

City of Alvin, Texas

Paul Horn, Mayor

Gabe Adame, Mayor Pro-tem, District E
Keko Moore, At Large Pos. 1
Joel Castro, At Large Pos. 2
Martin Vela, District A



Chris Vaughn, District B
Richard Garivey, District C
Glenn Starkey, District D

Alvin City Council Agenda

January 5, 2023

7:00 PM

(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 wheelchair accessible, and a sloped curb entry is available at the south entrance 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 **JANUARY 5, 2023**, at 7:00 PM in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

4. CONSENT AGENDA

- A. Consider approval of the December 15, 2022, City Council Workshop minutes.
- B. Consider approval of the December 15, 2022, City Council meeting minutes.
- C. Consider the Interlocal Agreement IS23-0012 with Brazoria County for the improvement of the Waste Water Treatment Plant Road, as listed in Exhibit B; and authorize the Mayor to sign upon legal review.
- D. Consider Resolution 23-R-01, adopting the Governmental Accounting Standards Board's Statement No. 87; providing for the incorporation of preamble; and providing for an effective date.

5. OTHER BUSINESS

- A. Consider a License Agreement for the Exclusive Use of City Property, between the City of Alvin and the Alvin Sunrise Foundation for the Music Festival and Bar-B-Q Cookoff at Briscoe Park Monday, March 20, 2023 through Sunday, March 26, 2023 with the event held Friday, March 24 and Saturday, March 25; and authorize the City Manager to sign upon legal review.
- B. Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

6. REPORTS FROM THE CITY MANAGER

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

7. ITEMS OF COMMUNITY INTEREST

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

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

8. 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 **Wednesday, December 28, 2022 at 4:00 p.m.**



/s/ Dixie Roberts
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).**



AGENDA COMMENTARY

Meeting Date: 1/5/2023

Department: City Secretary

Contact: Dixie Roberts, City Secretary

Agenda Item: Consider approval of the December 15, 2022, City Council Workshop minutes.

Type of Item: Action Item

Summary:

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:

Finance Review Required: N/A ☐ Required ☐

Date Completed:

Supporting documents attached:

1. Council Minutes 121522 WS
 2. Planning Minutes 11/15/22
-

Recommendation:

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☐

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☐

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP MEETING
THURSDAY, DECEMBER 15, 2022
6:00 PM**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in a Workshop Session at 6:00 p.m. in the Downstairs Conference Room at City Hall, with the following members present: Mayor Paul A. Horn. Councilmembers: Martin Vela, Keko Moore, Glenn Starkey, Richard Garivey, and Chris Vaughn.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Josh Dearing, Economic Development Coordinator; and Robert E. Lee, Police Chief.

WORKSHOP BUSINESS

Discuss Wayfinding Signs.

Josh Dearing, Economic Development Coordinator, presented this item before City Council with explanation.

Mr. Dearing summarized how this project came about and what the status is currently. With the impact of COVID limitations and the new design of the City of Alvin Logo, much of the progress made will have to go back through the design phase. With the rebranding campaign completed, the Downtown Committee thought it prudent to pause all forward progress considering the approval of the new logo requires returning to the design phase of the project and will incur new costs. He also pointed out some unforeseen concerns such as the actual size of the signs and how they will obstruct other signage. Mr. Dearing presented photos to Council the engineering department took with a mock sign they built of the same dimensions where the signs are intended to be installed to demonstrate those possible obstructions, and required landscaping that will have to be completed to accommodate the new signs. He explained that the dimensions are set by TX DOT and cannot be deviated from those specifications. The original cost was estimated to be \$176,000, but with supply chain issues, inflation and necessary redesigns, that cost is expected to be significantly higher if the decision is made to move forward. Mr. Dearing also outlined the maintenance costs of repair, wear-and-tear, replacement and possible relocation of signs if any of these featured downtown locations closed or moved, i.e. possible purchase of a new City Hall. Council member Moore asked if the City could use smaller signs and not use TX DOT signs. It was explained if smaller signs are desired through TX DOT there is a character limit on each sign and that would result in having double the number of signs posted, because more than one entity cannot be placed on the smaller signage. Discussion was had on where else signs could be placed, or

how to use pedestrian signs instead. Council members expressed interest in waiting on this project, possibly revisiting the idea, if and when the new City Hall is purchased. The consensus was not move forward with this project at this time.

ADJOURNMENT

Mayor Horn adjourned the meeting at 6:30 p.m.

PASSED and APPROVED the 5th of January, 2023.

ATTEST:

Paul A. Horn, Mayor

Dixie Roberts, City Secretary

**MINUTES
CITY OF ALVIN, TEXAS
CITY PLANNING COMMISSION
November 15, 2022**

BE IT REMEMBERED, that on the above date, the Planning Commission met in the First Floor Conference Room, at the Public Services Facility, 1100 West Highway 6, Alvin, Texas, at 6:30 P.M with the following members present, Abrin Brooks, John Burkey, Ashley Davis, Santos Garza, Roger Stuksa and Samuel Washington. Also present were staff members Michael Medwedeff, Assistant City Engineer and Shana Church, Executive Secretary. Scott Loy was absent.

1. Call To Order.

Call to order at 6:44 p.m.

2. Petition and Requests from the Public.

There were no petitions or requests from the public.

3. Approve the minutes of the City Planning Commission meeting of October 18, 2022.

Commission Member Ashley Davis motioned to approve the minutes of the regular Planning Commission meeting of October 18, 2022. Seconded by Samuel Washington, the motion carried on a vote of 6 ayes and 0 nays.

4. Consider a final plat of Pecan Acres, being 1.421 acres (61,915 square feet) of land out of tract 35 of the subdivision of section 26, A.C.H. & B. survey, A-471, Brazoria County, Texas, and being out of a residue of a 4.249-acre tract of land conveyed to James H. Welch, ET UX, as recorded in volume 840, page 11 of the Brazoria County deed records. Monica Fontenot, with Chesterfield Development, was present to represent the plat. Assistant City Engineer recommends final plat for discussion and approval. Commission Member Burkey motioned to recommend for approval. Seconded by Member Stuksa, the motion carried on a vote of 6 ayes, 0 nays.

5. Consider a final plat of Peters' Place, being a replat of lot 2 and lot 3 of the final plat of Briscoe Building Company, (75,949 sq. ft.) of land, abstract 449, out of the final plat of Briscoe Building Complex recorded in Brazoria County clerk's file number 2017017378, City of Alvin, Brazoria County, Texas. Assistant City Engineer recommends final plat for discussion and approval. Commission Member Davis motioned to recommend for approval. Seconded by Member Garza, the motion carried on a vote of 6 ayes, 0 nays.

