

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, MAY 20, 2021

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, MAY 20, 2021**, at 7:00 p.m. in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

REGULAR MEETING AGENDA

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

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

- A. Consider approval of the May 6, 2021 City Council Regular meeting minutes.
- B. Consider Resolution 21-R-11, declaring the results of the General Election held on May 1, 2021, for the purpose of electing a member to City Council At Large Position 1, District B, and District C; and providing for other related matters.
- C. Consider Ordinance 21-K, canvassing the returns and declaring the results of the special election held on May 1, 2021, regarding thirty-nine (39) propositions relating to the amendments of the Home Rule Charter of the City of Alvin.
- D. Accept resignations from Richard Garivey and Keko Moore from the City of Alvin Planning Commission.

5. OATH OF OFFICE

- A. Administer Oath of Office to Keko Moore, City Council At Large Position 1, by Alvin Municipal Court Judge Mo Ghuneim.
- B. Administer Oath of Office to Chris Vaughn, City Council District B, by Alvin Municipal Court Judge Mo Ghuneim.
- C. Administer Oath of Office to Richard Garivey, City Council District C, by Roy Castillo, Brazoria County Judge, Precinct 3, Place 2.

6. OTHER BUSINESS

- A. Consider Resolution 21-R-12, honoring Brad Richards for his service as City Council member At Large Position 1, City of Alvin, Texas.
- B. Consider Resolution 21-R-13, honoring Adam Arendell for his service as City Council member District B, City of Alvin, Texas.
- C. Consider Resolution 21-R-14, honoring Keith Thompson for his service as City Council member District C, City of Alvin, Texas.
- D. Consider approval of the Mayor's appointment of Mayor Pro-tem.
- E. Police/Humane Departmental Update.
- F. Consider the purchase and installation of security fencing and gates for the Police Department from Nexlar Security in an amount not to exceed \$76,763.00; and authorize the City Manager to sign upon legal review.
- G. Consider the Second Amended Agreement with Cline Crossing Partners, LTD. for the construction of a Class "A" apartment development to be located in Cline Crossing at State Highway 6 and Bypass 35; and authorize the Mayor to sign said Agreement upon legal review.
- H. Consider a fifteen (15) year Lease Agreement with BRP Tortolas 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 said Agreement upon legal review.
- I. Consider Ordinance 21-L, amending Chapter 15, Offenses and Miscellaneous Provisions of the Code of Ordinances, City of Alvin, Texas for the purpose of adding a new Article X, entitled *Camping and Storage of Personal Items on Public Property*, to the City of Alvin Code of Ordinances; regulating camping or storage of personal items on public property; providing for a penalty and publication; and setting forth other provisions related thereto.
- J. Consider an addendum to the existing bond counsel engagement letter with Bracewell LLP for the purpose of expanding the scope of service to include advising and counseling regarding development matters; and authorize the Mayor to sign the agreement.
- K. Consider possible appointments to the Planning Commission.

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, MAY 17, 2021 at 5:00 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).**

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY MAY 6, 2021
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: Gabe Adame, Adam Arendell, Glenn Starkey, Brad Richards, Keith Thompson and Martin Vela.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, City Secretary; Michael Higgins, Chief Financial Officer; Dan Kelinske, Parks and Recreation Director; Ron Schmitz, EMS Director/EM Coordinator; Michelle Segovia, City Engineer; Robert E. Lee, Police Chief; and Brandon Moody, Public Services Director.

INVOCATION AND PLEDGE OF ALLEGIANCE

Council member Joel Castro gave the invocation. Council member Keith Thompson led the Pledge of Allegiance to the American Flag. Council member Brad Richards led the Pledge to the Texas Flag.

PRESENTATIONS

Athlyn Allen provided videos welcoming Alvin as a Texas Film Friendly City and presented a membership Certificate to City Council.

Mayor Horn presented Chief Robert E. Lee, and members of the Alvin Police Department with a proclamation declaring the week of May 9-15, 2021 as Police Week.

Mayor Horn presented Brandon Moody and members of the Public Works Department with a proclamation declaring week of May 16-27, 2021 as Public Works Week.

PUBLIC COMMENT

There were no public comments made.

CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION

Consider approval of the April 13, 2021 City Council Workshop meeting minutes.

Consider approval of the April 15, 2021 City Council Workshop meeting minutes.

Consider approval of the April 15, 2021 City Council Regular meeting minutes.

Consider a final plat of Britt Oaks Acres (located along Britt Oaks Drive north of Moore Road), a subdivision of 2.099 acres in the H. Stevens Survey, A-595, Brazoria County, Texas.

On April 1, 2021, the Engineering Department received the final plat of Britt Oaks Acres for review. The property is located along the Britt Oaks Drive, north of Moore Road, in the City's ETJ and is being platted for conveyance. The plat consists of 2 lots 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 April 20, 2021. Staff recommended approval.

Consider a final plat of Caldwell Ranch Section 6 (located along the east side of FM 521 and north of Juliff-Manvel Road), being a subdivision of 103.081 acres of land situated in the William Hall League, Abstract 31, Fort Bend County, Texas; also being a partial replat of lots 2, 3, 7 and 8 of the T.W. & J. W. B. House Subdivision, as recorded in Volume 7, Page 301 of the Fort Bend County Deed Records.

On April 1, 2021, the Engineering Department received the Final Plat of Caldwell Ranch Section 6 for review. This subdivision is in the portion of the City of Alvin's Extraterritorial Jurisdiction (ETJ) within Fort Bend County that was

retained based on the Development Agreement with Brazoria-Fort Bend Counties Municipal Utility District (MUD) 3 approved on January 7, 2021. This final plat consists of 165 lots, 6 reserves, and 5 blocks. This plat complies with all requirements of the City of Alvin's Planned Unit Development section of the Subdivision Ordinance. This section is contained in the Master Preliminary Plat of Caldwell Ranch, that was approved by Council May 7, 2020. The City Planning Commission unanimously approved the plat at their meeting on April 20, 2021. Staff recommended approval.

Consider a final plat of Imperial Forest Detention Reserve (located at the southwest corner of Bypass 35 and Wheeler Lane), a subdivision of 10.65 acres located in the Hooper & Wade Survey, Section 21, Abstract 421, Brazoria County, Texas.

On April 1, 2021, the Engineering Department received the final plat of Imperial Forest Detention Reserve for review. The property is located at the southwest corner of the intersection of Bypass 35 and Wheeler Lane. This plat contains two reserves and is being platted for the construction of a detention pond to serve the proposed Imperial Forest Subdivision. This plat complies with all requirements of the City's Subdivision Ordinance. The Planning Commission unanimously approved the plat at their meeting on April 20, 2021. Staff recommended approval.

Consider a final plat of National Oak Park (located at the northeast corner of the intersection of Sidnor Street and Depot Centre Boulevard), a plat of 9.16 acres, being part of Leclere's Addition to Alvin No. 1, and multiple tracts of land, situated in Section 15, H.T. & B.R.R. Company Survey, Abstract 227, Brazoria County, Texas.

On April 1, 2021, the Engineering Department received the final plat of National Oak Park for review. The property is located at the northeast corner of the intersection of Sidnor Street and Depot Centre Boulevard and is being platted in order to consolidate parcels and to define the park boundary. Consolidating the park parcels into one lot with a defined boundary will aid in the design process when there is a need to add structures/amenities to the park. Having a defined boundary will also make describing the park property simpler from a legal perspective. The plat complies with all requirements of the City's Subdivision Ordinance. The City Planning Commission unanimously approved the plat at their meeting on April 20, 2021. Staff recommended approval.

Consider a final plat of Sunny Creek (located along Wickwillow Lane), a plat of 10.10 acres, being part of lots 16 and 17 of Chatfield Subdivision according to the plat as recorded in volume 2, page 38, Plat Records, Brazoria County, Texas, situated in the Francis Moore Survey, Abstract 100, Brazoria County, Texas, located in the City of Alvin ETJ.

On April 1, 2021, the Engineering Department received the final plat of Sunny Creek for review. The property is located along the north side of Wickwillow Lane (CR 435) and is being platted for conveyance. The plat consists of 2 lots 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 April 20, 2021. Staff recommended approval.

Consider Resolution 21-R-09, finding that Texas-New Mexico Power Company's application for distribution cost recovery factor to increase distribution rates within the city should be denied; authorizing participation with TNMP cities; authorizing the hiring of legal counsel and consulting services; finding that the city's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel.

The City is an electric utility customer and local regulator of Texas-New Mexico Power Company ("TNMP" or "Company"). The Cities served by TNMP ("TNMP Cities") is a coalition of similarly situated cities served by TNMP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in TNMP's service area in matters before the Public Utility Commission ("PUC" or "Commission") and the courts.

On April 5, 2021, TNMP filed an application for a Distribution Cost Recovery Factor ("DCRF") with each of the cities retaining original jurisdiction and with the Commission in Docket No. 51959. In the filing, the Company sought to increase distribution rates by \$13,959,505 annually.

This resolution authorizes the City to join with the other TNMP Cities to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

Cities Served by TNMP (TNMP Cities) have engaged the services of a consultant, Mr. Karl Nalepa, to review the Company's filing. Mr. Nalepa will review the filing and identify adjustments that should be made to the Company's request. The coalition is recommending that cities retaining original jurisdiction deny the requested relief. Staff recommended approval of Resolution 21-R-09.

Consider approval of Resolution 21-R-10, authorizing the payment of seven (\$0.07) cents per capita to the Gulf Coast of Coalition of Cities to fund regulatory and related activities related to electric and gas utility service; and other matters related thereto.

The City of Alvin has been a member of the Gulf Coast Coalition of Cities since 2012. GCCC has been the primary public interest advocate before the Public Utility Commission, ERCOT, the Courts, and the Legislature on electric utility regulation matters for nearly two decades. There are non-reimbursable proceedings, rulemakings, and legislative efforts impacting the rates charged within the City. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that GCCC be able to fund its participation on behalf of its member cities. When needed, a per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership. With the current population of 26,827, the City of Alvin's shared cost will be \$1,877.89.

The most recent assessments include: fourteen cents (\$0.14) per capita in 2018, six cents (\$0.06) per capita in 2019, and three cents (\$0.03) per capita in 2020. Staff recommended approval of Resolution 21-R-10.

Acknowledge receipt of Capital Improvement Projects (CIP) Quarterly Report.

Consider the adoption of the City of Alvin 2022-2026 Capital Improvement Program.

The City of Alvin 2022-2026 Capital Improvement Program (CIP) includes anticipated drainage, street, water, wastewater, parks, and facilities projects planned for the next five years. Each year staff will review/ adjust the plan as necessary and present to the Planning Commission, Parks & Recreation Board and City Council as required by the City Charter prior to the start of the budget process for the upcoming fiscal year. Once the CIP is approved each year then the City Council and staff will work to fund the projects through the budget for the upcoming fiscal year. Approval of the CIP does not guarantee that funds will be available in the respective fiscal years for implementation of the projects.

There were no new projects added to this CIP since Council adopted it on May 7, 2020. The City Planning Commission unanimously approved the 2022-2026 CIP at their meeting on March 16, 2021. Staff recommended approval.

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

OTHER BUSINESS

Consider Addendum No. 3 for a final one (1) year renewal Agreement with LTS Lawncare as the City's manicured mowing services provider of select parkland, City owned property and State Right of Way around Gordon Street Bridge in an amount not to exceed \$31,515.00; and authorize the City Manager to sign the Agreement upon legal review.

This is the second of two different manicured mowing agreements with LTS Lawncare. This scope of service has supplemented the lawn maintenance efforts of City staff for over six years and continues to provide a cost-effective solution.

The agreement was originally approved in the amount of \$33,075.00 with LTS Lawncare by City Council on May 3, 2018, utilizing the public bid process, Bid #B-18-06. The following locations would continue under this agreement: Hike and Bike Trail (Adoue Street to South Street), Hugh Adams Park, Marina Park, Morgan Park, Pearson Park and Talmadge Park, two lots located at 3403 Hummingbird and 1409 Talmadge and the areas around Gordon Street Bridge.

Manicured Mowing Bid# B-18-06 opened on April 17, 2018 and advertised on April 1, 2018 and April 8, 2018. The first year of service under this agreement began October 1, 2018 thru September 30, 2019, in the amount of \$33,075.00. The second addendum was approved on April 16, 2020. This third addendum is the final one (1) year renewals allowed per the agreement, having an effective date October 1, 2021 thru September 30, 2022.

Staff recommended this third and final one (1) year renewal of the current manicured mowing agreement in the amount of \$31,515.00 with LTS Lawncare as their performance continues to provide a good value to the City of Alvin.

Dan Kelinske presented this item before City Council with explanation.

Council member Castro moved to approve Addendum No. 3 for a final one (1) year renewal Agreement with LTS Lawncare as the City's manicured mowing services provider of select parkland, City owned property and State Right of Way around Gordon Street Bridge in an amount not to exceed \$31,515.00; and authorize the City Manager to sign the Agreement upon legal review. Seconded by Council member Vela; motion carried on a vote of 7 Ayes.

Consider an award of Bid (B-21-11), to LTS Lawncare for manicured mowing services of select City owned and State Right of Way property including parkland, lift stations, water wells, and various building grounds in an amount not to exceed \$114,355.59; and authorize the City Manager to sign the Agreement upon legal review.

Consider awarding a service agreement from the results of bid # B-21-11 to LTS Lawncare in the amount of \$114,355.59 to provide manicured mowing services. This would be the second of two manicured mowing agreements with LTS Lawncare. Manicured mowing bid #B-21-11 advertised on April 8, 2021 and April 11, 2021. Bids were opened April 20, 2021 with LTS Lawncare providing the lowest price/best value bid.

The first year of service for the following scope of work shall begin October 1, 2021 and end September 30, 2022. Lift Stations 8, 14, 23B, 26, 28, 29, 30, 31, 33, 34, 43; Water Wells 3, 4, 6, 7, 8; Water Towers 1, 2, 3; City property - City Hall, Lot, Library, Senior Center, Museum, Public Service Facility, Animal Adoption Center, APD, Bob Owen Pool, Girl Scout House Lot, American Legion Lot, former Fire Station #1 + overflow lot, Fire/EMS Station, Fire Station 2 & 3, former EMS station, downtown parking lot, APD shooting range, Durant Detention Pond, Kost Detention Pond, Waste Water Treatment Plant, City Entrances - North and South areas on Bypass 35, Welcome to Alvin Sign areas (2); Parks – Ruben Adame, Newman, Citizens, Sealy, Prairie Dog, National Oak, Lions and Oak Park Cemetery. Staff recommended awarding this manicured mowing agreement in the amount of \$114,355.59 to LTS Lawncare.

Dan Kelinske presented this item before City Council with explanation.

Council member Arendell moved to approve an award of Bid (B-21-11), to LTS Lawncare for manicured mowing services of select City owned and State Right of Way property including parkland, lift stations, water wells, and various building grounds in an amount not to exceed \$114,355.59; and authorize the City Manager to sign the Agreement upon legal review. Seconded by Council member Vela; motion carried on a vote of 7 Ayes.

Consider an amendment to the agreement with American Janitorial to provide janitorial services at the Fire/EMS Station located at 801 E. South Street, House Street Station (formerly Fire Station #1) Fire Station #2 & 3 and additional service day to the restrooms at National Oak Park in an amount not to exceed \$33,120.00 and authorize the City Manager to sign the Agreement upon legal review.

The original agreement was approved on May 3, 2018 in the amount of \$106,344 with two of three one (1) year renewal being mutually accepted for continued janitorial service. Changes prompting this amendment include, adding one (1) additional day of service to the National Oak Park restrooms as well as four (4) day per week janitorial service to the Fire/EMS Station located at 801 E. South Street and House Street Station (former Fire Station #1) with weekly service to Fire Station #2 & #3 for the annual amount of \$33,120.00.

Historically, the Fire Department has administered its' own janitorial service company. This amendment would consolidate four buildings into the existing agreement (Former Fire Station #1, new Fire/EMS Station, Fire Station #2 and Fire Station #3). National Oak Park restrooms currently receive six (6) day per week service, but demand has prompted the change to seven (7) days per week. Staff recommended approval of this amendment to include the additional four buildings and additional day of service for the restrooms at National Oak Park.

Dan Kelinske presented this item before City Council with explanation.

Council member Thompson moved to approve an amendment to the agreement with American Janitorial to provide janitorial services at the Fire/EMS Station located at 801 E. South Street, House Street Station (formerly Fire Station #1) Fire Station #2 & 3 and additional service day to the restrooms at National Oak Park in an amount not to exceed \$33,120.00; and authorize the City Manager to sign the Agreement upon legal review. Seconded by Council member Starkey; motion carried on a vote of 7 Ayes.

Consider Addendum No. 3 for a final one (1) year renewal agreement with American Janitorial as the City's janitorial services provider of City owned buildings and park restrooms in an amount not to exceed \$139,464.00; and authorize the City Manager to sign the Agreement upon legal review.

The agreement was originally approved in the amount of \$106,344.00 with American Janitorial by City Council on May 3, 2018, utilizing the public bid process, Bid #B-18-10. The following locations would continue under this agreement: City Hall, Public Service Facility, Public Service Facility #2 (Dyche Lane), Library, Senior Citizen Center, Museum, Train Depot, Police Department, Animal Adoption Center and National Oak Park restrooms. Additional sites include: Portable restroom trailer, restrooms located at Bob Briscoe, Lions, Pearson and Morgan Park, Bob S. Owen pool and Girl Scout House. These additional sites are scheduled and billed separately as requested by the City of Alvin.

Additional facilities added to the addendum include: Fire/EMS station located at 801 E. South Street, Fire Station #2 at 110 Medic Lane, Fire Station #3 at 2700 FM1462 and the building at 302 W. House (former fire station #1). Additional services include: include one (1) additional day at National Oak Park restrooms.

Janitorial Services Bid# B-18-10 opened on April 24, 2018 and advertised on April 8th and 15th. The agreement began May 3, 2018 thru September 30, 2019 in an amount of \$41,224.17. The first complete year of service under this agreement began October 1, 2018 thru September 30, 2019 in the amount of \$106,344.00. This addendum is the third and final one-year renewal allowed per the agreement, and has an effective date of October 1, 2021 thru September 30, 2022. Staff recommended approval as their performance continues to provide a good value to the City of Alvin.

Dan Kelinske presented this item before City Council with explanation.

Council member Arendell moved to approve Addendum No. 3 for a final one (1) year renewal agreement with American Janitorial as the City's janitorial services provider of City owned buildings and park restrooms in an amount not to exceed \$139,464.00; and authorize the City Manager to sign the Agreement upon legal review. Seconded by Council member Thompson; motion carried on a vote of 7 Ayes.

Consider an amendment to the agreement with CTA HVAC, LLC (Clear the Air) to include HVAC equipment at the Fire/EMS Station located at 801 E. South Street as part of the HVAC preventative maintenance and repair scope of services for an additional annual amount not to exceed \$5,850.00; an authorize the City Manager to sign the Agreement upon legal review.

Upon conclusion of construction of the new Fire/EMS Station, preventative maintenance must be performed on the HVAC equipment. The original agreement was approved by City Council on June 20, 2019 in the amount of \$40,717.00. The first renewal addendum was approved by City Council on April 16, 2020 with no change in price. This amendment to the original agreement would include quarterly and semi-annual preventative maintenance to all HVAC equipment located at the new Fire/EMS station in the amount of \$5,850.00.

Staff recommended approval of this amendment to include HVAC equipment from the new Fire/EMS station into the scope of services for CTA HVAC, LLC (Clear the Air) preventative maintenance and repair.

Dan Kelinske presented this item before City Council with explanation.

Council member Thompson moved to approve an amendment to the agreement with CTA HVAC, LLC (Clear the Air) to include HVAC equipment at the Fire/EMS Station located at 801 E. South Street as part of the HVAC preventative maintenance and repair scope of services for an additional annual amount not to exceed \$5,850.00; an authorize the City Manager to sign the Agreement upon legal review. Seconded by Council member Adame; motion carried on a vote of 7 Ayes.

Consider Addendum No. 2 for a one (1) year renewal agreement with CTA HVAC, LLC (Clear the Air) as the City's HVAC preventative maintenance and repair services provider for City owned buildings in an amount not to exceed \$46,567.00; and authorize the City Manager to sign the renewal Agreement upon legal review.

The HVAC preventative maintenance and repair agreement is designed to provide routine maintenance by a certified technician for all HVAC equipment to prolong the efficient life of the equipment. This agreement also allows for faster response time and fixed pricing for HVAC related repairs and equipment replacement.

The agreement was originally approved in the amount of \$40,717.00 with CTA HVAC, LLC (Clear the Air) by City Council on June 20, 2019, utilizing the public bid process, Bid #B19-09. The first renewal addendum was approved by City Council on April 16, 2020. The following locations would continue under this agreement: Animal Adoption Center, City Hall, Public Service Facility, Public Service Facility #2 (Dyche Lane), Library, Senior Citizens Center, Museum, Train Depot, Wastewater Treatment Plant, Fire Station 2 & 3, Police Station and City Shop and include the new Fire/EMS station.

This addendum is the second of up to three, one-year renewals allowed per the agreement, having an effective date October 1, 2021 thru September 30, 2022.

Staff is recommended a one (1) year renewal of the current HVAC Preventative Maintenance and Repair agreement in the amount of \$46,567.00 with Clear the Air as their performance continues to provide good value to the City of Alvin.

Council member Thompson moved to approve Addendum No. 2 for a one (1) year renewal agreement with CTA HVAC, LLC (Clear the Air) as the City's HVAC preventative maintenance and repair services provider for City owned buildings in an amount not to exceed \$46,567.00; and authorize the City Manager to sign the renewal Agreement upon legal review. Seconded by Council member Richards; motion carried on a vote of 7 Ayes.

Consider the purchase of furniture for the new Fire/EMS Station #1 from National Business Furniture in an amount not to exceed \$204,411.19.

Construction of the new Fire/EMS Station is scheduled to be completed mid-June 2021. Fire and EMS have been working with a vendor to supply the necessary office-building furniture for this facility. There are three areas that need to be furnished: Fire, EMS, and the common area. These consist of offices, Day Rooms, Communication Room, Conference Room, the Common Area will include the Lobby and Training Room, also EMS Dorm Rooms. This proposal includes all TV's, brackets, necessary hookups, and installation throughout the building. National Business Furniture is a member of the purchasing Buyboard and will deliver, install, and provide a lifetime guarantee on all their products. This project will be paid from Account # 311-3502-00-4155 in the amount, not to exceed, \$204,411.19. Some furniture and furnishings will be moved from the existing Fire and EMS Stations to save on cost.

Council member Martin Vela moved to approve the purchase of furniture for the new Fire/EMS Station #1 from National Business Furniture in an amount not to exceed \$204,411.19. Seconded by Council member Adam Arendell, motion carried on a vote of 7 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 May 20, 2021 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 Thompson thanked Mr. Roland and his staff for their work with the homeless under the bridge in getting things cleaned up and providing help to those individuals in need.

Council member's Arendell, Richards, Castro and Adame all expressed congratulations to new incoming members of City Council and wished them all good luck.

Council member Starkey expressed thanks and commended Athlyn Allen for all her success with the Texas Film Friendly Association and commended her for all her hard and industrious work since coming on board with the City. He also commended the Alvin PD for their handling of recent situation involving certain individuals videotaping their encounter with officers on duty, and then posting that encounter on Facebook. He also commented on his support to the potential addition of mental health officers to APD.

EXECUTIVE SESSION

City Council will meet in Executive Session pursuant to:

Section 551.074 of the Local Government Code: Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

City Attorney Evaluation.

Consider and take appropriate action, if any, regarding the employment contract of the City Attorney.

Mayor Horn adjourned to Executive Session at 7:44 p.m.

RECONVENE TO OPEN SESSION

Mayor Horn reconvened the meeting to Open Session at 9:24 p.m.

Council member Starkey moved to approve the City Attorney contract as amended. Seconded by Council member Castro; motion carried by vote of 7 Ayes.

ADJOURNMENT

Mayor Horn adjourned the meeting at 9:25 p.m.

PASSED and APPROVED the 20th day of May, 2021.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 5/20/2021

Department: City Secretary

Contact: Dixie Roberts, City Secretary

Agenda Item: Consider Resolution 21-R-11, declaring the results of the General Election held on May 1, 2021, for the purpose of electing a member to City Council At Large Position 1, District B, and District C; and providing for other related matters.

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

Summary: The official canvassing for this special election was held on Tuesday, May 11, 2021, at 5:31 p.m., attended by Mayor Horn, and Council members Starkey and Vela. A meeting notice was required and was posted for said canvassing. May 12, 2021 was the statutory last day to canvass this election. State Election Code, Chapter 67, states that a full quorum of the governing body is not required for the canvassing of an election and can be completed with only two (2) members of the governing body in attendance. At the canvassing, the election returns were read aloud by the City Secretary and an affidavit was signed by those in attendance declaring the official results.

Resolution 21-R-11 formally declares the results of the May 1, 2021 General Election in resolution and minute format, where it will be maintained as an official record of the City. The election returns for each item on the ballot do not have to be read orally at the May 20, 2021 City Council meeting, as this was done at the official canvassing on Tuesday, May 11, 2021, electing Keko Moore to City Council At Large Position , Chris Vaughn, City Council District B, and Richard Garivey to City Council District C.

Staff recommends the approval of Resolution 21-R-11.

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:** 5/17/2021 SLH

Supporting documents attached:

- Resolution 21-R-11

Recommendation: Move to approve Resolution 21-R-11, declaring the results of the General Election held on May 1, 2021, for the purpose of electing a member to City Council At Large Position 1, District B, and District C; and providing for other related matters.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

RESOLUTION 21-R-11

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, DECLARING THE RESULTS OF THE GENERAL ELECTION HELD ON MAY 1, 2021, FOR THE PURPOSE OF ELECTING A MEMBER TO CITY COUNCIL AT LARGE POSITION 1, CITY COUNCIL DISTRICT B, AND CITY COUNCIL DISTRICT C; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, on May 1, 2021, a General Election was held in the City of Alvin, Texas, for the purpose of electing a member to City Council At Large Position 1, City Council District B, and City Council District C; and

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

WHEREAS, a total of 1,093 voters voted in such election; and

WHEREAS, the governing body as the canvassing authority of the City of Alvin, Texas, canvassed said returns on Tuesday May 11, 2021, and hereby declare the result of such General Election for public record;

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

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

Section 2. The official canvass of the returns of General Election held on May 1, 2021, reflect that the following named persons received the number of votes appearing opposite their names in the respective position to be filled:

City Council At Large Position 1		
	Total Votes	%
Lawrence McGaffie	316	32%
Keko Moore	680	68%

City Council District B		
	Total Votes	%
Chris Vaughn	84	100%

City Council District C		
	Total Votes	%
Dick Tyson	39	20%
Joshua Kaseman	26	14%
Richard Garivey	126	66%

Section 3. In accordance with the official canvass of the returns of the General Election held on May 1, 2021, the following persons were duly elected to the respective position as shown:

Council Member At Large Position 1: Keko Moore

Council Member District B: Chris Vaughn

Council Member District C: Richard Garivey

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

PASSED AND APPROVED on this the 20th day of May 2021.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 5/20/2021

Department: City Secretary

Contact: Dixie Roberts, Secretary

Agenda Item: Consider Ordinance 21-K, canvassing the returns and declaring the results of the special election held on May 1, 2021, regarding thirty-nine (39) propositions relating to the amendments of the Home Rule Charter of the City of Alvin.

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

Summary: The official canvassing for this special election was held on Tuesday, May 11, 2021, at 5:31 p.m., and attended by Mayor Horn, and Council member's Starkey and Vela. A meeting notice was required and was posted for said canvassing. May 12, 2021 was the statutory last day to canvass this election. State Election Code, Chapter 67, states that a full quorum of the governing body is not required for the canvassing of an election and can be completed with only two (2) members of the governing body in attendance. At the canvassing, the election returns were read aloud by the City Secretary and an affidavit was signed by those in attendance declaring the official results. All thirty nine (39) propositions on the ballot were approved by the voters.

Ordinance 21-K formally declares the results of the May 1, 2021 Special Election in ordinance and minute format where it will be maintained as an official record of the City. The election returns for each item on the ballot do not have to be read orally at this meeting since this was performed at the official canvassing on Tuesday, May 11, 2021.

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:** 5/13/2021 SLH

Supporting documents attached:

- Ordinance 21-K
- Attachment A

Recommendation: Move to approve Ordinance 21-K, canvassing the returns and declaring the results of the special election held on May 1, 2021, regarding thirty-nine (39) propositions relating to the amendments of the Home Rule Charter of the City of Alvin.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Manager ☒

ORDINANCE 21-K

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE SPECIAL ELECTION HELD ON MAY 1, 2021, REGARDING THIRTY-NINE (39) PROPOSITIONS RELATING TO THE AMENDMENTS OF THE HOME RULE CHARTER OF THE CITY OF ALVIN, TEXAS.

