

City of Alvin, Texas

Paul Horn, Mayor

Joel Castro, Mayor Pro-tem, At Large Pos. 2
Brad Richards, At Large Pos. 1
Martin Vela, District A
Adam Arendell, District B



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

ALVIN CITY COUNCIL AGENDA

THURSDAY, DECEMBER 3, 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 droberts@cityofalvin.com 48 hours prior to the meeting time. City Hall is wheel chair accessible and a sloped curb entry is available at the east, west, and south entrances to City Hall.

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Alvin, Texas, to be held on **THURSDAY, DECEMBER 3, 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. PRESENTATION

A. Recognition in honor of the opening of the Karpeles Museum.

4. PUBLIC COMMENT

5. CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION: An item(s) may be removed from the Consent Agenda for full discussion by the request of a member of Council. Item(s) removed will automatically become the first item up for discussion under Other Business.

A. Consider approval of the November 19, 2020 City Council Regular meeting minutes.

B. Consider a final plat of Mustang Ranch Estates (located at 812 Verhalen Road), being a subdivision of 2.7000 acres in the M.V. O'Donnell Survey, Section 10, Abstract 478, Brazoria County, Texas.

C. Consider a final plat of Cline Crossing No. 3 (located at 1824 E. Highway 6), being a subdivision of 2.0506 acres of land located in the I. & G. N. R.R. Co. Survey, Abstract No. 400, Brazoria County, Texas, being out of lots 14 and 15, Holmsville, according to the map or plat thereof recorded under Volume 35, Page 107 of the Brazoria County Deed Records, being all of that certain called 2.0506 acre tract of land conveyed to OC Alvin, Ltd. by deed recorded in Brazoria County clerk's file no. 2020050060 of the official public records of Brazoria County, Texas.

D. Consider a Partial Re-Plat of Lot 2 of Hope Subdivision (located adjacent to 3373 E. Highway 6), being a re-plat of Lot 2 of the abbreviated Final Plat of Hope Subdivision containing 5.09 acres situated in the I. & G. N. R. R. Company Survey, Section 26, Abstract 619, Brazoria County, Texas, according to the map or plat thereof recorded in Brazoria County Clerk's file 2009046990.

- E. Acknowledge receipt of the 2019 Tax Increment Reinvestment Zone Number Two Annual Report.

6. OTHER BUSINESS

- A. Consider the 2021 Interlocal Agreement for Emergency Services with Brazoria County Emergency Services District #3 (ESD); and authorize the Mayor to sign upon legal review.
- B. Consider an Engineering Services Agreement with LJA Engineering in an amount not to exceed \$549,900 for engineering design services for the Waterline Improvements Phase 3 Project; and authorize the City Manager to sign the Agreement upon legal review.
- C. Discuss and consider a fifteen (15)-year Lease Agreement with BRP Alvin BESS LLC ("BRP"), with two additional ten (10) year terms, to allow BRP access to their property, and the right of ingress and egress in, upon, on, over, above and under City-owned property, for the initial sum of \$1,500; and authorize the Mayor to sign upon legal review.
- D. Discuss and consider Resolution 20-R-33, adopting the revised Guidelines, Criteria, and Application for the City of Alvin Business Improvement Grant Program.
- E. Consider various appointments to boards and commissions.
- F. Discuss and consider Resolution 20-R-34, ratifying the City Manager's appointments to the City of Alvin Civil Service Commission; and setting forth other provisions related thereto.

7. REPORTS FROM CITY MANAGER

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

8. ITEMS OF COMMUNITY INTEREST

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

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

9. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, on MONDAY, NOVEMBER 30, 2020 at 4:00 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).**



Certificate of Recognition

Presented to the

Karpeles Museum

*In recognition of your time and dedicated service in your efforts to bring the
Karpeles Museum to the City of Alvin.*

Paul A. Horn, Mayor

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY NOVEMBER 19, 2020
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 at 7:00 P.M. in the Council Chambers at City Hall, with the following members present: Mayor Paul A. Horn; Mayor Pro-Tem Joel Castro; Councilmembers: Adam Arendell, Brad Richards, Glenn Starkey, and Martin Vela.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, City Secretary; and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

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

Mayor Horn gave the invocation.

PUBLIC COMMENT

There were no comments from the public.

CONSENT AGENDA

Consider approval of the November 5, 2020 City Council Regular meeting minutes.

Consider Resolution 20-R-31, declaring the results of the Special Election held on November 3, 2020, for the purpose of submitting to the voters of the City of Alvin, Texas, a proposition to vote For or Against the “Adoption of the Fire Fighters’ and Police Officers’ Civil Service Law, applicable to only the Police Department;” and providing for other related matters thereto.

The official canvassing for this election will be held on Tuesday, November 17, 2020, the last day within the statutory period to canvass the election per the Texas Election Code. A full quorum of the governing body is not required for the canvassing of an election and can be completed with just two (2) members of the governing body in attendance. At the canvassing, the official election returns will be read aloud by the City Secretary, and an affidavit signed declaring the official results.

Resolution 20-R-31 formally declares this election’s results in resolution and minute format, where it will be maintained as an official record of the City. The official election return tallies will be inserted into the Resolution upon receipt from the Brazoria County Elections Office on Tuesday, November 17, 2020. Staff recommended approval of Resolution 20-R-31.

Council member Starkey moved to approve the consent agenda as presented. Seconded by Council member Arendell; motion carried on a vote of 5 Ayes.

OTHER BUSINESS

Consider Ordinance 20-CC, amending the 2020-2021 Fiscal Year budget for the purpose of appropriating ten million one hundred seventy four thousand four hundred and fifteen dollars and ninety three cents (\$10,174,415.93) of prior Fiscal Year (2019-2020) encumbrances into the current fiscal year as set forth for each individual account in the attached Exhibit A; and providing for other related matters.

An encumbrance refers to funds that have been reserved when a purchase order has been approved. Governmental accounting practice allows these funds to be reserved (encumbered) until paid. When closing FY20, there were open (outstanding) purchase orders that had not been liquidated. As the encumbered items are processed and liquidated in FY21, negative budget variances may be reflected in various departmental accounts until the budget appropriations for

the previous year's encumbrances are carried forward from FY20 into FY21. The total amount of outstanding encumbrances to be carried over from FY20 is \$10,174,415.93. Staff recommended approval of Ordinance 20-CC.

Funds:		
100	Disaster Fund	\$16,255.40
102	COVID Fund	1,397.79
111	General Fund	61,122.15
121	Hotel/Motel (HOT Tax) Fund	2,585.03
123	Special Investigations Fund	850.47
211	Utility Fund	51,230.93
213	EMS Fund	5,206.25
220	Utility Projects Bond Fund	124,882.14
235	Utility Bond Fund	900,038.40
236	Utility Bond Fund	1,974,716.32
237	Utility Bond Fund	123,535.60
311	General Projects Fund	339,189.20
312	Sales Tax Fund	441,785.68
318	CO Bond Fund Series 2019	5,956,959.20
512	General Supplies	4,013.49
611	Fleet Maintenance	9,760.27
612	Vehicle Replacement	<u>141,718.39</u>
TOTAL		\$ 10,174,415.93

Council member Arendell moved to approve Ordinance 20-CC, amending the 2020-2021 Fiscal Year budget for the purpose of appropriating ten million one hundred seventy four thousand four hundred and fifteen dollars and ninety three cents (\$10,174,415.93) of prior Fiscal Year (2019-2020) encumbrances into the current fiscal year as set forth for each individual account in the attached Exhibit A; and providing for other related matters. Seconded by Council member Starkey; motion carried on a vote of 5 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 December 3, 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.

Council member Vela wished everyone a happy and safe Thanksgiving break.

Council member Arendell congratulated Dixie Roberts, City Secretary, upon her appointment as president of the Texas Municipal Clerk's Association Salt Grass Chapter.

Council member Richards congratulated Dixie Roberts and wished everyone a happy Thanksgiving.

Council member Castro congratulated Dixie Roberts and wished everyone a happy Thanksgiving.

Council member Starkey congratulated Dixie Roberts and wished everyone a safe and a happy Thanksgiving.

Mayor Horn mentioned the upcoming redistricting for our city.

ADJOURNMENT

Mayor Horn adjourned the meeting at 7:08 p.m.

PASSED and APPROVED the 3rd day of December 2020.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 12/3/2020

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Mustang Ranch Estates (located at 812 Verhalen Road), being a subdivision of 2.7000 acres in the M.V. O'Donnell Survey, Section 10, Abstract 478, Brazoria County, Texas.

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

Summary: On October 29, 2020, the Engineering Department received the final plat of Mustang Ranch Estates for review. The property is located at 812 Verhalen Road and is being platted for conveyance. The plat consists of 1 lot and 1 block and complies with all requirements of the City's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on November 17, 2020. 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:** 11/23/2020 SLH

Supporting documents attached:

- Final Plat of Mustang Ranch Estates

Recommendation: Move to approve the final plat of Mustang Ranch Estates (located at 812 Verhalen Road), being a subdivision of 2.7000 acres in the M.V. O'Donnell Survey, Section 10 Abstract 478, Brazoria County, Texas.

Reviewed by Department Head, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒

STATE OF TEXAS
COUNTY OF BRAZORIA

WE, ROBERTO TORRES AND CRUZ GONZALEZ TORRES, OWNERS OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT DEDICATED TO THE PUBLIC FOREVER, ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION HEREIN EXPRESSED. THE OWNER DOES HEREBY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED OR OCCASIONED BY US THE ALTERATION ON THE SURFACE, OR ANY PORTION OF THE STREETS OR DRAINAGE EASEMENTS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND MYSELF, MY HEIRS, SUCCESSORS AND ASSIGNS, TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

WITNESS OUR HAND IN _____ COUNTY, TEXAS, THIS _____ DAY OF _____, 20____

ROBERTO TORRES, OWNER

CRUZ GONZALEZ TORRES, OWNER

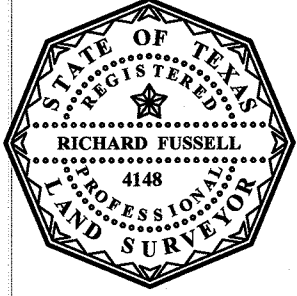
STATE OF TEXAS
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROBERTO TORRES AND CRUZ GONZALEZ TORRES, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED UNDER MY HAND AND SEAL OF OFFICE, THIS _____ OF _____, 20____

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

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


RICHARD FUSSELL
REGISTERED PROFESSIONAL LAND SURVEYOR #4148



SUBDIVISION APPROVED THIS _____ OF _____, 20____

MAYOR _____ PAUL HORN

CITY ENGINEER _____ MICHELLE H. SEGOVIA, P.E., CFM

CITY SECRETARY _____ DIXIE ROBERTS, TRMC

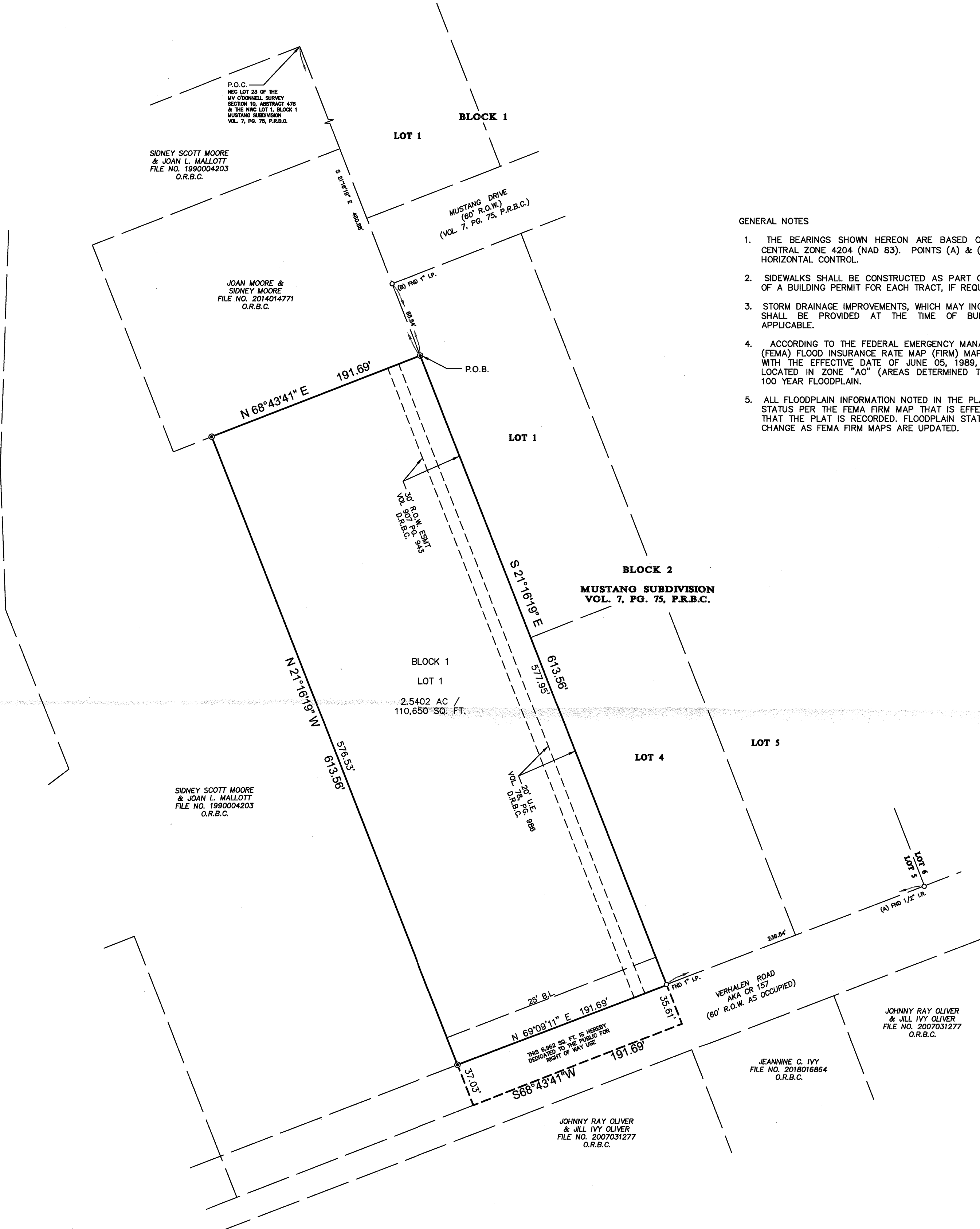
STATE OF TEXAS
COUNTY OF BRAZORIA

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

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

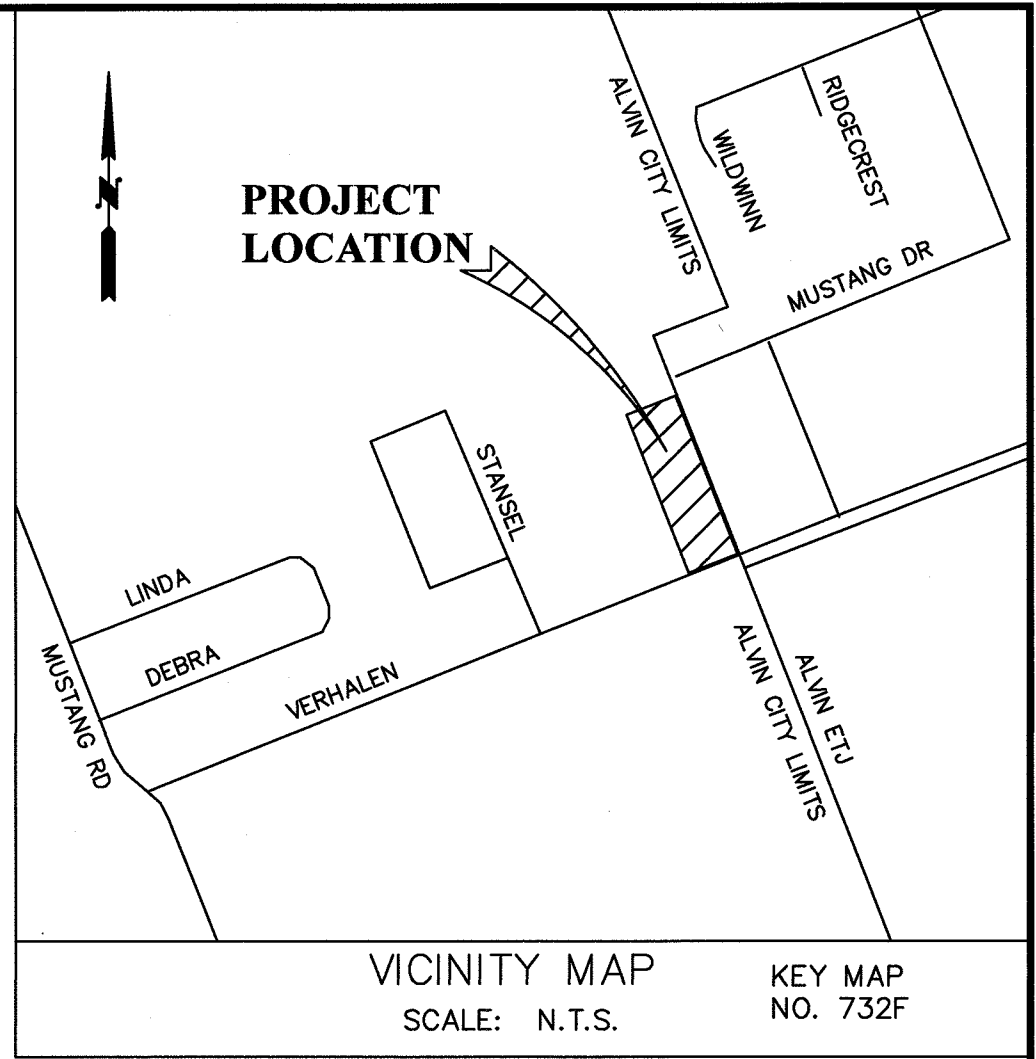
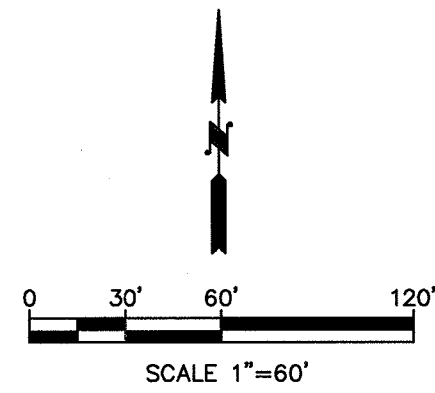
JOYCE HUDMAN
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

BY _____ DEPUTY



GENERAL NOTES

1. THE BEARINGS SHOWN HEREON ARE BASED ON TEXAS SOUTH CENTRAL ZONE 4204 (NAD 83). POINTS (A) & (B) WERE HELD FOR HORIZONTAL CONTROL.
2. SIDEWALKS SHALL BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT, IF REQUIRED.
3. STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, SHALL BE PROVIDED AT THE TIME OF BUILDING PERMIT, IF APPLICABLE.
4. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 48039C0165H WITH THE EFFECTIVE DATE OF JUNE 05, 1989, THE PROPERTY IS LOCATED IN ZONE "AO" (AREAS DETERMINED TO BE WITHIN) THE 100 YEAR FLOODPLAIN.
5. ALL FLOODPLAIN INFORMATION NOTED IN THE PLAT REFLECTS THE STATUS PER THE FEMA FIRM MAP THAT IS EFFECTIVE AT THE TIME THAT THE PLAT IS RECORDED. FLOODPLAIN STATUS IS SUBJECT TO CHANGE AS FEMA FIRM MAPS ARE UPDATED.



DESCRIPTION OF A TRACT OF LAND CONTAINING
2.7000 ACRES (117,612 SQUARE FEET) SITUATED
IN THE M.V. O'DONNELL SURVEY, SECTION 10, ABSTRACT 478
BRAZORIA COUNTY, TEXAS

BEING A TRACT OF LAND CONTAINING 2.7000 ACRES (117,612 SQUARE FEET), SITUATED IN THE M.V. O'DONNELL SURVEY, SECTION 10, ABSTRACT 478, BRAZORIA COUNTY, TEXAS, BEING OUT OF AND A PART OF LOT 23, OF THE SAID M.V. O'DONNELL SURVEY AS RECORDED IN VOLUME 27, PAGE 183, DEED RECORDS, BRAZORIA COUNTY, TEXAS, SAID LOT 23 BEING PART OF A CALLED 16.582 ACRE TRACT OF LAND CONVEYED BY DEED UNTO SIDNEY SCOTT MOORE AND JOAN L. MALLOTT IN COUNTY CLERK'S FILE NO. 1990004203 OF THE OFFICIAL RECORDS OF BRAZORIA COUNTY, TEXAS. SAID 2.7000-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SAID LOT 23 OF M.V. O'DONNELL SURVEY, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1, BLOCK 1, OF MUSTANG SUBDIVISION AS RECORDED IN VOLUME 7, PAGE 75 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS;

THENCE SOUTH 21°16'19" EAST, CONTINUING ALONG THE WEST LINE OF SAID MUSTANG SUBDIVISION, AND THE EAST LINE OF SAID LOT 23, A DISTANCE OF 480.88 FEET TO A SET 1/2-INCH IRON ROD WITH CAP MARKED "SURVEY 1" FOR THE NORTHEAST CORNER AND POINT OF BEGINNING OF THE SAID TRACT HEREIN DESCRIBED;

THENCE SOUTH 21°16'19" EAST, CONTINUING ALONG THE WEST LINE OF SAID MUSTANG SUBDIVISION, AND THE EAST LINE OF SAID LOT 23, PASSING A FOUND 1-INCH IRON PIPE AT A DISTANCE OF 577.95 FEET IN THE NORTH RIGHT-OF-WAY LINE OF VERHALEN ROAD (60.00 FEET WIDE) AND CONTINUE IN ALL A TOTAL DISTANCE OF 613.56 FEET TO A POINT IN SAID VERHALEN ROAD FOR THE SOUTHEAST CORNER OF THE SAID TRACT HEREIN DESCRIBED;

THENCE SOUTH 68°43'41" WEST, A DISTANCE OF 191.69 FEET TO THE SOUTHWEST CORNER OF THE SAID TRACT HEREIN DESCRIBED;

THENCE NORTH 21°16'19" WEST, PASSING A SET 1/2-INCH IRON ROD WITH CAP MARKED "SURVEY 1" AT A DISTANCE OF 37.03 FEET IN THE NORTH RIGHT-OF-WAY LINE OF SAID VERHALEN ROAD, AND CONTINUE IN ALL A TOTAL DISTANCE OF 613.56 FEET TO A SET 1/2-INCH IRON ROD WITH CAP MARKED "SURVEY 1" FOR THE NORTHWEST CORNER OF THE SAID TRACT HEREIN DESCRIBED;

THENCE NORTH 68°43'41" EAST, A DISTANCE OF 191.69 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.7000 ACRES (117,612 SQUARE FEET), MORE OR LESS.

LEGEND:

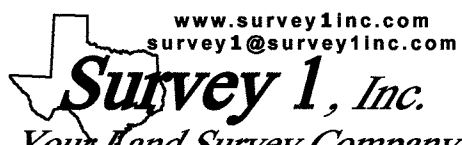
- | | |
|----------|---------------------------------------|
| B.L. | = BUILDING LINE |
| U.E. | = UTILITY EASEMENT |
| D.E. | = DRAINAGE EASEMENT |
| D.R.B.C. | = DEED RECORDS OF BRAZORIA COUNTY |
| P.R.B.C. | = PLAT RECORDS OF BRAZORIA COUNTY |
| R.O.W. | = RIGHT OF WAY |
| VOL. | = VOLUME |
| PG. | = PAGE |
| ① | = SET 1/2" IR W/CAP MARKED "SURVEY 1" |
| P.O.B. | = POINT OF BEGINNING |
| I.R. | = IRON ROD |
| I.P. | = IRON PIPE |
| O.R.B.C. | = OFFICIAL RECORDS OF BRAZORIA COUNTY |
| NO. | = NUMBER |
| SQ. FT. | = SQUARE FEET |
| AC. | = ACREAGE |

FINAL PLAT OF MUSTANG RANCH ESTATES

A SUBDIVISION OF 2.7000 ACRES (117,612 SQ FT)
IN THE M.V. O'DONNELL SURVEY, SECTION 10A-478
BRAZORIA COUNTY, TEXAS

1 BLOCK 1 LOT
NOVEMBER 11, 2020

OWNER:
ROBERTO TORRES AND
CRUZ GONZALEZ TORRES
114 COUNTRY LANE
LEAGUE CITY, TX 77573


www.survey1inc.com
survey1@survey1inc.com
Firm Registration No. 100758-00
P.O. Box 2543 | Alvin, TX 77912 | (281) 383-1382
PROJECT NO. 10-90091-20



AGENDA COMMENTARY

Meeting Date: 12/3/2020

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Cline Crossing No. 3 (located at 1824 E. Highway 6), being a subdivision of 2.0506 acres of land located in the I. & G. N. R.R. Co. Survey, Abstract No. 400, Brazoria County, Texas, being out of lots 14 and 15, Holmsville, according to the map or plat thereof recorded under Volume 35, Page 107 of the Brazoria County Deed Records, being all of that certain called 2.0506 acre tract of land conveyed to OC Alvin, Ltd. by deed recorded in Brazoria County Clerk's file no. 2020050060 of the official public records of Brazoria County, Texas.

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

Summary: On October 29, 2020, the Engineering Department received the final plat of Cline Crossing No. 3 for review. The property is located at 1824 E. Highway 6 and is being platted to consolidate three tracts into one reserve for future development. The plat consists of 1 reserve and complies with all requirements of the City's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on November 17, 2020. 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:** 11/23/2020 SLH

Supporting documents attached:

- Final Plat of Cline Crossing No. 3

Recommendation: Move to approve the final plat of Cline Crossing No. 3 (located at 1824 E. Highway 6), being a subdivision of 2.0506 acres of land located in the I. & G. N. R.R. Co. Survey, Abstract No. 400, Brazoria County, Texas, being out of lots 14 and 15, Holmsville, according to the map or plat thereof recorded under Volume 35, Page 107 of the Brazoria County Deed Records, being all of that certain called 2.0506 acre tract of land conveyed to OC Alvin, Ltd. by deed recorded in Brazoria County Clerk's file no. 2020050060 of the official public records of 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 ☒

STATE OF TEXAS
COUNTY OF BRAZORIA

WE, OC ALVIN, LTD., owners of the property subdivided in the plat of CLINE CROSSING NO. 3, do hereby make subdivision of said property according to the lines, lots, building lines, streets, alleys, parks, and easements as shown hereon and dedicate for public use as such, the streets (except those streets delineated as private streets), alleys, parks and easements shown hereon forever, and do hereby waive all claims for damages occasioned by the establishment of grades as approved for the streets and drainage easements dedicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated, against any claims made by, through, or under said owner, but not otherwise.

ROBERT C. ORR JR.
OC ALVIN, LTD.

STATE OF TEXAS
COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT C. ORR JR., known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and acknowledgement to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this
____ day of _____, 2020

Notary Public in and for the State of Texas

My Commission expires: _____

We FIRST STATE BANK, LOUISE, owner and holder of a lien (or liens) against the property described in the plat known as CLINE CROSSING NO. 3, said lien (or liens) being evidenced by instrument recorded in Brazoria County Clerk's File No. 2020050061, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein to said subdivision plat and I (or we) hereby confirm that I am (or we are) the present over (or owners of said lien (or liens) and have not assigned the same nor any part thereof.