6. Items of Community Interest – Commission Members.

John Burkey thanked Ashley Davis for putting flags out on Veteran's Day. Mr. Burkey mentioned the Museum Society will have Christmas at the Cottage on December 17th from 11 a.m. to 3 p.m. Mr. Burkey also mentioned three senior citizen board members will be recognized on Thursday, November 17th at the City Council meeting. Roger Stuksa mentioned there will be a Thanksgiving meal held at the Senior Center and The Chameleon on Thanksgiving day.

____ Motioned to Approve / Deny / Table. Seconded by ____
The motion carried on a vote of ____ Ayes and ____ Nays cast by ____

7. Staff report and update.

There was no staff report and update.

8. Adjournment.

Commission Member Stuksa motioned to adjourn the meeting, seconded by Member Washington. The motion carried on a vote of 6 ayes. The meeting ended at 6:57 p.m.

____ Motioned to Approve / Deny / Table. Seconded by ____
The motion carried on a vote of ____ Ayes and ____ Nays cast by ____



AGENDA COMMENTARY

Meeting Date: 1/5/2023

Department: City Secretary

Contact:

Agenda Item: Consider approval of the December 15, 2022, City Council meeting minutes.

Type of Item: Action Item

Summary:

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:

Finance Review Required: N/A _ Required _

Date Completed: _____

Supporting documents attached:

1. Council Minutes 12-15-22

Recommendation:

Reviewed by Department Head, if applicable: __

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Attorney, if applicable: __

Reviewed by City Manager, if applicable: __

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL REGULAR MEETING
THURSDAY, DECEMBER 15, 2022
7:00 PM**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular Session at 7:00 PM in the Council Chambers at City Hall, with the following members present: Mayor Paul A. Horn; Councilmembers: Martin Vela, Keko Moore, Glenn Starkey, Richard Garivey, and Chris Vaughn.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Michael Higgins, Director of Administrative Services; Dan Kelinske, Parks and Recreation Director; Michelle Segovia, City Engineer; Brandon Moody, Director of Public Services and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Alvin High School Choir member Ela Flores, under the direction of Choir Director Levi Duncan, gave the invocation by performing The Christmas Song.

Council member Moore led the Pledge of Allegiance to the American Flag.

Council member Garivey led the Pledge to the Texas Flag.

PUBLIC COMMENT

There were no comments from the public.

CONSENT AGENDA

Consider approval of the December 1, 2022, City Council Workshop minutes.

Consider approval of the December 1, 2022, City Council meeting minutes.

Consider Resolution 22-R-33, of the City Council of the City of Alvin, Texas approving and authorizing the Chief of Police to enter into a contract agreement with Flock Safety, Inc. for the acquisition, installation, maintenance and monitoring of twenty-six (26) automated License Plate Recognition (ALPR) Cameras and authorize the Chief of Police to sign said contract upon legal review.

On November 17, 2022, the Alvin City Council approved a 24-month contract with FLOCK Safety Inc. for the acquisition of twenty-six (26) automatic license plate (ALPR) cameras. The Texas Department of Transportation (TXDOT), as part of their approval process for placement of FLOCK Safety Inc. ALPR cameras on the State right of way, requires that the governing body of the law enforcement agency acquiring the cameras to pass a resolution authorizing the contract agreement. TXDOT further requires that, as part of the resolution, a Sunset Provision be included to require the Chief of Police, or designee, to provide to City Council prior to end of the contracts first year, and prior to contract renewal, evidence that the ALPR camera program has met the goals of enhancing public safety and improved outcomes in the investigation of criminal offenses within the City.

Consider Resolution 22-R-34, acknowledging receipt of the Land Use Assumptions and Capital Improvements Plan relating to Impact Fees, and scheduling a public hearing on Impact Fees for January 19, 2023.

In accordance with Section 395 of the Texas Local Government Code, an update of the Land Use Assumptions and Capital Improvements Plan relating to Impact Fees was drafted and reviewed by the Council-appointed Impact Fee Advisory Committee. Resolution 22-R-34 acknowledges receipt of the Water and Wastewater Impact Fee Study 2022 Update, that includes the updated Land Use Assumptions and Capital Improvements Plan, and sets the date for the public hearing for Impact Fees to be held on January 19, 2023. After the public hearing on January 19, City Council will hear a presentation on the impact fee study from Adico Consulting. An impact fee is a fee that can be imposed by a local government on a new or proposed development project to pay for a portion of the costs of providing public services to the new development. These fees are based on growth assumptions and the capital improvements needed to support growth. Staff recommends approval.

Council member Starkey moved to approve the consent agenda as presented. Seconded by Council member Garivey; motion to approve carried with all members present voting Aye.

OTHER BUSINESS

Consider Resolution 22-R-35, approving the Utility Conveyance and Security Agreement accepting the water distribution, wastewater collection and storm water facilities to serve Municipal Utility District No. 73, Mustang Crossing, Section 6; and authorize the Mayor to sign upon legal review.

This conveyance of utility facilities conforms with the initial Utility Services Contract dated September 21, 2007, with the developer, Rooted Development Group, LLC. Rooted Development Group contracted with the City to obtain water supply and wastewater treatment services for MUD #73 serving Mustang Crossing. The Developer provided for the construction and financing of the water and wastewater facilities to serve the MUD district. These services (water supply and wastewater treatment services) are to be transferred to the City for ownership, operation, and maintenance after completion. Staff recommends approval of the Utility Conveyance and Security Agreement for MUD No. 73, Mustang Crossing, Section 6.

Suzanne Hanneman, City Attorney, presented this item before City Council with explanation.

Council member Garivey moved to approve Resolution No. 22-R-35, approving the Utility Conveyance and Security Agreement accepting the water distribution, wastewater collection and storm water facilities to serve MUD No. 73, Mustang Crossing, Section 6, and authorize the Mayor to sign upon legal review. Seconded by Council member Moore; motion carried with all members present voting Aye.

Consider Resolution No. 22-R-36, approving the Utility Conveyance and Security Agreement accepting the water distribution, wastewater collection, and storm water facilities to serve Municipal Utility District No. 73, Mustang Crossing, Section 8, and authorize the Mayor to sign upon legal review.

This conveyance of utility facilities conforms with the initial Utility Services Contract dated September 21, 2007, with the developer, Rooted Development Group, LLC. Rooted Development Group contracted with the City to obtain water supply and wastewater treatment services for MUD #73 serving Mustang Crossing. The Developer provided for the construction and financing of the water and wastewater facilities to serve the MUD district. These services (water supply and wastewater treatment services) are to be transferred to the City for ownership, operation, and maintenance after completion. Staff recommends approval of the Utility Conveyance and Security Agreement for MUD 73, Mustang Crossing, Section 8.

Suzanne Hanneman, City Attorney, presented this item before City Council with explanation.