WHEREAS, on May 1, 2021, a special election was held in the City of Alvin, Texas, at which thirty-nine (39) propositions were submitted to the duly qualified, resident electors of the City for their action thereon, relating to proposed amendments to the City's home rule Charter; and

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

WHEREAS, the City Council of the City of Alvin, Texas, canvassed the election returns on May 11, 2021, and hereby declare the result of such special election; and

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

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

Section 2. The official canvass of the returns of the special election held on May 1, 2021, reflects the following:

PROPOSITION A		
FOR the proposed amendment throughout the entire Charter, that all instances of "Chief Financial Officer" be changed to "Director of Administrative Services" to reflect current practice.		806
AGAINST the proposed amendment throughout the entire Charter, that all instances of "Chief Financial Officer" be changed to "Director of Administrative Services" to reflect current practice.		169
MAJORITY FOR PROPOSITION A		83%

PROPOSITION B		
FOR the proposed amendment throughout the Charter, that all proper nouns, including Mayor, City Manager, City Secretary, City Attorney, Commission, Board, or any other titles or words be capitalized to reflect proper grammar??		888
AGAINST the proposed amendment throughout the Charter, that all proper nouns, including Mayor, City Manager, City Secretary, City Attorney, Commission, Board, or any other titles or words be capitalized to reflect proper grammar.		88
MAJORITY FOR PROPOSITION B		91%

PROPOSITION C	
FOR the proposed amendment of Article V, Section 8 of the City Charter changing the reference of “health officer” to “Health Authority” to reflect current practice.	761
AGAINST the proposed amendment of Article V, Section 8 of the Charter changing the reference of “health officer” to “Health Authority” to reflect current practice.	213
MAJORITY FOR PROPOSITION C	
	78%

PROPOSITION D	
FOR the proposed amendment of Article VII, Section 18, of the City Charter, changing the reference of “depository(ies)” to “depository or depositories” to reflect proper grammar.	847
AGAINST the proposed amendment of Article VII, Section 18, of the City Charter, changing the reference of “depository(ies)” to “depository or depositories” to reflect proper grammar.	98
MAJORITY FOR PROPOSITION D	
	90%

PROPOSITION E	
FOR the proposed amendment of Article XI, Section 15, of the City Charter, removing the incorrect use of the word “separability”, and replacing with the correct word “severability”.	823
AGAINST the proposed amendment of Article XI, Section 15, of the City Charter, removing the incorrect use of the word “separability”, and replacing with the correct word “severability”.	113
MAJORITY FOR PROPOSITION E	
	88%

PROPOSITION F	
FOR the proposed amendment of Article I, Section 5, of the City Charter, changing the reference of “and limitations” to “or limitations” to reflect proper grammar.	842
AGAINST the proposed amendment of Article I, Section 5, of the City Charter, changing the reference of “and limitations” to “or limitations” to reflect proper grammar.	104
MAJORITY FOR PROPOSITION F	
	89%

PROPOSITION G	
FOR the proposed amendment to Article II, Section 2, of the City Charter, requiring candidates for the office of Mayor or Council member be residents of the City and of the District for which they represent for at least twelve (12) months instead of six (6) months.	876
AGAINST the proposed amendment to Article II, Section 2, of the City Charter, requiring candidates for the office of Mayor or Council member be residents of the City and of the District for which they represent for at least twelve (12) months instead of six (6) months.	85
MAJORITY FOR PROPOSITION G	
	91%

PROPOSITION H	
FOR the proposed amendment to Article II, Section 2, of the City Charter, by adding section headings of “For Candidacy and For Office Holders” providing for better clarity and readability.	858
AGAINST the proposed amendment to Article II, Section 2, of the City Charter, by adding section headings of “For Candidacy and For Office Holders” providing for better clarity and readability.	74
MAJORITY FOR PROPOSITION H	
	92%

PROPOSITION I	
FOR the proposed amendment to Article III, Section 2, of the City Charter, updating the language to provide a well-defined timeline for the application process when filing for a place on the ballot as required by state law.	884
AGAINST the proposed amendment to Article III, Section 2, of the City Charter, updating the language to provide a well-defined timeline for the application process when filing for a place on the ballot as required by state law.	55
MAJORITY FOR PROPOSITION I	
	94%

PROPOSITION J	
FOR the proposed amendment to Article IV, Section 6, of the City Charter, updating the language to ensure that all signatures on a petition are obtained in the manner as required by state law, and authorizing the correction of grammatical errors within the section without changing its intended meaning.	855
AGAINST the proposed amendment to Article IV, Section 6, of the City Charter, updating the language to ensure that all signatures on a petition are obtained in the manner as required by state law, and authorizing the correction of grammatical errors within the section without changing its intended meaning.	69
MAJORITY FOR PROPOSITION J	
	93%

PROPOSITION K	
FOR the proposed amendment to Article IV, Section 7, of the City Charter, updating the language clarifying that one (1) supplementary petition may be timely filed with the City Secretary as allowed by state law, and authorizing the correction of grammatical errors within the section without changing its intended meaning.	822
AGAINST the proposed amendment to Article IV, Section 7, of the City Charter, updating the language clarifying that one (1) supplementary petition may be timely filed with the City Secretary as allowed by state law, and authorizing the correction of grammatical errors within the section without changing its intended meaning.	85
Majority FOR Proposition K	
	91%

PROPOSITION L	
FOR the proposed amendment to Article IV, Section 9, of the City Charter, providing language allowing for the withdrawal of a petition once submitted, and authorizing the section to be renumbered accordingly.	781
AGAINST the proposed amendment to Article IV, Section 9, of the City Charter, providing language allowing for the withdrawal of a petition once submitted, and authorizing the section to be renumbered accordingly.	113
MAJORITY FOR PROPOSITION L	
	87%

PROPOSITION M	
FOR the proposed amendment to Article IV, Section 11, of the City Charter, providing language that will require at least 25% of the signatures obtained for a petition to recall an elected official reside within the specific city council district for which the recalled official represents.	796
AGAINST the proposed amendment to Article IV, Section 11, of the City Charter, providing language that will require at least 25% of the signatures obtained for a petition to recall an elected official reside within the specific city council district for which the recalled official represents.	106

MAJORITY FOR PROPOSITION M	88%
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PROPOSITION N	
FOR the proposed amendment to Article IV, Section 12, of the City Charter, to include language prohibiting a council member who has been removed from office become a candidate to succeed him/herself in an election called to fill his/her vacancy, and providing that such elected officials name shall not appear on a ballot for elective office of the city within a period of two (2) years following the date such elected official was removed from office.	802
AGAINST the proposed amendment to Article IV, Section 12, of the City Charter, to include language prohibiting a council member who has been removed from office become a candidate to succeed him/herself in an election called to fill his/her vacancy, and providing that such elected officials name shall not appear on a ballot for elective office of the city within a period of two (2) years following the date such elected official was removed from office.	102
MAJORITY FOR PROPOSITION N	89%

PROPOSITION O	
FOR the proposed amendment to Article IV, Section 13, of the City Charter, prohibiting a public officer from being recalled within six (6) months of an election, instead of within three (3) months.	643
AGAINST the proposed amendment to Article IV, Section 13, of the City Charter, prohibiting a public officer from being recalled within six (6) months of an election, instead of within three (3) months.	257
MAJORITY FOR PROPOSITION O	71%

PROPOSITION P	
FOR the proposed amendment to Article IV, Section 14, of the City Charter, allowing for the language within said section be updated for better clarity and readability without changing its intended meaning.	798
AGAINST the proposed amendment to Article IV, Section 14, of the City Charter, allowing for the language within said section be updated for better clarity and readability without changing its intended meaning.	86
MAJORITY FOR PROPOSITION P	90%

PROPOSITION Q	
FOR the proposed amendment to Article V, Section 2, of the City Charter, by removing the language pertaining to the designation of a person to perform City Manager duties, as it is addressed in Article V, Section 3.	669
AGAINST the proposed amendment to Article V, Section 2, of the City Charter, by removing the language pertaining to the designation of a person to perform City Manager duties, as it is addressed in Article V, Section 3.	161
MAJORITY FOR PROPOSITION Q	81%

PROPOSITION R	
FOR the proposed amendment to Article V, Section 3, of the City Charter, by adding language clarifying the duties of the City Manager and adding an additional paragraph stating that the City Manager shall designate a qualified person of the City to perform the duties of City Manager in	744

his/her absence and authorizing the correction of grammatical errors within the section without changing its intended meaning.	
AGAINST the proposed amendment to Article V, Section 3, of the City Charter, by adding language clarifying the duties of the City Manager and adding an additional paragraph stating that the City Manager shall designate a qualified person of the City to perform the duties of City Manager in his/her absence and authorizing the correction of grammatical errors within the section without changing its intended meaning.	108
MAJORITY <i>FOR</i> PROPOSITION R	87%

PROPOSITION S	
FOR the proposed amendment to Article V, Section 5, of the City Charter, by adding language clarifying the existence, composition, and definition of the police department.	745
AGAINST the proposed amendment to Article V, Section 5, of the City Charter, by adding language clarifying the existence, composition, and definition of the police department.	121
MAJORITY <i>FOR</i> PROPOSITION S	86%

PROPOSITION T	
FOR the proposed amendment to Article V, Section 10-11, of the City Charter, be amended by adding the language in Section 11 to Section 10 stating that classification of employees shall not apply to board members, or other employees or persons appointed by Council under this Charter, or to the police officers covered under Chapter 143 of the Texas Local Government Code, as is current practice, and by deleting Section 11 in its entirety providing for better clarity and readability.	679
AGAINST the proposed amendment to Article V, Section 10-11, of the City Charter, be amended by adding the language in Section 11 to Section 10 stating that classification of employees shall not apply to board members, or other employees or persons appointed by Council under this Charter, or to the police officers covered under Chapter 143 of the Texas Local Government Code, as is current practice, and by deleting Section 11 in its entirety providing for better clarity and readability.	146
MAJORITY <i>FOR</i> PROPOSITION T	82%

PROPOSITION U	
FOR the proposed amendment to Article V, Section 14, of the City Charter, by adding/removing language for better clarification and to properly reflect the liability of officers and employees due to gross negligence.	755
AGAINST the proposed amendment to Article V, Section 14, of the City Charter, by adding/removing language for better clarification and to properly reflect the liability of officers and employees due to gross negligence.	105
MAJORITY <i>FOR</i> PROPOSITION U	88%

PROPOSITION V	
FOR the proposed amendment to Article VI, Section 2, of the City Charter by adding/deleting language to simplify the section without changing the intended meaning and clarifying that municipal judges are 'appointed' by Council, and are not elected positions?	722
AGAINST the proposed amendment to Article VI, Section 2, of the City Charter by adding/deleting language to simplify the section without changing the intended meaning and clarifying that municipal judges are 'appointed' by Council, and are not elected positions.	128

MAJORITY FOR PROPOSITION V	85%
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PROPOSITION W	
FOR the proposed amendment to Article VII, Section 3, of the City Charter reflecting current practice that the City Secretary make the budget available to all persons.	834
AGAINST the proposed amendment to Article VII, Section 3, of the City Charter reflecting current practice that the City Secretary make the budget available to all persons.	54
MAJORITY FOR PROPOSITION W	94%

PROPOSITION X	
FOR the proposed amendment to Article VII, Sections 7, 8, and 9, of the City Charter by adding language in Section 7 that combines Sections 7, 8, and 9, providing for better clarity and readability, and deleting Sections 8 and Section 9 in its entirety.	697
AGAINST the proposed amendment to Article VII, Sections 7, 8, and 9, of the City Charter by adding language in Section 7 that combines Sections 7, 8, and 9, providing for better clarity and readability, and deleting Sections 8 and Section 9 in its entirety.	117
MAJORITY FOR PROPOSITION X	86%

PROPOSITION Y	
FOR the proposed amendment to Article VII, Section 10, of the City Charter, reflecting current practice that the City Manager has the authority to make interfund budgetary transfers and that all transfers must be complete within 60 days after the end of the fiscal year.	682
AGAINST the proposed amendment to Article VII, Section 10, of the City Charter, reflecting current practice that the City Manager has the authority to make interfund budgetary transfers and that all transfers must be complete within 60 days after the end of the fiscal year.	160
MAJORITY FOR PROPOSITION Y	81%

PROPOSITION Z	
FOR the proposed amendment to Article VII, Section 14, of the City Charter, by removing the word “income” and replacing with “revenue or resources” for better clarification and readability without changing its intended meaning.	708
AGAINST the proposed amendment to Article VII, Section 14, of the City Charter, by removing the word “income” and replacing with “revenue or resources” for better clarification and readability without changing its intended meaning.	133
MAJORITY FOR PROPOSITION Z	84%

PROPOSITION AA	
FOR the proposed amendment to Article VII, Section 15, of the City Charter, by rewording the section for better clarity and transparency without changing its intended meaning.	740
AGAINST the proposed amendment to Article VII, Section 15, of the City Charter, by rewording the section for better clarity and transparency without changing its intended meaning.	102
MAJORITY FOR PROPOSITION AA	88%

PROPOSITION BB	
FOR the proposed amendment Article VII, Section 30, of the City Charter, reflecting current practice that the City contracts with the Brazoria County Tax Assessor to collect City taxes, and	721

removing the language that the City Manager shall collect taxes, or take action to collect delinquent taxes.	
AGAINST the proposed amendment Article VII, Section 30, of the City Charter, reflecting current practice that the City contracts with the Brazoria County Tax Assessor to collect City taxes, and removing the language that the City Manager shall collect taxes, or take action to collect delinquent taxes.	126
MAJORITY FOR PROPOSITION BB	85%

PROPOSITION CC	
FOR the proposed amendment to Article VII, Section 30, of the City Charter, be amended by removing the words “approval role” and “effective tax rate” and replacing with “appraisal roll” and “no new revenue tax rate” to reflect terminology in the Texas Property Code.	726
AGAINST the proposed amendment to Article VII, Section 30, of the City Charter, be amended by removing the words “approval role” and “effective tax rate” and replacing with “appraisal roll” and “no new revenue tax rate” to reflect terminology in the Texas Property Code.	113
MAJORITY FOR PROPOSITION CC	87%

PROPOSITION DD	
FOR the proposed amendment to Article VII, Section 31, of the City Charter, by removing the phrase “may deem <i>expedient</i> ” and replace with “may deem <i>necessary</i> ” to provide for the appropriate terminology.	751
AGAINST the proposed amendment to Article VII, Section 31, of the City Charter, by removing the phrase “may deem <i>expedient</i> ” and replace with “may deem <i>necessary</i> ” to provide for the appropriate terminology.	95
MAJORITY FOR PROPOSITION DD	89%

PROPOSITION EE	
FOR the proposed amendment to Article VIII, Section 3, of the City Charter, by updating the language within said section providing for better clarity and readability without changing its intended meaning.	727
AGAINST the proposed amendment to Article VIII, Section 3, of the City Charter, by updating the language within said section providing for better clarity and readability without changing its intended meaning.	100
MAJORITY FOR PROPOSITION EE	88%

PROPOSITION FF	
FOR the proposed amendment to Article VIII, Section 5, of the City Charter, including additional language that gives the commission the authority to approve amended plats, minor plats, or replats involving four (4) or fewer lots fronting an existing street, that do not require the creation of any new street or extension of municipal facilities as authorized by state law.	653
AGAINST the proposed amendment to Article VIII, Section 5, of the City Charter, including additional language that gives the commission the authority to approve amended plats, minor plats, or replats involving four (4) or fewer lots fronting an existing street, that do not require the creation of any new street or extension of municipal facilities as authorized by state law.	175
MAJORITY FOR PROPOSITION FF	79%

PROPOSITION GG	
FOR the proposed amendment to Article VIII, Section 6, of the City Charter, concerning zoning and land use agency be deleted because the City does not have zoning.	647
AGAINST the proposed amendment to Article VIII, Section 6, of the City Charter, concerning zoning and land use agency be deleted because the City does not have zoning.	197
MAJORITY FOR PROPOSITION GG	
	77%

PROPOSITION HH	
FOR the proposed amendment to Article VIII, Section 7, of the City Charter, providing additional requirements for the adoption of a zoning ordinance be deleted as state law governs how a city may adopt zoning.	641
AGAINST the proposed amendment to Article VIII, Section 7, of the City Charter, providing additional requirements for the adoption of a zoning ordinance be deleted as state law governs how a city may adopt zoning.	191
MAJORITY FOR PROPOSITION HH	
	77%

PROPOSITION II	
FOR the proposed amendment to Article IX, Section 1, of the City Charter, by updating the language within said section providing for better readability and for clarification that members of said board are appointed by Council.	715
AGAINST the proposed amendment to Article IX, Section 1, of the City Charter, by updating the language within said section providing for better readability and for clarification that members of said board are appointed by Council.	105
MAJORITY FOR PROPOSITION II	
	87%

PROPOSITION JJ	
FOR the proposed amendment to Article IX, Sections 4 and 5, of the City Charter, by updating the language within said sections providing for better clarity and readability without changing its intended meaning.	721
AGAINST the proposed amendment to Article IX, Sections 4 and 5, of the City Charter, by updating the language within said sections providing for better clarity and readability without changing its intended meaning.	93
MAJORITY FOR PROPOSITION JJ	
	89%

PROPOSITION KK	
FOR the proposed amendment to Article X, Section 5, of the City Charter, be amended by updating the language within said section providing for better clarity and readability without changing its intended meaning.	728
AGAINST the proposed amendment to Article X, Section 5, of the City Charter, be amended by updating the language within said section providing for better clarity and readability without changing its intended meaning.	92
MAJORITY FOR PROPOSITION KK	
	89%

PROPOSITION LL	
FOR the proposed amendment to Article XI, Section 16, of the City Charter, by adding language that allows for the publication of the Charter Report in accordance with state law.	756

AGAINST the proposed amendment to Article XI, Section 16, of the City Charter, by adding language that allows for the publication of the Charter Report in accordance with state law.	80
MAJORITY FOR PROPOSITION LL	90%

PROPOSITION MM	
FOR the proposed amendment to Article XI, Section 17, of the City Charter, by adding language that clarifies that this section pertains to the original Charter document submitted in 1962.	730
AGAINST the proposed amendment to Article XI, Section 17, of the City Charter, by adding language that clarifies that this section pertains to the original Charter document submitted in 1962.	103
MAJORITY FOR PROPOSITION MM	88%

Section 3. A majority of all votes cast in the special election were cast for Propositions A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, CC, DD, EE, FF, GG, HH, II, JJ, KK, LL, MM in the special election.

Section 4. The above and foregoing totals are shown in the official election returns of the special election submitted to the City Council and filed with the City Secretary; and

Section 5. The special election held in the City of Alvin, Texas, on May 1, 2021, which is more fully described in the preamble of this Ordinance, was called and notice thereof was given in accordance with law. Only qualified, resident electors of the City voted in the special election. Returns of the special election have been lawfully made by the proper officials. The special election has resulted favorably to the adoption of Proposed Amendments A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, CC, DD, EE, FF, GG, HH, II, JJ, KK, LL, MM to the Home Rule Charter of the City of Alvin with a majority of the qualified voters voting at the special election having voted in favor of Propositions A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, CC, DD, EE, FF, GG, HH, II, JJ, KK, LL, MM submitted at such special election.

Section 6. Proposed Amendments A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, CC, DD, EE, FF, GG, HH, II, JJ, KK, LL, MM as approved and adopted by a majority of the qualified voters voting at such special election, shall become a part of the Charter of the City, and it is hereby declared that each of the amendments to the Charter, as fully set out in this Ordinance, are hereby adopted as inscribed in **Attachment A**.

Section 7. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code and said notice and posting are hereby authorized, approved, resolved, ratified, and confirmed.

PASSED AND APPROVED this 20th day of May, 2021.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Paul A. Horn, Mayor

Dixie Roberts, City Secretary

ATTACHMENT A
INLINE REVISIONS AS APPROVED BY THE
MAY 1, 2021 SPECIAL CHARTER ELECTION

PART I - CHARTER^{[1](#)} -

PREAMBLE

In order to establish a municipal government which will preserve and protect the God-given and lawful rights, and the equal status under the law of every citizen, regardless of race, sex, creed or political affiliations, which will attract able and sincere people to public service, and which will ensure the proper and efficient expenditure of the public funds, the people of this community, exercising their rights of self government and affirming their beliefs in those principles do ordain these provisions for the Charter of this city.

(Res. No. 79-R-6, § 3, 4-9-79)

Footnotes:

--- (1) ---

Editor's note— The city's Charter was adopted by vote of the people at an election held on February 23, 1963, and is included herein for the benefit of the user of this Code. The special election was called by Ordinance No. 63-A and the results thereof were declared by Ordinance No. 63-D, which ordinance declared the Charter to be in full force and effect from and after February 28, 1963.

The Charter is printed herein as originally adopted, including arrangement, article headings and catchlines.

ARTICLE I. - INCORPORATION, FORM OF GOVERNMENT, AND GENERAL POWERS

Sec. 1. - Incorporation.

The inhabitants of the City of Alvin in Brazoria County, Texas, within the corporate limits as now established and as hereafter altered, shall continue to be and are hereby constituted a municipal body politic and corporate, in perpetuity, under the name of "CITY OF ALVIN," hereinafter referred to as the "City," and having such powers, privileges, rights, duties and immunities as are herein provided.

Sec. 2. - Form of government.

The municipal government provided by this Charter shall be the council-manager form of government. Pursuant to the provisions of, and subject only to the limitations imposed by the state and federal constitution, the state and federal laws, and this Charter, all powers of the city shall be vested in an elective council, hereinafter referred to as the "eCouncil," which shall enact legislation, adopt budgets, determine policies, and appoint the eCity mManager, who shall execute the laws and administer the government of the city.

(Res. No. 79-R-6, § 3, 4-9-79; Ord. No. 86-D, 2-12-86; Ord. No. 86-J, § 3, 4-9-86)

Sec. 3. - General powers of the city.

The city shall be a home rule city, with full power of local self-government, including the right to amend this Charter, as provided by the constitution and laws of this state. It shall have all the powers granted to

cities by the constitution and laws of the State of Texas, together with all the implied powers necessary to carry into execution such granted powers.

It may use a corporate seal; may sue and be sued, provided that such shall never be construed as a waiver by the city of any immunity or defense; may contract and be contracted with; may adopt ordinances, establish programs and appropriate city funds and monies to accomplish any public purpose; provide economic development programs for the development of the city, including but not limited to grants and loans not inconsistent with state law; may cooperate with the government of the State of Texas, or any agency or political subdivision thereof, or the federal government or its agencies, to accomplish any lawful purpose for the advancement of the interest, welfare, health, morals, comfort, safety, and convenience of the city and its inhabitants; may acquire property within or without its corporate limits for any municipal purposes in fee simple, or in any lesser interest or estate, by purchase, gift, devise, lease or condemnation, and subject to the provisions of this Charter, may sell, lease, mortgage, hold, manage, and control such property as may now or hereafter be owned by it; may pass ordinances and enact such regulations as may be expedient for the maintenance of good government, order, and peace of the city and the welfare, health, morals, comfort, safety, and convenience of its inhabitants; and shall have and may exercise all municipal powers, functions, rights, privileges and immunities of every kind and nature whatsoever, subject only to the limitations imposed by the state and federal constitution, the state and federal laws, and this Charter.

The enumeration of particular powers by this Charter shall not be judged to be exclusive and, in addition to the powers enumerated or implied herein, it is intended that the city shall have and may exercise all powers which, under the constitution and laws of this state, it would be competent for this Charter specifically to enumerate.

(Res. No. 79-R-6, § 3, 4-9-79; Ord. No. 06-J, § 1, 2-16-06; Ord. No. 09-H, § 1, 5-9-09)

Sec. 4. - Streets and public property.

The city shall have exclusive dominion, control and jurisdiction in, upon, over and under the public streets, sidewalks, alleys, highways, public squares and public ways within the corporate limits of the city, and in, upon, over and under all public property of the city. With respect to each and every public street, sidewalk, alley, highway, public square, public park or other public way within the corporate limits of the city, the city shall have the power to establish, maintain, improve, alter, abandon, or vacate the same; to regulate, establish, or change the grade thereof; to control and regulate the use thereof; and to abate and remove in a summary manner any encroachment thereon.

Sec. 5. - Annexation and disannexation.

The eCouncil may by ordinance unilaterally annex or disannex any land, property or territory upon its own initiative, or upon a petition submitted by a majority of the voters residing within the territory being annexed or disannexed, upon petition by the owners of the property, or upon a petition signed by a majority of the property owners in a platted subdivision. The eCouncil may disannex or release extraterritorial jurisdiction when in the best interest of the city. The procedure for the establishment, modification or extension of the city boundaries, and the annexation or disannexation of territory, may not be inconsistent with any applicable requirements ~~and or~~ limitations established by state law; upon final passage of an ordinance, fixing, establishing or modifying the boundaries of the city, or annexing or disannexing any property by any method prescribed herein, the boundaries of the city shall be so extended or modified as provided in such ordinance. Upon an ordinance annexing property into the city, the territory described in the ordinance shall become a part of the city, and the said land and its residents and future residents shall be bound by the acts, ordinances, codes, resolutions and regulations of the eCity.

(Ord. No. 06-J, § 1, 2-16-06; Res. No. 17-R-14, 5-18-17)

Editor's note— Ord. No. 06-J, § 1, adopted February 16, 2006, amended article I, section 5 in its entirety to read as herein set out. Formerly, article I, section 5 pertained to change of boundaries,

and derived from Res. No. 68-R-7, adopted April 18, 1968; Ord. No. 86-D, adopted December 12, 1986, and Ord. No. 86-J, adopted April 9, 1986.

ARTICLE II. - THE COUNCIL

Sec. 1. - Governing body.

- (a) The governing body of the city shall be a **Ceity eCouncil** composed of seven (7) councilmembers and a mayor, each elected for a term of three years. The council districts shall be designated as Districts A, B, C, D and E and At-Large Positions 1 and 2. The mayor and councilmembers for At-Large Positions 1 and 2 shall be elected from the city at-large. Councilmembers for Districts A, B, C, D and E shall each be elected by vote of the qualified voters residing within a corresponding lettered single member district established by ordinance. The terms of the mayor and councilmembers shall be staggered three year terms. No mayor or councilmember may serve more than three (3) consecutive terms of office (inclusive of unexpired terms) without abstaining from holding office for the position of mayor or councilmember of the city for at least one full term of office.

The mayor and each councilmember shall serve until his or her successor is elected or appointed and qualified to serve. The regular term of office of the mayor and the councilmembers shall commence on the first Thursday following the canvass of the election at which they receive a majority vote. A member of the **Council** elected in a run-off election shall take office on the first Thursday following the day on which the votes for the run-off election are canvassed. The remaining term of a member of **eCouncil** elected at a special election shall commence on the first Thursday after the canvass of votes for the election at which they receive a majority of the votes cast for the office.

- (b) For the purpose of term limits, the office of Mayor shall be considered a separate office from other Council positions; and a member of **eCouncil** may serve up to three (3) terms and be elected to the office of Mayor for three (3) terms, with or without a break in service. A person elected to fill a vacant office shall be deemed to have held that office for a full term if the person serves in that office for more than fifty percent (50%) of the full term.

(Res. No. 68-R-7, 4-18-68; Res. No. 73-R-13, § 3, 4-9-73; Res. No. 75-R-6, § 2, 4-7-75; Res. No. 77-R-12, § 3, 4-5-77; Res. No. 79-R-6, § 3, 4-9-79; Ord. No. 86-D, 2-12-86; Ord. No. 86-J, § 3, 4-9-86; Ord. No. 92-E, § 1, 3-5-92; Ord. No. 92-J, § 3, 5-4-92; Ord. No. 94-I, § 1, 3-17-94; Ord. No. 94-BB, § 3, 5-9-94; Ord. No. 02-E, § 1, 3-7-02; Ord. No. 06-J, § 1, 2-16-06; Res. No. 17-R-14, 5-18-17)

Editor's note— Ord. No. 06-J, § 1, adopted February 16, 2006, changed the title of article II, § 1 from "Number and term of office" to "Governing body."

Pursuant to Civil Action No. G-84-436, U.S. District Court for the Southern District of Texas, Galveston Division, the city's at-large election scheme was eliminated and a "5-2-1 plan" adopted, whereby councilmembers would be elected as set out in § 1. Prior to amendment, councilmember positions were designated "Members of the Council, Place Number 1, 2, 3, 4, 5, 6, and 7" and the terms of office staggered such that Place Numbers 3, 5 and 6 were filled at the same regular city election, Place Numbers 1, 4 and 7 were filled at the same regular city election, and Place Number 2 was filled at the same regular city election as the position of mayor.

Sec. 2. - Qualifications.

(a) For Candidacy

On the day prior to the date of the scheduled election to be held for such office, the **m**Mayor and **e**Councilmembers shall: (i) be at least eighteen years of age; (ii) be citizens of the United States; (iii) be qualified voters of the city; (iv) have been residents of the State of Texas for at least twelve **(12)** consecutive months; (v) have been residents of the city and the district for which they seek election, or an area having been annexed into the city and/or the district, for at least **six-twelve (12)** consecutive months; (vi) not be delinquent on any indebtedness to the city; and (vii) meet all other qualifications for eligibility set forth in the Texas Election Code. No city employee shall be eligible to file for election as a member of the **e**Council; and no candidate for mayor or council shall hold any other elective public office, or any paid appointive office of the city.

~~If the mayor or any councilmember becomes delinquent in any indebtedness, to the city, the city chief financial officer shall inform the city secretary who shall then inform the delinquent mayor or councilmember, within seventy-two hours of receiving such notice. If the indebtedness is not paid by the close of regular business hours on the date of the second regular council meeting after notice is given by the city secretary, the council shall cause the matter to be placed on the agenda and shall declare the office then held by the delinquent mayor or councilmember to be vacant. Further, the mayor or councilmember must resign before filing for any other public office, other than the position then held as mayor or councilmember, unless the election for such other office is scheduled to be held after the expiration of his/her term of office.~~

(b) For Office Holders

If the **m**Mayor or any **e**Councilmember ceases to possess any of the qualifications of office, including continuous residency within the City and, as applicable, the district from which elected during the term of office, his/her office shall, upon such fact being determined by the **e**Council, immediately become vacant; provided that if the residence of the **m**Mayor or a **e**Councilmember is disannexed or located in another district as a result of redistricting, the **m**Mayor or **e**Councilmember shall serve the remainder of his or her term of office. Except as otherwise provided herein, if the **m**Mayor or any **e**Councilmember shall cease to possess any of the above-mentioned qualifications, or be convicted of a felony, his/her office shall immediately become vacant.

(Ord. No. 66-B, 2-15-66; Res. No. 73-R-13, 4-9-73; Ord. No. 86-D, 2-12-86; Ord. No. 86-J, § 3, 4-9-86; Ord. No. 88-R, § 5, 5-9-88; Ord. No. 99-H, § 1, 2-18-99; Ord. No. 06-J, § 1, 2-16-06; Res. No. 17-R-14, 5-18-17)

Editor's note— Ord. No. 66-B was adopted by referendum on April 5, 1966.

Sec. 3. - Reserved.

Editor's note— Res. No. 17-R-14, adopted by voters on May 18, 2017, repealed section 3 which pertained to transition and derived from Ord. No. 06-J, § 1, adopted February 16, 2006.

Sec. 4. - Vacancies in office.

The office of **m**Mayor or **e**Councilmember shall become vacant upon the death, resignation, removal from office or for other disqualification to hold such office. Any vacancy or vacancies, whether in the office of **m**Mayor or **e**Councilmember, shall be filled by special election called for such purpose; provided however, a vacancy occurring for the office of **m**Mayor or **e**Councilmember that has an unexpired term of twelve (12) months or less may be filled by appointment by **e**Council. If council elects or is otherwise required by law, to call a special election to fill a vacancy then the date for a special election to fill such vacancy shall be the first uniform election date after the vacancy occurs and for which there is sufficient time to call and give notice of the election as required by law. If such vacancy occurs and no election date falls within 120 days after the date of such vacancy, the council shall, without regard for the specified uniform election dates,

order such election to be held on a Saturday within 120 days from the date of such vacancy. All vacancies shall be filled for the remainder of the unexpired term of the office so filled.

(Ord. No. 06-J, § 1, 2-16-06; Res. No. 17-R-14, 5-18-17)

Editor's note— Ord. No. 06-J, § 1, adopted February 16, 2006, amended article II, section 4 in its entirety to read as herein set out. Formerly, article II, section 4 pertained to the power of council, and derived from original codification.

Sec. 5. - Power of council.

All powers and authority which are expressly or impliedly conferred on or possessed by the city shall be vested in and exercised by the council; provided, that the eCouncil shall not exercise those powers which are expressly conferred upon other city officers by this Charter.

(Ord. No. 06-J, § 1, 2-16-06)

Sec. 6. - Investigative powers of the council.

The eCouncil shall have the power to inquire into the official conduct of any department, agency, office, officer, or employee of the city, and into any other matters of proper concern to the city. For this purpose the eCouncil shall have the power to administer oaths, subpoena witnesses, and to compel the production of books, papers, and other evidence material to the inquiry. The eCouncil may provide by ordinance penalties for contempt in failing or refusing to obey any such subpoena or to produce any such books, papers or other evidence and shall have the power to punish any such contempt in the manner provided by that ordinance.

(Ord. No. 06-J, § 1, 2-16-06; Res. No. 17-R-14, 5-18-17)

Sec. 7. - Interference in administrative matters.

Neither the eCouncil nor any of its members shall direct or request the eCity mManager or any of his/her subordinates to appoint or to remove from office or employment any person except a person whose office is filled by appointment of the eCouncil under the provisions of this Charter. Except for the purpose of inquiry and investigation, the eCouncil and its members shall deal with the administrative services of the city solely through the eCity mManager; and neither the eCouncil nor any member thereof shall give orders to any subordinate of the eCity mManager, either publicly or privately.

(Ord. No. 86-D, 2-12-86; Ord. No. 86-J, § 3, 4-9-86)

Sec. 8. - Mayor and mayor pro tem.

The mMayor shall be the chief executive officer of the city. The mMayor shall preside at all meetings of the eCouncil and shall be recognized as head of the city government for all ceremonial purposes, for the purpose of receiving service of civil process, for emergency purposes, and for military purposes. Although he/she shall have no regular administrative duties, the mMayor shall have the duty of overseeing the general welfare of the city, staying abreast of and projecting the needs of the city, and recommending legislation to the eCouncil to address such objectives. The mMayor, as a member of the eCouncil, shall be entitled to vote only in case of a tie and shall have the power to veto any ordinance or resolution enacted or adopted by the eCouncil with the exception of ordinances enacted pursuant to the initiative or referendum process set forth in this Charter. To be effective the veto must be accompanied by a veto message setting forth in writing the mMayor's reasons for such veto. The veto and veto message must be filed with the eCity

Secretary within seven (7) working days of final reading of the ordinance or resolution. The City Secretary shall deliver the mayor's veto and veto message to the city council at or before its next regularly scheduled meeting and such veto and veto message shall automatically be placed on the council agenda at the next regularly scheduled meeting. At any meeting of the council held not less than seven (7) nor more than thirty (30) days after the mayor has vetoed any ordinance or resolution of the Council, the Council may override such veto by an affirmative vote of two-thirds ($\frac{2}{3}$) of the council. In that event such ordinance or resolution shall be considered finally passed and approved and shall not be subject to further veto. At the first regular meeting following the election of members of Council, the Mayor shall appoint one of its members as Mayor Pro Tem, subject to approval by the Council. The Mayor Pro Tem shall serve for one year and shall act as Mayor during the absence or disability of the Mayor, and shall have power to perform every act the Mayor could perform if present.

In the event of the absence, disability or disqualification of both mayor and Mayor Pro Tem at any particular meeting of the council, the remaining members shall elect one member as acting Mayor, and he/she shall have power to perform every act for such meeting that the Mayor could if present.

(Res. No. 73-R-13, § 3, 4-9-73; Res. No. 81-R-12, § 3, 4-16-81; Ord. No. 86-D, 2-12-86; Ord. No. 86-J, § 3, 4-9-86; Ord. No. 88-R, § 5, 5-9-88; Ord. No. 94-I, § 1, 3-17-94; Ord. No. 94-BB, § 3, 5-9-94; Ord. No. 06-J, § 1, 2-16-06; Res. No. 17-R-14, 5-18-17)

Sec. 9. - Meetings of Council.

There shall be regular meetings of the Council which shall be held at such times and places as shall be prescribed by ordinance or resolution. Special meetings which shall be for a specific purpose (or purposes) may be called at any time by the City Manager upon request of the Mayor or four (4) Councilmembers. Notice of special meetings shall be given to each member of the Council. Such notice shall include a statement of the purpose of the special meeting.

(Res. No. 79-R-6, § 3, 4-9-79; Ord. No. 86-D, 2-12-86; Ord. No. 86-J, § 3, 4-9-86; Ord. No. 06-J, § 1, 2-16-06; Res. No. 17-R-14, 5-18-17)

Sec. 10. - Rules of procedure.

The Council shall by ordinance determine its own rules and order of business. A quorum of the Council, which shall consist of four (4) Councilmembers and the presiding officer, shall be necessary for the transaction of all business; but no ordinance shall be of any force or effect unless it is adopted by the favorable vote of a majority of the Council. A majority of the Council shall consist of four (4) Councilmembers or three (3) Councilmembers and the presiding officer. If a member of the Council is absent from three (3) consecutive regular meetings without explanation acceptable to a majority of the council, his/her office shall be declared vacant at the next regular meeting. The Council may adopt such rules, and prescribe such penalties as it may see fit to enforce the attendance of its members at all regular and called meetings of the Council or its committees. Minutes of all meetings of the Council shall be taken and recorded by the City Secretary or his/her assistant, and such minutes shall constitute a public record. An abstention from voting shall constitute and be recorded as a "no" vote unless the councilmember has filed an affidavit declaring a conflict of interest under state law in which case the abstention shall constitute neither a "no" nor "yes" vote and shall be recorded as an abstention.

