City of Alvin, Texas

Paul Horn, Mayor

Brad Richards, Mayor Pro-tem, At Large Pos. 1
Chris Sanger, At Large Pos. 2
Scott Reed, District A
Adam Arendell, District B

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

ALVIN CITY COUNCIL AGENDA
THURSDAY AUGUST 3 2017
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 Clerk'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 and west entrances to City Hall.

NOTICE is hereby given of a Regular Meeting and Executive Session of the City Council of the City of Alvin, Texas, to be held on **Thursday, August 3, 2017** 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. PRESENTATIONS

A. Presentation of the City of Alvin Municipal Court Fines and Delinquent Tax Collections Report by Mike Darlow of Perdue Brandon Fielder Collings and Moffit, LLP.

B. Thoroughfare Plan Update.

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

A. Approve minutes of the July 20, 2017 City Council workshop.

B. Approve minutes of the July 20, 2017 City Council regular meeting.

C. Consider Ordinance 17-O, an ordinance granting to Texas New Mexico Power Company, its successors and assigns, the non-exclusive right to use and occupy rights-of-way within the City of Alvin for the construction and operation of an electric transmission and distribution system; prescribing conditions governing the use of the public rights-of-way; providing for compensation therefore; providing for an effective date and a term of said franchise for ten (10) years; providing for written acceptance of this franchise; finding that the meeting at which this ordinance is passed is open to the public; and providing for severability – 2nd reading.

D. Consider a final plat of Leal Land Subdivision (2273 County Road 284), a subdivision of 1 acre in the H. T. & B.R.R. Company Survey, A-474, also being a partial replat of lot 28

of the J.A. Labatt Subdivision, Section 18, recorded in volume 6, page 340 of the Deed Records of Brazoria County, Texas.

E. Consider a final plat of Sunset Ranch Section 1 (1185 Heights Road), being a subdivision of 15.276 acres of land, being a replat of lots 22 and 29 of the map of Section 23 Hooper and Wade Survey volume 49, page 161, B.C.D.R. and volume 1, page 10, B.C.M.R. situated in the Hooper and Wade Survey, Abstract 420, Brazoria County, Texas.

F. Consider a final plat of Southern Colony Section 3B (located along the east side of FM 521 north of Juliff-Manvel Road), being a subdivision of 25.710 acres of land situated in the William Hall League, Abstract 31, Fort Bend County, Texas, being a replat of lots 18 and 19, T.W. & J.W.B. House Subdivision, a subdivision recorded in volume 7, page 301 Deed Records of Fort Bend County, Texas; and also being a partial replat of Reserve "J" of Southern Colony Section 1, a subdivision recorded in plat no. 20050137, Fort Bend County Plat Records.

G. Consider a final plat of Tri County Storage (2228 FM 528), a plat of 9.91 acres, being a called 2.004-acre tract, a called 2.169-acre tract, and a called 5.738-acre tract of land, situated in the Hooper and Wade Survey, Abstract 421, Brazoria County, Texas, located in the City of Alvin.

H. Consider a final plat of Ruben Adame Park (801 Shaw Street), being a replat of block 14 of Morgan's Addition to the City of Alvin according to the plat as recorded in volume 1, page 16 Deed Records, Brazoria County, Texas, located in the City of Alvin.

I. Consider a final plat of Talmadge Park (southwest corner of Talmadge Street and Sixth Street), being a replat of block 45 of Easton's Addition to the City of Alvin according to the plat as recorded in volume 32, page 26, Deed Records, Brazoria County, Texas, located in the City of Alvin.

J. Consider a final plat of Newman Park (1200 Newman Street), being a replat of 4.95 acres, being part of block 85 of Easton's Addition to the City of Alvin, Brazoria County, Texas, and a tract of land out of lot 18 of the subdivision of section 23, Hooper and Wade Survey, Abstract 420, Brazoria County, Texas, located in the City of Alvin.

K. Consider bid award to GMJ Paving Company, LLC. for the 2017 Asphalt Pavement Project in an amount not to exceed $532,807.94; and authorize the City Manager to sign the contract upon legal review.

6. OTHER BUSINESS:

Council may approve, discuss, refer, or postpone items under Other Business.

A. Consider the Release and Compromise Settlement Agreement regarding the disannexation of tracts of land along County Road 133 a/k/a Moore Road; and authorize the Mayor to sign.

B. Consider Resolution 17-R-20 commencing disannexation proceedings for 76.519 acres, more or less; setting a disannexation schedule and providing for related matters.

C. Discuss and take a record vote to propose a tax rate of $0.7880 per $100 of assessed valuation, which is a tax increase of 4.54% above the effective tax rate, to be adopted at a future meeting.

D. Consider setting two (2) public hearings concerning the proposed tax rate on Thursday, August 17, 2017 at 7:00 p.m. and Thursday, September 7, 2017 at 7:00 p.m. in the City Council Chambers, City Hall, 2016 West Sealy, Alvin, Texas.

E. Consider the appointment of members to the Hotel Occupancy Tax Committee.

F. Consider an appointment to fill an unexpired term on the Building Board of Adjustments and Appeals. (amended 7/31/17 @ 4:45 p.m. – added item)

G. Consider waiving the requirement in Chapter 2 Article II Section 2-21 of the Code of Ordinances that requires City Council to hold two (2) regular meetings each month, cancelling the regular City Council meeting scheduled for October 5, 2017 for members of City Council and staff to attend the Texas Municipal League Conference in Houston, Texas.

7. REPORTS FROM CITY MANAGER

A. Review preliminary list of items for next Council meeting.

8. ITEMS OF COMMUNITY INTEREST

Pursuant to 551.0145of the Texas Government Code reports or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

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

9. EXECUTIVE SESSION

A. **SECTION 551.072** of the Government Code: Deliberation regarding the purchase, exchange, lease or value of real property.

10. RECONVENE TO OPEN SESSION

A. Consider action, if any, on item regarding the purchase, exchange, lease or value or real property discussed in Executive Session.

11. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code on MONDAY, July 31, 2017 at 4:45 P.M.

(SEAL)

Dixie Roberts, City Secretary

Removal Date:_____

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

MINUTES
CITY OF ALVIN, TEXAS
CITY PLANNING COMMISSION
June 27, 2017

BE IT REMEMBERED, that on the above date, the Planning Commission met in the First Floor Conference Room, at Public Services Facility, 1100 West Highway 6, Alvin, Texas, at 6:00 P.M. with the following members present, Chris Hartman, President; Santos Garza; Charles Buckelew; Robin Revak-Golden; Darrell Dailey and Randy Reed. Also present were staff members Michelle Segovia, City Engineer and Shana Church, Administrative Assistant. Absent were Nicole Kelinske, Martin Vela, Sussie Sutton, and Jake Starkey.

1. Call To Order.
Call to order at 6:00 P.M.

2. Petition and Requests from the Public.
There were no petitions or requests from the public.

3. Nominate and appoint a Vice Chair.
Member Reed motioned to table the nomination of Vice Chair until the July Planning Commission meeting. Seconded by Member Buckelew, the motion carried on a vote of 6 ayes and 0 nays.

4. Approve the Minutes of the Planning Commission meeting of May 16, 2017. Commission Member Randy Reed motioned to approve the minutes of the regular Planning Commission meeting of May 16, 2017. Seconded by Santos Garza, the motion carried on a vote of 6 ayes and 0 nays.

5. Consider a Final Plat of Alvin-Manvel Area Chamber of Commerce, being a replat of lots 10, 11, 12, block 13 (105 W. Willis St.), Alvin No. 1, a map or plat thereof recorded under volume 32, pages 4 & 5 of the plat records of Brazoria County, Texas. City Engineer recommends master preliminary plat for discussion and approval. Commission Member Reed motioned to recommend for approval to City Council. Seconded by Member Buckelew, the motion carried on a vote of 6 ayes, 0 nays.

6. Consider a Final Replat of The International Soccer Development Center, LLC, being 60.77 acres of land (1156 Fox Meadow) out of & being part of the International Soccer Development Center, LLC, a map or plat thereof recorded under county clerk's file No. 2013046655 of the official public records of Brazoria County, Texas situated in the I&G N RR Co Survey, abstract 693, City of Alvin. City Engineer recommends master preliminary plat for discussion and approval. Commission Member Garza motioned to recommend for approval to City Council. Seconded by Member Buckelew, the motion carried on a vote of 6 ayes, 0 nays.

7. Consider a Final Plat of Southern Colony Section 3A, being a subdivision of 9.783

acres (located along the east side of FM 521 north of Juliff-Manvel Road) of land situated in the William Hall League, abstract 31, Fort Bend County, Texas, being a replat of lots 13 and 18, T.W. & J.W.B. house subdivision, a subdivision recorded in volume 7, page 301 deed records, of Fort Bend County, Texas. City Engineer recommends final plat for discussion and approval. Commission Member Reed motioned to recommend for approval to City Council. Seconded by Member Buckelew, the motion carried on a vote of 6 ayes, 0 nays.

8. Items of Community Interest.
Charles Buckelew mentioned the grass is high at 1401 Bayou and requested street repair on Briargrove. Darrell Dailey asked if JSC came to the city before taking down the trees. Michelle Segovia stated the Tree Ordinance wasn't in place when they submitted plans. Darrell Dailey also mentioned there is a pot hole at the corner of Adoue and S. Hill. Robin Revak-Golden asked who to contact regarding the community garden. Randy Reed asked what is going in at Durant and South St. Michelle Segovia stated a detention pond. She also stated the contract to complete the construction of the Kost Detention Pond begins July 5 and is a 75 calendar day project. Council will have a workshop to discuss beautification of the pond. Chris Hartman complimented the city on the progress at 1900 Rosharon Rd.

9. Staff report and update.
There was no staff report or update.

10. Items for the next meeting.
Michelle Segovia, City Engineer stated planning commission may see a final plat of Southern Colony section 3B, a final plat of Stonewall Subdivision, and the first of plats for different city parks.

11. Adjournment.
Commission Member Buckelew motioned to adjourn the meeting, seconded by Member Garza. The motion carried on a vote of 6 ayes. The meeting ended at 6:42 p.m.

City of Alvin
City Council Meeting

Public Comment Card

(Please Print Clearly)

NAME (required): Dick Tyson

RESIDENT AND/OR BUSINESS OWNER IN THE CITY OF ALVIN ☒ YES ☐ NO

PHONE #: 832.829-7500

EMAIL: RT.Alvin@gmail.com

I wish to speak on the following:

Agenda items A Settlement Agreement
B DE " 17RA 76.519 rate
C TAX Rate Setting
D Public Hearing on TAX Rate
10 - Purchase exchange or lease
and all associated agenda items

Time is limited to three (3) minutes per person.

Please place this card at the City Clerk's place on the dais in the City Council Chamber prior to the beginning of the meeting.

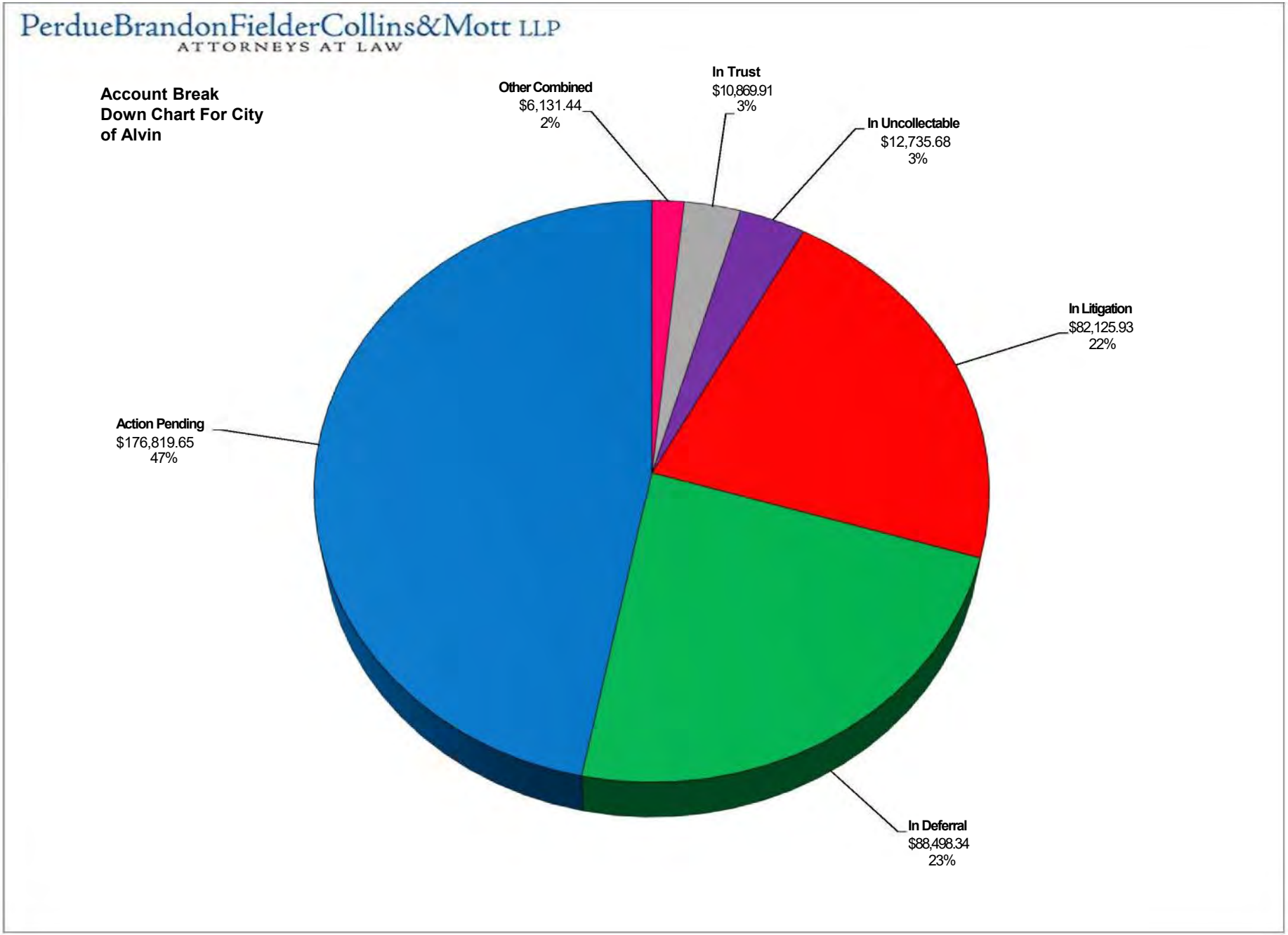
PerdueBrandonFielderCollins&Mott LLP
ATTORNEYS AT LAW

Collection Report to the City of Alvin

August 2017

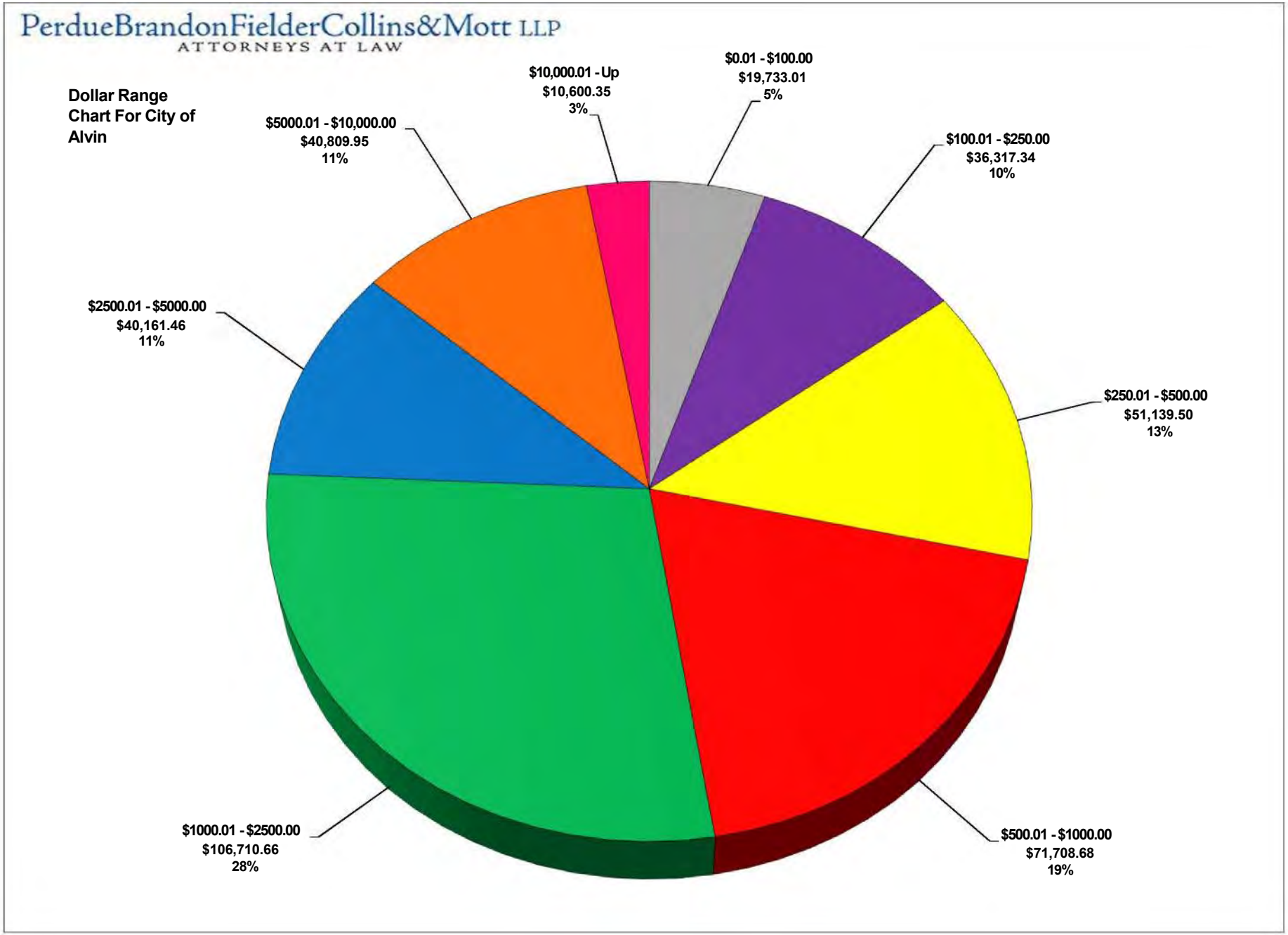
Submitted by: Michael J. Darlow
1235 North Loop West * Suite 600 * Houston * Texas * 77008 * (713) 862-1860
www.pbfcm.com

