agreement may be extended only upon the mutually signed agreement of both parties upon such terms and conditions as agreed to at that time.

III.

TERMS OF COMPENSATION

- (a) During the original term of this Agreement, the Compensation to be paid by DISTRICT to CITY OF ALVIN for the services to be provided by CITY OF ALVIN hereunder shall be as follows: DISTRICT to pay to CITY OF ALVIN an amount of **\$738,240.00** per annum. These payments shall be made in quarterly installments paid at the District's regular meetings held in January, April, July and October. The Parties agree that the distribution of the funds is to be **\$369,000.00** for emergency medical services and **\$369,240.00** for fire and rescue services.
- (b) In the event DISTRICT shall choose to terminate the Agreement during the term, the compensation paid to the date of termination shall be non-refundable. In the event CITY OF ALVIN terminates this Agreement during the term, the compensation paid or due and payable shall be refundable to

DISTRICT based on a pro rata basis (to wit, the percentage of the term completed as of the termination date).

- (c) The CITY OF ALVIN has the sole discretion to determine how these funds are expended.

IV.

LIMITATIONS ON REPRESENTATIONS AND WARRANTIES

CITY OF ALVIN agrees to use its best efforts in carrying out its duties under this Agreement, and represents that the quality of the emergency services provided will be equal to or better than the services that had been provided in the Service Area as of January 1, 2019. Neither CITY OF ALVIN nor Alvin Emergency Medical Services Department (including its employees, volunteers or members) nor Alvin Volunteer Fire Department (including its employees, volunteers or members) may waive or limit any grounds or basis of immunity or limitation of liability as a political subdivision or as a volunteer or emergency organization (as the case may be), including, but not limited to, V.T.C.A., Civil Practice & Remedies Code, Subchapter B. Tort Liability of Governmental Units, Section 101.001, et seq.

V.

DUTIES AND RESPONSIBILITIES OF THE CITY OF ALVIN AND THE DEPARTMENTS

- (a) CITY OF ALVIN agrees to provide the emergency services to the Service Area, as provided and subject to the limitations and provisions contained herein.

However, DISTRICT acknowledges that it recognizes that CITY OF ALVIN is a municipality with similar statutory obligations to its own corporate area and that the Alvin Emergency Medical Services Department and Alvin Volunteer Fire Department similarly provide similar emergency services to CITY OF ALVIN. DISTRICT further acknowledges that it recognizes that the providing of necessary emergency services to DISTRICT shall not be exclusive, but shall be rendered in the context of the CITY OF ALVIN's and Alvin Emergency Medical Services Department's and Alvin Volunteer Fire Department's emergency response protocols, including CITY OF ALVIN's use and reliance from time

to time on mutual aid agreements that it has or will have with other emergency services providers.

(b) CITY OF ALVIN shall provide the necessary manpower and equipment for the providing of the emergency services to the service area in accordance with this Agreement, and shall enter into and maintain reciprocal mutual aid agreements with surrounding EMS departments and fire departments when necessary or advisable.

(c) The Mayor of the CITY OF ALVIN or his/her designee shall be the liaison with DISTRICT.

(d) Notwithstanding anything in this Agreement which may be construed to the contrary, this interlocal agreement shall not operate as a merger, consolidation or annexation of one political subdivision by another.

(e) It is not the intention of the parties hereto to create a partnership or association. The duties and liabilities of CITY OF ALVIN and DISTRICT are intended to be separate and not joint or collective. Nothing contained in this Agreement and in any agreement made pursuant hereto shall ever be construed to create a partnership or association or impose a partnership duty, obligation or liability with respect to any one or more of the parties hereto.

(f) CITY OF ALVIN shall name DISTRICT as an additional insured on its liability insurance policies during the original and any extended term of this Agreement.

(g) CITY OF ALVIN, by and through its Emergency Medical Services Director and Fire Chief, shall furnish DISTRICT at or prior to the monthly meeting following the end of each fiscal quarter, a copy of the monthly reports listing the total number of runs made by Alvin Emergency Medical Services Department and Alvin Volunteer Fire Department within the Service Areas for the prior quarter. Failure to provide the required quarterly reports will result in the District withholding quarterly payments until the reports are received.

(h) CITY OF ALVIN will provide to the DISTRICT an audit, or portion of the City's audit, showing the funding and expenditures for EMS and fire services funded by the DISTRICT for the prior fiscal year. The audit will be provided to the DISTRICT no later than 60 days after it is completed and accepted by the CITY OF ALVIN.

VI.

DISPATCH COOPERATION

DISTRICT and CITY OF ALVIN both agree to cooperate in presenting any letters or Resolutions to the 911 Network and the CITY OF ALVIN's local dispatchers.

VII.

AUTOMATIC AMENDMENT

This Agreement shall be automatically amended to conform to any laws or city ordinances that are applicable to CITY OF ALVIN or DISTRICT. Should any of the provisions of this Agreement be in such conflict, the contrary provision of this Agreement shall be amended to conform to said law or ordinance.

VIII.

AMENDMENT BY MUTUAL AGREEMENT

This Agreement may be amended only by the mutually signed and written agreement of the parties.

IX.

ASSIGNABILITY

This Agreement shall not be assigned by either party regarding delivery of necessary emergency services by CITY OF ALVIN.

X.

MISCELLANEOUS

If any term or provision of this Agreement shall be held invalid or unenforceable, then the remainder of the Agreement, other than the invalid unenforceable part, shall not be affected thereby and each other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

This Agreement embodies the whole agreement of the parties and supersedes all previous communications, representations or agreements between the parties with respect to the matters contained herein.

**XI.
NOTICES**

All notices hereunder shall be in writing and delivered or sent Certified Mail, Return Receipt Requested to the parties at their addresses below. Notices sent to the District shall be copied to the District's counsel, Coveler & Peeler, P.C. at 820 Gessner, Suite 1710, Houston, Texas 77024.

**XII.
VENUE AND CONTROLLING LAW**

The validity, interpretation, and performance of this Contract shall be governed by the laws of the State of Texas. This Contract is fully performable and enforceable in Brazoria County, Texas wherein venue hereunder shall lie.

CITY OF ALVIN, TEXAS

By: _____
Print Name: _____
Title: _____

Address for Notice: _____

Date: _____

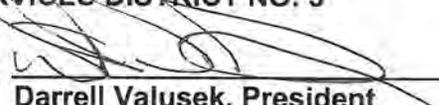
Acknowledged:

**ALVIN EMERGENCY MEDICAL
SERVICES DEPARTMENT**

By: _____
Print Name: _____
Title: _____

Address for Notice: _____

**BRAZORIA COUNTY EMERGENCY
SERVICES DISTRICT NO. 3**

By: 
Darrell Valusek, President

Address for Notice: _____
P.O. Box 1253
Manvel, TX 77578
Date: _____

Acknowledged:

**ALVIN VOLUNTEER
FIRE DEPARTMENT**

By: _____
Print Name: _____
Title: _____

Address for Notice: _____

EXHIBIT "A-1 Fire"

EXHIBIT "A-2 EMS"

EXHIBIT "A-2 EMS"





AGENDA COMMENTARY

Meeting Date: 1/16/2020

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider Ordinance 20-B, amending Chapter 24-1/2, Manufactured Homes and Manufactured Home Parks, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending Article V. Recreational Vehicle Parks and Resorts, by not allowing for the construction of new Recreational Vehicle Resorts; providing for a penalty; and setting forth other provisions related thereto.