Council member Moore moved to approve Resolution No. 22-R-36, approving the Utility Conveyance and Security Agreement accepting the water distribution, wastewater collection, and storm water facilities to serve Municipal Utility District No.

73, Mustang Crossing, Section 8, and authorize the Mayor to sign upon legal review. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Consider Ordinance 22-DDD, granting consent to the creation of Brazoria County Municipal Utility District (MUD) No. 88; containing various provisions related to the foregoing subject; and making certain findings related thereto.

On or about October 11, 2022, the City received a Petition for Consent to the Creation of Brazoria County Municipal Utility District (MUD) No. 88 from Maple View Development LLC, the landowner, who is proposing a new master planned development located south of County Road 35, west of State Highway 288, which includes approximately 238.466 acres of land, some or all of which is located within the City of Alvin's ETJ. Section 54.016 of the Texas Water Code provides that land within a city's ETJ cannot be included in a MUD district without the written consent of the city.

The landowner proposes to develop this land for residential and commercial uses and claims that there is not now available within the area an adequate waterworks system, sanitary sewer system, or drainage and storm sewer system. Therefore, a public necessity exists for the creation of the District to provide for such systems to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

This Ordinance grants the City's consent to the creation of MUD 88. Staff recommends approval.

Suzanne Hanneman, City Attorney, presented this item before City Council with explanation.

Council member Starkey moved to approve Ordinance 22-DDD, granting consent to the creation of Brazoria County Municipal Utility District No. 88, containing various provisions related to the foregoing subject; and making certain findings related thereto. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Consider Ordinance 22-EEE, amending Chapter 24, Traffic, of the Code of Ordinances, City of Alvin, Texas, for the purpose of designating the prima facie speed limit of 20 miles per hour within the Sunset Ranch Subdivision; authorizing and directing the placement and installation of speed control signage; providing for a penalty and publication; and setting forth other provisions related thereto.

In December 2022, a request was received by the Engineering Department to consider lowering the speed limit in the 80 lot Sunset Ranch Subdivision that is located along Heights Road. The current posted speed limit within the subdivision, which consists of a loop street with one small cul-da-sac extending from it, is 30 miles per hour (MPH). Ordinance 22-EEE will establish a posted speed limit of 20 MPH within the entire Sunset Ranch Subdivision; authorize staff to install the appropriate signage and provide for the enforcement of the designated speed limit. Lowering the speed limit from 30 MPH to 20 MPH will make Sunset Ranch Subdivision consistent with other subdivisions within the city that are of similar size and configuration. Staff recommends approval of Ordinance 22-EEE.

Michelle Segovia, City Engineer, presented this item before City Council with explanation.

Council member Moore moved to approve Ordinance 22-EEE, amending Chapter 24, Traffic, of the Code of Ordinances, City of Alvin, Texas, for the purpose of designating the prima facie speed limit of 20 miles per hour within the Sunset Ranch Subdivision;

authorizing and directing the placement and installation of speed control signage; providing for a penalty and publication; and setting forth other provisions related thereto. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Consider Ordinance 22-CCC, amending Chapter 34 Public Storage Facilities/Mini-Warehouses of the Code of Ordinances, City of Alvin, Texas, for the purpose of providing for a variance; providing for a penalty; and setting forth other provisions related thereto.

At the December 1, 2022 meeting, City Council discussed adding a variance provision to Chapter 34, Public Storage Facilities/Mini-Warehouses. At said meeting, the City Council directed staff to draft an ordinance for consideration at a future meeting.

As requested, this ordinance allows for an applicant to apply for a variance from parts of this chapter upon written request along with a \$250 non-refundable fee, and is to be reviewed first by the Planning Commission with a recommendation to the City Council.

Suzanne Hanneman, City attorney, presented this item before City Council with explanation. Discussion was had. Council member Vela asked that staff look into the fee associated with this variance process to make sure that it was up to industry standards.

Council member Moore moved to approve Ordinance 22-CCC, amending Chapter 34 Public Storage Facilities/Mini-Warehouses of the Code of Ordinances, City of Alvin, Texas, for the purpose of providing for a variance; providing for a penalty; and setting forth other provisions related thereto. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Consider a Deed without Warranty for the north portion of Reserve B of the Final Plat of Rose's Addition 2 (located at 113 East Sealy Street, Alvin, Texas), to Hembree Holdings Group, and authorize the Mayor to sign upon legal review.

On May 17, 2022, the Planning Commission approved the final plat of the north portion of Reserve B of the Final Plat of Rose's Addition 2. (Council was not required to approve the plat, since it is considered a minor plat). The property is located at 113 East Sealy Street (Grace Pizza), and was platted to convey the area around Grace Pizza, including the building that was once the storage and smoker, to the Hembree Holdings Group, the owner of the property.

On August 5, 2021, Council met in an Executive Session to discuss the sale of this property to Hembree Holdings Group, and met again on June 16, 2022, to discuss the particulars of the sale. Hembree Holdings Group has agreed to reimburse the City for the platting and filing expenses, totaling \$4,750.00. Once filed, this Deed will convey the platted property to Hembree Holdings Group. Staff recommends approval.

Suzanne Hanneman, City attorney, presented this item before City Council with

explanation.

Council member Starkey moved to approve the Deed Without Warranty for the north portion of Reserve B of the Final Plat of Rose's Addition 2 (located at 113 East Sealy Street, Alvin, Texas), to Hembree Holdings Group, and authorize the Mayor to sign upon legal review. Seconded by Council member Moore; motion carried with all members present voting Aye.

Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

Council member Vela suggested a review of the fees associated with Public Storage Facilities, look at what other cities are charging, I.e. carports versus Developments. Based on that review then bring a recommendation to City Council at a future date.

REPORTS FROM THE CITY MANAGER

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

Mr. Junru Roland announced items of community interest; and he reviewed the preliminary list for the January 5, 2023 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 members Garivey, Vela, Vaughn and Starkey all expressed congratulations to Dixie Roberts for winning the Municipal Clerk of the Year award, and Merry Christmas and Happy New Year to all.

ADJOURNMENT

Mayor Horn adjourned the meeting at 7:27 p.m.

PASSED and APPROVED the 5th day of January, 2023.

ATTEST:

Paul A. Horn, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 1/5/2023

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider the Interlocal Agreement IS23-0012 with Brazoria County for the improvement of the Waste Water Treatment Plant Road, as listed in Exhibit B; and authorize the Mayor to sign upon legal review.

Type of Item: Contract/Agreement

Summary: On September 1, 2022, City Council approved the general annual Interlocal Agreement for assistance with the reclamation and asphalt overlay of the Wastewater Treatment Plant (WWTP) road, which provides ingress and egress to/from the WWTP. The proposed Interlocal Agreement IS23-0012 outlines the requirements and mechanisms of the City of Alvin and Brazoria County necessary to bring the WWTP road project to fruition. Those requirements include, but are not limited to: Brazoria County supplying necessary equipment and personnel; and the financial responsibilities of the City and County.