PerdueBrandonFielderCollins&Mott LLP
ATTORNEYS AT LAW



As Of 7/14/2017 Total Base Tax: $377,180.95

PerdueBrandonFielderCollins&Mott LLP
ATTORNEYS AT LAW

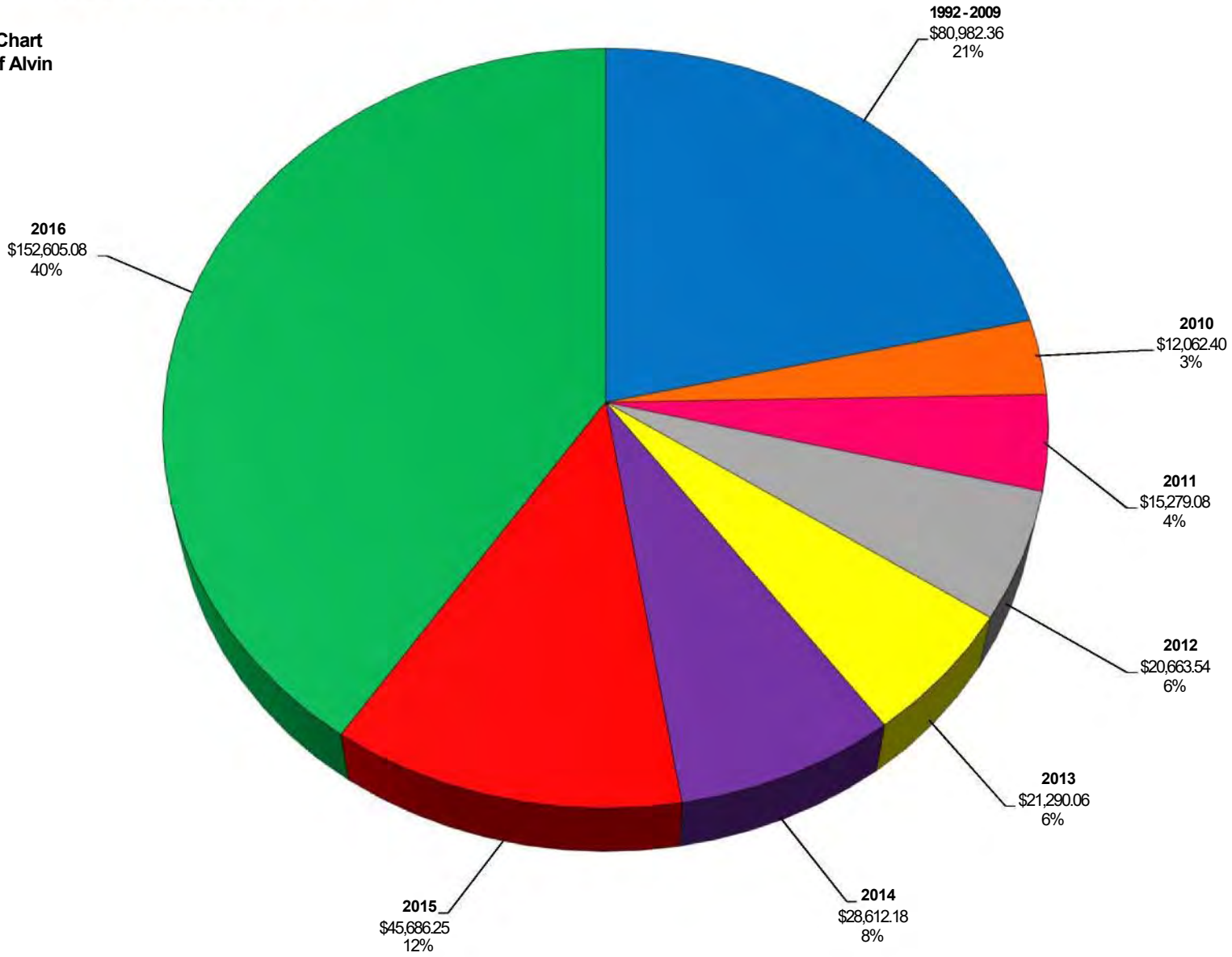


As Of 7/14/2017

Total Base Tax: $377,180.95

PerdueBrandonFielderCollins&Mott LLP
ATTORNEYS AT LAW

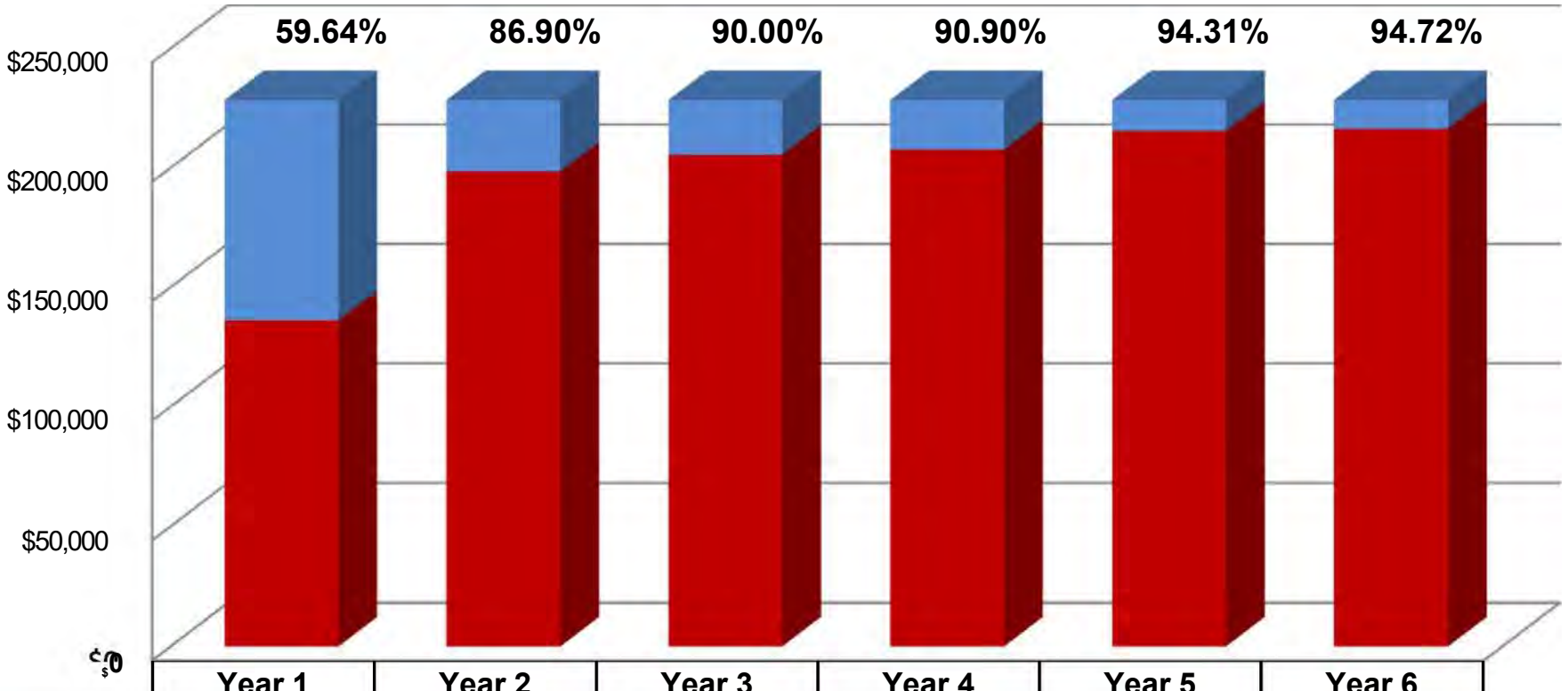
Tax Year Chart
For City of Alvin



As Of 7/14/2017 Total Base Tax: $377,180.95

PerdueBrandonFielderCollins&Mott LLP
ATTORNEYS AT LAW

City of Alvin
2010 Percentage of Collection



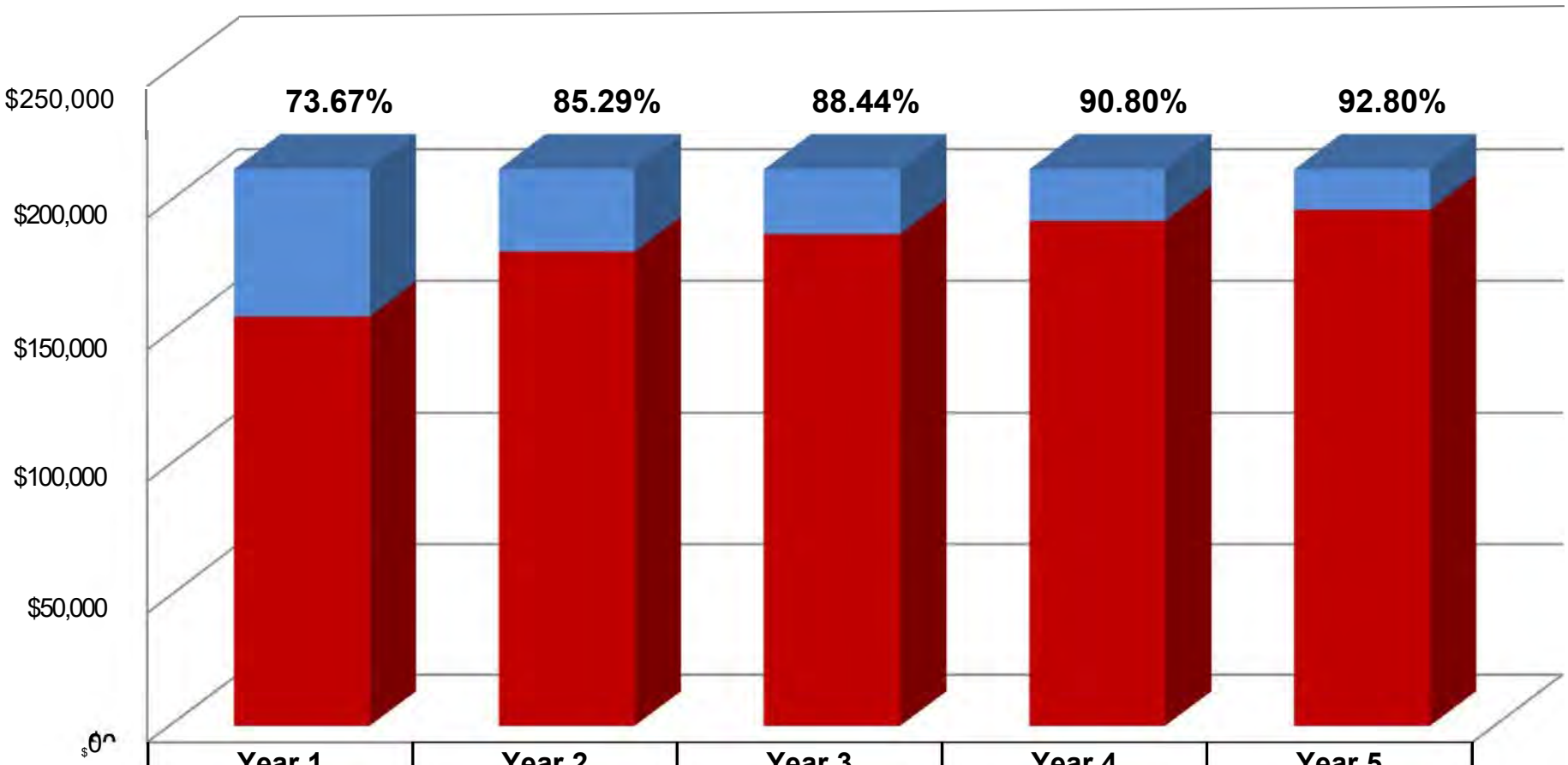
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Remaining	$92,199	$29,922	$22,835	$20,792	$12,995	$12,062
Collected	$136,234	$198,511	$205,598	$207,641	$215,438	$216,370

7/1 -6/30 for each year

Initial Outstanding Base Tax $228,433

PerdueBrandonFielderCollins&Mott LLP
ATTORNEYS AT LAW

City of Alvin
2011 Percentage of Collection



	Year 1	Year 2	Year 3	Year 4	Year 5
Remaining	$55,836	$31,197	$24,527	$19,515	$15,279
Collected	$156,262	$180,901	$187,571	$192,583	$196,819

7/1 -6/30 for each year
Initial Outstanding Base Tax $212,098

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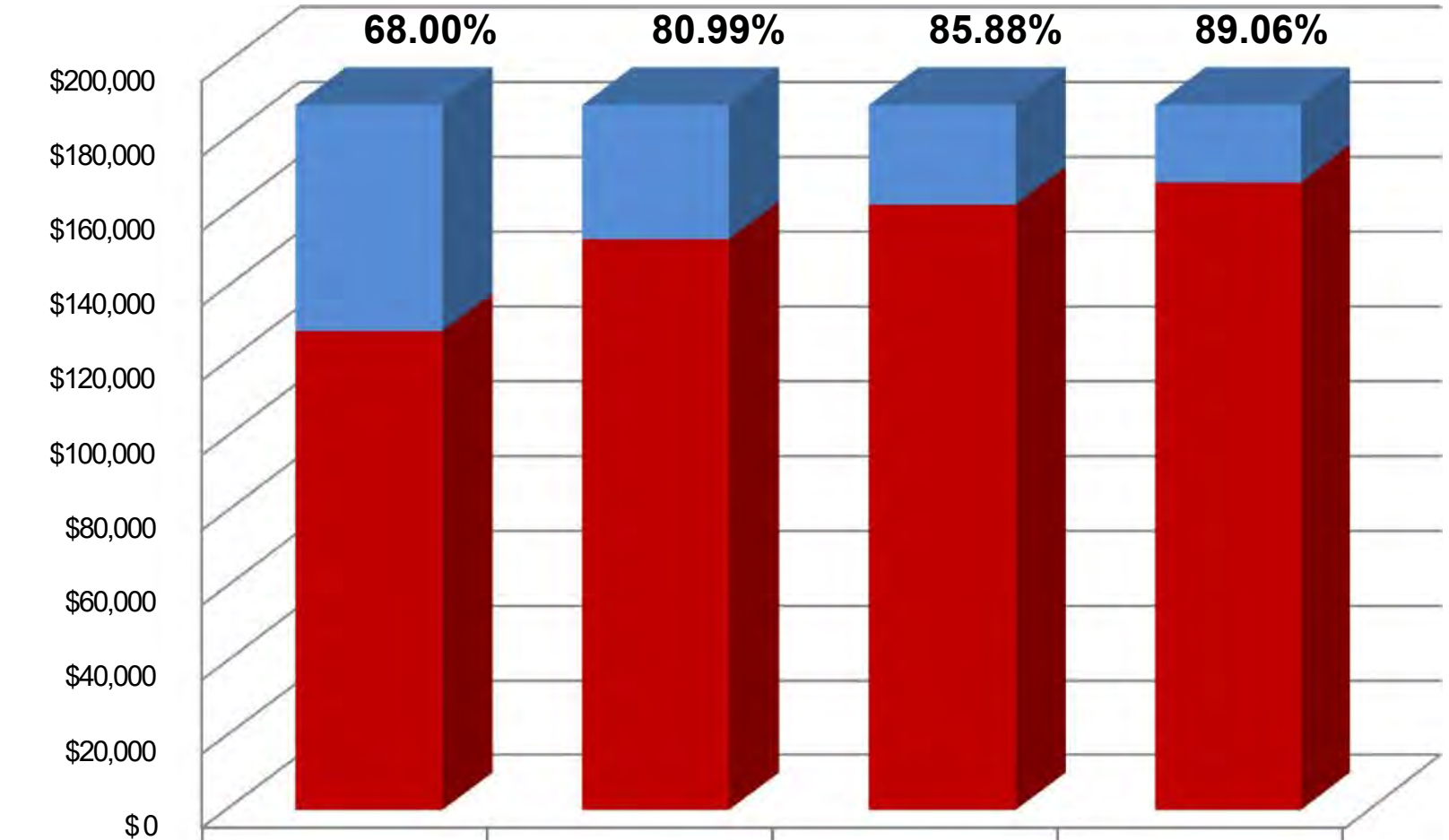
City of Alvin
2012 Percentage of Collection



	Year 1	Year 2	Year 3	Year 4
Remaining	$60,414	$35,883	$26,655	$20,664
Collected	$128,383	$152,914	$162,143	$168,134

7/1 -6/30 for each year

Initial Outstanding Base Tax $188,798

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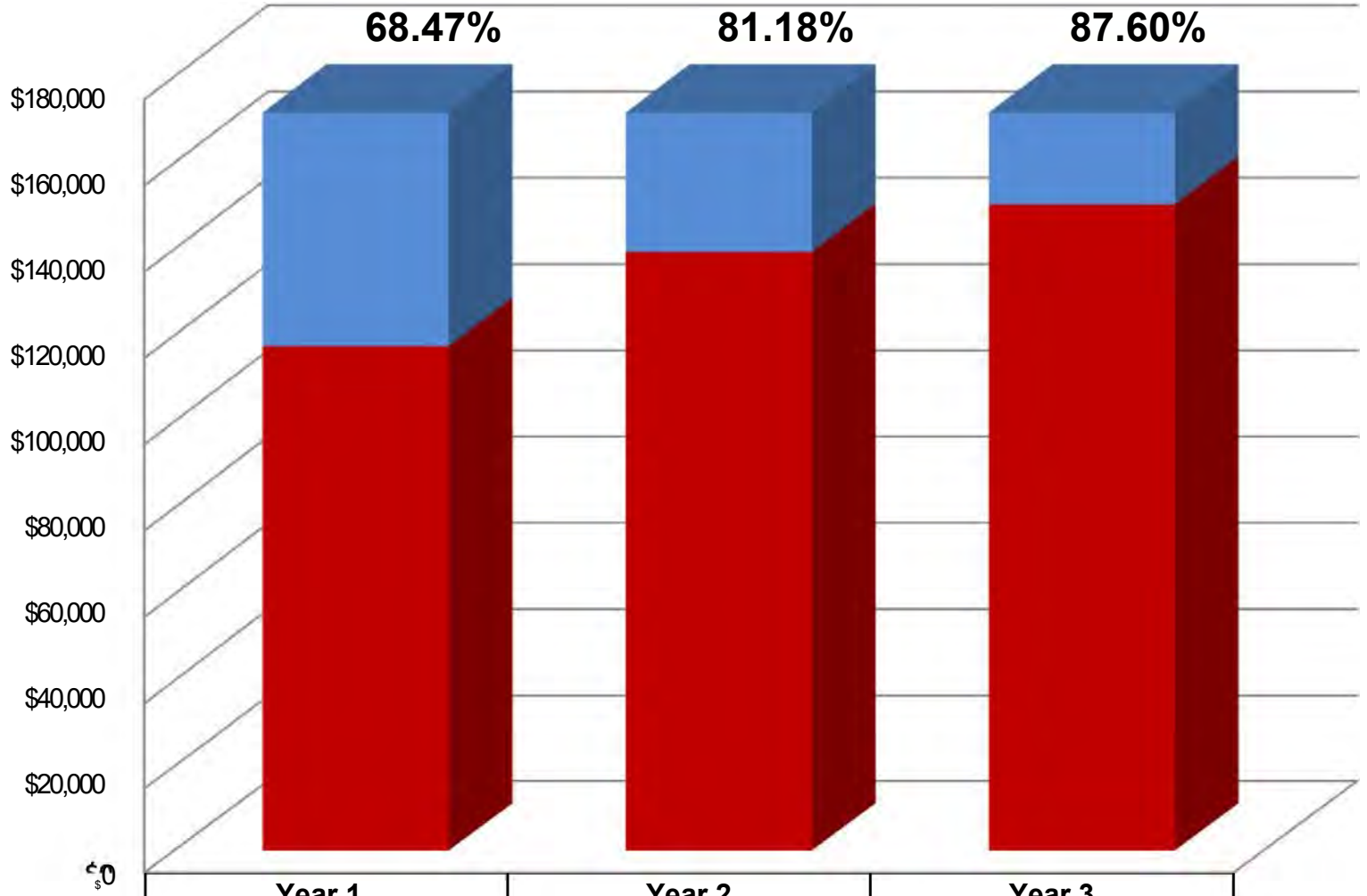
City of Alvin
2013 Percentage of Collection



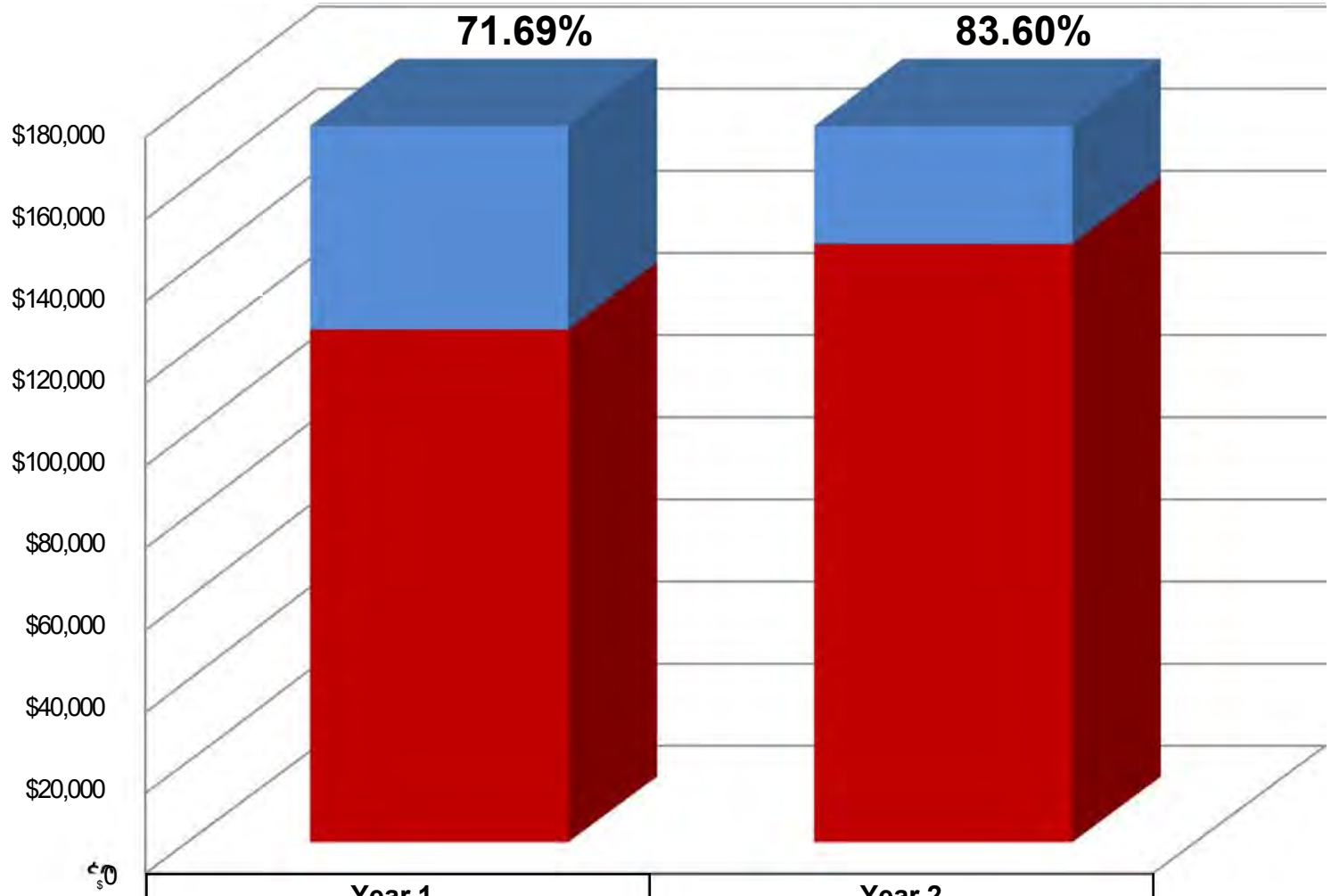
	Year 1	Year 2	Year 3
Remaining	$54,121	$32,308	$21,290
Collected	$117,542	$139,355	$150,373