By: _____

STATE OF TEXAS
COUNTY OF BRAZORIA

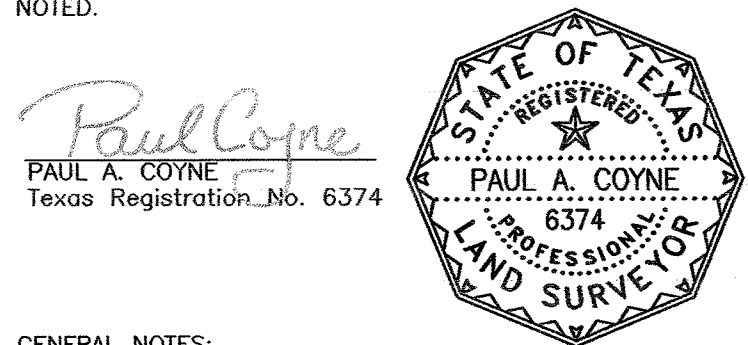
BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and acknowledgement to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this
____ day of _____, 2020

Notary Public in and for the State of Texas

My Commission expires: _____

THIS IS TO CERTIFY THAT I, PAUL A. COYNE, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION SHOWN HEREON FROM AN ACTUAL SURVEY OF THE GROUND; THAT ALL EXTERIOR BOUNDARY CORNERS HAVE BEEN SET; THAT ALL BLOCK CORNERS, LOT CORNERS, PERMANENT CONTROL POINTS WILL BE SET AT COMPLETION OF CONSTRUCTION; AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME. ALL CORNERS WILL BE MARKED BY IRON RODS 5/8 INCH IN DIAMETER AND 36 INCHES LONG, UNLESS OTHERWISE NOTED.



GENERAL NOTES:

1. THIS PLAT HAS BEEN PREPARED TO MEET THE REQUIREMENTS OF THE STATE OF TEXAS, BRAZORIA COUNTY AND THE CITY OF ALVIN.
2. THIS PLAT WAS PREPARED FROM INFORMATION PROVIDED BY ALAMO TITLE INSURANCE, G.F. NO. ATCH-80F-ATCH20096505MA, EFFECTIVE DATE APRIL 2, 2020.
3. ALL BEARINGS REFERENCES ARE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE.
4. ALL SUBDIVISION COMMON AREAS INCLUDING BUT NOT LIMITED TO DETENTION FACILITIES, EASEMENTS, AND OPEN SPACE WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE MAINTAINED BY A COMMERCIAL PROPERTY ASSOCIATION OR OTHER ENTITY AND SHALL NOT BE THE RESPONSIBILITY OF THE CITY OF ALVIN OR BRAZORIA COUNTY C & R #3.
5. FIVE-EIGHTHS INCH (5/8") IRON RODS THREE FEET IN LENGTH ARE SET ON ALL PERIMETER BOUNDARY CORNERS, UNLESS OTHERWISE NOTED. BLOCK CORNERS OR STREET RIGHT-OF-WAYS HAVE NOT BEEN MONUMENTED.
6. BENCHMARK: CITY OF ALVIN GPS BENCHMARK NO. 0115 LOCATED AT SOUTHWEST CORNER OF THE INTERSECTION OF HIGHWAY 6 AND BYPASS 35. (ELEVATION = 40.10')
7. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 48039C0165H, WITH THE EFFECTIVE DATE OF JUNE 05, 1989, THE PROPERTY IS LOCATED IN ZONE X. (AREAS DETERMINED TO BE OUTSIDE OF THE 100 YEAR FLOODPLAIN.)

ALL FLOODPLAIN INFORMATION NOTED IN THE PLAT REFLECTS THE STATUS PER THE FEMA FIRM MAP THAT IS EFFECTIVE AT THE TIME THAT THE PLAT IS RECORDED. FLOODPLAIN STATUS IS SUBJECT TO CHANGE AS FEMA FIRM MAPS ARE UPDATED.

8. ANY CONSTRUCTION PROPOSED TO BE INSTALLED WITHIN A PROPERTY EASEMENT WITH PRESCRIBED RIGHTS TO A PRIVATE ENTITY MAY REQUIRE THE PERMISSION OF THE PRIVATE ENTITY PRIOR TO THE START OF CONSTRUCTION. FAILURE TO SECURE SUCH PERMISSION MAY RESULT IN THE RIGHT HOLDER(S) OF THE EASEMENT REMOVING ANY UNAPPROVED PAVEMENT, STRUCTURES, UTILITIES, OR OTHER FACILITIES LOCATED WITHIN THE EASEMENT. THE RESPONSIBILITY OF SECURING APPROVAL FROM THE PRIVATE ENTITIES TO BUILD WITHIN AN EASEMENT IS SOLELY THAT OF THE PROPERTY OWNER.

9. THE MINIMUM SLAB ELEVATION FOR ALL BUILDINGS LOCATED WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE THE HIGHER OF (1) EITHER 12 INCHES ABOVE THE TOP OF CURB ELEVATION FOR A CURB STREET OR 12 INCHES ABOVE THE ELEVATION OF THE EDGE OF THE ROADWAY IF NO CURB EXISTS, OR (2) 12 INCHES ABOVE THE 100 YEAR FLOODPLAIN WATER SURFACE ELEVATION FOR STRUCTURES TO BE LOCATED WITHIN THE 100 YEAR FLOODPLAIN.

10. ANY PROPOSED DRAINAGE SYSTEM FOR THIS SUBDIVISION SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE CITY OF ALVIN AND/OR BRAZORIA DRAINAGE DISTRICT #3.

11. ALL SIDEWALKS MUST BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR THIS TRACT.

12. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL THE STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, HAVE BEEN CONSTRUCTED.

SUBDIVISION APPROVED

Mayor Paul Horn

Michelle H. Segovia
CITY ENGINEER

Dixie Roberts
Secretary

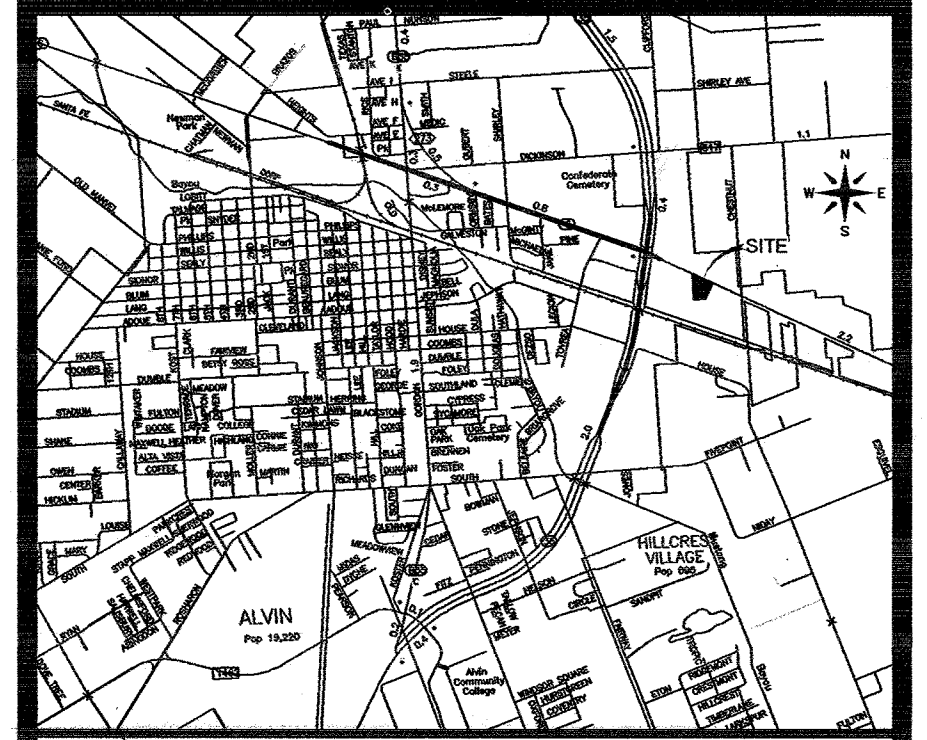
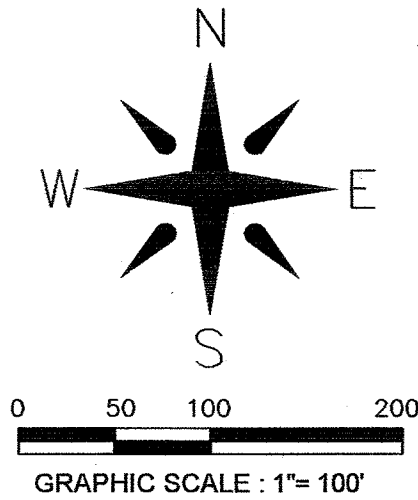
BLOCK 1
CLINE CROSSING NO. 2
AMENDING PLAT NO. 2
F.C. NO. 2019017788 B.C.M.R.

RESERVE "F"

OC ALVIN, LTD.
B.C.C.F. NO. 2012017358 &
2014038227

LEGEND:

S.T.S.E. - Storm Sewer Easement
S.S.E. - Sanitary Sewer Easement
W.S.E. - Water and Sewer Easement
W.L.E. - Water Line Easement
D.E. - Drainage Easement
E.E. - Electrical Easement
U.E. - Utility Easement
A.E. - Unobstructed Aerial Easement
B.L. - Building Line
M.R.B.C.T. - Map Records BRAZORIA County Texas
D.R.B.C.T. - Deed Records BRAZORIA County Texas
O.R.R.P.B.C.T. - Official Records of Real Property
BRAZORIA County Texas



Vicinity Map
SCALE: 1"=1 MILE

BEING A 2.0506 ACRES OF LAND LOCATED IN THE I. & G.N. R.R. CO. SURVEY, ABSTRACT NO. 400, BRAZORIA COUNTY, TEXAS, BEING OUT OF LOTS 14 AND 15, HOLMSVILLE, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER VOLUME 35, PAGE 107 OF THE BRAZORIA COUNTY DEED RECORDS, BEING ALL OF THAT CERTAIN CALLED 2.0506 ACRE TRACT OF LAND CONVEYED TO OC ALVIN, LTD. BY DEED RECORDED IN BRAZORIA COUNTY CLERK'S FILE NO. 2020050060 OF THE OFFICIAL PUBLIC RECORDS OF BRAZORIA COUNTY, TEXAS, SAID 2.0506 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING: AT A 5/8 INCH IRON ROD FOUND MARKING THE NORTHEAST CORNER OF UNRESTRICTED RESERVE "A", BLOCK 1, FINAL PLAT OF CLINE CROSSING, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NO. 2014032877 OF THE BRAZORIA COUNTY MAP RECORDS AND THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, IN THE SOUTHWEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 6 (VARIABLE RIGHT-OF-WAY), RECORDED UNDER VOLUME 235, PAGES 232, 233, 410 AND VOLUME 803, PAGE 145 OF THE BRAZORIA COUNTY DEED RECORDS;

THENCE SOUTH 64°39'36" EAST, ALONG THE SOUTHWEST LINE OF SAID STATE HIGHWAY 6, A DISTANCE OF 368.91 FEET TO A 5/8 INCH IRON ROD CAPPED FOUND, MARKING THE THE MOST NORTHERLY CORNER OF A CALLED 1.502 ACRE TRACT OF LAND DEEDED TO GLOBAL NEW MILLENNIUM PARTNERS, LTD., RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NO. 2012057994 AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE SOUTH 26°21'24" WEST, DEPARTING SAID STATE HIGHWAY 6, ALONG THE NORTHWEST LINE OF SAID 1.502 ACRE TRACT OF LAND, A DISTANCE OF 273.36 FEET TO A 5/8 INCH IRON ROD CAPPED FOUND, MARKING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, IN THE NORTH LINE OF A CALLED 22.823 ACRE TRACT OF LAND DEEDED TO WEATHERFORD U.S., L.P., RECORDED UNDER BRAZORIA COUNTY CLERK'S NO. 2000014764,

THENCE SOUTH 86°28'18" WEST, ALONG THE NORTH LINE OF SAID 22.823 ACRE TRACT OF LAND, AT A DISTANCE OF 187.47 FEET TO A POINT, IN THE SOUTHWEST CORNER OF LOT 14 AND THE SOUTHEAST CORNER OF LOT 15, OF SAID HOLMSVILLE, BEING THE MOST SOUTHERLY NORTHEAST CORNER OF RESERVE "F", BLOCK 1, CLINE CROSSING NO. 2, AMENDING PLAT NO. 2, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NO. 2019017788 OF THE BRAZORIA COUNTY MAP RECORDS, FROM WHICH A 5/8 INCH IRON ROD FOUND BEARS SOUTH 86°28'18" WEST A DISTANCE OF 1.30 FEET, THEN CONTINUING FOR A TOTAL DISTANCE OF 187.47 FEET TO A 5/8 INCH IRON ROD FOUND, MARKING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND AND A ANGLE POINT OF SAID RESERVE "F", CLINE CROSSING NO. 2, AMENDING PLAT NO. 2;

THENCE NORTH 03°26'39" WEST, ALONG THE EAST LINE OF SAID RESERVE "F", A DISTANCE OF 415.12 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT AND CONTAINING WITHIN THESE CALLS 2.0506 ACRES, OR 89,324 SQUARE FEET OF LAND.

FINAL PLAT OF CLINE CROSSING NO 3

A SUBDIVISION OF A 2.0506 ACRES OF LAND
LOCATED IN THE I. & G.N. R.R. CO. SURVEY,
ABSTRACT NO. 400, BRAZORIA COUNTY, TEXAS,
BEING OUT OF LOTS 14 AND 15, HOLMSVILLE,
ACCORDING TO THE MAP OR PLAT THEREOF
RECORDED UNDER VOLUME 35, PAGE 107 OF THE
BRAZORIA COUNTY DEED RECORDS, BEING ALL OF
THAT CERTAIN CALLED 2.0506 ACRE TRACT OF
LAND CONVEYED TO OC ALVIN, LTD. BY DEED
RECORDED IN BRAZORIA COUNTY CLERK'S FILE NO.
2020050060 OF THE OFFICIAL PUBLIC RECORDS OF
BRAZORIA COUNTY, TEXAS.

1 RESERVE, 1 BLOCK

DATE: NOVEMBER 11, 2020

OWNER:



ORR REALTY
CORPORATION
5400 KATY FREEWAY, SUITE 100
HOUSTON, TEXAS 77057
ROBERT C. ORR
P. (713)468-2600 F.(713)468-7774



SURVEYOR:
TETRA
SURVEYS & APPRAISALS
5304 Ashbrook Drive
Houston, Texas 77081
(713)462-6100 FAX (713)432-1003
survey@tsotx.com



AGENDA COMMENTARY

Meeting Date: 12/3/2020

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a Partial Re-Plat of Lot 2 of Hope Subdivision (located adjacent to 3373 E. Highway 6), being a re-plat of Lot 2 of the abbreviated Final Plat of Hope Subdivision containing 5.09 acres situated in the I. & G. N. R. R. Company Survey, Section 26, Abstract 619, Brazoria County, Texas, according to the map or plat thereof recorded in Brazoria County Clerk's file 2009046990.

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

Summary: On October 29, 2020, the Engineering Department received the Partial Re-Plat of Hope Subdivision for review. The property is located adjacent to 3373 E. Highway 6 and is being platted for conveyance of Lot 2-A. The plat consists of 2 lots and complies with all requirements of the City's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on November 17, 2020. 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:** 11/23/2020 SLH

Supporting documents attached:

- Partial Re-Plat of Lot 2 of Hope Subdivision

Recommendation: Move to approve the Partial Re-plat of Lot 2 of Hope Subdivision (located adjacent to 3373 E. Highway 6), being a re-plat of Lot 2 of the abbreviated Final Plat of Hope Subdivision containing 5.09 acres situated in the I. & G. N. R. R. Company Survey, Section 26, Abstract 619, Brazoria County, Texas, according to the map or plat thereof recorded in Brazoria County Clerk's file 2009046990.

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

FIELD NOTES

5.09 ACRES OF LAND, BEING A PART OF LOTS 61, 62, AND 63, OF THE HOPE SUBDIVISION OF THE S. & C.N. R.R. CO. SURVEY, SECTION 29, ABSTRACT 619, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 41, PAGE 98, DEED RECORDS OF BRAZORIA COUNTY, TEXAS, AND BEING ALL OF LOT 2 OF THE ABBREVIATED FINAL PLAT OF HOPE SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN BRAZORIA COUNTY CLERK'S FILE 2009046990, SAID 5.09 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod set for the Southwest corner of the herein described tract, at the Southwest corner of Lot 2, in the Northeast right-of-way line of State Highway No. 6 (120 feet wide), said point being located S 61° 17' 17 min. East, 395.42 feet from the intersection of the Northeast right-of-way of State Highway No. 6 with the West line of Section 26, the West line of Lot 62 and the East line of the I & G.N. R.R. Co. Survey, Section 1, Abstract 400, Brazoria County, Texas;

THENCE North 03 deg. 27 min. 16 sec. West, with the West line of Lot 2, at 718.89 feet pass a 1/2 inch iron rod found for reference and continue for a total distance of 748.89 feet to a point for the Northwest corner of the herein described tract, at the Northwest corner of Lot 2 in the approximate center of a drainage ditch;

THENCE South 69 deg. 51 min. 42 sec. East with the North line of Lot 2, being the approximate centerline of said drainage ditch, a distance of 379.26 feet to the Northeast corner of the herein described tract, at the Northeast corner of Lot 2, in the East line of Lot 62 and the West line of Lot 56;

THENCE South 03 deg. 04 min. 40 sec. East, with the East line of Lot 2, the East line of Lot 62 and the West line of Lot 56, at 76.03 feet pass a 3/4 inch iron pipe found for the Southwest corner of Lot 56 and the Northwest corner of Lot 55, and continue with the West line of Lots 55 and 54 and the East line of Lots 62 and 63 for a total distance of 785.42 feet to a 5/8 inch iron rod found for the Southeast corner of the herein described tract, at the Southeast corner of Lot 2, in the Northeast right-of-way line of State Highway No. 6;

THENCE North 64 deg. 38 min. 42 sec. West, with the South line of Lot 2, being the Northeast right-of-way line of State Highway No. 6, a distance of 68.23 feet to a 1/2 inch iron rod found at the Southeast corner of Lot 1, Hope Subdivision;

THENCE North 03 deg. 04 min. 40 sec. West, with the common line of Lots 1 and 2, a distance of 345.57 feet to a 1/2 inch iron rod found at the Northeast corner of Lot 1;

THENCE South 86 deg. 55 min. 20 sec. West, with the common line of Lots 1 and 2, a distance of 141.81 feet to a 1/2 inch iron rod found at the Northwest corner of Lot 1;

THENCE South 03 deg. 04 min. 40 sec. East, with the common line of Lots 1 and 2, a distance of 268.79 feet to a 1/2 inch iron rod found at the Southwest corner of Lot 1;

THENCE North 64 deg. 38 min. 42 sec. West, with the South line of Lot 2, being the Northeast right-of-way line of State Highway No. 6, a distance of 161.27 feet to the PLACE OF BEGINNING and containing 5.09 acres of land.

SUBDIVISION APPROVED

PAUL HORN, MAYOR

DIXIE ROBERTS, CITY SECRETARY

MICHELLE SEGOVIA, CITY ENGINEER

PLAT NOTES:

ALL LOTS MUST BE GRADED IN ACCORDANCE WITH THE
APPROVED GRADING PLAN ON FILE WITH THE CITY OF ALVIN

EXCEPT AS SHOWN, THERE ARE NO PIPELINES OR PIPELINE EASEMENTS
ACROSS THIS TRACT

STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION,
SHALL BE PROVIDED AT ISSUANCE OF BUILDING PERMIT IF APPLICABLE.

SIDEWALKS SHALL BE CONSTRUCTED AS PART OF THE BUILDING PERMIT FOR EACH TRACT.

BEARINGS SHOWN ON THIS RE-PLAT ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM - SOUTH CENTRAL ZONE AND TIED TO THE CITY OF ALVIN CONTROL MONUMENT 204. THE BEARINGS SHOWN IN PARENTHESES ARE THE BEARINGS USED ON THE ORIGINAL ABBREVIATED PLAT. THE ANGULAR RELATIONSHIP OF THE PROPERTY LINES IS UNCHANGED.

I, STEPHEN D. ADAMS, JR., DO HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE GROUND IN ACCORDANCE WITH THE INFORMATION PROVIDED ME AND CORRECTLY REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY AND IS TRUE AND CORRECT AND THAT ALL BLOCK CORNERS, ANGLE POINTS, AND POINTS OF CURVATURE WILL BE PROPERLY MARKED WITH IRON RODS OR IRON PIPES.

WITNESS MY HAND AND SEAL THIS THE 10th DAY OF November, 2020.

STEPHEN D. ADAMS, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5611

WE, THOMAS NELSON BLACKWELL AND TERRY LYNN BLACKWELL, TRUSTEES OF THE BLACKWELL FAMILY TRUST, OWNER OF THE PROPERTY SHOWN ON THIS PLAN, HEREBY RE-PLAT THIS 5.09 ACRE TRACT KNOWN AS LOT 2, ABBREVIATED AS "LOT 2", AND SUBDIVISION OF THE RECORDS OF THE CLERK OF COUNTY CLERK, AS SITUATED IN THE I & N R.R. COMPANY SURVEY, SECTION 26, BLOCK# 619, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE LINES, RESERVES AND EASEMENTS SHOWN HEREON AND HEREBY BIND OURSELVES, OR HEIRS, OR SUCCESSORS AND ASSIGNS TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

THOMAS NELSON BLACKWELL

TERRY LYNN BLACKWELL

THE STATE OF TEXAS }

COUNTY OF _____ }

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED THOMAS NELSON BLACKWELL AND TERRY LYNN BLACKWELL, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2020

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

OWNER & DEVELOPER: BLACKWELL FAMILY TRUST
300 COUNTY ROAD 545
ALVIN, TEXAS 77512

ADAMS SURVEYING CO.
FIRM NO. 10085400

SURVEYOR:

STEVE D. ADAMS
STEPHEN D. ADAMS, JR.
P.O. BOX 114
ALVIN, TEXAS 77512
281/331-3523



AGENDA COMMENTARY

Meeting Date: 12/3/2020

Department: Economic Development

Contact: Larry Buehler, Director

Agenda Item: Acknowledge receipt of the 2019 Tax Increment Reinvestment Zone Number Two Annual Report.

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

Summary: The Kendall Lakes development has a Tax Increment Investment Zone (TIRZ) covering the entire development. A TIRZ is utilized by cities and developers as a way to fund infrastructure inside a development. A TIRZ issues bonds to cover the costs and is reimbursed by the ad valorem (property) taxes collected. Currently no bonds have been issued as the developer is covering infrastructure costs until sufficient development is on the ground to support bond financing. The TIRZ is governed by a board appointed by city council. The board engages a zone administrator to conduct and record all the business activity. The annual report shows the budget, revenues, expenditures, and development activity. The State of Texas requires the city council to formally acknowledge receipt of the report and then the zone administrator files all necessary document with the State of Texas. 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:** 11/23/2020 SLH

Supporting documents attached:

- 2019 Tax Increment Reinvestment Zone (TIRZ) Number Two Annual Report

Recommendation: Move to acknowledge receipt of the 2019 Tax Increment Reinvestment Zone Number Two Annual Report.

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Manager ☒

2019 ANNUAL REPORT

**TAX INCREMENT REINVESTMENT ZONE
NUMBER TWO
CITY OF ALVIN, TEXAS**



Tax Year 2019

TABLE OF CONTENTS

City of Alvin, City Council	1
TIRZ Board of Directors	2
Description of Zone.....	3
Purpose of Zone.....	4
State of the Zone and Plan Implementation in 2019	6
Revenue.....	6
Expenditures	7
Interest Due on Outstanding Bonds	8
Base Value & Captured Appraised Value	9
Increment Received by Taxing Entities.....	9

LIST OF FIGURES

Figure 1: City of Alvin TIRZ Vicinity Map	3
Figure 2: City of Alvin TIRZ Boundary Map	3
Figure 3: City of Alvin TIRZ Original Land Plan.....	5
Figure 4: City of Alvin TIRZ Amended Land Plan	5

LIST OF TABLES

Table A: Revised Land Use Breakdown	4
Table B: Participation Schedule	6
Table C: Captured Appraised Value Generated For 2019	6
Table D: Five-Year Tax Increment Revenue Fund Balance History	6
Table E: Project Costs Changes in Amended Project Plan	7
Table F: Amended Total TIRZ and MUD Project Costs	8

COMPLIANCE

Texas Tax Code 311.016 (a):	
(1).....	6
(2).....	7
(3).....	8
(4).....	9
(5).....	9

CITY OF ALVIN, TEXAS

2019 CITY COUNCIL

Mayor

Hon. Paul Horn

Council Members

Hon. Scott Reed
District A (until May 2019)

Hon. Martin Vela
District A (as of May 2019)

Hon. Adam Arendell
District B

Hon. Keith Thompson
Mayor Pro Tem (until May 2019)
District C

Hon. Glenn Starkey
District D

Hon. Gabe Adame
District E

Hon. Brad Richards
At Large 1

Hon. Joel Castro
Mayor Pro Tem (as of May 2019)
At Large 2

TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF ALVIN, TEXAS 2019 BOARD OF DIRECTOR

Position 1	Lindsey Vaughn City Council Designee
Position 2	Armando Cespedes City Council Designee
Position 3	Alfred Froberg City Council Designee
Position 4	Vicki Ennis City Council Designee
Position 5	Andy Reyes City Council Designee
Position 6	Scott Salter City Council Designee
Position 7	Ron Mercer City Council Designee
Position 8	Tom Stansel City Council Designee
Position 9	Ricky Kubeczka, Chair Developer Designee

DESCRIPTION OF ZONE

In accordance with the Tax Increment Financing Act (Chapter 311, Texas Tax Code), the City of Alvin, Texas (the “City”) established Reinvestment Zone Number Two, City of Alvin, Texas (the “Zone”) on December 22, 2003. The Zone, also known as the Kendall Lakes TIRZ, consists of approximately 541 acres located in Brazoria County, Texas (the “County”) near the City’s northern boundary. The Project Plan and Reinvestment Zone Financing Plan (the “Plan” or “Project Plan”) was adopted by City Council on April 19, 2007. An amended Project Plan was adopted by City Council on April 2, 2009.

To aid and assist in the implementation of the Plan, the City created the Kendall Lakes TIRZ Redevelopment Authority (the “Authority”), a Local Government Corporation incorporated on August 2, 2006. The private sector developer for the Zone is Skymark Development Company, Inc. (the “Developer”), a Texas corporation. The Zone, Authority and the Developer entered into an Amended and Restated Development Agreement in 2009.

The Zone is bounded generally by the American Canal, State Highway 35, a southern boundary approximately parallel to Victory Lane, and the Atchison Topeka and Santa Fe Railroad. All of the land is located in the City of Alvin, Brazoria County, Texas and at the inception of the Zone was predominantly open and platted as residential. A map illustrating the general vicinity of the Zone within the City follows as Figure 1. Figure 2 depicts the Zone boundary. The Zone was created to capture the great potential the property has due to its location by partnering with the Developer to reimburse the infrastructure necessary to support commercial and residential development. The Zone was created for a 30-year duration, or until dissolved by the City.

Figure 1: Vicinity Map

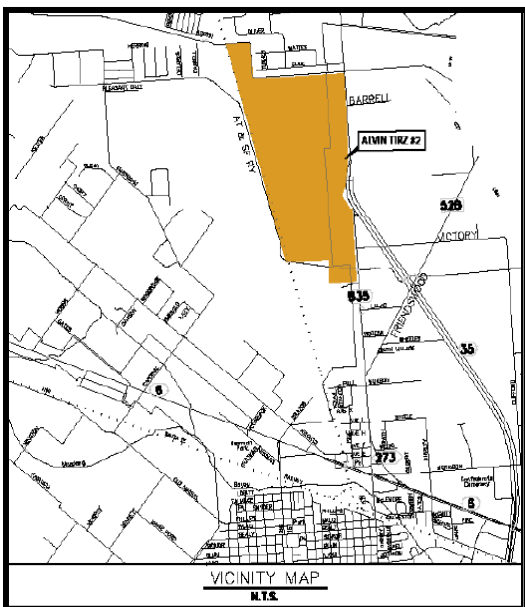


Figure 2: Zone Boundary



PURPOSE OF ZONE

The original purpose of the Zone was to facilitate the development of a quality master-planned community, including a new single-family development consisting of 1,869 new homes, 52 acres of commercial development, with amenities and sustainability that will contribute to the growth of the tax base for the City.