(Ord. No. 66-B, 2-15-66; Res. No. 79-R-6, § 3, 4-9-79; Ord. No. 86-D, 2-12-86; Ord. No. 86-J, § 3, 4-9-86; Ord. No. 94-I, § 1, 3-17-94; Ord. No. 94-BB, § 3, 5-9-94; Ord. No. 06-J, § 1, 2-16-06; Res. No. 17-R-14, 5-18-17)

Sec. 11. - Procedure to enact legislation.

The eCouncil shall legislate by ordinance only, and the enacting clause of every ordinance shall be "Be it ordained by the City Council of the City of Alvin." All ordinances, unless otherwise provided by law or this Charter or by the terms of such ordinance, shall take effect immediately upon the final passage thereof.

(Ord. No. 06-J, § 1, 2-16-06)

Sec. 12. - Publication of ordinances.

The descriptive caption of every ordinance imposing any penalty, fine or forfeiture for any violation of its provisions shall be published in the official newspaper or as otherwise authorized by state law and every such ordinance shall not take effect until ten (10) days after the date of publication.

(Ord. No. 06-J, § 1, 2-16-06; Res. No. 17-R-14, 5-18-17)

Sec. 13. - Code of Ordinances.

The Code of Ordinances adopted on January 10, 1962, shall continue in effect and eCouncil shall revise, expand or recodify as may be required by law or the needs of the city. A printed copy of the city's Code of Ordinances shall be admitted in evidence without further proof and shall be prima facie evidence in all courts of the existence and regular enactment of all ordinances herein set forth.

(Ord. No. 06-J, § 1, 2-16-06)

ARTICLE III. - ELECTIONS

Sec. 1. - Calling and regulating elections.

City elections shall be ordered, notice thereof given and held as provided in the Texas Election Code, and the council shall establish the procedures and order elections except as provided therein. The general city election to elect officers whose offices become vacant that year shall be held on the first Saturday in May of each year, or if such not be authorized, the date nearest thereto as may be established by law. The eCouncil may by ordinance call such special elections as are authorized by this charter or state law, fix the time of holding such elections, and provide all means for holding such special elections; provided that every special election shall be held on a uniform election date, or a Saturday, unless otherwise provided by law or this charter.

(Ord. No. 66-B, 2-15-66; Ord. No. 88-R, § 5, 5-9-88; Ord. No. 92-E, § 1, 3-5-92; Ord. No. 92-J, § 3, 5-4-92; Ord. No. 06-J, § 1, 2-16-06)

Sec. 2. - Filing for office.

Candidates filing for office shall make application for a place on the ballot within the times prescribed by the Texas Election Code. In the absence of a filing deadline established by state law, an application for a place on the ballot must be filed not later than 5:00 p.m. of the 62nd day before election day. An application may not be filed earlier than the 30th day before the date of the filing deadline. ~~applications for a place on the ballot shall be filed not later than close of regular business hours of the 62nd day before election day and not earlier than the 30th day before the date of the filing deadline.~~ All applications shall designate the office sought. It shall be the duty of the eCity sSecretary to place the name of all qualified candidates, making timely application, on the official ballot.

(Ord. No. 86-D, 2-12-86; Ord. No. 86-J, § 3, 4-9-86; Ord. No. 06-J, § 1, 2-16-06; Ord. No. 13-C, § 1, 2-21-13, ref. 5-11-13; Res. No. 17-R-14, 5-18-17)

Sec. 3. - The official ballot.

The positions of the members of the **e**Council shall be designated on the official ballot as "Member of the **e**Council, Districts A, B, C, D and E, and At-Large Positions 1 and 2," and each candidate shall indicate the place that he/she desires to fill. Candidates for Districts A, B, C, D and E must reside within the boundaries of the district for which they seek election. Candidates for At-Large Positions 1 and 2 may reside in any portion of the city. The names of all candidates for office, except such as may have withdrawn, died or become ineligible, shall be placed on the official ballots without party designations in the order determined in a ballot drawing. Ballots and early voting shall be governed by the general election laws of the State of Texas.

(Res. No. 79-R-6, § 3, 4-9-79; Ord. No. 86-D, 2-12-86; Ord. No. 86-J, § 3, 4-9-86; Ord. No. 92-E, § 1, 3-5-92; Ord. No. 92-J, § 3, 5-4-92; Ord. No. 96-V, § 3, 5-6-96; Res. No. 17-R-14, 5-18-17)

Editor's note— Pursuant to Civil Action No. G-84-436, U.S. District Court for the Southern District of Texas, Galveston Division, the city's at-large election scheme was eliminated and a "5-2-1 plan" adopted, whereby councilmembers would be elected as set out in Art. II, § 1 of this Charter; councilmember positions would be designated on the official ballot and candidates could reside in the city as set out in Art. III, § 3. Prior to such amendment, councilmember positions on the official ballot were designated as "Member of the Council," Place Number 1, 2, 3, 4, 5, 6 and 7, and all candidates were permitted to reside in any portion of the city.

Sec. 4. - Election by majority; run-off election.

At any general or special municipal election, the candidate for each office who has received a majority of all votes cast for his/her particular office shall be declared elected. If no candidate for an elective office receives a majority of the votes cast for that position in the regular or special election, a run-off election shall be held between the two (2) candidates who received the greatest number of votes. Such run-off election shall be held in accordance with State election laws. The candidate receiving the highest number of votes cast for the office in the run-off election shall be declared elected. If the run-off results in a tie vote, the tie shall be broken in a manner authorized by the Texas Election Code, or by lot or chance as agreed by and between the candidates.

(Ord. No. 06-J, § 1, 2-16-06; Ord. No. 13-C, § 1, 2-21-13, ref. 5-11-13)

Editor's note— Ord. No. 06-J, § 1, adopted February 16, 2006, amended article III, section 4 in its entirety to read as herein set out. Formerly, article III, section 4 pertained to election by plurality, and derived from Res. No. 73-R-13, § 3, adopted April 9, 1973, and Res. No. 75-R-6, § 2, adopted April 7, 1975.

Pursuant to Civil Action No. G-84-436, U.S. District Court for the Southern District of Texas, Galveston Division, candidates for office shall be elected by plurality as set out in Art. III, § 4. Prior to such amendment, § 4 provided for election by majority vote, with run-off elections in instances where no candidate received a majority of the votes cast for a specific office.

ARTICLE IV. - INITIATIVE, REFERENDUM AND RECALL^[2]

Footnotes:

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Editor's note— Ord. No. 06-J, § 1, adopted February 16, 2006, amended article IV in its entirety to read as herein set out. Formerly, article IV pertained to similar subject matter, and derived from Res. No. 84-R-3, §§ 1(3—5), adopted January 24, 1984; Ord. No. 86-D, adopted February 12, 1986; Ord. No. 86-J, § 3, adopted April 9, 1986; Ord. No. 96-V, § 3, adopted May 6, 1996, and Ord. No. 99-H, § 1, adopted February 18, 1999.

Sec. 1. - General.

The citizens reserve the powers of initiative, referendum and recall, which may be exercised in the manner and subject to the limitations provided in this Article.

(Ord. No. 06-J, § 1, 2-16-06; Res. No. 17-R-14, 5-18-17)

Sec. 2. - Initiative.

Subject only to the limitations provided in this Article, the people of the city shall have the power to propose legislation on any local government issue, except legislation appropriating money, levying taxes, affecting zoning, annexing land, or setting rates, fees or charges.

(Ord. No. 06-J, § 1, 2-16-06; Res. No. 17-R-14, 5-18-17)

Sec. 3. - Referendum.

The people of the city shall have the power to require reconsideration by the eCity eCouncil of any adopted ordinance regarding any issue that would be a proper subject for an initiative. If the eCouncil fails to repeal an ordinance so reconsidered, the people of the city shall have the power to approve or reject the ordinance at an election. Such power shall not extend to the budget; capital expenditures; levy of taxes; any bonds, certificates of obligation or any similar obligations; zoning; annexation; or any rates, fees and charges; provided that tax increases shall be subject to petition as provided by state law.

(Ord. No. 06-J, § 1, 2-16-06)

Sec. 4. - Conflict.

No initiative or referendum action shall conflict with this charter, the constitution or any state statute.

(Ord. No. 06-J, § 1, 2-16-06)

Sec. 5. - Signatures.

Initiative and referendum petitions must be signed by registered voters residing within the city in number equal to twenty percent (20%) of the number of votes cast at the last general election of the city, or 200 registered voters, whichever number is greater. The signatures to the initiative or referendum petition need not all be appended to one paper, but each signer shall sign his or her name in ink or indelible pencil and shall add or cause to be added his or her place of residence by street and number, county of residence, printed name, voter registration number, precinct number and date of signature.

(Ord. No. 06-J, § 1, 2-16-06)

Sec. 6. - Commencement of proceedings.

- (a) A qualified voter may commence an initiative or referendum proceeding by filing with the eCity sSecretary the complete form of a petition proposed to be circulated, including signature pages, together with a copy of the full text of the initiative ordinance, or the ordinance to be reconsidered. The ordinance set forth with the petition shall be complete and in the proper form, including the caption. The petition may consist of one (1) or more copies, but each copy must include signature pages and the full text of the initiative ordinance, or the ordinance to be reconsidered.
- (b) The eCity sSecretary shall place the time and date on the petition and documents when filed, examine the filing for sufficiency as to form and place the time and date of the certification for circulation on such petition and documents. The eCity sSecretary shall provide a certified copy of such filing as certified for circulation to the person presenting same, the eCity mManager and the eCity aAttorney, and file a copy of such certified documents and petition in the archives of the city.
- (c) When filed, each paper of a petition shall have attached to it an affidavit executed by the circulator thereof stating that they personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in their presence, that they believe them to be the genuine signatures of the persons whose names they purport to be and that each signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be reconsidered.
- (d) The circulated petition(s) must be returned and refiled with the eCity sSecretary within ninety (90) days after the date the petition is certified for circulation. Signatures obtained prior to the date of such certification shall be invalid and a petition returned after the expiration of ninety (90) days shall not be considered.

(Ord. No. 06-J, § 1, 2-16-06; Res. No. 17-R-14, 5-18-17)

Sec. 7. - Examination and sufficiency.

The eCity sSecretary shall examine each signature separately and disqualify any signature not having all of the information required, or not found to be that of a qualified voter of the city, determine whether the petition contains the requisite number of valid signatures, and complete a certification as to the sufficiency of the petition signatures within fourteen (14) days following the date the circulated petition is filed with the eCity sSecretary. The petitioner shall be notified by certified mail of the sufficiency of, or any insufficiencies in, the petition.

If the petition is certified as sufficient, the eCity sSecretary shall present a certificate to the eCity mManager who shall cause the same to be placed on the agenda for the first council meeting that is three (3) or more days after the date of the certification.

If the petition is certified as insufficient due to the disqualification or invalidity of signatures the petitioner shall have fourteen (14) days following the date the number of signatures is found insufficient to file a one supplementary petition with additional signatures sufficient in number to equal the required number of signatures. Upon the supplementary petition(s) being timely filed, the eCity sSecretary shall have seven (7) days from the date such the supplementary petition is filed to certify the petition as sufficient or insufficient.

(Ord. No. 06-J, § 1, 2-16-06; Res. No. 17-R-14, 5-18-17)

Sec. 8. - Referendum-suspension of ordinance.

When an authorized referendum petition is certified by the eCity sSecretary as sufficient, the ordinance sought to be reconsidered shall be suspended; and such suspension shall continue until the council repeals the ordinance or the ordinance is upheld by election.

(Ord. No. 06-J, § 1, 2-16-06; Res. No. 17-R-14, 5-18-17)

Sec. 9. - Action on petition.

(a) Within thirty (30) days after the date an initiative petition has been certified to the eCouncil as sufficient, the eCouncil shall request a formal legal opinion from the eCity aAttorney on the legality of the proposed ordinance. If the eCity aAttorney issues a written opinion that the proposed ordinance is clearly and facially invalid, the eCouncil shall not be required to call an election on such initiative. Otherwise, within forty-five (45) days after an initiative or referendum petition has been certified to the eCouncil as sufficient, the eCouncil shall:

- (ai) Adopt the proposed initiative ordinance without any change in substance; or
- (bii) Repeal the referred ordinance; or
- (eiii) Call an election on the proposed or referred ordinance.

(b) The election on a proposed or referred ordinance shall be held on the next available uniform election date after the date of the council's action and for which notice may be timely given in compliance with state law and this charter. Such election may coincide with a regular city election should such election fall within the specified time. However, special elections on initiated or referred ordinances shall not be held more frequently than once each six (6) months and no ordinance substantially the same as a defeated initiative ordinance shall be adopted by the council or initiated within two (2) years after the date of the election. No referred ordinance repealed at an election may be readopted by the council within two (2) years from the date of the election at which such ordinance was repealed. Copies of the proposed or referred ordinances shall be made available at each polling place.

(c) An initiative or referendum petition may be withdrawn at any time prior to the 20th day preceding the day scheduled for a vote of the City by filing with the City Secretary a request for withdrawal signed by at least four individuals who signed the petition. Upon filing of such request, the petition shall have no further force or effect and all proceedings thereon shall be terminated.

(Ord. No. 06-J, § 1, 2-16-06)

Sec. 10. - Procedure and results of election.

Not more than thirty (30) and not less than fifteen (15) days prior to the special election, the eCity sSecretary shall cause the proposed or referred ordinance to be published in its entirety at least once in a newspaper of general circulation in the city.

The ballots used when voting upon such proposed and referred ordinances shall set forth the nature of the ordinance sufficiently to identify the ordinance and shall also set forth a proposition as provided in this charter. If a majority of the qualified voters voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results and shall be treated in all respects in the same manner as ordinances adopted by the eCouncil. If conflicting ordinances are approved at the same election, the ordinance receiving the greatest number of affirmative votes shall prevail.

An ordinance adopted by initiative may not be repealed or amended at any time prior to the expiration of two (2) years from the date of its adoption, except at an election held for such purpose or such amendment being approved by the eCouncil by not less than six (6) affirmative votes.

If a majority of the qualified voters on a referred ordinance vote against the ordinance, it shall be considered repealed upon certification of the election results. If a majority of the qualified voters voting on a referred ordinance vote for the ordinance, it shall be upheld and, in such event, may not again be the subject of a petition within twelve months following the date of such election.

(Ord. No. 06-J, § 1, 2-16-06; Res. No. 17-R-14, 5-18-17)

Sec. 11. - Power of recall.

The people of the city reserve the power to recall any elected city officer and may exercise the power by filing with the eCity sSecretary a petition signed by qualified voters of the city equal in number to at least twenty percent (20%) of the number of votes cast in the last general city election, or 200 registered voters, whichever number is greater, with at least twenty-five (25) percent of those signatures being from the district which the Council member is elected if the council member represents a specific district. -demanding the removal of the elected officer. The petition shall state the reason for the recall and shall be signed and verified as required for an initiative petition and shall include the additional requirement that the bottom of each page of the petition shall contain the original signature of the presenter of the petition. A separate petition must be filed for each officer being recalled. If the eCouncil orders a recall election for any member, such election shall be held in the manner provided in this Article. Notwithstanding, any other provision of this Article, if the officer being recalled is elected from a single member district, only the voters residing in that district can vote in that recall election.

(Ord. No. 06-J, § 1, 2-16-06; Ord. No. 09-H, § 1, 5-9-09; Res. No. 17-R-14, 5-18-17)

Sec. 12. - Recall election.

The provisions regulating examination, certification, and amendment of initiative petitions shall apply to recall petitions. If the eCity sSecretary certifies the petition as sufficient, the eCity eCouncil shall, at the first meeting for which timely notice may be given, order a special election to be held at the earliest time permitted by this charter and state law, to determine whether the officer shall be recalled. If a majority of votes cast at a recall election be for the recall of the officer, the office shall be declared vacant and such vacancy shall be filled in accordance with the provisions of this Charter for the filling of vacancies. A Council member thus removed shall not be a candidate to succeed himself or herself in an election called to fill the vacancy thereby created nor shall such elected official's name appear on a ballot for elective office of the City within a period of two (2) years following the date of the election at which such elected official was removed from office.

(Ord. No. 06-J, § 1, 2-16-06; Res. No. 17-R-14, 5-18-17)

Sec. 13. - Limitation on recall.

No recall petition shall be filed against an officer within six (6) months after taking office; no officer shall be subjected to more than one (1) recall election during a term of office; and no officer shall be recalled at an election held less than ~~three (3)~~ six (6) months prior to the expiration of the term of office being served by such officer.

(Ord. No. 06-J, § 1, 2-16-06)

Sec. 14. - Failure of city council to call an election.

If the eCity sSecretary shall certify the petition as sufficient and the eCity eCouncil shall fail or refuse to order such recall election, or to discharge any other duty imposed upon the council with reference to the recall, then any citizen of the city- who signed the petition may file suit in the district courts to compel and order the eCouncil to ~~order the election~~ carry out the provisions of the recall election.

(Ord. No. 06-J, § 1, 2-16-06; Res. No. 17-R-14, 5-18-17)

ARTICLE V. - ADMINISTRATIVE SERVICES

Sec. 1. - Appointment and qualifications of eCity mManager.

The eCouncil shall appoint a eCity mManager who shall be the chief administrative officer of the city and shall be responsible to the eCouncil for the administration of all the affairs of the city under his/her jurisdiction. He/she shall be chosen by the eCouncil solely on the basis of his/her executive and administrative training, experience and ability, and need not, when appointed, be a resident of the city. No member of the eCouncil shall, during the time for which he/she is elected and one year thereafter, be appointed or designated eCity mManager.

(Ord. No. 86-D, 2-12-86; Ord. No. 86-J, § 3, 4-9-86; Ord. No. 94-I, § 1, 3-17-94; Ord. No. 94-BB, § 3, 5-9-94)

Sec. 2. - Term and salary of eCity mManager.

The eCity eCouncil may employ the services of a city manager by contractual agreement. The eCity mManager, nonetheless, may be removed by a vote of at least four (4) members of the eCouncil. The action of the eCouncil in suspending or removing the eCity mManager shall be final, it being the intention of this Charter to vest all authority and fix all responsibility for such suspension or removal in the council. ~~In case of the absence or disability of the city manager, the council may designate some qualified person to perform the duties of the office during such absence or disability.~~ The eCity mManager shall receive such compensation as may be fixed by the eCouncil.

(Ord. No. 92-E, § 1, 3-5-92; Ord. No. 92-J, § 3, 5-4-92; Ord. No. 02-E, § 1, 3-7-02)

Sec. 3. - Powers and duties of the eCity mManager.

The City Manger shall be responsible to the City Council for the proper administration of all affairs of the City and to that end shall have the power and be required to:

- (a) ~~The city manager may h~~ire, appoint, and terminate department heads not specifically appointed by the eCouncil only with the advice and consent of eCity eCouncil. All other employees will be hired, employed, assigned, and terminated by the eCity mManager in accordance with procedures delineated in the personnel policies manual.
- (b) Prepare the budget annually and submit it to the council, and be responsible for its administration after adoption.
- (c) Prepare and submit to the eCouncil as of the end of each month a complete report on the finances and administrative activities of the city for the previous month and the year to date.
- (d) Keep the eCouncil advised of the financial condition and future needs of the city and make such recommendations as may seem desirable.
- (e) ~~The city manager shall p~~resent the eCouncil with an inventory of all city-owned property and equipment, including real property, at the time he/she presents his/her annual budget message. In order to meet this requirement, he/she shall cause to be established an event-oriented inventory management system and will cause a physical inventory to be made of all property at least once every two (2) years.
- (f) As a part of the annual budget message to eCouncil the eCity mManager shall provide the eCouncil with a written status report on all franchises granted by the city. The report shall address any problem areas and the annual revenues received from each franchise holder.
- (g) Perform such duties as may be prescribed by this Charter or may be required of him/her by the eCouncil not inconsistent with this Charter.

(h) In the absence of an Assistant City Manager, the City Manager shall designate, by letter filed with the City Secretary, a qualified Administrative Officer of the City to perform the duties of City Manager in his/her absence. In the event of long-term disability, resignation, or termination of the City Manager, the City Council shall appoint an acting City Manager for the duration of any such disability, or until City Council appoints a permanent City Manager. No member of the City Council shall serve as acting City Manager.

(Res. No. 84-R-3, § 1(7), 1-23-84; Ord. No. 86-D, 2-12-86; Ord. No. 86-J, § 3, 4-9-86; Ord. No. 94-I, § 1, 3-17-94; Ord. No. 94-BB, § 3, 5-9-94)

Sec. 4. - Administrative departments.

There shall be such administrative departments as are established by this Charter and may be established by ordinance, and excepting where otherwise provided in this Charter these administrative departments shall be under the control and direction of the eCity mManager. The eCouncil may abolish or combine one or more of the departments created by it, and may assign or transfer the duties of any department to another department where not in conflict with other provisions of this Charter. All changes to the organizational charts recommended by the eCity mManager shall be submitted to Ceouncil for approval prior to implementation.

(Ord. No. 94-I, § 1, 3-17-94; Ord. No. 94-BB, § 3, 5-9-94)

Sec. 5. - Chief of police.

There is hereby created a police department of the City. The police department shall be composed of the Chief of Police and other officers and employees as the City Council may provide. The jurisdiction of the department shall be the corporate limits of the City, in accordance with state law.

The eChief of pPolice, who shall be the executive officer of the police department, will be appointed by the eCity mManager with approval of the eCouncil. He shall have prior experience in the field of law enforcement, possess good moral character and shall have never been convicted of a felony or any crime involving moral turpitude in this or any other state.

(Ord. No. 88-R, § 5, 5-9-88; Ord. No. 02-E, § 1, 3-7-02)

Sec. 6. - Limitation on departmental head authority.

Department heads may make recommendations to the eCity mManager regarding the hiring, promotion, demotion, discipline and termination of employees under their supervision but shall have no authority to consummate any such actions in the name of the City of Alvin unless otherwise designated by the eCity mManager.

(Res. No. 84-R-3, § 1(9), 1-23-84; Ord. No. 94-I, § 1, 3-17-94; Ord. No. 94-BB, § 3, 5-9-94; Res. No. 17-R-14, 5-18-17)

Sec. 7. - City attorney.

Council shall appoint a competent attorney, duly licensed by the State of Texas, to be eCity aAttorney. He/she shall be appointed and removed at the will and pleasure of eCouncil by a majority vote of the entire eCouncil. He/she shall receive compensation as may be fixed by council. The eCity aAttorney, or other

attorneys selected by him/her with the approval of **C**ouncil, shall represent the city in all litigation. He/she shall be the legal advisor, attorney and counsel for the city and all officers and departments thereof.

(Res. No. 73-R-13, § 3, 4-9-73; Ord. No. 86-D, 2-12-86; Ord. No. 86-J, § 3, 4-9-86; Ord. No. 88-R, § 5, 5-9-88)

Sec. 8. - Health officer.

The health **authority officer** shall be appointed by the **e**City **e**Council. He/she shall be a licensed physician, qualified to practice medicine in the State of Texas.

(Res. No. 73-R-13, § 3, 4-9-73; Ord. No. 86-D, 2-12-86; Ord. No. 86-J, § 3, 4-9-86; Ord. No. 92-E, § 1, 3-5-92; Ord. No. 92-J, § 3, 5-4-92; Res. No. 17-R-14, 5-18-17)

Sec. 9. - Reserved.

Editor's note— Pursuant to Res. No. 84-R-3, § 1, proposition 10, passed Jan. 23, 1984, Art. V, § 9, relative to the fire marshal, has been deleted.

Sec. 10. - Employee pay plans, **classification**, personnel policies, etc.

The **e**Council shall provide a system for the classification of employees including pay plans and rules for the appointment, promotion, discipline, grievance, administrative review, and dismissal. The rules shall contain policy statements that clarify employees' rights and benefits, such as vacation, sick leave, retirement and insurance. Such classification shall not apply to board members, or other employees or persons appointed by City Council under this Charter, or to the police officers covered under Chapter 143 of the Texas Local Government Code.

(Res. No. 84-R-3, § 1(11), 1-23-84; Res. No. 17-R-14, 5-18-17)

~~Sec. 11. - Classified service.~~

~~No officer, employee, member of a board or other person, who is to be appointed by the council under this Charter, shall be included within the classified service of the city, but all other persons in the administrative services of the city shall be included therein unless specifically excluded by the ordinance providing for a system of classified services.~~

~~(Res. No. 84-R-3, § 1(12), 1-23-84)~~

Sec. 12. - City **s**ecretary.

The **e**City **m**anager shall appoint the **e**City **s**ecretary with the advice and consent of the **e**Council. The position of **e**City **s**ecretary shall be considered that of a department head. The **e**City **s**ecretary or assistant shall keep minutes and other records of the **e**Council and shall have such other duties and responsibilities as may be assigned by this Charter, the **e**Council or the **e**City **m**anager.

(Ord. No. 88-R, § 5, 5-9-88; Ord. No. 90-L, § 3, 5-7-90; Ord. No. 94-I, § 1, 3-17-94; Ord. No. 94-BB, § 3, 5-9-94; Res. No. 17-R-14, 5-18-17)

Editor's note— Res. No. 17-R-14, adopted by voters on May 18, 2017, changed the title of section 12 from "City clerk" to "City secretary." The historical notation has been preserved for reference purposes.

Sec. 13. - At-will status of employees.

All employees of the city shall be at-will employees except as may otherwise be provided by state or federal law or contract.

(Ord. No. 94-I, § 1, 3-17-94; Ord. No. 94-BB, § 3, 5-9-94; Ord. No. 02-E, § 1, 3-7-02)

Sec. 14. ~~Grossly negligent and fraudulent approval of claims~~Gross negligence and willful or wrongful acts of employees and officers.

~~Each officer and employee of the city shall be responsible for loss or damage sustained by the city as a result of the officer's and/or employee's grossly negligent or fraudulent approval of claims against the city.~~

Duly elected and appointed officers, employees and volunteers of the City shall be protected by the City from actual damages awarded against any such officer, employee or volunteer if the damages result from an act or omission committed while in the course and scope of their office, employment or service, and they arise from a cause of action for negligence. Each officer and employee of the City shall be responsible for loss or damage sustained by the City as a result of the employee or officers willful or wrongful acts or omissions or from acts or omissions constituting gross negligence.

(Ord. No. 94-I, § 1, 3-17-94; Ord. No. 94-BB, § 3, 5-9-94)

ARTICLE VI. - MUNICIPAL COURT

Sec. 1. - Municipal court.

There shall be a municipal court of the city, which shall have such jurisdiction, powers and duties as are given and prescribed by the laws of the State of Texas.

(Ord. No. 73-R-13, § 3, 4-9-73)

Sec. 2. - Judge of the municipal court.

The ~~municipal court shall be presided over by a magistrate who shall be known as the j~~Judge of the municipal court. ~~He/she~~ shall be ~~elected~~ appointed by a majority of the ~~c~~Council, ~~and~~ shall hold office for a term of two (2) years, and shall receive such salary as may be fixed by City Council. The judge shall ~~have been~~ be a resident of Brazoria County for at least one year immediately prior to his/her appointment, possess good moral character and shall have never been convicted of a felony or any crime involving moral turpitude in this or any other state. The ~~c~~Council shall have authority to ~~elect~~ appoint associate judges as are deemed appropriate and necessary by the presiding judge. Associate judges shall be appointed an ~~associate judge of the municipal court~~ in the same manner and with the same qualifications set forth for the presiding ~~j~~Judge. ~~The a~~Associate ~~j~~Judges shall have the same duties and responsibilities as the presiding judge and shall serve in the absence of the presiding ~~j~~Judge. ~~In the event either the presiding judge or associate judge (if one is so appointed) of the municipal court is unable to act for any reason, the mayor shall act in his/her place until the council has appointed a replacement. The j~~Judge, ~~a~~Associate ~~j~~Judge, or anyone acting in his/her place shall receive such compensation as may be set by the ~~c~~Council. The ~~c~~Council shall have the power to create and establish additional municipal courts, with the same or separate

jurisdictions, and to ~~elect~~ appoint an additional ~~magistrate judges~~ for each court so established, in accordance with state law.

(Ord. No. 66-B, 2-15-66; Res. 73-R-13, § 3, 4-9-73; Res. No. 84-R-3, § 1(14), 1-23-84; Ord. No. 86-D, 2-12-86; Ord. No. 86-J, § 3, 4-9-86; Ord. No. 92-E, § 1, 3-5-92; Ord. No. 92-J, § 3, 5-4-92; Ord. No. 13-C, § 1, 2-21-13, ref. 5-11-13; Res. No. 17-R-14, 5-18-17)

Sec. 3. - Reserved.

Editor's note— Pursuant to Res. No. 54-R-3, § 1, proposition 15, passed Jan. 23, 1954, Art. VI, § 3, relative to the clerk of court, has been deleted. Said section derived from Res. No. 73-R-13, adopted April 9, 1973.

ARTICLE VII. - MUNICIPAL FINANCE

Sec. 1. - Fiscal year.

The fiscal year of the city shall begin on the first day of October and shall end on the last day of September of each calendar year. Such fiscal year shall also constitute the budget and accounting year.

Sec. 2. - Preparation and submission of budget.

The ~~e~~City ~~m~~anager, between sixty (60) and ninety (90) days prior to the beginning of each fiscal year, shall submit to the ~~C~~council a proposed budget, which budget shall provide a complete financial plan for the fiscal year and shall be prepared in accordance with generally accepted accounting principles, guidelines established by the Governmental Accounting Standards Board and the Governmental Finance Officers' Association or the successor agency/entity. The budget shall contain such schedule in detail and summary form as to adequately inform and clearly define the plan of operation, and shall contain the following:

- (a) A budget message, outlining the proposed financial policies of the city for the fiscal year, and the reasons for salient changes from the previous fiscal year in expenditure and revenue items, and explaining in detail any major changes in financial policy.
- (b) A consolidated statement of anticipated receipts and proposed expenditures for each department, comparing them with those of the previous fiscal year.
- (c) An analysis of property valuations.
- (d) An analysis of tax rate.
- (e) Tax levies and tax collections by years for at least five (5) years.
- (f) General fund resources in detail.
- (g) Special fund resources in detail.
- (h) Summary of proposed expenditures by function, department and activity.
- (i) Detailed estimates of expenditures shown separately for each activity to support the summary called for in (h) above.
- (j) A revenue and expense statement for all types of bonds, time warrants and other indebtedness.
- (k) A description of all bond issues, time warrants and other indebtedness outstanding, showing rate of interest, date of issue, maturity date, amount authorized, amount issued and amount outstanding.

- (l) A schedule of requirements for the principal and interest of each issue of bonds, time warrants and other indebtedness.
- (m) The appropriation ordinance.
- (n) The tax levying ordinance, as soon as practicable.
- (o) An organizational chart designating the Department Head of each department.

(Res. No. 84-R-3, § 1(16), 1-23-84; Ord. No. 02-E, § 1, 3-7-02; Ord. No. 13-C, § 1, 2-21-13, ref. 5-11-13)

Sec. 3. - Budget is a public record.

The budget and all supporting schedules shall be filed with the person performing the duties of eCity sSecretary, submitted to the eCouncil and shall be a public record. The city manager shall provide copies for distribution to all interested persons. The City Secretary shall make the budget available to all persons.

Sec. 4. - Notice of public hearing on budget.

At the meeting of the eCity eCouncil at which the budget is submitted, the eCouncil shall fix the time and place of a public hearing on the budget and shall cause to be published in the official newspaper of the city, a notice of the hearing setting forth the time and place thereof, in accordance with state law.

(Ord. No. 94-I, § 1, 3-17-94; Ord. No. 94-BB, § 3, 5-9-94; Res. No. 17-R-14, 5-18-17)

Sec. 5. - Public hearing on budget.

At the time and place set forth in the notice required by Section 4, or at any time and place to which such public hearing shall from time to time be adjourned, the eCouncil shall hold a public hearing on the budget submitted, and all interested persons shall be given a five-minute opportunity to be heard either for or against any item or the amount of any item therein contained.

(Ord. No. 90-L, § 3, 5-7-90)

Sec. 6. - Proceedings on budget after public hearing.

After the conclusion of such public hearing, the eCouncil may insert new items or may increase or decrease the items of the budget, except items in proposed expenditures fixed by law, but where it shall increase the total proposed expenditures, it shall also provide for an increase in the total anticipated revenue to at least equal such proposed expenditures.

Sec. 7. - Vote required for adoption.

The budget shall be adopted by the favorable vote of a majority of the members of the council prior to the beginning of the fiscal year. Should City Council fail to so adopt the budget, the existing budget, together with its tax-levying and appropriations ordinances, shall remain in effect for the ensuing year, until such time as the City Council passes a budget for the new fiscal year.

Upon adoptions, a copy of the budget shall be filed with the City Secretary and a copy of the budget, including the cover page and record vote shall be posted on the City's Internet website, or as otherwise provided by state law.

Sec. 8. -- Date of final adoption.