The City of Alvin entered into this partnership with Brazoria County in 1991, and has continued to use the program since that time. This program provides for low-cost paving and rehabilitation of asphalt streets and has improved over 34 miles of asphalt streets since the start in 1991.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒	Budgeted Item: Yes ☐ No ☐ N/A ☒
Funding Account: _____	Amount: _____
Legal Review Required: N/A ☐ Required ☒	1295 Form Required? Yes ☐ No ☒
Finance Review Required: N/A ☒ Required ☐	Date Completed: <u>12/21/2022 SLH</u>
	Date Completed: _____

Supporting documents attached:

1. Braz Co Agreement IS23-0012
 2. Exhibit B
-

Recommendation: Move to approve the Interlocal Agreement IS23-0012 with Brazoria County for the improvement of the Waste Water Treatment Plant Road, as listed in Exhibit B; 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, if applicable: ☒

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT
BETWEEN BRAZORIA COUNTY AND THE CITY OF ALVIN
IS23-0012

This Agreement is made between BRAZORIA COUNTY and the CITY OF ALVIN hereinafter referred to as the COUNTY and CITY respectively.

RECITALS

WHEREAS, the CITY wishes to repair all roads as listed on Exhibit “B”; and

WHEREAS, the CITY has requested the COUNTY’S assistance to providing labor and equipment to repair all roads as listed on Exhibit “B”; and

WHEREAS, the COUNTY has agreed to utilize Brazoria County Road & Bridge equipment and employees to perform this work pursuant to the authority of Texas Transportation Code, §251.015, and the Interlocal Cooperation Act, Texas Government Code, §791.001 et. seq., subject to the conditions and limitations of this Agreement;

NOW THEREFORE, the CITY and COUNTY agree as follows:

- 1.01 COUNTY agrees to supply such equipment as may be necessary together with operators to repair all roads listed on Exhibit “B”.
- 1.02 The CITY agrees to pay for material needed in the project directly to supplier, and in the event COUNTY costs in performing above-described work exceed \$10,000.00, the CITY shall pay, from the point in time that COUNTY’S costs equal the sum \$10,000.00, the labor costs and the hourly value of equipment used, plus any other costs associated with the use of the equipment. Though it is contemplated by this agreement that CITY will obtained the necessary design and engineering studies required by the project prior to the commencement of the work, CITY agrees to pay the reasonable cost of any design or engineering work obtained by COUNTY if it exceeds the sum of \$10,000.00. The value of equipment shall be those hourly rates which have been previously established by the COUNTY for each item of its equipment, multiplying the same by the number of hours, such equipment has been utilized in excess of the point in time when COUNTY’S costs equaled the sum of \$10,000.00. COUNTY equipment utilized on site for the project shall be charged to CITY on a daily rate for each day it is on-site.
- 1.03 The parties intend that COUNTY, in performing such services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. COUNTY is not considered an agent or employee of CITY.

- 1.04 Each party agrees that payments for the performance of governmental functions or services shall be from current revenues available to the paying party and further that such payments shall fairly compensate the performing party for the service it supplies provides for the other party's benefit.
- 1.05 COUNTY does not warrant the suitability for this project of any material purchased by CITY from a third party which maintains a continuing contract with COUNTY. Any cost estimate made connection with this project is only an estimate and is not warranty of the final cost of the project.
- 1.06 To the extent permitted by law, CITY agrees to assume the risk of, fully indemnify, hold harmless and defend COUNTY, its agent, officers and employees from any and all loss, damage, cost demands and causes of action of any manner from the performance of the above referenced work.
- 1.07 COUNTY executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court so authorizing, and the CITY executes this Agreement by and through the Mayor acting pursuant to authorizations of its City Council.
- 1.08 Nothing herein shall be constructed to make either party purchaser or consumer of goods or services from the other.
- 1.09 Nothing herein shall be constructed to create any rights in third parties.
- 1.10 Misspelling of one or more words in this agreement shall not void this agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the parties.

IN TESTIMONY OF WHICH, witness our signatures on the execution dates herein below.

By: _____

CITY OF ALVIN
MAYOR

By: _____

BRAZORIA COUNTY
COUNTY JUDGE

Date signed: _____

Date signed: _____

City of Alvin
Interlocal Agreement Project Request Summary FY-23

STREET/LOCATION	LIMITS (TO - FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects ONLY)	FOR OFFICE USE ONLY
WWTP Road	CR 160 to WWTP	2,900ft	20ft	Reclaim + Overlay	\$124,672.25

Note: Each page submitted must be approved by the Mayor.
Return to: County Engineer's Office

[Signature]

Approved By: Mayor

Please return your completed Project Request to the attention of Mandie Okelly prior to October 1, 2022.



AGENDA COMMENTARY

Meeting Date: 1/5/2023

Department: Finance

Contact: Michael Higgins, Director of
Administrative Services

Agenda Item: Consider Resolution 23-R-01, adopting the Governmental Accounting Standards Board's Statement No. 87; providing for the incorporation of preamble; and providing for an effective date.

Type of Item: Resolution

Summary:

The Governmental Accounting Standards Board (GASB) provides authoritative guidance on accounting and financial reporting for state and local governments. Texas is one of many states that has enacted laws -- Texas Government Code, Section 321.013(b) and Texas Government Code, Section 403.013(c) -- requiring compliance with GASB standards.

GASB 87 is the new lease accounting standard issued by the Governmental Accounting Standards Board. The goal of the new lease accounting standard is to: more accurately portray lease obligations, and increase the usefulness of governmental financial statements.

The main differentiator between GASB 87 and the prior GASB guidance relates to lease classification, which was previously a key component to determining recognition in the financial statements. Under GASB 87, a distinction between *operating* and *capital leases* no longer exists. GASB 87 now requires all agreements meeting the definition of a lease* to be classified as *finance leases*. Accordingly, the majority of lease obligations will now be reflected as liabilities and assets on the *Statement of Net Position*.

This pronouncement requires the adoption of GASB 87 for all fiscal years beginning subsequent to June 15, 2021, with the requirement to restate all prior periods presented, if practicable.

Staff recommends City Council approval of this Resolution, adopting GASB Statement 87.

** a contract that conveys control of the right to use another entity's nonfinancial asset (the underlying asset) as specified in the contract for a period of time in an exchange or exchange-like transaction.*

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: 12/21/2022 SLH

Finance Review Required: N/A ☐ Required ☐

Date Completed:

Supporting documents attached:

1. Res 23-R-01; GASB 87
 2. GASB87 Policy
-

Recommendation: Move to approve Resolution 23-R-01, adopting the Governmental Accounting Standards Board's Statement No. 87; providing for the incorporation of preamble; and providing for an effective date.