7/1 -6/30 for each year

Initial Outstanding Base Tax $171,663

PerdueBrandonFielderCollins&Mott LLP
ATTORNEYS AT LAW

City of Alvin
2014 Percentage of Collection



	Year 1	Year 2
Remaining	$49,555	$28,703
Collected	$125,505	$146,357

7/1 -6/30 for each year

Initial Outstanding Base Tax $175,060

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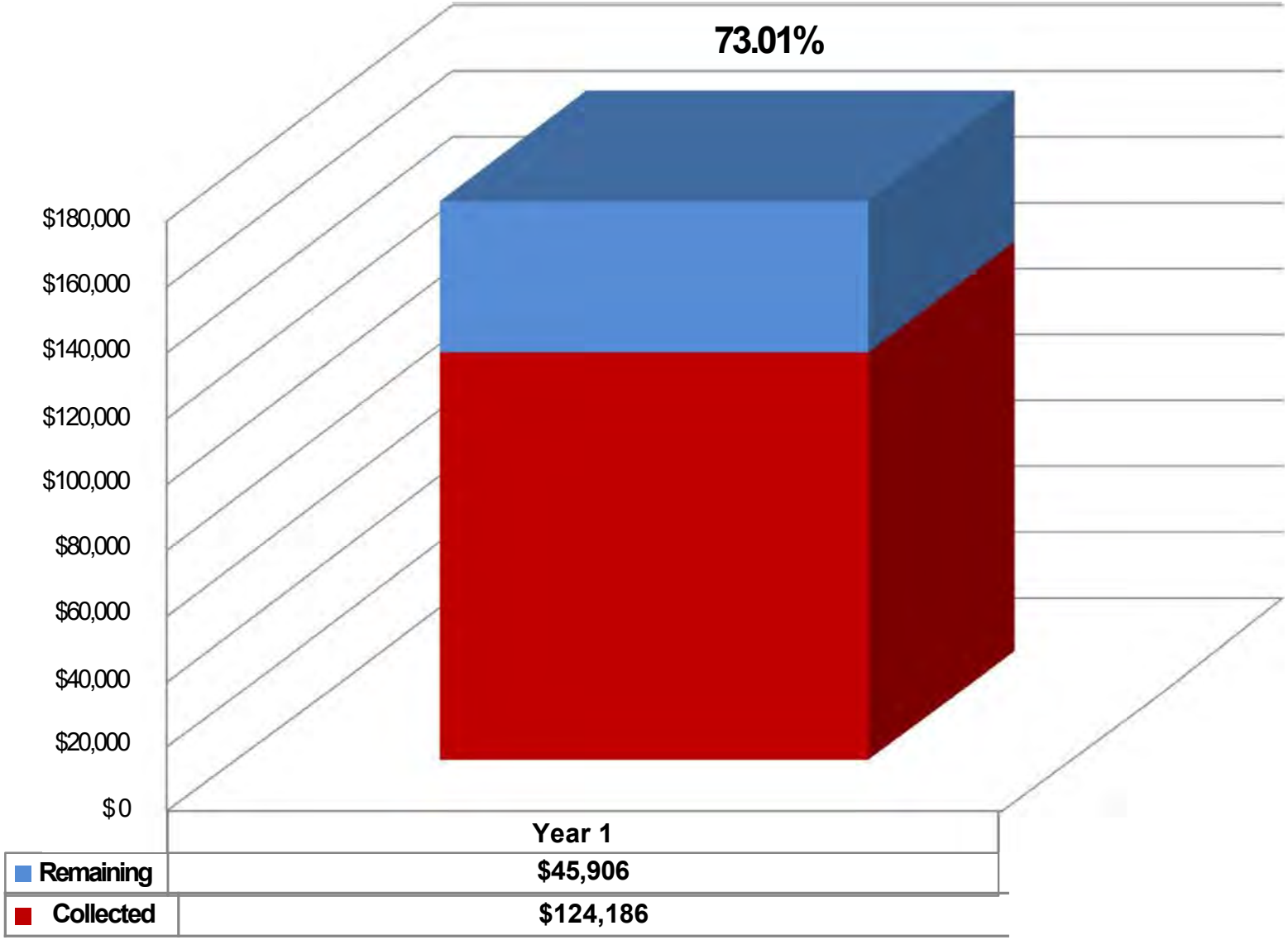
City of Alvin
2015 Percentage of Collection



7/1 -6/30 for each year

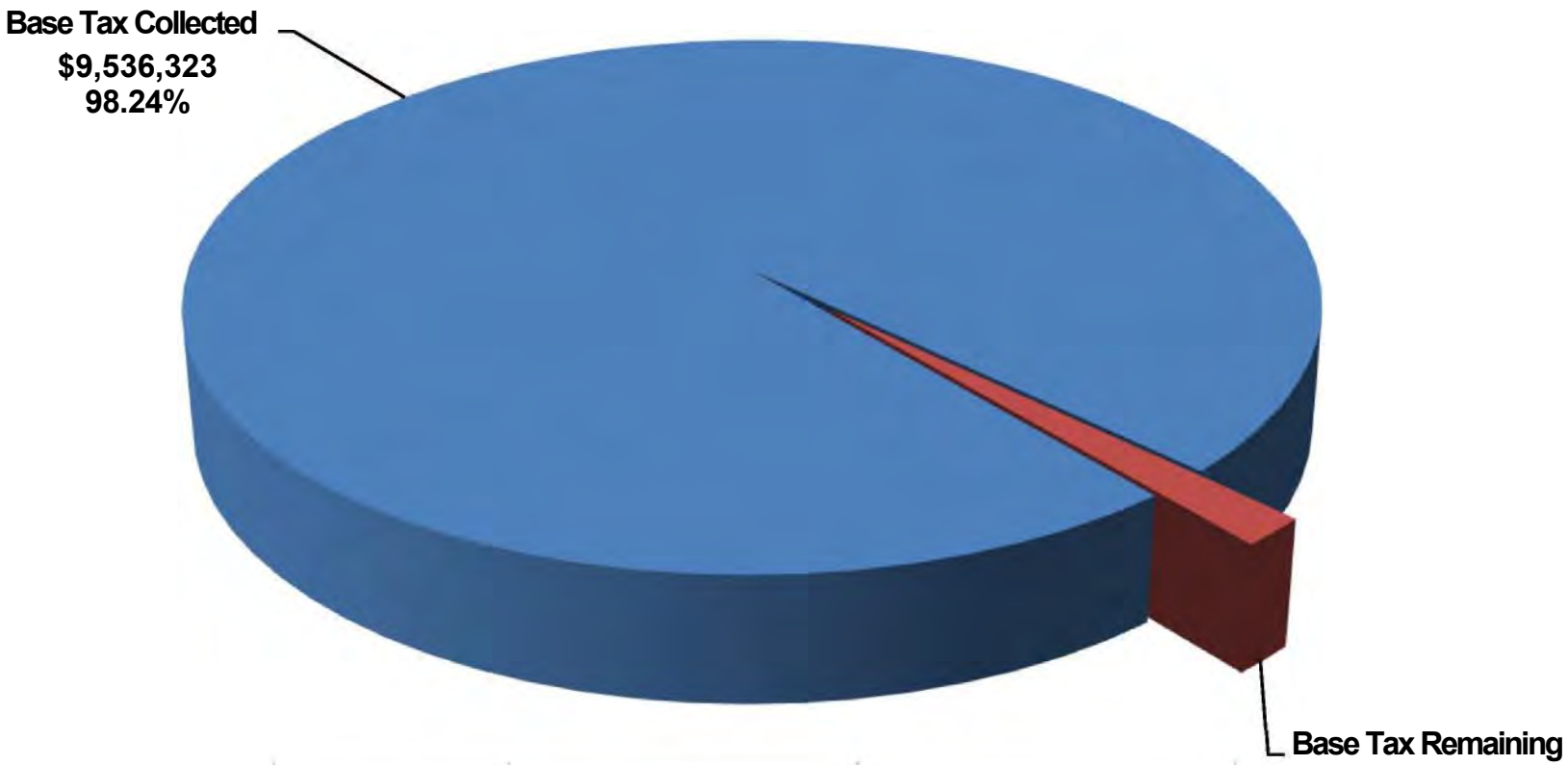
Initial Outstanding Base Tax $170,092

CITY OF ALVIN

2016 Tax Year - Tax Collections

$9,706,892 Total Levy of 2016 Base Tax*

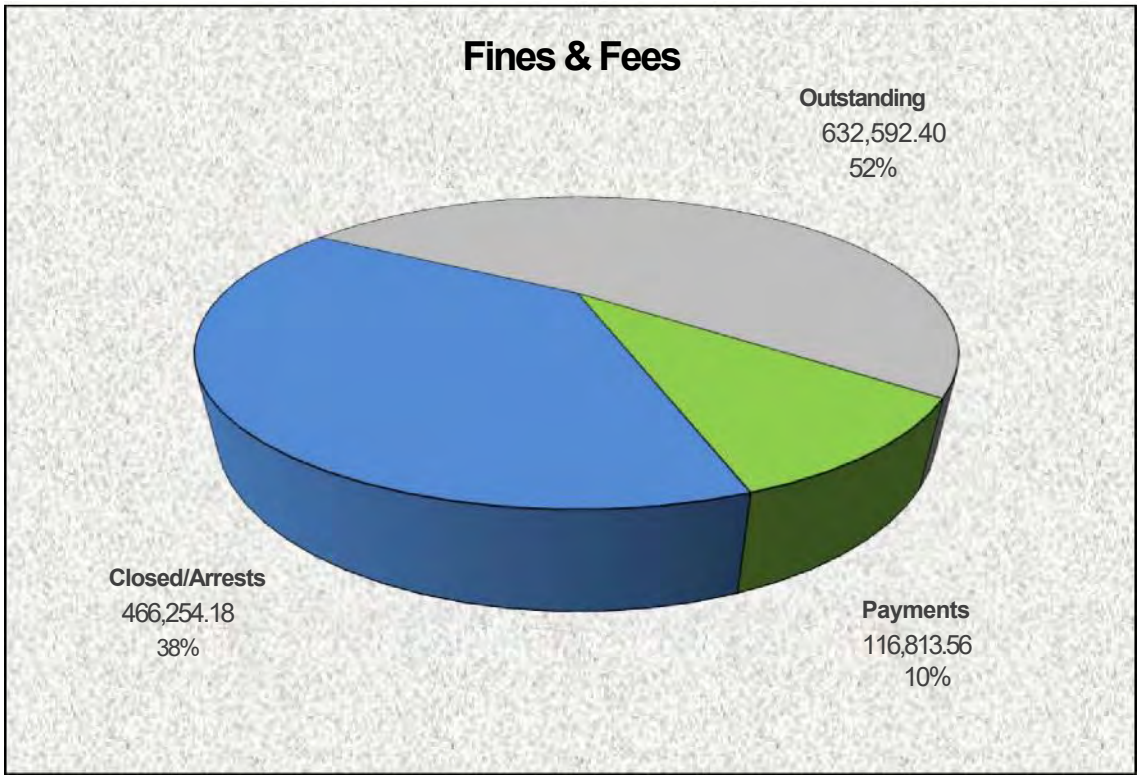
***Amounts Provided by the Brazoria County Tax Office**



Total Levy	Base Tax Collected as of June 30, 2017	Base Tax Remaining as of June 30, 2017
$9,706,892	$9,536,323	$170,568
	98.24%	1.76%

Perdue, Brandon, Fielder, Collins, & Mott L.L.P
Collection Report as of July 21, 2017
City of Alvin

Total Turnover		Payments and/or Partial Payments			Dismissed/Cleared/Arrests			Total $ % cleared	Address Correction	Letters Mailed	Phone # Changes	Phone Contacts
$	#	$	#	% of $	$	#	% of $					
1,215,660.14	3,002	116,813.56	301	9.61%	466,254.18	1,128	38.35%	47.96%	1,551	9,860	2,251	4,757



Docket Age Report Summary

For: Alvin City Fines And Fees

Year Of Offense	Offense Age In Years	Total Dollar Amount Turned Over	Total Dollar Amount Due	Total Dollar Amount Paid	Percent Paid	Total Dollar Amount Non Cash	Percent Non Cash	Total Dollar Amount Liquidated	Percent Liquidated
2017	0	$91,705.90	$76,467.30	$1,618.50	1.76%	$13,620.10	14.85%	$15,238.60	16.62%
2016	1	$397,407.48	$191,361.44	$46,818.39	11.78%	$159,227.65	40.07%	$206,046.04	51.85%
2015	2	$304,397.73	$110,997.36	$36,015.34	11.83%	$157,385.03	51.70%	$193,400.37	63.54%
2014	3	$141,906.30	$65,334.10	$18,656.30	13.15%	$57,915.90	40.81%	$76,572.20	53.96%
2013	4	$69,141.50	$42,805.20	$3,974.40	5.75%	$22,361.90	32.34%	$26,336.30	38.09%
2012	5	$37,237.63	$28,594.80	$4,746.33	12.75%	$3,896.50	10.46%	$8,642.83	23.21%
2011	6	$29,162.00	$23,344.50	$1,495.00	5.13%	$4,322.50	14.82%	$5,817.50	19.95%
2010	7	$49,750.10	$41,855.20	$1,210.30	2.43%	$6,684.60	13.44%	$7,894.90	15.87%
2009	8	$46,559.20	$11,093.20	$325.00	0.70%	$35,141.00	75.48%	$35,466.00	76.17%
2008	9	$12,198.20	$9,085.70	$842.50	6.91%	$2,270.00	18.61%	$3,112.50	25.52%
2007	10	$4,950.00	$3,301.00	$0.00	0.00%	$1,649.00	33.31%	$1,649.00	33.31%
2006	11	$7,732.50	$7,732.50	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%
2005	12	$6,980.60	$5,590.60	$0.00	0.00%	$1,390.00	19.91%	$1,390.00	19.91%
2004	13	$9,173.50	$8,816.00	$357.50	3.90%	$0.00	0.00%	$357.50	3.90%
2003	14	$7,357.50	$6,213.50	$754.00	10.25%	$390.00	5.30%	$1,144.00	15.55%
		$1,215,660.14	$632,592.40	$116,813.56	9.61%	$466,254.18	38.35%	$583,067.74	47.96%

Major Thoroughfare Plan - Phase II
Proposed Roadway Projects

PROJECT PRIORITY	ROADWAY	PRELIMINARY PROJECT COST*
Short-Term Project		
S1	Johnson Street	$4,823,000
S2	FM 528 Extension	$10,513,000
S3	Moller Road (Phase I)	$1,800,000
S4	Moller Road (Phase II)	$2,600,000
S5	Stadium Drive (Phase III)	$1,100,000
S6	Durant Street (Phase IV)	$1,700,000
S7	Durant Street (Phase V)	$1,600,000
Medium-Term Project		
M1	Grand Parkway Segment B	$100,000,000
M2	Adoue Street	$13,072,000
M3	Kost Road	$6,745,000
M4	South Street	$6,715,000
M5	Victory Lane Extension (Phase I)	$17,572,000
M6	Dickinson Road	$5,478,000
M7	Second Street	$6,485,000
M8	Johnson Street	$5,327,000
M9	Sealy Street	$4,066,000
M10	FM 517	$3,385,000
M11	FM 517	$9,769,000
Long-Term Project		
L1	Victory Lane Extension (Phase II)	$41,321,000
L2	Davis Bend Road Extension (Phase I)	$7,347,000
L3	Rowan Burton Drive	$6,166,000
L4	Davis Bend Road Extension (Phase II)	$9,979,000
L5	Steele Road	$4,945,000
L6	Mustang Road	$8,185,000
L7	Pearson Road	$1,570,000
L8	Callaway Drive	$3,238,000
L9	Clifford Street	$8,086,000

* Based on TxDOT's "Total Cost / Mile" criteria in year 2016; Does not include utilities, ROW, or environmental services. Includes preliminary cost for installation of RR infrastructure

0 3,000 6,000 Feet

Legend

- Short Term Project Exist. Roadway
- Short Term Project Prop. Roadway
- Medium Term Project Exist. Roadway
- Medium Term Project Prop. Roadway
- Long Term Project Exist. Roadway
- Long Term Project Prop. Roadway
- Existing Roadway
- Railroad
- County Line
- City Limit
- ETJ

RPS klotz associates

1 Grand Parkway
1 Victory Lane Ext. Phase II
2 Davis Bend Rd Ext. (Phase I)
2 Davis Bend Rd Ext. (Phase II)
2 FM 528 Ext.
2 Adoue Street
3 Kost Drive
3 Moller (Phase I)
3 Rowan Burton Drive
4 Davis Bend Rd Ext. (Phase II)
4 Moller (Phase II)
4 South Street
5 Victory Ln Ext. (Phase I)
5 Stadium Drive (Phase III)
5 Steele Road
6 Dickinson Rd
6 Durant Street (Phase IV)
6 Mustang Road
7 Durant Street (Phase V)
7 Second St
8 Callaway Drive
8 Johnson St
9 Clifford St
9 Sealy Street
11 FM 517

July 27, 2017

Major Thoroughfare Plan - Phase II
Proposed Short Term Roadway Projects

PROJECT PRIORITY	ROADWAY	PRELIMINARY PROJECT COST*
Short-Term Project		
S1	Johnson Street	$4,823,000
S2	FM 528 Extension	$10,513,000
S3	Moller Road (Phase I)	$1,800,000
S4	Moller Road (Phase II)	$2,600,000
S5	Stadium Drive (Phase III)	$1,100,000
S6	Durant Street (Phase IV)	$1,700,000
S7	Durant Street (Phase V)	$1,600,000

* Based on TxDOT's "Total Cost / Mile" criteria in year 2016; Does not include utilities, ROW, or environmental services. Includes preliminary cost for installation of RR infrastructure

N W E S

0 3,000 6,000 Feet

Legend

- Short Term Project Exist. Roadway
- Short Term Project Prop. Roadway
- Existing Roadway
- Railroad
- County Line
- City Limit
- ETJ

RPS klotz associates

2 FM 528 Ext.

5 Stadium Drive (Phase III)

4 Moller (Phase II)

7 Durant Street (Phase V)

6 Durant Street (Phase IV)

3 Moller (Phase I)

1 Johnson Street

July 27, 2017

Major Thoroughfare Plan - Phase II
Proposed Medium Term Roadway Projects

PROJECT PRIORITY	ROADWAY	PRELIMINARY PROJECT COST*
Medium-Term Project		
M1	Grand Parkway Segment B	$100,000,000
M2	Adoue Street	$13,072,000
M3	Kost Road	$6,745,000
M4	South Street	$6,715,000
M5	Victory Lane Extension (Phase I)	$17,572,000
M6	Dickinson Road	$5,478,000
M7	Second Street	$6,485,000
M8	Johnson Street	$5,327,000
M9	Sealy Street	$4,066,000
M10	FM 517	$3,385,000
M11	FM 517	$9,769,000

* Based on TxDOT's "Total Cost / Mile" criteria in year 2016; Does not include utilities, ROW, or environmental services. Includes preliminary cost for installation of RR infrastructure

N W E S

0 3,000 6,000 Feet

Legend

- Medium Term Project Exist. Roadway
- Medium Term Project Prop. Roadway
- Existing Roadway
- Railroad
- County Line
- City Limit
- ETJ

RPS klotz associates

1 Grand Parkway
2 Adoue Street
3 Kost Drive
4 South Street
5 Victory Ln Ext. (Phase I)
6 Dickinson Rd
7 Second St
8 Johnson St
9 Sealy Street
10 FM 517
11 FM 517

July 27, 2017

Major Thoroughfare Plan - Phase II
Proposed Long Term Roadway Projects

PROJECT PRIORITY	ROADWAY	PRELIMINARY PROJECT COST*
Long-Term Project		
L1	Victory Lane Extension (Phase II)	$41,321,000
L2	Davis Bend Road Extension (Phase I)	$7,347,000
L3	Rowan Burton Drive	$6,166,000
L4	Davis Bend Road Extension (Phase II)	$9,979,000
L5	Steele Road	$4,945,000
L6	Mustang Road	$8,185,000
L7	Pearson Road	$1,570,000
L8	Callaway Drive	$3,238,000
L9	Clifford Street	$8,086,000

* Based on TxDOT's "Total Cost / Mile" criteria in year 2016; Does not include utilities, ROW, or environmental services. Includes preliminary cost for installation of RR infrastructure

N W E S

0 3,000 6,000 Feet

Legend

- Long Term Project Exist. Roadway
- Long Term Project Prop. Roadway
- Existing Roadway
- Railroad
- County Line
- City Limit
- ETJ

RPS klotz associates

1 Victory Lane Ext. Phase II

2 Davis Bend Rd Ext. (Phase I)

3 Rowan Burton Drive

4 Davis Bend Rd Ext. (Phase II)

5 Steele Road

6 Mustang Road

7 Pearson Road

8 Callaway Drive

9 Clifford St

July 27, 2017

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP MEETING
THURSDAY, JULY 20, 2017
6:00 P.M

CALL TO ORDER

Be IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Workshop Session at 6:00 p.m. in the first-floor conference room at City Hall, with the following members present: Mayor Paul A. Horn, Mayor Pro-Tem Brad Richards; Council members Gabe Adame, Adam Arendell, Chris Sanger, Glenn Starkey, and Keith Thompson.

Staff members present: Sereniah Breland, City Manager; Suzanne Hanneman, Interim City Attorney; Junru Roland, Assistant City Manager/CFO; Dixie Roberts, City Secretary; Dan Kelinske, Director of Parks & Recreation; and Larry Buehler, Director of Economic Development.

Chris Vandergrift, Disc Golf Pro was in attendance.

WORKSHOP ITEM

Discuss proposed disc golf course.