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

Summary: On July 6, 2017 Council approved Ordinance 17-L which defined and allowed for the construction of Recreational Vehicle Resorts. Since Ordinance 17-L was approved there has been one RV Resort (along Nelson Road) approved and will start construction soon.

On July 30, 2019 a joint workshop was held with the City Council and the City Planning Commission, at this workshop the Recreational Vehicle Ordinance was discussed, and Council conveyed to the Planning Commission that they would consider proposed amendments to the ordinance.

On September 17, 2019, the Planning Commission discussed the Recreational Vehicle Ordinance and requested that Staff draft an amendment to the ordinance that would prevent the construction of new Recreational Vehicle Resorts. Staff drafted the amendment to the ordinance (Ord. 20-B) and presented it to the Planning Commission on October 15, 2019 for their consideration. The Planning Commission voted 5 votes to 1 vote to approve Ordinance 19-Y. Commission Member Hartman voted against the ordinance, stating that he felt there needed to be requirements in the ordinance allowing for the construction of new RV Resorts.

On November 7, 2019, City Council took no action on Ordinance 19-Y and suggested that the ordinance be further amended to restrict where new RV Resorts can be built versus not allowing new resorts to be constructed all together. On December 17, 2019 the Planning Commission discussed some options with regards to amending the ordinance and ultimately voted 4 votes to 1 vote to send Ordinance 19-Y back to Council in its original form for consideration, therefore reaffirming their proposal to amend the ordinance by not allowing for the construction of new RV Resorts. Commission Member Hartman voted against the ordinance for the same reason that he voted against it originally at the September 2019 meeting. The Ordinance number has changed to reflect the 2020 year from Ord 19-Y to Ord 20-B.

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

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

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

Supporting documents attached:

- Ordinance 20-B (Redlined and Clean Versions)

Move to approve / deny Ordinance 20-B, amending Chapter 24-1/2, Manufactured Homes and Manufactured Home Parks, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending Article V. Recreational Vehicle Parks and Resorts, by not allowing for the construction of new Recreational Vehicle Resorts; providing for a penalty; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager

ORDINANCE 20-B

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 24½, MANUFACTURED HOMES AND MANUFACTURED HOME PARKS, BY AMENDING ARTICLE V. RECREATIONAL VEHICLE PARKS, AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

Section 1. That the Code of Ordinances, City of Alvin, Texas; is hereby amended by amending Article V, Recreational Vehicle Parks, which said article shall read as follows:

Article V. Recreational Vehicle Resorts and Parks

“Sec. 24½-85. – Purpose and intent.

(a) The city council finds that properly planned and operated Recreational Vehicle (RV) resort communities and parks:

(1) Promote the health and safety of the occupants or guests of such communities and of other nearby communities; and

(2) Encourage economical and orderly development of such communities and of other nearby communities.

(b) This ordinance is enacted to achieve orderly operation and maintenance of RV resorts and parks, and establishes minimum standards with which all RV resorts and parks must comply.

(c) No new recreational vehicle resorts or recreational vehicle parks will be allowed within the city limits. Any recreational vehicle resort or park located in the city legally, prior to the enactment of this article shall be allowed to remain, but shall not be allowed to expand or be modified, except as defined below, under any circumstance.

(d) An existing resort or park may expand by increasing the number of spaces confined within the resort or park, if all other provisions in this Code are met.

Sec. 24½-86. – Applicability.

(a) This article shall apply to all recreational vehicle resorts and parks to be licensed within the city limits. No person shall maintain or operate a recreational vehicle resort or park within the city's corporate limits except in conformity with this article.

(b) All recreational vehicle resort and park facilities and recreational vehicles shall conform, without limitation, to the codes and ordinances of the city, including the building, plumbing, electrical, and fire codes, and all applicable state and federal laws.

Sec. 24½-87. – Scope and jurisdiction.

(a) This article is intended to be all-inclusive of elements to be regulated by the city.

(b) Where differences occur between state and local standards affecting building, electrical, plumbing, and fire protection elements, the more restrictive code shall govern.

(c) Any decision to regulate elements of recreational vehicle resorts or parks as they relate to location affecting offsite impacts shall be the sole determination of the city.

(d) Federal regulations under the National Highway Traffic Safety Administration may supersede all or part of this article as applied to any category of regulated motor vehicles.

Sec. 24½-88. – Fees.

The schedule of fees as set forth in chapter 28 shall apply to this article.

Sec. 24½-89. – Definitions.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Accessory structure. Any structural addition to the recreational vehicle or site, including awnings, cabanas, carports, garages, porches, storage cabinets, storage sheds, and similar appurtenant structures. This does not include awnings or canopies that are built in the RV itself.

Agent. Any person authorized by the licensee of a recreational vehicle resort or park to be a representative, manager, or operator to maintain such recreational vehicle resort or park under the provisions of this article.

Building official. The building official, the fire marshal, or code compliance officer of the City of Alvin, Texas, or their designee.

City. The City of Alvin, Texas.

Code Compliance Official. The official of the city or his/her designee charged with the code enforcement of the provisions of this article.

Common access route. A private roadway which affords a principal means of access to individual recreational vehicle spaces or auxiliary buildings in a recreational vehicle resort or park.

Common parking area. A common area within a recreational vehicle park or resort for the parking of automobiles or other small vehicles of visitors and the temporary storage of trailered boats belonging to recreational vehicle resort or park occupants, the dimensions of which are at least one hundred eighty (180) square feet.

Driveway. A minor entrance-way off the common access route within a recreational vehicle resort or park or from a public street into an off-street parking area serving one or more recreational vehicle spaces.

Fencing. A masonry fence, wood fence or other opaque fencing pre-approved by the building official.

Habitable. There is no defect, damage, or deterioration to the recreational vehicle which creates a dangerous or unsafe situation or condition; that the plumbing, heating, and electrical systems are in safe working order; that the walls, floor, and roof are free from any substantial openings not designed; are structurally sound in accordance with laws of the state, and that all exterior doors and windows are in place.

Install or installation When used in reference to recreational vehicles and/or recreational vehicle resorts or parks, it shall mean the construction of the foundation systems, and the placement and erection of a recreational vehicle or components on the foundation system and includes supporting and proper connection of multiple or expandable sections or components.

Internal street. The same as common access route.

Licensee. Any person licensed to operate and maintain a recreational vehicle resort or park under the provisions of this article.

Lot. An individual space for a single recreational vehicle as defined herein.

Lot parking space. A space for the parking of vehicles which are located within the boundaries of a recreational vehicle lot.

Manager. A person/s that is responsible for the control, direction, management, supervision and/or maintenance of the RV resort or park seven (7) days per week, 24 hours a day. This person/s may or may not be the owner of the RV resort or park.

Occupant. Any person who occupies a recreational vehicle which is located in a recreational vehicle resort or park.

Owner. A person who has contractual responsibility for the property, or person who has the legal right of possession of the property.

Pad. The area within the lot set aside for the placement of the recreational vehicle.