The City Council in adopting the ordinance creating the Zone, found that the projects described in the Plan provided a focused planning and financing mechanism to promote and monitor this significant development effort to the benefit of all the citizens of the City, individual and corporate. But for the creation of the Zone and the participating jurisdictions, this area would not likely experience the magnitude of private investment necessary for this property to develop in the proposed manner or to the standards and quality planned in the foreseeable future.

The City Council further found that improvements in the Zone will enhance the value of all taxable real property within the Zone and will be of general benefit to the City. The methods of financing and the sources of funding available to the Zone are described in the Project Plan.

The Project Plan was amended in 2009 to revise land uses and project descriptions, and to update various revenue and budget schedules for the Plan. The City's Economic Development Department has begun to utilize the revised land plan as the basis to market and attract commercial and industrial uses as the highest and best use in the southernmost portion of the Zone. Table A shows the breakdown of the revised land uses shown in the amended Plan.

Table A: Revised Land Use Breakdown

Land Use	Acreage	Percent
Residential	99	18%
Commercial/Retail	42	8%
Light Industrial	177	32%
Detention/Amenity Lakes/Drainage	81	16%
Roadways/Easements/Open Space	142	26%
Total	541	100%

The original Land Plan for the Zone is shown below as Figure 3 and the amended Land Plan is shown in Figure 4.

Figure 3: Original Land Plan



Figure 4: Amended Land Plan



Brazoria County Certified Appraisal Roll for 2019 indicated a total of 372 single family homes were completed.

STATE OF THE ZONE AND PLAN IMPLEMENTATION IN 2019

Revenue

1. The information provided in the section is in accordance with § 311.016 (a) (1) of the Texas Tax Code, which requires inclusion of the amount and source of revenue in the tax increment fund established for the Zone.

In 2019, the City was the sole participating taxing entity in the Zone. Table B below shows the City's tax rate for 2019 and the 2 previous years, all in which the City has dedicated 100% to the Zone.

Table B: Participation Schedule

Jurisdiction	2017 Tax Rate	2018 Tax Rate	2019 Tax Rate	Zone Duration
City of Alvin	\$0.7880	\$0.7880	\$0.7880	2004-2034

Tax Rate Source: Brazoria County Appraisal District

Table C illustrates the captured appraised value between the base year 2004 and tax year 2019.

Table C: Captured Appraised Value Generated For 2019

Taxing Entity	Base Year Value* (2004)	2019 Value	2019 Captured Appraised Value (Increment)
City of Alvin	\$381,070	\$70,360,706	\$69,979,636

**Base Year Value reflects adjustments made by Brazoria County Appraisal District*

Table D below shows the amount of the City's incremental revenue paid into the tax increment fund for the previous 5-year period.

Table D: Five-Year Tax Increment Revenue Fund Balance History

Taxing Entity	2015	2016	2017	2018	2019
City of Alvin	\$184,435	\$236,143	\$243,683	\$439,037	\$ 541,951

Note: Amounts shown include City's 5% Administrative Fee

Expenditures

2. The information provided in this section is in accordance with § 311.016 (a) (2) of the Texas Tax Code, which requires inclusion of the amount and purpose of expenditures from the fund.

The Board of Directors of the Zone has been granted by City Council, in accordance with Section 311.010 of the Texas Tax Code, the power to administer, manage and operate the Zone and to implement the Plan. The Zone was created for duration of 30 years, or until dissolved by the City.

In 2019, the Board authorized the payment of insurance, legal, operations, administrative, bookkeeping, auditing, and cost of service reimbursements, for the TIRZ and the Kendall Lakes Redevelopment Authority in the amount of \$143,650.

The total estimated cost of the public improvements within the Zone that will be reimbursed with tax increment, as outlined in the amended Project Plan, amounts to \$29,877,039. The overall development financing structure includes both TIRZ and Municipal Utility District (“MUD”) infrastructure reimbursements. Table E shows the specific changes to project costs included in the amended Project Plan. Table F reflects the amended total for TIRZ and MUD project costs.

Table E: Project Costs Changes in Amended Project Plan

Revised Estimated Project Costs Based on Land Plan Revision		
TIRZ Projects	Original Project Costs	Revised Projected Costs
Public Streets	\$3,228,039	\$4,130,000
Clearing and Grubbing	\$140,420	\$194,000
Parks and Recreation	\$920,000	\$920,000
Enhanced Landscaping	\$2,976,885	\$1,830,000
Engineering	\$1,037,302	\$1,061,000
Contingency	\$691,534	\$707,400
Total	\$8,994,180	\$8,842,400

Table F: Amended Total TIRZ and MUD Project Costs

Proposed Distribution of Public Infrastructure Costs

Projects	TIRZ Projects	MUD Projects	Total
Public Streets	\$4,130,000		\$4,130,000
Clearing and Grubbing	\$194,000	\$685,580	\$879,580
Parks and Recreation	\$920,000		\$920,000
Enhanced Landscaping	\$1,830,000		\$1,830,000
Water Lines		\$3,261,793	\$3,261,793
Sanitary Sewer Lines		\$6,451,264	\$6,451,264
Storm Sewers		\$4,982,872	\$4,982,872
Storm Water PPP		\$773,961	\$773,961
Detention Pond and Channel		\$3,434,383	\$3,434,383
Engineering	\$1,061,000	\$3,033,400	\$4,094,400
Contingency	\$707,400	\$1,683,583	\$2,390,983
TIRZ Creation Costs	\$125,000		\$125,000
TIRZ Administration	\$600,000		\$600,000
Value Rebated to MUD	\$12,564,422		\$12,564,422
City 5% Administration Charge	\$1,303,607		\$1,303,607
Reimbursable to City for Services	\$6,441,610		\$6,441,610
Miscellaneous		\$1,052,653	\$1,052,653
Total	\$29,877,039	\$25,359,489	\$55,236,528

TIRZ Authorized Projects in 2019:

No TIRZ Projects were authorized or constructed in 2019.

Interest Due on Outstanding Bonds

3. The information provided in this section is in accordance with § 311.016 (a) (3) of the Texas Tax Code, which requires inclusion of the amount of principal and interest due on outstanding bonded indebtedness.

The Zone issued no debt and therefore had no interest or principal due on outstanding bonds.

Base Value & Captured Appraised Value

4. The information provided in this section is in accordance with § 311.016 (a) (4) of the Texas Tax Code, which requires inclusion of the tax increment base and current captured appraised value retained by the Zone.

The captured appraised value of the Zone is the total appraised value of all real property located within the Zone, less the tax increment base value. In each year subsequent to the base year, the Zone will receive tax increment revenue based on ad valorem property taxes levied and collected by each participating taxing unit on the captured appraised value of the Zone.

As of January 1, 2004, the base year for the Zone, the total appraised value of the property was \$381,070 as adjusted by the Brazoria County Appraisal District. On January 1, 2019, the area encompassed by the Zone had a total taxable value of \$70,360,706. As a result, the total captured appraised value on the tax roll as of January 1, 2019 was \$69,979,636, all as illustrated in Table C.

Increment Received by Taxing Entities

5. The information provided in this section is in accordance with § 311.016 (a) (5) of the Texas Tax Code, which requires inclusion of the captured appraised value shared by the City and other taxing units, the total amount of tax increments received, and any additional information necessary to demonstrate compliance with the Plan.

The City is the only participating taxing entity in the Zone. The increment revenue generated for tax year 2019 was \$541,951 as shown in Table D.

**TAX INCREMENT REINVESTMENT ZONE NUMBER TWO
CITY OF ALVIN, TEXAS
2019 ANNUAL REPORT
Tax Year Ending December 31, 2019**

Prepared by Marsh Darcy Partners, Inc.



AGENDA COMMENTARY

Meeting Date: 12/3/2020

Department: Fire/EMS

Contact: Rex W. Klesel, Fire Chief

Agenda Item: Consider the 2021 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.

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

In 2020, the ESD paid a total of \$738,240 to the City of Alvin for the following Emergency Services:

- \$369,240 for Fire and Rescue
- \$369,000 for Emergency Medical Services

The 2021 proposed ESD Agreement with City of Alvin will increase to a total of \$783,240 to the City of Alvin for the following Emergency Services:

- \$399,240 (\$30,000 increase) for Fire & Rescue
- \$384,000(\$15,000 increase) for Emergency Medical Service

Staff recommends approval of this agreement.

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

Funding Account: _____ **Amount:** \$783,240 **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 11/23/2020 SLH

Supporting documents attached:

- 2021 Interlocal Agreement for Emergency Services

Recommendation: Move to approve the 2021 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, 2021, 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, 2021 and ending December 31, 2021. 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 \$783,240.00 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 \$384,000.00 for emergency medical services and \$399,240.00 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, 2020. 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: _____

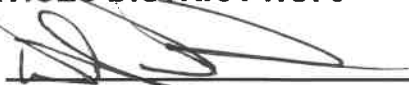
Acknowledged: _____

**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: November 9, 2020

Acknowledged: _____

**ALVIN VOLUNTEER
FIRE DEPARTMENT**

By: _____
Print Name: _____
Title: _____

Address for Notice: _____

EXHIBIT "A-1 Fire"

EXHIBIT "A-2 EMS"

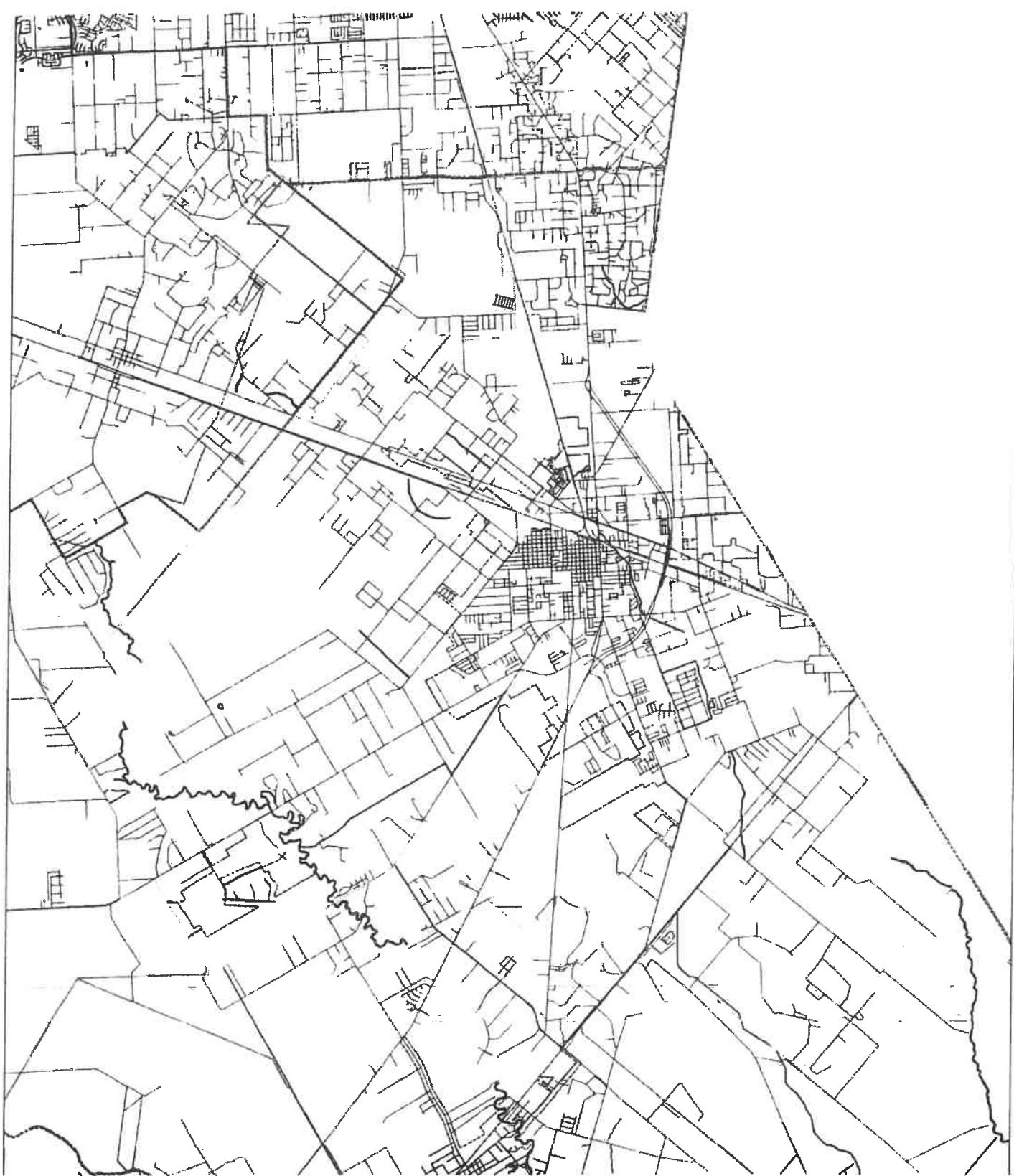
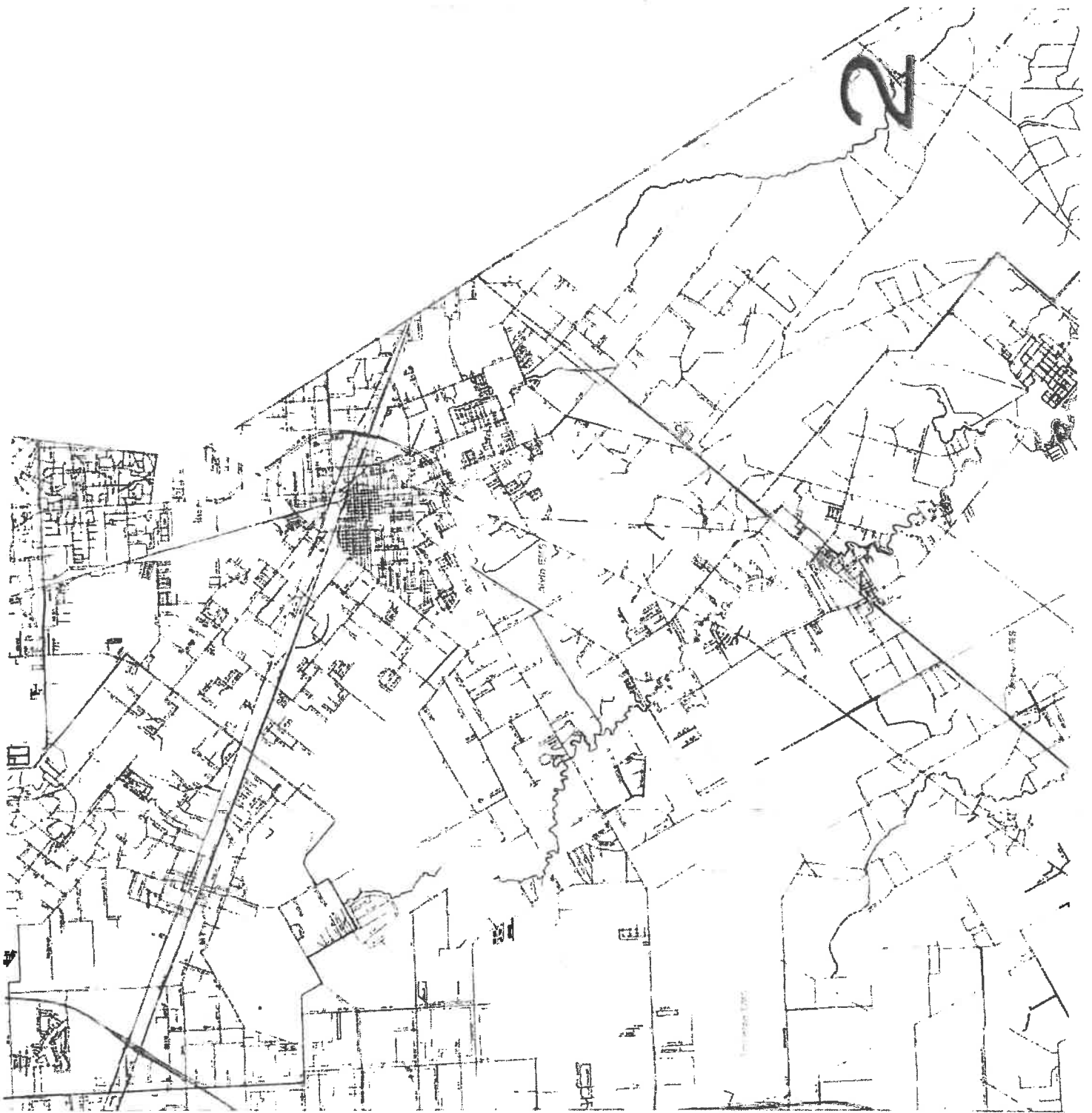


EXHIBIT "A-1 Fire"

EXHIBIT "A-2 EMS"



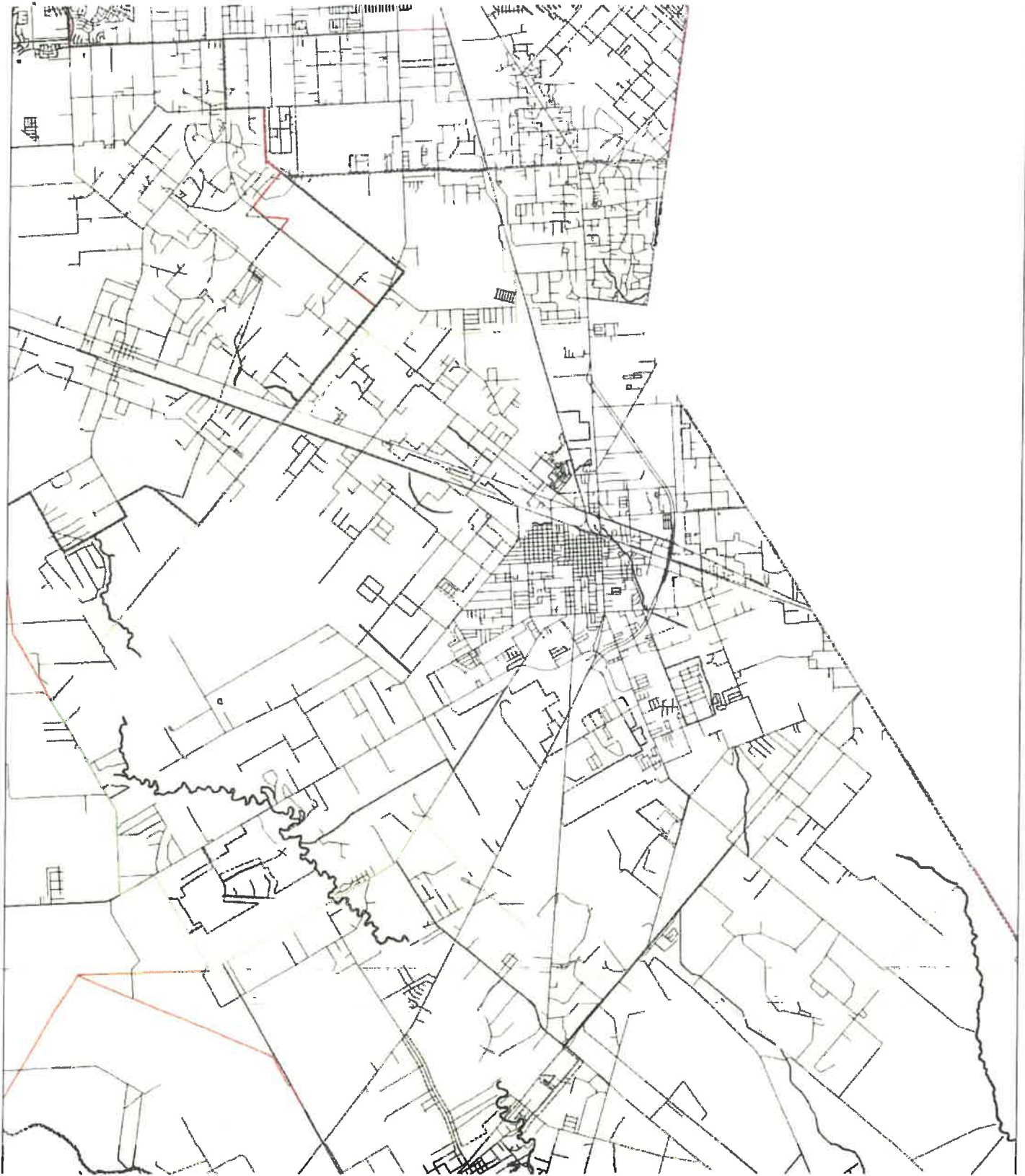
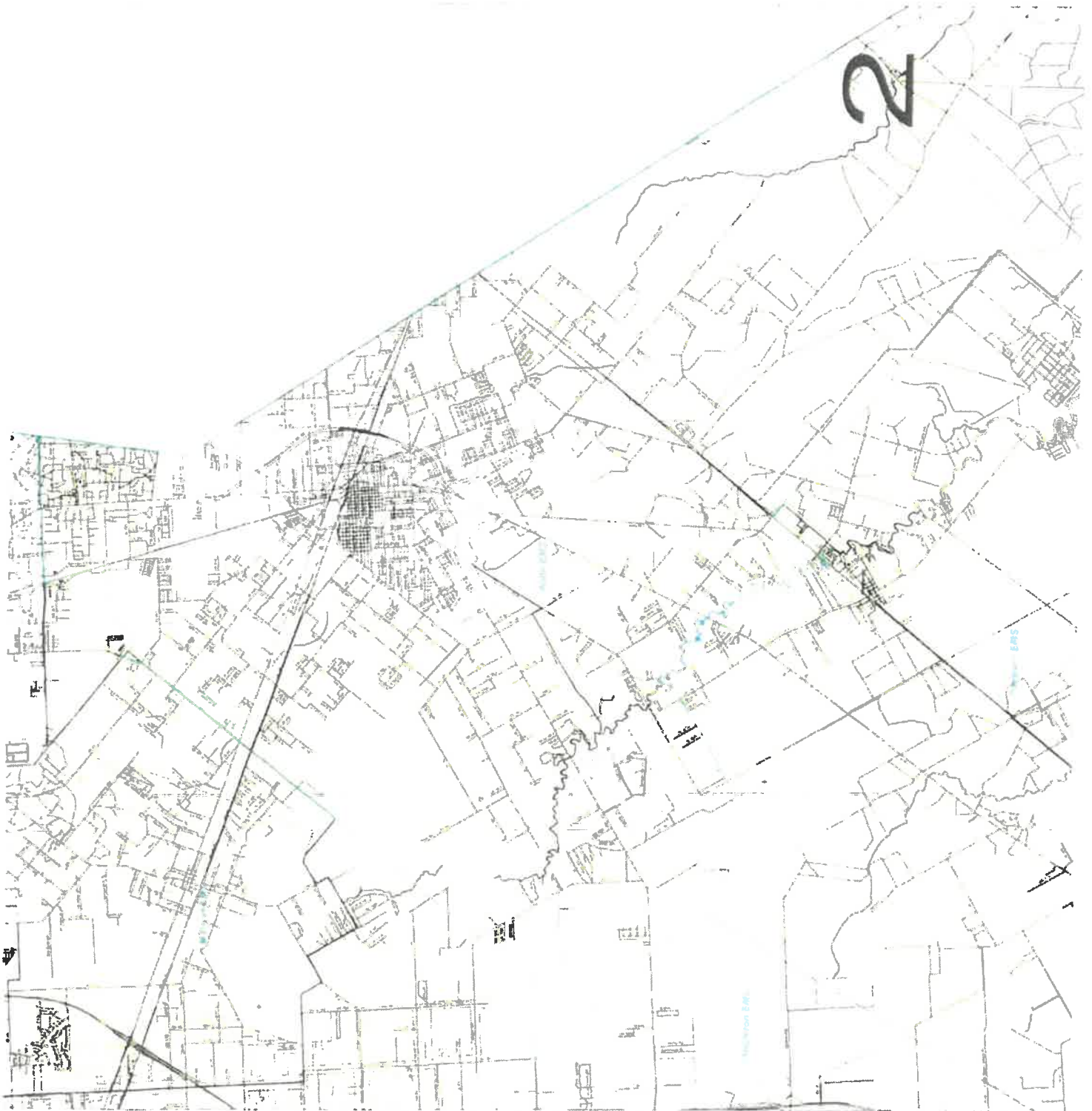


EXHIBIT "A-1 Fire"

EXHIBIT "A-2 EMS"





AGENDA COMMENTARY

Meeting Date: 12/3/2020

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider an Engineering Services Agreement with LJA Engineering in an amount not to exceed \$549,900 for engineering design services for the Waterline Improvements Phase 3 Project; 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 Waterline Improvements Phase 3 Project was identified in the 2015 Utility Master Plan that was approved by City Council on March 3, 2016 and consists of the replacement/addition of approximately 25,085 linear feet of 6" and 8" waterlines in the area generally bounded by House Street, Bayou Drive, South Street, and Gordon Street, as well as an alternate to construct new water lines along Foley Street and within an easement from Legion Street to Adoue Street.

The Engineering Services Agreement being considered will provide surveying and geotechnical data, preliminary and final engineering design, complete plan set with bid package, and construction phase services for this important water system rehabilitation CIP project. It is proposed that design services culminating in a final bid package will be complete in a period of nine months. Approval of this Agreement will ensure that construction plans are available and ready for bid in August 2021.

This project is being funded by the 2020 Water and Sewer System Revenue Bonds that were authorized and approved by City Council on October 15, 2020. Staff recommends approval of this Agreement.

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

Funding Account: 237-6001-00-9078 **Amount:** \$549,900 **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 11/23/2020 SLH

Supporting documents attached:

- LJA Proposal for the Waterline Improvements Phase 3 Design

Recommendation: Move to approve an Engineering Services Agreement with LJA Engineering in an amount not to exceed \$549,900 for engineering design services for the Waterline Improvements Phase 3 Project; 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 ☒

November 11, 2020

Mayor and City Council
City of Alvin
216 West Sealy
Alvin, Texas 77511

Re: Proposal for Engineering and Construction Services for
Waterline Improvements Phase 3
LJA Proposal No. 20-01560

Dear Mayor and City Council:

LJA Engineering, Inc. (LJA) is pleased to submit this proposal to provide engineering and construction services associated with the new 8-inch and 6-inch water lines to connect and replace existing small water lines in the area bounded by House Street, Bayou Drive, South Street, and Gordon Street, as well as an Alternate to construct new water lines along Foley Street and within an easement from Legion Street to Adoue Street. This proposal does not include any acquisition of any additional property or easements. We propose the following services and corresponding fees for this project.

SCOPE OF SERVICES

A. Preliminary and Design Phase

1. Attend Preliminary Conference with the City and other interested parties regarding the project.
2. Review all reports/plans regarding the existing waterlines.
3. Establish the scope of any topographical surveys and geotechnical investigations which, in the opinion of the Engineer, may be required.
4. Prepare detailed specifications, contract documents, and contract drawings.
5. Submit final contract specifications and drawings to the required agencies for review and approval.

B. Bidding Phase

1. Assist the City in the advertisements of the project for bids.
2. Respond to questions regarding the project during the bidding process. If required, issue addendums to clarify any questions regarding the project.

3. Conduct a Pre-bid Conference between the Engineer, prospective bidders, suppliers, etc., to make certain that the scope of the work is fully understood.
4. Assist the City in the opening of bids for construction of the project. Tabulate and evaluate bids and prepare a recommendation letter for Mayor and Council action.
5. Prepare final contract documents for execution by the Contractor and the City.

C. Construction Phase

1. Conduct a Pre-Construction Conference between the City, Engineer and Contractor.
2. Issue a work order with dates, approved by the City.
3. Make periodic visits to the project site to observe work with regard to general compliance with the plans and specifications.
4. Review samples, schedules, shop drawings, and other data which the Contractor submits.
5. Preparation for execution of the necessary progress documents including work order, payment estimates, change orders, time extensions, and other correspondence required to achieve the intended finished project.
6. Conduct final inspection in conjunction with the City, Contractor and Engineer. Prepare all closing documents to finalize the contract.