Dan Kelinske stated that the placement of a disc golf course is part of the 2017 Parks Master Plan update. A 12 person focus group (6 Alvin residents/6 non-residents) was created to evaluate the possibility of the placement of a disc golf course within the City. There were 72 individuals that came out to play the temporary disc golf course assembled at National Oak, Marina, and Briscoe Park's. An online survey was also taken which collected 48 responses. The survey asked what features are a must for a good disc golf course (ranked highest to lowest) 47 of 48 responded: multiple obstacles (79%), signage (72%), long runs (62%), location (62%), lighting (57%), shade (55%), parking (53%) and water features (21%). The focus group unanimously agreed that the Briscoe/ACC area would be most conducive for the placement of a disc golf course because there is more space, makes for a more challenging course, no hazards to lose discs, and less pedestrian interference.

Council discussed the possible use of Alvin Community College (ACC) land next to Briscoe Park. Members of Council stated that ACC has an expanded use development scheduled for this piece of property in the near future and felt that this property should not be considered as part of the location for a disc golf course. Council discussed the potential use of a portion of the approximate 40 acres of land owned by the City near the YMCA. It was mentioned that if the course was built as a Pro Disc Golf Association course, it would have the potential to bring in out of town guests and hotel occupancy tax fund money could be used to help build the course.

The next steps would be to check mitigation and gather information on the property owned by the City. Once a location is approved by Council, then obtain a course design, recruit sponsorships, and then construction.

ADJOURNMENT

Mayor Horn adjourned the meeting at 6:35 p.m.

PASSED and APPROVED this _____ day of _____, 2017.

_____
Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL
REGULAR MEETING
THURSDAY, JULY 20, 2017
7:00 P.M.

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular Session at 7:01 P.M. in the Council Chambers at City Hall, with the following members present: Mayor Paul A. Horn, Mayor Pro-Tem Brad Richards; Council members: Gabe Adame, Adam Arendell, Chris Sanger, Glenn Starkey, and Keith Thompson.

Staff members present: Sereniah Breland, City Manager; Suzanne Hanneman, Interim City Attorney; Junru Roland, Assistant City Manager/CFO; Dixie Roberts, City Secretary; Dan Kelinske, Parks & Recreation Director, and Alexandra Aggor, Interim CVB Director.

INVOCATION AND PLEDGE OF ALLEGIANCE

Council member Adame gave the invocation.

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

Council member Sanger led the Pledge to the Texas Flag.

PUBLIC COMMENT

There were no public comments.

CONSENT AGENDA

A. Approve minutes of the July 6, 2017 City Council workshop.

B. Approve minutes of the July 6, 2017 City Council regular meeting.

C. Consider a two-year Use Agreement with ActionS Inc. to continue to provide programs and activities for Senior citizens in the Alvin area at the Alvin Senior Center, and authorize the Mayor to sign.

ActionS, Inc., is a Community Care Team Agency of the United Way of Brazoria County and service provider for the Houston-Galveston Area Council Area Agency on Aging. For almost twenty years, ActionS INC. has utilized the Alvin Senior Center to provide support services to Alvin area senior citizens ages 60+.

Thru the ActionS program, qualified participants in the Alvin area are offered, at no charge, balanced meals, onsite recreational programming and transportation to and from the Senior Center. The ActionS program currently hosts approximately 80 qualified participants at the Alvin Senior Center Monday – Friday from 8:00 a.m. – 2:00 p.m. and provides a full-time site coordinator with driver.

Staff recommends the approval of this contract renewal.

D. Receive and acknowledge receipt of the Fiscal Year 2017 Capital Improvement Projects Report and the Comprehensive Plan Implementation Report.

Staff continues to carry out actions on budgeted projects as defined in the 2017 Capital Improvements Plan (CIP). This report is an update as to the progress of each project year to date.

Staff also continues to deliver on implementation and completion of high priority projects defined in the Comprehensive Plan 2035. This report is an update as to work completed year to date.

E. Consider the 2017-18 Agreement for Beautification Services with Keep Alvin Beautiful in the amount of $3,000 for the remaining FY17, with a one-year renewal starting FY18 in the amount of $3,000, and authorize the Mayor to sign.

Keep Alvin Beautiful ("KAB") is an organization of volunteers that work to improve the appearance of the City. They encourage the placement, planting, and/or preservation of trees, plants, flowers, shrubbery, etc. for the beautification of the City. KAB plans and coordinates the City wide cleanup(s) with Waste Connections and the City. They display over 80 flags on the Depot grounds and across Gordon Street on ten (10) different occasions throughout the year. KAB also educates and encourages the community to reduce, reuse and recycle. In the area of community awareness KAB continues the Yard & Business of the Month awards program. Homes & businesses are recognized for their efforts in beautifying and caring for the properties. This program has helped raise awareness that how it looks really does matter to the quality of life within the community.

This Agreement shall commence on the effective date of the agreement through September 30, 2017. Thereafter, the terms of this agreement shall renew on October 1, 2017 and shall end on September 30, 2018.

F. Consider Ordinance 17-O, an ordinance granting to Texas New Mexico Power Company, its successors and assigns, the non-exclusive right to use and occupy rights-of-way within the City of Alvin for the construction and operation of an electric transmission and distribution system; prescribing conditions governing the use of the public rights-of-way; providing for compensation therefore; providing for an effective date and a term of said franchise; providing for written acceptance of this franchise; finding that the meeting at which this ordinance is passed is open to the public; and providing for severability.

The City's franchise agreement with Texas New Mexico Power Company ("TNMP") expired in April 2014. Although our current franchise agreement ended several years ago, TNMP has continued to pay quarterly based on the terms of the expired agreement.

Since January 1, 2002 (the date deregulation was implemented), a city's electric franchise fee has been – with some exceptions – based on the number of kilowatt-hours that a utility delivered to customers located within the city's boundaries in 1998. The total franchise fees for 1998 were divided by the total kilowatt-hours for that year to arrive at a "per kilowatt-hour rate." TNMP calculates the City's charge to be $.0035352 per kilowatt-hour. That rate is multiplied by the current kilowatt hours used by all customers within the city to arrive at the franchise fee amount due to the city each quarter.

The statute does not provide for any escalation or updating (i.e., a resetting of the relationship between fees owed and levels of consumption to a more recent year than 1998) of franchise factors, but does provide that a city and a utility may mutually agree to a different level of compensation or a different methodology for determining franchise fee payments.

The City's Charter requires two readings of all franchise ordinances. This is the first of the two required readings. The second reading will take place on August 3, 2017. The Charter also requires this ordinance to be published in its entirety in the Alvin Sun at the expense of the franchise holder within 7 days of the first reading of the ordinance. The required ordinance readings and publication was a proposed charter change that did not pass during the May, 2017 election.

G. Consider Resolution 17-R-18, authorizing the payment of the three ($0.03) 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 25,791, the City of Alvin's shared cost will be $773.73. This is the first assessment that GCCC has done since 2013.

Council member Sanger asked to remove Item C - Consider a two-year Use Agreement with ActionS Inc. to continue to provide programs and activities for Senior citizens in the Alvin area at the Alvin Senior Center, and authorize the Mayor to sign.

Council member Adame moved to approve the consent agenda as presented excluding Item C. Seconded by Council member Arendell; motion to approve carried on a vote of 6 Ayes.

OTHER BUSINESS

Consider a two-year Use Agreement with ActionS Inc. to continue to provide programs and activities for Senior citizens in the Alvin area at the Alvin Senior Center, and authorize the Mayor to sign.

Council member Sanger asked questions relating to the agreement and whether there was a cost associated with such agreement. Mr. Kelinske stated that this agreement was at no cost to the City. ActionS is funded through Brazoria County and United Way.

Council member Sanger moved to approve a two-year Use Agreement with ActionS Inc. to continue to provide programs and activities for Senior citizens in the Alvin area at the Alvin Senior Center, and authorize the Mayor to sign. Seconded by Council member Starkey; motion to approve carried on a vote of 6 Ayes.

Receive and acknowledge receipt of the Financial and Quarterly Investment reports for June, 2017.

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

Mr. Roland gave a presentation on the financial and quarterly investment reports.

Council member Starkey moved to acknowledge receipt of the Financial and Quarterly Investment reports for June, 2017. Seconded by Council member Sanger; motion carried on a vote of 6 Ayes.

Consider an application to register the Alvin Depot as a Historical Building with the National Registry.

Authorize the city to submit an application to the National Register of Historic Places to register the Depot as a historical building worthy of preservation. Established by the National Historic Preservation Act of 1966, the National Park Service's National Register of Historic Places is part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect America's historic and archeological resources. The Alvin Depot Centre, if accepted, would be added to the National Register's gallery and database of historic places across the nation, bolstering tourism opportunities.

Mr. Tom Eisenhour, who is a historical architect with 35 years of experience in historic preservation will be working with city staff at no cost to the City to finalize the draft of the application prior to submission.

Alexandra Aggor, Interim Convention and Visitors Bureau Director spoke before City Council about this item. A brief discussion was had.

Council member Arendell moved to approve an application to register the Alvin Depot as a Historical Building with the National Registry. Seconded by Council member Adame; motion carried on a vote of 6 Ayes.

Consider Ordinance 17-N, amending Chapter 21 Subdivisions and Property Development, Section 23, Final Plat Procedures, of the Code of Ordinances, City of Alvin, Texas for the purpose of revising the required signatures for final plats, and setting forth other provisions related thereto.

At the request of the Mayor, this ordinance will amend Chapter 21-23 of the Code of Ordinances, removing the provision that all members of City Council must sign each approved final plat. The City's Code of Ordinances

currently requires more than what state statute does. Chapter 212.009 of the Local Government Code states that the only required signatures for an approved final plat is that of the governing body's presiding officer (Mayor) and the secretary (City Secretary). These signatures will serve as a representation of the final plat approval by the governing body. This amendment will allow for a more efficient process in the handling of final plats, and will help speed up the platting process.

Council member Adame moved to approve Ordinance 17-N, amending Chapter 21 Subdivisions and Property Development, Section 23, Final Plat Procedures, of the Code of Ordinances, City of Alvin, Texas for the purpose of revising the required signatures for final plats, and setting forth other provisions related thereto. Seconded by Council member Starkey; motion carried on a vote of 6 Ayes.

Consider Resolution 17-R-19, amending the maximum number of members allowed on the Hotel Occupancy Tax (HOT) Fund Committee; and setting forth other provisions related thereto.

The City of Alvin collects Hotel Occupancy Tax (HOT) from hotels, and other lodging facilities. Under state law, revenue from municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry.

On May 18, 2017, staff and council held a special workshop in which council expressed the following guidelines concerning the CVB program:

1) *The City would maintain direct oversight over the CVB program*
2) *The implementation of an application and post event report*
3) *Creation of an "independent" HOT Fund Committee*

The functions of the HOT Fund committee are to:

1) *review applications from groups or organizations applying for HOT funds*
2) *evaluate whether the event/project fits within the laws of the use for HOT funds as directed by the Texas Tax Code*
3) *make initial funding recommendation to the City Council*

On June 1, 2017, City Council established a HOT Fund committee through the adoption of Resolution 17-R-17. This resolution states that a minimum of 3 members representing the interest of the hotel industry be appointed with a maximum of seven (7) members total. The other four (4) members on the Committee are to be owners/managers of tourist attractions and/or representatives of organizations involved in allowable use categories of the HOT tax code.

On July 6, 2017, City Council appointed Dhara Bhatt, Kirti Bhakta, Olivia Finney, Joy Kompanathottathili, (hoteliers); along with Nina Froberg and Ron Mercer (tourist attraction representatives) to the HOT Fund Committee. Several representatives from area civic clubs submitted applications to serve on this Committee, but were not appointed at the time because Resolution 17-R-17 provides for a maximum of seven (7) members. Members of Council asked that a separate Resolution be brought back for Council to consider amending the maximum number of members to the Committee.

Brief discussion was had on possible appointments to the committee.

Council member Starkey moved to table this item until the next meeting. Seconded by Council member Adame; motion carried on a vote of 4 Ayes, with Council member's Sanger and Thompson voting No.

Consider the appointment of members to the Hotel Occupancy Tax Committee.

Resolutions 17-R-17 and 17-R-19 establish the creation of a Hotel Occupancy Tax (HOT) Fund Committee, terms of office and qualifications of the committee, and defines the purpose of the committee. Members of the committee will review applications from organizations applying for HOT funds and make initial funding recommendations to the City Council. City Council will make the final decision on the allocation of funds. Resolution 17-R-19 states that this committee shall have at least three (3) hotelier members, with no more than eleven (11) members total, and shall meet at least once quarterly.

HOT Fund Committee members must be a representative of the hotel industry, an owner or manager of a tourist attraction, and/or a representative of an organization involved in the allowable use categories of the tax code governing HOT funds. Hoteliers and key community groups were notified in-person and by phone.

At the July 6, 2017 City Council meeting, Council appointed Dhara Bhatt, Kirti Bhakta, Olivia Finney, Joy Kompanathottahll, Nina Froberg and Ron Mercer. Letters were sent on behalf of the Mayor notifying individuals appointed to the Committee.

Resolution (17-R-17) restricted membership to seven (7) members. Council asked that a revision to the committee be brought back in Resolution form (17-R-19), allowing for a maximum of eleven (11) members to serve on the committee.

The following citizens applied to serve on the Committee as a civic group representative: Sharon Dickerson, Dan Moore, Mark Patterson, Alice Sloan, and Roger Stuksa. Ms. Sloan was not included in the list of applicants you received at the last meeting. Her application was received on Tuesday, July 11, 2017. A detailed spreadsheet of applicant information is included in the packet.

Once the committee is finalized, staff will work with members to find a suitable date and time to hold meetings.

Council member Arendell moved to table this item until the next meeting. Seconded by Council member Richards; motion carried on a vote of 6 Ayes.

Acknowledge receipt of the proposed City of Alvin annual budget for the fiscal year 2017-2018 (FY18), receive presentation by city manager of a summary of the budget, and schedule a public hearing to receive comments from the proposed FY18 annual budget for the regular City Council meeting scheduled for Thursday, August 17, 2017 at 7:00 p.m.

Per the city charter, the City Manager between sixty (60) and ninety (90) days prior to the beginning of each fiscal year, shall submit to the city council a proposed budget, which shall provide a complete financial plan for the fiscal year. The charter also states that at the meeting of the city council at which the budget is submitted, the city council shall fix the time and place of a public hearing on the budget.

Ms. Breland presented the proposed budget and reviewed a brief summary of what is included in the FY18 proposed budget.

Council member Thompson moved to acknowledge receipt of the proposed City of Alvin annual budget for the fiscal year 2017-2018 (FY18), receive presentation by city manager of a summary of the budget, and schedule a public hearing to receive comments from the proposed FY18 annual budget for the regular City Council meeting scheduled for Thursday, August 17, 2017 at 7:00 p.m. Seconded by Council member Richards; motion carried on a vote of 6 Ayes.

REPORTS FROM CITY MANAGER

Review preliminary list of items for next Council meeting.

Ms. Breland reviewed the preliminary list for the next City Council meeting.

ITEMS OF COMMUNITY INTEREST

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

Mrs. Roberts, City Secretary, reviewed items of community interest.

Council member Thompson thanked the staff for the preparation of the proposed budget. He expressed support to the AAAC by sponsoring adoptions and invited those in attendance to the Pittie Party Event on July 21, 2017.

Council member Starkey thanked the staff for responding to the street and drainage issues that was brought to his attention by some citizens and thanked Mr. Junru Roland, CFO/ACM, for the preparation of the proposed budget. He also thanked his bride for 42 years of marriage.

Mayor Horn requested from Council if they would prefer to set a date for a budget workshop meeting or to discuss the budget in a workshop prior to regular council meetings. The Council desired to have a special meeting to discuss the budget in a workshop setting on August 8th at 6:00 p.m.

EXECUTIVE SESSION

Mayor Horn called for an executive session at 8:00 p.m. in accordance to the following:

> **SECTION 551.072** of the Government Code: Deliberation regarding the purchase, exchange, lease or value of real property.

RECONVENE TO OPEN SESSION

Mayor Horn reconvened the meeting into open session at 8:20 p.m.

Consider action, if any, on item regarding the purchase, exchange, lease or value or real property discussed in Executive Session.

No Action taken.

ADJOURNMENT

Mayor Horn adjourned the meeting at 8:20 p.m.

PASSED and APPROVED this _____ day of _____, 2017.

_____

Paul A. Horn, Mayor

ATTEST: _____

Dixie Roberts, City Secretary

Agenda Commentary

Meeting Date: 8/3/2017

Department: City Attorney **Contact:** Suzanne Hanneman, Interim City Attorney

Agenda Item: Consider Ordinance 17-O, an ordinance granting to Texas New Mexico Power Company, its successors and assigns, the non-exclusive right to use and occupy rights-of-way within the City of Alvin for the construction and operation of an electric transmission and distribution system; prescribing conditions governing the use of the public rights-of-way; providing for compensation therefore; providing for an effective date and a term of said franchise for ten (10) years; providing for written acceptance of this franchise; finding that the meeting at which this ordinance is passed is open to the public; and providing for severability – Second Reading.

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

Summary: The City's franchise agreement with Texas New Mexico Power Company ("TNMP") expired in April 2014. Although our current franchise agreement ended several years ago, TNMP has continued to pay quarterly based on the terms of the expired agreement.

Since January 1, 2002 (the date deregulation was implemented), a city's electric franchise fee has been – with some exceptions – based on the number of kilowatt-hours that a utility delivered to customers located within the city's boundaries in 1998. The total franchise fees for 1998 were divided by the total kilowatt-hours for that year to arrive at a "per kilowatt-hour rate." TNMP calculates the City's charge to be $.0035352 per kilowatt-hour. That rate is multiplied by the current kilowatt hours used by all customers within the city to arrive at the franchise fee amount due to the city each quarter.

The statute does not provide for any escalation or updating (i.e., a resetting of the relationship between fees owed and levels of consumption to a more recent year than 1998) of franchise factors, but does provide that a city and a utility may mutually agree to a different level of compensation or a different methodology for determining franchise fee payments.

The City's Charter requires two readings of all franchise ordinances. This is the second of the two required readings. The Charter also requires this ordinance to be published in its entirety in the Alvin Sun at the expense of the franchise holder within 7 days of the first reading of the ordinance, which was done on Monday, July 24, 2017. The required ordinance readings and publication was a proposed charter change that did not pass during the May, 2017 election.

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

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

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

Supporting documents attached:

- Ordinance 17-O

Recommendation: Move to approve Ordinance 17-0 granting the Texas New Mexico Power Company Franchise Agreement on second and final reading.

Reviewed by Department Head, if applicable ☐

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒

ORDINANCE NO. 17-O

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, GRANTING TO TEXAS-NEW MEXICO POWER COMPANY, ITS SUCCESSORS AND ASSIGNS, THE NON-EXCLUSIVE RIGHT TO USE AND OCCUPY RIGHTS-OF-WAY WITHIN THE CITY OF ALVIN FOR THE CONSTRUCTION AND OPERATION OF AN ELECTRIC TRANSMISSION AND DISTRIBUTION SYSTEM; PRESCRIBING CONDITIONS GOVERNING THE USE OF THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR COMPENSATION THEREFORE; PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE FOR TEN (10) YEARS; PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC; AND PROVIDING FOR SEVERABILITY.

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

SECTION 1. GRANT OF AUTHORITY. There is hereby granted to Texas-New Mexico Power Company, its successors and assigns (herein called "Company"), the right, privilege and franchise ("Franchise") to construct, extend, maintain, and operate in, along, over, under and across the present and future streets, alleys, highways, public places and public ways ("Public Rights-of- Way") of Alvin, Texas (herein called "City") an Electric Transmission and Distribution System ("System") consisting of electric power lines, with all necessary or desirable appurtenances (including underground conduits, poles, towers, wires, transmission lines and other structures, and telephone and communication lines for its own internal and non-commercial use), for the purposes of supplying electricity to and delivery of electricity in and through the City, the inhabitants thereof, and persons, firms and corporations beyond the corporate limits thereof, for the term set out in Section 11. The construction, maintenance, use, and operation of Company's System and all facilities of Company subject to the provisions of this Franchise shall be subject to all lawful police powers, rules, and regulations of the City. City and Company acknowledge and agree that the exercise and enforcement of the powers, rules, and regulations referenced in the preceding sentence may not modify, preempt, or cause TNMP to violate the terms of a tariff approved by the Public Utility Commission of Texas (the "Commission"), the Commission's rules, or the Public Utility

Regulatory Act and may not require TNMP to pay any fee or other compensation related to its use of Public Rights-of-Way pursuant to this Franchise, except for the charge provided for in Section 6.

SECTION 2. PURPOSE. The provisions set forth in this ordinance represent the terms and conditions under which Company shall construct, operate, and maintain the System within the Public Rights-of-Way of the City. In granting this Franchise, the City does not in any manner surrender or waive its regulatory or other rights and powers under and by virtue of the Constitution and statutes of the State of Texas as the same may be amended, nor any of its rights and powers under or by virtue of present or future ordinances of the City, except as may be set out herein. Not included in this Franchise are any facilities (including any equipment attached in any way to Company's facilities, whether owned by the Company or not) that provide data delivery, cable service, telephone service, and/or any other service or product not required by Company for the transmittal and delivery of electricity.

SECTION 3. OPERATION, CONSTRUCTION AND MAINTENANCE OF ELECTRIC DISTRIBUTION AND TRANSMISSION SYSTEM.