Recreational vehicle (hereinafter referred to as "RV"). A vehicular-type camping unit primarily designed as temporary living quarters for recreational camping, travel, or seasonal use that either has its own motor power or is mounted on or towed by another vehicle. All RV's must be registered with the Texas Department of Motor Vehicles, and be "road ready." These vehicles include camping/pop-up trailers, fifth-wheel trailers, motor homes, recreational park trailers, travel trailers, and truck campers. Recreational vehicles must be certified by the manufacturer as complying with ANSI (American National Standards Institute), A119.2 for recreational vehicles and A119.5 park trailers.

A recreational vehicle is not a mobile home or a HUD-Code manufactured dwelling as defined in city codes and ordinances.

(a) *Camping/pop-up trailer*. A recreational vehicle that is mounted on wheels for towing by a motorized vehicle and constructed with side walls that collapse for towing and storage and unfold for use.

(b) *Fifth-wheel trailer*. A recreational vehicle designed to be towed by a motorized vehicle that contains a towing mechanism that is mounted above or forward of the tow vehicle's rear axle.

(c) *Motor home*. A recreational vehicle built on or permanently attached to a self-propelled motor vehicle chassis or on a chassis cab or van that is an integral part of the completed vehicle.

(d) *Recreational park trailer*. A recreational vehicle that meets the following criteria:

(1) Built on a single chassis mounted on wheels.

(2) Certified by the manufacturer as complying with ANSI (American National Standards Institute) A119.5.

(e) *Travel trailer*. A recreational vehicle designed to be towed by a motorized vehicle containing a towing mechanism that is mounted behind the tow vehicle's bumper.

(f) *Truck camper*. A recreational vehicle consisting of a roof, floor, and sides designed to be loaded onto and unloaded from the bed of a pickup truck.

Recreational vehicle park (hereinafter referred to as "park"). Any parcel of land development for the placement of recreational vehicles on a temporary basis, located and arranged on a tract of land which is less than ten (10) acres and which has been permitted for such purpose in compliance with this article, with the individual spaces being held under a common ownership and rented or leased to the occupants.

Recreational vehicle resort (hereinafter referred to as "RV Resort"). Any lot tract, or parcel of land ten (10) acres or more of unified development of recreational vehicle spaces provided for recreational vehicle use with community facilities and permitted permanent buildings developed for the placement of recreational vehicles on a temporary basis, located and arranged on a tract of

land which has been permitted for such purpose in compliance with this article, with the individual spaces being held under a common ownership and rented or leased to the occupants.

Site plan. A drawing showing the use of a parcel of land and the locations of existing and proposed buildings, drives, sidewalks, parking areas, drainage facilities, and other structures to be constructed in relation to surveyed boundaries, and are consistent with other City of Alvin existing ordinances (i.e. storm water drainage).

Uninhabitable. Is limited to the deterioration to an RV that has created a dangerous or unsafe situation or condition, and the RV is not structurally sound in accordance with the certification by the manufacturer as complying with ANSI (American National Standards Institute), A119.2, A119.5 or the International Building Code as presently adopted by the city. Uninhabitable RV's will not be allowed to remain within the city limits.

Sec. 24½-90. – Recreational vehicles outside licensed RV resort or park.

It shall be unlawful for any person to reside in a recreational vehicle or to connect a recreational vehicle to the city's water or sanitary sewer system within the corporate limits of the city except in a licensed recreational vehicle resort or park as authorized under this article.

Sec. 24½-91. – Emergency evacuation requirements.

During a National Weather Service issued Hurricane Warning or alert periods, RVs shall be:

- (1) Removed from the corporate limits of the city; or
- (2) Stored securely in a permanent building which meets all the requirements of the applicable standard codes included in this Code.

The RV park or resort owner shall provide the following minimum information to the occupants:

- (1) Informing the occupants of the advantage of evacuation prior to an evacuation order;
- (2) Providing staff and occupants with information about evacuation routes; and
- (3) Providing staff and occupants with a list of shelters.

Sec. 24½-92. – Buffering.

(a) RV resort property shall be buffered from other adjoining properties with earthen berms and/or landscaping. If fencing is erected, it shall be made from brick, stone, masonry, wood, or wrought iron or black-clad cyclone, at least six (6) feet in height on the property. The fence must be maintained in good repair as long as the RV resort remains in operation.

(b) If an RV resort is adjacent to a lake as an amenity, the fencing requirement is not required along the lake side.

Sec. 24½-93. – Size of RV resort density.

The minimum size of a RV resort shall be ten (10) acres.

Sec. 24½-94. – Office, restrooms, and other facilities; recreation area.

(a) Each RV resort must have a building or buildings for an office for the manager of the RV resort, a bathroom and shower facilities, and laundry facilities. All facilities used by occupants must be well lit inside and out. All facilities must meet applicable codes adopted by the city.

(b) Recreation areas include space for community buildings and community use facilities such as restroom and shower facilities, adult recreation (basketball court or tennis court), playgrounds for children, and swimming pools. All RV resorts will have at least one (1) furnished recreation area club house located as to be free of traffic hazards, and easily accessible to all RV resort occupants. Each club house can have a non-commercial kitchenette, as well as restrooms and a general seating area, stage area, exercise room, media/computer/business center, and attached patio, including a swimming pool, sauna, and hot tub. At a minimum, each RV resort will have one (1) swimming pool.

Sec. 24½-57. – Soil and ground cover.

Exposed ground surfaces in all parts of the RV resort shall be concrete or paved, or protected with vegetative cover that is capable of preventing soil erosion and eliminating dust. All pavements shall be kept in good repair.

Sec. 24½-96. – Landscaping.

The RV resort owner or manager shall be responsible for maintaining the entire area of the RV resort free of dry brush, leaves, limbs, or weeds.

Sec. 24½-97. – Storage, collection and disposal of refuse and garbage.

The RV resort owner or manager shall pick up daily all refuse from each pad site or according to RV resort rules and regulations.

Sec. 24½-98. – Water.

(a) All water lines and connections must comply with city and state codes.

(b) The RV resort owner or manager shall have complete maintenance responsibility for the water system within the RV resort.

(c) The city has no maintenance responsibility for service lines within the RV resort. The responsibility of the city stops at the property line.

Sec. 24½-99. – Waste Water.

All waste water lines and connections must comply with city and state codes. Each RV resort shall be required to connect to city water and sewer mains.

Sec. 24½-100. – Streets.

(a) “No parking” signage must be installed and maintained along the entrance road to RV resort.

(b) All internal streets shall be built in compliance with city standards.

(c) All streets shall have standard street signs erected at appropriate points.

(1) All lots, pads, or spaces shall be sequentially numbered and the numbers shall be displayed in a manner that is clearly visible from the street.

(2) Adequate security lighting shall be provided to illuminate all common areas and RV lots.

(3) Street lights shall be provided along all internal streets at a maximum spacing of three hundred (300) feet between lights and at all street intersections.

(4) Directional lighting methods shall be used when installing building or street lights. The direction of the light shall be downward. Upward or outward lighting will not be acceptable. Directional lighting will prevent unnecessary or unwanted light spill over into adjacent areas or properties.

Sec. 24½-101. – Parking.