D. Additional Services

1. Topographical Surveys: Provide field surveys of existing structures, lines, site conditions, and other features required for the preparation of final construction.
2. Easement Documents: Provide easement exhibits, as well as, metes and bounds descriptions for proposed easements required for alignment and construction.
3. Geotechnical Investigations: Provide field investigation of the geotechnical conditions to determine design. Determine ground water conditions and need for dewatering during construction.
4. Testing: Provide as required testing, field and laboratory, of construction materials.
5. TXDOT Permitting: Coordinate location of waterline within the ROW of Highway 35 / South Gordon Street with TXDOT and obtain utility permit approvals through the TXDOT UIR process.

6. **Project Representative:** Provide on-site Resident Project Representation. This will include periodic site visits (typically 10-15 hours a week) to review progress of contractor's work. These visits will be performed on an as needed basis during certain phases of construction. The Resident Project Representative will make his best effort to be on-site during critical phases of work.

It is agreed that the Engineer does not underwrite, guarantee, or ensure the work done by the contractors. Since it is the contractor's responsibility to perform the work in accordance with the Contract Documents, the Engineer is not responsible or liable for the contractors' failure to do so. Failure by any Resident Project Representative or other personnel engaged in on the site observation to discover defects or deficiencies in the work of the contractors shall never relieve the contractors for liability or subject the Engineer to any liability for any such defect or deficiencies.

7. **Record Drawings:** Upon completion of the project, the contract drawings will be revised to reflect all field changes. The completed "record drawings" will be delivered to the Owner.

BASIS OF COMPENSATION

For the accomplishment of the above tasks and additional services, we propose that our compensation be based on the Scope of Services for each Phase and include a combination of Lump Sum Fees and Estimated Fees.

- A. **Preliminary and Design Phases:** Based on the scope of services, our fee will be a lump sum amount of \$196,640.00.
- B. **Bidding Phase:** Based on the scope of services, our fee will be a lump sum amount of \$12,290.00.
- C. **Construction Phase:** Based on the scope of services, our fee will be a lump sum amount of \$36,870.00.
- D. **Additional Services:**
 1. **Topographical Surveys:** Based on the scope of services, our fee will be a lump sum amount of \$150,500.00.
 2. **Easement Documents:** Based on the scope of services, we estimate the easement documents cost to be approximately \$25,000.00 (Billed as Time & Materials on a per parcel basis).
 3. **Geotechnical Investigations:** Based on the scope of services, we estimate the geotechnical investigations cost to be approximately \$26,000.00 (Billed as Time & Materials).
 4. **Testing:** Based on the scope of services, we estimate the construction materials testing cost to be approximately \$27,500.00 (Billed as Time & Materials).

5. TxDOT Permitting: Based on the scope of services, we estimate the TxDOT Permitting cost to be approximately \$10,000.00 (Billed as Time & Materials).
6. Project Representative: Based on the scope of services, we estimate the project representative cost to be approximately \$57,600.00 (Billed as Time & Materials).
7. Record Drawings: Based on the scope of services, our fee will be a lump sum amount of \$2,500.00.

The above fees do not include reimbursable expenses (advertising, reproduction, deliveries, travel/mileage, printing, permit fees, filing fees, recording fees, and long distance phone charges). We recommend a budget of \$5,000.00 be set for the actual reimbursable expenses incurred on the project.

If this proposal meets with your approval, please execute both copies (below), returning one original signed copy to our office and keeping the other for your records. Your signature will be sufficient authorization to immediately commence the stated work.

We appreciate the opportunity to be involved in your project. If you have any questions, please feel free to call me at 713.657.6013.

Sincerely,



Jimmy C. Flowers, PE
Project Manager

JCF/te

Enclosure (s)

Proposal Accepted By:
CITY OF ALVIN
Junru Roland, City Manager

By: _____

Name: _____

Date: _____

CITY OF ALVIN
WATER REHABILITATION CIP PROJECTS
WATERLINE IMPROVEMENTS - PHASE 3

AREA BOUNDED BY HOUSE ST., BAYOU DR., SOUTH ST., & GORDON ST.
w/ ALTERNATES FOR WATERLINES ALONG FOLEY AND w/IN EASEMENT FROM LEGION TO ADOUE

Item No.	Quantity	Unit	Description	Unit Cost	Total Cost
1	5,105	LF	8" Waterline (Open Cut Construction)	\$45.00	\$229,725.00
2	5,105	LF	8" Waterline (Augered Construction)	\$50.00	\$255,250.00
3	350	LF	8" Waterline (Augered & Encased Construction)	\$125.00	\$43,750.00
4	7,210	LF	6" Waterline (Open Cut Construction)	\$40.00	\$288,400.00
5	7,215	LF	6" Waterline (Augered Construction)	\$45.00	\$324,675.00
6	100	LF	6" Waterline (Augered & Encased Construction)	\$110.00	\$11,000.00
7	1	LS	8" Waterline Mustang Bayou Crossing - Attached to Bridge	\$70,000.00	\$70,000.00
8	35	EA	8" Gate Valve w/ Box	\$1,500.00	\$52,500.00
9	60	EA	6" Gate Valve w/ Box	\$1,200.00	\$72,000.00
10	1	EA	10" Wet Connection	\$3,500.00	\$3,500.00
11	15	EA	8" Wet Connection	\$2,500.00	\$37,500.00
12	20	EA	6" Wet Connection	\$2,000.00	\$40,000.00
13	70	EA	Fire Hydrant Assembly	\$4,000.00	\$280,000.00
14	120	VF	Extra Depth Bury for Fire Hydrant	\$150.00	\$18,000.00
15	24	EA	Fire Hydrant Removal & Salvage	\$275.00	\$6,600.00
16	15	EA	Cut & Plug Exist. Waterline	\$750.00	\$11,250.00
17	40	EA	Close Exist. Valve, Remove Box, Plug Operator	\$300.00	\$12,000.00
18	12,315	LF	Trench Safety System	\$2.00	\$24,630.00
19	1	LS	Traffic Control	\$25,000.00	\$25,000.00
20	2	AC	Turf Establishment, Hydro-mulch Seeding	\$2,000.00	\$4,000.00
21	1,500	SY	Surface Restoration, Asphalt Surface	\$65.00	\$97,500.00
22	500	SY	Surface Restoration, Concrete Surface	\$100.00	\$50,000.00
23	100	SY	Surface Restoration, Unpaved Surface (Gravel or Shell)	\$40.00	\$4,000.00
24	12,315	LF	SWPP, Reinforced Filter Fabric Barrier	\$2.00	\$24,630.00
25	100	EA	New Short Side Single Service Connection (3/4" to 1")	\$500.00	\$50,000.00
26	105	EA	New Long Side Single Service Connection (3/4" to 1")	\$750.00	\$78,750.00
27	22	EA	New Short Side Single Service Connection (2")	\$1,200.00	\$26,400.00
28	18	EA	New Long Side Single Service Connection (2")	\$1,500.00	\$27,000.00
Supplementary Items					
29	1,200	LF	"Extra" Well Point Dewatering System	\$50.00	\$60,000.00
30	1,200	CY	"Extra" Bedding and Backfill for Wet Sand Construction	\$10.00	\$12,000.00
31	100	CY	"Extra" Bank Sand	\$10.00	\$1,000.00
32	50	CY	"Extra" Crushed Limestone	\$25.00	\$1,250.00
33	10	TON	"Extra" Cement Stabilized Sand, 2.0 Sacks per Ton	\$30.00	\$300.00
34	25	CY	"Extra" Class A Concrete	\$100.00	\$2,500.00
35	500	LB	"Extra" Reinforcing Steel	\$1.00	\$500.00
36	500	TON	"Extra" Crushed Concrete, 1" to 2" Gradation	\$18.00	\$9,000.00
37	1,000	SY	"Extra" Turf Establishment, Full Sodding	\$3.00	\$3,000.00
38	1	EA	"Extra" 8" Insertion Valve	\$7,500.00	\$7,500.00
39	1	EA	"Extra" 6" Insertion Valve	\$6,500.00	\$6,500.00
40	30	EA	"Extra" DFW Water Meter Box with LLDPE Body & HDPE Lid	\$60.00	\$1,800.00
SubTotal Estimated Construction Cost					\$2,273,410.00
Contingency (20%)					\$454,682.00
Probable Construction Cost					\$2,728,092.00
Basic Engineering Fees (9.01%)					\$245,800.00
Preliminary and Design Phase (80%)					\$196,640.00
Bidding Phase (5%)					\$12,290.00
Construction Phase (15%)					\$36,870.00
Additional Services Fees					\$304,100.00
Project Survey					\$150,500.00
Easement Documents (T&M per Parcel)					\$25,000.00
Geotechnical Investigation					\$26,000.00
Construction Materials Testing					\$27,500.00
TXDOT Permitting					\$10,000.00
Project Representation					\$57,600.00
Record Drawings					\$2,500.00
Reimbursable Expenses					\$5,000.00
Total Estimated Engineering & Additional Service Fees					\$549,900.00
Total Probable Project Cost					\$3,277,992.00

City of Alvin

Water Line Improvements Phase 3

Area Bounded by House St., Bayou Dr., South St., & Gordon St.

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1	Design	176 days	Fri 12/4/20	Fri 8/6/21																					
2	Topographic Survey	40 days	Fri 12/4/20	Thu 1/28/21																					
3	Geotech	30 days	Fri 12/4/20	Thu 1/14/21																					
4	30% Plans	40 days	Mon 1/4/21	Fri 2/26/21																					
5	30% Plans City Review/Address Comments	5 days	Mon 3/1/21	Fri 3/5/21 4																					
6	60% Plans	50 days	Mon 3/8/21	Fri 5/14/21 5																					
7	60% Plans City Review/Address Comments	5 days	Mon 5/17/21	Fri 5/21/21 6																					
8	Dry Utilities Coordination	40 days	Mon 5/24/21	Fri 7/16/21 7																					
9	TXDot Review	50 days	Mon 5/24/21	Fri 7/30/21 7																					
10	Drainage District Review	50 days	Mon 5/24/21	Fri 7/30/21 7																					
11	TCEQ Review	50 days	Mon 5/24/21	Fri 7/30/21 7																					
12	100% Plans	50 days	Mon 5/24/21	Fri 7/30/21 7																					
13	100% Plans City Review/Address Comments	5 days	Mon 8/2/21	Fri 8/6/21 12																					
14	Bidding	53 days	Wed 9/1/21	Fri 11/12/21																					
15	Advertisement	1 day	Wed 9/1/21	Wed 9/1/21																					
16	Pre-Bid Conference	1 day	Wed 9/15/21	Wed 9/15/21																					
17	Bid Opening	1 day	Thu 9/23/21	Thu 9/23/21																					
18	Award Contract (Council Meeting)	1 day	Thu 10/7/21	Thu 10/7/21																					
19	Execute Contracts	21 days	Fri 10/8/21	Fri 11/5/21 18																					
20	Pre-Construction Meeting / NTP	5 days	Mon 11/8/21	Fri 11/12/21 19																					
21	Construction	152 days	Mon 11/15/21	Tue 6/14/22																					
22	Construction	145 days	Mon 11/15/21	Fri 6/3/22 20																					
23	Inspection and Final Walkthrough / Punchlist	6 days	Mon 6/6/22	Mon 6/13/22 22																					
24	Construction Completion	1 day	Tue 6/14/22	Tue 6/14/22 23																					



AGENDA COMMENTARY

Meeting Date: 12/3/2020

Department: City Attorney

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider a fifteen (15) year Lease Agreement with BRP Alvin BESS LLC (“BRP”), with two additional ten (10) year terms, to allow BRP access to their property, and the right of ingress and egress in, upon, on, over, above and under City-owned property, for the initial sum of \$1,500, and authorize the Mayor to sign upon legal review.

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

Summary: When the City constructed the sidewalk along 760 Heights Road in 1989, the City purchased the 8-foot wide strip of property, instead of platting it as a right-of-way or easement. BRP Alvin BESS LLC, (“BRP”) a utility-scale independent power producer based in Houston, owns a five-gigawatt portfolio of utility scale solar and energy storage power projects in Montana, California, Wyoming, Utah and Texas.

This Lease Agreement will allow BRP to cross the City-owned property to access their site, and the right of ingress and egress in, upon, on, over, above and under the property. The Lease Agreement has an initial term of fifteen (15) years, with two (2) optional additional extended ten (10) year terms. BRP has agreed to pay the City a flat fee of \$1,500 for the initial term of the Lease Agreement, and an additional \$1,000 for each extended term, if applicable.

Staff recommends approval of the Lease Agreement.

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:** 11/24/2020 SLH

Supporting documents attached:

- Lease Agreement
- Exhibit A – Property Description
- Exhibit B – City Permits and Plans
- Exhibit C – Form of Memorandum of Lease

Recommendation: Move to approve a fifteen (15) year Lease Agreement with BRP Alvin BESS LLC, with two additional ten (10) year terms, to allow BRP access to their property, and the right of ingress and egress in, upon, on, over, above and under the City-owned property, for the initial sum of \$1,500, 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 ☒

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Agreement") is made, dated and effective as of _____, 2020 (the "Effective Date"), between BRP Alvin BESS LLC, a Delaware limited liability company (together with its transferees, successors and assigns, "Lessee"), and the City of Alvin, a home rule municipality in the State of Texas (together with its successors and assigns, "Owner"). Each of Owner and Lessee are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties".

IN CONSIDERATION OF THE AGREEMENTS, COVENANTS AND PROMISES set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged and agreed by the Parties, Owner and Lessee agree to all of the terms, provisions and conditions contained in this Agreement.

1. **Lease.** For and in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed by Owner and Lessee, Owner hereby leases to Lessee, and Lessee leases from Owner, the real property of Owner located in the County of Brazoria, State of Texas, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"), together with all rights, privileges, and appurtenances belonging to or in any way pertaining to the Property, and Owner hereby grants to Lessee the Additional Rights (defined below).

2. **Purpose of Agreement.** Lessee shall have the right to erect, construct, reconstruct, replace, relocate, remove, maintain and use the Property in accordance to the plans submitted to Owner, for which Owner has issued Lessee permits, attached as Exhibit B. Lessee, its successors and assigns have the right to access, ingress, and egress, in, upon, on, over, above, under and across the Property, in order to: (a) conduct any studies, tests or inspections that Lessee deems necessary, including, without limitation, surveys, soil sampling, environmental tests, archeological assessments, transmission, collection, communications, interconnection, energy storage, and related studies; (b) construct and maintain roadways, gates, fences and related improvements (the "Facilities"); (c) exercise the rights granted in this Agreement; (d) install, construct, operate, maintain, repair, replace, relocate, remove or inspect the Facilities; and (e) keep the Property clear of all brush, trees, timber, structures, and other hazards which might endanger the Facilities or impede Lessee's activities. The rights granted to Lessee in this Agreement include, without limitation the following related rights:

- a. the right of ingress to and egress from the Facilities (whether located on the Property, on adjacent property or elsewhere) over and across the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time ("Access Rights"); and
- b. the right to erect, construct, reconstruct, replace, relocate, remove, maintain and use the following from time to time in connection with the Facilities: (A) a line or lines of poles for collection and transmission, with such wires and cables as from time to time are suspended therefrom; provided that such line or lines of poles and above-ground wires and/or cables shall be permitted only within the boundaries of public utility easement(s) or public rights of way unless Owner otherwise expressly agrees in writing; and (B) all necessary and proper foundations, footings, cross arms and other appliances and fixtures for use in connection with said towers, wires and cables on, along and in the Property; and

9. **Lessee's Representations, Warranties and Covenants.** Lessee hereby represents, warrants and covenants as follows:

9.1 **Lessee's Authority.** Lessee has the unrestricted right and authority to execute this Agreement. Each person signing this Agreement on behalf of Lessee is authorized to do so. When executed by Lessee, this Agreement constitutes a valid and binding agreement enforceable against Lessee in accordance with its terms.

9.2 **Post-Construction Restoration.** Upon completion of construction of the Facilities, all property disturbed by Lessee and not required for continuing operation of the Facilities shall be restored to a condition reasonably similar to its prior condition, subject to Lessee's rights under this Agreement.

9.3 **Insurance.** Lessee shall, at its expense, be responsible for assuring that insurance coverages, as would be customary and reasonable for similarly situated companies performing the work carried out by Lessee at such time, are maintained, including, without limitation, adequate coverage to cover any personal injuries or accidents that could reasonably be expected as a direct result of the Lessee's activities on the Property.

9.4 **Requirements of Governmental Agencies.** Lessee, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, rules and regulations of any governmental agency applicable to the Project Facilities. Lessee shall have the right in its sole discretion, to contest by appropriate legal proceedings, brought in the name of Lessee or in the names of both Lessee and Owner, the validity or applicability to the Property or Facilities of any law, ordinance, statute, order, regulation, property assessment or the like now or hereafter made or issued by any federal, state, county, or other governmental agency or entity. Owner shall fully cooperate in such contest, so long as it is reimbursed for its out-of-pocket expenses incurred in such contest and cooperation. Any such contest or proceeding, including any maintained in the name of Owner, shall be controlled and directed by Lessee, but Lessee shall protect Owner from Lessee's failure to observe or comply during the contest with the contested law, ordinance, statute, order, regulation or property assessment.

9.5 **Liens.** Lessee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to the Property for Lessee's use or benefit; provided, however, that if such a lien does arise, Lessee has a right to contest such lien and Lessee, within sixty (60) days after it receives notice of the filing of such lien, either bonds around such lien or establishes appropriate reserves therefore, or, otherwise, removes such lien from the Property pursuant to applicable law, in which case Lessee shall not be deemed to have breached this **Section 9.5.** Nothing in this **Section 9.5** or this Agreement shall be construed to prohibit Lessee from granting one or more liens on all or any portion of Lessee's right, title or interest under this Agreement as security for the repayment of any indebtedness and/or the performance of any obligation relating in whole or in part to any of the Facilities.

9.6 **Hazardous Materials.** Lessee shall not violate, and shall indemnify Owner against any violation by Lessee or any Lessee Party, of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations (each such substance, material and waste "**Hazardous Materials**") in, on, under or about the Property. In conformance with the requirements of applicable law, Lessee

shall clean up, remove, remedy and repair any soil or ground water contamination and damage caused by the release or disposal of any Hazardous Materials by Lessee or any Lessee Parties in, on, under, or about the Property.

10. **Owner's Representations, Warranties and Covenants.** Owner represents, warrants and covenants as follows:

10.1 **Owner's Authority.** Owner is the sole owner of the Property and has the unrestricted right and authority to execute this Agreement and to grant to Lessee the rights granted under this Agreement. Each person signing this Agreement on behalf of Owner is authorized to do so, and all persons having any ownership interest in the Property are signing this Agreement as Owner. When signed by Owner, this Agreement constitutes a valid and binding Agreement enforceable against Owner in accordance with its terms.

10.2 **No Interference.** Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or prospectively, interfere with: the construction, installation, maintenance or operation of the Facilities, whether located on the Property or elsewhere; access over the Property to the Facilities; or the undertaking of any other activities permitted under this Agreement.

10.3 **Ownership and Mineral Estate.** Owner owns all of the fee simple interest in the Property. To the best of Owner's knowledge, Owner owns all of the oil, gas and other minerals in, on, under or that may be produced from the Property howsoever drilled, mined or produced ("**Mineral Estate**"). If Lessee determines that any part of the Mineral Estate is not owned, leased or controlled by Owner, then Owner shall cooperate with Lessee's efforts to obtain non-interference and waiver of surface rights agreements from all persons and entities that have any ownership, royalty or leasehold interest in the Mineral Estate. Notwithstanding anything else in this Agreement, after the Effective Date, Owner shall not utilize the surface of the Property to explore for, develop, or produce oil, gas, or other minerals from the Mineral Estate underlying the Property nor enter into any agreement permitting a third party to utilize the surface of the Property to explore for, develop, or produce, oil, gas or other minerals from the Mineral Estate underlying the Property.

10.4 **Liens.** There are no liens, encumbrances, leases, mortgages, deeds of trust, security interests, licenses or other exceptions (collectively, "**Liens**") encumbering or affecting all or any portion of the Property. Owner shall not, without the prior written consent of Lessee, create or permit to be created or to remain, any liens, encumbrances, leases, mortgages, deeds of trust, security interests, licenses or other exceptions with respect to the Property or any part thereof. Any such rights granted without Lessee's consent are void ab initio.

10.5 **No Third-Party Rights.** There are no currently existing options, rights of refusal, sales contracts, mineral rights requiring substantial use of the surface or other rights in favor of any third parties relating to (a) the Property or any interest therein; or (b) any adjacent property in which Owner possesses an interest of any kind ("**Third Party Rights**"), that could materially interfere with the development, construction, installation, maintenance or operation by Lessee of Facilities or that could adversely affect Lessee's use of the Property or obtaining the benefits intended under this Agreement. For the avoidance of doubt, the preceding portions of this paragraph are not intended to apply to situations in which the mineral estate is not owned, leased or controlled by Owner.

10.6 **Treatment of Liens; Third Party Rights.** If at any time during the Lease Term, any Lien or any Third Party Right is found, exists or is claimed to exist against the Property or any portion

thereof, that creates rights superior to those of Lessee, and Lessee determines that the existence, use, operation, implementation or exercise of such Lien or such Third Party Right could reasonably be inconsistent with or delay, interfere with, impair or prevent the exercise of any of Lessee's rights under this Agreement or the financing of the Project, Lessee shall be entitled to seek to obtain a Subordination and Non-Disturbance Agreement from the holder of such Lien or such Third Party Right, and Owner shall use commercially reasonable efforts and diligence in helping Lessee obtain the same. Owner agrees that any right, title or interest created by Owner from and after the Effective Date in favor of or granted to any third party shall be subject and subordinate to (i) this Agreement and all of Lessee's rights, title and interests created in this Agreement; and (ii) any and all documents executed or to be executed by and between Lessee and Owner in connection with this Agreement.

10.7 Hazardous Materials. To the best of Owner's knowledge, as of the Effective Date, there are no Hazardous Materials located on the Property and the Property has not been used for the generation, treatment, storage or disposal of Hazardous Materials, no underground storage tanks have ever been located on the Property nor are any underground storage tanks presently located on the Property.

10.8 No Litigation. Owner is not a party to any, and there are no pending or threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any kind or nature whatsoever against Owner (i) challenging the validity or propriety of this Agreement, and/or transactions contemplated in this Agreement; or (ii) which could reasonably be expected to have a material adverse effect on the ownership or operation of the Property or any part thereof or interest therein.

10.9 Consents. Owner shall cooperate with Lessee in the execution and delivery of such consents, estoppel certificates and other documents as a Mortgagee (as defined in Section 13.1), hedge provider, power purchaser, tax equity investor, buyer or title insurance company (collectively "**Requestor**") may request, including, without limitation, any instruments required to evidence such Requestor's rights under this Agreement.

10.10 Estoppel Certificates. Within ten (10) days of receipt from Lessee or from any existing or proposed Requestor, Owner shall execute an estoppel certificate (a) certifying that this Agreement is in full force and effect and has not been modified (or, if the same is not true, stating the current status of this Agreement); (b) certifying that to the best of Owner's knowledge there are no uncured events of default under this Agreement (or, if any uncured events of default exist, stating with particularity the nature thereof); and (c) containing any other certifications as may reasonably be requested. Any such statements may be conclusively relied upon by Lessee or any Requestor. The failure of Owner to deliver such statement within such time shall be conclusive evidence upon Owner that this Agreement is in full force and effect and has not been modified, and there are no uncured events of default by Lessee under this Agreement.

10.11 Road Use. Owner acknowledges Lessee shall be entitled to construct roads, culverts, bridges and related improvements on the Property, and to improve and upgrade any roads, culverts, bridges and related improvements from time to time existing on the Property. Lessee shall have the right to remove fences, gates, cattle guards, and any other improvements on structures on the Property which interfere with Lessee's operations. In no event shall Lessee be responsible for any acts or omissions, any removal of fences, roads and other improvements, any damage to the Property, any improvements or other property placed thereon, or any nuisance caused by, any third person who is not a Lessee Party or is not otherwise acting on behalf of Lessee, including any Owner Party.

11. **Default and Remedies.** If either Party defaults in performance of an obligation under this Agreement, the non-defaulting Party shall not have the right to exercise any remedies hereunder if the default is cured within sixty (60) days of receiving written notice of such default specifying in detail the default and the required remedy (the "**Notice of Default**") from the defaulting Party; provided, that if the nature of the default requires, in the exercise of commercially reasonable diligence, more than sixty (60) days to cure then the non-defaulting Party shall not have the right to exercise any remedies hereunder as long as the defaulting Party commences performance of the cure within sixty (60) days and thereafter completes such cure with commercially reasonable diligence. Subject to the limitations set forth in the last sentence of this paragraph and Section 8, should a default remain uncured beyond the applicable cure periods, the non-defaulting Party shall have and shall be entitled to exercise any remedy available at law or equity, including, without limitation, a suit for specific performance of any obligations set forth in this Agreement or any appropriate injunctive or other equitable relief, or for damages resulting from such default (including, without limitation, the cost of obtaining alternative rights, leases or easements and removing and reinstalling the Facilities). Notwithstanding the foregoing or anything to the contrary contained in this Agreement, or any rights at law or in equity, in no event shall any non-monetary default of this Agreement beyond applicable cure periods terminate, or entitle any Party to terminate, this Agreement or any Additional Rights or other right granted hereunder.

12. **Assignment.**

12.1 **Collateral Assignments.** Lessee shall have the absolute right in its sole and exclusive discretion, without obtaining the consent of Owner to do any of the following with respect to financing all or any portion of the Property: (i) finance Facilities with a Mortgagee (as defined in Section 13.1 below); and/or (ii) mortgage, encumber, hypothecate, pledge or transfer to one or more Mortgagees any and all of the rights granted hereunder, including this Agreement, the rights granted herein, and any or all right or interest of Lessee in the Property, this Agreement or in any or all of the Facilities.

12.2 **Assignments.** Lessee may at any time and from time to time, without obtaining Owner's consent, (i) convey, transfer, assign, license, or grant all or any portion of such Lessee's right, title, or interest in the Additional Rights, this Agreement, and/or the Facilities to any one or more persons or entities, including the joint right and use thereof. Any assignee shall assume all of Lessee's obligations herein and Lessee will be deemed released from any liability under this Agreement upon such assumption.

12.3 **Acquisition of Interest.** The acquisition of all or any portion of Lessee by another person shall not require the consent of Owner or constitute a breach of any provision of this Agreement and Owner shall recognize the person as Lessee's proper successor.

13. **Mortgagee Protection.** Any Mortgagee of the Property, or any portion of the Property, shall, for so long as its Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the following protections, upon delivery to Owner of notice of its name and address:

13.1 **Mortgagee's Right to Possession, Right to Acquire and Right to Assign.** A Mortgagee shall have the absolute right: (a) to assign its security interest; (b) to enforce its lien and acquire title to the leasehold estate by any lawful means; (c) to take possession of and operate the Property or any portion thereof and to perform all obligations to be performed by Lessee or Assignee under this Agreement, or to cause a receiver to be appointed to do so; and (d) to acquire the leasehold estate by

foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the leasehold estate to a third party. Owner's consent shall not be required for (a) the pledge, mortgage or hypothecation of Lessee's rights in the Agreement, the Project Facilities, or Lessee; or (b) the acquisition of Lessee's or Assignee's leasehold estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure. As used in this Agreement, (i) the term "**Mortgagee**" means any financial institution or other person or entity that from time to time provides secured financing for or otherwise encumbers some or all of Lessee's or an Assignee's interest in the Agreement or Project Facilities, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns; (ii) the term "**Mortgage**" refers to the mortgage, deed of trust or other security interest in this Agreement and/or the Project Facilities given to a Mortgagee in connection with such financing; and (iii) the term "**Mortgaged Interest**" refers to the interest in this Agreement and/or the Project Facilities, that is held by the Mortgagee.