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Manager, if applicable: X

RESOLUTION 23-R-01

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ADOPTING THE GOVERNMENTAL ACCOUNTING STANDARDS BOARD'S STATEMENT NO. 87; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Alvin desires to have a written policy outlining the policy and processes for Governmental Accounting Standards Boards ("GASB") Statement No. 87, and the City does not currently have such a policy; and

WHEREAS, the City Council is of the opinion that the GASB Statement No. 87 Policy attached hereto as Exhibit "A" should be adopted.

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

Section 1. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The City Council of the City of Alvin hereby adopts the GASB Statement No. 87 Policy attached hereto as Exhibit "A."

Section 3. This Resolution shall become effective immediately upon its passage.

Section 4. 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 the 5th day of January 2023.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

CITY OF ALVIN POLICY: GASB STATEMENT NO. 87 – LEASES
EFFECTIVE: 1-5-2023

Purpose

Governmental Accounting Standards Boards (“GASB”) Statement No. 87, Leases (GASB 87), requires the City to report lessee and lessor lease activity in the City’s annual financial statements. Under GASB 87, the City is required to report a right to use asset and related lease liability for any lessee lease positions the City maintains. Similarly, the City is required to report a lease receivable and related deferred inflow of resources for any lessor lease positions maintained by the city. To implement this principal and establish guidelines, the following policy has been adopted.

Policy

It is the policy of the City that lease activity will be reported in the City’s financial statements and footnotes in accordance with the requirements outlined in GASB 87. All lease contracts new or existing entered-into by the City, both as a lessee and lessor, should be reported to the City’s finance department 30 days before lease execution/renewal.

Lease Threshold – Intangible right-to-use lease assets (a capital asset category) associated with leases of the City should be capitalized according to the following threshold: \$10,000 or greater in future lease payments through the lease term. If the City is a lessee in a leasing arrangement, the intangible right-to-use lease asset should be capitalized if greater than or equal to the threshold above. Assets with remaining lease payments below the threshold should be expensed as payments are made. This threshold should only be applied once upon entering into a lease agreement as defined by GASB Statement 87.

Definitions

Lease – GASB 87 defines a lease as a contract that conveys control of the right to use another entity’s nonfinancial asset (the underlying asset) as specified in the contract for a period of time in an exchange or exchange-like transaction.

In considering the right to use another entity’s nonfinancial asset, the City must consider whether both of the following are true:

- Does the City have the right to obtain the present service capacity from use of the underlying asset as specified in the contract?
- Does the City have the right to determine the nature and manner of use of the underlying asset as specified in the contract?

Lessor – In a contract, a lessor is the legal owner of an asset who provides the lessee the right to use or occupy the asset for a specified period in an exchange or exchange-like transaction.

Lessee – In a contract, the lessee is the party who receives the right to use an asset for a specified period and makes periodic payments to the lessor based upon the contract requirements.

Incremental Borrowing Rate – Interest rate the City would be offered should the City choose to borrow the funds required to make future lease payments for a term similar to the lease term.

Procedures

Effective fiscal year 2022 (10/1/21), leases greater than 12 months in duration (Lease Term) that meet the dollar thresholds (Lease Thresholds) within this policy will require the recognition of a lease asset and lease liability when City is the lessee, or a lease receivable and deferred inflow of resources when City is the lessor.

Lease term

The lease term includes a non-cancelable term plus:

- Periods covered by a lessee's option to extend the lease if it is reasonably certain, based on all relevant factors, that the lessee will exercise that option
- Periods covered by a lessee's option to terminate the lease if it is reasonably certain, based on all relevant factors, that the lessee will not exercise that option
- Periods covered by a lessor's option to extend the lease if it is reasonably certain, based on all relevant factors, that the lessor will exercise that option
- Periods covered by a lessor's option to terminate the lease if it is reasonably certain, based on all relevant factors, that the lessor will not exercise that option.

Short Term Leases

This policy does not apply to short-term leases which are defined as a lease that, at the commencement of the lease term, has a maximum possible term under the lease contract of 12 months (or less), including any options to extend, regardless of their probability of being exercised.

Interest Rates

For purposes of calculating the present value of future lease payments (lessee) or lease revenues (lessor), the city utilizes the following discount rates in order of priority:

- Interest rate as stated in the contract.
- The City's incremental borrowing rate, as determined by the Finance Department.
- It is highly recommended new lease agreements be negotiated in such a manner that an explicit interest rate is contained within the contract. This would require collaboration of the accounting, procurement and legal departments to ensure that contract terms meet financial reporting needs and include the most accurate measure of discounting for leasing arrangements (i.e., a stated interest rate) as establish per GASB 87 - Leases.

Excluded Leases

- \$1 Leases – GASB 87 Paragraph 4 states that this standard only applies to exchange or exchange-like transactions. When leases are entered into for de minimum amounts (\$1 per year) there is not an equal exchange of value given and received between the lessor and lessee. The value of the asset being leased (by the Lessee) should be of essentially equal as the lease payments received (by the Lessor).

- Service Contracts – Contracts for maintenance services or other types of "services" are not included. If a contract/lease agreement includes both a leased asset component and a service component AND the two components cannot easily be separated in the lease payment, then the service portion would have to be included because there would be no way to separate the two components. For any future lease contracts and agreements, please ensure that these components are broken down in the wording of the contract for ease of GASB 87 determinations.
- Intangible Assets – assets that lack physical substance. GASB 87 provides examples that include: rights to explore for or to exploit natural resources such as oil, gas, and minerals and similar non-regenerative resources; licensing contracts for items such as motion picture films, video recordings, plays, manuscripts, patents, and copyrights; licensing contracts for computer software. Other examples are franchises, goodwill, trademarks and trade names. (Paragraph 8a).
- Biological Assets – assets that are living. GASB 87 identifies timber, living plants and living animals. Other items would include vegetation/produce (crops) (Paragraph 8b)
- Inventory
- Service Concession Arrangements – Excluded because these are covered by GASB 60. Arrangements between a transferor (government) and an operator (governmental or nongovernmental entity) in which the transferor conveys to an operator the right and related obligation to provide services through the use of infrastructure in exchange for significant consideration and the operator collects and is compensated by fees from third parties. (Paragraph 8d).
- Supply Contracts – an agreement where the seller promises to supply all of the specified goods or services that a buyer needs over a certain time and at a fixed price and the buyer agrees to purchase such goods or services exclusively from the seller during that time. (Paragraph 8f).
- Short-Term Leases – Leases that will only last for 12 months or less. The contract for these leases does not include any options to renew that extend past the 12 months. (Paragraph 16) Note that short term leases are a maximum of 12 months in the term. A lease that conveys control for 3 months out of each year for 3 years would equate to a 9-month total term in the lease and be considered short term even though it extends across a 3-year period of time.