(a) A minimum of (one) 1 off street parking space shall be provided for each RV lot space.

(b) Off-street parking areas must be provided for visitors and guests.

(c) The minimum lot parking size shall be nine (9) feet in width by twenty (20) feet in depth and made of concrete.

Sec. 24½-102. – Sidewalks.

A pedestrian walkway plan shall be submitted in conjunction with the landscape plan.

Sec. 24½- 103. – Electrical service.

Each lot within the RV resort shall be provided with an approved electrical wiring system electrical service. All electrical service shall be installed underground from the secondary meter to the lot and installed in accordance with the National Electrical Code. All electrical distributions and connections must comply with applicable city and state codes.

Sec. 24½-104. – Size of individual sites; pad requirements.

Each recreational vehicle lot within the RV resort shall have a minimum area of nine hundred fifty (950) square feet.

Sec. 24½-105. – Dumpsters.

Garbage dumpster(s) shall be provided by the RV resort in the size and numbers appropriate for the number of lots. The dumpster pad shall be constructed of concrete. The fencing for the dumpster shall be constructed of CMU with heavy duty steel gating, and must not be easily recognized as a dumpster. Pickup service shall be provided no less than once weekly.

Sec. 24½- 106. – Rules and regulations for RV resorts and parks to be adopted by owner.

(a) Each owner or his/her agent shall comply with all applicable regulations of the city. In addition, it shall be the duty of the owner to prescribe rules and regulations for the management of the resort or park, to make adequate provisions for the enforcement of such rules, and to subscribe to all subsequent rules and regulations which may be adopted for the management of the resort or park. Copies of all the rules and regulations shall be furnished to the building official upon request.

(b) It shall be the duty of each owner or manager to keep a register containing a record of all visiting guests. The register shall contain the following information:

(1) The name and home address of the owner of each recreational vehicle or guest.

(2) The make, model, year, license, and state of issue of tow vehicle, motor-powered recreational vehicle, and a copy of a valid driver's license along with proof of insurance for guests.

(3) The date of arrival and departure of each recreational vehicle or guest.

(4) The location of each recreational vehicle within the resort by unit number and street address.

(5) The name, address, and phone number of contact in case of emergency.(6) The register shall be kept available at all time for inspection by law enforcement officers.

(c) Maintain current site map of the premises showing location, size, and depth of all utility, gas, or other lines within the RV resort.

Sec. 24½-107. – License issuance.

(a) *License required.* It shall be unlawful for any person to operate a RV resort or park unless such person holds a valid license issued in the name of the person for a specific resort or park.

(b) *Application for license.*

(1) All applications for a license to operate an RV resort or park shall be on forms furnished by the city, signed by the applicant, and accompanied by the annual license fee. The application shall contain the following:

- a. The name, address and contact phone number of the applicant. If the applicant is not the owner of the premises on which the RV resort or park is located, the applicant shall provide the name and address of the owner with a copy of the lease between the applicant and the owner;
- b. The day and night phone number for the owner or manager;
- c. The RV resort or park's street address; and
- d. The legal description of the RV resort or park.

(2) If the applicant is not the owner, the applicant must be a lessee of the owner pursuant to a written lease having a remaining term (including any provisions for renewal and extension of such lease) of not less than the term for which the license will be issued.

(3) The building official shall grant such application and issue a license to operate an RV resort or park to the applicant unless he or she finds the information contained in the application to be inaccurate.

(4) The park must comply with all code standards prior to issuance of a license.

(c) *License fee.* Each resort or park shall pay an annual license fee in addition to a fee for each recreational vehicle lot as set forth in chapter 28.

(d) *License expiration.* The license shall expire on January 31 of each calendar year following the year in which it is issued. All licenses shall be renewed on or before January 31 of each year.

(e) *Application for license renewal.* Each year a resort or park owner shall make application to renew a license to operate a resort or park and shall submit the annual license fee. All terms of the initial license issuance applies to license renewal. An application for a renewal license shall reflect any change in the information from the preceding application. The building official shall grant such application unless the information contained therein is inaccurate or unless the building official believes that the licensee committed or allowed a violation of any provision of this article applicable to such resort or park to occur and which has not been corrected.

(f) *Renewal of suspended license prohibited.* A suspended license may not be renewed during the period for which it was suspended.

Sec. 24½-108. – Transfer of license; fee.

(a) Any person desiring to purchase an existing resort or park shall apply for a transfer of license on forms furnished by the city. The transfer of license application shall be signed by the licensee and shall contain information as the building official may reasonably require to assure the building official that the resort or park is being and will be operated in compliance with all the requirements of this article. The transfer of license application shall be accompanied by the license transfer fee as set forth in chapter 28.

(b) A suspended license may not be transferred during the period for which it was suspended.

Sec. 24½-109. – Appeal from denial of license.

Any person whose application for a license to operate a RV resort or park is denied, or any person whose application to renew or transfer such license has been denied by the building official, may appeal to the Building Board of Adjustment & Appeals (BBOAA) and shall be granted a hearing on the matter. The BBOAA shall affirm or reverse the denial of such application by the building official, by majority vote of its members present and voting at any regular or special meeting. If the decision of the building official is reversed by the BBOAA, the building official shall issue the license or any renewal or transfer the same with such requirements as the majority of the BBOAA may reasonably require. Any decision of the BBOAA in such appeal shall be final.

Sec. 24½-110. – Maintenance and operation of RV resorts and parks

(a) *Fire safety standards.*

(1) *Storage and handling of liquefied petroleum gases.* In RV resorts and parks in which liquefied petroleum gases are stored and dispensed, their handling and storage shall comply with requirements of chapter 9.

(2) *Storage and handling of flammable liquids.* In RV resorts and parks in which gasoline, fuel, oil, or other flammable liquids are stored and/or dispensed, their handling and storage shall comply with the provisions of chapter 9.

(3) *Firefighting.* Approaches to all lots shall be kept clear at all times for access by firefighting equipment. The RV resort or park shall provide an adequate water supply for fire department operations which shall be connected to the city's public water supply system. This shall include standard city fire hydrants located within three hundred (300) feet of all lots measured along the driveways and internal streets of the RV resort. The fire hydrants shall be made available for periodic inspection by the city's fire department and water department. The adequacy of the water supply for firefighting shall be determined by state standards and the fire code adopted by the city.

(4) *Barbecue pits, fireplaces, and stoves.* All fireplaces, wood burning stoves, chimneys, chimeneas and other forms of outdoor cooking shall be located, constructed, maintained and used as to minimize fire hazards and smoke nuisance both in the area where used and in neighboring area of the RV resort or park. No uncontained open fire shall be permitted in the RV resort or park.

(5) *Portable fire extinguishers.* Portable fire extinguishers shall be located throughout the RV resort or park in compliance with city ordinances and any applicable state or federal regulations.

(6) *Extension cords.* Extension cords shall not be permitted, except the electrical supply cord that is UL listed for recreational vehicles and complies with the fire code adopted by the city.

(7) *Fire department access.* All RV resorts and parks shall comply with the fire department access requirements of chapter 9.

(b) *Insect and rodent control.* Grounds, buildings, and structures shall be maintained free of insect and rodent harborage and infestation. Extermination methods and other measures to control insects and rodents shall conform to the requirements of the city health official.