13.2 Notice of Default; Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any alleged default by Lessee or Assignee, Owner shall give written notice of the default to each Mortgagee concurrently with delivery of such notice to Lessee or Assignee, as applicable, specifying in detail the alleged event of default; provided however that such Mortgagee shall have provided Owner with its current address. In the event the Owner gives such a written notice of default, the following provisions shall apply:

13.2.1 The Mortgagee shall have the same period after receipt of notice of default to remedy the default, or cause the same to be remedied, as is given to Lessee or Assignee, plus, in each instance, the following additional time periods: (i) sixty (60) days after receipt of the notice of default in the event of any Monetary Default; and (ii) ninety (90) days after receipt of the notice of default in the event of any non-monetary default, provided that such period shall be extended for the time reasonably required to complete such cure, including the time required for the Mortgagee to perfect its right to cure such non-monetary default by obtaining possession of the Property (including possession by a receiver) or by instituting foreclosure proceedings, provided the Mortgagee acts with reasonable and continuous diligence. The Mortgagee shall have the absolute right to substitute itself for Lessee or any Assignee and perform the duties of Lessee or any Assignee under this Agreement for purposes of curing such defaults. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of the Lessee or any Assignee. Owner shall not terminate this Agreement prior to expiration of the cure periods available to a Mortgagee as set forth above or as provided under this Agreement.

13.2.2 During any period of possession of the Mortgaged Interest by a Mortgagee (or a receiver requested by such Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by a Mortgagee, the Mortgagee shall pay or cause to be paid the rent and all other monetary charges payable by Lessee or any Assignee under this Agreement which have accrued and are unpaid at the commencement of said period and those which accrue

thereafter during said period. Following acquisition of Lessee's or any Assignee's Mortgaged Interest by the Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement shall continue in full force and effect and the Mortgagee or party acquiring title to the Mortgaged Interest shall, as promptly as reasonably possible, commence the cure of all defaults under this Agreement and thereafter diligently process such cure to completion, whereupon Owner's right to terminate this Agreement based upon such defaults shall be deemed waived; provided, however, the Mortgagee or party acquiring title to the Mortgaged Interest shall not be required to cure those non-monetary defaults which are not capable of being cured or performed by such party ("**Non-curable Defaults**"). Non-curable Defaults shall be deemed waived by Owner upon completion of foreclosure proceedings or acquisition of interest in this Agreement by such party.

13.2.3 Any Mortgagee or other party who acquires the Mortgaged Interest pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Lessee or an Assignee by this Agreement incurred or accruing after such party no longer has ownership of the leasehold estate or possession of the Property.

13.2.4 Neither the bankruptcy nor the insolvency of Lessee or any Assignee shall be grounds for terminating this Agreement as long as the rent and all other monetary charges payable by Lessee or Assignee under this Agreement are paid by the Mortgagee in accordance with the terms of this Agreement.

13.2.5 Nothing in this Agreement shall be construed to extend this Agreement beyond the Lease Term or to require a Mortgagee to continue foreclosure proceedings after the default has been cured. If the default is cured and the Mortgagee discontinues foreclosure proceedings, this Agreement shall continue in full force and effect.

14. **Termination.**

13.1 **Lessee's Right to Terminate.** Lessee shall have the right to terminate this Agreement as to all or any part of the Property at any time, effective upon written notice to Owner and each Mortgagee, if any, that holds an unpaid Mortgage at such time. Lessee shall pay owner all amounts accrued under this Agreement through the date of such termination, and Lessee shall receive reimbursement of Fees from Owner in the amount of \$100 per year remaining in the current Lease Term as of the date of termination. In no event shall Owner have a right to seek damages against Lessee with respect to this Agreement solely by reason of its termination excepting only the amounts accrued through the date of such termination. In the event Lessee terminates this Agreement neither Owner nor Lessee shall have any further rights, liabilities or obligations under this Agreement except for any of same that expressly survive termination of this Agreement.

13.2 **Owner's Right to Terminate.** Except as qualified by Section 13, Owner shall have the right to terminate this Agreement if (a) a failure by default in the performance of Lessee's payment obligations under this Agreement shall have occurred and remains uncured after all applicable notice and cure periods; (b) Owner simultaneously notifies Lessee and all Mortgagees and

Assignees in writing of the default, which notice sets forth in detail the facts pertaining to the default; and (c) the default shall not have been remedied within sixty (60) days after Lessee receives the written notice, or, if such cure cannot, with the exercise of commercially reasonable diligence, be completed within such period of time, Lessee, has not begun to diligently undertake the cure within the relevant time period or to thereafter prosecute the cure to completion. **OWNER SHALL HAVE ALL RIGHTS AND REMEDIES AVAILABLE TO OWNER AT LAW AND IN EQUITY (EXCEPT AS LIMITED BY THIS AGREEMENT); PROVIDED HOWEVER, THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR ANY RIGHTS OR REMEDIES WHICH OWNER MIGHT OTHERWISE HAVE AT LAW OR IN EQUITY, WITH RESPECT TO ANY NON-MONETARY DEFAULT UNDER THIS AGREEMENT THAT IS NOT REMEDIED WITHIN THE TIME PROVIDED IN THIS AGREEMENT, OWNER SHALL BE LIMITED TO SEEKING DAMAGES OR SPECIFIC PERFORMANCE; AND OWNER SHALL NOT (AND OWNER WAIVES THE RIGHT TO) COMMENCE ANY ACTION OR PROCEEDING IN WHICH TERMINATION, CANCELLATION, RESCISSION OR REFORMATION OF THIS AGREEMENT IS SOUGHT AS A REMEDY DUE TO A NON-MONETARY DEFAULT.**

13.3 Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Lessee shall execute and record a release or quitclaim deed to Owner of all of Lessee's right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been terminated; and shall surrender the Property or such portion thereof back to Owner.

15. Miscellaneous.

14.1 Memorandum. Owner and Lessee shall execute in recordable form and Lessee shall then record a memorandum of this Agreement in the form attached to this Agreement as Exhibit C. Owner consents to the recordation of the interest of an Assignee in the Property. The memorandum will be recorded in all counties in which the Property is located.

14.2 Notices. All notices or other communications required or permitted by this Agreement, including payments to Owner shall be in writing and shall be deemed given when personally delivered to Owner, Lessee or an Assignee, or in lieu of such personal service, five (5) days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by electronic mail or by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering party for such overnight courier. Any notice shall be addressed as follows:

To Owner:
The City of Alvin, Texas
216 West Sealy Street
Alvin, Texas 77511
(281) 388-4200

To Lessee:
BRP Alvin BESS LLC
c/o Broad Reach Power LLC
5444 Westheimer Road, Suite 1028
Houston, Texas 77056

Email: mklein@broadreachpower.com

With a copy to:
Contracts@broadreachpower.com

Any party may change its address for purposes of this Section by giving written notice of such change to the other parties in the manner provided in this Section.

14.3 Entire Agreement; Amendments. This Agreement constitutes the entire Agreement between Owner and Lessee respecting its subject matter.

14.4 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of Texas.

14.5 Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the Parties agree that in no event shall the Term be longer than, respectively, the longest period permitted by applicable law.

14.6 No Partnership. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, partnership, joint venture or any other association between Owner and Lessee.

14.7 Counterparts. This Agreement, and any amendment hereto, may be executed in any number of counterparts and by each Party on separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument.

14.8 Captions. The captions used in this Agreement are for convenience only and do not limit or amplify the provisions hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first set forth above.

LESSEE:

BRP Alvin BESS LLC,
a Delaware limited liability company

By: Mark Klein
Name: MARK KLEIN
Title: CHIEF OPERATING OFFICER

OWNER:

City of Alvin, Texas

By: _____
Name: Paul A. Horn
Title: Mayor, City of Alvin, Texas

EXHIBIT A

Description of the Property



Doyle & Wachtstetter, Inc.

Surveying and Mapping • GPS/GIS • Pipeline Integrity
High Density 3D Laser Scanning • Robotic Imaging III
Aerial Topographic Surveying • RTK/UAV Imagery

**BROAD REACH POWER 0.0074 ACRE TRACT
H. T. & B. R.R. CO. SURVEY, SECTION 16, ABSTRACT 465
BRAZORIA COUNTY, TEXAS
PAGE 1 OF 1**

FIELD NOTE DESCRIPTION OF ALL THAT CERTAIN 0.0074 ACRE TRACT OF LAND lying and situated in the H. T. & B. R.R. Co. Survey, Section 16, Abstract 465, Brazoria County, Texas being a portion of all that certain called 8 foot wide fee strip, described by general warranty deed recorded November 13, 1989 from W. L. Heller, III and wife, Ursel M. Heller to the City of Alvin, as recorded under Clerk's File No. 1989031747 of the Brazoria County Official Records (B.C.O.R.), said 0.0074 acre tract being more particularly described by metes and bounds as surveyed by Kim T. Doyle, R.P.L.S. 6526 January 7, 2020, using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone (NAD83), in which the directions are Lambert grid bearings and distances are grid level lengths, all areas shown hereon are surface calculations (Combined Scale Factor = 0.99986690604) as follows:

BEGINNING at an unmarked point in the western boundary line of all that certain called 10.00 acre tract of land, described by general warranty deed recorded May 13, 1964 from W. L. Heller to Community Public Service Company, as recorded in Volume 879, Page 719 of the Brazoria County Deed Records (B.C.D.R.), for the northeast corner of said City of Alvin called 8' wide fee strip and the herein described 0.0074 acre tract, said **POINT OF BEGINNING** being located at Texas State Plane Coordinate System position X=3161860.08 and Y=13723642.33, from which point a 6" concrete monument with 1 1/2" copper cap marked "CPS CO CNR" found for reference bears North 3°08'45" West a distance of 942.99 feet;

THENCE South 3°08'45" East, coincident with the eastern boundary line of said City of Alvin called 8 foot wide fee strip, same being the western boundary line of said Community Public Service Company called 10.00 acre tract a distance of 10.71 feet to an unmarked point for the southeast corner of said City of Alvin called 8 foot fee strip and the herein described 0.0074 acre tract, from which point a 1/4" iron rod found for reference bears South 51°29'29" East a distance of 1.06 feet;

THENCE North 51°29'29" West, coincident with the southern boundary line of said City of Alvin called 8 foot fee strip a distance of 40.15 feet to an unmarked point for the southwest corner of the herein described 0.0074 acre tract;

THENCE North 3°08'45" West, a distance of 10.71 feet to a 3/8" iron rod with plastic cap stamped "KIM T. DOYLE R.P.L.S. 6526" set in the northern boundary line of said City of Alvin called 8 foot wide fee strip, for the northwest corner of the herein described 0.0074 acre tract;

THENCE South 51°29'29" East, coincident with the northern boundary line of said City of Alvin called 8 foot wide fee strip a distance of 40.15 feet to the **POINT OF BEGINNING** containing 0.0074 acres of land, more or less.



**Kim T. Doyle
Registered Professional Land Surveyor
Texas Registration Number 6526
March 5, 2020**



This description is based on an on the ground survey, a plat of which, dated January 8, 2020 is on file in the office of Doyle & Wachtstetter, Inc.

Legal Case: Brazoria County H. T. & B. R.R. Co. Section 16, Abstract 465 (1989-1990) BPP 0.0074 Acre Tract (1) Field Note Description

EXHIBIT B

City Permits and Plans

[See attached]



City of Alvin, Texas

1100 W. Highway 6
Alvin, TX 77511

(281) 388-4271 Voice
(281) 331-7516 Fax

COMMERCIAL PERMIT - NEW

Issue Date: April 22, 2020

PROJECT DESCRIPTION: Construction for battery energy storage system for Broad Reach Power Flood zone "X" no elevation certificate required. Note: They will need to pay \$2,500.00 into the tree fund.

PROJECT #
COMM-20-0532

(281) 388-4271
Inspections

www.mygov.us
Permits

LOCATION

760 Heights Rd.
Alvin, TX 77511

LEGAL

Blk A-465 Lot 1D-1E

CONTRACTOR

Diamond Commercial
Construction, Inc.

OWNER

Broad Reach Power

OCCUPANCY INFORMATION

ICC - U Utility Miscellaneous - 2 - B

Square Footage: 0

Valuation: \$ 1,800,000.00

FEES

TOTAL = \$ 6,488.25

Building Permit (Commercial)	\$ 4,260.00
Credit Card Fee - Manual Entry	\$ 53.25
Plan Review (Commercial)	\$ 2,130.00
Storm Water Permit Fees	\$ 45.00

NOTICES

- 1) All work must be done in compliance with the 2018 International Building Code.
- 2) This permit must be posted and visible from the roadway or main parking lot at all times.
- 3) A copy of the approved plans must be on site at all times.
- 4) The project address must be clearly posted at the job site.
- 5) A citation may be issued if these rules are violated

READ AND SIGN

I hereby certify by my signature below that the information provided is true and correct to the best of my knowledge and that the stated value of construction includes all materials, equipment, labor, overhead and profit. I further agree to adhere to all City, State and Federal laws regarding the work to be performed under this permit.

Guillaume Dufay

Signature

APR-23, 2020

Date

EXHIBIT C

Form of Memorandum of Lease

After Recording, Return To:

BRP Alvin BESS LLC
c/o Broad Reach Power LLC
5444 Westheimer Road, Suite 1028
Houston, TX 77056

MEMORANDUM OF LEASE

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF BRAZORIA §

THIS MEMORANDUM OF LEASE (this "**Memorandum**"), is made, dated and effective as of _____, 2020 (the "**Effective Date**"), BRP Alvin BESS LLC, a Delaware limited liability company (together with its transferees, successors and assigns, "**Lessee**"), and the **City of Alvin, a home rule municipality in the State of Texas** (together with its successors and assigns, "**Owner**"). (collectively "**Owner**"), with regards to the following:

1. **Lease Agreement.** Owner and Lessee did enter into that certain Lease Agreement of even date herewith (the "**Agreement**"), which affects the real property located in Brazoria County, State of Texas, as more particularly described in **Exhibit A** attached hereto (the "**Property**"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.

2. **Grant of Rights.** The Agreement grants Lessee an exclusive leasehold interest in the Property, and grants (or shall grant) to Lessee the Additional Rights and other rights specified; such leasehold and other rights include, without limitation, (a) conduct any studies, tests or inspections that Lessee deems necessary, including, without limitation, surveys, soil sampling, environmental tests, archeological assessments, transmission, collection, communications, interconnection, energy storage, and related studies; (b) construct and maintain roadways, gates, fences and related improvements (the "**Facilities**"); (c) exercise the rights granted in this Agreement; (d) install, construct, operate, maintain, repair, replace, relocate, remove or inspect the Facilities; and (e) keep the Property clear of all brush, trees, timber, structures, and other hazards which might endanger the Facilities or impede Lessee's activities.

3. **Term.** This Agreement shall be for an initial term of fifteen (15) years from the Effective Date (the "**Initial Term**"). On or before the expiration of the Term, Lessee may elect to extend the Term an additional ten (10) years (the "**First Extended Term**") by notifying Owner in writing of such election. On or before the expiration of the First Extended Term, Lessee may elect to extend the Term for an additional ten (10) years (the "**Second Extended Term**") by notifying Owner in writing of such election. The Initial Term, First Extended Term and Second Extended Term shall collectively constitute the "**Lease Term**" of this Agreement. The other rights granted pursuant to the Agreement shall last the entire Lease Term.

4. Rights of Mortgagees. Pursuant to the Agreement, any Mortgagee of Lessee or Lessee's assignees has certain rights regarding notice and right to cure any default of Lessee under the Agreement, and the right to take possession of the Property, and to acquire the leasehold estate by foreclosure, as well as other rights as set forth in the Agreement.

5. Assignment. Lessee's rights and obligations under the Agreement shall be assignable without Owner's prior written consent provided that such assignment is in furtherance of the provisions of the development of the Facilities contemplated by the Agreement.

6. Non-Interference. Owner shall not utilize the surface of the Property to explore for, develop, or produce oil, gas, or other minerals from the Mineral Estate underlying the Property nor enter into any agreement permitting a third party to utilize the surface of the Property to explore for, develop, or produce, oil, gas or other minerals from the Mineral Estate underlying the Property. Lessee shall have the quiet use and enjoyment of the Property in accordance with and subject to the terms of this Agreement, without any interference of any kind by Owner or any person claiming through Owner.

7. No Liens; Subordination. Owner shall not, without the prior written consent of Lessee, create or permit to be created or to remain, any liens, encumbrances, leases, mortgages, deeds of trust, security interests, licenses or other exceptions with respect to the Property or any part thereof. Any such rights granted without Lessee's consent are void ab initio. The Agreement provides that from and after its effective date, any right, title or interest created by Owner in favor of or granted to any third party shall be subject and subordinate to (i) the Agreement and all of Lessee's rights, title and interests created thereby, including any and all documents executed or to be executed by and between Lessee and Owner in connection with this Agreement; (ii) any lien of any lender of Lessee's then in existence on the leasehold estate created by the Agreement; and (iii) Lessee's right to create a lien in favor of any lender of Lessee's.

8. Agreement Controls. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Lessee executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Lessee's rights thereunder. The terms, conditions and covenants of the Agreement are incorporated in this Memorandum by reference as though fully set forth herein.

9. No Ownership. Owner shall have no ownership, lien, security or other interest in any Project Facilities installed on the Property, or any profits derived therefrom, and Lessee may remove any or all Project Facilities at any time.

10. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

[signatures appear on following pages]

BRP Alvin BESS LLC,
a Delaware limited liability company

THE STATE OF _____ §
COUNTY OF _____ §

[PERSONALIZED SEAL]

Notary Public, State of _____
My commission expires: _____

OWNER:

City of Alvin, Texas

By: _____

Name: Paul A. Horn

Title: Mayor, City of Alvin, Texas

STATE OF TEXAS)
)
COUNTY OF BRAZORIA)

This instrument was acknowledged before me on this ____ day of _____ 2020, by Paul A. Horn, as the Mayor of the City of Alvin, Texas.

[PERSONALIZED SEAL]

Notary Public State of Texas
My commission expires: _____

EXHIBIT A TO MEMORANDUM

Description of the Property



Doyle & Wachtstetter, Inc.

Surveying and Mapping • GPS/GIS • Pipeline Integrity
High Density 3D Laser Scanning • Robotic Imaging (HD)
Aerial Topographic Surveying • RTK/UAV Imagery

**BROAD REACH POWER 0.0074 ACRE TRACT
H. T. & B. R.R. CO. SURVEY, SECTION 16, ABSTRACT 465
BRAZORIA COUNTY, TEXAS
PAGE 1 OF 1**

FIELD NOTE DESCRIPTION OF ALL THAT CERTAIN 0.0074 ACRE TRACT OF LAND lying and situated in the H. T. & B. R.R. Co. Survey, Section 16, Abstract 465, Brazoria County, Texas being a portion of all that certain called 8 foot wide fee strip, described by general warranty deed recorded November 13, 1989 from W. L. Heller, III and wife, Ursel M. Heller to the City of Alvin, as recorded under Clerk's File No. 1989031747 of the Brazoria County Official Records (B.C.O.R.), said 0.0074 acre tract being more particularly described by metes and bounds as surveyed by Kim T. Doyle, R.P.L.S. 6526 January 7, 2020, using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone (NAD83), in which the directions are Lambert grid bearings and distances are grid level lengths, all areas shown hereon are surface calculations (Combined Scale Factor = 0.99986690604) as follows:

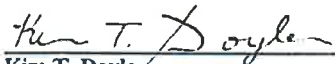
BEGINNING at an unmarked point in the western boundary line of all that certain called 10.00 acre tract of land, described by general warranty deed recorded May 13, 1964 from W. L. Heller to Community Public Service Company, as recorded in Volume 879, Page 719 of the Brazoria County Deed Records (B.C.D.R.), for the northeast corner of said City of Alvin called 8' wide fee strip and the herein described 0.0074 acre tract, said **POINT OF BEGINNING** being located at Texas State Plane Coordinate System position X=3161860.08 and Y=13723642.33, from which point a 6" concrete monument with 1 1/2" copper cap marked "CPS CO CNR" found for reference bears North 3°08'45" West a distance of 942.99 feet;

THENCE South 3°08'45" East, coincident with the eastern boundary line of said City of Alvin called 8 foot wide fee strip, same being the western boundary line of said Community Public Service Company called 10.00 acre tract a distance of 10.71 feet to an unmarked point for the southeast corner of said City of Alvin called 8 foot fee strip and the herein described 0.0074 acre tract, from which point a 3/4" iron rod found for reference bears South 51°29'29" East a distance of 1.06 feet;

THENCE North 51°29'29" West, coincident with the southern boundary line of said City of Alvin called 8 foot fee strip a distance of 40.15 feet to an unmarked point for the southwest corner of the herein described 0.0074 acre tract;

THENCE North 3°08'45" West, a distance of 10.71 feet to a 3/4" iron rod with plastic cap stamped "KIM T. DOYLE R.P.L.S. 6526" set in the northern boundary line of said City of Alvin called 8 foot wide fee strip, for the northwest corner of the herein described 0.0074 acre tract;

THENCE South 51°29'29" East, coincident with the northern boundary line of said City of Alvin called 8 foot wide fee strip a distance of 40.15 feet to the **POINT OF BEGINNING** containing 0.0074 acres of land, more or less.



Kim T. Doyle
Registered Professional Land Surveyor
Texas Registration Number 6526
March 5, 2020



This description is based on an on the ground survey, a plat of which, dated January 8, 2020 is on file in the office of Doyle & Wachtstetter, Inc.

\\dwy\apps\mfg\proj\0116\B.R. Co. Section 16, Abstract 465\0116_1989 B.R. Co. Sec. 16 Field Note Description.docx



AGENDA COMMENTARY

Meeting Date: 12/3/2020

Department: Economic Development

Contact: Josh Dearing, EDC Coordinator

Agenda Item: Consider Resolution 20-R-33, adopting the revised Guidelines, Criteria, and Application for the City of Alvin Business Improvement Grant Program.

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

Summary: Since its inception in 2017, the Business Improvement Grant Program has awarded 12 grants to projects that have equated to over \$133,000 in private investment. The grant program is currently available to businesses that are located in the downtown development area of Alvin, as well as along Gordon Street from State Highway 6 to FM 1462. Given the success of the grant program over the last 4 years, the guidelines were revised to allow for assistance to help defer the costs of physically moving an existing business to a vacant downtown storefront, or to assist a new business that will occupy a vacant building to include the consideration of internal improvements to facilities in the downtown area. These considerations will help promote the development and expansion of new and existing business enterprises and attract more people to the downtown area that will generate additional sales and activity within the downtown area of the City. The Guidelines were reviewed by the grant review team and revised to better reflect the goals of the program.

The major changes to the Guidelines are:

- Potential allowance of internal building improvements for businesses locating to Downtown Development Area
- Properties with active Code Enforcement violations cannot participate unless application remedies violations
- Businesses receiving a grant must remain in business for 24 months (previously 12 months)
- Approved projects must be completed prior to applying for a new grant

Staff recommends approval of Resolution 20-R-33.

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:** 11/24/2020 SLH

Supporting documents attached:

- Res 20-R-33
- Alvin Business Improvement Grant Guidelines
- Alvin Business Improvement Grant Application

- Alvin Business Improvement Grant downtown boundaries map

Recommendation: Move to approve Resolution 20-R-33, adopting the revised Guidelines, Criteria, and Application for the City of Alvin Business Improvement Grant Program.

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

RESOLUTION 20-R-33

A RESOLUTION OF THE CITY OF ALVIN, TEXAS, ADOPTING THE CITY OF ALVIN'S REVISED BUSINESS INCENTIVES GRANT PROGRAM GUIDELINES; AND SETTING FORTH OTHER MATTERS RELATED THERETO.

WHEREAS, the purpose of the City of Alvin's Business Incentives Grant Program is to promote the development and expansion of new and existing business enterprises within the City of Alvin, Texas; and

WHEREAS, the Program enhances the economic welfare of the citizens of the City by securing and retaining business enterprises and maintaining a higher level of employment, economic activity, and stability within the City; and

WHEREAS, the City of Alvin receives direct benefit from in-city businesses that create jobs, promote capital investment, and have an overall improvement to our local economy; and

WHEREAS, the Program was established in 2017 and has awarded twelve (12) grants to projects that has equated to over \$133,000 in private investments; and

WHEREAS, the Guidelines have been revised to better promote the development and expansion of new and existing business enterprises and to attract more people to the target areas, which will generate additional sales and activity within the target areas of the City; and

WHEREAS, the Guidelines have been revised to provide assistance to defer the costs of physically moving an existing business to a vacant downtown storefront, or to assist a new business that will occupy a vacant building to include the consideration of internal improvements to facilities in the downtown area. This will help to promote the development and expansion of new and existing business enterprises and attract more people to the downtown area that will generate additional sales and activity within the downtown area of the City; and

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

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

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

Section 2. Proceedings. That the City of Alvin Business Incentives Grant Program, which has been amended to allow for the consideration of internal improvements to facilities in the downtown area as depicted in Exhibit A, is hereby adopted, effective as of the passing of this Resolution.

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

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

PASSED AND APPROVED on this the 3rd day of December 2020.

CITY OF ALVIN, TEXAS

ATTEST

Paul A. Horn, Mayor

Dixie Roberts, City Secretary



City of Alvin

GUIDELINES, CRITERIA AND APPLICATION FOR CITY OF ALVIN BUSINESS IMPROVEMENT GRANT AND DOWNTOWN LOCATION ASSISTANCE PROGRAM

Section 1: Program Objective

To promote the development and expansion of new and existing business enterprises and attract more people to the target areas, which will generate additional sales and activity within the target areas of the City of Alvin, Texas (the “City”), as shown in the included maps, and to enhance the economic welfare of the citizens of the City, by securing and retaining business enterprises and maintaining a higher level of employment, economic activity, and stability within the City. The City has budgeted \$50,000.00 to fund this grant program.

The program is intended to assist projects that promote retail activities, create an attractive environment, encourage neighborhood character and architectural design, use quality materials, and incorporate good design concepts. Furthermore, the program is intended to assist property owners or tenants with improvements or restorations of the esthetics and architectural appearance of a complete building façade. The program is not intended for repairs or maintenance activities.

Section 2: Business Improvement Grant Categories

Business Improvement:

Grants may be used for comprehensively restoring, substantially beautifying, or enhancing the entire façade or elevation of a commercial building. Eligible items include uncovering and restoring historical façades, removing existing façade materials, and replacing them with more appropriate and attractive designs and materials and other detailing which leads to a substantially enhanced appearance. Please refer to Section 6: Business Improvement Grant Guidelines for further details.

Downtown Location Assistance:

Assistance is available to help defer the costs of physically moving an existing business to a vacant downtown storefront or to assist a new business that will occupy a vacant downtown storefront. Please refer to Section 7: Downtown Location Assistance Guidelines for further details.

Section 3: Eligibility

A new business planning to locate or an existing business planning to relocate in the Downtown Development Area (Exhibit A) shall be eligible for Downtown Location Assistance. A new or an existing business within the target areas of the City as shown on the included maps (Exhibits A and B) at the time of adoption of these Guidelines, shall be eligible for the Business Improvement Grant.

Section 4: Target Areas

The eligible areas are detailed below and reflected on the attached maps (Exhibits A and B):

Exhibit A – Downtown Development Area:

- Hill Street from Lobbitt Street to Sidnor Street
- Taylor Street from Lobbitt Street to Sidnor Street
- Hood Street from Willis Street to Blum Street
- Hardie Street from Willis Street to Blum Street
- Depot Centre Boulevard from Sidnor Street to Gordon Street
- Magnolia Street from Sidnor Street to Bell Street
- Willis Street from Hill Street to Gordon Street
- Sealy Street from Hill Street to Depot Centre Boulevard
- Sidnor Street from Hill Street to Magnolia Street
- Blum Street from Hood Street to Gordon Street
- Bell Street from Gordon Street to Magnolia Street

Exhibit B – Gordon Street Corridor

- Gordon Street from Highway 6 to FM 1462

Section 5: Application and Approval

Applications filed with the City of Alvin's Economic Development office on or before the first Monday of each month shall be reviewed by a City appointed review committee (the "Committee"), considered, and responded to within 30 days. An applicant shall be notified in writing within ten (10) days of final approval or disapproval of the application. Applications are available at the City of Alvin Economic Development office at 216 West Sealy Street, Alvin, Texas 77511, or online at www.alvin-tx.gov under the Economic Development tab.