A. Company's System shall be so constructed as not to unreasonably interfere with any existing water and wastewater lines, gas lines, storm sewer lines, open drainage areas, cable, fiber optic cable, roadways, sidewalks, alleys, traffic control devices, public signs, or any other publicly owned or publicly franchised facility. Company shall promptly clean-up, repair and restore in compliance with applicable provisions of the Alvin City Code, all thoroughfares and other surfaces which it may disturb.

B. The Company shall install, maintain, construct, operate and replace its facilities in accordance with applicable city ordinances and so as to interfere as little as possible with traffic. Prior to the construction or installation of new facilities in the Public Rights-of-Way, Company shall obtain, at no cost, a permit pursuant to Section 20-34 of the City's Right-of-Way Management Ordinance. The placement of new facilities in the Public

Rights-of-Way shall be subject to the approval of the City Manager or designee. The type of facilities shall be governed by the Tariff approved for TNMP by the Public Utility Commission of Texas. In determining the location of the Company's new facilities within the City, the Company shall minimize interferences with then-existing or documented planned underground structures of the City or with the existing facilities of other users of the Public Rights-of-Way. In determining the location of the facilities of the City and other utility franchisees and other users of the Public Rights-of-Way within the City, the City shall minimize the interference with existing facilities of the Company and shall require other utility franchisees or users of the Public Rights-of-Way to minimize interference with existing facilities of the Company.

C. Company's property and operations within the Public Rights-of-Way of the City shall be subject to such reasonable rules and regulations of the City as may be authorized by applicable law from time to time for the protection of the general public. This Franchise shall in no way affect or impair the rights, obligations or remedies of the parties under the Texas Public Utility Regulatory Act, or other state or federal law. Nothing herein shall be deemed a waiver, release or relinquishment of either party's right to contest, appeal, or file suit with respect to any action or decision of the other party, including ordinances adopted by the City that Company believes is contrary to any federal, state, or local law or regulation.

D. Company shall construct its facilities in conformance with the applicable provisions of the National Electric Safety Code or such comparable standards as may be adopted, provided comparable standards are not in conflict with the National Electric Safety Code.

E. Company shall cooperate with the City by providing complete information regarding the location of current and future underground conduits, and other electrical appurtenances. Reproducible copies of maps showing the location of all Company facilities within the Public Rights-of-Way shall be furnished to the Engineering Department upon request. The maps shall be provided in electronic digital format, if available. The information required by the City under this paragraph shall be subject to the confidentiality

and proprietary protection under paragraph 7.D. herein.

F. Any and all excavations and obstructions in and upon the streets, alleys, and other public places in the City caused by the Company's operations under this Ordinance shall be repaired and removed by Company at Company's sole cost and expense within five (5) working days. All excavations shall be repaired in a good and workmanlike manner and restored to at least the condition that existed prior to the excavation. Replacement of sod is to be of like kind, smoothed, shaped, rolled and compacted for proper landscape maintenance. When Company replaces existing poles, the replaced poles will be removed once all third-party equipment attached to the replaced pole is removed by the owner of such equipment. The public shall be protected by barriers and lights placed, erected, marked and maintained by the Company in accordance with standards set forth in the current Texas Manual on Uniform Traffic Control Devices (TMUTCD), as well as any other applicable local, state and federal requirements. In the event the Company fails to repair or restore an excavation site within five (5) working days after receipt of written notice from the City of a deficiency, the City may, at its option, perform the needed repair or restoration and the Company shall promptly reimburse the City for the cost of such repair or restoration. In no instance shall Company be required to pay fees or bonds related to its use of the Public Rights-of-Way. Any restoration work performed by the Company pursuant to this subsection shall be maintained by the Company to the satisfaction of the City for a period of one (1) year from the date of completion of such restoration work.

G. The Company shall have the authority to trim trees and other natural growth overhanging any of its Electrical Distribution System so as to reasonably prevent branches from coming in contact with the Company's Electrical Distribution System. Company shall make reasonable efforts to notify customers in advance, when possible, before performing work on or adjacent to a customer's property. In power restoration efforts, the extent and scheduling of trimming shall be determined by Company. Brush debris resulting from routine trimming operations (*i.e.*, excluding outages, storm clean-up, and emergency conditions) shall be removed by Company, and removal shall be completed reasonably promptly. The Company's tree trimming shall conform to the ANSI A300 standards for tree

care operations.

SECTION 4. INDEMNITY.

A. In consideration of the granting of this Franchise, Company shall, at its sole cost and expense, indemnify and hold the City, and its past and present officers, agents, and employees (the "Indemnitees") harmless against any and all liability arising from any claim, lawsuit, or action brought or made for or on account of any death, injuries to, or damages received or sustained by any person or persons or for damage to or loss of property arising out of, or occasioned by Company's or any of its officers, agents, or employees, intentional and/or negligent acts or omissions in connection with Company's construction, maintenance and operation of Company's System in the Public Rights-of-Way, including any court costs, expenses and defenses thereof.

B. This indemnity shall only apply to the extent that the loss, damage or injury is attributable to the negligence or wrongful act or omission of the Company, its officers, agents or employees, and does not apply to the extent such loss, damage or injury is attributable to the negligence or wrongful act or omission of the City, or the City's agents, representatives or employees or any other person or entity. This provision is not intended to create a cause of action or liability for the benefit of third parties, but is solely for the benefit of the Company and the City.

C. In the event of joint and concurrent negligence or fault of both the Company and the City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity available to the City under Texas law and without waiving any of the defenses of the parties under Texas law. Further, in the event of joint and concurrent negligence or fault of both the Company and the City, responsibility for all costs of defense shall be apportioned between the City and Company based upon the comparative fault of each.

D. In fulfilling its obligations to defend and indemnify City, Company shall have the right to select defense counsel, subject to City's approval, which will not be

unreasonably withheld.

SECTION 5. NON-EXCLUSIVE FRANCHISE. The rights, privileges, and franchise granted hereby are not exclusive and nothing herein contained shall be construed to prevent the City from granting any like or similar rights, privileges and franchise to any other Person within all or any portion of the City.

SECTION 6. COMPENSATION TO THE CITY.

A. In consideration of the grant of said right, privilege and franchise by the City and as full payment for the right, privilege and franchise of using and occupying the said Public Rights-of-Way, and in lieu of any and all occupation taxes, assessments, municipal charges, fees, easement taxes, franchise taxes, license, permit and inspection fees or charges, street taxes, bonds, street or alley rentals, and all other taxes, charges, levies, fees and rentals of whatsoever kind and character which the City may impose or hereafter be authorized or empowered to levy and collect, excepting only the usual general or special ad valorem taxes which the City is authorized to levy and impose upon real and personal property, sales and use taxes, and special assessments for public improvements, Company shall pay to the City a franchise fee as set forth herein.

B. Company shall pay to the City on a quarterly basis, a charge, as authorized by Section 33.008(b) of PURA, currently the product of a factor of $0.0035352 multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries, per the quarterly schedule as follows:

Payment Due Date	**Quarter Upon Which Payment is Based**
May 15	January 1 – March 31
August 15	April 1 – June 30
November 15	July 1 – September 30
February 15	October 1 – December 31

Payments shall continue in like manner for any extension of this Franchise as provided in Section 11 hereof.

C. With each payment of compensation required by Section 6.B, Company shall furnish to the City a statement, executed by an authorized officer of Company or designee, providing the total kilowatt hours delivered by Company to each retail customer's point of delivery within the City and the amount of payment for the period covered by the payment.

D. If either party discovers that Company has failed to pay the entire or correct amount of compensation due, the correct amount shall be determined by mutual agreement between the City and Company and the City shall be paid by Company within thirty (30) calendar days of such determination. Any overpayment to the City through error or otherwise will, at the sole option of the City, either be refunded or offset against the next payment due from Company. Acceptance by the City of any payment due under this Section shall not be deemed to be a waiver by the City of any breach of this Franchise Agreement, nor shall the acceptance by the City of any such payments preclude the City from later establishing that a larger amount was actually due or from collecting any balance due to the City.

E. Interest on late payments and underpayments shall be calculated in accordance with the interest rate for customer deposits established by the Public Utility Commission of Texas in accordance with Texas Utilities Code Section 183.003, as amended, for the time period involved.

F. No taxes, fees, or other payments by Company to the City, including, but not limited to, ad valorem taxes, shall reduce the franchise fees payable to City hereunder, except as agreed to by the City in Section 6.

SECTION 7. ACCOUNTING MATTERS.

A. Company shall keep accurate records for the purpose of determining the amount due to the City under this Franchise.

B. The City may conduct an audit or other inquiry in relation to a payment made by Company. The City may, if it sees fit, upon reasonable notice to the Company, have the records of the Company examined by representatives of the City to ascertain the correctness of the reports agreed to be filed herein. Such review may be conditioned on execution of a confidentiality agreement executed by the City's representative(s), the City, or both.

C. The Company shall make available to the auditor during the Company's regular business hours and upon reasonable notice, such records associated with the franchise fee payments for the audit, and shall make no charge to the City therefore. If, as the result of any City audit, Company is refunded/credited for an overpayment or pays the City for an underpayment of the franchise fee, such refund/credit or payment shall be made pursuant to the terms established in Sections 6.D. and 6.E.

D. If the Company provides confidential or proprietary information to the City, the Company shall be solely responsible for identifying such information with markings calculated to bring the City's attention to the proprietary or confidential nature of the information. The City agrees to maintain the confidentiality of any information obtained from Company so designated to the extent allowed by law. City shall not be liable to Company for the release of any information the City is required to release by law. City shall provide notice to Company of any request for release of non-public information prior to releasing the information so as to allow Company adequate time to pursue available remedies for protection. If the City receives a request under the Texas Public Information Act that includes Company's proprietary or confidential information, City will notify the Texas Attorney General of the proprietary or confidential nature of the document(s). The City also will provide Company with a copy of this notification, and thereafter Company is responsible for establishing that an exception under the Texas Public Information Act allows the City to withhold the information.

SECTION 8. RIGHT OF RENEGOTIATION.

A. Should either Company or the City have cause to believe that a change in circumstances relating to the terms of this Franchise may exist, it may request that the other party provide it with a reasonable amount of information to assist in determining whether a change in circumstances has taken place.

B. Should either party hereto determine that based on a change in circumstances, it is in the best interest to renegotiate all or some of the provisions of this Franchise, then the other party agrees to enter into good faith negotiations. Said negotiations shall involve reasonable, diligent, and timely discussions about the pertinent issues and a resolute attempt to settle those issues. The obligation to engage in such negotiations does not obligate either party to agree to an amendment of the Franchise as a result of such negotiations. A failure to agree does not show a lack of good faith. In the event the parties fail to agree to an amendment, this Franchise will remain in full force and effect. If, as a result of renegotiation, the City and Company agree to a change in a provision of the Franchise, the change shall become effective upon passage of an ordinance by the City in accordance with the City Charter and acceptance of the amendment by Company.

SECTION 9. RELOCATION OF FACILITIES.

A. The City reserves the right to lay, and permit to be laid, storm, sewer, gas, water, wastewater and other pipe lines, cable, and conduits, or other improvements and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under a Public Rights-of-Way occupied by Company. The City also reserves the right to change in any manner any curb, sidewalk, highway, alley, public way, street, utility lines, storm sewers, drainage basins, drainage ditches, etc. Upon request by City, Company shall relocate, remove, or alter its facilities at

its expense whenever such relocation, removal, or alteration is made necessary by Public Right-of-Way or utility improvements, provided that the City shall provide Company with at least thirty (30) days' notice and shall specify a new location for such facilities along the Public Rights-of-Way.

B. When Company is required by City to remove or relocate its poles, towers, conduits, cables, and other facilities to accommodate Public Right-of-Way improvements, and Company is eligible under Federal, State, County, City or other local agencies or programs for reimbursement of costs and expenses incurred by Company as a result of such removal or relocation and such reimbursement is required to be handled through City, Company costs and expenses shall be included in any application by City for reimbursement, if Company submits its cost and expense documentation to City prior to the filing of the application. City shall provide reasonable notice to Company of the deadline for Company to submit documentation of the costs and expenses of such relocation to City.

C. If City abandons any Public Rights-of-Way in which Company has facilities, such abandonment shall be conditioned on Company's right to maintain its use of the former Public Rights-of-Way and on the obligation of the party to whom the Public Rights-of-Way is abandoned to reimburse Company for all removal or relocation expenses if Company agrees to the removal or relocation of its facilities following abandonment of the Public Rights-of-Way. If the party to whom the Public Rights-of-Way is abandoned requests the Company to remove or relocate its facilities and Company agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Rights-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

D. If the City requires the Company to adapt or conform its facilities, or in any manner to alter, relocate, or change its property to enable any other entity other than the City to use, or use with greater convenience, said Public Rights-of-Way, the Company shall not be bound to make such changes until such other entity shall have undertaken, with good and

sufficient bond, to reimburse the Company for any costs, loss, or expense which will be caused by, or arises out of such change, alteration, or relocation of Company's property or facilities.

SECTION 10. TRANSFER AND ASSIGNMENT. The rights granted by this Franchise inure to the benefit of Company and any parent, subsidiary, or affiliate providing electric distribution services as provided in this Franchise, now or hereafter existing. Upon assignment to such parent, subsidiary or affiliate, such parent, subsidiary or affiliate assumes all obligations of Company hereunder and is bound to the same extent as Company hereunder. Company shall give City written notice within ninety (90) days of assignment to a parent, subsidiary or affiliate. In the event Company intends to assign this Franchise to someone other than a parent, subsidiary or affiliate (Assignee), Company shall give City notice concurrently with notice provided to the Public Utility Commission of the sale or transfer of assets. Any such assignment shall require that said Assignee assume all obligations of Company and is bound to the same extent as Company hereunder. If, within the first ninety (90) days after assignment to someone other than a parent, subsidiary or affiliate, City shall identify a failure to comply with a material provision of this Franchise, City shall have the right to treat such failure to comply as an Uncured Event of Default and immediately implement the provisions of Section 12, including the right to terminate the Franchise.

SECTION 11. TERM. This Ordinance shall become effective upon Company's written acceptance hereof, said written acceptance to be filed by Company with the City within thirty days after final passage and approval hereof. The right, privilege and franchise granted hereby shall expire on August 3, 2027; provided that, unless written notice is given by either party hereto to the other not less than sixty (60) days before the expiration of this Franchise, it shall be automatically renewed for an additional period of six (6) months from such expiration date and shall be automatically renewed thereafter for like periods until canceled by written notice given not less than sixty (60) days before the expiration of any such renewal period.

SECTION 12. DEFAULT, REMEDIES, AND TERMINATION.

A. Events of Default. The occurrence, at any time during the term of this Franchise Agreement, of any one or more of the following events, shall constitute an Event of Default by Company under this Franchise Agreement:

1. The failure of Company to pay the franchise fee on or before the due dates specified herein.
2. Company's breach or violation of any terms, covenants, representations or warranties contained herein or Company's failure to perform any material obligation contained herein.

B. Uncured Events of Default.

1. Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to City or a third party, Company shall have thirty (30) calendar days from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 12.C.
2. Upon the occurrence of an Event of Default by Company which cannot be cured by the immediate payment of money to City or a third party, Company shall have sixty (60) calendar days (or such additional time as may be agreed to by the City) from receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies provided for in Section 12.C.
3. If the Event of Default is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle City to exercise the remedies provided for in Section 12.C.

C. Remedies. The City shall notify the Company in writing, of an alleged Uncured Event of Default as described in Section 12.B, which notice shall specify the alleged

failure with reasonable particularity. The Company shall, within thirty (30) calendar days after receipt of such notice or such longer period of time as the City may specify in such notice, either cure such alleged failure or in a written response to the City either present facts and arguments in refuting or defending such alleged failure or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. In the event that such cure is not forthcoming, City shall be entitled to exercise any and all of the following cumulative remedies:

1. The commencement of an action against Company at law for monetary damages.
2. The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions that, as a matter of equity, are specifically enforceable.
3. The termination of this Franchise.

D. Remedies Not Exclusive. The rights and remedies of City and Company set forth in this Franchise Agreement shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by City of any one or more of such remedies shall not preclude the exercise by City, at the same or different times, of any other such remedies for the same failure to cure. However, notwithstanding this Section or any other provision of this Franchise Agreement, City shall not recover both liquidated damages and actual damages for the same violation, breach, or noncompliance, either under this Section or under any other provision of this Franchise.

E. Termination. In accordance with the provisions of Section 12.C, this Franchise may be terminated upon thirty (30) business days prior written notice to Company. City shall notify Company in writing at least fifteen (15) business days in advance of the City Council meeting at which the questions of forfeiture or termination shall be considered, and Company shall have the right to appear before the City Council in person or by counsel and raise any objections or defenses Company may have that are

relevant to the proposed forfeiture or termination. The final decision of the City Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Company of the City Council's decision terminating the Franchise, the effective date of such termination shall be either when such appeal is withdrawn or a court order upholding the termination becomes final and unappealable. Until the termination becomes effective, the provisions of this Franchise shall remain in effect for all purposes.

F. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by such party waiving or relinquishing the future of any such term or provision.

SECTION 13. PUBLIC PURPOSE. All of the provisions contained in this Ordinance are hereby declared to be for a public purpose, and are in the interests of the health, safety, and welfare of the general public.

SECTION 14. SEVERABILITY. If any provision, section, subsection, sentence, clause or phrase of the Ordinance is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this Ordinance shall not be affected thereby, it being the intent of the parties in adopting this Franchise Ordinance that no provision hereof shall be inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision, or regulation, and to that end, all provisions of this Ordinance are declared to be severable.

SECTION 15. NOTICE. Any notices required or desired to be given from one party to the other party to this Ordinance shall be in writing and shall be given and shall be deemed to have been served and received if: (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent

by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

CITY
City Manager
City of Alvin
216 West Sealy Street
Alvin, Texas 77511

COMPANY
Vice President of Operations
Texas-New Mexico Power Company
577 N. Garden Ridge Boulevard
Lewisville, Texas 75067

With copy to:
Legal Department
Texas-New Mexico Power Company
577 N. Garden Ridge Boulevard
Lewisville, Texas 75067

SECTION 16. ACCEPTANCE. In order to accept this Franchise, Company must file with the City Secretary its written acceptance of this Franchise Ordinance within thirty (30) days after its final passage and approval by City. The Company shall pay the costs of publication of this Ordinance as required by Article X, Section 4 of the City of Alvin Home-Rule Charter. Payment shall be made within thirty (30) days after final passage of this Ordinance.

SECTION 17. FUTURE AMENDMENTS. This Ordinance may be amended only by the mutual written agreement of the City and the Company.

SECTION 18. ORDINANCE PASSED AT PUBLIC MEETING. It is hereby officially found that the meeting at which this Ordinance is passed is open to the public and that due notice of this meeting was posted, all as required by law.

SECTION 19. EFFECTIVE DATE. This Ordinance shall become effective upon Company's written acceptance hereof in accordance with Section 16.

SECTION 20. REPEAL. This Ordinance shall supersede any and all other franchises granted by the City to Company, its predecessors and assigns.

PASSED and APPROVED on first reading on the 20th day of July, 2017.

PASSED and APPROVED on second and final reading on the 3rd day of August, 2017.

APPROVED:

_____
Paul A. Horn, Mayor, City of Alvin

ATTEST:

_____
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

_____
Suzanne L. Hanneman
Interim City Attorney

AGENDA COMMENTARY

Meeting Date: 8/3/2017

Department: Engineering **Contact:** Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Leal Land Subdivision (2273 County Road 284), a subdivision of 1 acre in the H. T. & B.R.R. Company Survey, A-474, also being a partial replat of lot 28 of the J.A. Labatt Subdivision, Section 18, recorded in volume 6, page 340 of the Deed Records of Brazoria County, Texas.

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

Summary: On July 1, 2017, the Engineering Department received the final plat of Leal Land Subdivision for review. The property is located at 2273 County Road 284 in the City of Alvin's Extraterritorial Jurisdiction (ETJ) and is being platted for conveyance of Lot 1. This plat complies with all requirements of the City's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on July 18, 2017.

Staff recommends approval.

Funding Expected: Revenue___ Expenditure___ N/A_X_ **Budgeted Item:** Yes___ No___ N/A_X_

Funding Account:_____ **Amount:** _____ **1295 Form Required?** Yes___ No_X_

Legal Review Required: N/A_X_ Required___ **Date Completed:**_____

Supporting documents attached:

- Final Plat of Leal Land Subdivision

Recommendation: Move to approve the final plat of Leal Land Subdivision (2273 County Road 284), a subdivision of 1 acre in the H. T. & B.R.R. Company Survey, A-474, also being a partial replat of lot 28 of the J.A. Labatt Subdivision, Section 18, recorded in volume 6, page 340 of the Deed Records of Brazoria County, Texas.

Reviewed by Department Head, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒

Click here to view the Final Plat – Leal Land Subdivision

Agenda Commentary

Meeting Date: 8/3/2017

Department: Engineering **Contact:** Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Sunset Ranch Section 1 (1185 Heights Road), being a subdivision of 15.276 acres of land, being a replat of lots 22 and 29 of the map of Section 23 Hooper and Wade Survey volume 49, page 161, B.C.D.R. and volume 1, page 10, B.C.M.R. situated in the Hooper and Wade Survey, Abstract 420, Brazoria County, Texas.

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

Summary: On July 1, 2017, the Engineering Department received the final plat of Sunset Ranch Section 1 for review. The property is located at 1185 Heights Road and is being subdivided for a new single-family residential planned unit development subdivision containing 58 lots and 4 reserves. The plat complies with all requirements of the City's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on July 18, 2017.