~~The budget shall be finally adopted not later than fifteen (15) days prior to the beginning of the fiscal year, and should the council fail to so adopt a budget within the specified time, the existing budget and its appropriations shall be deemed adopted on an emergency basis for up to thirty (30) days.~~

~~(Res. No. 84-R-3, § 1(17), 1-23-84)~~

~~Sec. 9. – Approved budget filed with City Secretary.~~

~~Upon final adoption, a copy of the budget shall be filed with the city secretary and as otherwise provided by state law.~~

~~(Ord. No. 13-C, § 1, 2-21-13; ref. 5-11-13; Res. No. 17-R-14, 5-18-17)~~

Editor's note— Res. No. 17-R-14, adopted by the voters on May 18, 2017, changed the title of section 9 from "Approved budget filed with City Clerk" to "Approved budget filed with City Secretary." The historical notations have been retained for reference purposes.

Sec. 10. - Budget establishes appropriations.

From the effective date of the budget, the several amounts stated therein as proposed expenditures shall be and become appropriated to the several objects and purposes named therein. Except as provided in this article or state law, no funds of the city shall be expended nor shall any obligation for the expenditure of money be incurred, except pursuant to the annual appropriation ordinance provided by this article. At the close of each fiscal year, any unencumbered balance of any appropriation shall revert to the fund from which appropriated and become available for reappropriation for the next fiscal year. The ~~council~~ City Manager may transfer any unencumbered appropriated balance or portion thereof from one office, department, or agency to another at any time. The ~~council~~ City Manager shall have the authority to transfer appropriation balances from ~~one~~ one expenditure account to another within a single office, department, or agency of the city. As part of each fiscal year budget, the ~~city council~~ City Manager may ~~authorize the city manager or his designee to~~ transfer appropriation balances from one expenditure account to another within a single office or department within a fund. The ~~eCity m~~ City Manager will report to the ~~eCity e~~ City Council all inter-departmental or interfund budget transfers he ~~or~~ she has authorized during the fiscal year, ~~or within sixty (60) days after the end of the fiscal year.~~ according to City Council requirements.

(Res. No. 84-R-3, § 1(18), 1-23-84; Ord. No. 94-I, § 1, 3-17-94; Ord. No. 94-BB, § 3, 5-9-94; Ord. No. 02-E, § 1, 3-7-02; Res. No. 17-R-14, 5-18-17)

Sec. 11. - Purchase procedure.

The city shall develop a uniform guide for purchase procedures for adoption by ~~e~~ City Council. The city shall review the purchase procedures and make recommendations to the council regarding changes, if any, made necessary by federal and/or state laws.

(Res. No. 77-R-12, § 3, 4-5-77; Res. No. 81-R-12, § 3, 4-16-81; Res. No. 84-R-3, § 1(19), 1-23-84; Ord. No. 94-I, § 1, 3-17-94; Ord. No. 94-BB, § 3, 5-9-94; Ord. No. 96-V, § 3, 5-6-96; Res. No. 17-R-14, 5-18-17)

Sec. 12. - Budget establishes amount to be raised by property tax.

From the effective date of the budget, the amount stated therein as the amount to be raised by property tax shall constitute a determination of the amount of the levy for the purposes of the city in the corresponding

tax year; provided, however, that in no event shall such levy exceed the legal limit provided by the constitution and laws of the State of Texas.

Sec. 13. - Emergency appropriations.

In the absence of unappropriated available revenues or other funds to meet emergency appropriations, including emergencies created by natural disasters or man-made calamities that affect life, health, property, or the public peace, the eCouncil may by emergency ordinance authorize the re-appropriation of revenues previously budgeted for maintenance and operation expenses; the appropriation of unanticipated revenues; and/or the appropriation of restricted reserves. If there are insufficient funds available for appropriation or re-appropriation for such purposes, the council may by emergency ordinance authorize the borrowing of money to meet such deficit by the issuance of notes, certificates of obligation or other revenue or general obligation debt, which may be renewed from time to time, but all such obligations or other general obligation debt and renewals thereof shall not be inconsistent with state law. Any such ordinance shall require a two-thirds (2/3) vote of the eCouncil members then able to serve.

(Res. No. 68-R-7, 4-18-68; Res. No. 84-R-3, § 1(20), 1-23-84; Ord. No. 94-I, § 1, 3-17-94; Ord. No. 94-BB, § 3, 5-9-94; Ord. No. 09-H, § 1, 5-9-09)

Editor's note— Ord. No. 09-H, § 1, adopted by the voters of the city on May 9, 2009, changed the title of section 13 from "Borrowing to meet emergency appropriations" to "Emergency appropriations." The historical notation has been preserved for reference purposes.

Sec. 14. - Estimated expenditures shall not exceed estimated resources.

The total estimated expenditures of all fund types shall not exceed the total estimated resources of each fund (prospective income revenue or resources plus cash on hand). The classification of revenue and expenditure accounts shall conform as nearly as local conditions will permit to the uniform classification as promulgated by the Governmental Accounting Standards Board (or its successor agency/entity) or some other nationally accepted classification.

(Res. No. 84-R-3, § 1(21), 1-23-84; Ord. No. 02-E, § 1, 3-7-02)

Sec. 15. - Annual audited financial report.

At the close of each fiscal year, and at such other times as it may deem necessary, the eCouncil shall cause an independent audit to be made of all accounts of the city by a certified public accounting firm, recommended by the eCity mManager or ~~chief financial officer~~Director of Administrative Services with the approval of the eCouncil. The certified public accounting firm so selected shall have no personal interest, directly or indirectly, in the financial affairs of the city or any of its officers. The certified public accounting firm shall perform the audit in accordance with accounting and auditing standards generally accepted in the United States of America and the Governmental Accounting Standards Board. Upon completion of the annual audit, and within thirty (30) days of City Council acceptance of the annual audit, the combined balance sheet thereof shall be published in the official newspaper of the City of Alvin, or as otherwise provided by state law. ~~within thirty (30) days of council acceptance of the annual audit.~~ Copies of all audits shall be placed on file in the finance department ~~offices of the chief financial officer~~ and in the office of the eCity sSecretary.

(Res. No. 84-R-3, § 1(22), 1-23-84; Ord. No. 94-I, § 1, 3-17-94; Ord. No. 94-BB, § 3, 5-9-94; Ord. No. 13-C, § 1, 2-21-13, ref. 5-11-13; Res. No. 17-R-14, 5-18-17)

Sec. 16. - Reserved.

Editor's note— Pursuant to Res. No. 84-R-3, § 1, proposition 23, passed Jan. 23, 1984, Art. VII, § 16, relative to the department of taxation, has been deleted.

Sec. 17. - Power to tax.

The ~~e~~Council shall have the power under the provisions of the state law to levy, assess and collect an annual tax upon real and personal property within the city to the maximum provided by the constitution and laws of the State of Texas. The ~~e~~Council shall also have the power to levy other taxes consistent with the laws of the State of Texas.

Sec. 18. - Depository and withdrawals.

All monies received by any person, department or agency of the city, for or in connection with affairs of the city, shall be deposited promptly in the city depository or depositories. The council will select a city ~~depository(ies) or depositories~~ up to every five (5) years and, in accordance with state law, all city funds will be secured by appropriate securities in accordance with state law. All checks, vouchers or warrants for the withdrawal of money from the city depositories shall require two (2) signatures, those being from any two (2) of the following: ~~e~~City ~~m~~anager, ~~chief financial officer~~Director of Administrative Services, ~~e~~City ~~s~~ecretary or ~~m~~ayor.

(Res. No. 84-R-3, § 1(24), 1-23-84; Ord. No. 86-D, 2-12-86; Ord. No. 86-J, § 3, 4-9-86; Ord. No. 99-H, § 1, 2-18-99; Res. No. 17-R-14, 5-18-17)

Sec. 19. - Property subject to tax.

All real and personal property within the city not expressly exempted by law shall be subject to annual taxation.

(Ord. No. 66-B, 2-15-66; Res. No. 84-R-3, § 1(25), 1-23-84)

Editor's note— Ord. No. 66-B, enacted February 15, 1966, as an emergency measure, was duly adopted by referendum on April 5, 1966.

Secs. 20—22. - Reserved.

Editor's note— Pursuant to Res. No. 84-R-3, § 1, propositions 26—28, passed Jan. 23, 1984, Art. VII, §§ 20—22, relative to the board of equalization, have been deleted. Section 21 was formerly amended by Res. No. 79-R-6, § 3, passed April 9, 1979.

Sec. 23. - Ad Valorem Taxes.

As to the assessment and collection of ad valorem taxes for the city, the city shall follow the law as stated in the Texas Property Code and other applicable state laws or state agency rules.

(Res. No. 84-R-3, § 1(29), 1-23-84; Ord. No. 13-C, § 1, 2-21-13, ref. 5-11-13; Res. No. 17-R-14, 5-18-17)

Editor's note— Res. No. 17-R-14, adopted by voters of the city on May 18, 2017, changed the title of section 23 from "Taxes; when due and payable" to "Ad Valorem Taxes." The historical notations have been retained for reference purposes.

Cross reference— Payment of delinquent taxes by installment, § 22-7.1.

Sec. 24. - Tax liens.

- (a) The tax levied by the city is hereby declared to be a lien, charge or encumbrance upon the property upon which the tax is due, which lien, charge or encumbrance the city is entitled to enforce and foreclose in any court having jurisdiction over the same, and the lien, charge or encumbrance on the property in favor of the city, for the amount of the taxes due on such property is such as to give the state courts jurisdiction to enforce and foreclose said lien on the property on which the tax is due, not only as against any resident of this state or person whose residence is unknown, but also as against nonresidents.
- (b) All persons or corporations owning or holding personal property or real estate in the city on the first day of January of each year shall be liable for all municipal taxes levied thereon for such year.
- (c) The city's tax lien shall exist from January first in each year until the taxes are paid, and the statute of limitations shall not apply. Such lien shall be prior to all other claims, and no gift, sale, assignment or transfer of any kind, or judicial writ of any kind, can ever defeat such lien.

Sec. 25. - Tax remissions, discount and compromises, correction of error.

The eCouncil or any other official of the city shall never extend the time for the payment of taxes, or remit, discount or compromise any tax legally due the city, nor waive the penalty and interest that may be due thereon to any person(s), firm(s) or corporation(s) owing taxes to the city for such year or years, except as provided in or authorized by the Texas Tax Code. The provisions of this section shall not be construed to prevent the compromise of any tax suit. Such compromise shall have the approval of eCity eCouncil. Correction of errors shall conform to the regulations of the Texas Tax Code.

(Ord. No. 90-L, § 3, 5-7-90; Ord. No. 92-E, § 1, 3-5-92; Ord. No. 92-J, § 3, 5-4-92)

Sec. 26. - General obligation bonds.

The city shall have the power to borrow money on the credit of the city and to issue general obligation bonds for permanent public improvements or for any other public purpose not prohibited by the constitution and laws of the State of Texas, and to issue refunding bonds to refund outstanding bonds of the city previously issued. All such bonds shall be issued in conformity with the laws of the State of Texas.

Sec. 27. - Revenue bonds.

The city shall have the power to borrow money for the purpose of constructing, purchasing, improving, extending or repairing of public utilities, recreational facilities or any other self-liquidating municipal function not prohibited by the constitution and laws of the State of Texas, and to issue revenue bonds to evidence the obligation created thereby, and to issue refunding bonds to refund outstanding bonds of the city previously issued. Such bonds shall be a charge upon and payable solely from the properties, or interest therein, pledged, or the income therefrom, or both, and shall never be a debt of the city. All such bonds shall be issued in conformity with the laws of the State of Texas.

Sec. 28. - Sale of bonds.

No bond (other than refunding bonds issued to refund and in exchange for previously issued outstanding bonds) issued by the city shall be sold for less than par value and accrued interest.

All bonds of the city having been issued and sold in accordance with the terms of this section, and having been delivered to the purchasers thereof, shall thereafter be incontestable, and all bonds issued to refund and in exchange for outstanding bonds previously issued shall, after said exchange, be incontestable.

Sec. 29. - Use of sales and use tax.

Funds received by the city as a result of the local sales and use tax adopted pursuant to Chapter 321 of the Texas Tax Code, shall be apportioned to restrict two-thirds of the funds received to be used only in connection with streets, drainage and sidewalks, and to allocate the remaining one-third of funds received to the general fund. Any and all costs associated with streets, drainage and sidewalks shall be authorized. The portion of sales and use tax funds restricted to use only in connection with streets, drainage and sidewalks shall be maintained in a separate fund by the ~~chief financial officer~~ Director of Administrative Services, which shall be designated in a manner calculated to properly identify same and shall not be used for any purpose other than that expressly authorized by this Charter.

(Res. No. 68-R-7, 4-18-68; Res. No. 77-R-12, 4-5-77; Ord. No. 92-E, § 1, 3-5-92; Ord. No. 92-J, § 3, 5-4-92; Ord. No. 96-V, § 3, 5-6-96; Ord. No. 99-H, § 1, 2-18-99; Ord. No. 02-E, § 1, 3-7-02; Res. No. 17-R-14, 5-18-17)

State Law reference— Municipal Sales and Use Tax Act, V.T.C.A., Tax Code ch. 321.

Sec. 30. - Joint tax administration agreements; tax department; assessment, collection procedures.

The city council shall have the power to enter into contracts and agreements for joint tax administration services between the city and other governmental agencies, and to establish a tax department, and tax assessment and collection procedures in connection therewith, in accordance with law. Upon receipt of the certified ~~approval- appraisal~~ roll, steps required by the Property Tax Code shall be taken concerning the ~~effective tax rate~~ no new revenue tax rate. The city may appraise and assess properties only if granted that right by future legislation. The ~~city manager~~ City shall take aggressive action to collect delinquent taxes and shall provide each councilmember with a copy of the delinquent tax roll at a regular council meeting each July. A copy of the delinquent tax roll shall be made available for public inspection in the city secretary's office.

(Res. No. 75-R-6, § 2, 4-7-75; Res. No. 84-R-13, § 1(30), 1-23-84; Ord. No. 94-I, § 1, 3-17-94; Ord. No. 94-BB, § 3, 5-9-94; Res. No. 17-R-14, 5-18-17)

Sec. 31. - Department of ~~f~~Finance.

There shall be a ~~d~~Department of ~~f~~Finance, headed by the ~~Chief Financial Officer~~ Director of Administrative Services, who will report to the ~~e~~City ~~m~~Manager, ~~and who. The Chief Financial Officer,~~ shall administer and supervise all financial affairs of the city and to that end shall have authority and may be required to:

- (a) Have custody of and be responsible for all monies belonging to or under the control of the city or any office, department or agency thereof and shall promptly deposit all such monies in the city depository or depositories.
- (b) Examine all contracts, orders, and other documents by which the city government incurs financial obligations, having previously ascertained that money has been appropriated and allotted and will be available when the obligation becomes due and payable.
- (c) Prescribe the forms of receipts, vouchers, bills, claims and bookkeeping procedures to be used by all offices, departments and agencies of the city.
- (d) Audit and approve before payment all bills, invoices, payrolls, and other evidence of claims, demands or charges against the city. The ~~Chief Financial Officer~~ Director shall, when it is deemed necessary, seek the written advice of the city attorney in order to determine the regularity, legality, and correctness of such claims, demands, or charges, prior to presentation of the same to the council for approval.

- (e) Submit to the ~~e~~Council through the ~~e~~City ~~m~~Manager a monthly statement of all receipts and disbursements in sufficient detail to show the exact financial condition of the city as prescribed by ordinance at Council's request, but not less than quarterly.
- (f) Publish in the official newspaper of the city a financial statement of the financial condition of the city, including the status of all general and special accounts, and bonded and other indebtedness of the city in the form and as often as a majority of the councilmembers qualified and serving may require, but at least once each fiscal year. The publication required by ~~s~~Section 15 of this ~~a~~Article shall constitute compliance with this Charter for purposes of the annual audit. Audits other than annually shall be on a noncertified basis. Prior to publication, the financial report shall be submitted to the ~~e~~Council for acceptance or rejection. Such acceptance or rejection must be made at a regular meeting of the ~~e~~Council and the results shall be made a matter of record and shall be reflected on the report when published as above provided. One or more copies of such report shall be made available for public inspection in the offices of the ~~chief financial officer~~Director of Administrative Services, and ~~e~~City ~~s~~Secretary during normal office hours.
- (g) Invest all funds deemed in excess of current needs in the manner authorized by the laws of the State of Texas; current needs are hereby defined as expenditures to be made within a given ninety (90) day period.
- (h) Have custody of all investments in investor funds of the city, or in the possession of the city in a fiduciary capacity and have the safe-keeping of all bonds and notes of the city and the receipt and delivery of city bonds, warrants, and notes for transfer, registration or exchange. The ~~chief financial officer~~Director shall be responsible for the disposition of redeemed, paid and canceled bonds, warrants and notes.
- (i) Maintain a general accounting system for the city government and each of its offices, departments and agencies; keep books for and exercise financial budgetary control over each office, department, and agency; keep separate accounts for the items of appropriations contained in the city budget, each of which account shall show the amount of the appropriations, the amount paid therefrom, the unpaid obligations against it and the unencumbered balance; require reports of receipts and disbursements from each receiving and spending office, department or agency of the city to be made daily or at such intervals as the ~~d~~Director may deem ~~expedient~~necessary.
- (j) Pay no claim against the city unless it is evidenced by bill or voucher submitted and approved by the head of the department for which the indebtedness was incurred.

(Ord. No. 94-I, § 1, 3-17-94; Ord. No. 94-BB, § 3, 5-9-94; Ord. No. 99-H, § 1, 2-18-99; Ord. No. 13-C, § 1, 2-21-13, ref. 5-11-13; Res. No. 17-R-14, 5-18-17)

ARTICLE VIII. - MUNICIPAL PLANNING

Sec. 1. - Planning ~~e~~Commission.

The ~~e~~Council shall appoint a city ~~p~~Planning ~~e~~Commission, consisting of not less than five (5) nor more than eleven (11) members who shall be residents of the city, and shall serve without compensation. The commission shall meet when there are matters necessary for consideration by the ~~e~~Commission. All minutes of the ~~P~~Planning ~~C~~commission meetings shall be submitted to the ~~e~~City ~~e~~Council.

(Ord. No. 66-B, 2-15-66; Ord. No. 88-R, § 5, 5-9-88; Ord. No. 06-J, § 1, 2-16-06; Res. No. 17-R-14, 5-18-17)

Sec. 2. - Term of office.

Members shall be appointed for a three-year term with one-third to be appointed each year on a continuing basis.

Sec. 3. - Vacancies.

Vacancies occurring in the commission shall be filled within thirty (30) days by the **e**Council for the remainder of the unexpired term. Membership shall be accompanied by active participation in the activities of the **e**Commission, ~~and any member who is absent from three (3) consecutive regular meetings shall automatically be dropped from membership without an acceptable explanation to a majority of the commission. Any board or commission member who is absent from three (3) consecutive regular meetings without an acceptable explanation to a majority of the Commission, shall be deemed to have resigned their position on the Commission.~~

(Res. No. 17-R-14, 5-18-17)

Sec. 4. - Organization.

The **e**Commission shall elect a chairperson from its membership annually and shall establish rules of procedure which shall include the following:

- (a) A quorum shall consist of a majority of the membership, and an affirmative vote of a majority of those present shall be necessary to pass upon pending questions.
- (b) The chairperson shall be entitled to vote upon any question.
- (c) Minutes shall be kept of the proceedings of the commission and shall be a public record.
- (d) All meetings shall be open to the public.

(Ord. No. 86-D, 2-12-86; Ord. No. 86-J, § 3, 4-9-86)

Sec. 5. - Powers and duties.

The commission shall have the power and be required to:

- (a) Be responsible to and act as an advisory body to the **e**Council.
- (b) Submit findings and recommendations to the **e**Council concerning the making, amending, extending and adding to a master plan for the physical development of the city.
- (c) Review all plans for platting or subdividing of land within the city and within adjacent areas as permitted by law and submit findings and recommendations to the **e**Council.
- ~~(d)~~ Approve amending plats, minor plats, or replats involving four (4) or fewer lots fronting an existing street, that do not require the creation of any new street or extension of municipal facilities.
- ~~(d)~~ **(e)** Submit annually to the **C**ity **e**Council, not later than April first, a list of recommended capital improvements found necessary or desirable for each of the next three (3) budget years.
- ~~(e)~~ **(f)** Perform such other duties and be vested with such other powers as the **e**Council may prescribe in accordance with the laws of the State of Texas.

(Res. No. 70-R-14, § 3, 12-10-70; Res. No. 75-R-6, § 2, 4-7-75; Res. No. 81-R-12, § 3, 4-16-81; Ord. No. 88-R, § 5, 5-9-88; Ord. No. 99-H, § 1, 2-18-99)

~~Sec. 6. - Zoning and land use agency.~~

~~Consistent with all applicable federal and state laws regulating land use, development and environmental protection, the city council shall:~~

- ~~(a) Designate an agency or agencies to carry out the planning function and such decision-making responsibilities as may be specified by ordinance; and~~
- ~~(b) Adopt a comprehensive plan that determines when and to what extent zoning ordinances and land use control ordinances are implemented consistent with such plan; and~~
- ~~(c) Adopt development regulations, to be specified in ordinances, which implement the zoning and land use controls of the plan.~~

~~(Ord. No. 90-L, § 3, 5-7-90)~~

~~Sec. 7. -- Adoption of zoning ordinance.~~

~~The City of Alvin shall have the power to adopt a zoning ordinance only after (a) allowing a six-month waiting period after publication of any proposed ordinance and map(s) for public hearing and debate, and (b) holding a binding referendum at a regularly scheduled election.~~

~~Any existing ordinance is hereby repealed.~~

~~(Ord. No. 96-V, § 3, 5-6-96)~~

ARTICLE IX. - PARKS AND RECREATION^[3]

Footnotes:

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Editor's note— Res. No. 73-R-13 added this article as IX and renumbered former Arts. IX and X as X and XI respectively.

Sec. 1. - Parks and ~~r~~Parks and ~~b~~Recreation ~~b~~Board ~~created; composition, qualifications, compensation of members.~~

~~There is hereby created~~ City Council shall appoint a ~~p~~Parks and ~~r~~Recreation ~~b~~Board for the city, which shall be composed of not less than seven (7) persons and not more than nine (9) persons who are resident, qualified voters of the city and who have resided within the city for a period of not less than six (6) months immediately preceding their appointment. ~~Members of the parks and recreation board shall be such persons who are known to be interested in leisure time of the people of the city.~~ The ~~c~~City ~~m~~Manager shall be an ex officio member of the ~~b~~Board. The members of the ~~p~~Parks and ~~r~~Recreation ~~b~~Board shall serve without compensation.

(Res. No. 73-R-13, § 1, 4-9-73; Ord. No. 92-E, § 1, 3-5-92; Ord. No. 92-J, § 3, 5-4-92; Res. No. 17-R-14, 5-18-17)

Sec. 2. - Appointment, term of members.

The members of the ~~p~~Parks and ~~r~~Recreation ~~b~~Board shall be appointed by the ~~c~~City ~~c~~Council and each shall hold office for a term of two (2) years or until his/her successor has been duly appointed.

(Res. No. 73-R-13, § 2, 4-9-73; Ord. No. 86-D, 2-12-86; Ord. No. 86-J, § 3, 4-9-86; Res. No. 17-R-14, 5-18-17)

Sec. 3. - Board officers.

Officers of the **pParks and rRecreation bB**Board shall consist of a chairperson, vice-chairperson and a secretary to be elected by a majority of the board members. Officers of the board shall hold office for a period of one year and until their successors have been duly elected.

(Res. No. 73-R-13, § 3, 4-9-73; Ord. No. 96-V, § 3, 5-6-96)

Sec. 4. - Duties of board generally.

The **pParks and rRecreation bB**Board shall be an advisory body and shall act only in an advisory capacity to the **eCity eC**Council. The **bB**Board shall advise and make recommendations to the **eCity eC**Council concerning the acquisition, development, improvement, equipment and maintenance of all parks and public playgrounds, and recreational facilities owned or controlled by the city within and without the corporate limits, by March 1st of each year. ~~It shall be the duty of the board, subject to such organizations and activities as the board may itself establish internally, to advise the city council concerning the future development of public parks, playgrounds and recreational facilities for the city, to study and recommend the purchase of additional lands and sites for parks, playgrounds and recreational facilities, and further to advise the city council concerning improvements in the maintenance, operation and general welfare of existing public parks, playgrounds and recreational facilities and the use of the same by the public.~~ With reference to the development of new parks and playgrounds, it shall be the duty of the board to outline the general plan of development, including landscaping, roads, trails, buildings and equipment, which plan shall be submitted to the **eCity mM**anager for detailed development, after which such plan shall be submitted to the **eCity eC**Council for adoption or change in at the discretion of the Ceity eC Council. ~~The parks and recreation board shall make recommendations to the city council for the improvement and betterment of public parks and recreational facilities by March first of each year.~~

(Res. No. 73-R-13, § 4, 4-9-73; Ord. No. 99-H, § 1, 2-18-99)

Sec. 5. - Vacancies.

Vacancies occurring on the **bB**Board shall be filled within thirty (30) days by the council for the remainder of the unexpired term. Membership shall be accompanied by active participation in the activities of the board. ~~and aAny board member who is absent from three (3) consecutive regular meetings shall automatically be dropped from membership without an acceptable explanation to a majority of the Board. commission. shall be deemed to have resigned their position on the Board.~~

(Res. No. 73-R-13, § 5, 4-9-73; Res. No. 75-R-6, § 2, 4-7-75; Res. No. 17-R-14, 5-18-17)

Editor's note— Res. No. 17-R-14, adopted by voters of the city on May 18, 2017, changed the title of section 5 from "Filling of board vacancies" to "Vacancies." The historical notations have been retained for reference purposes.

Sec. 6. - Quorum constituted; meetings.

Acts of the **pParks and rRecreation bB**Board shall be by majority vote of the board members present at any meeting. A majority of the board members shall constitute a quorum for meetings of the **bB**Board. The **bB**Board shall meet at least once a month.

(Res. No. 73-R-13, § 7, 4-9-73; Res. No. 75-R-6, § 2, 4-7-75)

Editor's note— Res. No. 75-R-6, § 2, adopted April 7, 1975, deleted former § 6, relating to board meetings and establishment of rules and regulations, and renumbered § 7 as § 6 to read as set forth herein. Former § 6 was derived from Res. No. 73-R.13, § 6, 4-9-73.

ARTICLE X. - FRANCHISES AND PUBLIC UTILITIES^[4]

Footnotes:

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Editor's note— Res. No. 73-R-13, § 3, adopted April 9, 1973, creating a new Art. IX, renumbered this article as X.

Sec. 1. - Powers of the city.

In addition to the city's power to buy, construct, lease, maintain, operate, and regulate public utilities and to manufacture, distribute, and sell the output of such utility operations, the city shall have such further powers as may now or thereafter be granted under the Constitution and laws of the State of Texas.

Sec. 2. - Power to grant franchise.

The **e**Council shall have the power, by ordinance, to grant, renew, extend and amend by mutual agreement, all franchises of all public utilities of every character operating within the city. No franchise shall be for an indeterminate period, and no franchise shall be granted for a term of more than thirty (30) years from the date of the grant, renewal or extension.

Sec. 3. - Grant not to be exclusive.

No grant or franchise to construct, maintain, or operate a public utility and no renewal or extension of any such grant shall be exclusive.

Sec. 4. - Ordinance granting franchise.

All ordinances granting, renewing, extending or amending a public utility franchise shall be read at two (2) separate regular meetings of the **e**Council and the full text of such ordinance shall be published once, within seven (7) days following the first reading, in the official newspaper of the city, and the expense of such publication shall be borne by the prospective franchise holder.

(Ord. No. 99-H, § 1, 2-18-99)

Sec. 5. - Transfer of franchise.

No public utility franchise shall be transferable or assigned except with the approval of the **e**Council expressed by ordinance. The term "transferable," as used herein, shall not be construed in such a manner as to prevent the franchise holder from pledging said franchise as security for a valid debt or mortgage.

(Res. No. 17-R-14, 5-18-17)

Sec. 6. - Reserved.

Editor's note— Res. No. 17-R-14, adopted by voters of the city on May 18, 2017, repealed section 6, which pertained to franchise value not to be allowed and derived from the original codification.

Sec. 7. - Right of regulation.

Every grant, renewal, extension or amendment of a public utility franchise, whether so provided in the ordinance or not, shall be subject to the right of the council:

- (a) To forfeit any such franchise by ordinance at any time for the failure of holder thereof to comply with the terms of the franchise, such power to be exercised only after notice and hearing, and a reasonable opportunity to correct the default;
- (b) To require such expansion and extension of plant and facilities as are reasonably necessary to provide adequate service to the public;
- (c) To establish reasonable standards of service and quality of products and prevent unjust discrimination in service or rates;
- (d) To impose reasonable regulations to ensure safe, efficient and continuous service to the public;
- (e) To examine and audit at any time during regular business hours the accounts and records of any such utility which are relevant to the city's right of regulation, and to require annual and other reports, including reports on operations within the city;
- (f) To require such compensation and rental as may be permitted by the laws of the State of Texas.

Sec. 8. - Regulation of rates.

To the extent not inconsistent with applicable federal or state law, the Council shall have full power, after notice and hearing, to regulate by ordinance the rates of every public utility operating in the city, provided that no such ordinance shall be passed on an emergency measure; shall have the power to employ expert advice and assistance in determining a reasonable rate and equitable profit to the public utility; and shall have the power to require within the franchise grant, or any extension or renewal thereof, or as a condition precedent to any hearing concerning rates and service of any public utility operating within the city, that the movant seeking the rate or service change pay the City's reasonable cost of legal and consulting services. ~~of the service of a rate consultant chosen by the council.~~

(Ord. No. 92-E, § 1, 3-5-92; Ord. No. 92-J, § 3, 5-4-92)

Sec. 9. - Reserved.

Editor's note— Pursuant to Res. No. 84-R-3, § 1, proposition 31, passed Jan. 23, 1984, Art. X, § 9, relative to municipally owned utilities, has been deleted. Said former section was amended by Ord. No. 66-B, adopted by referendum on April 6, 1966.

Sec. 10. - Sales of municipal services.

The Council shall have the power and authority to:

- (a) In or outside the limits of the city, sell and distribute water; sell and provide sewer service; provide for garbage and trash collection and disposition; and to provide similar services.
- (b) Prescribe the kind of materials used within or beyond the limits of the city for such municipal services; inspect the same and require such materials to be kept in good order and condition at all times; make such rules and regulations as shall be necessary and proper; and prescribe penalties for noncompliance with same.

ARTICLE XI. - GENERAL PROVISIONS^[5]

Footnotes:

--- (5) ---

Editor's note— Res. No. 73-R-13, § 3, adopted April 9, 1973, creating a new Art. IX, renumbered this article as XI.

Sec. 1. - Official oath.

All officers of the city shall, before entering upon the duties of their respective offices, take and subscribe to the official oath prescribed in the constitution of the State of Texas.

Sec. 2. - Public records.

All public records of every office, department or agency of the city, which are not excepted from disclosure pursuant to the Public Information Act or any other applicable law shall be open to inspection by any member of the public at all reasonable times.

(Ord. No. 92-E, § 1, 3-5-92; Ord. No. 92-J, § 3, 5-4-92; Res. No. 17-R-14, 5-18-17)

Sec. 3. - Official newspaper.

The **eC**ouncil shall have the power to contract annually with, and by resolution designate, a public newspaper of general circulation in the city as official organ thereof and to continue as such until another is designated, and shall cause to be published therein all ordinances, notices and other matter required by this Charter, by the ordinances of the city, or by the constitution and laws of the State of Texas, to be published.

Sec. 4. - Notice of claim against city.

Except as provided for by the state constitution or a statute in conflict herewith, the city shall not be liable for any damages, attorney fees, costs of court, or other monies regarding any matters whatsoever, unless notice shall have first been given the city in compliance with this section. Further, neither the power of the city to sue and be sued nor any other term or provision of this Charter shall ever be interpreted or construed as a waiver of any immunity by the city.

- (a) Before the city shall be liable for any damage, claim or suit, attorney fees or costs of court, arising out of or for any personal injury, damage to property, or violation of any statutory right or duty, the person who is injured or whose property has been damaged, or someone on his or her behalf, shall give the **eC**ity **mM**anager or the **eC**ity **sS**ecretary notice in writing duly certified within ninety (90) days after the date of the alleged damage, injury or violation of statutory right or duty, stating specifically in such notice when, where and how the injury or damage was sustained, setting forth the extent of the injury or damage as accurately as possible, and giving the names and addresses of all witnesses known to the claimant upon whose testimony the claimant is relying to establish the injury or damage. In case of injuries resulting in death, the person or persons claiming damage shall within ninety (90) days after the death of the injured person give notice as required above.
- (b) Before the city shall be liable for any damages, attorney fees, court costs or monies whatsoever, whether arising out of any action authorized by statute, for declaratory judgment, or for equitable remedy, or for any damage, claim or suit arising out of contract, the person who seeks such remedy, relief or damage, or someone on his or her behalf, shall:

- (i) Give the eCity mManager or the eCity sSecretary notice in writing not less than thirty (30) days prior to the filing of such claim, suit or cause of action, stating specifically the allegations of and basis for such claim, suit or request for remedy, the facts, contract provisions or circumstances supporting the same, the specific remedy or damages sought, the names of all city officers and employees complained of, and giving the names and addresses of all witnesses known to the claimant upon whose testimony the claimant is relying to establish the injury or damage; and
- (ii) Upon request of the Ceity mManager or the Ceity eCouncil meet, confer and negotiate with the city for the purpose of reaching an acceptable compromise and settlement.