Sec. 24½-111. – Telephone.

A minimum of one (1) landline telephone shall be provided in an easily accessible location twenty-four (24) hours a day, seven (7) days a week, for emergency use.

Sec. 24½-112. – Accessory structures. The individual lots within RV resorts and parks, and/or individual RVs, are not allowed to have accessory structures as defined herein. Additionally, all RVs must be removeable within one (1) hour notice by the RV resort or park owner or manager.

Sec. 24½-113. – Sanitary facilities.

Sanitary facilities shall be provided at amenity locations such as lakes, pools, spas, etc. Such facilities must meet all requirements of the City of Alvin Ordinances.

Sec. 24½-114. – Inspection of RV resorts and parks.

(a) The building official, the health official, the fire chief, the chief of police or their respective authorized designees, shall have the right and are hereby directed at all reasonable times to enter upon any premises for which a license to operate a park has been issued for the purpose of determining satisfactory compliance with this chapter and all other applicable ordinances and laws. The official shall present proper identification upon request.

(b) The RV resort owner or manager shall be responsible for insuring that all RV utility connections, common facilities, and grounds comply with this chapter.

(c) RV resort or park owners and managers shall permit the building official to enter and inspect the RV resort or park, without prior notice, during the hours of 8:00 a.m. to 5:00 p.m., Monday through Saturday.

(d) In case of emergency, where extreme hazards are known to exist that may involve imminent injury to persons, loss of life, or severe property damage, the building official may enter the premises at any time. The building official is hereby authorized to obtain a search warrant as provided by law if denied admission to inspect any such premises.

Sec. 24½-115. – Penalty.

Any person who violates any provision, restriction or requirement of this article shall be guilty of a misdemeanor which shall be punishable by a fine not to exceed the amount as prescribed by [section 1-5](#). Each day of violation of this article shall constitute a separate offense. Prosecution in municipal court shall be in addition to other remedies provided in this article, by law, or in equity.

Sec. 24½-116. – Violation; suspension; appeal.

(a) Upon inspection of any resort or park, whenever the building official, the health officer, the fire chief, the chief of police, or their respective authorized designee, finds that conditions or practices exist at the resort or park which are in violation of any provision of this article, the building official shall issue to the owner of the resort or park or his or her agent a written notice setting forth each condition or practice that exists. The notice shall inform the owner or his agent that unless the condition or practice is corrected or stopped within the time specified in the notice, the license to operate the resort or park shall be suspended. The specified time for compliance shall be determined by the building official. At the end of the notice period, the building official shall re-inspect the resort or park and, if all conditions or practices stated in the notice have not been corrected or stopped, the building official shall immediately suspend the license of the owner to operate the resort or park for the period of time the building official deems appropriate.

(b) Any person whose license to operate a resort or park is suspended shall have the right to have the suspension reviewed by the BBOAA. The BBOAA shall affirm or reverse the suspension of such license by the building official, by majority vote of its members present and voting at any regular or special meeting. If the decision of the building official is reversed by the BBOAA, the BBOAA may either reinstate the license or suspend it for a lesser period of time than that for which it was suspended by the building official. Any decision of the BBOAA in the appeal shall be final.

Section 2. That except as amended herein all other provisions of Chapter 24½ of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

Section 3. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 4. Penalty Provision. Any person, firm, corporation or business entity violating this Ordinance if deemed guilty, and upon conviction thereof shall be fined as set forth herein. Each unlawful act or continuing day's violation under this Ordinance shall constitute a separate offense. The penal provision imposed under this Ordinance shall not preclude the City of Alvin from filing suit to enjoin the violation. The City of Alvin retains all legal rights and remedies available to it pursuant to local, state and federal law.

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

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

Section7. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND APPROVED on first and final reading on the _____ day of _____, 2020.

ATTEST: **CITY OF ALVIN, TEXAS:**

By: _____
Dixie Roberts, City Secretary

By: _____
Paul A. Horn, Mayor

ORDINANCE ~~20-B 19-Y~~

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 24½, MANUFACTURED HOMES AND MANUFACTURED HOME PARKS, BY AMENDING ARTICLE V. RECREATIONAL VEHICLE PARKS, AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

Section 1. That the Code of Ordinances, City of Alvin, Texas; is hereby amended by amending Article V, Recreational Vehicle Parks, which said article shall read as follows:

Article V. Recreational Vehicle Resorts and Parks

“Sec. 24½-85. – Purpose and intent.

(a) The city council finds that properly planned and operated Recreational Vehicle (RV) resort communities and parks:

(1) Promote the health and safety of the occupants or guests of such communities and of other nearby communities; and

(2) Encourage economical and orderly development of such communities and of other nearby communities.

(b) This ordinance is enacted to achieve orderly ~~development-operation and maintenance~~ of RV resorts and parks, and establishes minimum standards with which all ~~new~~-RV resorts and parks must comply.

(c) No new recreational vehicle resorts or recreational vehicle parks will be allowed within the city limits. Any recreational vehicle resort or park located in the city legally, prior to the enactment of this article shall be allowed to remain, but shall not be allowed to expand or be modified, except as defined below, under any circumstance.

(d) An existing resort or park may expand by increasing the number of spaces confined within the resort or park, if all other provisions in this Code are met.

Sec. 24½-86. – Applicability.

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(b) All recreational vehicle resort and park facilities and recreational vehicles shall conform, without limitation, to the codes and ordinances of the city, including the building, plumbing, electrical, and fire codes, and all applicable state and federal laws.

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(a) This article is intended to be all-inclusive of elements to be regulated by the city.

(b) Where differences occur between state and local standards affecting building, electrical, plumbing, and fire protection elements, the more restrictive code shall govern.

(c) Any decision to regulate elements of recreational vehicle resorts or parks as they relate to location affecting offsite impacts shall be the sole determination of the city.

(d) Federal regulations under the National Highway Traffic Safety Administration may supersede all or part of this article as applied to any category of regulated motor vehicles.

Sec. 24½-88. – Fees.

The schedule of fees as set forth in chapter 28 shall apply to this article.

Sec. 24½-89. – Definitions.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Accessory structure. Any structural addition to the recreational vehicle or site, including awnings, cabanas, carports, garages, porches, storage cabinets, storage sheds, and similar appurtenant structures. This does not include awnings or canopies that are built in the RV itself.

Agent. Any person authorized by the licensee of a recreational vehicle resort or park to be a representative, manager, or operator to maintain such recreational vehicle resort or park under the provisions of this article.

Building official. The building official, the fire marshal, or code compliance officer of the City of Alvin, Texas, or their designee.

City. The City of Alvin, Texas.

Code Compliance Official. The official of the city or his/her designee charged with the code enforcement of the provisions of this article.

Common access route. A private roadway which affords a principal means of access to individual recreational vehicle spaces or auxiliary buildings in a recreational vehicle resort or park.

Common parking area. A common area within a recreational vehicle park [or resort](#) for the parking of automobiles or other small vehicles of visitors and the temporary storage of trailered boats belonging to recreational vehicle resort or park occupants, the dimensions of which are at least one hundred eighty (180) square feet.

Driveway. A minor entrance-way off the common access route within a recreational vehicle resort or park or from a public street into an off-street parking area serving one or more recreational vehicle spaces.