Staff recommends approval.

Funding Expected: Revenue___ Expenditure___ N/A_X_ **Budgeted Item:** Yes___ No___ N/A_X_

Funding Account:_____ **Amount:** _____ **1295 Form Required?** Yes___ No_X_

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

Supporting documents attached:

- Final Plat of Sunset Ranch Section 1

Recommendation: Move to approve the final plat of Sunset Ranch Section 1 (1185 Heights Road), being a subdivision of 15.276 acres of land, being a replat of lots 22 and 29 of the map of Section 23 Hooper and Wade Survey volume 49, page 161, B.C.D.R. and volume 1, page 10, B.C.M.R. situated in the Hooper and Wade Survey, Abstract 420, Brazoria County, Texas.

Reviewed by Department Head, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒

Click here to view the Final Plat – Sunset Ranch Section 1 (1185 Heights Road)

Agenda Commentary

Meeting Date: 8/3/2017

Department: Engineering **Contact:** Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Southern Colony Section 3B (located along the east side of FM 521 north of Juliff-Manvel Road), being a subdivision of 25.710 acres of land situated in the William Hall League, Abstract 31, Fort Bend County, Texas, being a replat of lots 18 and 19, T.W. & J.W.B. House Subdivision, a subdivision recorded in volume 7, page 301 Deed Records of Fort Bend County, Texas; and also being a partial replat of Reserve "J" of Southern Colony Section 1, a subdivision recorded in plat no. 20050137, Fort Bend County Plat Records.

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

Summary: On July 1, 2017, the Engineering Department received the final plat of Southern Colony Section 3B for review. This final plat consists of 135 lots, 5 reserves, and 3 blocks, and is located in the City of Alvin's Extraterritorial Jurisdiction (ETJ) along the east side of FM 521, north of Juliff-Manvel Road. The property is being subdivided for a new single-family residential planned unit development subdivision. This plat complies with all requirements of the City's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on July 18, 2017.

Staff recommends approval.

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

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

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

Supporting documents attached:

- Final Plat of Southern Colony Section 3 B

Recommendation: Move to approve the final plat of Southern Colony Section 3B, being a subdivision of 25.710 acres (located along the east side of FM 521 north of Juliff-Manvel Road) of land situated in the William Hall League, Abstract 31, Fort Bend County, Texas, being a replat of lots 18 and 19, T.W. & J.W.B. House Subdivision, a subdivision recorded in volume 7, page 301 Deed Records of Fort Bend County, Texas; and also being a partial replat of Reserve "J" of Southern Colony Section 1, a subdivision recorded in plat no. 20050137, Fort Bend County Plat Records.

Reviewed by Department Head, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒

Click here to view the Final Plat – Southern Colony Section 3B
(located along the east side of FM 521 north of Juliff-Manvel Road)

AGENDA COMMENTARY

Meeting Date: 8/3/2017

Department: Engineering **Contact:** Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Tri County Storage (2228 FM 528), a plat of 9.91 acres being a called 2.004-acre tract, a called 2.169-acre tract, and a called 5.738 acre tract of land, situated in the Hooper and Wade Survey, Abstract 421, Brazoria County, Texas, located in the City of Alvin.

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

Summary: On July 1, 2017, the Engineering Department received the final plat of Tri County Storage for review. The property is located at 2228 FM 528. The property owner recently purchased 5 acres of vacant land behind the existing storage facility and is platting to consolidate his property into one lot. This plat complies with all requirements of the City's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on July 18, 2017.

Staff recommends approval.

Funding Expected: Revenue___ Expenditure___ N/A_x_ **Budgeted Item:** Yes___ No___ N/A_x_

Funding Account:_____ **Amount:** _____ **1295 Form Required?** Yes___ No___

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

Supporting documents attached:

- Final Plat of Tri County Storage

Recommendation: Move to approve the final plat of Tri County Storage (2228 FM 528), a plat of 9.91 acres being a called 2.004-acre tract, a called 2.16- acre tract, and a called 5.738-acre tract of land, situated in the Hooper and Wade Survey, Abstract 421, Brazoria County, Texas, located in the City of Alvin.

Reviewed by Department Head, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒

Click here to view the Final Plat – Tri County Storage (2228 FM 528)

AGENDA COMMENTARY

Meeting Date: 8/3/2017

Department: Engineering **Contact:** Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Ruben Adame Park (801 Shaw Street), being a replat of block 14 of Morgan's Addition to the City of Alvin according to the plat as recorded in volume 1, page 16 Deed Records, Brazoria County, Texas, located in the City of Alvin.

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

Summary: On July 1, 2017, the Engineering Department received the final plat of Ruben Adame Park for review. The property is located at 801 Shaw St. 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 of Alvin Planning Commission unanimously approved the plat at their meeting on July 18, 2017.

Staff recommends approval.

Funding Expected: Revenue___ Expenditure___ N/A_X_ **Budgeted Item:** Yes___ No___ N/A_X_

Funding Account:_____ **Amount:** _____ **1295 Form Required?** Yes___ No___

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

Supporting documents attached:

- Final Plat of Ruben Adame Park

Recommendation: Move to approve the final plat of Ruben Adame Park (801 Shaw Street), being a replat of block 14 of Morgan's Addition to the City of Alvin according to the plat as recorded in volume 1, page 16 Deed Records, Brazoria County, Texas, located in 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 ☒

Click here to view the Final Plat – Ruben Adame Park (801 Shaw Street)

Agenda Commentary

Meeting Date: 8/3/2017

Department: Engineering **Contact:** Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Talmadge Park (southwest corner of Talmadge Street and Sixth Street), being a replat of block 45 of Easton's Addition to the City of Alvin according to the plat as recorded in volume 32, page 26, Deed Records, Brazoria County, Texas, located in the City of Alvin.

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

Summary: On July 1, 2017, the Engineering Department received the final plat of Talmadge Park for review. The property is located at the southwest corner of Talmadge Street and Sixth Street 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 July 18, 2017.

Staff recommends approval.

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

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

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

Supporting documents attached:

- Final Plat of Talmadge Park

Recommendation: Move to approve the final plat of Talmadge Park (southwest corner of Talmadge and Sixth Street), being a replat of block 45 of Easton's Addition to the City of Alvin according to the plat as recorded in volume 32, page 26, Deed Records, Brazoria County, Texas, located in the City of Alvin.

Reviewed by Department Head, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒

Click here to view the Final Plat – Talmadge Park
(southwest corner of Talmadge Street and Sixth Street)

Agenda Commentary

Meeting Date: 8/3/2017

Department: Engineering **Contact:** Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Newman Park (1200 Newman Street), being a replat of 4.95 acres, being part of block 85 of Easton's Addition to the City of Alvin, Brazoria County, Texas, and a tract of land out of lot 18 of the subdivision of section 23, Hooper and Wade Survey, Abstract 420, Brazoria County, Texas, located in the City of Alvin.

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

Summary: On July 1, 2017, the Engineering Department received the final plat of Newman Park for review. The property is located at 1200 Newman Street 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 of Alvin Planning Commission unanimously approved the plat at their meeting on July 18, 2017.

Staff recommends approval.

Funding Expected: Revenue___ Expenditure___ N/A_X_ **Budgeted Item:** Yes___ No___ N/A_X_

Funding Account:_____ **Amount:** _____ **1295 Form Required?** Yes___ No___

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

Supporting documents attached:

- Final Plat of Newman Park

Recommendation: Move to approve the final plat of Newman Park (1200 Newman Street), being a replat of 4.95 acres, being part of block 85 of Easton's Addition to the City of Alvin, Brazoria County, Texas, and a tract of land out of lot 18 of the subdivision of section 23, Hooper and Wade Survey, Abstract 420, Brazoria County, Texas, located in the City of Alvin.

Reviewed by Department Head, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒

Click here to view the Final Plat – Newman Park (1200 Newman Street)

Agenda Commentary

Meeting Date: 8/3/2017

Department: Engineering **Contact:** Michelle Segovia, City Engineer

Agenda Item: Consider bid award to GMJ Paving Company, LLC. for the 2017 Asphalt Pavement Project in an amount not to exceed $532,807.94; and authorize the City Manager to sign the contract upon legal review.

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

Summary: On July 11, 2017, bids were opened for the 2017 Asphalt Pavement Project, and GMJ Paving Company, LLC. was the qualified low bidder. This contractor has never worked on a City of Alvin project. Engineering Staff has verified references for this contractor and all references were highly satisfied with the work performed.

Project Budget: $800,000
10% Contingency: $48,437.09
Total Amount: $532,807.94 (after accounting for the materials testing cost of $8,328, the project is $267,192.06 below budget).

The 2017 Asphalt Pavement Project includes the reclamation, stabilization, and asphalt overlay of the following streets: Cedar Lane (S. Gordon St. to Mustang Rd.), Dumble St. (Callaway Dr. to Davis Bend Rd.), Jack St. (Adoue St. to Robinson Dr.), Ormsby St. (Old Galveston Rd. to Highway 6), Owen St. (Callaway Dr. to Davis Bend Rd.), Paul St. (N. Gordon St. to the railroad tracks), S. Fourth St. (Sealy St. to Adoue St.), and Stadium Dr. (Callaway Dr. to Davis Bend Rd.). The streets included in this project were determined based on the recommendations from the 2014 Asphalt Pavement Assessment by JET Consulting.

The project is scheduled to start in mid to late August and has a construction time of 90 calendar days.

The $267,192.06 in excess funds will be returned to the Sales Tax Fund to be used for future street projects.

Staff recommends approval.

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

Funding Account: 312-5501-00-9024 **Amount:** $532,807.94 **1295 Form Required?** Yes X No ___

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

Supporting documents attached:

- Bid Tabulation
- Proposal
- Agreement

Recommendation: Move to award a bid to GMJ Paving Company, LLC. for the 2017 Asphalt Pavement Project in an amount not to exceed $532,807.94; and authorize the City Manager to sign the contract upon legal review.

Reviewed by Department Head, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒

BID TABULATION

2017 Asphalt Pavement Project

City of Alvin, Texas				GMJ Paving Co., LLC		Hyden Paving, Inc.		AAA Asphalt Paving		Forde Construction Company, Inc.	
Item	Description	Unit	Quanity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	8" Asphalt Pavement Recycling with 3% Lime & 7% Fly Ash - Complete in Place	S.Y.	26,375	$7.50	$197,812.50	$11.92	$314,390.00	$11.00	$290,125	$12.00	$316,500.00
2	2"Type "D" Asphalt - Complete in Place	S.Y.	24,946	$9.00	$224,514.00	$9.91	$247,214.86	$11.50	$286,879.00	$11.00	$274,406.00
3	Prime Coat - Complete in Place	Gal.	6,596	$2.25	$14,841.00	$0.05	$329.80	$0.50	$3,298.00	$5.00	$32,980.00
4	Traffic Control - Complete in Place	L.S.	1	$3,600.00	$3,600.00	$3,630.00	$3,630.00	$8,500.00	$8,500.00	$22,000.00	$22,000.00
5	Mobilization Includes Mobilization to all Sites Complete in Place	L.S.	1	$12,500.00	$12,500.00	$13,592.00	$13,592.00	$5,000.00	$5,000.00	$48,200.00	$48,200.00
6	Flexible Base Crushed Limestone - Complete in Place	Ton	50	$46.75	$2,337.50	$40.00	$2,000.00	$80.00	$4,000.00	$104.00	$5,200.00
7	Type "D" Asphalt Driveway Transition Complete in Place	S.Y.	903	$13.50	$12,190.50	$10.00	$9,030.00	$16.00	$14,448.00	$41.00	$37,023.00
8	Street Striping Thermal Plastic 4" White Edge of Road - Complete in Place	L.F.	26,846	$0.45	$12,080.70	$0.61	$16,376.06	$0.60	$16,107.60	$0.40	$10,738.40
9	Street Striping Thermal Plastic 4" Yellow Centerline of Road & Solid Stripe - Complete in Place	L.F.	4,489	$0.45	$2,020.05	$0.61	$2,738.29	$0.60	$2,693.40	$0.42	$1,885.38
10	Street Striping Thermal Plastic 24" White Stop Bar - Complete in Place	L.F.	216	$6.75	$1,458.00	$5.78	$1,248.48	$6.00	$1,296.00	$5.15	$1,112.40
11	Street Striping Thermal Plastic 12" White Crosswalk Complete in Place	L.F.	299	$3.40	$1,016.60	$3.03	$905.97	$1.00	$299.00	$2.90	$867.10
	TOTAL BID				**484,370.85**		**611,455.46**		**632,646.00**		**$750,912.28**

PROPOSAL

TO: The Honorable Mayor and City Council
The City of Alvin, Texas

FROM: **2017 Asphalt Pavement Project**
Bid No. B- 17-03
Acc. No. 312-5501-00-9024

The undersigned, as Bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the form of Contract, Notice to Bidders, Specifications and the Plans therein referred to, and has carefully examined the location, conditions and classes or materials of the proposed work, and agrees that he will provide all the necessary labor, material, superintendence, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials necessary to accomplish the work called for in the Plans and Specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

In submitting this bid, the undersigned Bidder does hereby certify that the bid is not made in the interest of other firms, corporations or on behalf of any undisclosed person or interest other than sole bidder submitting this bid by signatures. The Bidder also certifies that he is not solicited or being induced by any other firms to submit a false or sham bid for obtaining advantage over any other bidder that is submitting a bid on this project.

The five percent (5%) bid security accompanying this Proposal shall be returned to the Bidder, unless in case of the acceptance of the Proposal the successful Bidder shall fail to execute a Contract and file a Performance Bond and a Payment Bond within fifteen (15) days after its acceptance in which case the bid security will become the property of the Owner, and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner. The Bidder will also furnish the Owner with a satisfactory Maintenance Bond indemnifying the City against defective workmanship and material for a period of one year.

The undersigned certifies that the bid prices quoted on the Proposal have been carefully checked and are submitted as correct and final.

The undersigned proposal is to complete the work quoted above on or before 90 **Calendar days** after the effective date of the work order. The undersigned further agrees that the Owner will suffer damages if the above quoted work is not finished and completed within the time allotted for such work and that these damages will accrue to the Owner as liquidated in the amount of **$250.00 Per Calendar Day.**

The following unit prices are bid and shall be complete compensation as measured in place for all materials, labor, overhead, profits and any other cost that is necessary to complete the job to the Engineers specifications and satisfaction. It is also understood that the quantities shown are only an estimate of the work to be done.
No renegotiation of bid prices will be made for over runs or under runs of quantities.

2017 Asphalt Pavement Project

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	26,375	S.Y.	**8" Asphalt Pavement Recycling with 3% Lime and 7% Fly Ash.** **20 LBS. (Lime)** **46 LBS. (Fly Ash)** **Complete in place.** **02712**	$ 7.50 One hundred ninety seven	$ 197,812.50 thousand, eight hundred and twelve Dollars and fifty ---cents
2	24,946	S.Y.	**2" Type "D" Asphalt Pavement** **02741**	$ 9.00 Two hundred twenty four	$ 224,514.00 thousand five hundred and fourteen Dollars and ---zero---cents
3	6596	GAL.	**Prime Coat** **Complete in place.** **02742**	$ 2.25 Fourteen thousand	$ 14,841.00 eight hundred and fourteen ----------Dollars and ---zero---cents
4	1	L.S.	**Traffic Control** **Includes Traffic Control at all Sites** **Complete in place** **01555**	$ 3600.00 Thirty six hundred	$ 3600.00 ----------Dollars and ---zero---cents
5	1	L.S.	**Mobilization** **Includes Mobilization to All Sites** **Complete in place** **01505**	$ 12,500.00 Twelve thousand five hundred	$ 12,500.00 Dollars and ---zero---cents

PROPOSAL

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
6	50	TON	**Flex Base Crushed Limestone Complete in Place 02711**	$ 46.75 Twenty three	$ 2,337.50 two hundred thirty seven Dollars and 50 cents
7	903	S.Y.	**Type "D" Asphalt Driveway Transition Complete in Place 02741**	$ 13.50 Twelve thousand	$ 12,190.50 one hundred ninety Dollars and fifty cents
8	26,846	L.F.	**Street Striping Thermal Plastic 4" White Edge of the Road Complete in Place 02760**	$ .45 & Twelve thousand	$ 12,080.70 eighty Dollars and seventy cents
9	4489	L.F.	**Street Striping Thermal Plastic 4" Yellow Centerline of the Road & Solid Stripe Complete in Place 02760**	$ .45 & Two thousand	$ 2,020.05 Twenty Dollars and five cents
10	216	L.F.	**Street Striping Thermal Plastic 24" White Stop Bar Complete in Place 02760**	$ 6.75 Fourteen hundred fifty eight	$ 1458.00 Dollars and zero ----cents

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
11	299	L.F.	**Street Striping Thermal Plastic 12" White Crosswalk Complete in Place 02760**	$ 3.40 One Thousand	$ 1016.60 sixteen Dollars and Sixty cents

Total Bid Four hundred eighty four thousand three hundred seventy **Dollars**

and eighty five Cents

$ 484,370.85

PROPOSAL

Receipt is hereby acknowledged of the following addendum to the Contract Documents:

Addendum No. 1 Dated — Received GJ

Addendum No. 2 Dated — Received GJ

Addendum No. 3 Dated — Received GJ

Accompanying this proposal is a Certified Check, Cashier's Check, or Bid Bond in the amount of five (5%) of the greatest amount bid and payable to the Owner.

BIDDER:

Name of Corporation: GMJ Paving Co. LLC

Signature: [signature]

Printed Name: Guadalupe Munoz JR

Title President

Address: 12603 SW Fwy, Suite 280

Stafford, Texas, 77477

Telephone: 281-494-2277

Date: 07/10/2017

E-Mail: Arthur@GMJPaving.com

ATTEST:

Secretary of Corporation [signature]

(Seal of Bidder Corporation)

PROPOSAL

AGREEMENT BETWEEN THE CITY OF ALVIN AND CONTRACTOR

The Owner: THE CITY OF ALVIN, 216 W. Sealy, Alvin, Texas 77511 (the City)

And

The Contractor: _____
(Address for Written Notice) _____

Project Title: 2017 Asphalt Pavement Project
Project Location: City of Alvin, Texas
Bid No. B-17-03
Acc. No. 312-5501-00-9024

(Address for Written Notice) 1100 W. Highway #6
Alvin, Texas 77511

THE OWNER AND THE CONTRACTOR AGREE AS SET FORTH BELOW:

ARTICLE 1
WORK OF THIS CONTRACT

1.1 The Contractor shall execute the Work and furnish all materials, supplies, machinery, equipment, tools, superintendence, labor and all other services necessary to complete construction in accordance with the provisions of the Contract Documents.

ARTICLE 2
DATE OF COMMENCEMENT AND DATE OF SUBSTANTIAL COMPLETION

2.1 The Date of Commencement of the Work, as defined in General Conditions, is the date from which the Contract Time is measured, which date is the date established by Notice to Proceed from the Engineer to the Contractor.

2.2 The Contractor shall achieve substantial completion of the Work not later than 90 calendar days after the Date of Commencement of the Work, subject to adjustments of the Contract Time as provided in Contract Documents.

2.3 Should Contractor fail to achieve substantial completion of the Work within the Contract Time, the Contractor agrees to pay liquidated damages as stipulated in Supplementary Conditions.

ARTICLE 3
THE CONTRACT PRICE

3.1 Subject to all the terms and conditions of the Contract Documents, the City shall pay the Contractor in current funds for the Contractor's performance of the Contract, the Contract Price of:

_____

_____ Dollars ($_____)

3.2 The Contract Price may be subject to adjustments as provided in Contract Documents.

ARTICLE 4
PAYMENTS

4.1 For Contracts which include Performance and Payment Bonds, the Owner shall make progress payments to the Contractor on account of the Contract Price as provided below and elsewhere in the Contract Documents; otherwise, the Contractor shall be paid by a single lump-sum payment upon find completion and acceptance of all contract work.

4.2 The period covered by each progress payment shall be one calendar month ending on the last day of the month.

4.3 The Engineer will issue a Certificate for Payment and the City will make a progress payment on the basis of such Certificate as provided in the General Conditions.

4.4 The entire unpaid balance of the Contract Price shall be made by the City to the Contractor as provided in the Contract Documents.

ARTICLE 5
MISCELLANEOUS PROVISIONS

5.1 Where reference is made in this Agreement to a provision of the General Conditions or other Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

5.2 The Contract may be terminated by the City or by the Contractor as provided in the General Conditions.

5.3 The Work may be suspended by the City as provided in the General Conditions.

ARTICLE 6
ENUMERATION OF CONTRACT DOCUMENTS

6.1 This Agreement shall consist of the documents enumerated in this Article which shall be referred to as the Contract Documents and which are incorporated herein by reference.