(Ord. No. 66-B, 2-15-66; Ord. No. 86-D, 2-12-86; Ord. No. 86-J, § 3, 4-9-86; Ord. No. 06-J, § 1, 2-16-06; Res. No. 17-R-14, 5-18-17)

Editor's note— Ord. No. 06-J, § 1, adopted February 16, 2006, changed the title of article XI, section 4 from "Notice of claim" to "Notice of claim against city."

Ord. No. 66-B was adopted by referendum on April 5, 1966, amending § 4 of Art. X, now Art. XI.

Sec. 5. - Assignment, execution and garnishment.

The property, real or personal, belonging to the city shall not be liable for sale or appropriation under any writ of execution. The funds belonging to the city in the hands of any person, firm or corporation, shall not be liable to garnishment, attachment or sequestration; nor shall the city be liable to garnishment on account of any debt it may owe or funds or property it may have on hand or owing to any person. Neither the city nor any of its officers or agents shall be required to answer any such writ of garnishment on any account whatever. Unless otherwise provided by federal or state constitution or laws, the city shall not be obligated to recognize any assignment of wages or funds by its employees, agents or contractors.

(Ord. No. 92-E, § 1, 3-5-92; Ord. No. 92-J, § 3, 5-4-92)

Sec. 6. - Security or bond.

It shall not be necessary in action, suit or proceedings in which the city shall be a party for any bond, undertaking or security to be executed in behalf of the city; but all actions, suits and proceedings shall be conducted in the same manner as if such bond, undertaking or security had been given. The city shall have all remedies of appeal provided by law in all courts in this state without bond or security of any kind. For all purposes of such actions, suits, proceedings and appeals, the city shall be liable in the same manner, and to the same extent, as if the bond, undertaking or security in ordinary cases had been given and executed. The eCouncil shall require such officers and employees of the city as it deems necessary to give bond in such amount and with such surety as required. The premiums on such bonds shall be paid by the city.

Sec. 7. - Personal interest in city contracts.

Neither the mMayor nor a member of the eCouncil shall participate in any vote or decision on a matter involving a business entity or real property in which he/she has a substantial interest, as defined by state law. Additionally, neither the mayor nor a member of council shall be the surety on any bond of any officer of the city or for any person having a contract, work or business with the city. No employee of the city shall have a substantial interest, as defined by state law, in any work, business or contract the expense, price or consideration of which is paid from the city treasury, or by an assessment levied by an ordinance or resolution of the council, nor be the surety of the bond of any officer of the city or for any person having a contract, work or business with the city. Any willful violation of this section shall constitute malfeasance in office and any officer or employee guilty thereof shall be subject to removal from his/her office or position.

Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the city shall render the contract voidable by the eCouncil.

(Ord. No. 86-D, 2-12-86; Ord. No. 86-J, § 3, 4-9-86; Ord. No. 94-I, § 1, 3-17-94; Ord. No. 94-BB, § 3, 5-9-94)

Sec. 8. - Nepotism.

No person related within the second degree by affinity or the third degree by consanguinity to the mMayor, any member of the eCouncil or the eCity mManager shall be employed in a paid office, position, clerkship or other service of the city. This prohibition shall not apply, however, to any person who shall have been employed by the city for a period of six (6) months prior to and at the time of the election or the appointment of the official so related to him/her.

(Ord. No. 86-D, 2-12-86; Ord. No. 86-J, § 3, 4-9-86; Ord. No. 99-H, § 1, 2-18-99; Res. No. 17-R-14, 5-18-17)

Sec. 9. - Meetings of boards, committees and commissions.

All boards, committees, and commissions established in this charter will meet at least once quarterly and submit the minutes of their meetings to the eCity eCouncil. The need for other boards, committees and commissions appointed by council, will be reviewed annually by the eCity mManager and appropriate recommendations for their continuance made to the eCity eCouncil.

(Ord. No. 94-I, § 1, 3-17-94; Ord. No. 94-BB, § 3, 5-9-94)

Sec. 10. - Board of ethics and compliance.

By ordinance, the eCity eCouncil shall establish an independent board of ethics and compliance. The city council shall adopt and keep in effect an ethics ordinance, as may be amended from time to time.

(Ord. No. 09-H, § 1, 5-9-09)

Editor's note— Ord. No. 09-H, § 1, adopted by the voters of the city on May 9, 2009, amended section 10 in its entirety to read as herein set out. Formerly, section 10 pertained to conflicts of interest; board of ethics, and derived from Ord. No. 94-I, § 1, adopted March 17, 1994, and Ord. No. 94-BB, § 3, adopted May 9, 1994.

Sec. 11. - Effect of Charter on existing law.

All ordinances, resolutions, rules and regulations in force in the city on the effective date of this Charter, and not in conflict with this Charter, shall remain in force until altered, amended or repealed by the eCouncil. All taxes, assessments, liens, encumbrances and demands of or against the city fixed or established before such date, or for the fixing or establishing of which proceedings have begun at such date, shall be valid when properly fixed or established either under the law in force at the time of the beginning of such proceedings or under the law after the adoption of this Charter.

Sec. 12. - Continuance of status of officers and employees.

Nothing in this Charter contained, except as specifically provided, shall affect or impair the rights and privileges of officers and employees of the city as existing on the effective date hereof, or any provision of

law in force at such time which is not inconsistent with the Charter, in relation to the appointment, rank, grade, tenure, promotion, removal, pension and retirement rights, or any other rights and privileges of such officers and employees.

Sec. 13. - Rearrangement and renumbering of Charter provisions.

In order to preserve unity, the council shall have the power, by ordinance, to renumber and rearrange all articles, sections and paragraphs of this Charter or any amendments thereto, and upon the passage of any such ordinance, a copy thereof, certified by the ~~e~~City ~~m~~Manager, shall be forwarded to the ~~s~~Secretary of ~~s~~State for filing.

Sec. 14. - Judicial notice.

This Charter shall be held a public act and shall have the force and effect of a general law, may be read in evidence without pleading or proof, and judicial notice thereof shall be taken in all courts and places without further proof.

Sec. 15. - ~~Separability~~ Severability clause.

If any section or part of a section of this Charter is held to be invalid or unconstitutional by a court of competent jurisdiction, the same shall not invalidate or impair the validity, force or effect of any other section or part of a section of this Charter.

Sec. 16. - Charter ~~r~~Review ~~e~~Commission.

The ~~e~~Council shall appoint, at its first regular meeting in June, the year 2001 and in June of every fourth year thereafter, a Charter ~~r~~Review ~~e~~Commission of seven (7) residents of the city. The Council may appoint a Charter Review Commission any time after two (2) years has elapsed from the date of appointment of the ~~e~~Commission.

It shall be the duty of the Charter ~~r~~Review ~~e~~Commission to:

- (a) Inquire into the adequacy of, consistency with state and federal law, and currentness of Charter provisions to determine whether any such provisions require revision. To this end one or more public hearings may be held and the commission shall have the power to compel attendance of the city manager and/or city attorney and to require the submission of any of the city records which it may consider necessary to its duties. Issues regarding charter compliance shall be referred to city council for investigation and disposition;
- (b) Make any recommendation it considers desirable to update and/or revise the provisions of the Charter;
- (c) Propose amendments to this Charter to improve the effective application of said Charter to current conditions;
- (d) Report its findings and present its proposed amendments, if any, to the council.

The Charter ~~r~~Review ~~e~~Commission shall submit its report to the ~~C~~ity ~~e~~Council within six (6) months of the date of its appointment by the ~~e~~Council. The ~~e~~Council shall receive and have published in the official newspaper of the city, or in accordance with state law, any report presented by the Charter ~~r~~Review ~~e~~Commission, shall consider any recommendations made and, if any amendment or amendments be presented as a part of such report, may order such to be submitted to the voters of the city in the manner provided by the applicable statute of the State of Texas.

Except as provided herein, the term of office of the Charter ~~r~~Review ~~e~~Commission shall not extend beyond eight (8) months. After submission of a report the Charter ~~r~~Review ~~e~~Commission shall convene for the sole purpose of meeting with ~~e~~Council to discuss its report. If no report is issued by the Charter ~~r~~Review ~~e~~Commission, the term of office shall not extend beyond six (6) months. Furthermore, if no report is presented to the ~~e~~Council, then all records of the proceedings of the ~~e~~Commission shall be filed with the ~~e~~City ~~m~~Manager and become a public record.

(Res. No. 73-R-13, § 3, 4-9-73; Res. No. 81-R-12, § 3, 4-16-81; Res. No. 84-R-3, § 1(32), 1-23-84; Ord. No. 86-D, 2-12-86; Ord. No. 86-J, § 3, 4-9-86; Ord. No. 92-E, § 1, 3-5-92; Ord. No. 92-J, § 3, 5-4-92; Ord. No. 96-V, § 3, 5-6-96; Ord. No. 99-H, § 1, 2-18-99; Res. No. 17-R-14, 5-18-17)

Sec. 17. - Submission of Original Charter to electors.

The 1962 Charter eCCommission finds and declares that in the submission of this Charter to the voters it would be impracticable to segregate each subject for a separate vote thereon, for the reason that the Charter is so constructed that in order to enable it to function it is necessary that it be adopted in its entirety. The Charter eCCommission, therefore, directs that this Charter be voted on as a whole, and that it be submitted to the qualified voters of the City of Alvin at an election to be held for that purpose on the twenty-third day of February, 1963. If said Charter is approved by a majority of the qualified voters voting at said election, it shall become the Charter of the City of Alvin upon the entering upon the city records by the eCouncil of an official order declaring the adoption of the Charter.

WE, the members of the City of Alvin Charter Commission, appointed by the City Council to frame a new Charter for the City of Alvin, do hereby certify the attached Charter is a true and correct copy of the Charter prepared by this Charter Commission.

J.E. O'Keefe, Chairman

Tom Blakeney, Jr.
Alton Burgess
E. A. Cain
Grace D. Criley
Arthur G. Daniel
F. C. Fredrickson
N. P. Holt
Thelma Hutchins
Adelaide Jacob
Marvin McLemore
L. A. Pugh
R. H. Stansel
A. E. Stuart
Hallie W. Triplett

CHARTER COMPARATIVE TABLE

(Rpld—Repealed; Rnbd—Renumbered; Rltd—Relettered)

Ordinance/ Resolution Number	Date	Section	Article and Section this Charter
63-D	2-28-63		Adopted Charter
66-B	2-15-66		II, § 2
			II, § 9



AGENDA COMMENTARY

Meeting Date: 5/20/2021

Department: City Secretary

Contact: Dixie Roberts, City Secretary

Agenda Item: Accept resignations from Richard Garivey and Keko Moore from the City of Alvin Planning Commission.

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

Summary: Current members of the Planning Commission Richard Garivey, City Council member elect District C, and Keko Moore, City Council member elect At Large Position 1, have submitted letters of resignation from the Planning Commission effective May 19, 2021. A member of City Council may not also serve as a member of the Planning Commission. This agenda item is the formal acceptance of his resignation.

With the resignation of Mr. Garivey and Mr. Moore, there will be five (5) members on the Commission. The Charter states that the Commission shall consist of not less than five (5) nor more than eleven (11) members.

Current members on the Commission are Ashely Davis, Abrin Brooks, Santos Garza, Chris Hartman, and Randall Reed.

City Council may appoint additional members to the Commission under a separate agenda item scheduled for this meeting.

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

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

Legal Review Required: N/A ☒ Required ☐ **Date Completed:** 5/17/2021 SLH

Supporting documents attached:

- Richard Garivey Resignation
- Keko Moore Resignation

Recommendation: Move to accept the resignation from Planning Commission members Richard Garivey and Keko Moore.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

From: Richard Garivey
Sent: Wednesday, May 12, 2021 5:23 PM
To: Dixie Roberts <droberts@cityhall.cityofalvin.com>
Subject: Re: Planning Commission Resignation

Mayor and City Council,

Please accept my resignation from the Planning Commission effective May 19, 2021.

Thank you,

Richard Garivey

From: Keko Moore
Sent: Wednesday, May 12, 2021 11:38 AM
To: Dixie Roberts <droberts@cityhall.cityofalvin.com>
Subject: Re: Planning Commission Resignation

Mayor and City Council,

I am resigning from Alvin Planning Commission as of May 19th, 2021. My last Planning Commission meeting will be May 18th, 2021.

Thank you,

Keko Moore



AGENDA COMMENTARY

Meeting Date: 5/20/2021

Department: City Council

Contact: Paul Horn, Mayor

Agenda Item: Consider Resolution 21-R-12, honoring Brad Richards for his service as City Council member At Large Position 1, City of Alvin, Texas.

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

Summary: This Resolution is in recognition of City Council member Richards who has served in the At Large Position 1 from May 2012 to May 2021.

This framed Resolution along with a “special” award will be presented to Council member Richards during the 5/20 meeting.

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

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

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 5/17/2021 SLH

Supporting documents attached:

- Resolution 21-R-12
-

Recommendation: Move to approve Resolution 21-R-12, honoring Brad Richards for his service as City Council member At Large Position 1, City of Alvin, Texas.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

RESOLUTION NO. 21-R-12

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN,
TEXAS, HONORING BRAD RICHARDS FOR HIS SERVICE AS
COUNCIL MEMBER AT LARGE POSITION 1, CITY OF ALVIN,
TEXAS.**

WHEREAS, Brad Richards, has unselfishly contributed time, talents, and energies to serve the people of the City of Alvin as Member of the City Council, At Large Position 1, for the period of May 2012 to May 2021; and

WHEREAS, such contribution has become part of the foundation upon which this City stands; and

WHEREAS, the members of the City Council of the City of Alvin, Brazoria County, Texas, wish to recognize the service and contribution of

BRAD RICHARDS

NOW, THEREFORE, be it resolved that the City Council and the people of the City of Alvin do gratefully acknowledge and express their sincere thanks and appreciation for your outstanding service.

PASSED and APPROVED this 20th day of May 2021.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Paul A. Horn, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 5/20/2021

Department: City Council

Contact: Paul Horn, Mayor

Agenda Item: Consider Resolution 21-R-13, honoring Adam Arendell for his service as City Council member District B, City of Alvin, Texas.

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

Summary: This Resolution is in recognition of City Council member Arendell who has served in District B from May 2012 to May 2021.

This framed Resolution along with a “special” award will be presented to Council member Arendell during the 5/20 meeting.

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

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

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 5/17/2021 SLH

Supporting documents attached:

- Resolution 21-R-13
-

Recommendation: Move to approve Resolution 21-R-13, honoring Adam Arendell for his service as City Council member District B, City of Alvin, Texas.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

RESOLUTION NO. 21-R-13

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN,
TEXAS, HONORING ADAM ARENDELL FOR HIS SERVICE AS
COUNCIL MEMBER DISTRICT B, CITY OF ALVIN, TEXAS.**

WHEREAS, Adam Arendell, has unselfishly contributed time, talents, and energies to serve the people of the City of Alvin as Member of the City Council, District B, for the period of May 2012 to May 2021; and

WHEREAS, such contribution has become part of the foundation upon which this City stands; and

WHEREAS, the members of the City Council of the City of Alvin, Brazoria County, Texas, wish to recognize the service and contribution of

ADAM ARENDELL

NOW, THEREFORE, be it resolved that the City Council and the people of the City of Alvin do gratefully acknowledge and express their sincere thanks and appreciation for your outstanding service.

PASSED and APPROVED this 20th day of May 2021.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Paul A. Horn, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 5/20/2021

Department: City Council

Contact: Paul Horn, Mayor

Agenda Item: Consider Resolution 21-R-14, honoring Keith Thompson for his service as City Council member District C, City of Alvin, Texas.

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

Summary: This Resolution is in recognition of City Council member Thompson who has served in District C from May 2014 to May 2021.

This framed Resolution along with a “special” award will be presented to Council member Thompson during the 5/20 meeting.

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

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

Legal Review Required: N/A ☐ Required ☐ **Date Completed:** 5/17/2021 SLH

Supporting documents attached:

- Resolution 21-R-14

Recommendation: Move to approve Resolution 21-R-14, honoring Keith Thompson for his service as City Council member District C, City of Alvin, Texas.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

RESOLUTION NO. 21-R-14

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN,
TEXAS, HONORING KEITH THOMPSON FOR HIS SERVICE AS
COUNCIL MEMBER DISTRICT C, CITY OF ALVIN, TEXAS.**

WHEREAS, Keith Thompson, has unselfishly contributed time, talents, and energies to serve the people of the City of Alvin as Member of the City Council, District C, for the period of May 2014 to May 2021; and

WHEREAS, such contribution has become part of the foundation upon which this City stands; and

WHEREAS, the members of the City Council of the City of Alvin, Brazoria County, Texas, wish to recognize the service and contribution of

KEITH THOMPSON

NOW, THEREFORE, be it resolved that the City Council and the people of the City of Alvin do gratefully acknowledge and express their sincere thanks and appreciation for your outstanding service.

PASSED and APPROVED this 20th day of May 2021.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Paul A. Horn, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 5/20/2021

Department: City Council

Contact: Paul Horn, Mayor

Agenda Item: Consider the Mayor's appointment of Mayor Pro-tem.

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

Summary: The Mayor typically appoints the longest serving City Council member who hasn't served as Mayor Pro-tem.

City Council Position	Council member	Year Elected	Term Expires	Served as Mayor Pro-tem
At Large 1	Keko Moore	2021	2024	No
At Large 2	Joel Castro	*2018, 2019	2022	Current
District A	Martin Vela	2019	2022	No
District B	Chris Vaughn	2021	2024	No
District C	Richard Garivey	2021	2024	No
District D	Glenn Starkey	2016, 2019	2022	Yes
District E	Gabe Adame	2014, 2017, 2020	2023	Yes

*= filled unexpired term

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

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

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

Supporting documents attached:

Recommendation: Move to approve the Mayor's appointment of City Council member _____ to serve as Mayor pro-tem.

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

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

Alvin Police Department

City of Alvin – Departmental Update



Alvin Police Department



- 55 Sworn officers (4 openings)
- 9 Licensed telecommunication officers (including supervisor)
- 6 Detention Officers (1 opening)
- 4 Records clerks (including supervisor)
- 1 Crime victim liaison
- 1 Payroll clerk/recognition manager
- 1 Executive secretary
- 7 Alvin Animal Adoption Center (including supervisor)

Alvin Police Department



- In 2020 the Department:
 - Answered 23,737 Calls for service (includes 5,125 traffic stops)
 - Received 15,395 911 calls
 - Dispatched 744 fire calls, 5,750 EMS calls and 1,950 animal control calls
 - Wrote 2,816 reports
 - Completed 682 accident reports (1,161 in CAD)
 - Made 1,117 arrests

Alvin Police Department



- Patrol Division
 - Patrol operates on 12-hour shifts and the division has 4 shifts. A, B, C and D.
 - Each shift consists of a Lieutenant, as Sergeant and 5-6 Officers.
 - Traffic consists of 2 Officers who work 10 hour shifts.
- Criminal Investigation Division
 - CID consists of a Detective Sergeant, 6 investigators and 1 crime prevention officer (doubles as court bailiff).
 - Street Crimes Unit consists of 3 investigators (includes K9)
- Warrant Investigator
 - New position due to rise in class C warrants
 - Assigned to work with municipal court
 - Serves class C warrants
 - Acts as Bailiff
 - City hall security

Alvin Police Department



- Training

- Texas Commission on Law Enforcement requires a certain amount of training for sworn officers and licensed telecommunicators during each block of training cycle. A training cycle is 48 months and the current cycle started on September 1, 2019. Each block is 24 months and run odd year to odd year (Sept. 1, 2019 – August 31, 2021).
- Sworn officers have to have a minimum of 40-hours each block.
- Telecommunicators have to have a minimum of 20-hours each block.
- COVID-19 has significantly impacted training as in-person training were cancelled for most of 2020 and are just now starting to be scheduled.

Alvin Police Department



- Training

- We conduct in-service training using developed subject matter instructors as well as bringing in outside instructors.
- We also send our personnel to training outside the agency.
- As of May 1, 2021, in the current training block (Sept. 1, 2019 – August 31, 2021) we have provided:
 - 6,329 training hours to sworn personnel (126)hours each on average)*
 - 225 training hours to telecommunicators (25) hours each on average)

*This total is significantly less than previous years do to COVID 19 protocols.

Alvin Police Department



- Training
 - Civil rights, racial sensitivity and cultural diversity
 - De-escalation techniques
 - Crisis intervention – interaction with persons with mental impairments
 - Child abuse/neglect
 - Family violence
 - Human trafficking
 - Vehicle Operations
 - Civilian Interaction Training
 - NCIC/TCIC certification/recertification

Alvin Police Department



- Training
 - Several new mandatory trainings from this past legislative session to include:
 - Strangulation offenses
 - Recognition of offenses involving child abuse/neglect, family violence and sexual assault (this is a combination of previously separate trainings)
 - Human trafficking (added to basic academy required w/in 2 years of licensure)
 - Epinephrine autoinjector
 - Interaction with persons with Autistic Disorders
 - Data breach training
 - This is a legislative year so I expect that more training will be mandated.

Alvin Police Department



- We also have several active programs:
 - Radar Trailer – deployed in problematic areas or in response to a citizens complaint. Reports are posted on our website's crime prevention page.
 - Semi-portable radar signs which will are moved periodically to maintain effectiveness.



Alvin Police Department



- We also have several active programs:
 - Lock Your Car – signs
 - Drive Wise Alvin – signs
 - Moved periodically to maintain effectiveness



- 
- ALVIN
POLICE
DEPARTMENT
TX**
- # Coffee with Cops
- ## Let's talk about what's important to you!
- If you're interested in scheduling
Coffee with Cops at your business contact
Ruben Solano at 281-585-7124.
- ALVIN
POLICE
DEPARTMENT
TX




City of Alvin
Code Violation Notice

Date: _____ Time: _____
Address: _____
Please contact the City of Alvin about the following code violation(s).

Code Enforcement
Please note all Meetings/Calls are returned between 7-8am
Phone: 281-388-4337 or 4355 or 4245

_____ Litter Pile	_____ Illegal Signs
_____ Fence Repair	_____ Junk Vehicle
_____ High Weeds/Grass	_____ Junk and Debris

Animal Control
Phone: 281-388-4331

_____ Aggressive	_____ Illegal Animal(s)
_____ At Large	_____ Neglect
_____ Barking/Noise	_____ City License Displayed
_____ Excessive Number	_____ Waste

"A Code Compliance Officer or Animal Control Officer will be inspecting this violation within the next 3 business days. It is imperative that you take steps to correct the violation to avoid receiving a citation after the formal inspection procedure has been completed."

THIS IS NOT A CITATION

Other: _____

Officer: _____

Alvin Police Department



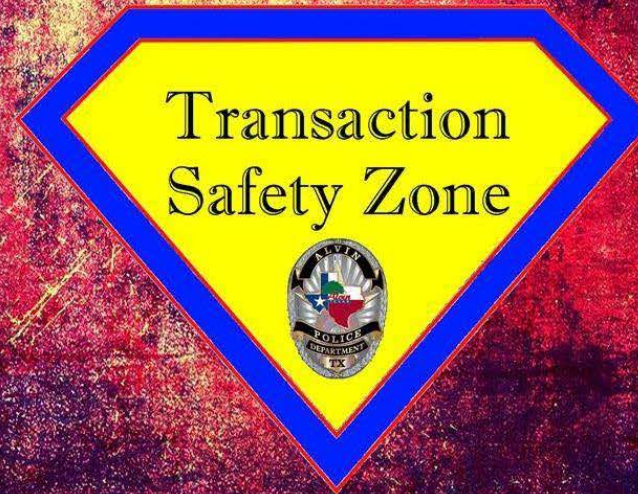
- We also have several active programs:
 - Social Media
 - Traffic Focus
 - Scam Alerts
 - Crime Prevention Tips
 - Emergency Updates
 - Help Identify



Alvin Police Department



- We also have several active programs:
 - Safe Transaction Zone



Use our parking lot or lobby for your next online, in person transaction! It's a safer way to go!

Alvin Police Department



- Volunteer Chaplain Program
 - Death notifications
 - Employee outreach
 - Family support
- Citizen Patrol
 - Parking lots
 - Neighborhoods
 - Wrecker standby
- Citizen Police Academy
 - Just graduate class #17



Citizen Police Academy



- January 2022
 - One night a week for six weeks
 - One Saturday at the range (optional)
 - Each week different aspect of Alvin PD is explored
 - Open to anyone who lives or works in Alvin
- Contact Detective Ruben Solano 281.585.7124 or at rsolano@apd.cityofalvin.com
- Class size limited to 24

Recognized Agency - Texas Police Chief's Association



- The Law Enforcement Recognition Program is a voluntary process where police agencies in Texas prove their compliance with 166 Texas Law Enforcement Best Practices. These Best Practices were carefully developed by Texas Law Enforcement professionals to assist agencies in the efficient and effective delivery of service, the reduction of risk and the protection of individual's rights.
- Being "Recognized" means that the agency has proven that it meets or exceeds all of the identified Best Practices for Texas Law Enforcement.
- Recognition lasts for four years. We successfully completed the re-recognition process in 2020 and were formally awarded at the 2021 Texas Police Chief's Conference.



Data Driven Approach to Crime and Traffic Safety (DDACTS)



- Moving to a DDACTS policing model in 2021
 - Data-Driven Approaches to Crime *and* Traffic Safety (DDACTS) is a law enforcement operational model supported by a partnership among the Department of Transportation's National Highway Traffic Safety Administration, and two agencies of the Department of Justice, the Bureau of Justice Assistance (BJA), and the National Institute of Justice (NIJ). DDACTS integrates location-based traffic crash, crime, calls for service and enforcement data to establish effective and efficient methods for deploying law enforcement resources.
 - Basics involve data analysis to identify locations where the highest crime, highest accident and highest calls for service overlap and to concentrate highly visible traffic enforcement in those areas by assigning traffic and patrol units to those identified areas.

▲ ☒ ACC_MAJOR_2019_2018

COUNT_USER_street

- ≤1
- ≤2
- ≤4
- ≤9
- ≤13

▲ ☒ DDACTS_CRIMES_2019_NO WALMART

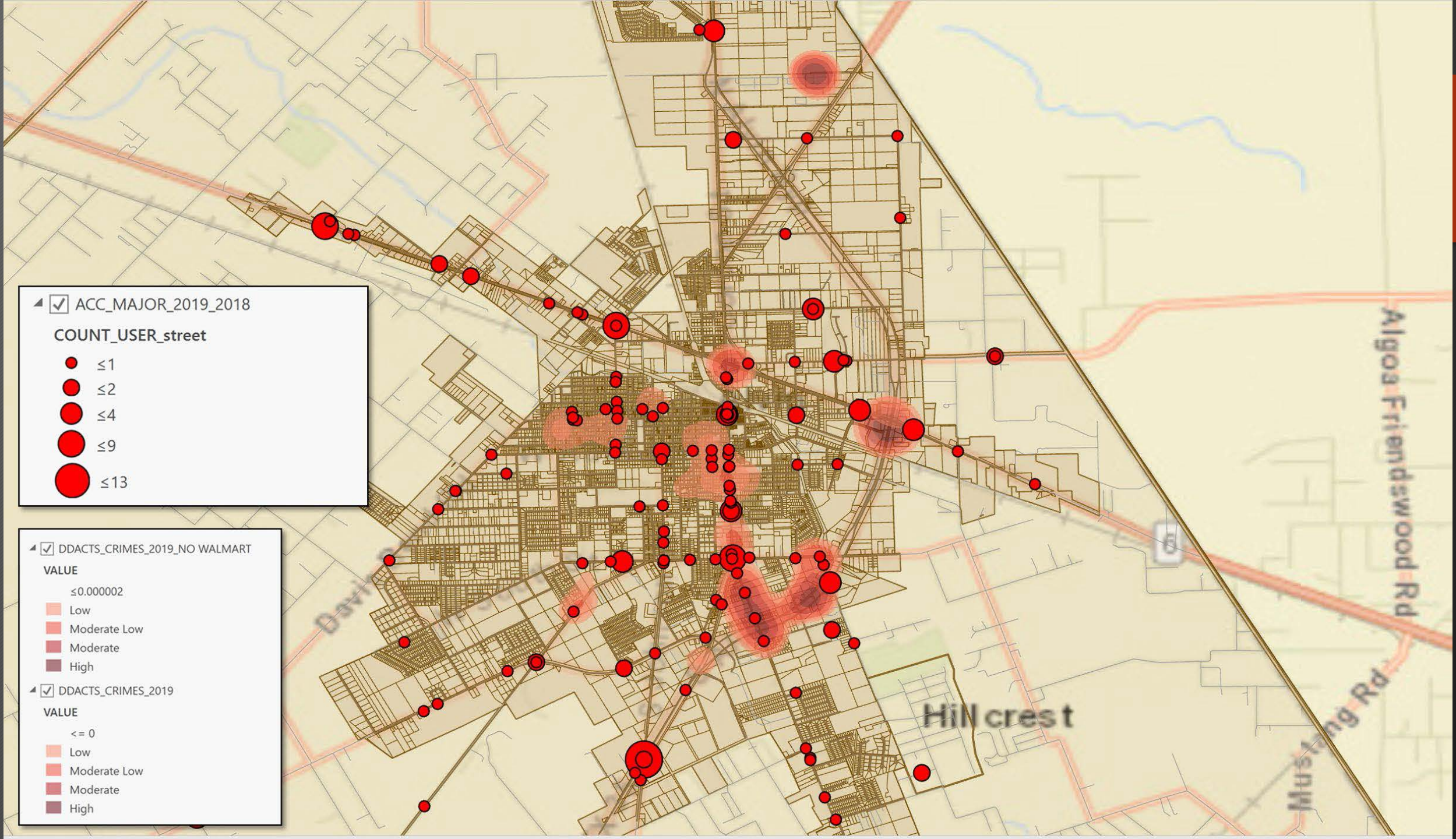
VALUE

- ≤0.000002
- Low
- Moderate Low
- Moderate
- High

▲ ☒ DDACTS_CRIMES_2019

VALUE

- ≤0
- Low
- Moderate Low
- Moderate
- High



Alvin Animal Adoption Center

City of Alvin – Departmental Update

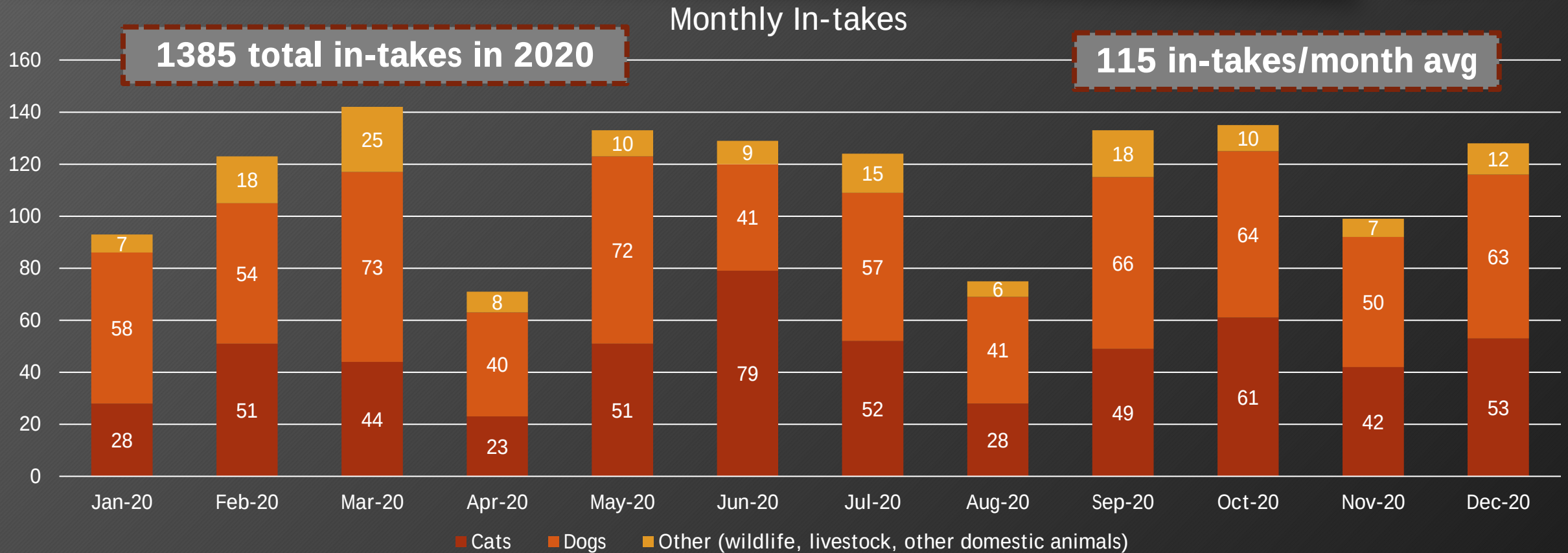


Our Team

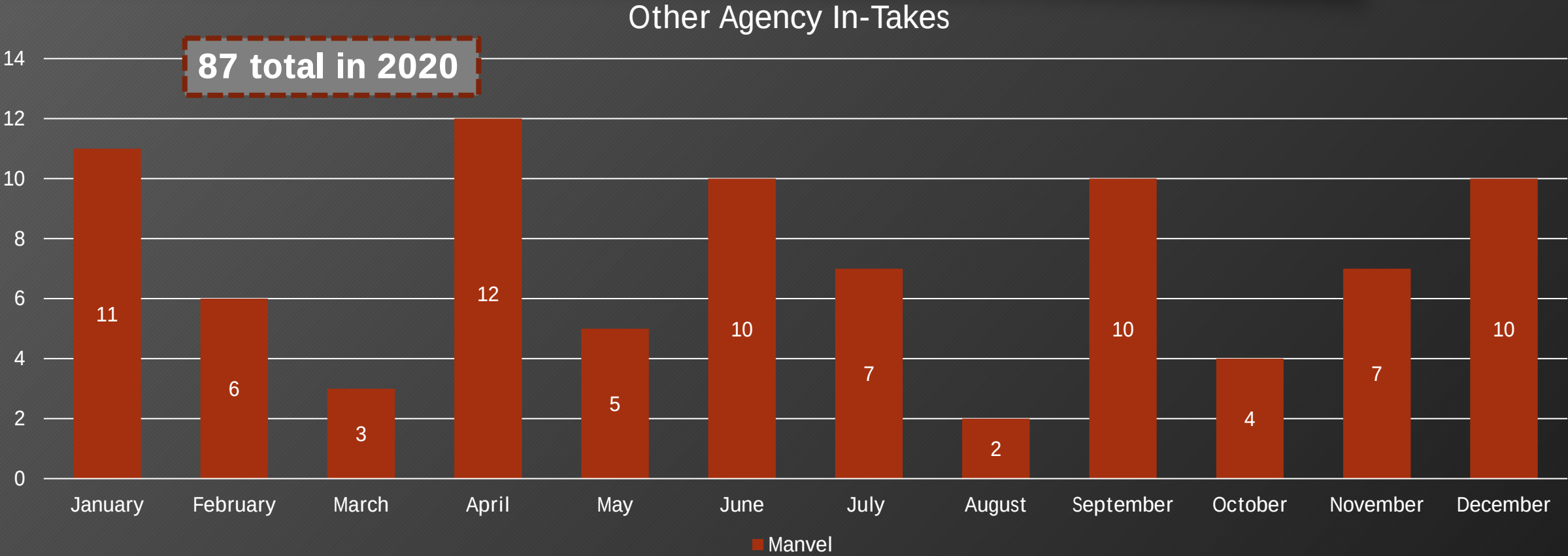


- Kim Vera, Kennel Tech
- Avery LaChapelle, Kennel Tech
- Clarissa Barron, Kennel Tech
- Richard Villaloboz, Animal Control Officer
- Brittney Moore, Animal Control Officer
- Megan Connally, Animal Control Officer
- Autumn Miller, Shelter Manager

In-Takes



Other Agency In-Takes



Milestones



- No animal has been euthanized for time limits or space since December 27, 2015
- AAAC staff and a select few volunteers foster “bottle babies”, medical cases, and those awaiting out of state transport to save as many animals as possible



Three bottle babies found in the engine of a vehicle

Destiny – senior dog awaiting transport to Wisconsin



New AAAC Sign



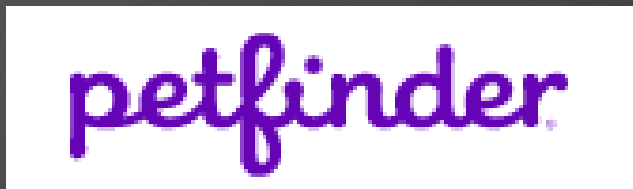
- ½ of the materials and install donated by Coast Graphic and Signs
- We have plans to raise the sign to its original intended height and for landscaping around sign



Community Involvement



- Pet(s) of the Week in The Alvin Sun & Advertiser – one cat and one dog
- Available pets are posted on Petfinder.com and AdoptAPet.com
- Billboard advertisement on Highway 6 (near Jack Brooks Park)
- Low-cost pet vaccination clinic at AAAC every other Saturday from 1p-3p



SATURDAY * 1PM - 3PM

May 22 * June 5 * June 19



- Vaccines
- Intestinal Parasite Screening
- Heartworm testing
- Heartworm prevention
- Flea/tick Prevention
- Deworming
- FeLV/FIV Testing

Community Involvement



Adopt **Lucy** for just **\$65**



Sterilization Sponsored
In Memory of:



ALVIN ANIMAL ADOPTION CENTER
550 W Highway 6 • Alvin, TX
281.388.4331

Adopt **Basil** for just **\$65**



Sterilization Sponsored by:



ALVIN ANIMAL ADOPTION CENTER
550 W Highway 6 • Alvin, TX
281.388.4331

Adopt **Jameson** for just **\$65**



Sterilization sponsored by:



ALVIN ANIMAL ADOPTION CENTER
550 W Highway 6 • Alvin, TX
281.388.4331

Adopt **Loui** for just **\$65**



Sterilization sponsored by:



ALVIN ANIMAL ADOPTION CENTER
550 W Highway 6 • Alvin, TX
281.388.4331

Help a Homeless Pet & Promote your Business or Organization by teaming up with the Alvin Animal Adoption Center

The Alvin Animal Adoption Center is responsible for taking in the homeless pets of Alvin. We save them from the streets and provide them with care until we are able to find them new families.