Fencing. A masonry fence, wood fence or other opaque fencing pre-approved by the building official.

Habitable. There is no defect, damage, or deterioration to the recreational vehicle which creates a dangerous or unsafe situation or condition; that the plumbing, heating, and electrical systems are in safe working order; that the walls, floor, and roof are free from any substantial openings not designed; are structurally sound in accordance with laws of the state, and that all exterior doors and windows are in place.

Install or installation When used in reference to recreational vehicles and/or recreational vehicle resorts or parks, it shall mean the construction of the foundation systems, and the placement and erection of a recreational vehicle or components on the foundation system and includes supporting and proper connection of multiple or expandable sections or components.

Internal street. The same as common access route.

Licensee. Any person licensed to operate and maintain a recreational vehicle resort or park under the provisions of this article.

Lot. An individual space for a single recreational vehicle as defined herein.

Lot parking space. A space for the parking of vehicles which are located within the boundaries of a recreational vehicle lot.

Manager. A person/s that is responsible for the control, direction, management, supervision and/or maintenance of the RV resort or park seven (7) days per week, 24 hours a day. This person/s may or may not be the owner of the RV resort or park.

Occupant. Any person who occupies a recreational vehicle which is located in a recreational vehicle resort or park.

Owner. A person who has contractual responsibility for the property, or person who has the legal right of possession of the property.

Pad. The area within the lot set aside for the placement of the recreational vehicle.

Recreational vehicle (hereinafter referred to as "RV"). A vehicular-type camping unit primarily designed as temporary living quarters for recreational camping, travel, or seasonal use that either has its own motor power or is mounted on or towed by another vehicle. All RV's must be registered with the Texas Department of Motor Vehicles, and be "road ready." These vehicles include camping/pop-up trailers, fifth-wheel trailers, motor homes, recreational park trailers, travel trailers, and truck campers. Recreational vehicles must be certified by the manufacturer as complying with ANSI (American National Standards Institute), A119.2 for recreational vehicles and A119.5 park trailers.

A recreational vehicle is not a mobile home or a HUD-Code manufactured dwelling as defined in city codes and ordinances.

(a) *Camping/pop-up trailer*. A recreational vehicle that is mounted on wheels for towing by a motorized vehicle and constructed with side walls that collapse for towing and storage and unfold for use.

(b) *Fifth-wheel trailer*. A recreational vehicle designed to be towed by a motorized vehicle that contains a towing mechanism that is mounted above or forward of the tow vehicle's rear axle.

(c) *Motor home*. A recreational vehicle built on or permanently attached to a self-propelled motor vehicle chassis or on a chassis cab or van that is an integral part of the completed vehicle.

(d) *Recreational park trailer*. A recreational vehicle that meets the following criteria:

(1) Built on a single chassis mounted on wheels.

(2) Certified by the manufacturer as complying with ANSI (American National Standards Institute) A119.5.

(e) *Travel trailer*. A recreational vehicle designed to be towed by a motorized vehicle containing a towing mechanism that is mounted behind the tow vehicle's bumper.

(f) *Truck camper*. A recreational vehicle consisting of a roof, floor, and sides designed to be loaded onto and unloaded from the bed of a pickup truck.

Recreational vehicle park (hereinafter referred to as "park"). Any parcel of land development for the placement of recreational vehicles on a temporary basis, located and arranged on a tract of land which is less than ten (10) acres and which has been permitted for such purpose in compliance with this article, with the individual spaces being held under a common ownership and rented or leased to the occupants.

Recreational vehicle resort (hereinafter referred to as "RV Resort"). Any lot tract, or parcel of land ten (10) acres or more of unified development of recreational vehicle spaces provided for recreational vehicle use with community facilities and permitted permanent buildings developed for the placement of recreational vehicles on a temporary basis, located and arranged on a tract of

land which has been permitted for such purpose in compliance with this article, with the individual spaces being held under a common ownership and rented or leased to the occupants.

Site plan. A drawing showing the use of a parcel of land and the locations of existing and proposed buildings, drives, sidewalks, parking areas, drainage facilities, and other structures to be constructed in relation to surveyed boundaries, and are consistent with other City of Alvin existing ordinances (i.e. storm water drainage).

Uninhabitable. Is limited to the deterioration to an RV that has created a dangerous or unsafe situation or condition, and the RV is not structurally sound in accordance with the certification by the manufacturer as complying with ANSI (American National Standards Institute), A119.2, A119.5 or the International Building Code as presently adopted by the city. Uninhabitable RV's will not be allowed to remain within the city limits.

~~Sec. 24½ 90. — RV resort construction guidelines.~~

~~—A pre-development meeting must be attended prior to permitting any new RV resort or re-sale of an existing RV resort or park.~~

~~(a) All new RV resorts must be located in a platted subdivision filed and recorded by the county clerk's office. If the site location is not a platted property, then it must be platted as outlined in Chapter 21, Subdivisions, of the City of Alvin Code of Ordinances.~~

~~(a) All new RV resorts must submit three (3) sets of the site, landscape, and construction plans signed and sealed by a Professional Engineer, as outlined in Chapter 21 28, Site Plans, of the City of Alvin Code of Ordinances.~~

~~(a) All new RV resorts must comply with Texas Architectural Barriers, and provide an ADA Project number with Plan Submittal.~~

~~(a) All new RV resorts must submit a drainage plan as outlined in the drainage criteria set by the City of Alvin. All RV resorts must have a storm drainage plan/system approved by the city engineer to be kept in city files, unless the storm drainage system has previously been approved and is on file with the city.~~

~~(a) After completion and approval of all platting, site, drainage, and construction plans, the owner can then apply for permits to construct the RV resort.~~

~~(a) Upon construction completion of the RV resort, the owner must submit to the Building Official or his designee a complete set of as-built construction plans on electronic media.~~

~~Sec. 24½ 91. — Alternative materials, equipment, and procedures~~

~~The provisions of this article are not intended to prevent the use of any material method of construction, or installation procedure not specially prescribed by the ordinance, provided any such alternate is of equal or greater quality. Prior to use, sufficient evidence shall be submitted to the building official to substantiate any claims made regarding the safety of such alternates. Evidence~~

~~shall also be required to show that the alternate material, method of construction or installation procedure will meet or exceed the level of health and safety protection provided by the standards of this article. All evidence shall be submitted to the building official and requires his or her written approval prior to use.~~

Sec. 24½-92. – Recreational vehicles outside licensed RV resort or park.

It shall be unlawful for any person to reside in a recreational vehicle or to connect a recreational vehicle to the city's water or sanitary sewer system within the corporate limits of the city except in a licensed recreational vehicle resort or park as authorized under this article.

Sec. 24½-93. – Emergency evacuation requirements.

During a National Weather Service issued Hurricane Warning or alert periods, RVs shall be:

- (1) Removed from the corporate limits of the city; or
- (2) Stored securely in a permanent building which meets all the requirements of the applicable standard codes included in this Code.

The RV park or resort owner shall provide the following minimum information to the occupants:

- (1) Informing the occupants of the advantage of evacuation prior to an evacuation order;
- (2) Providing staff and occupants with information about evacuation routes; and
- (3) Providing staff and occupants with a list of shelters.