Section 6: Business Improvement Grant Guidelines

- (A) Proof of Applicant's ownership of the subject facility or facilities, or proof that the owner of such facility has approved the application for such grant funds, and current tax receipt(s) shall be required.
- (B) The owner of a business to be operated within a leased facility and the owner of such leased facility must apply jointly for the Business Improvement Grant program. Copies of a lease agreement, proof of ownership of the leased facility, and current tax receipt(s) shall be required.
- (C) An eligible applicant may apply for one (1) or more Business Improvement Grant(s) set forth herein within any calendar year. A business that receives grant funding during a calendar year shall not be prohibited from making subsequent applications for funding in the same or following years. An approved project must be completed prior to the filing of an additional application.

- (D) All grants are reimbursement grants and will only be funded after completion of the project, with proof of receipts for all applicable materials and labor submitted to the City of Alvin's Economic Development office. Photographs of the completed work shall also be required.
- (E) The Applicant shall be obligated to make the improvements in accordance with the approved application. Thereafter, any modifications must be submitted in writing and approved by the Committee. Failure to obtain written approval prior to making any modifications shall render the Applicant ineligible to receive grant funding.
- (F) The Applicant shall be responsible for obtaining all applicable permits related to the improvement project and must comply with all current City ordinances. Failure to do so will render the Applicant ineligible to receive grant funding. Failure to complete all of the stated improvements shall render the Applicant ineligible to receive grant funding.
- (G) The Applicant shall not begin any improvements prior to receiving written approval from the Committee. All improvement projects must be completed within six (6) months of the approval date. Failure to complete the improvements within the required time period may render the Applicant ineligible to receive grant funding.
- (H) Extensions to the six (6) month completion period may be granted for inclement weather, or the ordering of special building materials. The Applicant must request an extension in writing. The Committee will notify the Applicant in writing of the approval or denial of an extension.
- (I) Properties with active Code Enforcement violations will be prohibited from participation unless the proposed application will satisfy the violations, and building occupancy is expected upon the conclusion of the project.
- (J) Although not eligible for funding on their own, the following may be funded as part of a more comprehensive façade improvement: windows, doors, exterior cleaning, tuckpointing, shutters and gutters. The program will fund projects that significantly improve the visual appearance of the property from the street. Sales taxes and permit fees associated with the construction are also eligible project costs.

Section 7: Downtown Location Assistance Guidelines

- (A) Downtown Location Assistance is available to existing businesses that will occupy a vacant downtown storefront, or to a new business that will occupy a vacant downtown storefront contingent on the submittal of an executed lease agreement or proof of ownership of the subject facility following approval.
- (B) Downtown Location Assistance is available to an existing business that will infill a vacant downtown lot or to a new business that will infill a vacant downtown lot. If approved by the Committee, the Applicant must provide proof of ownership of the subject facility and property or a lease agreement with the owner of the subject facility and property, current tax receipt(s) and a copy of the Certificate of Occupancy following inspection from the City of Alvin.
- (C) The owner of an existing business or a potential owner of a new business to be operated within a leased facility and the owner of such leased facility must apply jointly for the

Downtown Location Assistance program. Copies of a lease agreement, proof of ownership of the leased facility, and current tax receipt(s) shall be required following approval by the Committee. An applicant need not have an existing lease agreement or current ownership of the subject facility prior to filing an application.

- (D) All grants are reimbursement grants and will only be funded after completion of the project with proof of receipts for all applicable materials and labor submitted to the City of Alvin's Economic Development office. Photographs of the completed work shall also be required.
- (E) The Applicant shall be obligated to make the improvements in accordance with the approved application. Thereafter, any modifications must be submitted in writing and approved by the Committee. Failure to obtain written approval prior to making any modifications shall render the Applicant ineligible to receive Downtown Location Assistance funding.
- (F) The Applicant shall be responsible for obtaining all applicable permits related to the approved application and must comply with all current City ordinances. Failure to do so will render the Applicant ineligible to receive Downtown Location Assistance funding. Failure to complete all of the stated improvements shall render the Applicant ineligible to receive grant funding.
- (G) The Applicant shall not begin any improvements prior to receiving written approval from the Committee. All Downtown Location Assistance projects must be completed within six (6) months of the approval date. Failure to complete the improvements within the required time period may render the Applicant ineligible to receive Downtown Location Assistance funding.
- (H) Extensions to the six (6) month completion period may be granted for inclement weather, or the ordering of special building materials. The Applicant must request an extension in writing. The Committee will notify the applicant in writing of the approval or denial of an extension.
- (I) Eligible costs may include, but are not limited to, purchase and installation of equipment required for the business that also remedies code compliance violations (grease trap, fire sprinkler system, fire alarm system, etc.), accessibility improvements for ADA compliance, and restoration of historic interior architectural features such as ceilings, light fixtures, floors and architectural detailing. Improvements not specifically listed as eligible or ineligible are subject to review on a case by case basis.
- (J) Ineligible costs may include, but are not limited to, acquisition of land or buildings, product inventory, furniture, cabinetry, carpets, office equipment, day-to-day operational costs (rent, utilities, taxes, maintenance, payroll, etc.), and soft costs (soft cost is a construction industry term but more specifically a contractor accounting term for an expense item that is not considered direct construction cost. Soft costs include architectural, engineering, financing and legal fees, and other pre-construction and post-construction expenses). Improvements not specifically listed as eligible or ineligible are subject to review on a case by case basis.
- (K) Applications containing the following characteristics will be given priority for funding: projects containing a high ratio of private to public investment, projects designed to alleviate deteriorated, inappropriate or unsightly conditions that have existed for many years, projects

that enhance pedestrian movement within downtown, and projects designed to restore the historic condition of a building's façade.

- (L) The following list of businesses is not comprehensive, and each application will be reviewed on a case by case basis. However, the following types of businesses will be given priority for funding: full-service/fine dining restaurant, coffee shop, bakery, ice cream parlor, entertainment/family fun venues, clothing merchants, specialty merchant stores, candy store, art related retailer (galleries, photography studios, pottery and crafts, etc.), and other service related businesses that drive foot traffic and pedestrian involvement.
- (M) Properties with active code compliance violations will be prohibited from participation in the Downtown Location Assistance program unless the proposed application will satisfy the violations and building occupancy is expected upon completion of the project.

Section 8: Funding

- (A) The Applicant shall confirm that the project has been completed in accordance with the application. Such notification shall include, but not be limited to, a certificate of completion, documentation of paid receipts for materials and labor, and pictures of the completed project. The City may request other items reasonably deemed necessary for determining the project's completion. An inspection will be performed within ten (10) business days of notification by Applicant. If needed, a letter will be issued to the Applicant indicating all areas of noncompliance.
- (B) When all areas of the project are in compliance, the inspector will approve the Certificate of Completion and submit to the City of Alvin Finance Department for payment. The City of Alvin Finance Department will authorize the release of grant funds equal to 50% of the approved costs of such improvements.

Section 9: Default

The Applicant shall be considered in default under this Agreement for failure to comply with the following provisions:

- (A) The Applicant must remain in business for twenty-four (24) months from the date of the Certificate of Completion. If the subject business is closed, sold, transferred or relocated within a twenty-four (24) month period, the Applicant may be required to reimburse the City for 100% of grant funds received. Consideration shall be given for any permanent improvements that are left at the site and that would enhance the future location of a new business to the site.
- (B) Reimbursement payments due to default must be paid in full within thirty (30) days after the date of written notification by the City that the Applicant is in default of any of the funding requirements set forth herein. Payment will only be accepted in the form of a cashier's check or money order, made payable to the City of Alvin.
- (C) The Applicant must agree that, in the event of default of its obligations, the City has the right to reimbursement for all attorney's fees and costs, which may be incurred as a result of any legal action required to seek reimbursement of all grant funding received by Applicant.

Section 10: Notice

- (A) The City of Alvin shall deliver a copy of these Guidelines to any applicant for their review, and the delivery hereof does not constitute an offer of a Business Improvement Grant or Downtown Location Assistance to the applicant.
- (B) The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Business Improvement Grant and Downtown Location Assistance program, and venue for any lawsuit or other proceeding involving this program shall be in Brazoria County, Texas. If any provision of this Business Improvement Grant and Downtown Location Assistance program is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby.



City of Alvin

GUIDELINES, CRITERIA, AND APPLICATION FOR CITY OF ALVIN BUSINESS IMPROVEMENT GRANT AND DOWNTOWN LOCATION ASSISTANCE PROGRAM

Section 1. ~~1.~~ Program Objective

To promote the development and expansion of new and existing business enterprises and attract more people to the target areas, ~~that~~ which will generate additional sales and activity within the target areas of the City of Alvin, Texas, (the “City”), as shown in the included maps, and to enhance the economic welfare of the citizens of the City, by securing and retaining business enterprises and maintaining a higher level of employment, economic activity, and stability within the City. ~~The City has budgeted \$50,000.00 to fund this grant program.~~

The program is intended to assist projects that promote retail activities, create an attractive environment, encourage neighborhood character and architectural design, use quality materials, and incorporate good design concepts. Furthermore, the program is intended to assist property owners or tenants with improvements or restorations of the esthetics and architectural appearance of a complete building façade. The program is not intended for repairs or maintenance activities.

Section 2: Business Improvement Grant Categories

Business Improvement: Grants may be used for comprehensively restoring, substantially beautifying, or enhancing the entire façade or elevation of a commercial building. Eligible items include uncovering and restoring historical facades, removing existing façade materials, and replacing them with more appropriate and attractive designs and materials and other detailing which leads to a substantially enhanced appearance. Please refer to Section 6: Business Improvement Grant Guidelines for further details.

Downtown Location Assistance: Assistance is available to help defer the costs of physically moving an existing business to a vacant downtown storefront or to assist a new business that will occupy a vacant downtown storefront. Please refer to Section 7: Downtown Location Assistance Guidelines for further details.

Section ~~23.~~ Eligibility

~~(A) Any new business planning to locate or any existing business within the target areas of the City as shown on the included maps (Exhibits A and B) at the time of adoption of these guidelines, shall be eligible for this program.~~

~~(B) Property owners of service or commercial/mixed-use permanent structures and building~~

~~tenants, with leases of more than one (1) year in length, located within the target areas, are eligible for funding. Governmental entities, public and quasi-public agencies are ineligible for funding for this program.~~ A new business planning to locate or an existing business planning to relocate in the Downtown Development Area (Exhibit A) shall be eligible for Downtown Location Assistance. A new or an existing business within the target areas of the City as shown on the included maps (Exhibits A and B) at the time of adoption of these Guidelines, shall be eligible for the Business Improvement Grant.

Section ~~34~~ 44: Target Areas

The eligible areas are detailed below and reflected on the attached maps (Exhibits A and B):

Exhibit A – Downtown Development Area:

- Hill Street from Lobbitt Street to Sidnor Street
- Taylor Street from Lobbitt Street to Sidnor Street
- Hood Street from Willis Street to Blum Street
- Hardie Street from Willis Street to Blum Street
- Depot Centre Boulevard from Sidnor Street to Gordon Street
- Magnolia Street from Sidnor Street to Bell Street
- Willis Street from Hill Street to Gordon Street
- Sealy Street from Hill Street to Depot Centre Boulevard
- Sidnor Street from Hill Street to Magnolia Street
- Blum Street from Hood Street to Gordon Street
- Bell Street from Gordon Street to Magnolia Street

Exhibit B – Gordon Street Corridor

- Gordon Street from Highway 6 to FM 1462

Section ~~45~~ 45: Application and Approval

Applications filed with the City of Alvin's Economic Development office on or before the first Monday of each month shall be reviewed by a City appointed review committee (the "Committee"), considered, and responded to within 30 days. An applicant shall be notified in writing within ten (10) days of final approval or disapproval of the application. Applications are available at the City of Alvin Economic Development office at 216 West Sealy Street, Alvin, ~~TX~~ Texas 77511, or online at www.alvin-tx.gov under the Economic Development tab.

Section ~~56~~ 56: Business Improvement Grant Guidelines

- (A) Proof of ~~applicant's~~ Applicant's ownership of the subject facility or facilities, or proof that the owner of such facility has approved the application for such grant funds, and current ~~property~~ tax receipt(s) shall be required.
- (B) The owner of a business to be operated within a leased facility and the owner of such leased facility must apply jointly for the Business Improvement Grant program. Copies of a lease agreement, proof of ownership of the leased facility, and current tax receipt(s) shall be required.

- (C) An eligible applicant may apply for one (1) or more Business Improvement grants-Grant(s) set forth herein within any calendar year. A business that receives grant funding during a calendar year shall not be prohibited from making subsequent applications for funding in the same or ~~subsequent following~~ years. An approved project must be completed prior to the filing of an additional application.
- (D) All grants are reimbursement grants and will only be funded after completion of the project, with proof of receipts for all applicable materials and labor submitted to the City of Alvin's Economic Development office. Photographs of the completed work shall also be required.
- (E) The ~~applicant~~-Applicant shall be obligated to make the improvements in accordance with the approved application. Thereafter, any modifications must be submitted in writing and approved by the Committee. Failure to obtain written approval prior to making any modifications shall render the ~~applicant~~-Applicant ineligible to receive grant funding.
- (F) The ~~applicant~~-Applicant shall be responsible for obtaining all applicable permits related to the ~~improvement project~~approved application and must comply with all current ~~city~~-City ordinances. Failure to do so will render the ~~applicant~~-Applicant ineligible to receive grant funding. Failure to complete all of the stated improvements shall render the ~~applicant~~-Applicant ineligible to receive grant funding.
- (G) The ~~applicant~~-Applicant shall not begin any improvements prior to receiving written approval from the Committee. All improvement projects must be completed within six (6) months of the approval date. Failure to complete the improvements within the required time period may render the ~~applicant~~-Applicant ineligible to receive grant funding.
- (H) Extensions to the six (6) month completion period may be granted for inclement weather, or the ordering of special building materials. The ~~applicant~~-Applicant must request an extension in writing. The Committee will notify the ~~applicant~~-Applicant in writing of the approval or denial of an extension.
- (I) ~~Grants may be used for comprehensively restoring, substantially beautifying, or enhancing the entire façade or elevation of a commercial building. Eligible items include uncovering and restoring historical facades, removing existing façade materials and replacing them with more appropriate and attractive designs and materials, and other detailing which leads to a substantially enhanced appearance.~~Properties with active Code Enforcement violations will be prohibited from participation unless the proposed application will satisfy the violations, and building occupancy is expected upon the conclusion of the project.
- (J) Although not eligible for funding on their own, the following may be funded as part of a more comprehensive façade improvement: windows, doors, exterior cleaning, tuckpointing, shutters, ~~and~~ gutters, ~~awnings and historical architectural elements.~~ The program will fund projects that significantly improve the visual appearance of the property from the street. Sales taxes and permit fees associated with the construction are also eligible project costs.

Section 7: Downtown Location Assistance Guidelines

- (A) Downtown Location Assistance is available to existing businesses that will occupy a vacant downtown storefront, or to a new business that will occupy a vacant downtown storefront contingent on the submittal of an executed lease agreement or proof of ownership of the subject facility following approval.
- (B) Downtown Location Assistance is available to an existing business that will infill a vacant downtown lot, or to a new business that will infill a vacant downtown lot. If approved by the Committee, the Applicant must provide proof of ownership of the subject facility and property or a lease agreement with the owner of the subject facility and property, current tax receipt(s) and a copy of the Certificate of Occupancy following inspection from the City of Alvin.
- (C) The owner of an existing business or a potential owner of a new business to be operated within a leased facility and the owner of such leased facility must apply jointly for the Downtown Location Assistance program. Copies of a lease agreement, proof of ownership of the leased facility, and current tax receipt(s) shall be required following approval by the Committee. An applicant need not have an existing lease agreement or current ownership of the subject facility prior to filing an application.
- (D) All grants are reimbursement grants and will only be funded after completion of the project, with proof of receipts for all applicable materials and labor submitted to the City of Alvin's Economic Development office. Photographs of the completed work shall also be required.
- (E) The Applicant shall be obligated to make the improvements in accordance with the approved application. Thereafter, any modifications must be submitted in writing and approved by the Committee. Failure to obtain written approval prior to making any modifications shall render the Applicant ineligible to receive Downtown Location Assistance funding.
- (F) The Applicant shall be responsible for obtaining all applicable permits related to the approved application and must comply with all current City ordinances. Failure to do so will render the Applicant ineligible to receive Downtown Location Assistance funding. Failure to complete all of the stated improvements shall render the Applicant ineligible to receive same funding.
- (G) The Applicant shall not begin any improvements prior to receiving written approval from the Committee. All Downtown Location Assistance projects must be completed within six (6) months of the approval date. Failure to complete the improvements within the required time period may render the Applicant ineligible to receive Downtown Location Assistance funding.
- (H) Extensions to the six (6) month completion period may be granted for inclement weather, or the ordering of special building materials. The Applicant must request an extension in writing. The Committee will notify the Applicant in writing of the approval or denial of an extension.
- (I) Eligible costs may include, but are not limited to, purchase and installation of equipment required for the business that also remedies code compliance violations (grease trap, fire sprinkler system, fire alarm system, etc.), accessibility improvements for ADA compliance,

and restoration of historic interior architectural features such as ceilings, light fixtures, floors and architectural detailing. Improvements not specifically listed as eligible or ineligible are subject to review on a case by case basis.

(J) Ineligible costs may include, but are not limited to, acquisition of land or buildings, product inventory, furniture, cabinetry, carpets, office equipment, day-to-day operational costs (rent, utilities, taxes, maintenance, payroll, etc.), and soft costs (soft cost is a construction industry term but more specifically a contractor accounting term for an expense item that is not considered direct construction cost. Soft costs include architectural, engineering, financing and legal fees, and other pre-construction and post-construction expenses). Improvements not specifically listed as eligible or ineligible are subject to review on a case by case basis.

(K) Applications containing the following characteristics will be given priority for funding: projects containing a high ratio of private to public investment, projects designed to alleviate deteriorated, inappropriate or unsightly conditions that have existed for many years, projects that enhance pedestrian movement within downtown, and projects designed to restore the historic condition of a building's façade.

(L) The following list of businesses is not comprehensive, and each application will be reviewed on a case by case basis. However, the following types of businesses will be given priority for funding: full-service/fine dining restaurant, coffee shop, bakery, ice cream parlor, entertainment/family fun venues, clothing merchants, specialty merchant stores, candy store, art related retailer (galleries, photography studios, pottery and crafts, etc.), and other service related businesses that drive foot traffic and pedestrian involvement.

(M) Properties with active Code Enforcement violations will be prohibited from participation in the Downtown Location Assistance program unless the proposed application will satisfy the violations and building occupancy is expected upon the conclusion of the project.

Section ~~68~~-.: Funding

(A) The ~~applicant~~ Applicant shall confirm that the project has been completed in accordance with the application. Such notification shall include, but not be limited to, a certificate of completion, documentation of paid receipts for materials and labor, and ~~photos~~ pictures of the completed project. The City may request other items reasonably deemed necessary for determining the project's completion. An inspection will be performed within ten (10) business days of notification by ~~applicant~~ Applicant. If needed, a letter will be issued to the ~~applicant~~ Applicant indicating all areas of noncompliance.

(B) When all areas of the project are in compliance, the inspector will approve the Certificate of Completion and submit to the City of Alvin Finance Department for payment. The City of Alvin Finance Department will authorize the release of grant funds equal to 50% of the approved costs of such improvements.

Section ~~79~~-.: Default

The ~~applicant~~ Applicant shall be considered in default under this ~~agreement~~ Agreement for failure to comply with the following provisions:-

- (A) The ~~applicant~~ Applicant must remain in business for ~~twelve~~ twenty-four (~~12~~24) months from the date of the Certificate of Completion. If the subject business is closed, sold, transferred or relocated within a ~~twelve~~ twenty-four (~~12~~24) month period, the ~~applicant~~ Applicant may be required to reimburse the City for 100% of grant funds received. Consideration shall be given for any permanent improvements that are left at the site and that would enhance the future location of a new business to the site.
- (B) Reimbursement payments due to default must be paid in full within thirty (30) days after the date of written notification by the City that the ~~applicant~~ Applicant is in default of any of the funding requirements set forth herein. Payment will only be accepted in the form of a cashier's check or money order, made payable to the City of Alvin.
- (C) The ~~applicant~~ Applicant must agree that, in the event of default of its obligations, the City has the right to reimbursement for all attorney's fees and costs, which may be incurred as a result of any legal action required to seek reimbursement of all grant funding received by ~~applicant~~ Applicant.

Section ~~8~~10-.: Notice

- (A) The City of Alvin shall deliver a copy of these ~~guidelines~~ Guidelines to any applicant for ~~his/her~~ their review, and the delivery hereof does not constitute an offer of a ~~business~~ Business improvement-Improvement grant-Grant or Downtown Location Assistance to the applicant.
- (B) The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this ~~business~~ Business improvement-Improvement grant-Grant and Downtown Location Assistance program, and venue for any lawsuit or other proceeding involving this program shall be in Brazoria County, Texas. If any provision of this ~~business~~ Business improvement-Improvement grant-Grant and Downtown Location Assistance program is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby.



City of Alvin

APPLICATION FOR BUSINESS IMPROVEMENT GRANT AND DOWNTOWN LOCATION ASSISTANCE PROGRAM

Please carefully read the following:

A business may receive assistance from the following program that is not to exceed \$50,000 in total during the fiscal year (October 1 to September 30). Funding assistance is approved and awarded at the discretion of a committee designated by the City of Alvin. Funding assistance is distributed as reimbursement after the Applicant submits paid receipts for the approved project and a Certificate of Completion is issued to the Applicant.

Photographs of the completed project shall be required when receipts are submitted.

Please indicate for which program you are applying:

Business Improvement Grant ☐ **Downtown Location Assistance** ☐

Applicant Name:

Business Name:

Property Address:

Mailing Address:

Phone:

Fax:

Other:

E-Mail Address:

Please provide one of the following:

- | | |
|---------------------|---------------------------|
| 1. Individual owner | Recorded DBA Certificate |
| 2. Partnership | Partnership Agreement |
| 3. Corporation | Articles of Incorporation |

Date business was established or opened in City of Alvin:

Brief description of business (attach additional sheet if necessary):

Number of employees: _____ Full-Time: _____ Part-Time: _____

Description of proposed project (attach additional sheet if necessary):

Estimated date of completion for this project: _____

Estimated Material cost: _____ Labor cost: _____

The undersigned acknowledges and agrees to abide by and subject to the terms and conditions of the Business Improvement Grant Program described herein.

I certify that no improvements, as described in this application, shall begin prior to receiving written approval of grant funding from the City of Alvin.

Business Owner's Signature:

Printed Name:

Date:

Property Owner's Signature:

Printed Name:

Date:

If a successful applicant does not use the funds as intended and described by the application, then he or she will be liable for those funds and must repay the City of Alvin.

Applications may be delivered to City of Alvin Registered Agent, Economic Development Department, 216 West Sealy Street, Alvin, Texas 77511.

For more information, please call the office of the City of Alvin Economic Development at 281-388-4281.

Checklist:

- ☐ Completed application
- ☐ Entity legal documents
- ☐ Proof of ownership
- ☐ Current paid tax receipts (real & personal property)
- ☐ Copy of lease agreement

City of Alvin Timeline

Application received by City Registered Agent	/	/
Submitted to Alvin Grant Program Committee	/	/
Applicant notified of decision to approve/disapprove (10 days)	/	/
Completion deadline (6 months from approval)	/	/
Certificate of Completion received by City	/	/
Inspection performed on (10 business days)	/	/
If applicable, letter of non-compliance to Applicant	/	/
Final approved Certificate of Completion received by Registered Agent	/	/
Total of receipts submitted for reimbursement	\$	
Less 50%	-	
Amount of eligible grant funding	\$	
Release of grant fund by Registered Agent	Pd Amt. \$	Ck #
	/	/

City of Alvin - Certification of Completion

Applicant Name:

Business Name:

AFFIDAVIT

I CERTIFY that all improvements have been satisfactorily completed in accordance with the approved application, that all charges or bills for labor or services performed or materials furnished, and other charges against the subcontractors, have been paid in full and in accordance with the terms of the contract; that no liens have been attached against the property and improvements of owner; that no notice of intention to claim liens is outstanding; that no suits are pending by reason on the project under the contract; that all Worker's Compensation claims have been settled; and no public liability claims are pending.

This Affidavit is made for the purpose of reimbursement of funds according to the City of Alvin Business Improvement Grant and Downtown Location Assistance Program.

Total of Paid Receipts submitted for reimbursement \$

Business Owner's Signature:

Printed Name:

Date:

Property Owner's Signature:

Printed Name:

Date:

Attachments:

☐

Copies of paid receipts

☐

Photographs of completed work

☐

Other

Sworn to and subscribed before me, a notary public,

This day of , .

(seal)

Notary Public Signature

INSPECTION

I CERTIFY that I have inspected the project and have found all improvements to be satisfactorily completed in accordance with the approved application and in compliance with any applicable City ordinances.

Inspector's Signature:

Printed Name:

Date:



City of Alvin

APPLICATION FOR BUSINESS IMPROVEMENT GRANT AND DOWNTOWN LOCATION ASSISTANCE PROGRAM

Please carefully read the following:

A business may receive assistance from the following program that is not to exceed \$50,000 in total during the fiscal year (October 1 to September 30). Funding assistance is approved and awarded at the discretion of a committee designated by the City of Alvin. Funding assistance is distributed as reimbursement after the ~~applicant~~ Applicant submits paid receipts for the approved project and a Certificate of Completion is issued to the Applicant.

Photographs of the completed project shall ~~also~~ be required when receipts are submitted.

Please indicate for which program you are applying:

Business Improvement Grant

☐

Downtown Location Assistance

☐

Applicant Name: -

Business Name: -

Property Address: -

Mailing Address: -

Phone: -

Fax: -

Other: -

E-Mail Address: -

Please provide one of the following:

1. Individual owner
2. Partnership
3. Corporation

Recorded DBA Certificate
Partnership Agreement
Articles of Incorporation

Date business was established or opened in City of Alvin: -

Brief description of business (attach additional sheet if necessary): -

Number of employees: _____ Full-Time: _____ Part-Time: _____

Description of proposed project (attach additional sheet if necessary): -

Estimated date of completion for this project: _____

Estimated Material cost: _____ Labor cost: _____

The undersigned acknowledges and agrees to abide by and subject to the terms and conditions of the ~~business~~Business ~~improvement~~Improvement ~~grant~~Grant program described herein.

I certify that no improvements, as described in this application, shall begin prior to receiving written approval of grant funding from the City of Alvin.

Business Owner's Signature: -

Printed Name: -

Date: -

Property Owner's Signature: -

Printed Name: -

Date: -

If a successful applicant does not use the funds as intended and described by the application, then he or she will be liable for those funds and must repay the City of Alvin.

Applications may be delivered to City of Alvin Registered Agent, Economic Development Department, 216 West Sealy Street, Alvin, ~~TX~~Texas 77511.

For more information, please call the office of the City of Alvin Economic Development at 281-388-4281.

Checklist:

- ☐ Completed application
- ☐ Entity legal documents
- ☐ Proof of ownership
- ☐ Current paid tax receipts (real & personal property)
- ☐ Copy of lease agreement

City of Alvin Timeline

Application received by City Registered Agent	-	/-	/-
Submitted to Alvin Grant Program Committee	-	/-	/-
Applicant notified of decision to approve/disapprove (10 days)	-	/-	/-
Completion deadline (6 months from approval)	-	/-	/-
Certificate of Completion received by City	-	/-	/-
Inspection performed on (10 business days)	-	/-	/-
If applicable, letter of non-compliance to applicant Applicant	-	/-	/-
Final approved Certificate of Completion received by Register Agent	-	/-	/-
Total of receipts submitted for reimbursement	\$-		
Less 50%	-		
Amount of eligible grant funding	\$-		
Release of grant fund by Registered Agent	Pd Amt. \$-	Ck #-	- / -

City of Alvin - Certification of Completion

Applicant Name: -

Business Name: -

AFFIDAVIT

I CERTIFY that all improvements have been satisfactorily completed in accordance with ~~to~~ the approved application, that all charges or bills for labor or services performed or materials furnished, and other charges against the subcontractors, have been paid in full and in accordance with the terms of the contract; that no liens have been attached against the property and improvements of owner; that no notice of intention to claim liens is outstanding; that no suits are pending by reason on the project under the contract; that all Worker’s Compensation claims have been settled and no public liability claims are pending.