Our adoption fees cover the sterilization (spay or neuter), microchip, rabies vaccination, deworming, flea medication, and basic vaccinations. When we are able to find sponsors for the sterilization of these pets, we are able to lower the adoption fee and increase the chance of adoption for that pet.



By donating \$85 toward the sterilization of a dog or \$65 toward the sterilization of a cat, you can make a difference! We will post a flyer on that pet's kennel stating your organization sponsored the sterilization, post it on our Facebook page, and provide you with a flyer to display at your facility!

Don't hesitate – there are many pets counting on you!

Alvin Animal Adoption Center

550 West Highway 6
Alvin, Texas 77511

To participate, please call 281.388.4331 or email amiller@cityofalvin.com

Community Involvement



- Puppy Pals at the Alvin Library
- Restart date is TBD



Community Involvement

- Raise money for our medical and sterilization funds through raffles and “thank you” gifts



WIN - WIN - WIN
a round of golf for
FOUR people
including range balls at
Wildcat Golf Club

WILDCAT GOLF CLUB

ALVIN ANIMAL ADOPTION CENTER

Raffle tickets are available only at the Alvin Animal Adoption Center! Two winners will be drawn 12.21.2020. Tickets are \$5 each. Funds raised will be used to sponsor our shelter pets.



SANTA PAWS
is coming to town!

Raffle tickets
\$1 each

Funds raised will be used for Sponsor-a-Pet program

Drawing will be held 12.07.2020

HUGE THANK YOU to Wicked Wreath Designs for donating this awesome raffle item!



Hey, hey! Get your **AAAC t-shirt** when you donate \$20 to help our shelter pets!

← →

← →

Get an **AAAC coloring book** when you donate \$7 to help our shelter pets!

20 page educational coloring book featuring our shelter pets!

All funds raised will go toward sponsoring spay/neuter surgeries to help keep adoption fees low.

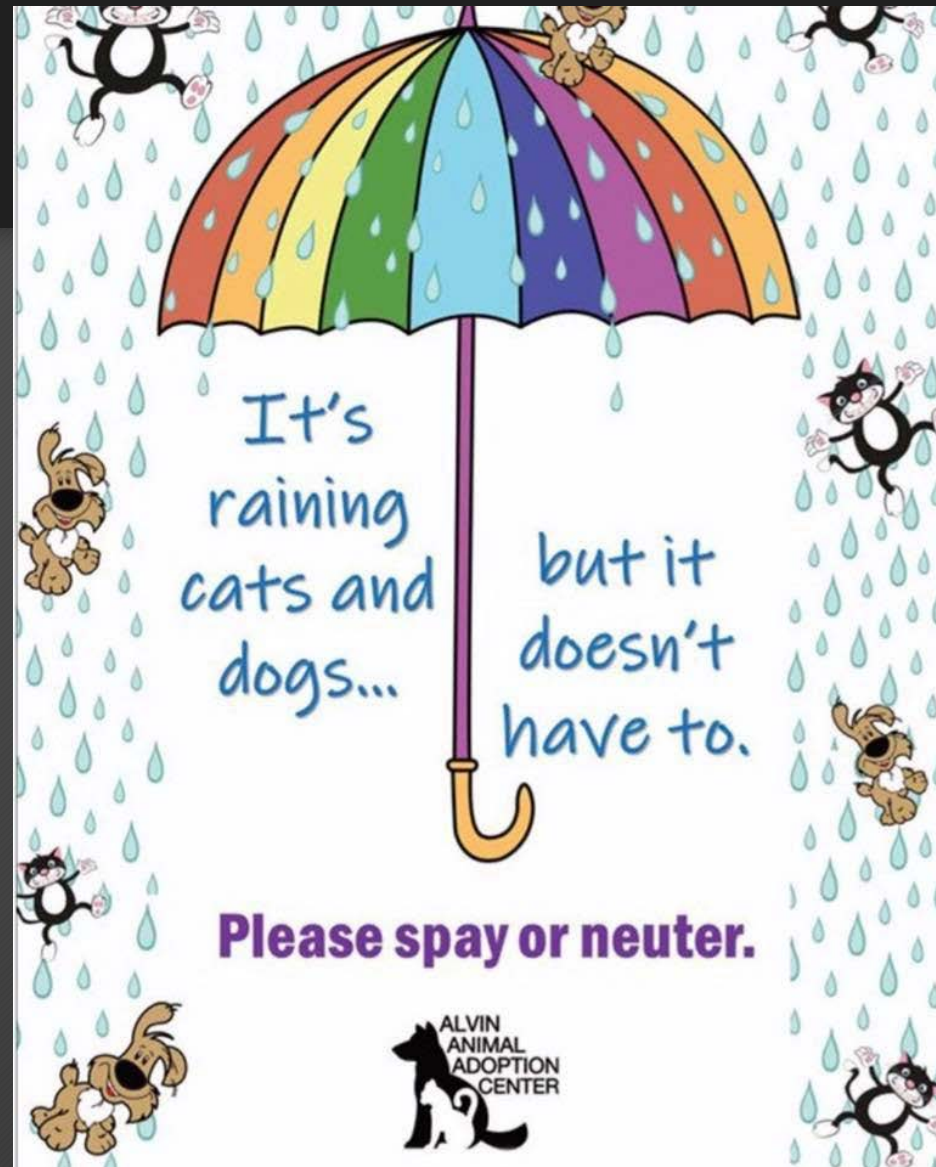


Donations



- Donations to the Alvin Animal Adoption Center can be made:
 - At the shelter (550 W Hwy 6)
 - Over the phone (281.388.4331)
 - Via our Alvin Animal Adoption Center Facebook page
 - Via our City Webpage (www.alvin-tx.gov)
 - At the Veterinary Hospital of Alvin (Medical fund)

Thank you





AGENDA COMMENTARY

Meeting Date: 5/20/2021

Department: Police Department

Contact: Chief Robert E. Lee

Agenda Item: Consider the purchase and installation of security fencing and gates for the Police Department from Nexlar Security in an amount not to exceed \$76,763.00; and authorize the City Manager to sign upon legal review.

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

Summary: In the past few months we have had several security issues in and around the non-public areas of the police department. We have discovered individuals walking among and looking into squad cars and personal vehicles. We have had persons released from jail wondering around the building, known gang members have been found sitting in the exercise/training area watching employees, we recently found someone sitting at a break table near the patrol wing staring at employees. We do have exterior cameras around the building, and we have electronic gates which has prevented vehicles from cutting across the property from Gordon to Hood to avoid traffic, but these do not prevent foot traffic from accessing what should be a secure area. Our solution is to place a 6' wrought iron fence around the unsecured perimeter of the Police Department and install gates which do not allow for pedestrian access. Nexlar Security will be installing the fence and gates. Nexlar was not the lowest priced option, however it is interoperable with our current electronic access system (doors, existing sally port gate) and is expandable so that future upgrades can be done. Also, Nexlar allows for the gates to be equipped with a remote control operation option that allows officers leaving the Police Department on priority calls to activate the exit gates remotely before they reached the in ground sensors. This will allow the slower speed (standard operation) gates to be utilized instead of having faster opening (specialized) gates installed (a difference of approx. \$28,000). Installation should take 4-5 weeks from date of authorization. Funding for this project was included as part of the budget amendment approved at the April 15, 2021, City Council meeting.

Staff recommends approval.

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

Funding Account: _____ **Amount:** \$76,763.00 **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 5/11/2021 S:J

Supporting documents attached:

- Cover letter
- Nexlar quote/contract
- Additional quotes
- PD Fencing White Paper

Recommendation: Move to approve the purchase and installation of security fencing and gates for the Police Department in an amount not to exceed \$76,763.00; and authorize the City Manager 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 ☒



NEXLAR SECURITY
Protect - Deter - Identify

2825 Wilcrest Dr. #170
Houston, TX 77042

Phone: 281-407-0768
Fax: 281-231-2486
Cell: 281-704-2556
www.nexlar.com
service@nexlar.com

IMPROVEMENT PROPOSAL

POSTAL ADDRESS

Alvin Police Department

1500 South Gordon
Mr. Jacob Schauer
281-585-7133 713-824-4025

ASSG #

EST-702449

PROPOSAL DATE

10 May 2021

REF ID

Galvanized fence 980
feet of fence
PO#2021001174

PROJECT ADDRESS

Mr. Jacob Schauer
281-585-7133 713-824-4025

PRODUCT	DESCRIPTION	QTY	USD	AMOUNT
Wrought Iron Fencing	8'x6' galvanized powder coated fence (3) 1x1" rails 5/8 picket (6) 3/4" brackets per fence panel 2x2 galvanized and powder coated 2 ft. In cement or base plate anchored in cement 1 walk in gate minimal hardware provided Mesh on walk in gate	980.00	43.00	42,140.00
Slide gate with mesh	Fabricate and install 26' slide gate with mesh 2x2 frame V groove track 2 wheels 2 rollers Primer and paint	2.00	3,900.00	7,800.00
Gate track protector	24 foot trough to protect the gate	2.00	375.00	750.00
Pedestrian Gate	Walk-in pedestrian gate with mesh with cast iron 6x4	2.00	490.00	980.00
Gate operator fence	Fence to protect gate operator with access door	2.00	560.00	1,120.00
Liftmaster CSL24VDC	Engineered for more than a million cycles in high-traffic heavy-duty applications, the CSL24U is ideal for the most demanding slide gate environments.	2.00	3,250.00	6,500.00
EMX loop detector		4.00	195.00	780.00
4x8 Loop wires	Custom made loop wires for safety loops and exit loops	4.00	225.00	900.00
Photoeye		4.00	287.00	1,148.00
Knoxbox	Knoxbox with pad lock	2.00	435.00	870.00
911 box with Falcon pad lock		2.00	420.00	840.00
Gate safety edge		2.00	375.00	750.00
Tomar strobe receiver	Tomar emergency strobe receiver W/ install	2.00	1,117.50	2,235.00
	Saw In loops	4.00	450.00	1,800.00
	Access control set up and install	35.00	150.00	5,250.00
Concrete	Concrete pour for slab	1.00	2,900.00	2,900.00

Unless otherwise expressed, each quote has a limited validity. Ask us about our incentive for signing a quote within 24hrs.

Sub-Total	76,763.00
None (0%)	0.00
Final Total	\$76,763.00

Project Terms & Conditions

NEXLAR, LLC. TERMS & CONDITIONS: BY SIGNING & RETURNING THIS DOCUMENT TO NEXLAR, LLC, ALSO KNOWN AS "THE COMPANY/ US/ WE/ OUR", THE BELOW AUTHORIZED SIGNER, ALSO KNOWN AS "YOU/ YOUR/ CUSTOMER/ CLIENT/ MEMBER", AGREES TO PURCHASE ALL ITEMS CONTAINED HEREIN, WHICH HEREINAFTER WILL BE KNOWN AS " THE PROJECT OR LISTED SYSTEM". ADDITIONALLY, BY SIGNING YOU AGREE TO ALL THE TERMS & CONDITIONS STATED BELOW AS A LEGALLY BINDING & ENFORCEABLE AGREEMENT WRITTEN IN A LANGUAGE YOU UNDERSTAND.

1.ALL AGREEMENTS, NOTICES, PROPOSALS, & DISCLOSURES, COLLECTIVELY KNOWN AS "DOCS", BY US ARE SENT TO YOU ELECTRONICALLY. YOU AGREE TO RECOGNIZE & TREAT DELIVERIES THE SAME AS TRADITIONAL MAIL. YOU CAN REQUEST "TRADITIONAL ONLY" AT ANY TIME, THIS WILL AFFECT PROCESSING SPEED. YOU WILL NOTIFY US OF ANY CHANGES TO EMAILS OR AUTHORIZED PERSONNEL CONTACT INFO. TO REDUCE THE CHANCE OF NOT RECEIVING DOCS. WE WILL NOT BE RESPONSIBLE FOR ANY ADDITIONAL COST INCURRED BY YOU DUE TO OUTDATED CONTACT INFO.

2.YOU ARE RESPONSIBLE FOR PROVIDING A INTERNET CONNECTION, A ROUTER THAT SUPPORTS THE LISTED SYSTEM, ACCESS TO PROJECT ADDRESS DURING COMPANY BUSINESS HOURS, ANY NEEDED LIFTS AS REQUIRED BY OSHA, EASY POWER ACCESS- 120VAC OUTLET, A PC SYSTEM (MOST MACS NOT SUPPORTED), & SECURING / PAYING FOR SUCH RESPONSIBILITIES.

3.WHEN YOU ARE UNAVAILABLE FOR A SCHEDULED PROJECT /SERVICE CALL WORK DAY, A TWENTY- FOUR (24) NOTICE FROM YOU TO US IS REQUIRED. ANY UNDISCLOSED DELAYS MAY INCUR ADDED CHARGES.

4.ADDITIONAL PURCHASES MAY BOOST PREVENTION & ARE SUBJECT TO THE SAME TERMS PLUS ADDED COST. CONDUIT IS A SEPARATE PURCHASE. PROPOSALS MADE OVER THE PHONE &/OR THROUGH EMAIL WITH NO ON-SITE INSPECTION ARE APPROXIMATE & MAY REQUIRE ADD-ONS.

5.YOU HAVE VOLUNTARILY ACCEPTED THE LISTED SYSTEM. LOCAL MUNICIPALITY, BUILDING/PROPERTY MANAGERS MAY REQUIRE APPROVAL/ PERMITS FOR SAID SYSTEM, WHICH WILL BE DETERMINING & COMPLIED WITH BY YOU ALONE.

6A.THE PAYMENT TERMS & CONDITIONS ARE AS FOLLOWS: 1) THE FIRST PAYMENT (PAYMENT 1 OF 3) IS CALCULATED AS FIFTY-PERCENT (50%) OF THE TOTAL PROJECT COST, & MUST BE PAID BEFORE THE INSTALLATION OF THE PROJECT BEGINS. 2) THE SECOND PAYMENT (PAYMENT 2 OF 3) IS CALCULATED AS FORTY-FIVE (45%) OF THE TOTAL PROJECT COST, & IS PAID ONCE THE PROJECT IS AT SIGNIFICANT COMPLETION. 3) THE FINAL & THIRD PAYMENT (PAYMENT 3 OF 3) IS CALCULATED AS FIVE-PERCENT (5%) OF THE TOTAL PROJECT COST, & IS DUE THE SAME DAY AS THE EXPIRATION DATE OF THE NINETY (90) DAY LABOR WARRANTY. 4) THE FIRST PAYMENT HAS NO SET DUE DATE. HOWEVER THE INSTALLATION OF THE PROJECT (INCLUDING EQUIPMENT ORDERING & ASSIGNING A PROJECT START DATE) WILL NOT BEGIN UNTIL SAID PAYMENT IS MADE. 5) ONCE A START DATE HAS BEEN ASSIGNED YOU WILL BE TOLD THE APPROXIMATE DATE OF WHEN THE PROJECT WILL BE AT SIGNIFICANT COMPLETION, WHICH IS THE SAME DAY THE SECOND PAYMENT IS DUE. A FIFTEEN (15) DAY GRACE WILL BE GIVEN, WHICH WILL ALLOW YOU AMPLE TIME TO REMIT THE PAYMENT. IF THE PAYMENT IS NOT MADE WITHIN THE GIVEN TIME, ADDITIONAL FEES WILL BE INCURRED. ANY INCURRED ADDITIONAL FEES ARE NON-REFUNDABLE. ALSO, ALL SUPPORT & VALID PROJECT WARRANTIES WILL BE SUSPENDED UNTIL THE FULL PAYMENT, INCLUDING INCURRED FEES, IS MADE. 6) ONCE THE THIRD PAYMENT IS DUE YOU WILL HAVE A GRACE OF FIFTEEN (15) DAYS TO REMIT PAYMENT. IF THE PAYMENT IS NOT MADE WITHIN THE GIVEN TIME, ADDITIONAL FEES WILL BE INCURRED. ANY INCURRED ADDITIONAL FEES ARE NON-REFUNDABLE. ALSO, ALL SUPPORT & VALID PROJECT WARRANTIES WILL BE SUSPENDED UNTIL THE FULL PAYMENT, INCLUDING INCURRED FEES, IS MADE. 7) A FINANCE CHARGE OF ONE & ONE- HALF (1-1/2%) PERCENT PER MONTH (EIGHTEEN (18%) PERCENT PER YEAR) IS APPLIED TO ALL LATE PAYMENTS. A ADMIN- FEE OF FIVE-PERCENT (5%/ NO LESS THAN \$14.95) IS APPLIED TO PAYMENTS MADE AFTER THE DUE DATE AS AGREED DAMAGES- NOT A PENALTY. 8) WE RETAIN ALL TITLES/ WARRANTIES/ OWNERSHIP/ POST-SUPPORT UNTIL ALL DUES ARE PAID IN-FULL. 9) COLLECTION ACTION MAY INCLUDE (NOT LIMITED TO) THE FOLLOWING: PAYMENT REMINDERS/ CREDIT BUREAU FILING/ PRODUCT REPOSSESSION/ FILING A PROPERTY LIEN.

6B. PROJECT STAGES & TERMS: 1) THE PROJECT IS CONSIDERED READY TO INSTALL ONCE THE FIRST PAYMENT IS MADE. 2) THE PROJECT IS CONSIDERED AT SIGNIFICANT COMPLETION WHEN NINETY-FIVE-PERCENT (95%) OF ALL PURCHASED PRODUCTS ARE INSTALLED. 3) THE PROJECT IS CONSIDERED COMPLETE WHEN ALL PRODUCTS ARE INSTALLED & WORKING. 4) SYSTEM TRAINING IS THE SAME DAY OF COMPLETION. END-USERS SHOULD BE AVAILABLE FOR THE TRAINING CLASS. THE CLASS CAN BE POSTPONED, BUT DOES NOT CHANGE THE COMPLETION STATUS OF THE PROJECT & MAY INCUR ADDITIONAL CHARGES. 5) THE LABOR WARRANTY STARTS THE SAME DAY THE PROJECT IS COMPLETE.

7.EACH PROPOSAL CONTAINS AN AUTOMATIC CASH DISCOUNT OF TWO-PERCENT (2%). EXAMPLE A PRODUCT LISTED HEREIN FOR TEN-DOLLARS (\$10.00), HAS AN ACTUAL SALES PRICE OF TWELVE-DOLLARS (\$12.00). THE CASH DISCOUNT IS GIVEN AUTOMATICALLY BECAUSE WE ASSUME EACH YOU WILL PAY FOR THE LISTED SYSTEM WITH A CHECK OR CASH. IF YOU INTENDED TO PAY WITH AN ALTERNATIVE FORM OF PAYMENT, SUCH AS A DEBIT OR CREDIT CARD, PLEASE LET US KNOW. WE WILL READJUST YOUR PROPOSAL TO REFLECT THE LOST TWO-PERCENT (2%) CASH DISCOUNT.

8.ALL SALES ARE FINAL! CERTAIN PURCHASES- MEETING CERTAIN CRITERIA- "MAY" BE ELIGIBLE FOR A REFUND, OR STORE CREDIT, OR EXCHANGE. ELIGIBILITY IS REVIEWED CASE BY CASE & WE RETAIN THE RIGHT TO DENY. MOST EQUIPMENT STILL IN "AS NEW" CONDITION, IN THE ORIGINAL BOX, RETURNED WITHIN FIFTEEN (15) DAYS, WITH A TWENTY-FIVE PERCENT (25%) RESTOCKING ARE ELIGIBLE.

9.A WARRANTY FOR LABOR (ALL PRODUCTS/SERVICES ARE PROVIDED &/OR INSTALLED IN A GOOD, WORKMANLIKE MANNER) IS PROVIDED BY US TO YOU ALONE, & LASTS FOR 90 DAYS AFTER THE INITIAL INSTALL.

10.A WARRANTY FOR PARTS IS PROVIDED BY THE SUPPLIER &/OR THE DISTRIBUTOR & VARIES BY PRODUCT.

11.THERE ARE CERTAIN THINGS WHICH ARE NOT PROMISED OR WARRANTED BY US, OR THE SUPPLIERS, OR THE DISTRIBUTORS, COLLECTIVE KNOWN AS REPS, REGARDING PRODUCTS/ SERVICES WHICH ARE ALL SOLD "AS IS". THE FOLLOWING STATEMENTS REGARDING WARRANTIES & OR PROMISES ARE TRUE: 1) THERE ARE NO EXPRESSED/ IMPLIED WARRANTIES, INCLUDING (NOT LIMITED TO) A WARRANTY OF MERCHANTABILITY/ FITNESS FOR A PARTICULAR PURPOSE. 2) ONLY WRITTEN WARRANTIES ARE VALID. 3) WARRANTIES NOT MADE BY US ARE LIMITED TO THE APPLICABLE WARRANTOR. 4) NO WARRANTY IS A SUBSTITUTES FOR INSURANCE.

12.WARRANTIES ARE VOID WHEN YOU FAIL TO DO ANY OF THE FOLLOWING, 1) TEST/ MAINTAIN PURCHASE PERIODICALLY. 2) REPORT ANY CLAIMED INADEQUACY (FAILURE) TO US ALONE. 3) PAY FOR NON-WARRANTY SERVICES. 4) BECOME FAMILIARIZE WITH RELEVANT LAWS & COMPLY. 5) CONFIRM THE COMPATIBILITY OF THE LISTED SYSTEM WITH ANY CURRENT/FUTURE PRODUCTS OR SERVICES YOU MAY PURCHASE, SUCH AS INTERNET OR TELEPHONE SERVICE. YOU WILL PAY ANY & ALL COST FOR SUCH CURRENT/ FUTURE SERVICES. 6) MAKE FULL PAYMENT OF ANY OBLIGATION OWED TO US.

13.EXAMPLES OF SERVICES NOT COVERED BY NEXLAR'S LABOR WARRANTY ARE: DAMAGE DURING SHIPMENT, FAILURES CAUSED BY PRODUCTS NOT PROVIDED BY US, OR FAILURES WHICH RESULT FROM: ACCIDENT/ MISUSE/ ABUSE/ NEGLIGENCE/ MISH&LING/ MISAPPLICATION/ ALTERATION/ MODIFICATION/ INADEQUATE SIGNAL/ MAL-ADJUSTMENTS/ IMPROPER OPERATION/ RENTAL USE OF THE PRODUCT(S)/ ANY PART EXCLUDED FROM REPS WARRANTY/ REPAIR SERVICE NOT BY US/ DAMAGE ATTRIBUTABLE TO "ACTS OF GOD".

14.PRODUCTS/ SERVICES THAT ARE COVERED BY THE ORIGINAL REPS WARRANTY IS HONORED TO THE AUTHORIZED PURCHASER (US) ALONE. WE

PROVIDE YOU, USING THE SAME PARAMETERS WHICH EXCLUDES LABOR, THE ORIGINAL REPS WARRANTY. DETAILED INFORMATION REGARDING WARRANTIES THAT ARE NOT PROVIDE BY US CAN BE FOUND ON THE ACCOMPANYING INVOICE OR CAN BE REQUEST BY EMAIL. ANY POTENTIAL COST FOR RENDERING SERVICES NOT COVERED BY ANY REPS WARRANTY WILL BE OWED BY YOU.

15.WE PROVIDE SERVICE IN A "REASONABLE" AMOUNT OF TIME & MAY UTILIZE SUB-CONTRACTORS.

16.WE MAY TERMINATE THIS AGREEMENT, WITH/ WITHOUT CAUSE & WITHOUT ANY LIABILITY WHATSOEVER.

17.UNDER NO CIRCUMSTANCE SHALL NEXLAR, LLC. BE HELD LIABLE FOR ANY LOSS OF USE, REVENUE, OR ANTICIPATORY PROFITS, OR FOR ANY DIRECT OR CONSEQUENT DAMAGE, INCLUDING ANY INJURIES OR DEATH, ARISING OUR OF, OR CONNECTED WITH THE SALE, USE, OR OPERATION OF GOODS & SERVICES SOLD. ADDITIONALLY, YOU AGREE TO HOLD HARMLESS & INDEMNITY NEXLAR, LCC. FROM SUCH LIABILITIES.

18.NEXLAR, LLC. IS NOT RESPONSIBLE FOR, & DOES NOT RETAIN CLIENT'S CREDENTIALS FOR, BUT NOT LIMITED TOO: DVRS, COMPUTERS, CMS SOFTWARE, MODEMS, ROUTERS, OR OTHER DEVICES. IT IS YOUR RESPONSIBILITY TO RETAIN SUCH INFORMATION.

19.THE TERMS OUTLINED HEREIN CONSTITUTES AN ENTIRE AGREEMENT BETWEEN YOU & US FOR THE LISTED SYSTEM. THIS AGREEMENT SHALL BE GOVERNED BY & CONSTRUED & ENFORCED UTILIZING THE LAWS OF TEXAS & OUR PREVAILING COUNTY. THE UNENFORCEABILITY OR ILLEGALITY OF ANY PROVISION SHALL NOT RENDER ANY OTHER PROVISION AS UNENFORCEABLE, NULL OR VOID, SO LONG AS THE REMAINING IS A SUFFICIENT LEGALLY BINDING AGREEMENT. CERTAIN PRODUCTS/SERVICES REQUIRE ADDITIONAL PROVISIONS. SUCH AN AGREEMENT WILL BE PRESENTED TO YOU WHEN RELEVANT. ANY AMENDMENTS TO THIS AGREEMENT WOULD HAVE TO BE SIGNED BY YOU & US TO BE VALID.

20.UNLESS OTHERWISE STATED, EACH PROPOSAL'S PRICING, PRODUCTS, AVAILABILITY, & TERMS ARE VALID FOR THIRTY (30) DAYS ONLY WITHOUT A SIGNATURE FROM THE PURCHASER, YOU.

21.LASTLY, BY SIGNING, YOU ACKNOWLEDGE TO HAVE READ & AGREE WITH ALL CONTAINED HEREIN; WHICH WILL APPLY TO ALL CURRENT & FUTURE AUTHORIZED MEMBERS. IT IS YOUR DUTY TO FOLLOW ALL SAID TERMS, PROVISIONS, & AGREEMENTS STATED HEREIN. IF ANY TERM OR CONDITION CONTAINED HEREIN ARE NOT FULLY UNDERSTOOD BY YOU, LEGAL ADVICE SHOULD BE SOUGHT BEFORE SIGNING .

Authorized Signature _____

Cactus Fence

713-907-5975

1133 county road 62 Rosharon Texas 77583

Quotation and Proposal Contract When Signed

These prices are valid for 30 days from:

Name: **Alvin P.D.**

Address: **1500 South Gordon St**

City: **Alvin**

Zip: **77511**

Key Map:

Phone: **281-585-7133 / 346-278-8919**

Email: **jschauer@apd.cityofalvin**

Job Name:

Adv.

Job Location:

6' Tall Ameristar Three Rail

Pre Galvanized & E-Coated Black

- 5/8" x 5/8" Square Picket @ 4" Spacing
- (3) 1"x 1" U-Channel Punched Rails Bracketed
- Montage Genesis 3-Rail
- 2" Sq. Posts - Set 24" Deep in Concrete, 8' Apart
- **20 Year E-Coat Warranty (Black) / All Panels Clipped to Post (Non Weld Installation)**
- Includes Removal and Haul off of Old Fence

6' Tall Sliding Driveway gate

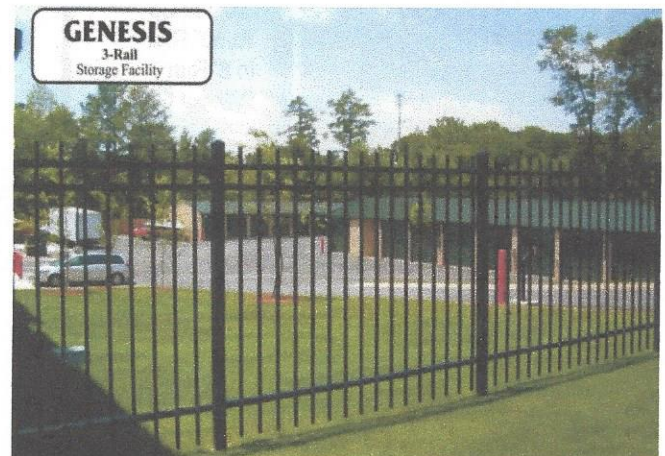
12' x 6' tall gates (4)

- 3/4" x 3/4" Square Picket @ 4" Spacing
- (3) 1 1/4"x 1 1/4" Rails
- 2"x2" frame on all gates
- Custom welded tracks 1/4" Flat bar w/1"x1" angle iron
- 4" Sq. Gate Posts - Set 30-36" Deep in Concrete
- Includes Removal and Haul off of Old Fence
- Includes Removal and Haul off of Concrete beam.