6.2 The General Conditions are those stated on pages 1 through 40.

6.3 The Special Conditions of the Contract are those stated on pages SC-1 through SC-7.

6.4 The Specifications.

6.5 The Drawings are identified by the sketches, approved and bound.

6.6 The Addenda, issued separately, which apply to Contract Documents, if any, are as follows:

Addendum No. _____, dated _____

Addendum No. _____, dated _____

6.7 Attachments to this Agreement are as follows:

Document	Title
[X]	Schedule of Unit Price Work
[X]	Resolution of Corporation (if a corporation)
[X]	Performance Bond
[X]	Payment Bond
[X]	One-Year Maintenance Bond
[ ]	One-Year Surface Correction Bond
[X]	Affidavit of Insurance (with Certificate of Insurance attached)
[X]	Prevailing Wage Rates (Ordinance No. 2004)
[X]	Worker's Compensation Addendum

6.8 Approved Change Orders

6.9 Instructions to Bidders

6.10 Contractor's Bid

ARTICLE 7
CONFLICTS BETWEEN OR AMONG CONTRACT DOCUMENTS

In the event of a conflict or inconsistency between or among the terms or provisions of the Contract Documents, the following documents shall supersede and control in order of precedence as follows:

(a) The Agreement between City of Alvin and Contractor
(b) Changes
(c) Addenda
(d) Bidding Documents
(e) Special Conditions
(f) Specifications
(g) Drawings
(h) Supplementary Conditions
(i) General Conditions
(j) Contractor's Bid

ARTICLE 8
SPECIAL PROVISIONS

(a) No Arbitration. This Contract shall not be subject to arbitration, it being understood and agreed that disputes shall be settled through the judicial system.

(b) Warranty. The Contractor warrants that the work shall be free from defects and agrees to deliver a Project free from all faults and defects.

(c) Subcontractors. The Contractor shall be responsible and liable for the work, acts and/or omissions of its subcontractors.

(d) Claims. Claims made by the Contractor under this Contract must be finally approved by the Owner.

(e) No Damages for Delay. If this Contract expressly provides that any materials, supplies, equipment, labor, information, services, or things of any kind shall be furnished by the City, the City shall use reasonable efforts to have the same furnished in a timely manner, but the City shall not be responsible for or liable to the Contractor for any delay in the furnishing thereof. THE CITY SHALL NOT BE LIABLE FOR AND THE CONTRACTOR SHALL RECEIVE NO COMPENSATION FOR DELAYS OR HINDRANCES TO THE WORK.

This Agreement is entered into as of the date signed by the Mayor of the City and is executed in three original copies of which two is to be retained by the City and one is to be delivered to the Contractor.

THE CONTRACTOR:

_____

By:_____
Name:
Title:
Date:

THE CITY:

CITY OF ALVIN, TEXAS

By:_____
Sereniah Breland, City Manager
Date:

ATTEST/SEAL

By_____
Name:
Title:
Date:

ATTEST/SEAL

By:_____
Dixie Roberts, City Clerk
Date:

APPROVED AS TO FORM

By:_____

Suzanne L. Hanneman, Interim City Attorney
Date:

Agenda Commentary

Meeting Date: 8/3/2017

Department: City attorney **Contact:** Suzanne L. Hanneman, Interim City Attorne

Agenda Item: Consider the Release and Compromise Settlement Agreement regarding the disannexation of tracts of land along County Road 133 a/k/a Moore Road; and authorize the Mayor to sign.

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

Summary: This Release and Compromise Settlement Agreement is for the tracts of land to be disannexed.

The property owners listed below filed with the city secretary's office a petition for disannexation on April 24, 2017.

1. 454 CR 133
   Owner: Kevin Ford
2. 1250 Moore Road
   Owner: Hawkes
3. 1320 Moore Road
   Owner: Ware
4. 1535 Moore Road
   Owner: Sanders

The request for disannexation alleges the City's failure to provide municipal services (water and sewer) to the annexed area.

This area was annexed in 1978, therefore, this disannexation is governed by the Municipal Annexation Act of 1963, including amendments enacted prior to 1978.

This Release and Compromise Settlement Agreement states the City will commence disannexation proceedings on August 3, 2017, and the proceedings will be complete on or before October 31, 2017, subject to compliance with applicable procedures set forth in the City Charter and state law.

The release states that the property owners ("releasers") understand and acknowledge that upon disannexation that their property will be located in the City's extraterritorial jurisdiction ("ETJ") and will be subject to the City's rules and regulations that are exercised in the ETJ.

The releasers also acknowledge and understand that upon disannexation, they will no longer receive the level of municipal services provided within the city limits, including but not limited to police services.

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:

- Release and Compromise Settlement Agreement

Recommendation: Move to approve the Release and Compromise Settlement Agreement regarding the disannexation of tracts of land along County Road 133 a/k/a Moore Road; and authorize the Mayor to sign.

Reviewed by Department Head, if applicable ☐

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

RELEASE AND COMPROMISE SETTLEMENT AGREEMENT

This Release and Compromise Settlement Agreement (the "Agreement") is made by **Kevin C. Ford, Sheri P. Ford, Steve Hawkes, Janice Hawkes, Donald E. Ware, Shirley M. Ware, David D. Sanders, and Maxine D. Sanders** ("Releasors") and delivered to the **City of Alvin, Texas** (the "City"), with the advice of his/her attorney, or the opportunity to consult therewith. The City and Releasors are referred to herein together as the "Parties."

WHEREAS, Releasors petitioned for disannexation of the tracts of land described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property") by petition received by the City on April 24, 2017 (the "Petition");

WHEREAS, the Property was annexed into the City by Ordinance No. 78-P on December 21, 1978 (the "Annexation');

WHEREAS, the City determined that the Petition does not comply with the statutory requirements for a valid petition for disannexation of Property under the Municipal Annexation Act applicable to the Annexation;

WHEREAS, the City disputes the assertion in the Petition that the City failed to provide municipal services to the Property as required by applicable law, policies, and regulations;

WHEREAS, the City Charter authorizes the City Council to unilaterally disannex property within its city limits;

WHEREAS, the City Council has determined that it is appropriate to disannex the Property under the authority of the City Charter, subject to satisfying the procedural requirements for disannexing land set forth in the City Charter and state law; and

WHEREAS, Releasors and the City desire to compromise and settle forever all such claims or causes of action of any nature and kind whatsoever that Releasors may have or may hereafter assert against the City, its officers, agents, employees, and contractors, based upon any facts, events or circumstances prior to the date of this Release, and related to the annexation or disannexation of the Property;

NOW, FOR AND IN CONSIDERATION OF this Release, the mutual covenants contained herein, including the following covenant made by the City the Parties agree as follows:

Section 1. Agreements of the Parties.

(a) The City will commence disannexation proceedings on August 3, 2017, and complete disannexation proceedings on or before October 31, 2017, subject to compliance with applicable procedures set forth in the City Charter and state law.

(b) The Releasors understand and acknowledge that upon disannexation of the Property, the Property will be located in the City's extraterritorial jurisdiction (the "ETJ") and will be subject to the City's rules and regulations that are exercised in the ETJ, as they are amended from time to time.

(c) Releasors further acknowledge and understand that, upon disannexation, the Releasors will no longer receive the level of municipal services provided within the city limits, including but not limited to police services.

Section 2. Release. For and in consideration of the Agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, RELEASORS HEREBY executes and delivers this Release and Compromise Settlement Agreement, and RELEASES, ACQUITS, AND FOREVER DISCHARGES the City, its officers, agents, employees, legal representatives, successors and assigns, from any and all claims, demands, and causes of action which have accrued or may accrue arising out of or related in any way to the Annexation or disannexation of the Property, and each and every cause of action of any nature or kind whatsoever that Releasors may now have, whether known or unknown, against the City, its officers, employees, agents, legal representatives, successors and assigns based upon any facts, events or circumstances prior to the date of this Agreement and related to the Annexation or disannexation of the Property.

FURTHER, Releasors understand that this is a FULL AND FINAL RELEASE and that Releasors will not be paid any monies or consideration by the City or by anyone else in connection with the Annexation or the disannexation of the Property or any claim or allegation by Releasors' whatsoever against the City, its officers, agents, employees, legal representatives, successors and assigns related to the Annexation or the disannexation of the Properties.

Disannexation of the Property by the City shall not be construed as an admission of liability or wrongdoing by the City in any respect, and all such liability or wrongdoing is hereby denied. This Agreement is being made purely on a compromise basis by the Parties to rid themselves of the disputes related to the Annexation and shall never be used as evidence of liability or wrongdoing of the City in any suits, claims, or causes of action whatsoever.

Section 3. Miscellaneous.

(a) In the event that the City fails to disannex the Property by October 31, 2017, this Agreement shall terminate and the Releasors may pursue any legal remedies available to them under applicable law.

(b) **IT IS UNDERSTOOD AND AGREED** that this Release and Compromise Settlement Agreement shall be governed by, construed, and enforced in accordance with and subject to the laws of the State of Texas, without regard to conflicts of laws provisions thereof.

(c) **THE UNDERSIGNED**, Releasors, represents that Releasors have read the foregoing Release and Compromise Settlement Agreement and that Releasors fully understands the same, and that this document is executed for the consideration herein expressed, the receipt and sufficiency of which is hereby expressly acknowledged and confessed.

(d) This Agreement contains the entire understanding of the Parties and may not be modified, amended, superseded, or cancelled orally or in any manner other than by a written instrument signed by the Parties.

(e) This Agreement may be executed in multiple counterparts, each of which for all purposes shall be deemed to be an original and all of which constitute one and the same Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signature Page for Release and Compromise Settlement Agreement

CITY OF ALVIN, TEXAS:

_____
Paul Horn, Mayor

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared Paul Horn, Mayor, City of Alvin, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration, and in the capacity, therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____day of_____, 20___.

_____
Notary Public in and for the
State of Texas

Typed or Printed Name of Notary
Commission expires:_____

Signature Page for Release and Compromise Settlement Agreement

RELEASOR

Kevin C. Ford

Name: Kevin C. Ford

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared Kevin C. Ford, Releasor, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration, and in the capacity, therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20 day of July, 2017

Patti Schilhab

Notary Public in and for the
State of Texas

Typed or Printed Name of Notary
Commission expires: Oct. 24, 2020

PATTI SCHILHAB
Notary Public
STATE OF TEXAS
ID#129178502
My Comm. Exp. Oct. 24, 2020

Signature Page for Release and Compromise Settlement Agreement

RELEASOR

Sheri P. Ford
Name: Sheri P. Ford

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared Sheri P. Ford, Releasor, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration, and in the capacity, therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of July, 2017.

Tiffany Botter
Notary Public in and for the
State of Texas

Tiffany Botter
Notary Public,
State of Texas
Expires:08-25-2018

Typed or Printed Name of Notary
Commission expires:

Signature Page for Release and Compromise Settlement Agreement

RELEASOR

Janice Hawkes & Steve Hawkes
Name: JANICE HAWKES Steve Hawkes

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared Janice & Steve Hawkes, Releasor, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration, and in the capacity, therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of July, 2017.

Dorothy Madrid
Notary Public in and for the
State of Texas

Typed or Printed Name of Notary
Commission expires: 4-28-21

DOROTHY MADRID
Notary Public, State of Texas
Comm. Expires 04-28-2021
Notary ID 12452361-2

Signature Page for Release and Compromise Settlement Agreement

RELEASOR

Janice Hawkes Steve Hawkes
Name: JANICE HAWKES Steve Hawkes

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared Janice & Steve Hawkes, Releasor, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration, and in the capacity, therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of July, 2017.

Dorothy Madrid
Notary Public in and for the
State of Texas

Typed or Printed Name of Notary
Commission expires: 4.28.21

DOROTHY MADRID
Notary Public, State of Texas
Comm. Expires 04-28-2021
Notary ID 12452361-2

Signature Page for Release and Compromise Settlement Agreement

RELEASOR

Shirley Andrews Ware
Name: SHIRLEY ANDREWS WARE

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared SHIRLEY ANDREWS WARE, Releasor, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration, and in the capacity, therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 day of July, 2017.

Seraphine Sultan

NOTARY PUBLIC STATE OF TEXAS
SERAPHINE SULTAN
NOTARY PUBLIC - STATE OF TEXAS
ID # 130262838
COMM. EXP 11-24-2019

Seraphine Sultan
Notary Public in and for the
State of Texas
Seraphine Sultan
Typed or Printed Name of Notary
Commission expires: 11/24/2019

Signature Page for Release and Compromise Settlement Agreement

RELEASOR

Donald Edwin Ware Jr.
Name: DONALD EDWIN WARE JR.

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared DONALD EDWIN WARE JR. Releasor, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration, and in the capacity, therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 day of July, 2017.

Seraphine Sultan

SERAPHINE SULTAN
NOTARY PUBLIC - STATE OF TEXAS
ID # 130262838
COMM. EXP 11-24-2019

Seraphine Sultan
Notary Public in and for the
State of Texas
Seraphine Sultan
Typed or Printed Name of Notary
Commission expires: 11/24/2019

Signature Page for Release and Compromise Settlement Agreement

RELEASOR

Maxine Sanders
Name: Maxine Sanders

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared Maxine Sanders, Releasor, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration, and in the capacity, therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21 day of July, 2017.

Notary Public in and for the
State of Texas

Typed or Printed Name of Notary
Commission expires:

CYNTHIA ORTIZ
Notary ID #129381989
My Commission Expires
May 3, 2021

Signature Page for Release and Compromise Settlement Agreement

RELEASOR

David Sanders

Name: DAVID SANDERS

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared DAVID SANDERS Releasor, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration, and in the capacity, therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21 day of July, 2017.

Jessica Monsivais

Notary Public in and for the
State of Texas

JESSICA C MONSIVAIS
Notary ID # 129224962
My Commission Expires
December 5, 2020

Typed or Printed Name of Notary
Commission expires:

EXHIBIT A
Description of the Property

Ford:
Lot Twenty-One (21) containing ± 15.33 acres, and Lot Twenty-Two (22) containing ± 10 acres, out of the R.W. Sharp Subdivision of Section Twenty-Two (22), I & G N R R Survey, Abstract 693, Brazoria County, Texas and Abstract 616 of Galveston County, Texas according to the map or plat thereof recorded in Volume 11, Page 67, of the Plat Records of Brazoria County, Texas

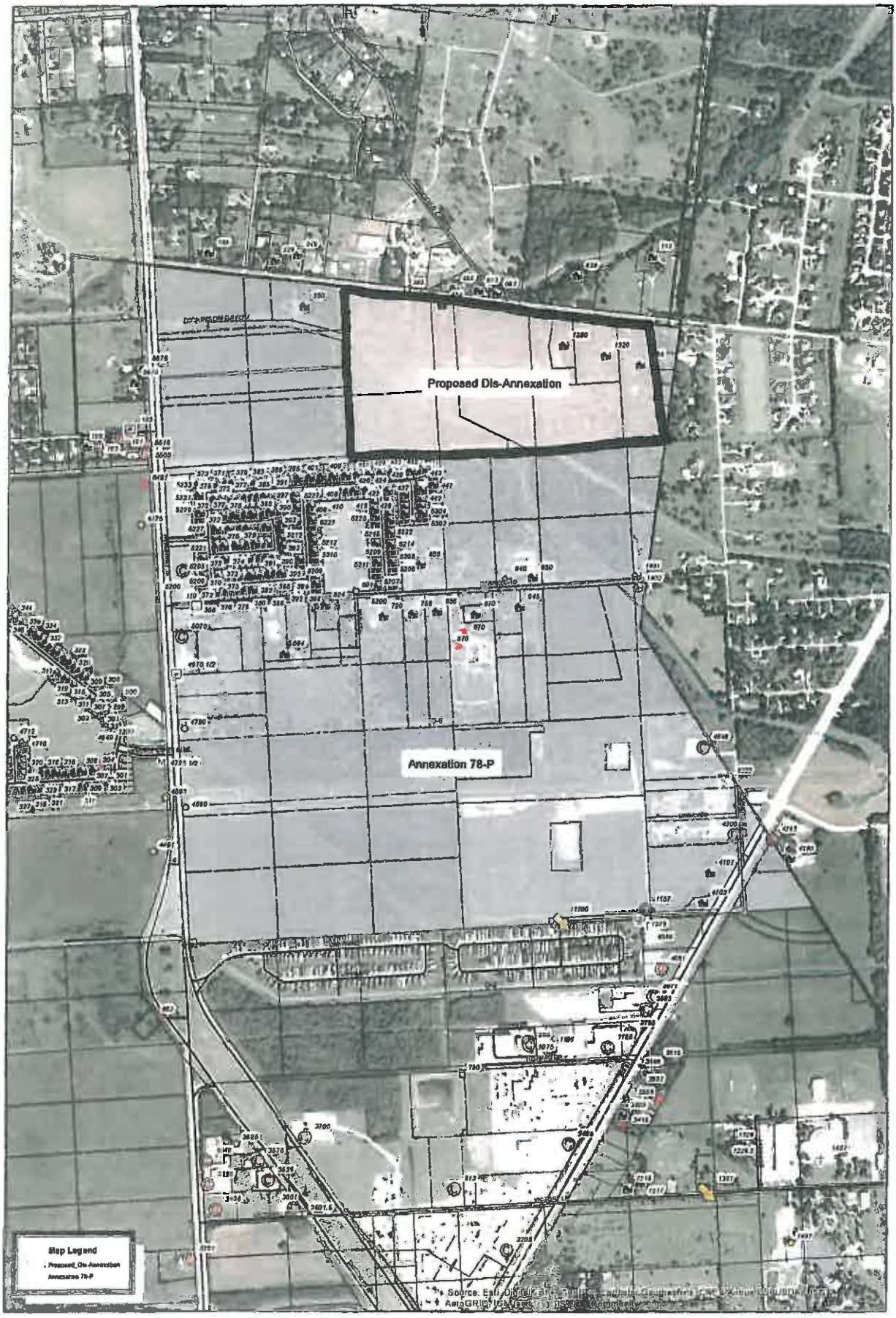
Lot Thirty-Seven (37) containing ± 10 acres, and Lot Thirty-Eight (38) containing ± 12.93 acres, out of the R.W. Sharp Subdivision of Section Twenty-Two (22), I & G N R R Survey Abstract 693, Brazoria County, Texas and Abstract 616 of Galveston County, Texas, according to the map or plat thereof recorded in Volume 11, Page 67 of the Plat Records of Brazoria County, Texas

Hawkes:
The west 5.376 acres of Lot 39 and all of Lot 40 (10 acres) in the R.W. Sharp Subdivision of Section 22, I & G N R R Survey, Abstract 693, Brazoria County, Texas, according to the map or plat thereof, recorded in Volume 1, Page 67 of the Plat Records of Brazoria County, Texas

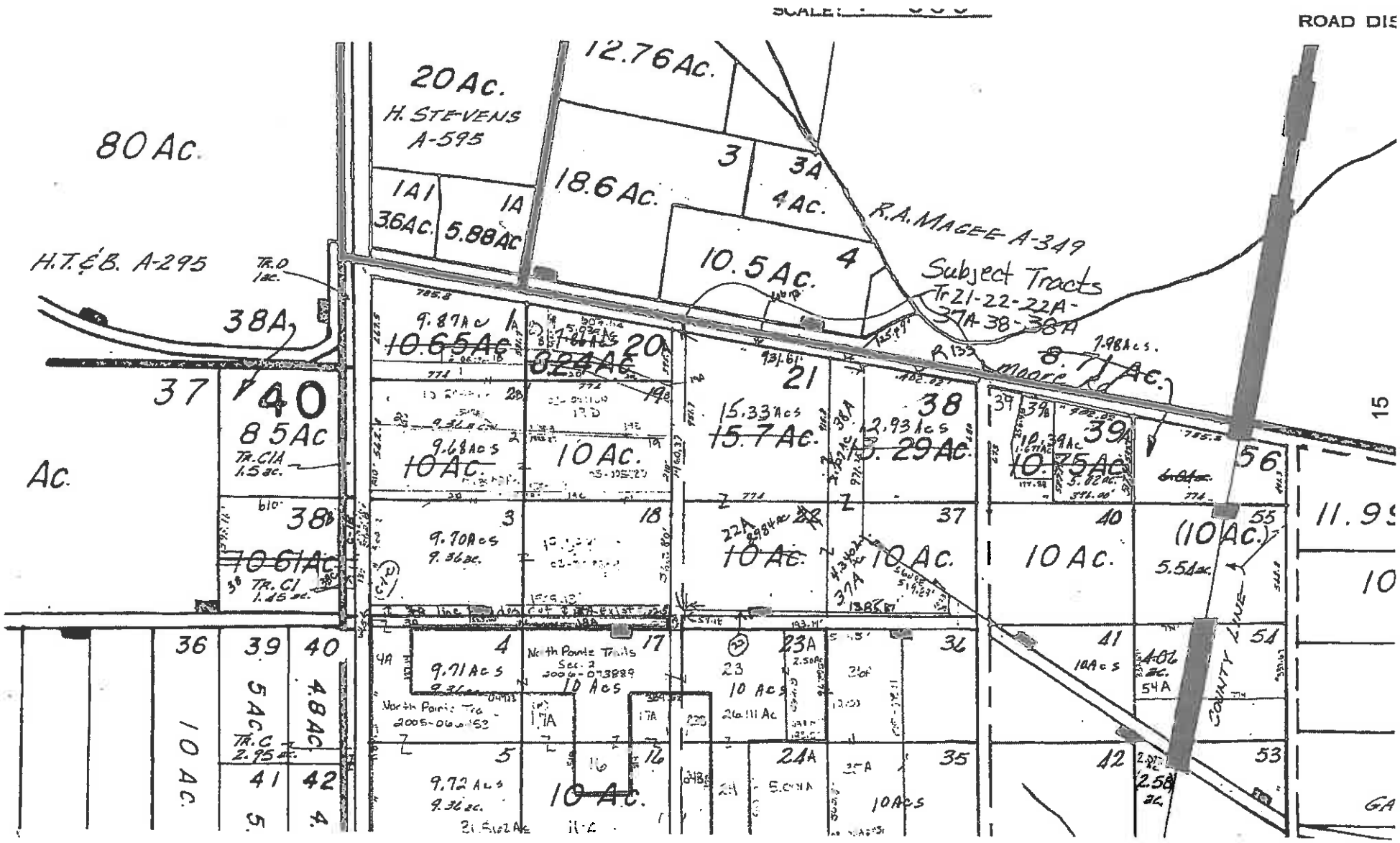
A tract or parcel of land containing 1.6770 acres being out or and a part of the Westerly portion of Lot 39 of R.W. Sharp Subdivision out of Section 22 of the I & G N R R Survey, Abstract 693 in Brazoria County, Texas, according to the map or plat thereof recorded in Volume 1, Page 67 of the Brazoria County Plat Records, being out of 15.3820 acre tract conveyed to Steve and Janice Hawkes described in Deed in Volume 98-004945 of the Official Public Records of Brazoria County, Texas

Ware:
The East 5.0233 acres of Lot Thirty-Nine (39) of R.W. Sharp Subdivision of Section 22, I & G N R R Survey, Abstract 693, a subdivision in Brazoria County, Texas, according to the map or plat thereof recorded in Volume 1, Page 67 of the Plat Records of Brazoria County, Texas.