This Affidavit is made for the purpose of reimbursement of funds according to the City of Alvin Business Improvement Grant and Downtown Location Assistance Program.

Total of Paid Receipts submitted for reimbursement \$-

Business Owner’s Signature: -

Printed Name: -

Date: -

Property Owner’s Signature: -

Printed Name: -

Date: -

Attachments:

- ☐ Copies of paid receipts
- ☐ Photographs of completed work
- ☐ Other -

Sworn to and subscribed before me, a notary public,

This - day of -, .

(seal)

Notary Public Signature

INSPECTION

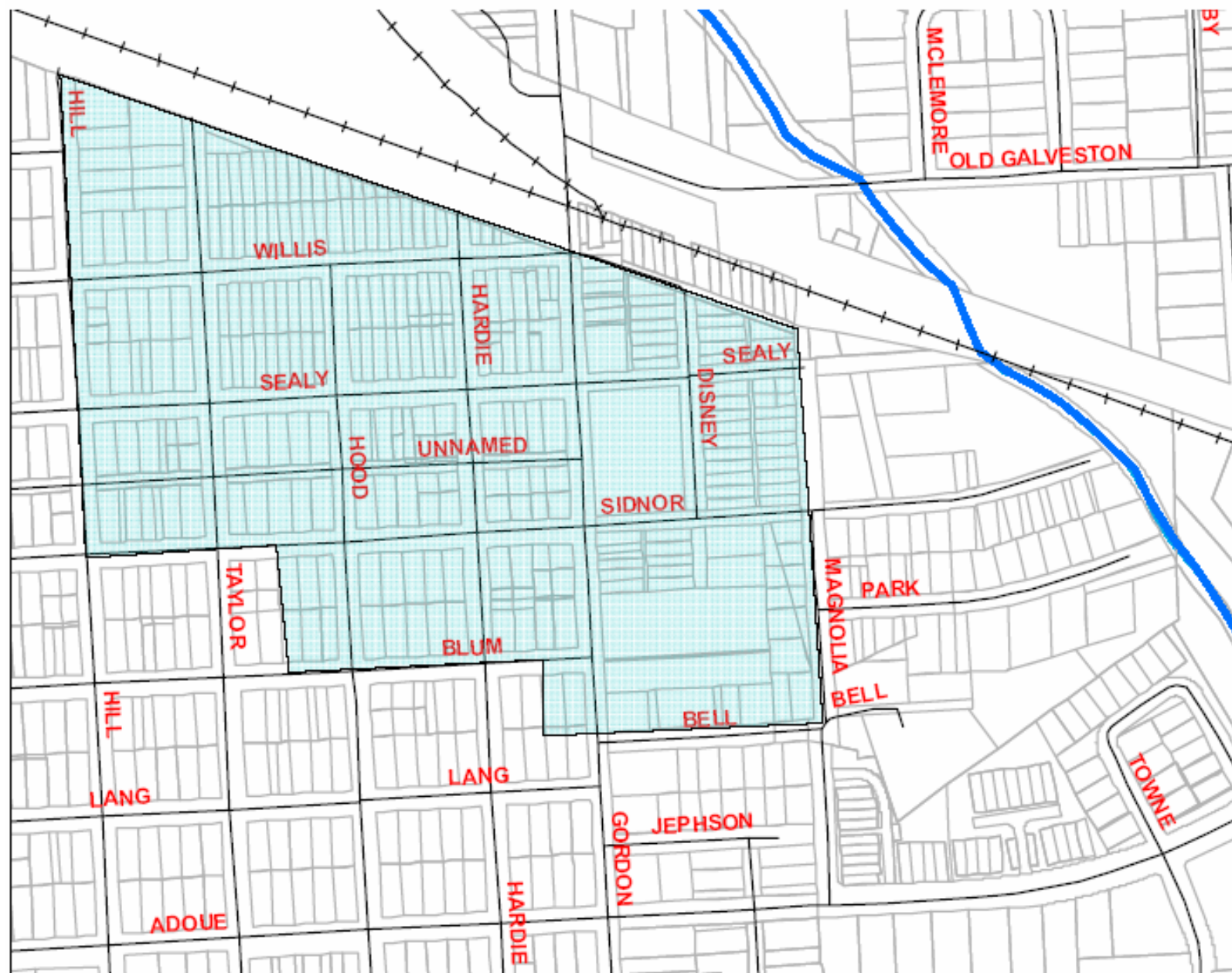
I CERTIFY that I have inspected the project and have found all improvements to be satisfactorily completed in accordance to the approved application and in compliance ~~to~~with any applicable ~~city~~City ordinances.

Inspector's Signature: -

Printed Name: -

Date: -

Exhibit "A" Downtown Development Area





AGENDA COMMENTARY

Meeting Date: 12/3/2020

Department: City Secretary

Contact: Dixie Roberts, City Secretary

Agenda Item: Consider various appointments to boards and commissions.

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

Summary: Current terms will expire for various citizen boards committees and commissions on December 31, 2020.

All board or commission members with expiring terms were mailed notification letters along with a Consent and Willingness to Serve form. Volunteer recruitment ads were published in the Alvin Sun, and notifications were pushed out via the City's social media networks. Members appointed during this process will begin service in January 2021. All residency requirements have been verified.

Staff suggests that Council have a time of discussion to decipher which appointments should be made to specific boards/commissions. Once a consensus is agreed upon motions can be made for appointments for each board/commission. Last year, it was suggested by a citizen that city council use secret ballots to make appointments. Chapter 2, Article II, Section 2-24 of the Code of Ordinances states that written ballots are not to be used for the appointment of members to boards and commissions.

PLANNING COMMISSION: City Charter calls for 5-11 members, resident, 3-year terms.

- Board currently comprised of 9 members (including termed members)

- **Termed member: Ashley Davis**

City Council may re-appoint termed member, and can also appoint up to 2 additional members to stay within the Charter requirements of 11 total members for said commission.

- Current Applicants:

Linda Brown	Felice Reyes
Lydia Chavez-Garcia	Felicia Robbins
Ashley Davis*	Sussie Sutton
Cathy Fontenot	Tommie Torres
John Maddox	Clarence Wittwer
Brenda Paez	

*indicates termed members reapplying

Motion: Move to appoint _____ to serve a 3-year term on the Planning Commission.

Parks Board - Continued on next page

PARKS AND RECREATION BOARD: City Charter calls for 7-9 members, 2-year terms, resident, qualified voter with interest in leisure time.

- Board currently comprised of 7 members (including termed members)
 - o **Termed members: Terrie Beasley, Randall Race**
- At least 2 appointment needed, can appoint up to 4
- Current Applicants:

Stephanie Babineaux	Dorci Hill
Terrie Beasley*	Karina Moore
Stacy Binford	Marina Olson
Linda Brown	Brenda Paez
Larry Curtner	Felice Reyes
Cathy Fontenot	Felicia Robbins
Lydia Chavez Garcia	Tommie Torres
Justin Gatlin	Clarence Wittwer

*indicates termed members reapplying

Motion: Move to appoint _____ to serve a 2-year term on the Parks and Recreation Board.

SENIOR CITIZENS BOARD: Ordinance calls for 7 members, 2-year terms.

- Board currently comprised of 6 members (including termed members)
 - o **Termed members: John Burkey, Beverly Kimbrough, Marie Hodges**
- 4 appointments needed
- Current Applicants:

Stacy Binford	Marie Hodges*
Rachel Blanks	Beverly Kimbrough*
Linda Brown	Felicia Robbins
John Burkey*	Tommie Torres
Dorci Hill	

*indicates termed members reapplying

Motion: Move to appoint _____ to serve a 2-year term on the Senior Citizens Board.

PUBLIC LIBRARY BOARD: Ordinance calls for at least 5 members who must reside within the corporate limits of the City, 2 members **may** be appointed from the Alvin area in Brazoria County, provided that such members have resided within such area for at least 1 year preceding their appointment, 3-year terms.

- Board currently comprised of 6 members (including termed members)
 - o **Termed members: Sandra Curtner, Laura Parker and Janet Riddle**
- Board can have up to 7 members
- 2 appointments needed, can appoint up to 4

Stephanie Babineaux	Brenda Paez
Sandra Curtner*	Laura Parker*
Dorci Hill	Felice Reyes
Marina Olson	Felicia Robbins

*indicates termed members reapplying

Motion: Move to appoint _____ to serve a 3-year term on the Alvin Public Library Board.

BUILDING BOARD OF ADJUSTMENTS AND APPEALS: Ordinance calls for 5 members, 2-year terms.

- Board currently comprised of 5 members (including termed members).
 - o Termed members: **Santos Garza, Roger Stuksa and Sussie Sutton.**
- 3 appointments needed
- Current Applicants:

Stephanie Babineaux	Felicia Robbins
Stacy Binford	Roger Stuksa*
Linda Brown	Sussie Sutton*
Santos Garza*	Tommie Torres
Brenda Paez	Clarence Wittwer

*indicates termed members reapplying

Motion: Move to appoint _____ to serve a 2-year term on the Building Board of Adjustments and Appeals.

ANIMAL SHELTER ADVISORY COMMITTEE: Ordinance calls for 7 members, at least 1 licensed veterinarian, 1 city official, 2 members whose duties include the daily operation of an animal shelter, 1 representative from an animal welfare organization, and 2 citizens who will reside within the city limits of Alvin, 4-year terms.

- 1 city official appointment needed
- 2 day to day operations appointments needed
- 1 licensed veterinarian appointment needed
- 2 citizen appointments needed
 - o **Termed members: Jim Crumm, Veterinarian; Sandra Curtner, Citizen, Tonya Douglas, city official, Autumn Miller, Day to Day and James Thompson, Citizen**
- Current Applicants:

Stephanie Babineaux (citizen)	Sandra Curtner* (citizen)
Rachel Blanks (citizen)	Tonya Douglas* (city official)
Jim Crumm,* (Veterinarian)	Autumn Miller* (Day to Day)
Larry Curtner (citizen)	James Thompson* (citizen)

*indicates termed members reapplying

Motion: Move to appoint _____ to serve a 3-year term fulfilling the animal welfare organization requirement on the Animal Shelter Advisory Committee.

Non-Active Boards

BOARD OF ETHICS AND COMPLIANCE (Created by Charter and Ordinance): For lack of volunteer interest, appointments to this board were last made in 2013. All terms have now expired; the board has not met since 2010. The Board shall consist of five members who shall serve two-year staggered terms. Board appointees will not be reappointed for at least two years following the termination of the last appointment. Board members must be residents of the City. No member of the board shall hold elective or appointed office under the city or any other government, hold any other political party office or be a candidate *for any of the aforementioned offices. The board shall meet at least once each calendar quarter.*

CULTURAL DIVERSITY AWARENESS COMMISSION (Created by Ordinance): For lack of volunteer interest, appointments to this board were last made in 2009. All terms have expired; the board has not met since 2010. The Cultural Diversity Awareness Commission was created by Ordinance No 95-HH. The Commission shall be comprised of six (6) voting members and two (2) associate members who shall be appointed by the Mayor and ratified by the City Council. All members of the Commission shall serve

staggered three (3) year terms. This Commission was originally created by Resolution 93-R-7 and was known as the Racial Tolerance Commission).

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:** 11/24/2020 SLH

Supporting documents attached:

- Applicant Information Spreadsheet

Recommendation: Make appointments to the Planning Commission, Parks Board, Senior Citizens Board, Library Board and the Building Board of Adjustments/Appeals and Animal Shelter Advisory Board.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

Board/Commission Re-Serve Applicant Information 12/03/20							
First Name	Last Name	Employment	Occupation	Resident of Alvin	Board to Re-Serve	Past Boards Served on	Notes Provided on Consent and Willingness to Serve Form
Terrie	Beasley			28 Years	Parks Board	Parks & Recreation Board	Parks & Recreation Board member for 8 years and willing to service for an additional two more years
John	Burkey		Retired	24 Years	Seniors Board	Seniors Citizens Board	Currently serving on the board. Term expires 12/2020. Application is for reappointment.
James	Crumm	Veterinary Hospital of Alvin	Veterinarian	25 Years	Animal Shelter Advisory Committee	Animal Shelter Advisory	Currently serve as Shelter Veterinarian and wish to continue serving on the Shelter Advisory Committee.
Sandra	Curtner	Retired		33	Animal Shelter Advisory Committee, Library Board	Animal Shelter Advisory & Library Board	Served two terms on the Animal Shelter Advisory Committee and Library Board. Volunteered at Shelter and Library. Helped organize events for both.
Ashley	Davis	Re/Max American Dream	Realtor	6 Years	Planning Commission	Planning Commission	Currently on Planning Commission
Tonya	Douglas	City of Alvin	Corporal/ Humane Supervisor	20 Years	Animal Shelter Advisory Committee- City Official	Animal Shelter Advisory Committee	City Official position; local rabies control authority for the City of Alvin, Alvin Animal Control Officer-Corporal/Supervisor
Santos	Garza	Self Employed	Electrician	61 Years	BBOAA	Building Board Adjustments and Appeals, Charter Review, Electrical Board and Planning Commission	Being on the Building Board of Adjustment and Appeals has given me the opportunity to give input to the different options and variances that come before us. My interest in this board is simply to give back to my community.
Marie	Hodges	Retired		45 Years	Seniors Board	Senior Citizens Board	Renewal of Term
Beverly	Kimbrough	Retired		27 Years	Seniors Board	Senior Citizens Board	Enjoy working with people. I teach an art class at the Center and work on many events there.
Autumn	Miller	City of Alvin	Shelter Manager	8 Years in County	Animal Shelter Advisory Committee	Animal Shelter Advisory Committee	I am the current shelter manager for the Alvin Adoption Center. I have a passion for serving the pets and pet owners in our community.
Laura	Parker	Alvin Community College	P-T Specialist	19 Years	Library Board	Animal Shelter Advisory and Library Board	Current member of the Library Board

Board/Commission Re-Serve Applicant Information 12/03/20							
First Name	Last Name	Employment	Occupation	Resident of Alvin	Board to Re-Serve	Past Boards Served on	Notes Provided on Consent and Willingness to Serve Form
James	Thompson	Self Employed	Self	30 Years	Animal Shelter Advisory Committee	Animal Shelter Advisory and Building Board of Adjustments & Appeals	I have served on the Animal Advisory Board for two terms and I am very interested in the welfare of animals. I would like to continue my service if possible.
Roger	Stuksa	Retired		57 Years	BBOAA	Building Board of Adjustments and Appeals, City Council, Charter Review, Electrical Board, Plumbing Board, Planning Commission	Work for Alvin
Sussie	Sutton	Realtor	Self	40 Years	BBOAA, Parks Board, Planning Commission	Building Board of Adjustments and Appeals and Planning Commission	I have worked for a municipality for 26 years; written contracts; held meetings for development; written ordinances and participated as a Planning Commission member for many years.
							Updated: 11/23/20 @ 4:36 p.m. GC

Board/Commission New Applicant Information 12/03/20							
First Name	Last Name	Employment	Occupation	Resident of Alvin	Board to Serve	Past Boards Served on	Notes Provided on Consent and Willingness to Serve Form
Stacy	Binford	Houston Methodist	Family Medicine Coordinator	7 Years	BBOAA, Ethics, Parks Board, Seniors Board	No	I am interested in the planning committee in Alvin. I would like to be a part of the process.
Stephanie	Babineaux	Self Employed		5 Years	Any Board/Commission	No.	
Rachel	Blanks	Texas Health & Human Services	Social Worker	4 Months	Animal Shelter Advisory, Seniors Board	No	I would like to serve on the Senior Citizens Board as I am quickly moving towards being a senior citizen. Also, both of my parents live in Alvin and are Senior Citizens. I would like to serve on the Animal Welfare Board. I am a huge animal lover and have had dogs my entire life. Anything I can do to help the animals would be very meaningful to me.
Linda	Brown	Alvin High School	In School Suspension Staff	40 Years	BBOAA, Ethics, Parks Board, Planning Commission, Seniors Board	No	Love working with people
Lydia	Chavez-Garcia	San Jacinto Community College District	Director of Health & Safety Occupations	4 Years	Ethics, Parks Board, Planning Commission, Charter Review	No	Knowledge of federal and state policies on purchasing, grants and education-Manage over \$22.5 million in federal grant programs and special projects- Perform contract development and administration-Solutions developments/barrier removal (for clients)
Larry	Curtner	Retired		33 Years	Animal Shelter Advisory, Parks Board	No	Interested in keeping parks open and accessible for youths and adults. Have always had animals, adopted several animals from both Alvin and Friendswood shelters.
Cathy	Fontenot	Survey 1, Inc.	Plat Coordinator	20 Years	Parks Board, Planning Commission	No	N/A
Justin	Gatlin	Alvin Missionary Baptist Church	Senior Pastor	2 Years	Parks Board	No	I have served in the Lions Club, Richwood Parks and Recreation, Richwood Charter Review Board, Richwood Economic Development Committee, fire and police chaplain (certified through ICPC and FEMA basic certification to be involved in the EOC during Harvey), UIL academic coach, South Texas Missionary Baptist Association president and chairman of the Brazosport Area Chaplain's Association.

Board/Commission New Applicant Information 12/03/20							
First Name	Last Name	Employment	Occupation	Resident of Alvin	Board to Serve	Past Boards Served on	Notes Provided on Consent and Willingness to Serve Form
Dorci	Hill	Self Employed	Speaker, Media Personality	24 Years	Library, Parks Board, Seniors Board		I would love to be a bigger part of Alvin’s community endeavors and growth. I love living here and want to give back and get involved in any way possible! Business owner 15+ years (residential/commercial cleaning service based out of Alvin - sold in 2014); President of the Houston Writers Guild for 1.5 years; 3-time best-selling author & the Houston ScienceTeller representative/performer (teaching science & telling stories to children through the library/school systems); avid gardener & lover of all thing nature and conservation; member of the DAR (Daughters of the American Revolution); and a stickler for doing what’s right! Former Alvin Kiwanis member; Volunteered with the Alvin Animal Shelter; 10+ year supporter of a resident of Hope Village (Friendswood)
John	Maddox	Clear Creek ISD	Educator	3 months	Planning Commission	No	There are two specific positions I am interested in; however, I am willing to serve anywhere I am placed. My qualifications include but are not limited to 7 years of experience as a high school and middle school English Language Arts teacher. I have also been a golf instructor, little league softball coach, middle school football coach, and middle school cross country coach. My first interest would be to serve on the Parks and Recreation Board. My second choice would be the Library Board. My third choice is the Planning Commission. (Note: due to residency requirements Mr. Maddox only qualifies for Planning Commission.)
Karina	Moore	City of League City	Utility Billing Representative	29 Years	Parks Board	No	I live within the City limits of Alvin. I have lived in the City my whole life and would love to be involved with the Animal Shelter as my mother was heavily involved and worked for the shelter many years. I have been in agriculture my entire life, I have raised livestock from show horses to cattle, dogs, cats and chickens. I feel it would be good to give back to the community by serving on this board.
Marina	Olson	Wyndham	Global Sales Director	11 Years	Library Board, Parks Board	No	I've been interested in getting more involved within the community for some time. I grew up never spending much time in one place as my family business followed the rodeo circuit. Directly after graduating college in 2009, I moved to Alvin and found myself with the first permanent home of my life. My husband and myself along with our two daughters have built a wonderful life in this lovely town. I believe that I am one of a few people in my generation who visits the library for the books and not to utilize the internet or borrow media items - both of which are great services of course. I am an avid reader and am on track to read 100 books this year. I visit the library at least a few times a month and believe it to be a vital service to our community. I am interested in keeping this service alive in Alvin.
Brenda	Paez	Valero Energy	Analyst	1 year	BBOAA, Ethics, Library Board, Parks Board, Planning Commission, Charter Review	No	I am a new resident of the city of Alvin, I am highly interested in becoming more involved with the city’s activities as it would allow me to grow and learn I have chosen to raise my child in. Also I believe my qualifications would be that I have been in different cities as well as states so I may be able to bring new ideas to the table for growth and development

Board/Commission New Applicant Information 12/03/20							
First Name	Last Name	Employment	Occupation	Resident of Alvin	Board to Serve	Past Boards Served on	Notes Provided on Consent and Willingness to Serve Form
Felice	Reyes			30 Years	Library Board, Parks Board, Planning Commission	No	I would like to participate and learn about the local government and make a difference.
Felicia	Robbins	Living Stones Church	Substitute Teacher	2 Years	BBOAA, Ethics, Library Board, Parks Board, Planning Commission, Senior Board, Charter Review	No	I am interested in serving on a committee because I have an interest in serving my community and aid in creating an even better city for my children and the citizens of Alvin. I am from Alvin, originally, and moved back a year ago. In the last 10 years I have volunteered through different non profits, doing everything from creating and leading community drives, to serving on boards and being a part of many local outreach opportunities. I believe I am qualified to serve on a board because I am a committed to the well being of our community, am detail oriented, and am willing to learn and lead where necessary.
Tommie	Torres	Memorial Oaks Funeral Home	Funeral Home Manager	3 Years	BBOAA, Ethics, Parks Board, Planning Commission, Seniors Board	No	I have lived in Alvin for three years now, which is nothing compared to most. I am a member of the museum society and helped build the park on 2nd street near hwy 6. I have purchased the Matthew Mansion on Sealy Street and have ambitions to create quite the eye catcher for the residents and visitors.
Clarence	Wittwer	City of Pearland	Public Works Director	27 Years	BBOAA, Ethics, Parks Board, Planning Commission, Charter Review	No	As an active team member of one of the fastest growing cities in the country I would like my home city to be prepared for that same growth as it moves into our area. My experience with both the City of Houston and the City of Pearland will allow me to serve the residents of Alvin well. As part of my daily duties in Pearland I am actively involved in community development, plan review, economic development and much more. As Director of Public Works for the City of Pearland I lead a team of over 150 staff serving the residents of Pearland. Divisions I am responsible for include: Fleet (approximately 800 vehicles), Facilities (34 City facilities), Water (10 water treatment plants), Wastewater (5 treatment plants and 74 sewage pump stations), Streets, Drainage, Environmental Services, Distribution & Collections repair, Right of Way and much more. Fiscal responsibility for these assigned duties includes the preparation and management of a \$35M annual budget. Of our many active projects I also am part of the team managing the construction of our new 20 Million Gallon a day Surface Water Treatment Plant (a \$165M project), two wastewater treatment plant expansions (approximately \$130M combined) and the construction of our new Public Works Administration facility at nearly \$25M. In my previous position as Assistant Director of Public Works I spent nearly a decade managing a team of nearly 800 staff, 39 wastewater treatment plants, 385 sewage pump stations and an annual operating budget of approximately \$165M. A key project while there was the co-authoring of the multi-billion dollar EPA Consent Decree for the City of Houston. All of this combined with my 29 years of experience as a municipal employee makes me an ideal candidate.
		Updated: 11/30/20 @ 3:43 p.m. DR					



AGENDA COMMENTARY

Meeting Date: 12/3/2020

Department: City Manager's Office

Contact: Junru Roland, City Manager

Agenda Item: Consider Resolution 20-R-34, confirming the City Manager's appointments to the City of Alvin Civil Service Commission; and setting forth other provisions related there to.

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

Summary: Civil Service for the police officers was voted in by the citizens of Alvin on November 3, 2020.

Chapter 143 of the Texas Local Government Code establishes the legislation and requirements for Civil Service under which our police operate. Section 143.006 establishes the requirement for a Civil Service Commission, consisting of three members appointed by the municipality's chief executive officer, and confirmed by the governing body of the municipality. The Commission's duties are also established by Chapter 143. Unlike other City boards and commissions, the Civil Service Commission is not an advisory body and makes no policy recommendations to the City Council. The Commission has the responsibility to adopt, publish, and enforce rules pertaining to:

1. Examinations for entry level and promotional eligibility;
2. Procedures for appointment and certification;
3. Proper conduct of appeals of testing and examination scoring;
4. Prescribed cause(s) for the removal or suspension of a civil service employee;
5. Procedures for hearing of appeals concerning indefinite suspensions, suspensions, promotional bypasses or recommended involuntary demotions; and
6. And other such matters reasonably related to the selection, promotion, and discipline of civil service employees, which includes only sworn police personnel.

Per Section 143.006, the Commission members serve staggered three-year terms with the term of one member expiring each year.

Persons appointed to the Commission must be:

- of good moral character;
- be a United States Citizen;
- be a resident of the municipality and have resided in the municipality for more than three (3) years;
- be over the age of 25 years; and
- not have held public office within the preceding three (3) years.

Chapter 143.006 states that the chief executive of the municipality shall appoint the members of the commission within 60 days after the date Chapter 143 is adopted. After conferring with Police Chief Robert Lee, it is my desire to appoint:

Clenon J. Mitchell Jr. (one-year term)

- 11-year resident of Alvin
- Naval Science Instructor – Glenda Dawson High School
- NJROTC
- Graduate of Pearland Citizen Police Academy
- Recipient of 4 Navy and Marine Corps Commendation Medals
- Recipient of 3 Navy and Marine Corps Achievement Medals
- B.S from National University
- M.A. from Webster University

Michelle Vela (two-year term)

- Office Manager Manvel Police Department
- Training in multiple public safety courses (ethics in law enforcement, cultural diversity, TCLEOSE, etc.)
- 11 years Municipal Public Safety Operational experience
- 18-year resident of Alvin

John Burkey (3-year term)

- United States Air Force (Retired Senior Master Sergeant)
- Associate Degree in Applied Science from the Community College of the Air Force
- 24-year resident of Alvin

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:** 11/30/2020 SLH

Supporting documents attached:

- Applications & Resumes
-

Recommendation: Move to approve Resolution 20-R-34, confirming _____, _____, and _____ to the City of Alvin Civil Service Commission for one (1), two (2), and three (3) year terms respectively.

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

RESOLUTION 20-R- 34

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, CONFIRMING AND RATIFYING THE CITY MANAGER'S APPOINTMENTS TO THE CIVIL SERVICE COMMISSION: CLENON J. MITCHELL JR., FOR A TERM EXPIRING DECEMBER 31, 2021; MICHELLE VELA, FOR A TERM EXPIRING DECEMBER 31, 2022; AND JOHN BURKEY, FOR A TERM EXPIRING DECEMBER 31, 2023; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, Chapter 143 of the Texas Local Government Code requires the City Manager to appoint members to the Alvin Civil Service Commission within 60 days of the adoption of Civil Service; and

WHEREAS, Clenon J. Mitchell Jr., Michelle Vela, and John Burkey meet the qualifications required by Section 143.006 of the Texas Local Government Code; and

WHEREAS, City Manager, Junru Roland, has appointed Clenon J. Mitchell Jr., Michelle Vela, and John Burkey to the Alvin Civil Service Commission subject to the confirmation of the City Council; and

WHEREAS, the City Council desires to confirm the appointment of Clenon J. Mitchell Jr., Michelle Vela, and John Burkey to the Alvin Civil Service Commission to serve term of one (1), two (2), and three (3) year terms respectively;

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

Section 1. Findings

That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are adopted as part of this Resolution for all purposes.

It is hereby found and declared that all the nominees listed in Section 2 are (i) of good moral character; (ii) United States Citizens; (iii) residents of the City of Alvin for more than three (3) years; (iv) over the age of 25 years; and (v) have not held a public office within the preceding three (3) years.

Section 2. Confirmation and Ratification of Appointment to Alvin Civil Service Commission

That the City Council does hereby confirm and ratify the appointment to the Alvin Civil Service Commission of the City of Alvin, Texas, the duly qualified persons to the positions and terms as follows:

<u>Name and Address</u>	<u>Term Expires</u>
Clenon J. Mitchell Jr.	December 31, 2021
Michelle Vela	December 31, 2022
John Burkey	December 31, 2023

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

This Resolution shall be effective on the date of passage in accordance with the Alvin City Charter.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED on the 3rd day of December 2020.