Liftmaster CSL24V

12' x 6' tall gates (4)

- Free Exit on two gates with photo saftey beams
- Saftey loops on two gates entry gates with photo saftey beams
- Goose Neck pedistool for AK11 key pad.
- Will use existing wiring for the key pads and power on operators
- 4" Sq. Gate Posts - Set 30-36" Deep in Concrete
- Includes Removal and Haul off of Old Fence
- Includes Removal and Haul off of Concrete beam.



1' PER SEC ?

Purchaser agrees to pay \$40.00 for Under Ground Protection (UGP) yes _____ no _____					
Quotation includes current insurance coverage. Any additions/changes will be at Purchasers Expense.					
QTY	Description	Subtotal	Discount	Savings	Price
935	1 - Iron fence 3 Rail	\$42,728.40	10%	\$4,272.84	\$38,455.56
4	2 - Four Sliding Gates with track	\$16,500.00	10%	\$1,650.00	\$14,850.00
4	3 - Operators with control systems	\$22,121.00	10%	\$2,212.10	\$19,908.90
		\$0.00	10%	\$0.00	\$0.00
		\$0.00	10%	\$0.00	\$0.00
		\$0.00	10%	\$0.00	\$0.00
		\$0.00	10%	\$0.00	\$0.00
		\$0.00	10%	\$0.00	\$0.00
		\$0.00	10%	\$0.00	\$0.00
		\$81,349.40		\$8,134.94	\$73,214.46
	TOTAL DISCOUNT	\$8,134.94			
1	UGP	\$40.00			\$40.00
Price of Permits & Processing if Necessary Will be Added to Final Invoice		Total Cash Price			\$73,254.46
		Down Payment			\$36,627.23
		Balance Due			\$36,627.23
We Accept Master Card, Visa, Discover Card					
Payment in full is due upon completion. Past due accounts shall bear interest at prime +2% if not paid in full within 15 days of completion. If this contract is placed with an attorney for suit or collection through probate, bankruptcy or otherwise, purchaser agrees to pay al related expenses and reasonable attorney fees. Failure to meet the terms of this contract may result in a lien filed against stated property. Cactus Fence South, Inc retains ownership of all fencing materials, operators and/or any other installed products and rights to remove fence in not paid in full. A charge of \$150.00 shall be made for each occasion construction is suspended at the request of purchaser to defray additional trip cost. No fence shall be constructed unless appropriate survey pins are visible and all fence lines are cleared, except at risk of purchaser. Seller makes no warranty relating to property lines, surveys, or compliance with deed or building restrictions. By law we are required to have a third party locating company mark underground lines which normally occurs within 48 hours of paying your down payment. Any damage to underground objects, property, utilities not owned or required to marked by the state regulated locating company is the responsibility of the Purchaser unless Under Ground Protection (UGP) is purchased. Cactus Fence South, Inc.. warranties all work for one (1) year from original installation date. Verbal commitments by the seller are not valid. Unless specified, quotations do not include any electrical work, grading, clearing or jackhammer work which are charged by the hour if done.					
Sales Rep.	Customer	Date			
THIS QUOTATION AND TERMS BECOME A CONTRACT WHEN SIGNED AND DATED BY Cactus Fence REPRESENTATIVE AND CUSTOMER					
FORMS CHECK LIST - Please Initial				Rep.	Customer
Underground Protection Form					
Fence Removal Disclaimer					
Permit and/or HOA Approval Required					Yes / No

Lonestar Fence & Construction



3305 Creek Gate Dr
League City, TX, 77573
www.LonestarFenceCo.com
Steve Rodgers - 832-884-5291
steve@lonestarfenceco.com
Dan Blankenship - 713-775-1977
dan@lonestarfenceco.com

Estimate

Estimate No: 5856
Date: 08/21/2020

For: Alvin Police Department
jschauer@apd.cityofalvin.com
1500 S gotdon St
Alvin, TX, 77511

Description	Quantity	Rate	Amount
6' RESIDENTIAL GRADE AMERISTAR -6' Ameristar Ornamental Steel. Galvanized and powder coated black. -20 year manufacturer's warranty. -2 rail press point style - 2" posts, 1 1/4" rails, 5/8" pickets	1,006	\$32.00	\$32,192.00
COMMERCIAL GRADE V-TRACK SLIDE GATE Approx 12' ornamental steel v-track slide gate -all materials galvanized and powder coated black -2" gate frame, 1 1/4" rails, 3/4" pickets, 1" galvanized angle iron track anchor bolted to driveway, 4" roller posts	4	\$3,965.00	\$15,860.00
ACCESS CONTROL Installation of following acces control equipment -LiftMaster SL3000 commercial slide gate operator 1' per second -electromagnetic exit and safety loops (2 per gate) -Omron E3KR photo-eye safety -install all equipment and test to working condition	4	\$4,725.00	\$18,900.00
5 YEAR WARRANTY -5 year workmanship warranty Warranty covers issues that may occur due to installation errors or methods.	1	\$0.00	\$0.00
Subtotal			\$66,952.00
Total			\$66,952.00
Total			\$66,952.00



Security of Police Department Fencing

As society grapples with many issues one issue has become clear and that there is a need to make every effort possible to protect those who protect us. In the last few weeks there have been two (2) issues here at the Alvin Police Department which causes concern for the safety and security of our employees. One incident involved a “1st Amendment Auditor” who, among verbal attempts to generate a response from an officer, informed the officer that he was going to walk around the building since it was public property, and even though posted at the gates for authorized personnel only, since there was no fence it was his “right” as a member of the public. Another incident involved a known mental health consumer who also has addiction issues. As officers were leaving the patrol wing to go to their patrol vehicles, they found her in the employee area at a break table staring into the back of the building. This incident occurred after additional “no trespassing” signs were posted around the non-public areas of the Department following the incident with the “1st Amendment Auditor”. These are not the first instances of finding individuals in what should be a secured area. We have found individuals walking among, and looking into, parked squad/personal vehicles, known gang members sitting watching the employee parking area and those who were just released from jail wondering around the building. In just a quick research of incidents at police stations several incidents came to light:

- June 10, 2020, a California Sheriff’s Deputy is shot in the head in an ambush outside his police station,
- March 31, 2020, an officer with the Appleton WI, Police Department is ambushed and stabbed in the parking lot of the police station,
- December 2019, a Fayetteville Arkansas, police officer is shot and killed in an ambush in the parking lot of the police station.

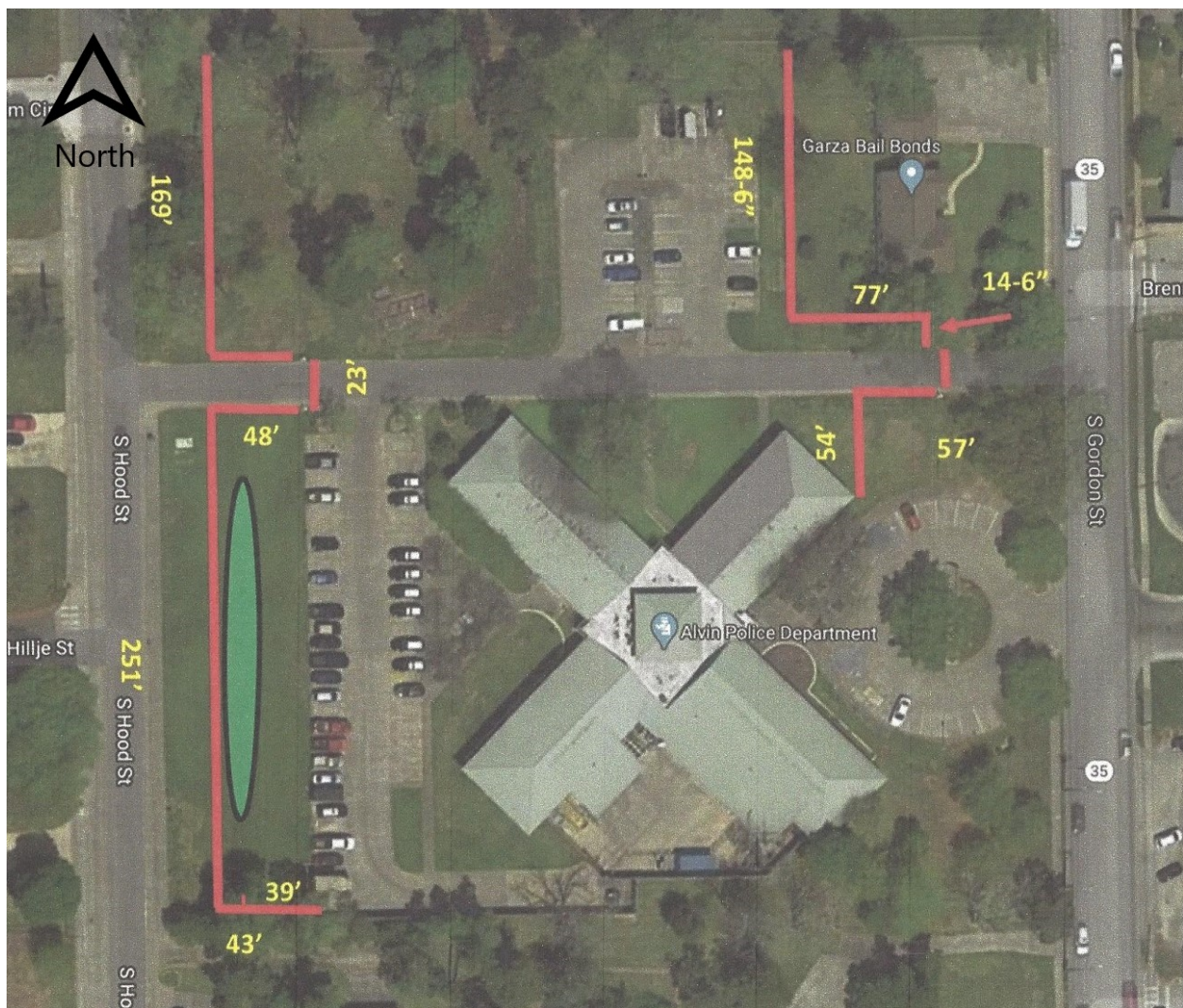


CITY OF ALVIN

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

Police Department

We have previously installed security cameras that watch outside the building as well as having gates which block vehicles from entering the non-public areas. However, each of the incidents' we have encountered, and the ones found in a brief internet search, highlight how exposed and open to intrusion the non-public area of the police department remains. The solution to this specific issue will be the complete fencing and re-gating of the non-public areas as depicted below.



EXCEPTIONAL TEAM, EXCEPTIONAL SERVICE

**CITY OF ALVIN**

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

Police Department

As shown in the diagram, we will only need to fence approximately 2/3 of the area around the Police Department due to existing fencing on the North and South sides of the property.

We were able to obtain three (3) quotes. These quotes were from:

Nexlar Security – a HUB vendor	\$66,807.00 (amended with added panels to account for future parking - \$76,763)
Lonestar Fence and Construction	\$66,952.00
Cactus Fence	\$73,214.23

The quotes were for motorized gates and 6' wrought iron fencing. Commercial and residential grade were quoted and based on price and warranty (minimum 10-year), residential was ultimately chosen for the project (an approximate \$10,000 savings over commercial grade). Each vendor requires ½ up front with the balance due upon completion. Overall, materials were similar if not the same among the vendors and ultimately Nexlar Security was chosen, not only based on a slightly lower final price but due to being a HUB vendor and having a remote control option for the exit gates which allow them to be activated by officers on a priority call prior to a vehicle reaching the ground sensors. This allows for the slower opening (standard) gates to be used instead of a much more expensive faster opening gate systems having to be installed. This option saves approximately \$28,000 on gates alone.

From date of approval to completion Nexlar Security estimates 4-5 weeks for project completion.

Robert E. Lee, LCC, BA, MS
Chief of Police



AGENDA COMMENTARY

Meeting Date: 5/20/2021

Department: Economic Development

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider the Second Amended Agreement with Cline Crossing Partners. Ltd. for the construction of a Class “A” apartment development to be located in Cline Crossing at State Highway 6 and Bypass 35; and authorize the Mayor to sign said Agreement upon legal review.

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

Summary: On October 17, 2019, the Developer initially presented this project to Council, indicating the need for variances for this project. On November 7, 2019, Council approved a Chapter 380 Agreement with Cline Crossing Partners, Ltd., to permit the construction of certain improvements necessary for the operation of a Class “A” apartment development, with a variance allowing 24 units in the main building, instead of 10 as allowed by ordinance,

In August 2020, the parties entered into the First Amended Agreement, to allow the developer new commitment dates due to the extended schedule of closing their financing through the U.S. Department of Housing and Urban Development (HUD).

This Second Amended Agreement provides for the following:

- a new deadline of July 15, 2021 to deliver a certified copy of the recorded deed to the City;
- allowing for a variance to the City ordinances to allow for 32 units in the clubhouse building portion of the project instead of the initial 24 requested, thereby increasing the total number of units from 122 to 132); and
- allowing for at least 50% of the exterior walls to be brick, stone or masonry (City ordinance requires at least 80%)

All development requirements of the original 380 Agreement will be met.

Staff recommends approval of the Second Amended 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:** 5/5/2021 SLH

Supporting documents attached:

- Second Amended Agreement with Exhibits

- Request Letter

Recommendation: Move to approve the Second Amended Agreement with Cline Crossing Partners. Ltd. for the construction of a Class “A” apartment development to be located in Cline Crossing at State Highway 6 and Bypass 35; and authorize the Mayor to sign said 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 ☒

SECOND AMENDED AGREEMENT

This Second Amended Agreement (the “Amended Agreement”) is made and entered into by and between the City of Alvin, Texas, a home rule municipality organized under the Constitution and laws of the State of Texas, located in Brazoria County, Texas (the “City”), and Cline Crossing Partners, Ltd, (the “Company”).

WITNESSETH:

WHEREAS, the City and the Company, entered into the original Agreement on November 14, 2019 (the “Original Agreement”), in order for the Company to take necessary actions to construct a Class A apartment development in the City, which Original Agreement was amended by that certain First Amended Agreement dated on or about August 3, 2020 (the “First Amended Agreement;” the Original Agreement and the First Amended Agreement are collectively referred to herein as the “Agreement”); and

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

WHEREAS, on October 17, 2019, the Company submitted a Proposal to the City requesting certain administrative actions to permit the construction of certain improvements necessary for the operation of a Class “A” apartment development, which are defined as upscale, luxury apartments, which will appreciate in value (the “Project”), a copy of which Proposal is attached hereto as **Exhibit “A,”** and made a part hereof; and

WHEREAS, the Company proposed including new improvements on the Property, a 9.94-acre site inside the Cline Crossing Development, located on State Highway 6, just east of Bypass 35, to enhance the project that will include greenspace, a detention lake, and a swimming pool (collectively, the “Improvements”), more particularly described in **Exhibit “B,”** attached hereto and made a part hereof; and

WHEREAS, the Company has acknowledged and agreed in its application to the City to receive a public subsidy, as defined by Section 2264.001(3) of the Texas Government Code, that it does not and will not employ any undocumented workers in any aspect of the construction of the Improvements; and

WHEREAS, the Company agrees, in each year the Agreement is in effect, that it will take all actions necessary to place all taxable improvements and real property of the Project on the tax rolls of Brazoria County Appraisal District (BCAD) for the payment of ad valorem taxes by the Company, its successors and assigns; and

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

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

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

WHEREAS, the Company has requested additional modifications to the Agreement; and

WHEREAS, the City believes that further amending the Agreement to allow the Company to continue the Project, with amended dates for completion of various items and variances from its original terms is in the best interest of the economic development of the City; and

WHEREAS, the City and the Company desire to amend and restate the Agreement in connection with the proposed construction of the Class A apartment development as more particularly described herein;

NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the City and the Company agree and restate Paragraphs 1 through 15 in the Original Agreement in their entirety as follows:

1. The Company covenants and agrees that it will design and construct a “Class A” upscale apartment project, complete with amenities as described in **Exhibit “B,”** to include enhanced greenspace/landscaping, enhanced swimming pool, and a clubhouse/common space/business center, etc. The Company further agrees to follow all other elements of the City of Alvin ordinances for the Project.

2. The Company further agrees, pursuant to Texas Tax Code Section 22.01(c) to render for taxation the Property, Fixtures and Improvements to the Brazoria County Appraisal District (the “BCAD”), beginning no later than December 1, 2020, and will provide the City Manager, with a complete copy of such rendition to the BCAD by March 15th of each year this Agreement is in effect. The rendition shall include the Company’s name, location, address, applicable BCAD tax account numbers, and a description of the land, improvements, and fixtures. This Second Amended Agreement shall be effective as of the date of its execution as set forth below (the “Effective Date”) and terminate three (3) years from the Record Date, unless extended by mutual agreement and in writing by the City Council and the Company.

The Company agrees that its obligations under this paragraph to render the Property, Fixtures, and the Improvements for taxation to the BCAD shall survive any termination of this Second Amended Agreement, including a termination for default by the Company.

3. The Company covenants and agrees to deliver to the City Manager no later than July 15, 2021, a certified copy of the recorded deed to the Property (the “Deed”). For purposes of this Second Amended Agreement, “Record Date” shall mean the earlier of (i) the date that the Deed is delivered by the Company to the City Manager, or (ii) July 15, 2021. Thereafter, the Company covenants and agrees that the commencement of the Improvement and the acquisition of any

required permits and licenses shall be completed not more than ninety (90) days from the Record Date. No City permits will be issued until the City receives the recorded deed.

The parties agree that the construction of the Improvements on the Property shall be completed within twenty-four (24) months from the Record Date.

Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the City Council of the City. A failure by the Company to construct the improvements within these time deadlines, without an agreement of an extension of a deadline by the City Council, shall constitute an event of default for which the City may terminate this Second Amended Agreement.

If Company has not satisfied the requirements and conditions within the time frames described in herein, the City may terminate this Second Amended Agreement. If this Second Amended Agreement is terminated by the City for a violation by Company under this Second Amended Agreement, the City may, at its discretion, restrict continuing and or future improvements subject to Company complying with all current City of Alvin Ordinances. The City agrees that it will not seek additional remedies or damages from Company for violations of this section.

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

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

6. In consideration of the Company's representations, promises, and covenants, the City agrees to undertake the Actions to induce and cause the Company to undertake the construction of the Improvements. The City agrees to take the Actions on behalf of the Company within thirty (30) days of receipt of a letter from the Company requesting such Actions, which letter shall also include: (a) a copy of the City's occupancy permit for the Improvements to the Property; (b) verification from the City acknowledging that all necessary plats, plans, and specifications have been received, reviewed, and approved; (c) verification that the Improvements have been constructed in accordance with the approved plans and specifications; and (d) an affidavit from the Company stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released.

7. It is understood and agreed by the parties that in the event of a default by the Company to render its Property, Fixtures and Improvements to the BCAD in a timely manner as required by paragraph 2 herein, the Company shall reimburse the City the full amount of the ad valorem taxes

it would have paid had the company rendered its Property, Fixtures, and Improvements to the BCAD as required by this Agreement, with interest at the rate equal to the 90-day Treasury Bill plus one-half percent (½ %) per annum, within thirty (30) days after the City notifies the Company of the default.

It is further understood and agreed by the parties that if the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the City may declare such conviction to be a material event of default of this Second Amended Agreement and terminate this Second Amended Agreement within thirty (30) days after the City notifies the Company of such default.

As provided by section 2264.101(a) of the Texas Government Code, the Company agrees and acknowledges that the City may bring a civil action against the Company to recover any amounts, or to declare the Company in default, for a conviction of a violation under 8 U.S.C. Section 1342a(f).

Any party in default of an obligation under this Second Amended Agreement shall be responsible for the court costs and reasonable attorney's fees of the non-defaulting party for any action brought under this Agreement.

8. This Second Amended Agreement shall inure to the benefit of and be binding upon the City and the Company, and upon the Company's successors and assigns, affiliates, and subsidiaries, and shall remain in force whether the Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for so long as this Second Amended Agreement, or any extension thereof, remains in effect. Notwithstanding the foregoing, in the event that the U.S. Department of Housing and Urban Development ("HUD") succeeds to the Company's interest in the event of a foreclosure or deed in lieu of foreclosure, HUD shall have no obligations or monetary obligations under this Second Amended Agreement.

9. Any notice provided or permitted to be given under this Second Amended Agreement must be in writing and may be served by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (b) by delivering the same in person to such party; or (c) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (d) by facsimile with receipt confirmation; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Second Amended Agreement shall be as follows:

If to City: The City of Alvin
Alvin City Hall
216 West Sealy
Alvin, Texas 77511
Attn: City Manager

If to Company: Cline Crossing Partners, Ltd.
5400 Katy Freeway, Suite 100
Houston, Texas 77007
Attn: Bobby Orr

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

11. Except as otherwise provided in this Second Amended Agreement, this Second Amended Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto, and, in the case of the City, with the approval of the City Council. In the event of a conflict between the Agreement and this Amended Agreement, this Amended Agreement shall control^{HN1}.

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

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

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

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

IN TESTIMONY OF WHICH, THIS SECOND AMENDED AGREEMENT has been executed by the Mayor on this _____ day of _____, 2021 (the “Effective Date”) and the Company.

ATTEST:

City of Alvin, Texas

By: _____
Dixie Roberts
City Secretary

By: _____
Paul A. Horn, Mayor

Signed this the _____ day of _____, 2021

ATTEST:

Cline Crossing Partners, Ltd.

By: _____

By: _____

Printed Name: _____

Printed Name: Robert C. Orr, Jr.

Title: _____

Title: President of Cline Crossing GP, LLC,
Its general partner

Signed this the _____ day of _____, 2021

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

 This instrument was acknowledged before me on the _____ day of _____
2021, by _____ of the City of Alvin, Texas, for and on behalf of said
City.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ____ day of _____
2021, by Robert C. Orr, J., President of Cline Crossing GP, LLC, a Texas limited liability
company, the general partner of Cline Crossing Partners, Ltd., a Texas limited partnership, on
behalf of said limited partnership.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

Exhibit “A”

Exhibit “B”

Proposal of Improvements with Details of Amenities

ELEVATOR/STAIR SYSTEM

The residential buildings will be served by exterior stairwells.

UTILITIES

Units will be all electric, and tenants will pay electric expenses directly to the provider. Tenants will reimburse the landlord for water and sewer charges through a RUBS system.

SECURITY

The project property will feature limited access and security gates with a call box.

PROJECT AMENITIES

The project amenities shall include clubhouse with a fitness room, game room with pool table, kitchen, business/computer room and conference room. The property shall also include an outdoor swimming pool with sun deck, a fire pit, cabana, and grilling stations.

UNIT AMENITIES

Kitchens

All units shall feature a full appliance package including an electric range/oven, vent-hood, frost-free refrigerator with icemaker, garbage disposal, dishwasher, and built-in microwave oven. Additionally, each unit shall feature wood cabinets with granite surface countertops and stainless-steel appliances.

Bathrooms

All the bathrooms within each unit shall feature combination tub/showers. Additionally, it is assumed each bathroom shall feature a commode, vanity with a built-in sink, and wall-mounted mirror.

Interior Features

Each unit will feature ceiling fans, walk-in closets, and washer/dryers. In addition, the subject shall include built-in desks in select units and a kitchen island or peninsula with breakfast bar.

Interior Lighting

It is assumed that each unit will feature incandescent lighting in appropriate interior and exterior locations.

Storage

Storage units will be available for tenant use.

Exhibit “B” continued

The Company agrees to the following:

- All other portions of the City of Alvin Ordinances will be followed by the developer/owner, except for any variances expressly set forth herein.
- The agreement will be for three (3) years to ensure the improvements are completed and the new value is created.

Exhibit “C”

The City Administrative Actions

- For these improvements with an estimated value of \$12,500,000.00, the City of Alvin will allow up to 24 units per building (with 32 units in the club-house building portion of the project), despite the current ordinance limiting the number of units per building at 10.
- At least fifty percent (50%) of the exterior walls of the buildings will be constructed with brick, stone or masonry, notwithstanding that the current ordinance requires at least 80%
- All other portions of the City of Alvin Ordinances will be followed by the developer/owner
- The agreement will be for three (3) years to ensure the improvements are completed and the new value is created.

Presidio Equities
5400 Katy Freeway, Suite 100
Houston, Texas 77007

5.13.21

City of Alvin
c/o Michelle Segovia
Alvin City Hall
216 West Sealy
Alvin, TX 77511

Michelle

Our firm is excited to present Cline Crossing as a new 132-unit Class- A Multifamily project to be located at 2014 E. Highway 6. This project will be a mixture of apartments with private garages and walk-up 3-story apartment buildings. The club-house will have a business center, entertainment great room, coffee bar, swimming pool, outdoor kitchen, and fire pits. The interiors of the living units will have modern features, such as solid surface counter tops, stainless steel appliances, wood cabinets and modern floor plans.

We are asking the City to consider a second amendment to the previously approved 380 agreement to assist our firm in bringing this property to fruition. The current city ordinances allow for 10 units per building. The size and shape of our site has presented some constraints to our site plan, especially as it relates to our parking layout. We would like our resident's homes to be as close to their parking spaces as possible. As such, we would like to increase the number of units per building to 24 in our standard buildings, and 32 in the building that contains the club-house. This would greatly reduce the distance our residents would need to travel to and from their units on a daily basis. This would also increase the total number of proposed units for 122 to 132.

Current record high building materials pricing has forced us to consider any way that we can more efficiently bring our product to the market. The current city ordinance requires 80% of the exterior walls to be constructed with brick, stone or masonry. We believe that the desired

architectural aesthetic for this project can be achieved with less masonry. We would like the exterior masonry percentage requirement to be reduced to 50%.

We appreciate your consideration in this matter and welcome any feedback, questions and concerns.

Thanks,

Mike Davis



AGENDA COMMENTARY

Meeting Date: 5/20/2021

Department: City Attorney

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider a fifteen (15) year Lease Agreement with BRP Tortolas 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 Tortolas 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:** 5/17/2021 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 Tortolas 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 _____, 2021 (the “**Effective Date**”), between **BRP Tortolas 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 with 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

- c. without limiting any of the foregoing, Owner hereby grants to Lessee the following additional rights (collectively, the “Additional Rights”). The Additional Rights granted by Owner under this Agreement shall each constitute a lease right for the benefit of Lessee, its successors and assigns:

- i.

- ii. the right, on a non-exclusive basis, to install, maintain, operate and repair those parts of the Facilities consisting of overhead and underground collection or transmission lines and access roads across or beneath the Property.

3. **Title to Facilities.** Lessee, its successors and assigns shall at all times retain title to the Facilities. Owner shall have no ownership, lien or other interest in any Facilities; and Lessee may remove any or all Facilities at any time.

4. **Term of Agreement.** 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 First Extended Term and the Second Extended Term shall be collectively referred to as the “**Extended Term**”, while the Initial Term, First Extended Term and Second Extended Term shall collectively constitute the “**Lease Term**” of this Agreement.

5. **Fees.** Within forty-five (45) days after the Effective Date, Lessee shall pay or tender to Owner a flat fee of \$1,500 for the Property for the Initial Term. For each Extended Term, Lessee shall pay or tender to Owner a flat fee of \$1,000 on or before the first day of each Extended Term. Payments under this section shall be collectively referred to herein as “**Fees**”.

6. **Taxes and Assessments.** Owner shall pay all taxes, assessments, or other governmental charges that shall or may during the Term be imposed on, or arise in connection with the Property itself. Lessee shall pay all taxes, assessments, or other governmental charges that shall or may during the Term be imposed on, or arise in connection with the Lessee’s improvements to the Property

7. **Transfer by Owner.** Owner shall have full right and authority to sell or transfer to one or more transferees, any or all right or interest in the Property, which may include Owner’s right to payment under this Agreement, so long as such transfers and conveyances do not impair Lessee’s rights under this Agreement. Owner shall promptly notify Lessee in writing of any such conveyance and/or transfer.

8. **Intentionally Deleted.**

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. Ownershall 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.**

14.1 **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.

14.2 **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.**

14.3 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.**

15.1 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.

15.2 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
Attn:
216 West Sealy Street
Alvin, Texas 77511
(281) 388-4200

To Lessee:
BRP Tortolas BESS LLC
c/o Broad Reach Power LLC
333 Clay Street, Suite 2800
Houston, Texas 77002
Email: mklein@broadreachpower.com

[With a copy to:
Contracts@broadreachpower.com](mailto: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.

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

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

15.5 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.

15.6 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.

15.7 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.

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

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

LESSEE:

BRP Tortolas BESS LLC,
a Delaware limited liability company

By: _____

Name: Mark Klein

Title: Senior Vice President

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 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:

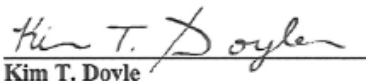
BEGINNING at an unmarked point in the western boundary line of all that certain called 10.00 acre tract of land, described by general warranty deed recorded May 13, 1964 from W. L. Heller to Community Public Service Company, as recorded in Volume 879, Page 719 of the Brazoria County Deed Records (B.C.D.R.), 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 5/8" 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.

\\lenz\Kim\Brazoria County\H. T. & B. R.R. Co. Section 16, Abstract 465\1055-19-01 BRP 0.0074 Acre Tract (3) Field Note Description.docx

EXHIBIT B

City Permits and Plans

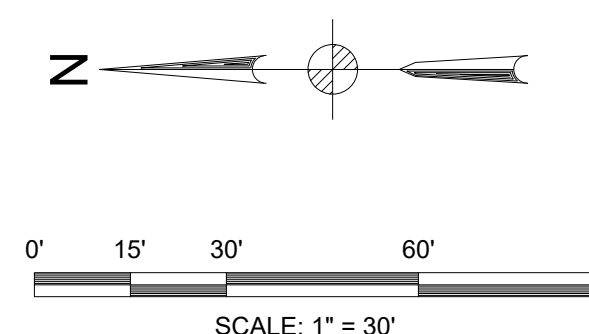
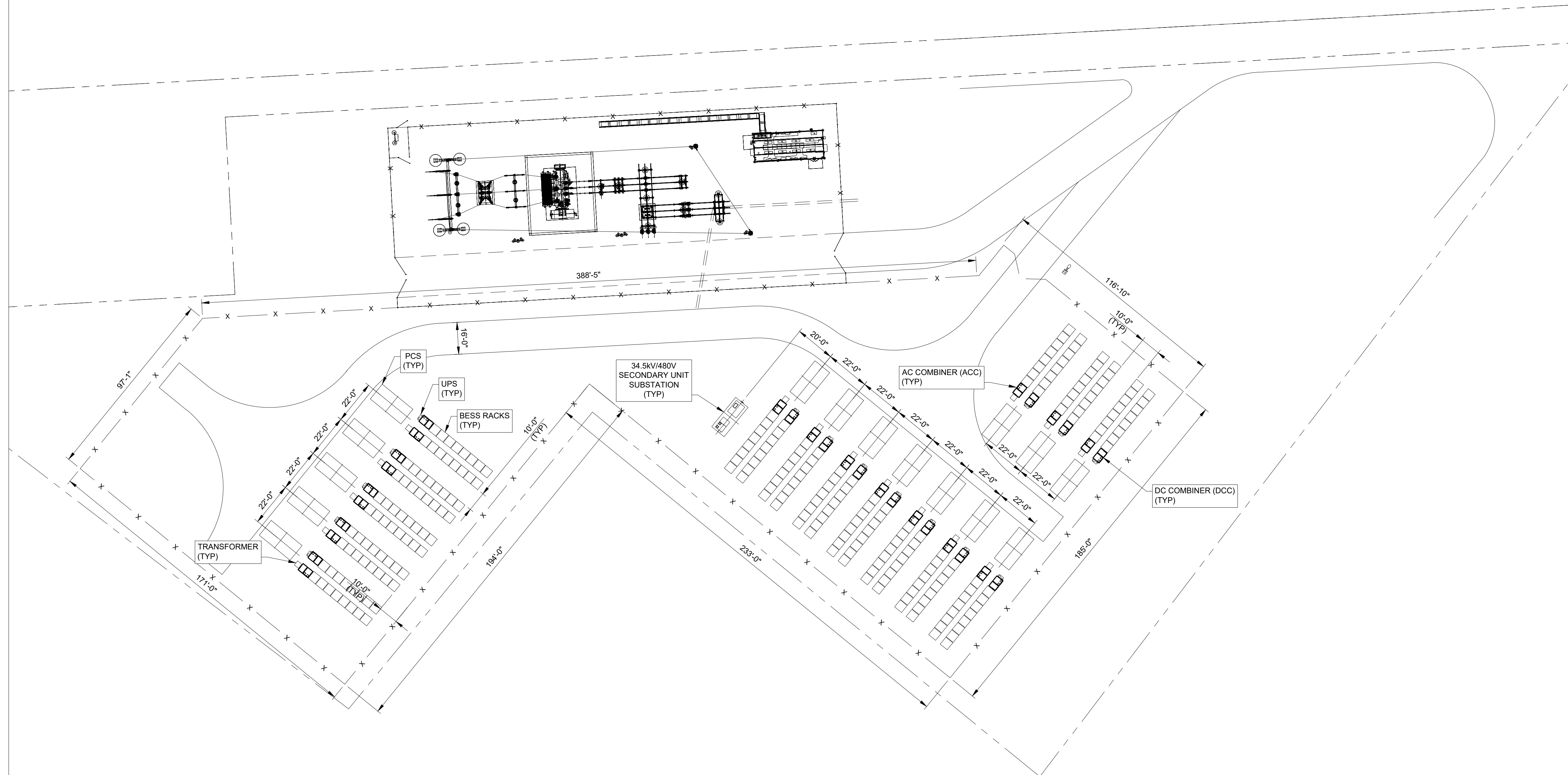
[See attached]

LEGEND



REFERENCE DRAWINGS

B059-E-XXX	CIVIL SITE PLAN
B059-E-102	SINGLE LINE DIAGRAM
B059-E-BOM	BILL OF MATERIALS
B059-E-103	AUX POWER SINGLE LINE
B059-E-602	AUXILIARY POWER SERVICE DETAIL
B059-E-300	LIGHTING PLAN



5444 WESTHEIMER RD,
SUITE 1000 HUSTON,
TX 77056

M
MOTT
MACDONALD

111 WOOD AVENUE SOUTH
ISELIN, NJ 08830
TEXAS REGISTERED FIRM: F12181
T +1 (973) 379-3400
F +1 (973) 376-1072
W WWW.MOTTMAC.COM

DATE:	02/09/2021
SCALE:	NONE
DRAWN BY:	JLL
CHECKED BY:	SMG
APPROVED BY:	JAB
PROJECT #:	513100491

	REVISIONS					
	REV	DATE	DRW	CHK	APP	DESCRIPTION
21	A	02/09/21	JLL	SMG	JAB	ISSUED FOR 30%
WE	B	03/05/21	JLL	SMG	JAB	REISSUED FOR REVIEW
L						
IG						
AB						
91						

BRP TORTOLAS BESS
OVERALL SITE PLAN

BRAZORIA COUNTY, TX

DWG NO.	REV NO. B
---------	------------------

B059-E-200

Form of Memorandum of Lease

BRP Tortolas BESS LLC
c/o Broad Reach Power LLC
333 Clay Street, Suite 2800
Houston, Texas 77002

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 _____, **2021** (the “**Effective Date**”), **BRP Tortolas 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, 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]

LESSEE:

BRP Tortolas BESS LLC,
a Delaware limited liability company

By: _____

Name: Mark Klein

Title: Senior Vice President

THE STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021 by **Mark Klein, Senior Vice President of BRP Tortolas BESS LLC**, a Delaware limited liability company, on behalf of **BRP Tortolas BESS LLC**, a limited liability company.