Embedded Leases

Contracts may include an embedded lease for a "right to use asset" which may or may not be explicitly identified in the contract. To the extent possible, "right to use assets" should be clearly identified in the contract. Embedded leases should be treated separately from the other contract requirements/deliverables with respect to this policy.

Common contracts with embedded leases:

- Advertising agreements
- Service agreements
- Transportation agreements

- Construction agreements
- Related party charges

Lease Modifications & Terminations

Lease modifications and terminations will typically require a re-measuring of lease assets/liability for lessee, and lease receivable/deferred inflow of resources for lessor. If the modification results in the addition of a new right to use asset, as opposed to an addition to an existing asset, it should be treated as a new lease.

Departments Responsibilities

Departments must follow all City Purchasing, contract, and leases related policies before entering into a lease agreement with a vendor, including the following:

- Follow Department level controls in determining potential leases
- Complete GASB 87 Lessee and Lessor Checklist

To ensure that leases are properly reviewed under this policy, all departmental lease/rent requisitions must be done as a Purchasing and/or Ordinance origin requisition. Requisitions must be entered with an appropriate lease/rent item category and account codes. Requisitions for contracts that contain lease and non-lease components should contain separate requisitions lines for the lease and non-lease components.

Departments are responsible for notifying the Finance Department and the City Manager of the following:

- New lease arrangements.
- Lease modifications and terminations.
- Change in assumptions such as likelihood of exercising lease renewals or termination options.
- Complete annual lease survey.

City Administration and Finance Department:

With the assistance as needed from the City Attorney, the City Manager will oversee lease contracts in accordance with applicable policies, rules and regulations. To the extent possible, lease agreements will be negotiated and crafted to help ensure compliance with reporting requirements in this policy. Additional documentation, such as likelihood of exercise of lease option, should be maintained as support for lease treatment.

All leases meeting the reporting requirements will be tracked with a unique lease contract number (provided by the Finance Department). For leases paid through a Requisition/Purchase Order ("PO"), the lease contract number must be entered on the both the requisition and PO.

Finance Department

The Finance Department is responsible for reviewing applicable lease agreements and determining and recording appropriate accounting entries. Based on lease terms and additional

information provided by departments and legal, calculations will be made to determine whether the lease meets the lease threshold. All leases will be tracked and appropriate adjustments will be made for modifications and changes in assumptions.



AGENDA COMMENTARY

Meeting Date: 1/5/2023

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider a License Agreement for the Exclusive Use of City Property, between the City of Alvin and the Alvin Sunrise Foundation for the Music Festival and Bar-B-Q Cookoff at Briscoe Park Monday, March 20, 2023 through Sunday, March 26, 2023 with the event held Friday, March 24 and Saturday, March 25; and authorize the City Manager to sign upon legal review.

Type of Item: Contract/Agreement

Summary: The License Agreement for Exclusive Use of City Property is used as an annual instrument to acknowledge dates of exclusive use of Briscoe Park and capture other City-owned resources such as equipment and personnel requested by the Alvin Sunrise Rotary Club for the purpose of holding the fundraising event "Music Fest and Bar-B-Q Cook-Off." This year, exclusive park use is requested by Alvin Sunrise Rotary Club from March 20, 2023 to March 26, 2023, with the actual event scheduled for Friday, March 24 through Saturday March 25, 2023, in Briscoe Park to include food, alcoholic beverages, music, and other entertainment.

Pursuant to the Licensing Agreement, Alvin Sunrise Rotary Club agrees to:

- Adhere to governmental regulations concerning the sale of food and alcohol and obtain appropriate permits
- Adhere to the City's Noise ordinance and obtain an appropriate sound/noise permit
- Fence the park area used exclusively for the event
- Ensure the deployment of police for security and pay the cost of City of Alvin police officers to perform security and/or traffic control
- Maintain the property in clean condition
- Abide by all terms of the Event Application, including insurance requirements
- Maintain Comprehensive General Liability insurance naming the City of Alvin as an additional insured
- Construction of a concrete slab with drain

Pursuant to the Licensing Agreement, the City agrees to:

- Contribute \$20,000 of Hotel Occupancy Tax funds thru the HOT fund grant program
 - Authorize Alvin Sunrise Rotary to sell alcoholic beverages on City property
 - Waive tent fees for individual participating cooks/cook teams
 - Waive Park user fees as outlined in the Event Application
 - Authorize construction of a concrete slab with drain in accordance with applicable permit
-

application(s), at the sole expense of Alvin Sunrise Rotary Foundation

- Provide up to 15 hours of Alvin Fire Marshal or Assistant Fire Marshal's time for inspection of cookers and other Fire Safety and Prevention services required by the City
- Provide barricades and cones for street closure
- Provide EMS personnel and ambulance
- Provide Mobile Command Truck
- Provide portable restroom
- Provide up to 20 picnic tables and 30 trash barrels with liners
- Provide electricity and water, where not already furnished

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

Funding Account: 121-1006-14-3228 **Amount:** \$20,000 **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 12/21/2022 SLH

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

Supporting documents attached:

1. 2023 License Agreement Alvin Sunrise Rotary REDLINED
 2. 2023 License Agreement Alvin Sunrise Rotary; FINAL
-

Recommendation: Move to approve a License Agreement for the Exclusive Use of City Property, between the City of Alvin and the Alvin Sunrise Foundation for the Music Festival and Bar-B-Q Cookoff at Briscoe Park Monday, March 20, 2023 through Sunday, March 26, 2023 with the event held Friday, March 24, 2023 and Saturday, March 25, 2023; 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, if applicable: ☒

LICENSE AGREEMENT FOR EXCLUSIVE USE OF CITY PROPERTY

THIS LICENSE AGREEMENT (“Agreement”) is entered into on this _____ day of _____, 2022 ~~23~~, by and between the City of Alvin, a municipal corporation (“the City”), and Alvin Sunrise Rotary Foundation, a Domestic Non-Profit Corporation (“Licensee”).

RECITALS:

- A. The Licensee hereby requests use of a city park for a fundraising event for the Alvin Sunrise Rotary Foundation and agrees to abide by all rules and procedures as set forth by the City.
- B. Licensee has requested the City to issue Licensee a license for the purpose of holding the Alvin Music Festival and Cook-Off in the city park known as Briscoe Park, located at 3625 Briscoe Drive, Alvin, Texas, for the purpose of providing music and other entertainment. Licensee will have exclusive use of the city park, charge admission to the public to enter the city park property, and sell beer, food, and other items.
- C. The City and Licensee entered into a donation agreement signed by Mayor Paul Horn with authorization from the City Council on December 18, 2014, which granted the Licensee naming rights to the pavilion located at Briscoe Park ending January 1, 2034.