THE CITY OF ALVIN, TEXAS

ATTEST

Paul A. Horn, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 12/3/2020

Department: City Manager's Office

Contact: Junru Roland, City Manager

Agenda Item: Consider Resolution 20-R-34, ratifying the City Manager's appointments to the City of Alvin Civil Service Commission; and setting forth other provisions related there to.

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

Summary: Civil Service for the police officers was voted in by the citizens of Alvin on November 3, 2020.

Chapter 143 of the Texas Local Government Code establishes the legislation and requirements for Civil Service under which our police operate. Section 143.006 establishes the requirement for a Civil Service Commission, consisting of three members appointed by the municipality's chief executive officer, and confirmed by the governing body of the municipality. The Commission's duties are also established by Chapter 143. Unlike other City boards and commissions, the Civil Service Commission is not an advisory body and makes no policy recommendations to the City Council. The Commission has the responsibility to adopt, publish, and enforce Chapter 143 rules pertaining to:

1. Examinations for entry level and promotional eligibility;
2. Procedures for appointment and certification;
3. Proper conduct of appeals of testing and examination scoring;
4. Prescribed cause(s) for the removal or suspension of a civil service employee;
5. Procedures for hearing of appeals concerning indefinite suspensions, suspensions, promotional bypasses or recommended involuntary demotions; and
6. And other such matters reasonably related to the selection, promotion, and discipline of civil service employees, which includes only sworn police personnel.

Per Section 143.006, the Commission members serve staggered three-year terms with the term of one member expiring each year.

Persons appointed to the Commission must be:

- of good moral character;
- be a United States Citizen;
- be a resident of the municipality and have resided in the municipality for more than three (3) years;
- be over the age of 25 years; and
- not have held public office within the preceding three (3) years.

Chapter 143.006 states that the chief executive of the municipality shall appoint the members of the commission within 60 days after the date Chapter 143 is adopted. After conferring with Police Chief Robert Lee, it is my desire to appoint:

Clenon J. Mitchell Jr. (one-year term)

- 11-year resident of Alvin
- Naval Science Instructor – Glenda Dawson High School
- NJROTC
- Graduate of Pearland Citizen Police Academy
- Recipient of 4 Navy and Marine Corps Commendation Medals
- Recipient of 3 Navy and Marine Corps Achievement Medals
- B.S from National University
- M.A. from Webster University

Michelle Vela (two-year term)

- Office Manager Manvel Police Department
- Training in multiple public safety courses (ethics in law enforcement, cultural diversity, TCLEOSE, etc.)
- 11 years Municipal Public Safety Operational experience
- 18-year resident of Alvin

John Burkey (3-year term)

- United States Air Force (Retired Senior Master Sergeant)
- Associate Degree in Applied Science from the Community College of the Air Force
- 24-year resident of Alvin

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:** 11/30/2020 SLH

Supporting documents attached:

- Applications & Resumes
-

Recommendation: Move to approve Resolution 20-R-34, ratifying _____, _____, and _____ to the City of Alvin Civil Service Commission for one (1), two (2), and three (3) year terms respectively.

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

RESOLUTION 20-R- 34

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, RATIFYING THE CITY MANAGER'S APPOINTMENTS TO THE CIVIL SERVICE COMMISSION: CLENON J. MITCHELL JR., FOR A TERM EXPIRING DECEMBER 31, 2021; MICHELLE VELA, FOR A TERM EXPIRING DECEMBER 31, 2022; AND JOHN BURKEY, FOR A TERM EXPIRING DECEMBER 31, 2023; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, Chapter 143 of the Texas Local Government Code requires the City Manager to appoint members to the Alvin Civil Service Commission within 60 days of the adoption of Civil Service; and

WHEREAS, Clenon J. Mitchell Jr., Michelle Vela, and John Burkey meet the qualifications required by Section 143.006 of the Texas Local Government Code; and

WHEREAS, City Manager, Junru Roland, has appointed Clenon J. Mitchell Jr., Michelle Vela, and John Burkey to the Alvin Civil Service Commission subject to the confirmation of the City Council; and

WHEREAS, the City Council desires to confirm the appointment of Clenon J. Mitchell Jr., Michelle Vela, and John Burkey to the Alvin Civil Service Commission to serve term of one (1), two (2), and three (3) year terms respectively;

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

Section 1. Findings

That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are adopted as part of this Resolution for all purposes.

It is hereby found and declared that all the nominees listed in Section 2 are (i) of good moral character; (ii) United States Citizens; (iii) residents of the City of Alvin for more than three (3) years; (iv) over the age of 25 years; and (v) have not held a public office within the preceding three (3) years.

Section 2. Confirmation and Ratification of Appointment to Alvin Civil Service

Commission

That the City Council does hereby confirm and ratify the appointment to the Alvin Civil Service Commission of the City of Alvin, Texas, the duly qualified persons to the positions and terms as follows:

<u>Name and Address</u>	<u>Term Expires</u>
Clenon J. Mitchell Jr.	December 31, 2021
Michelle Vela	December 31, 2022
John Burkey	December 31, 2023

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

This Resolution shall be effective on the date of passage in accordance with the Alvin City Charter.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED on the 3rd day of December 2020.

THE CITY OF ALVIN, TEXAS

ATTEST

Paul A. Horn, Mayor

Dixie Roberts, City Secretary

Civil Service Commission Applicant Information 12/03/20							
First Name	Last Name	Employment	Occupation	Resident of Alvin	Board to Serve	Past Boards Served on	Notes Provided on Consent and Willingness to Serve Form
John	Burkey	Retired (U.S. Air Force Senior Master Sergeant)		24 Years	Civil Service Commission	Senior Citizens Board	<i>Our police officers are one of the most valuable assets of our community. I believe I possess skills that will contribute to the Commission's initial organization and its ability to work with officers to ensure a professional work environment with fair equitable treatment of each officer resulting in a highly motivated police force for our city. Address and Age Verified (DR)</i>
Christina	Garza	Galveston District Attorney's Office	Victim Assistance Coordinator	3 Years, 4 months	Civil Service Commission		<i>I am interested in serving on this commission, because of my previous job experience. In the last 5 years, I have worked alongside various police departments and believe this insight will provide me with the tools to assist on this commission. Address and Age Verified (DR)</i>
Michael	Hoover	Shell Oil Company	Professional Engineer	42 Years	Civil Service Commission	Planning Commission, Ethics Board	<i>Have not served on a board for a while. Thought I could be considered a good person to represent both the City and the Police Officers on this commission. Address and Age Verified (DR)</i>
Bunky	Jordan	Self Employed	General Contractor	10 years	Civil Service Commission		<i>I value and support the important role a Police Officer services in a Community. As a citizen I feel I can remain unbiased while serving on the committee and maintaining the Police Officers integrity. Address and Age Verified (DR)</i>
Clenon J.	Mitchell	Pearland ISD	JRROTC Instructor	11 Years	Civil Service Commission		<i>To give back to our community and the great City of Alvin. I Volunteer for Houston Food Bank, Keep Pearland Beautiful and Wreaths Across America. Address and Age Verified (DR)</i>
Michelle	Vela	City of Manvel (Police Department)	Admin Asst.	18 Years	Civil Service Commission	Alvin Fire Dept. Pension Board	<i>I am very interested in serving on the Civil Service Commission and I have worked in a government role for many years. My passion is to uplift public service so that people and visitors admire the City of Alvin. I have assisted with the Manvel Police Association, Manvel Blue Santa, and Manvel Cook-off supporting Toys for Tots for several Years. I have served on the City of Alvin Fire Department Pension Board and as a member of the Catholic Daughters of America. Address and Age Verified (DR)</i>
							Updated: 11/30/20; 12:10 p.m. DR



CITY OF ALVIN APPLICATION TO SERVE Civil Service Commission

The Civil Service Commission for the City of Alvin will adopt rules, conduct investigations and inspection, and hear appeals for police personnel in accordance with the Municipal Civil Service Act covered under Chapter 143 of the Texas Local Government Code. The Commission will meet at least once a year and then as needed for approximately 1-2 hours. Members of the initial Committee will serve one (1) to three (3) year terms, as appointed. Subsequent members appointed will serve three (3) year terms. In accordance with Chapter 143, Members will be appointed by the City Manager and confirmed by the City Council.

Minimum Required Qualifications

- Must be of good moral character
- Must be a United States citizen.
- Must be a resident of the City of Alvin for more than three (3) years.
- Must be over twenty-five (25) years of age.
- Must not have held a public office within the preceding three (3) years.

PLEASE SUBMIT A RESUME ALONG WITH APPLICATION

Name: Clenon J. Mitchell, Jr

Physical Address: 3460 Sky Ranch Dr., Alvin, Texas 77511

Daytime Telephone: _____ **Evening Telephone:** _____

Date of Birth: _____ **E-mail Address:** _____

Mailing Address: 3460 Sky Ranch Dr., Alvin, Texas 77511

Occupation: JROTC Instructor **Employer:** PearlandISD/ Dawson High School

Briefly describe your interest in serving on the Commission.

TO give back to our Community and the Great City of Alvin, Texas

Please list any Civic or Community Endeavors in which you have been involved:

Houston Food Bank Volunteer, Keep Pearland Beautiful and Weaths Across American Angelton Cemetery.

Have you served on the Alvin City Council? Yes ☐ No ☒ If so, years _____

Have you held any other public office in the preceding three (3) years? Yes ☐ No ☒

Have you served on an Alvin City Board, Commission, or Committee? Yes ☐ No ☒

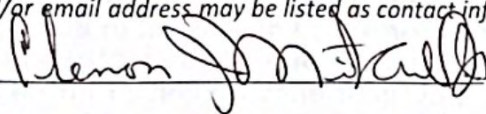
If so, list: _____

How long have you been a resident of Alvin? 11 Years _____ **Years**

Next page

I understand that appointments are solely at the discretion of the city manager and city council and that this form is not the only basis of candidate selection. If appointed, I will accept the position and faithfully serve to the best of my ability. I understand that information provided in this document is subject to the Public Information Act and phone number and/or email address may be listed as contact information for said board/commission to which appointed.

Signed:



Date:

30 Nov 20



Resume Attached

Please Return to the City Secretary's Office. This form will be retained for one year.
216 W. Sealy St. Alvin, Texas 77511; Ph:281-388-4255; droberts@cityofalvin.com

CLENON JAMES MITCHELL, JR.

Professional Experience

Glenda Dawson High School (Jul 2009- present)- Naval Science Instructor (NJROTC)

Pearland Citizen Police Graduated.

Attain the Rank of Command Master Chief(E-9) in 2004 which is only reserved for 1 percent of the Military Force.

University of Houston Downtown, Houston, TX (Jul 2007- Jun 2008) Taught in the Management program the summer of 2007, and spring 2008, which include the advantages and disadvantages of Telecommunication to and from work.

Process Improvement Coordinator, Navy Operational Support Center Houston, TX (2004-present): Oversaw operations for more than 1,000 Navy Reservists at one of nation's largest centers. Manages a 30-member, cross-functional team in providing comprehensive services in areas of logistical support, budget development, pay processing, travel planning and liquidation, and training facilitation and development.

- Managed in-depth planning, design, and negotiation efforts to consolidate and relocate center, to include coordination of numerous visits by local, state, and congressional representatives.
- Increased international mobilization efficiency 30% by decreasing discrepancies 300% through integration/analysis of a variety of performance tracking reports and implementation of time and cost-savings measures.
- Recognized as one of the command master chiefs out of 29 centers across eight-state region.
- Substitute teacher for Pearland Independent School District, Pearland, Texas

Logistics Coordinator, Region Southwest Command , San Diego, CA (2002-2004): Generated positive exposure and coordinated efforts to generate logistics support for Navy's Logistics and management teams. Serves as liaison for nearly 4,100 personnel within 76 support units, enhancing efficiency, effectiveness, and overall coordination for all Logistics support, contracts, shipping, and Government Support Agencies.

- Instrumental in stand-up/design of state-of-art data fusion center to track navy assets globally, ensuring the attainment of force protection and mission-tasking requirements. Continues to coordinate the activation and deployment of nearly 300 personnel to 12 disparate global locations post September 11th.

USS Sides (FFG 14), San Diego, CA (1998-2001): Deploy contributed to development of a readiness measurement and reporting system, which provided detailed metrics and analysis regarding deployment and personnel readiness. Refocused global personnel structure via a bottom-up review, aligning reserve support with global commands and improving overall response efforts.

- Personal efforts facilitated and tracked more than 30,000 man-days of support and nearly 100% readiness for the command's global port operations by coordinating reserve support to headquarters and area commands.
- Provided global logistics support to DOD assets and managed efforts to establish a logistics/underway replenishment program to better disseminate supplies to remote locations.

Navy Coastal Warfare Group One, San Diego (1995-1998): Directed training and operations efforts across three states, supporting and developing more than 6,000 personnel for worldwide contingency logistics operations. Audited command operations and developed comprehensive assessments.

- Created a comprehensive readiness measurement tool, which was selected for nationwide implementation.
- Managed Logistics support for a 14 units, including ensuring resource, training, and logistics readiness.
- Led the largest shipboard department, maintaining all Logistics for the highest state of combat readiness. Responsible for Logistics support for everything west of the Mississippi.

ACADEMIC CREDENTIALS

M.A., Webster University, St Louis, Mo

B.S., National University, San Diego, Ca

Six Sigma Green Belt, Villanova University, July 2007

Six Sigma Lean Belt, Villanova University, September, 2007

Six Sigma Black Belt, Villanova University, June, 2008

LCDC (CI) Alvin Community College Nov 2013

RECOGNITION

- Recipient of four Navy and Marine Corps Commendation Medals and; three Navy and Marine Corps Achievement Medals



CITY OF ALVIN APPLICATION TO SERVE Civil Service Commission

The Civil Service Commission for the City of Alvin will adopt rules, conduct investigations and inspection, and hear appeals for police personnel in accordance with the Municipal Civil Service Act covered under Chapter 143 of the Texas Local Government Code. The Commission will meet at least once a year and then as needed for approximately 1-2 hours. Members of the initial Committee will serve one (1) to three (3) year terms, as appointed. Subsequent members appointed will serve three (3) year terms. In accordance with Chapter 143, Members will be appointed by the City Manager and confirmed by the City Council.

Minimum Required Qualifications

- Must be of good moral character
- Must be a United States citizen.
- Must be a resident of the City of Alvin for more than three (3) years.
- Must be over twenty-five (25) years of age.
- Must not have held a public office within the preceding three (3) years.

PLEASE SUBMIT A RESUME ALONG WITH APPLICATION

Name: Michelle Vela

Physical Address: 1813 Coronel St, Alvin TX 77511

Daytime Telephone: Evening Telephone:

Date of Birth: E-mail Address:

Mailing Address: 1813 Coronel St, Alvin TX 77511

Occupation: Administrative Assistant Employer: City of Manvel

Briefly describe your interest in serving on the Commission.

I am very interest in serving on the Civil Service Commission and I have worked in a government role for many years.

My passion is to uplift public service so that people and visitors admire the City of Alvin.

Please list any Civic or Community Endeavors in which you have been involved:

I have assisted with the Manvel Police Association, Manvel Blue Santa and Manvel cook-off supporting toys for tots for several years.

City of Alvin Fire Department Pension Board and a member of the Catholic Daughters of America

Have you served on the Alvin City Council? Yes ☐ No ☒ If so, years

Have you held any other public office in the preceding three (3) years? Yes ☐ No ☒

Have you served on an Alvin City Board, Commission, or Committee? Yes ☒ No ☐

If so, list: City of Alvin Fire Department Pension Board

How long have you been a resident of Alvin? 18 Years

Next page

I understand that appointments are solely at the discretion of the city manager and city council and that this form is not the only basis of candidate selection. If appointed, I will accept the position and faithfully serve to the best of my ability. I understand that information provided in this document is subject to the Public Information Act and phone number and/or email address may be listed as contact information for said board/commission to which appointed.

Signed: _____ **Date:** 11/23/2020 _____



Resume Attached

Please Return to the City Secretary's Office. This form will be retained for one year.
216 W. Sealy St. Alvin, Texas 77511; Ph:281-388-4255; droberts@cityofalvin.com

Michelle Le Vela

1813 Coronel Street, Alvin, Texas 77511

Career Profile

Highly skilled, talented and accomplished with **11 years** progressive professional experience in public safety, of which over **3 year** as a communication operator, **6 years** as a supervisor of communications and over **2 years** as Administrative Assistant to the Chief of Police. Michelle is continually looking for challenges in a mission-oriented organizations where she can leverage her skills and grow her proficiency.

Professional Accomplishments

- Assisted with acquisition and implementation of Central Square Records Management System (RMS) and Computer Aided Dispatching (CAD)
- Assisted with implementation and technical support on In-Car and Body Warn Camera System
- Established and maintained a Public Information Act process

Professional Strengths

- Excellent communication skills including written, verbal and listening
- Knowledge of word processing and spreadsheet applications like Microsoft Word and Excel
- Able to adeptly simultaneously handle multiple tasks using multiple software applications
- Possess good presentation and time-management skills
- In-depth knowledge of paging systems, PSNET, TTY, two-way radio and 800 MHz radio systems
- In-depth knowledge of latest technologies, software and methods of updating databases
- Able to adhere to policies, procedures and instructions as well as determining potential improvements

Professional Experience

Manvel Police Department – Manvel, Texas

October 2018 – Present	Administrative Assistant/Office Manager to the Chief of Police
December 2014 – October 2018	Communications Supervisor/Records Clerk
November 2012 – December 2014	Communications Supervisor
July 2009 – November 2012	Communications Operator

Administrative

- Maintain departmental social media accounts, website and virtual communication
- Development and maintained the Communication Division assignments and work schedule
- Assisted in asset acquisition and coordinated all departmental supply procurement

Records Management

- Receive and process records requests through Texas Public Information Act
- Developed monthly and annual of local crime reports for press releases and City Council reporting
- Calculate statically data for the FBI-NIBRS
- Case preparation on all Class B offences or higher
- Review and process all traffic citations for municipal court
- Maintain service logs of wrecker call-outs, CCH/Rap sheets, administrative messages and additional information required for special projects
- Process business and residential alarm permits and pet registrations
- Process and receive all packages and mail for department

Technical Support

- Monitor all departmental communication and paging systems, two-way radios and CAD
- Maintain communications systems and equipment, In-Car and Body Worn Camera Systems
- Maintain the department servers and perform regular updates

Operational

- Handle all emergency situations by following department policies and procedures
- Train new Communication Operators on departmental operations as a Field Training Officer (FTO)
- Supervised Communication Operator of the Communication Division
- Dispatch and maintain radio communication with public safety personnel and mutual aided agencies
- Monitor security closed circuit television system ensuring secure building and safety conditions maintained
- Search female detainees for prohibited weapons and/or contraband
- Answer and transfer calls, taking messages and greet complainants and crime victims

TGF Precision Haircutters – Pearland, Texas

October 1999 – July 2007

Store Manager – Hairstylist

- Managed 12 full-time and part-time employees
- Encouraged retail product sales of stylist increasing profitability
- Suggested new products that increased annual local salon sales

Certifications

2017	Master Telecommunicator Certification
2013	Advanced Telecommunicator Certification
2011	Basic and Intermediate Telecommunicator Certifications
2010	Field Training Officer
1998	Graduated Alvin High School

Reference

Keith Traylor

Chief of Police
Manvel Police Department
City of Manvel
(281) 489-1212

Clint Weekley

Sergeant
Texas Highway Patrol
Texas Department of Public Safety
(contact number available upon request)

Anthony Meshell

Detective Sergeant
Manvel Police Department
City of Manvel
(281) 489-1212

Curriculum Vitae

Michelle Le Vela

Education

August 1994 – May 1998, Alvin High School, Alvin, TX
High School Diploma (1998)

Employment History

- 2018 – Present **Administrative Assistant/Office Manager to the Chief of Police**, Manvel Police Department
City of Manvel
Manvel, TX
Public Safety Administration, Records Management, and Project Management
- 2014 – 2018 **Communications Supervisor/Records Clerk**, Manvel Police Department
City of Manvel
Manvel, TX
Public Safety Administration and Records Management
- 2012 – 2014 **Communications Supervisor**, Manvel Police Department
City of Manvel
Manvel, TX
Public Safety Administration
- 2014 – 2009 **Communications Operator**, Manvel Police Department
City of Manvel
Manvel, TX
Public Safety Communications
- 2007 – 1999 **Store Manager**, TGF Precision Haircutters
Pearland, TX
Business Administration, Business Finance, and Project Management

Certifications

- | | |
|------|---|
| 2017 | Master Telecommunicator |
| 2013 | Advanced Telecommunicator |
| 2011 | Basic and Intermediate Telecommunicator |
| 2010 | Field Training Officer |

Training

2019	Texas Attorney General's Office, Public Information Officer Training
2019	Sexual Harassment for Supervision
2019	Sexual Harassment in the Workplace
2019	Racial Profiling
2019	TCIC/NCIC Terminal Agency Coordinator
2018	Active Shooter Response for Telecommunicators
2018	Public Information Officer Training
2017	TDD/TTY for Telecommunicators
2017	TDEM Disaster Accounting 101
2017	Crime Victims/Family Violence
2017	Terrorism & Homeland Security
2016	Crime Victims/Family Violence
2015	Texas Attorney General's Office, Law Seminar on Legal Challenges and PIA's
2015	Records System Management
2015	TDD/TTY for Telecommunicators
2014	Public Information Officer Training
2014	TDD/TTY for Telecommunicators
2013	New Supervisor's Course
2013	Crash Reporting & Analysis Course
2013	FEMA Advanced ICS Command and General Staff NIMS-400
2013	FEMA Intermediate ICS Expanded Incident NIMS-300
2013	TDD/TTY for Telecommunicators
2013	Legislative Law Update
2013	TCIC/NCIC Terminal Agency Coordinator
2013	The Telecommunicator as a Trainer and Supervisor
2013	Texas Public Information Act
2013	Managing Electronic Records for Records Management
2013	Emergency Preparedness for Records Management
2013	Improving shared drives and filing systems for Records Management
2013	Introduction to Records Management
2011	Open Meetings Act
2011	Public Information Act
2011	Intermediate Telecommunications Certification
2011	Ethics for Law Enforcement
2011	TDD/TTY for Telecommunications
2011	Crisis Communications
2011	Spanish for Law Enforcement
2011	Cultural Diversity for Law Enforcement
2010	TCLEOSE Certified as a Basic Telecommunications Operator
2010	Texas DPS Certified TCIC/NCIC Policies and Procedures Full Access
2010	Completed training on 911 Operator TDD tutorials
2010	US Department of Homeland Security – NIMS 100
2010	US Department of Homeland Security – NIMS 700
2010	TCLEOSE Certified Field Training Officer
2010	Paradigm Training on Pipeline Emergency Response and Damage Prevention
2010	American Heart Association CPR and Basic First Aid

Memberships

2006 – Present	Alvin Volunteer Fire Department Ladies Auxiliary, Honorary Member
2019 – Present	Alvin Volunteer Fire Department Pension Board, Board Member
2018 – Present	Catholic Daughter, Member
2001 – 2020	Manvel Police Association, Member



CITY OF ALVIN APPLICATION TO SERVE Civil Service Commission

Recd 4/24/20
4:03 PM
City Secy &

The Civil Service Commission for the City of Alvin will adopt rules, conduct investigations and inspection, and hear appeals for police personnel in accordance with the Municipal Civil Service Act covered under Chapter 143 of the Texas Local Government Code. The Commission will meet at least once a year and then as needed for approximately 1-2 hours. Members of the initial Committee will serve one (1) to three (3) year terms, as appointed. Subsequent members appointed will serve three (3) year terms. In accordance with Chapter 143, Members will be appointed by the City Manager and confirmed by the City Council.

Minimum Required Qualifications

- Must be of good moral character
- Must be a United States citizen.
- Must be a resident of the City of Alvin for more than three (3) years.
- Must be over twenty-five (25) years of age.
- Must not have held a public office within the preceding three (3) years.

PLEASE SUBMIT A RESUME ALONG WITH APPLICATION

Name: JOHN P. BURREY
Physical Address: 1591 WILLOWWINN DRIVE ALVIN, TX 77511
Daytime Telephone: 281-723-1 Evening Telephone: 281-723-1
Date of Birth: 1/1/1951 E-mail Address: john.p.burrey@gmail.com
Mailing Address: SAME AS PHYSICAL ADDRESS
Occupation: Retired Employer: N/A

Briefly describe your interest in serving on the Commission.

OUR POLICE OFFICERS ARE ONE OF THE MOST VALUABLE ASSETS OF OUR COMMUNITY. I BELIEVE I POSSESS SKILLS THAT WILL CONTRIBUTE TO THE COMMISSION'S INITIAL ORGANIZATION AND IT'S ABILITY TO WORK WITH OFFICERS TO ENSURE A PROFESSIONAL WORK ENVIRONMENT WITH FAIR & EQUITABLE TREATMENT OF EACH OFFICER, RESULTING IN A HIGHLY MOTIVATED POLICE FORCE FOR THE CITY.
Please list any Civic or Community Endeavors in which you have been involved:
CURRENT VICE PRESIDENT OF SENIOR CITIZEN BOARD ALVIN, TX.
PAST MASTER MASONIC LODGE #1407

Have you served on the Alvin City Council? Yes ☐ No ☒ If so, years _____
Have you held any other public office in the preceding three (3) years? Yes ☐ No ☒
Have you served on an Alvin City Board, Commission, or Committee? Yes ☒ No ☐
If so, list: SENIOR CITIZEN BOARD
How long have you been a resident of Alvin? 24 Years

Next page

I understand that appointments are solely at the discretion of the city manager and city council and that this form is not the only basis of candidate selection. If appointed, I will accept the position and faithfully serve to the best of my ability. I understand that information provided in this document is subject to the Public Information Act and phone number and/or email address may be listed as contact information for said board/commission to which appointed.

Signed: _____

John P. Bunch

Date: _____

11/24/2020



Resume Attached

Please Return to the City Secretary's Office. This form will be retained for one year.
216 W. Sealy St. Alvin, Texas 77511; Ph: 281-388-4255; droberts@cityofalvin.com

John P. Burkey

1591 Wildwinn Drive

Alvin, TX 77511

SKILLS

I can communicate with individuals in a manner that is easily understood and contributes to the conversation.

Management skills that encourages individuals to perform at their peak ability.

Organizational skills that allow me to develop schedule and implement such things as training seminars and conferences.

EXPERIENCE

Terry Vaughn RVs Houston/Alvin, TX - Lot Manager

May 2002 - September 2010

- Responsible for all day to day management and operation of the recreational vehicle sales lot. Managed all employees, ordered all inventory, set retail sale prices, performed all aspects of F&I to include running credit checks and working with financial institutions to secure financing for purchasers.

Terry Vaughn RVs Houston/Alvin/Spring, TX - General Manager

April 2000 - April 2002

- Responsible for the day to say management and operation of a multi-million dollar dealership with 3 locations. Negotiated and signed all dealer agreements with manufacturers. Responsible for management and training of each lot manager to ensure maximum

efficiency and profit. Increased sales in excess of 20%.

- Note: This was a two year position due to older.

United States Air Force - Retired Senior Master Sergeant

January 1968 - June 1994

- Recruiting School Superintendent at time of retirement. This was a selectively manned position. Responsible for all aspects of management and operation of the US Air Force Recruiting School. Selected, trained and evaluated all instructors. Responsible for overseeing curriculum design. Performed end of course student evaluations.
- All courses taught were accredited through the Southern Association of Schools and Colleges.

EDUCATION

Community College of the Air Force - Associate Degree in Applied Sciences - Instructor of Technology - July 1987

Relevant coursework includes Fundamentals of Speech, Basic Academic Counseling, Instruction Methodology, Instructional System Development, Test and Measurements and Principles and Methodology of Evaluation.

AWARDS

Master Instructor

Non-Commissioned Officer of the Year U.S. Air Force
Recruiting Service

Submitted by Command for consideration of Top 10
Non-Commissioned Officers of the Air Force.

Currently serving as Vice President of the Senior Citizen Board for the City of Alvin.