[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 _____ 2021, by Paul A. Horn,
as the Mayor of the City of Alvin, Texas.

[PERSONALIZED SEAL]

Notary Public State of Texas

My commission expires: _____



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:

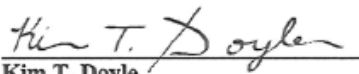
BEGINNING at an unmarked point in the western boundary line of all that certain called 10.00 acre tract of land, described by general warranty deed recorded May 13, 1964 from W. L. Heller to Community Public Service Company, as recorded in Volume 879, Page 719 of the Brazoria County Deed Records (B.C.D.R.), 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;

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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.

\\Kim\Brazoria County\H. T. & B. R.R. Co. Section 16, Abstract 465\1055-19-01 BRP 0.0074 Acre Tract\3) Field Note Description.docx





AGENDA COMMENTARY

Meeting Date: 5/20/2021

Department: City Manager's Office

Contact: Junru Roland, City Manager

Agenda Item: Consider Ordinance 21-L, amending Chapter 15, Offenses and Miscellaneous Provisions of the Code of Ordinances, City of Alvin, Texas for the purpose of adding a new Article X, entitled *Camping and Storage of Personal Items on Public Property*, to the City of Alvin Code of Ordinances; regulating camping or storage of personal items on public property; providing for a penalty and publication; and setting forth other provisions related thereto.

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

Summary: The City of Alvin manages public land and facilities to ensure all residents and visitors have the opportunity to use public land and facilities for their intended purposes. Camping and the storage of personal items on public property quite often interferes with public access to public land and facilities; interferes with the ability of the public to use the public land and facilities for their intended purposes; interferes with pedestrian and vehicle traffic, and/or may lead to public disturbances and litter. Ordinance 21-L would regulate the camping and storage of personal items on public property, with the exception of city permitted activities, city sponsored events, or city officials, employees, or agents acting in their official capacities.

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:** 5/17/2021 SLH

Supporting documents attached:

- Draft Ordinance 21-L

Recommendation: Move to approve Ordinance 21-L, amending Chapter 15, Offenses and Miscellaneous Provisions of the Code of Ordinances, City of Alvin, Texas for the purpose of adding a new Article X, entitled *Camping and Storage of Personal Items on Public Property*, to the City of Alvin Code of Ordinances; regulating camping or storage of personal items on public items; providing for a penalty and publication; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒



AGENDA COMMENTARY

Meeting Date: 5/20/2021

Department: City Manager's Office

Contact: Junru Roland, City Manager

Agenda Item: Consider an addendum to the existing bond counsel engagement letter with Bracewell LLP the purpose of expanding the scope of service to include advising and counseling regarding development matters; and authorize the Mayor to sign the agreement.

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

Summary: Bracewell LLP has served as the city's bond counsel since 2012. The proposed addendum to the existing bond counsel engagement letter will broaden the scope of services Bracewell LLP provides to the City to include advising and counseling regarding development matters as it relates to special districts. As the City is embarking upon growth and development, it is recommended that we engage professionals who specialize in development matters.

Bracewell's proposed additional scope of service encompasses:

- Assisting the City in evaluation of development tools
- Drafting and reviewing development agreements with developers of land within the city limits and the extraterritorial jurisdiction ("ETJ")
- Creation and negotiation of Public Improvement Districts and the associated development agreements.

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

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

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

Supporting documents attached:

- Draft Engagement Letter

Recommendation: Move to approve an addendum to the existing bond counsel engagement letter with Bracewell LLP for the purpose of expanding the scope of service to include advising and counseling regarding development matters; and authorize the Mayor to sign the agreement.

Reviewed by Department Head, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Attorney, if applicable ☐

Reviewed by City Manager ☒

ORDINANCE 21-L

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 15, OFFENSES AND MISCELLANEOUS PROVISIONS, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF ADDING A NEW ARTICLE X, ENTITLED CAMPING AND STORAGE OF PERSONAL ITEMS ON PUBLIC PROPERTY, TO THE CITY OF ALVIN CODE OF ORDINANCES; REGULATING CAMPING OR STORAGE OF PERSONAL ITEMS ON PUBLIC PROPERTY; PROVIDING FOR A PENALTY AND PUBLICATION; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City of Alvin, Texas, (herein the “City”), being a home-rule municipality, has authority to utilize police power regulation for the health, safety, and general welfare of the citizens of the City; and

WHEREAS, the City of Alvin manages and protects public land and facilities such as parks, sidewalks, the Senior Center, and parking lots to ensure all residents and visitors have the opportunity to use the public land and facilities for their intended purposes; and

WHEREAS, unpermitted camping and the storage of personal items on public property and outside of public facilities interferes with the work of city employees and contractors; and

WHEREAS, unpermitted camping and the storage of personal items on public property and outside of public facilities interferes with public access to public land and facilities; and

WHEREAS, unpermitted camping and the storage of personal items on public property and outside of public facilities interferes with the ability of the public to use the public land and facilities for their intended purposes; and

WHEREAS, unpermitted camping and the storage of personal items on sidewalks, parking lots and walkways interferes with pedestrian and vehicle traffic; and

WHEREAS, unpermitted camping sometimes leads to public disturbances, public urination and defecation, and litter; and

WHEREAS, the City Council finds that the regulations set forth herein are reasonable and necessary for the public health, safety, and welfare, and for the promotion of economic development and aesthetics in the City of Alvin;

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

Section 1. Findings of Fact. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact. The City Council hereby further finds and

determines that the rules, regulations, terms, conditions, provisions, and requirements of this Ordinance are reasonable and necessary to protect the public health, safety and quality of life.

Section 2. **Amend Chapter 15.** A new Article X, entitled, “Camping or Storage of Personal Items on Public Property” is hereby added to the City of Alvin Code of Ordinances, City of Alvin, Texas, that shall read as follows:

“Article X. Camping or Storage of Personal Items on Public Property

Sec. 15-118. Camping on Public Property

(a) Persons are prohibited from camping on public property, outside of public buildings, and on streets, sidewalks, and public parking lots.

(b) Public property includes, but is not limited to, public rights-of-way, parks, lands, government buildings and government facilities.

(c) Camping means lodging out of doors, which is demonstrated by:

- (1) the laying down of bedding, such as a blanket, sleeping bag, bed roll, newspapers, cardboard, or similar material; OR
- (2) the erection, use, or occupation of any tent, hut, lean-to, shack, temporary shelter, hammock, or similar device;

AND ANY ONE OR MORE OF THE FOLLOWING:

- (1) items of personal belongings in and around the items in subsection c(1) or c(2); OR
 - (2) evidence of existing or past cooking activities; OR
 - (3) evidence of existing or past fires; OR
 - (4) the accumulation of trash or other evidence of camping.
- (d) Persons who are camping will receive an oral or written warning and will be given an opportunity to remove the camping items. If the person refuses to remove the items or the person returns to camping, then that person will be in violation of this ordinance. Only one warning per person is required.

Sec. 15-119. Storage of Personal Items on Public Property.

It shall be unlawful for any person to store personal items on public property.

(a) Store means to put aside, place, or leave for future use.

(b) Unattended Stored Items. The City shall remove unattended stored items and post a notice listing the place the items are stored, a phone number that can be called to inquire about the items, the date by which the items must be retrieved, and a warning that the items will be destroyed if not retrieved by that date. If the items are not claimed within 30 days, the City may destroy the items.

(c) Attended Stored Items. The City shall request that attended stored items be removed. If the owner does not remove the items or if the owner removes the items but then stores them later, the City shall remove the items and give the owner 30 days to claim the items. If the items are not claimed within 30 days, the City may destroy the items. Only one request per person is necessary, regardless of the location of the subsequent storage.

(d) A sign stating that personal items are prohibited from being stored in the area negates the need for a removal request.

(e) The City may immediately destroy any items that are a threat to the health, safety or welfare of the public, such as fire hazards, explosive hazards, noxious odor emanations, infectious or pathogenic hazards, or infestations of vermin, including rodents, lice, roaches or fleas.

Sec. 15-120. Warning.

No person may be arrested or given a citation for violating this ordinance until that person has received an oral or written warning to cease the prohibited conduct. No more than one warning per individual shall be required.

Sec. 15-121. Exceptions.

The following activities are considered exceptions to this ordinance:

1. City permitted activities such as parades, festivals, assemblies, or concerts;
2. city sponsored events; or
3. city officials or employees or city agents acting in their official capacities.

Sec. 15-122. - Penalty.

Any person who violates a provision of this chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as prescribed by section 1-5.”

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

Section 4. Code of Ordinances. It is the intention of the Council that this Ordinance shall become a part of the Code of Ordinances of the City of Alvin, Texas, and may be renumbered and codified therein accordingly.

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

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

Section 7. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this ____ day of _____, 2021.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____

Paul A. Horn, Mayor

By: _____

Dixie Roberts, City Secretary

BRACEWELL

May 17, 2021

Mr. Junru Roland
City Manager
City of Alvin, Texas
216 West Sealy Street
Alvin, Texas 77511

Re: Addendum to Engagement Letter – City of Alvin, Texas

Dear Mr. Roland,

Thank you for engaging us to represent the City of Alvin, Texas (“City” or “Client”) as special counsel to the City. We appreciate the confidence you have shown in Bracewell LLP (“Bracewell” or “Firm”) and look forward to this opportunity to represent your interests.

This addendum to our existing bond counsel engagement letter is for the purpose of adding an additional matter to our scope of services. The Terms of Engagement attached to this addendum will govern this engagement. This addendum has been approved by Bracewell subject to the conditions described in this letter.

A. Scope of Engagement

Bracewell will represent Client in connection with advice and counsel regarding certain development matters for the City as directed by the City Manager, including assisting the City in its evaluation of development tools, drafting and reviewing development agreements with developers of land in within the City and its extraterritorial jurisdiction (“ETJ”), and the creation of one or more public improvement districts (each, a “PID”) and the negotiation of related development agreements with the developer(s) undertaking development within the PID (collectively, the “Development Matters”). Bracewell will also represent the City in connection with its issuance, from time to time, of bonds, and other debt obligations (“Obligations”) related thereto.

We agree that our services as counsel to the City in connection with PID matters may include the following as directed by the City:

1. Drafting the Development Agreement and other City documents relating to the PID, including policies and procedures for creation of a PID by the City;
2. Drafting documents relating to the creation of the PID and the levy of Assessments;

Jonathan K. Frels
Partner

T: +1.713.221.1599 F: +1.800.404.3970
711 Louisiana Street, Suite 2300, Houston, Texas 77002-2770
jonathan.frels@bracewell.com bracewell.com

3. Attendance at all meetings of the City Council as required or requested in connection with the planning and authorization of Obligations, including consultation on federal income tax matters;
4. Preparation of the ordinances of the City Council authorizing issuance of Obligations, together with all other legal documents comprising the transcript of proceedings for authorization and issuance of Obligations;
5. Preparation and submission to the Attorney General of Texas of a transcript of proceedings for each series of Obligations to obtain the approval of the Attorney General and registration of Obligations by the Comptroller of Public Accounts of Texas;
6. Preparation and filing of legal documents required under federal income tax law for the Obligations;
7. Representation of the City at the closing of the sale of Obligations, including preparation of all closing documents; and
8. If appropriate, the delivery at closing of our approving opinion as to the validity of the Obligations under Texas law, and the exclusion of interest on the Obligations from gross income of the holders under federal income tax law.

The services outlined above do not include such matters as services as disclosure counsel in connection with the sale of the Obligations, work on post-closing federal tax or disclosure issues, obtaining IRS rulings or clarifications of federal tax law, presentations to rating agencies or bond insurers, or "blue sky" or securities registration services. We will be pleased to provide legal services in connection with any matters not included in paragraphs 1 through 8 above, but we believe that such additional services, if requested by the City, should be the subject of an addendum to this letter or a separate letter of engagement. Our representation of the City with respect to any particular series of Obligations will end upon the closing for that particular series of Obligations.

This Engagement Letter may be supplemented to reflect new matters or issues that deviate from the current engagement in scope, billing arrangements, complexity, risk, or that otherwise require a substantial change in terms and conditions. The Terms of Engagement, however, will govern all projects and engagements for Client.

B. Fees, Expenses and Billing

1. Third Party Payment of Certain PID Creation Fees

In the event that the proposed development involves the creation of a PID, Bracewell acknowledges that Client may enter into a professional services agreement to have the portion of the legal fees associated with the creation of the PID, other than bond counsel fees, related to this engagement paid from an escrow account funded by developers proposing the PID. Invoices will be delivered to Client. Client is Bracewell's only client in this engagement; no attorney-client or other relationship exists between Bracewell and the developer, and the developer will not have any authority as to the performance of

this engagement. Client understands and consents to fees and expenses being paid from funds deposited by the developer.

2. Development Agreement Related Fees.

Legal fees incurred in connection with the development of City policies, the review of development options, or the negotiation of the development agreements may be paid from the proceeds of the Obligations to be issued by the City in connection with a PID. Such fees shall be in addition to any fees due under Section C of this Agreement. However, if (i) Obligations are not expected to be issued or have not been issued within twelve months of the execution of the development agreement, (ii) the development agreement is not executed, or (iii) the review of development policies, development tools, or development agreement that is associated with a development occurring outside of a PID, the Firm will invoice the City for such fees and expenses, and the City will be responsible for the timely payment of such fees and expenses.

Bracewell acknowledges that Client may enter into a professional services agreements with a developer of property to pay the portion of the legal fees, other than bond counsel fees, related to this engagement from an escrow account funded by developers proposing the development of property within the City or its ETJ. Invoices will be delivered to Client. Client is Bracewell's only client in this engagement; no attorney-client or other relationship exists between Bracewell and the developer, and the developer will not have any authority as to the performance of this engagement. Client understands and consents to fees and expenses being paid from funds deposited by the developer.

3. Ongoing PID Administrative Related Fees.

Legal fees relating to the ongoing administration of the PID, including the review of annual updates to the Service and Assessment Plan, shall be billed at our hourly rates determined by the amount of time devoted by Bracewell professionals to this work. Our fees for ongoing administration of the PID will be paid from assessments levied for administrative costs within the PID.

Fees described in paragraphs 1, 2, and 3 will be based primarily on an hourly charge determined by the amount of time devoted by Bracewell professionals to perform the legal services contemplated by this engagement. Other factors authorized by Rule 1.5(a) of the ABA Model Rules of Professional Conduct also may be considered when determining the fees charged by Bracewell.

Billing rates for our attorneys vary according to the experience of the individuals. Our current billing rates for those attorneys in our section who you might ask to work on your matter range from \$250 an hour for the most junior associate to \$950 an hour for the most senior partner. In an effort to reduce overall legal costs, we utilize paralegal and administrative assistant personnel whenever appropriate. Time devoted by such paralegal personnel to client matters is currently charged at billing rates generally ranging from \$150 to \$350 per hour. Billing rates for attorneys, paralegal and administrative assistant personnel are, from time to time, reviewed and adjusted.

Matters involving the production of electronically stored information may result in additional fees and expenses being incurred by the Firm and/or by third-party vendors on behalf of Client. See the attached Terms of Engagement for more details.

Mr. Junru Roland

May 17, 2021

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C. PID Bond Counsel Fees

Our services as PID Bond Counsel under this Letter will commence following the adoption of a Service and Assessment Plan for a public improvement district. Any services provided prior to the adoption of the Service and Assessment Plan shall be addressed as provided in Section B of this Letter. For our services as bond counsel in connection with the authorization, issuance and sale of each series of public improvement district Obligations, the City will pay us, from the proceeds of sale of each issue or installment of the Obligations, the following:

1. an amount equal to 3% of the first \$5,000,000 in principal amount of such Series of Obligations; and
2. 2-1/2% of the principal amount of such Series of Obligations above said first \$5,000,000 in principal amount but not exceeding \$10,000,000 in principal amount; and
3. 2% of the principal amount of such Series of Obligations above \$10,000,000 in principal amount but not exceeding \$15,000,000 in principal amount; plus
4. an amount equal to 1-1/2% of the principal amount of such Series of Obligations above \$15,000,000 in principal amount.

The above fee schedule shall be applicable to each separate series, issue or installment of Obligations, but shall only be due with respect to Obligations actually issued, sold and delivered. Our fee for bond counsel services for any separate issue or installment of Obligations shall not be less than \$50,000. Our fee for serving as bond counsel on any issue of refunding bonds for the refunding of any Obligations will be 1% of the principal amount of such bonds, but not less than \$50,000.

If the City chooses to issue bond anticipation notes in connection with a bond issue, our fee for such services will be 1% of the principal amount of such note, but not less than \$10,000.

Thank you again for the opportunity to represent you in this matter.

Very truly yours,

Bracewell LLP

A handwritten signature in blue ink, appearing to read "Jonathan K. Frels".

Jonathan K. Frels
Partner

Mr. Junru Roland

May 17, 2021

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AGREED AND ACCEPTED:

City of Alvin, Texas

By: _____

Its: _____

Date: _____

BRACEWELL LLP

TERMS OF ENGAGEMENT

Introduction

These are the Terms of Engagement adopted by Bracewell LLP ("Bracewell") and the addressee of the preceding Engagement Letter ("Client") and referred to in our Engagement Letter as the basis for our representation. Because they are an integral part of our agreement to provide representation, we ask that you review this document carefully and retain it for your files. If you have any questions after reading it, please promptly inform your principal contact at the Firm.

Client of the Firm

Because Bracewell has been engaged to represent the Client only, the engagement does not include the Client's family members, affiliated or related entities, or their respective individual officers, directors, partners, equity owners or employees.

Unless otherwise specifically stated in the Engagement Letter, our representation does not include any parent, subsidiary, or affiliated entity; employee, officer, director, shareholder, member or partner of an entity; or, any commonly owned entity. For any trade association, our representation does not include any member of the trade association; and for individuals, our representation does not include any employer, partner, spouse, sibling, or other family member. In the event we are asked to undertake representation of any other entity in connection with this engagement, we will do so only by agreement defined in the Engagement Letter.

Our Relationship with Others and Conflicts of Interest

We have performed a conflicts check on the names you provided to Bracewell. Based on a check of these names, and under the applicable standards in the governing rules of professional conduct, we believe Bracewell is free to undertake the Matter. If we identify a conflict after work on this Matter has begun, you agree to use reasonable efforts to help us resolve the conflict to the satisfaction of all parties.

Bracewell accepts this engagement on the understanding that our representation of you will not preclude us from accepting another engagement from a new or existing client provided that (1) such engagement is not substantially related to the subject matter of services we provide to you and (2) such other engagement would not impair the confidentiality of related client information.

Billing Arrangements and Terms of Payment

Fees for professional services and expenses are not contingent on the outcome of the project, unless expressly stated in the Engagement Letter.

Bracewell issues invoices on a periodic basis, normally each month, for fees and expenses. Invoices are due on receipt and are considered past due 30 days after receipt.

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. Any estimate is based on professional judgment and facts and circumstances

that appear at the time. As such, any estimate is subject to the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

It may be necessary for us to retain third parties, such as consultants, experts and investigators, in order to represent you adequately. In that event, you will be responsible for the prompt payment of the invoices of those third parties. Although we may advance third-party disbursements in reasonable amounts, we will ask you to pay larger third-party invoices (usually those over \$500) directly to the third party providing the services.

If the representation will require a concentrated period of activity, such as a trial, arbitration, or hearing, we reserve the right to require the payment of all amounts owed and the prepayment of the estimated fees and expenses to be incurred in completing the trial, arbitration, or hearing, as well as arbitration fees likely to be assessed. If you fail to pay timely the estimated fees and expenses, we will have the right to cease performing further work and the right to withdraw from the representation, subject to any applicable rules of court or other applicable tribunal.

Although an insurer's payment of defense costs may be applied to billings of the firm, the payment obligation remains with you. Failure of any insurer to pay all or part of the billings for this project does not relieve you from the obligation to pay billings in full and in a timely manner.

Matters Involving e-Discovery

Many matters require the handling or production of electronically stored information ("ESI"). In litigation, the rules of civil procedure in federal court, as well as in many other jurisdictions, address the gathering and production of ESI ("e-Discovery"). Failure to comply with the rules governing e-Discovery can subject Client and the Firm to possible discovery sanctions. The Firm has developed an e-Practice Department (the "e-Department") to assist the Firm's clients in litigation matters that involve e-Discovery issues. The e-Department head, a lawyer who specializes in e-Discovery matters ("e-Practice Counsel"), and the e-Practice Project Managers will assist Client in handling e-Discovery projects that may arise in connection with the Firm's representation of Client.

The Firm has identified a number of preferred e-Discovery providers that it can recommend to Client ("Outside Vendors"). Client will make the ultimate decision on which Outside Vendor to retain on a matter. Client will contract directly with and will be invoiced by the Outside Vendor for e-Discovery services. In most cases, the Outside Vendor will handle the collection, processing, hosting, and production of Client's ESI. The Firm's e-Department professionals will serve as a liaison between Client, the Outside Vendor and the Firm's attorneys throughout the process, and the Firm will bill the Client for that time. Unless other arrangements are made between the Firm and Client, the Firm's lawyers will handle the review of Client's ESI before production.

Certain matters involving less than 5GB of ESI can be handled by the Firm internally, rather than by an Outside Vendor. In such matters, and upon prior agreement between Client and the Firm, an Outside Vendor will collect the Client's ESI and deliver to the Firm for processing, hosting, review and production. Client will contract directly with the provider for the collection of the ESI. The Firm will charge the client from \$150 to \$250 per GB for processing, depending on the format of the data, and from \$20 to \$40 per GB per month for hosting/storage, depending on the volume of the data.

It is anticipated that the Firm's e-Department professionals will assist Client in both e-Discovery matters handled by Outside Vendors and those handled by the Firm internally. The Firm will bill Client for the time of these professionals.

The hourly rate of the Firm's e-Practice Counsel is \$450 per hour. The range of hourly rates for the Firm's e-Practice Project Managers is \$225 - \$300 per hour. The hourly billing rates of the Firm's e-Department professionals are set, reviewed and adjusted by Bracewell on an annual basis and will appear on the periodic invoice provided for this engagement.

Interest on Past Due Accounts

Except as otherwise provided by applicable law, if Client fails to pay any invoice when due, the past due amount shall accrue interest at the rate of six percent (6%) per annum, beginning on the date due until paid in full. Such interest shall be calculated based upon a year of 365/366 days (as applicable) for the actual number of days the invoice has been outstanding beyond the due date, and shall be compounded monthly. Such interest shall be payable upon demand and will be invoiced separately. The total interest due on past due invoices is available upon inquiry.

Taxes

The Client agrees that all payments under the Engagement Letter shall be payable to Bracewell in U.S. Dollars, free and clear of any and all present and future taxes, levies, imposts, duties, deductions, withholdings, fees, liabilities and similar charges (the "Taxes"). If any Taxes are required to be withheld or deducted from any amount payable under the Engagement Letter, then the amount payable under the Engagement Letter shall be increased to the amount which, after deduction from such increased amount of all Taxes required to be withheld or deducted therefrom, will yield to Bracewell the amounts stated to be payable to Bracewell under the Engagement Letter.

Termination

Because Bracewell has been engaged to provide services in connection with the representation specifically defined in our Engagement Letter, the attorney-client relationship terminates upon our completion of those services.

You may terminate the engagement at any time, with or without cause, by notifying us in writing. The firm also can terminate the engagement before the completion of its representation of you in the specified matter if (a) the continued representation would result in a violation of the applicable rules of professional conduct or other law; (b) the termination can be accomplished without material adverse effect on your interests; (c) you persist in a course of action that Bracewell reasonably believes is criminal or fraudulent, or you have used our services to perpetrate a crime or fraud, (d) the firm has a fundamental disagreement with the objective or tactics in this engagement; (e) you deliberately and substantially fail to discharge an obligation regarding this engagement, including the payment of fees and expenses and the duty of cooperation as provided in the Terms of Engagement; or (f) other good cause for termination exist. In the event that the firm intends to terminate the engagement, the firm will give reasonable notice and allow you access to your files relating to this engagement.

For purposes of this Engagement Letter, this engagement terminates upon written notice of termination by Client or by Bracewell, or 120 days after the date of Bracewell's last substantive legal service billed to Client's account, whichever may first occur.

The termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred before termination and in connection with an orderly transition of the project.

After completion of the representation, however, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to the matter. Bracewell has no continuing obligation to give advice with respect to any future legal developments that may relate to the project.

Disposition and Retention of Materials

Bracewell has adopted and implemented an information governance and records management program including a comprehensive policy and records retention schedule. At the close of any matter Bracewell may return Client documents and property, send them to a storage facility for a limited time, or have them destroyed according to our records retention schedule. At Client's request, Client documents and property will be returned to you upon receipt of payment for outstanding fees and costs. Your request must be specific and designate your representative to receive the files. Client is responsible for paying the reasonable cost to retrieve, duplicate and deliver the Client files. Your request for return of Client files must be delivered to Bracewell no later than 120 days after the last substantive service relating to the closed matter. A substantive service does not include audit letter research and preparation, or any other service that does not directly relate to the substantive discharge of a Client engagement.

You agree that Bracewell owns and retains its own files, inclusive of related electronically stored information, pertaining to the engagement. You will not have the right or ability to require us to deliver such files (or copies thereof) to you. Examples of Bracewell files are: firm administrative materials, financial files and documents, time and expense reports, personnel and staffing materials, credit and accounting records, electronic mail correspondence (other than such correspondence which was sent to you by a member of our firm) and internal lawyer's work product, such as drafts, notes, memoranda and legal and factual research, including investigative reports prepared by or for the internal use of lawyers.

It is important for Client to alert Bracewell in advance of special treatment, sensitive information, retention requirements and other unique conditions pertaining to Client files. Client agrees that it will notify Bracewell in a timely, written and specific manner, concerning any requirement for special or unusual handling or attention of its Client files. This includes any statutory or regulatory requirements relating to confidentiality and retention of Client files.

Choice of Law

Because Bracewell performs legal services in a number of jurisdictions, for consistency and predictability, the Client and Bracewell agrees that the Texas Disciplinary Rules of Professional Conduct (found at www.texasbar.com or www.legalethictexas.com) will govern all issues of legal ethics and professionalism.

Pursuant to Texas Government Code section 81.079, we are required to provide you with notice of the existence of the State Bar of Texas grievance process. That information can be found here: www.texasbar.com/AM/Template.cfm?Section=File_a_Grievance&Template=/CM/ContentDisplay.cfm&ContentID=23454 (English)

Disclaimer

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Either at the commencement or during the course of the representation, we may express opinions or beliefs about the matter or various courses of action and the results that might be anticipated. Any expressions on our part concerning the outcome of the representation, or any other legal matters, are based on our professional judgment and are not guarantees.

By signing the Engagement Letter or otherwise indicating your acceptance of the Engagement Letter, you acknowledge that Bracewell has made no promises or guarantees to you about the outcome of the representation, and nothing in these Terms of Engagement shall be construed as such a promise or guarantee.

Your Cooperation

To enable us to provide effective representation, you agree to: (1) disclose to us fully, accurately and on a timely basis, all facts and documents that are or might be material or that we may request; (2) keep us apprised on a timely basis of all developments relating to the representation that are or might be material; (3) attend meetings, conferences, and other proceedings when it is reasonable to do so; (4) provide updated information for conflicts purposes, if necessary; and (5) cooperate fully with us in all matters relating to the engagement.

Modification of Our Agreement

The Terms of Engagement reflect our agreement on the terms of all engagements, and are not subject to any oral agreements, modifications, or understandings. Any change in these Terms of Engagement must be made in writing signed by both Bracewell and Client.

Anti-Boycott Verification. The Firm hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Firm understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Firm and exists to make a profit.

Iran, Sudan and Foreign Terrorist Organizations. The firm represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on

a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Firm and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Firm understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Firm and exists to make a profit.

In Conclusion

If you have questions or concerns, at any time, relating to the terms and conditions of this engagement, the services or advice provided by Bracewell, or the fees and expenses reflected in the invoices, please bring them to the attention of your principal contact at our firm, or Bracewell's General Counsel or Managing Partner.



AGENDA COMMENTARY

Meeting Date: 5/20/2021

Department: City Secretary

Contact: Dixie Roberts, City Secretary

Agenda Item: Consider possible appointments to the Planning Commission.

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

Summary: With the resignation of Mr. Garivey and Mr. Moore, there will be five (5) members on the Planning Commission. The Charter states that the Commission shall consist of not less than five (5) nor more than eleven (11) members.

Current members on the Commission are Ashely Davis, Abrin Brooks, Santos Garza, Chris Hartman, and Randall Reed.

Per the City Charter, the Planning Commission shall have at least five (5) members, with no more than eleven (11) members. City Council may appoint additional members to the Commission, or may leave the Commission with the current five (5) members. Ms. Segovia has stated that the Commission works at its best with seven (7) members. With a seven (7) member board, a quorum must consist of four (4) members. Seven (7) members plus staff fit comfortably in the conference room at the Public Services Facility (PSF), where meetings are held.

Applications from Board and Commission Applicants are kept on file for one (1) year. I have included a spreadsheet of information from applicants who were not appointed to a board or commission during the December 2020 appointments. All those included in this spreadsheet have been contacted and have indicated that they would like to have their name submitted to City Council for consideration for an appointment to this Commission. Also, Mr. Roger Stuksa, and Mr. John Burkey (both members on the Senior Citizens Board) submitted a separate application for possible consideration of appointment to the 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:** 5/17/2021 SLH

Supporting documents attached:

- Richard Garivey Resignation
- Keko Moore Resignation

Recommendation: Move to appoint _____ to the Planning Commission.

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

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

Planning Commission Applicant Information

First Name	Last Name	Employment	Occupation	Resident of Alvin	Notes Provided on Consent and Willingness to Serve Form
Linda	Brown	Alvin High School	In School Suspension Staff	40 Years	Love working with people
John	Burkey	1519 Wildwinn Drive	Retired	26 Years	CURRENTLY SERVES ON THE SENIOR CITIZENS BOARD AND CIVIL SERVICE COMMISSION. I have completed the Alvin Upfront Citizens Academy and the Citizens Police Academy. The Planning Commission is responsible for ensuring that our city's growth, both through new construction and renovations of existing structures, is at a pace that is good for the city. As a result the decisions made will have lasting and real effects on the citizens of Alvin. I would like to part of that. My qualifications are simply that I'm a concerned and involved citizen of Alvin, I can read basic plans and have experience working with others for the betterment of all.
Scott	Loy	1277 Dickinson Rd. Apt 16	Maintenance Supervisor	8 Years	Knowledgeable in city infrastructure Passionate about future growth of the city Long time resident. Masonic lodge Volunteer for various community and school district events.
Brenda	Paez	Valero Energy	Analyst	1 year	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
Felice	Reyes			30 Years	I would like to participate and learn about the local government and make a difference.
Roger	Stuksa	Retired		55 Years	CURRENTLY SERVES ON THE SENIOR CITIZENS BOARD AND THE BUILDING BOARD OF ADJUSTMENTS & APPEALS
		Updated: 5/13/21 @ 3:50 p.m. DR			