Sec. 24½-94. – Buffering.

(a) RV resort property shall be buffered from other adjoining properties with earthen berms and/or landscaping. If fencing is erected, it shall be made from brick, stone, masonry, wood, or wrought iron or black-clad cyclone, at least six (6) feet in height on the property. The fence must be maintained in good repair as long as the RV resort remains in operation.

(b) If an RV resort is adjacent to a lake as an amenity, the fencing requirement is not required along the lake side.

Sec. 24½-95. – Size of RV resort density.

The minimum size of a RV resort shall be ten (10) acres.

Sec. 24½-96. – Office, restrooms, and other facilities; recreation area.

(a) Each RV resort must have a building or buildings for an office for the manager of the RV resort, a bathroom and shower facilities, and laundry facilities. All facilities used by occupants must be well lit inside and out. All facilities must meet applicable codes adopted by the city.

(b) Recreation areas include space for community buildings and community use facilities such as restroom and shower facilities, adult recreation (basketball court or tennis court), playgrounds for children, and swimming pools. All RV resorts will have at least one (1) furnished recreation area club house located as to be free of traffic hazards, and easily accessible to all RV resort occupants. Each club house can have a non-commercial kitchenette, as well as restrooms and a general seating area, stage area, exercise room, media/computer/business center, and attached patio, including a swimming pool, sauna, and hot tub. At a minimum, each RV resort will have one (1) swimming pool.

Sec. 24½-97. – Soil and ground cover.

Exposed ground surfaces in all parts of the RV resort shall be concrete or paved, or protected with vegetative cover that is capable of preventing soil erosion and eliminating dust. All pavements shall be kept in good repair.

Sec. 24½-98. – Landscaping.

The RV resort owner or manager shall be responsible for maintaining the entire area of the RV resort free of dry brush, leaves, limbs, or weeds.

Sec. 24½-99. – Storage, collection and disposal of refuse and garbage.

The RV resort owner or manager shall pick up daily all refuse from each pad site or according to RV resort rules and regulations.

Sec. 24½-100. – Water.

(a) All water lines and connections must comply with city and state codes.

(b) The RV resort owner or manager shall have complete maintenance responsibility for the water system within the RV resort.

(c) The city has no maintenance responsibility for service lines within the RV resort. The responsibility of the city stops at the property line.

Sec. 24½-101. – Waste Water.

All waste water lines and connections must comply with city and state codes. Each RV resort shall be required to connect to city water and sewer mains.

Sec. 24½-102. – Streets.

(a) “No parking” signage must be installed and maintained along the entrance road to RV resort.

(b) All internal streets shall be built in compliance with city standards.

(c) All streets shall have standard street signs erected at appropriate points.

(1) All lots, pads, or spaces shall be sequentially numbered and the numbers shall be displayed in a manner that is clearly visible from the street.

(2) Adequate security lighting shall be provided to illuminate all common areas and RV lots.

(3) Street lights shall be provided along all internal streets at a maximum spacing of three hundred (300) feet between lights and at all street intersections.

(4) Directional lighting methods shall be used when installing building or street lights. The direction of the light shall be downward. Upward or outward lighting will not be acceptable. Directional lighting will prevent unnecessary or unwanted light spill over into adjacent areas or properties.

Sec. 24½-103. – Parking.

(a) A minimum of (one) 1 off street parking space shall be provided for each RV lot space.

(b) Off-street parking areas must be provided for visitors and guests.

(c) The minimum lot parking size shall be nine (9) feet in width by twenty (20) feet in depth and made of concrete.

Sec. 24½-104. – Sidewalks.

A pedestrian walkway plan shall be submitted in conjunction with the landscape plan.

Sec. 24½- 105. – Electrical service.

Each lot within the RV resort shall be provided with an approved electrical wiring system electrical service. All electrical service shall be installed underground from the secondary meter to the lot and installed in accordance with the National Electrical Code. All electrical distributions and connections must comply with applicable city and state codes.

Sec. 24½-106. – Size of individual sites; pad requirements.

Each recreational vehicle lot within the RV resort shall have a minimum area of nine hundred fifty (950) square feet.

Sec. 24½-107. – Dumpsters.

Garbage dumpster(s) shall be provided by the RV resort in the size and numbers appropriate for the number of lots. The dumpster pad shall be constructed of concrete. The fencing for the

dumpster shall be constructed of CMU with heavy duty steel gating, and must not be easily recognized as a dumpster. Pickup service shall be provided no less than once weekly.

Sec. 24½- 108. – Rules and regulations for RV resorts and parks to be adopted by owner.

(a) Each owner or his/her agent shall comply with all applicable regulations of the city. In addition, it shall be the duty of the owner to prescribe rules and regulations for the management of the resort or park, to make adequate provisions for the enforcement of such rules, and to subscribe to all subsequent rules and regulations which may be adopted for the management of the resort or park. Copies of all the rules and regulations shall be furnished to the building official upon request.

(b) It shall be the duty of each owner or manager to keep a register containing a record of all visiting guests. The register shall contain the following information:

(1) The name and home address of the owner of each recreational vehicle or guest.

(2) The make, model, year, license, and state of issue of tow vehicle, motor-powered recreational vehicle, and a copy of a valid driver's license along with proof of insurance for guests.

(3) The date of arrival and departure of each recreational vehicle or guest.

(4) The location of each recreational vehicle within the resort by unit number and street address.

(5) The name, address, and phone number of contact in case of emergency.(6) The register shall be kept available at all time for inspection by law enforcement officers.

(c) Maintain current site map of the premises showing location, size, and depth of all utility, gas, or other lines within the RV resort.

Sec. 24½-109. – License issuance.

(a) *License required.* It shall be unlawful for any person to operate a RV resort or park unless such person holds a valid license issued in the name of the person for a specific resort or park.

(b) *Application for license.*

(1) All applications for a license to operate an RV resort or park shall be on forms furnished by the city, signed by the applicant, and accompanied by the annual license fee. The application shall contain the following:

a. The name, address and contact phone number of the applicant. If the applicant is not the owner of the premises on which the RV resort or park is located, the applicant shall provide the name and address of the owner with a copy of the lease between the applicant and the owner;

b. The day and night phone number for the owner or manager;

c. The RV resort or park's street address; and

d. The legal description of the RV resort or park.

(2) If the applicant is not the owner, the applicant must be a lessee of the owner pursuant to a written lease having a remaining term (including any provisions for renewal and extension of such lease) of not less than the term for which the license will be issued.

(3) The building official shall grant such application and issue a license to operate an RV resort or park to the applicant unless he or she finds the information contained in the application to be inaccurate.

(4) The park must comply with all code standards prior to issuance of a license.

(c) *License fee.* Each resort or park shall pay an annual license fee in addition to a fee for each recreational vehicle lot as set forth in chapter 28.

(d) *License expiration.* The license shall expire on January 31 of each calendar year following the year in which it is issued. All licenses shall be renewed on or before January 31 of each year.

(e) *Application for license renewal.* Each year a resort or park owner shall make application to renew a license to operate a resort or park and shall submit the annual license fee. All terms of the initial license issuance applies to license renewal. An application for a renewal license shall reflect any change in the information from the preceding application. The building official shall grant such application unless the information contained therein is inaccurate or unless the building official believes that the licensee committed or allowed a violation of any provision of this article applicable to such resort or park to occur and which has not been corrected.