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

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

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

3. Term of License. This License shall begin Monday, ~~March 28, 2022~~ **March 20, 2023** at 6:00 a.m. and continue through Sunday, ~~April 3, 2022~~ **March 26, 2023** at 9:00 p.m. (a period of approximately seven (7) consecutive days), unless revoked earlier by the City at its sole discretion.

4. Operation Requirements.

Licensee agrees to the following:

- a. Licensee shall adhere to all local, state and federal regulations concerning the sale and distribution of food and alcohol, including obtaining a food/beverage sales permit and alcoholic beverage distribution requirements and permit.
- b. Licensee shall obtain a sound and noise permit. The approval of said permit shall exempt the Licensee from the current maximum permissible sound levels outlined in Section 15-9.2 of the City of Alvin's Code of Ordinances. This exemption is clearly stated in Section 15-9.4 of the Code of Ordinances.
- c. Licensee shall fence the entire Licensed Property area to be used for Licensee's exclusive use.
- d. Licensee ~~qualified as a "Recognized Group" in the Community Wide Event Application~~ and shall provide security personnel for the entire time Licensee sells or distributes alcoholic beverages on Friday, ~~April 1, 2022~~ **March 24, 2023** beginning at 4:00 p.m. through 12:00 a.m. ~~and Saturday, April 2, 2022~~ **March 25, 2023** beginning at 10:00 a.m. through 12:00 a.m., ~~and again Sunday, April 3, 2022 beginning at 12:00 p.m. through 7:00 p.m.~~ and in accordance with all local, state and federal regulations concerning the sale and distribution of alcoholic beverages.
- e. Licensee ~~shall~~ **agrees the security and traffic operational plan will be developed and staffed by Alvin Police Department and Office of Emergency Management. Licensee shall pay the personnel contracted to provide security and traffic control for the event. provide security personnel to perform any traffic control related to the event.**
- f. Licensee acknowledges the required security personnel is defined in the "Recognized Group" document ~~Event Application~~ to consist of a ratio of one (1) currently certified Texas peace officer to every fifty (50) patrons in the alcohol area, ~~with City of Alvin police personnel given first consideration for paid positions.~~ Licensee further acknowledges the Alvin Chief of Police **or designee** reserves the right to establish, change or modify the amount and type of peace officers needed.
- g. ~~Licensee shall pay the required City of Alvin police security and traffic control at Licensee's expense.~~
- h. Licensee and its agents shall maintain the property in a reasonably clean condition, and, at the termination of the license, shall remove all equipment, refuse and any other materials brought onto the property by the Licensee and/or its guests.
- i. Licensee shall abide by all the terms of the ~~Community Wide Event Application~~ **Event Application**, Ordinances and/or Fees that are not excepted in this Agreement.
- j. **Licensee shall construct a concrete slab with drain in accordance with applicable permit application(s), at the sole expense of Licensee.**

City agrees to the following:

- a. Authorize Licensee (TABC permit holder) to sell alcoholic beverages on the Licensed Property during the term of the License in accordance with local, state and federal regulations concerning the sale and distribution of alcohol.
- b. Provide necessary barricades and cones for street closures at no cost to Licensee.
- c. Provide onsite EMS personnel and ambulance at no cost to Licensee.
- d. Provide onsite Alvin Office of Emergency Management Mobile Command Truck at no cost to Licensee.
- e. Provide use of the portable restroom, up to 20 picnic tables and 30 trash barrels with liners at no cost to Licensee.
- f. Provide electricity and water, where already furnished, which includes electrical outlets, security lights, athletic field lighting as well as interior and exterior lighting on the concession stand and press box buildings at no cost to Licensee.
- g. Contribute Twenty Thousand and No/100 Dollars (\$20,000) from the Hotel Occupancy Tax Fund to be used in accordance with the Hotel Occupancy Tax Funding Application submitted by the Alvin Sunrise Rotary Foundation on ~~June 23, 2022~~ **June 23, 2022**, and approved by the Hotel Occupancy Tax (H.O.T.) grant review committee on ~~August 10, 2021~~ **August 8, 2022**.
- h. Provide up to 15 hours of the Alvin Fire Marshal or Assistant Fire Marshal's time for inspection of cookers and other Fire Safety and prevention services required by the City at no cost to Licensee.
- i. Waive tent permit fee for each participating cooker/cook team required by Section 28-2, Code of Ordinances.
- j. Authorize Licensee to construct a concrete slab with drain, in accordance with applicable permit application(s), at the sole expense of Licensee.

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

6. Indemnification and Insurance. Licensee shall defend, indemnify and hold harmless the City, its officers, agents, employees, successors and assigns from any and all claims, losses, costs, damages, expenses and liabilities, including reasonable attorneys' fees, for or from loss of life or damage or injury to any person or property of any person or entity, including, without limitation, the agents, officers, employees, invitees and licensees of the City, arising out of, connected with or incidental to, either directly or indirectly, Licensee's negligent use of, construction on, or maintenance of the Licensed Property during the term of this License by Licensee, its employees, agents, contractors and subcontractors, licensees or invitees or the exercise by Licensee of any of its rights or the performance by Licensee of any of its obligations. Licensee shall not interfere with or damage existing utility facilities or City infrastructure, on, off, under, or near the Licensed Property, and shall indemnify and reimburse the City for any damages, costs, expenses or liabilities resulting from Licensee's damage or interference therewith. The indemnity obligation contained in this Section shall survive the expiration or earlier termination of this License. In no event, however, shall the foregoing agreement to defend, indemnify and hold harmless the City be deemed to extend to any liability for any environmental condition of the Licensed Property.

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

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

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

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

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

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

7.1. Upon the occurrence of any of items (a) through (b) of Section 7, the City may, at its option, exercise any one or more of the following rights and remedies:

- a. deny access to the Licensed Property; or
- b. terminate this License Agreement; or
- c. exercise any and all additional rights and remedies that the City may have at law or in equity.

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

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

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

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

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

9. Safety Measures. Licensee shall fence, barricade or take such other measures as are necessary or appropriate to protect the general public from any danger posed by Licensee's activities or

Licensee's property under this License. Licensee shall also take measures to protect existing City infrastructure on the property, including but not limited to sidewalks, water and sewer lines, water meters and other utilities.