(f) *Renewal of suspended license prohibited.* A suspended license may not be renewed during the period for which it was suspended.

Sec. 24½-110. – Transfer of license; fee.

(a) Any person desiring to purchase an existing resort or park shall apply for a transfer of license on forms furnished by the city. The transfer of license application shall be signed by the licensee and shall contain information as the building official may reasonably require to assure the building official that the resort or park is being and will be operated in compliance with all the requirements of this article. The transfer of license application shall be accompanied by the license transfer fee as set forth in chapter 28.

(b) A suspended license may not be transferred during the period for which it was suspended.

Sec. 24½-111. – Appeal from denial of license.

Any person whose application for a license to operate a RV resort or park is denied, or any person whose application to renew or transfer such license has been denied by the building official, may appeal to the Building Board of Adjustment & Appeals (BBOAA) and shall be granted a hearing on the matter. The BBOAA shall affirm or reverse the denial of such application by the building official, by majority vote of its members present and voting at any regular or special meeting. If the decision of the building official is reversed by the BBOAA, the building official shall issue the license or any renewal or transfer the same with such requirements as the majority of the BBOAA may reasonably require. Any decision of the BBOAA in such appeal shall be final.

Sec. 24½-112. – Maintenance and operation of RV resorts and parks

(a) Fire safety standards.

(1) *Storage and handling of liquefied petroleum gases.* In RV resorts and parks in which liquefied petroleum gases are stored and dispensed, their handling and storage shall comply with requirements of chapter 9.

(2) *Storage and handling of flammable liquids.* In RV resorts and parks in which gasoline, fuel, oil, or other flammable liquids are stored and/or dispensed, their handling and storage shall comply with the provisions of chapter 9.

(3) *Firefighting.* Approaches to all lots shall be kept clear at all times for access by firefighting equipment. The RV resort or park shall provide an adequate water supply for fire department operations which shall be connected to the city's public water supply system. This shall include standard city fire hydrants located within three hundred (300) feet of all lots measured along the driveways and internal streets of the RV resort. The fire hydrants shall be made available for periodic inspection by the city's fire department and water department. The adequacy of the water supply for firefighting shall be determined by state standards and the fire code adopted by the city.

(4) *Barbecue pits, fireplaces, and stoves.* All fireplaces, wood burning stoves, chimneys, chimeneas and other forms of outdoor cooking shall be located, constructed, maintained and used as to minimize fire hazards and smoke nuisance both in the area where used and in neighboring area of the RV resort or park. No uncontained open fire shall be permitted in the RV resort or park.

(5) *Portable fire extinguishers.* Portable fire extinguishers shall be located throughout the RV resort or park in compliance with city ordinances and any applicable state or federal regulations.

(6) *Extension cords.* Extension cords shall not be permitted, except the electrical supply cord that is UL listed for recreational vehicles and complies with the fire code adopted by the city.

(7) *Fire department access.* All RV resorts and parks shall comply with the fire department access requirements of chapter 9.

(b) Insect and rodent control. Grounds, buildings, and structures shall be maintained free of insect and rodent harborage and infestation. Extermination methods and other measures to control insects and rodents shall conform to the requirements of the city health official.

Sec. 24½-113. – Telephone.

A minimum of one (1) landline telephone shall be provided in an easily accessible location twenty-four (24) hours a day, seven (7) days a week, for emergency use.

Sec. 24½-114. – Accessory structures.

The individual lots within RV resorts and parks, and/or individual RVs, are not allowed to have accessory structures as defined herein. Additionally, all RVs must be removeable within one (1) hour notice by the RV resort or park owner or manager.

Sec. 24½-115. – Sanitary facilities.

Sanitary facilities shall be provided at amenity locations such as lakes, pools, spas, etc. Such facilities must meet all requirements of the City of Alvin Ordinances.

Sec. 24½-116. – Inspection of RV resorts and parks.

(a) The building official, the health official, the fire chief, the chief of police or their respective authorized designees, shall have the right and are hereby directed at all reasonable times to enter upon any premises for which a license to operate a park has been issued for the purpose of determining satisfactory compliance with this chapter and all other applicable ordinances and laws. The official shall present proper identification upon request.

(b) The RV resort owner or manager shall be responsible for insuring that all RV utility connections, common facilities, and grounds comply with this chapter.

(c) RV resort or park owners and managers shall permit the building official to enter and inspect the RV resort or park, without prior notice, during the hours of 8:00 a.m. to 5:00 p.m., Monday through Saturday.

(d) In case of emergency, where extreme hazards are known to exist that may involve imminent injury to persons, loss of life, or severe property damage, the building official may enter the premises at any time. The building official is hereby authorized to obtain a search warrant as provided by law if denied admission to inspect any such premises.

Sec. 24½-117. – Penalty.

Any person who violates any provision, restriction or requirement of this article shall be guilty of a misdemeanor which shall be punishable by a fine not to exceed the amount as prescribed by [section 1-5](#). Each day of violation of this article shall constitute a separate offense. Prosecution in municipal court shall be in addition to other remedies provided in this article, by law, or in equity.

Sec. 24½-118. – Violation; suspension; appeal.

(a) Upon inspection of any resort or park, whenever the building official, the health officer, the fire chief, the chief of police, or their respective authorized designee, finds that conditions or practices exist at the resort or park which are in violation of any provision of this article, the building official shall issue to the owner of the resort or park or his or her agent a written notice setting forth each condition or practice that exists. The notice shall inform the owner or his agent that unless the condition or practice is corrected or stopped within the time specified in the notice, the license to operate the resort or park shall be suspended. The specified time for compliance shall be determined by the building official. At the end of the notice period, the building official shall re-inspect the resort or park and, if all conditions or practices stated in the notice have not

been corrected or stopped, the building official shall immediately suspend the license of the owner to operate the resort or park for the period of time the building official deems appropriate.

(b) Any person whose license to operate a resort or park is suspended shall have the right to have the suspension reviewed by the BBOAA. The BBOAA shall affirm or reverse the suspension of such license by the building official, by majority vote of its members present and voting at any regular or special meeting. If the decision of the building official is reversed by the BBOAA, the BBOAA may either reinstate the license or suspend it for a lesser period of time than that for which it was suspended by the building official. Any decision of the BBOAA in the appeal shall be final.

Section 2. That except as amended herein all other provisions of Chapter 24½ of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

Section 3. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 4. Penalty Provision. Any person, firm, corporation or business entity violating this Ordinance if deemed guilty, and upon conviction thereof shall be fined as set forth herein. Each unlawful act or continuing day's violation under this Ordinance shall constitute a separate offense. The penal provision imposed under this Ordinance shall not preclude the City of Alvin from filing suit to enjoin the violation. The City of Alvin retains all legal rights and remedies available to it pursuant to local, state and federal law.

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

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

Section 8. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND APPROVED on first and final reading on the _____ day of _____, 2020~~19~~.

ATTEST: **CITY OF ALVIN, TEXAS:**

By: _____
Dixie Roberts, City Secretary

By: _____
Paul A. Horn, Mayor