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

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

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

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

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

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

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

To the City of Alvin:

City Manager
216 W. Sealy
Alvin, Texas 77511

To the Licensee:

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

Contact Person:
Phone:

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

CITY OF ALVIN

By: _____
Junru Roland, City Manager

Date: _____

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

Signature: _____

Title: _____, Alvin Sunrise Rotary Foundation

Print Name: _____

Date: _____

Attachment: Exhibit A [map]

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

THIS LICENSE AGREEMENT (“Agreement”) is entered into on this _____ day of _____, 2023, by and between the City of Alvin, a municipal corporation (“the City”), and Alvin Sunrise Rotary Foundation, a Domestic Non-Profit Corporation (“Licensee”).

RECITALS:

- A. The Licensee hereby requests use of a city park for a fundraising event for the Alvin Sunrise Rotary Foundation and agrees to abide by all rules and procedures as set forth by the City.
- B. Licensee has requested the City to issue Licensee a license for the purpose of holding the Alvin Music Festival and Cook-Off in the city park known as Briscoe Park, located at 3625 Briscoe Drive, Alvin, Texas, for the purpose of providing music and other entertainment. Licensee will have exclusive use of the city park, charge admission to the public to enter the city park property, and sell beer, food, and other items.
- C. The City and Licensee entered into a donation agreement signed by Mayor Paul Horn with authorization from the City Council on December 18, 2014, which granted the Licensee naming rights to the pavilion located at Briscoe Park ending January 1, 2034.

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

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

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

3. Term of License. This License shall begin Monday, March 20, 2023 at 6:00 a.m. and continue through Sunday, March 26, 2023 at 9:00 p.m. (a period of approximately seven (7) consecutive days), unless revoked earlier by the City at its sole discretion.

4. Operation Requirements.

Licensee agrees to the following:

- a. Licensee shall adhere to all local, state and federal regulations concerning the sale and distribution of food and alcohol, including obtaining a food/beverage sales permit and alcoholic beverage distribution requirements and permit.
- b. Licensee shall obtain a sound and noise permit. The approval of said permit shall exempt the Licensee from the current maximum permissible sound levels outlined in Section 15-9.2 of the City of Alvin's Code of Ordinances. This exemption is clearly stated in Section 15-9.4 of the Code of Ordinances.
- c. Licensee shall fence the entire Licensed Property area to be used for Licensee's exclusive use.
- d. Licensee shall provide security personnel for the entire time Licensee sells or distributes alcoholic beverages on Friday, March 24, 2023, beginning at 4:00 p.m. through 12:00 a.m. and Saturday, March 25, 2023, beginning at 10:00 a.m. through 12:30 a.m., and in accordance with all local, state and federal regulations concerning the sale and distribution of alcoholic beverages.
- e. Licensee agrees the security and traffic operational plan will be developed and staffed by Alvin Police Department and Office of Emergency Management. Licensee shall pay the personnel contracted to provide security and traffic control for the event.
- f. Licensee acknowledges the required security personnel is defined in the Event Application. Licensee further acknowledges the Alvin Chief of Police or designee reserves the right to establish, change or modify the amount and type of peace officers needed.
- g. Licensee and its agents shall maintain the property in a reasonably clean condition, and, at the termination of the license, shall remove all equipment, refuse and any other materials brought onto the property by the Licensee and/or its guests.
- h. Licensee shall abide by all the terms of the Event Application, Ordinances and/or Fees that are not excepted in this Agreement.
- i. Licensee shall construct a concrete slab with drain in accordance with applicable permit application(s), at the sole expense of Licensee.

City agrees to the following:

- a. Authorize Licensee (TABC permit holder) to sell alcoholic beverages on the Licensed Property during the term of the License in accordance with local, state and federal regulations concerning the sale and distribution of alcohol.
- b. Provide necessary barricades and cones for street closures at no cost to Licensee.
- c. Provide onsite EMS personnel and ambulance at no cost to Licensee.

- d. Provide onsite Alvin Office of Emergency Management Mobile Command Truck at no cost to Licensee.
- e. Provide use of the portable restroom, up to 20 picnic tables and 30 trash barrels with liners at no cost to Licensee.
- f. Provide electricity and water, where already furnished, which includes electrical outlets, security lights, athletic field lighting as well as interior and exterior lighting on the concession stand and press box buildings at no cost to Licensee.
- g. Contribute Twenty Thousand and No/100 Dollars (\$20,000) from the Hotel Occupancy Tax Fund to be used in accordance with the Hotel Occupancy Tax Funding Application submitted by the Alvin Sunrise Rotary Foundation on June 23, 2022 and approved by the Hotel Occupancy Tax (H.O.T.) grant review committee on August 8, 2022.
- h. Provide up to 15 hours of the Alvin Fire Marshal or Assistant Fire Marshal's time for inspection of cookers and other Fire Safety and prevention services required by the City at no cost to Licensee.
- i. Waive tent permit fee for each participating cooker/cook team required by Section 28-2, Code of Ordinances.
- j. Authorize Licensee to construct a concrete slab with drain, in accordance with applicable permit application(s), at the sole expense of Licensee.

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

6. Indemnification and Insurance. Licensee shall defend, indemnify and hold harmless the City, its officers, agents, employees, successors and assigns from any and all claims, losses, costs, damages, expenses and liabilities, including reasonable attorneys' fees, for or from loss of life or damage or injury to any person or property of any person or entity, including, without limitation, the agents, officers, employees, invitees and licensees of the City, arising out of, connected with or incidental to, either directly or indirectly, Licensee's negligent use of, construction on, or maintenance of the Licensed Property during the term of this License by Licensee, its employees, agents, contractors and subcontractors, licensees or invitees or the exercise by Licensee of any of its rights or the performance by Licensee of any of its obligations. Licensee shall not interfere with or damage existing utility facilities or City infrastructure, on, off, under, or near the Licensed Property, and shall indemnify and reimburse the City for any damages, costs, expenses or liabilities resulting from Licensee's damage or interference therewith. The indemnity obligation contained in this Section shall survive the expiration or earlier termination of this License. In no event, however, shall the foregoing agreement to defend, indemnify and hold harmless the City be deemed to extend to any liability for any environmental condition of the Licensed Property.

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

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

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

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

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

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

7.1. Upon the occurrence of any of items (a) through (b) of Section 7, the City may, at its option, exercise any one or more of the following rights and remedies:

- a. deny access to the Licensed Property; or
- b. terminate this License Agreement; or
- c. exercise any and all additional rights and remedies that the City may have at law or in equity.

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

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

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

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

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

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

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

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

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

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

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

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

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

To the City of Alvin:

City Manager
216 W. Sealy
Alvin, Texas 77511

To the Licensee:

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

Contact Person:
Phone:

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

CITY OF ALVIN

By: _____
Junru Roland, City Manager

Date: _____

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

Signature: _____

Title: _____, Alvin Sunrise Rotary Foundation

Print Name: _____

Date: _____

Attachment: Exhibit A [map]