Sanders:
Lot Six (6) of final Plat of Star Estates, a Subdivision in Brazoria County and Galveston County, Texas, according to the map or plat thereof recorded in Volume 19, Pages 441 and 442 of the Plat Records of Brazoria County, and recorded in Volume 16, Page 568 of the Map Records of Galveston County, Texas.



Proposed Dis-Annexation On Moore Rd.


SCALE:
ROAD DIS
80 Ac.
20 Ac.
H. STEVENS
A-595
12.76 Ac.
18.6 Ac.
3
3A
4 Ac.
1A1
3.6 Ac.
1A
5.88 Ac.
10.5 Ac.
4
R.A. MAGEE A-349
Subject Tracts
Tr 21-22-22A-
37A-38-38A
H.T.&B. A-295
Tr. D
1 ac.
38A
9.87 Ac
10.65 Ac
7.98 Acs.
8.7 Ac.
Moore Rd
37
40
8.5 Ac
Tr. C1A
1.5 ac.
21
15.33 Acs
15.7 Ac.
38
12.93 Acs
15.29 Ac.
39
39A
10.39 Ac
10.75 Ac
5.82 ac.
56
Ac.
38B
7.06 Ac
3B Tr. C1
1.25 ac.
9.68 Acs
10 Ac.
9.70 Acs
9.36 ac.
18
22A
10 Ac.
37
10 Ac.
40
10 Ac.
55
(10 Ac.)
5.51 ac.
11.9
10
36
39
40
10 Ac.
5 Ac.
Tr. C
2.95 ac.
4.8 Ac.
41
42
4
North Pointe Trails
Sec. 2
2006-073889
9.71 Acs
9.36 ac.
10 Acs
17
23
10 Acs
23A
10 Acs
36
41
10 Acs
4.06
ac.
54A
54
COUNTY LINE
9.72 Acs
9.36 ac.
10 Ac.
24A
10 Acs
35
42
2.58
ac.
53
GA

Agenda Commentary

Meeting Date: 8/3/2017

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

Agenda Item: Consider Resolution 17-R-20 commencing disannexation proceedings for 76.519 acres, more or less; setting a disannexation schedule and providing for related matters.

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

Summary: The land to be disannexed is a portion of 560 acres that was annexed by the City on December 21, 1978 by Ordinance 78-P. Certain property owners filed with the city secretary's office a petition for disannexation on April 24, 2017.

1. 454 CR 133
   Owner: Kevin Ford
2. 1250 Moore Road
   Owner: Hawkes
3. 1320 Moore Road
   Owner: Ware
4. 1535 Moore Road
   Owner: Sanders

The request for disannexation alleges the City's failure to provide municipal services (water and sewer) to the annexed area.

This area was annexed in 1978, therefore, this disannexation is governed by the Municipal Annexation Act of 1963, including amendments enacted prior to 1978.

The passage of this resolution will set up a disannexation schedule allowing the City to begin the disannexation process.

Funding Expected: Revenue___ Expenditure___ N/A___ **Budgeted Item:** Yes___ No___ N/A___

Funding Account:_____ **Amount:** _____ **1295 Form Required?** Yes___ No___

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

Supporting documents attached:

- Res 17-R-20
- Disannexation Schedule
- Map-Plat

Recommendation: Move to approve Resolution 17-R-20 commencing the disannexation proceedings for the 76.519 acres, more or less; setting a disannexation schedule and providing for related matters.

Reviewed by Department Head, if applicable ☐

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒

RESOLUTION NO. 17-R-20

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, COMMENCING DISANNEXATION PROCEEDINGS FOR 76.519 ACRES, MORE OR LESS; SETTING A DISANNEXATION SCHEDULE AND PROVIDING FOR RELATED MATTERS

WHEREAS, Section 43.142, Texas Local Government Code and Article 1, Section 5, of the City Charter of the City of Alvin, Texas ("Alvin") authorize the City Council to unilaterally disannex land from the city limits;

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

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

Section 2. Disannexation Proceedings. Proceedings for the disannexation of 76.519 acres, more or less, are hereby commenced, said 76.519 acres being that part of the city limits abutting County Road 133 a/k/a Moore Road on the north shown on Exhibit "A" attached hereto and incorporated herein for all purposes.

Two public hearings are set for the dates of September 7, 2017, and September 21, 2017. Notice of such hearings shall be published and posted and the hearings shall be open to the public to accept public comment on the disannexation.

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

PASSED AND APPROVED by the City Council on this the ____ day of _____, 2017.

Attest:

_____
Dixie Roberts, City Secretary

CITY OF ALVIN, TEXAS

_____
Paul A. Horn, Mayor

EXHIBIT "A"
Disannexation Tracts

Ford:

Lot Twenty-One (21) containing ± 15.33 acres, and Lot Twenty-Two (22) containing ± 10 acres, out of the R.W. Sharp Subdivision of Section Twenty-Two (22), I & G N R R Survey, Abstract 693, Brazoria County, Texas and Abstract 616 of Galveston County, Texas according to the map or plat thereof recorded in Volume 11, Page 67, of the Plat Records of Brazoria County, Texas

Lot Thirty-Seven (37) containing ± 10 acres, and Lot Thirty-Eight (38) containing ± 12.93 acres, out of the R.W. Sharp Subdivision of Section Twenty-Two (22), I & G N R R Survey Abstract 693, Brazoria County, Texas and Abstract 616 of Galveston County, Texas, according to the map or plat thereof recorded in Volume 11, Page 67 of the Plat Records of Brazoria County, Texas

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The west 5.376 acres of Lot 39 and all of Lot 40 (10 acres) in the R.W. Sharp Subdivision of Section 22, I & G N R R Survey, Abstract 693, Brazoria County, Texas, according to the map or plat thereof, recorded in Volume 1, Page 67 of the Plat Records of Brazoria County, Texas

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Ware:

The East 5.0233 acres of Lot Thirty-Nine (39) of R.W. Sharp Subdivision of Section 22, I & G N R R Survey, Abstract 693, a subdivision in Brazoria County, Texas, according to the map or plat thereof recorded in Volume 1, Page 67 of the Plat Records of Brazoria County, Texas.

Sanders:

Lot Six (6) of final Plat of Star Estates, a Subdivision in Brazoria County and Galveston County, Texas, according to the map or plat thereof recorded in Volume 19, Pages 441 and 442 of the Plat Records of Brazoria County, and recorded in Volume 16, Page 568 of the Map Records of Galveston County, Texas.

SCHEDULE FOR DISANNEXATION

DATE	ACTION/EVENT	LEGAL AUTHORITY
August 3, 2017	**COUNCIL BY WRITTEN RESOLUTION** initiates disannexation process; and sets two (1) Public Hearings **on September 7, 2017** and **September 21, 2017**	City Charter, Sec. 5
August 11, 2017	**MAIL NOTICE** to other property owners affected by disannexation proceedings, if any	
August 21, 2017 Publish notice of First Public Hearing [Send notice to paper by **Wed., Aug. 16**]	**NEWSPAPER NOTICE** RE: FIRST PUBLIC HEARING; POST NOTICE OF HEARING ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARING COMPLETE	City Charter, Sec. 5
September 4, 2017 Publish notice of Second Public Hearing [Send notice to paper by **Wed., Aug. 30**]	**NEWSPAPER NOTICE** RE: SECOND PUBLIC HEARING; POST NOTICE OF HEARING ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARING COMPLETE	City Charter, Sec. 5
September 7, 2017*	**FIRST PUBLIC HEARING** (Not less than 10 nor more than 20 days after the first public hearing notice) *REGULAR MEETING*	City Charter, Sec. 5
September 21, 2017	**SECOND PUBLIC HEARING** (Not more less than 10 nor more than 20 days after the second public hearing notice) *REGULAR MEETING*	City Charter, Sec. 5
Disannexation Date **October 5, 2017**	**FIRST AND FINAL READING** OF ORDINANCE *REGULAR MEETING*	City Charter, Sec. 5
Within 30 days of Ordinance Adoption	**CITY SENDS COPY OF MAP** showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Ordinance Adoption	**CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:** 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector (*requested to not receive notification) 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	

***Dates in BOLD are MANDATORY dates to follow this schedule. Please advise if deviation.**

****Newspaper notices to paper by _____p.m. the preceding Wednesday.**

1167

vol 693

MAP OF THE SUB-DIVISION OF SEC. 22, I. & G. N. IN GALVESTON & BRAZORIA COS. TEXAS.

SCALE-1"=500' MAY 1909

J. A. DONALDSON
SURVEYOR.

The State of Texas }
County of Brazoria } Know all men by these Presents:-

That I, R. H. Sharp, do hereby subdivide that certain tract of Six Hundred and Fifty-seven (657) acres of land, being Section No. Twenty-two (22), I. & G. N. Railroad Company survey, Patent No. Two Hundred and Sixty-six (266), Volume No. one Hundred and Eight (108) lying and being situated partly in Brazoria County and partly in Galveston County, in the State of Texas about Two (2) miles East of the town of Alvin on the Alvin & Pearland Road, according to the plat or map hereto attached and made a part hereof, I being the owner of said land, and I do hereby give, grant and dedicate to the public the use of the roads as shown on said map or plat.

Witness my hand at Lawrence, Kansas this 31st day of May, A.D. 1909.

R. H. Sharp.

The State of Kansas }
County of Douglas } Before me, the undersigned Notary Public in and for Douglas County, Kansas, on this day personally appeared R. H. Sharp known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purpose and consideration therein Expressed.

Given under my hand and seal of office at Lawrence Kansas this 31st day of May A.D. 1909

I. B. Taylor Notary Public in and for Douglas County Kansas
My Comm. Exp. Oct 1st 1912.

Seal

Filed for Record this the 4 day of June A.D. 1909. at 1. o'clock P.M.,
B. B. Gwaltney Clerk of the County Clerk of Brazoria County Texas.

Agenda Commentary

Meeting Date: 8/3/2017

Department: City Manager **Contact:** Junru Roland, ACM/CFO

Agenda Item: Discuss and take a record vote to propose a tax rate of $0.7880 per $100 of assessed valuation, which is a tax increase of 4.54% above the effective tax rate, to be adopted at a future meeting.

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

Summary: The tax rate adoption process consists of the comparison of three (3) rates: the effective tax rate, the rollback rate and the city's proposed tax rate.

The *effective tax rate* ($0.753783 per $100 of assessed valuation) is the total tax rate needed to raise the same amount of property tax revenue from the same properties on the tax roll in both the 2016 tax year (FY17) and the 2017 tax year (FY18).

The *rollback tax rate* ($0.828383 per $100 of assessed valuation) is the highest tax rate that the City may adopt before voters are entitled to petition for an election to limit (or rollback) the proposed rate to the rollback rate.

The *proposed tax rate* ($0.788000 per $100 of assessed valuation) is the rate proposed to generate property tax revenues to be used for the general maintenance and operational costs of providing city services; the principal and interest on bonds and other debt secured by property tax revenues; and the following general capital projects up for your consideration for FY18, to be discussed at the budget workshop on August 8, 2017:

- Land purchase for Fire/EMS building
- Design for new Fire/EMS building
- Blue Trails Project
- Kost Detention Beautification
- Downtown Parking
- Business Incentive Program
- Automated Security System Upgrade

According to the Local Government Code, when a city initially proposes a tax rate that exceeds the lower of the rollback rate or the effective tax rate, the city council must vote to place a proposal to adopt the proposed rate on the agenda of a future meeting as an action item. If the motion passes, the governing body must schedule two public hearings on the city's proposed tax rate.

For FY18, staff is proposing to lower the city's current tax rate from $0.7980 to $0.7880 per $100 of assessed valuation. Because the city's proposed tax rate exceeds the lower of the effective tax rate or the rollback tax rate, two public hearings are required to be held before adopting the proposed tax rate.

The city council will consider adopting the city's "final" tax rate at the regular meeting of the city council on September 21, 2017, at 7:00 pm.

Funding Expected: Revenue___ Expenditure___ N/A___ **Budgeted Item:** Yes___ No___ N/A_x_

Funding Account:_____ **Amount:** _____ **1295 Form Required?** Yes___ No___

Legal Review Required: N/A___ Required___ **Date Completed:**_____

Supporting documents attached:

-

Recommendation: Move to propose a tax rate of $0.7880 per $100 of assessed valuation, which is a tax increase of 4.54% above the effective tax rate.

Reviewed by Department Head, if applicable ☐

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒

AGENDA COMMENTARY

Meeting Date: 8/3/2017

Department: City Manager **Contact:** Junru Roland, ACM/CFO

Agenda Item: Consider setting two (2) public hearings concerning the proposed tax rate on Thursday, August 17, 2017 at 7:00 p.m. and Thursday, September 7, 2017 at 7:00 p.m. in the City Council Chambers, City Hall, 2016 West Sealy, Alvin, Texas.

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

Summary: The City's proposed tax rate exceeds the effective tax rate. As a result, the Local Government Code requires the city council to set two public hearings on the proposed tax rate, prior to adoption. The second public hearing may not be held earlier than the third day after the date of the first public hearing.

The city council will consider adopting the final tax rate at the regular meeting of the City Council on September 21, 2017 at 7:00 pm.

Funding Expected: Revenue___ Expenditure___ N/A_X_ **Budgeted Item:** Yes___ No___ N/A_X_

Funding Account:_____ **Amount:** _____ **1295 Form Required?** Yes___ No_X_

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

Supporting documents attached:

-

Recommendation: Move to set two (2) public hearings concerning the proposed tax rate on Thursday, August 17, 2017 at 7:00 p.m. and Thursday, September 7, 2017 at 7:00 p.m. in the City Council Chambers, City Hall, 2016 West Sealy, 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 ☒

Agenda Commentary

Meeting Date: 8/3/2017

Department: Convention & Visitors Bureau **Contact:** Alexandra Aggor, Interim Director

Agenda Item: Consider the appointment of members to the Hotel Occupancy Tax Committee.

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

Summary: Resolution 17-R-19 establishes the creation of a Hotel Occupancy Tax (HOT) Fund Committee, terms of office and qualifications of the committee, and defines the purpose of the committee. Members of the committee will review applications from organizations applying for HOT funds and make initial funding recommendations to the City Council. City Council will make the final decision on the allocation of funds. This committee shall have at least three (3) hotelier members, with no more than eleven (11) members total, and shall meet at least once quarterly.

HOT Fund Committee members must be a representative of the hotel industry, an owner or manager of a tourist attraction, and/or a representative of an organization involved in the allowable use categories of the tax code governing HOT funds. Hoteliers and key community groups were notified in-person and by phone.

At the July 6, 2017 City Council meeting, Council appointed Dhara Bhatt, Kirti Bhakta, Olivia Finney, Joy Kompanathottahll, Nina Froberg and Ron Mercer. Letters were sent on behalf of the Mayor notifying individuals appointed to the Committee.

The following citizens have applied to serve on the Committee: Sharon Dickerson, Wendy Del Bello, Jody Droege, Leonard Garcia, Carl Gerjes, Mark Patterson, Alice Sloan, Roger Stuksa, and John Wennerstrom. Dan Moore removed his name for consideration. New applications received last week that were not included in the July 20th Council meeting information: Wendy Del Bello, Jody Droege, Carl Gerjes, Leonard Garcia, and John Wennerstrom. A detailed spreadsheet of applicant information is included in the packet.

The tentative first meeting is scheduled for Tuesday, August 15, 2017 at 6:00 p.m. in the first-floor conference room at City Hall.

Funding Expected: Revenue___ Expenditure ___ N/A _X_ **Budgeted Item:** Yes___ No ___ N/A _X_

Funding Account:_____ **Amount:** _____ **1295 Form Required?** Yes___ No _X_

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

Supporting documents attached:

- Spreadsheet of applicants
- Resolution 17-R-19

Recommendation: Move to appoint _____ to serve as members of the Hotel Occupancy Tax Committee.

Reviewed by Department Head, if applicable ☐

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒

HOT Committee - Applicant Information 8/3/17

Items in red = appointed on 7/6

First Name	Last Name	Hotelier/Organization/Tourist Attraction	Notes Provided on Consent and Willingness to Serve Form
Dhara	Bhatt	Hotelier: Front Desk - Scottish Inn - Alvin	Works under the manager, employed for 4 years. Civic/community involvement: Autism walks, FCCLA, HOS, student council, MOSAK.
Kirti	Bhakta	Hotelier: Owner and Manager - America's Best Value Inn, Super-8 and Motel 6 - Alvin.	Hotel Owner
Olivia	Finney	Hotelier: Asst. General Manager/Director of Sales - Holiday Inn - Alvin.	I see a lot of guests in and out of hotel due to events hosted in the area. I would be of good use to help out in the visitation or traveler areas.
Joy	Kompanathottathil	Hotelier: Owner/General Manager - Knights Inn - Alvin.	Own business in Alvin for 6 years.
Nina	Froberg	Tourist Attraction: Froberg Farms	
Ron	Mercer	Tourist Attraction: Alvin Historical Museum.	Served on prior HOT Committee as a City Council representative in early 2000. Served on City Council, KAB, Museum Board.
Wendy	*Del Bello*	*Organization: ACC/Alvin Manvel Chamber*	***NEW - Application received on 7/26*** *- Civic/community involvement: Alvin Manvel Area Chamber of Commerce, Alvin Community College, Alvin Community College Foundation, Alvin Sunrise Rotary, Alvin ISD Education Foundation, Soroptimist International of Alvin. Through leadership positions at ACC, the Chamber and in the community, I feel that I can make decisions that will proactively strengthen the economic success of our community by making knowledge based decisions.*
Sharon	Dickerson	Organization: Alvin Rotary Club	Would like to serve as an alternate. Civic/community involvement: Frontier Day, Alvin Museum.
Jody	*Droege*	*Organization: Soroptimist International of Alvin*	***NEW - Application received on 7/25 -*** *Civic/community involvement: ACC College Foundation/Board of Regents; Soroptimist International of Alvin, Junior Achievement of Brazoria County and YMCA. I have represented many organizations on securing grants and scholarships. I feel that I can be fair to all applicants and base approval on need and qualification.*
Leonard	*Garcia*	*Organization: See civic/community involvement*	***NEW - Application received on 7/26 -*** *Civic/community involvement: Ben Garcia Memorial Fun Run, Tour-De-Braz, Meals on Wheels, Alvin Parks & Rec Kaboom Playground, AHS Alumni water polo game, Thelma Ley Anderson YMCA Board. Community member since 1981, AISD School teacher and coach for 36 years, volunteer for many civic projects, Upward Bound instructor for 3 years.*
Carl	*Gerjes*	*Organization: Alvin Lions Club*	***New Application received on 7/31*** *- Marketing Director for Joe's BBQ*
Mark	Patterson	Organization: Alvin Rotary Club	Retired Patco Lumber Owner. Civic/community involvement: Alvin Rotary Club & Foundation, Meals on Wheels, Frontier Day Marshall for 5 years.
Alice	Sloan	Organization: KAB	President of Keep Alvin Beautiful. Lived in Alvin since 1977; raised 3 daughters and one lives in Alvin with her family; retired Alvin school teacher. Civic/community involvement: Keep Alvin Beautiful, Alvin Museum Society, Alvin Area Retired School Personnel, Member of Library League, Sunday school teacher.
Roger	Stuksa	Organization: Alvin Noon Rotary Club, Lion's Club, and Mason Lodge 762.	Civic/community involvement: Served 8 years on Alvin City Council, current member of the Alvin Community College Board of Regents, served 44 years in the Alvin Lion's Club and 61 year Alvin resident.
John	*Wennerstrom*	*Organization: Sunrise Rotary*	***NEW - Application received on 7/26*** *- Civic/community involvement: Rotary Club of Alvin. I care for the City of Alvin and have been on several recommendation committees with Alvin ISD, ACC and the City of Alvin. I believe my input may be beneficial to City Council.*

RESOLUTION 17-R-19

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AMENDING THE MAXIMUM NUMBER OF MEMBERS ALLOWED ON THE HOTEL OCCUPANCY TAX (HOT) FUND COMMITTEE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, there is hereby created a Hotel Occupancy Tax (HOT) Fund Committee which shall include a minimum of three (3) members representing the interest of the hotel and convention industry. The other committee members may include owners/managers of tourist attractions, and/or representatives of organizations involved in allowable use categories of the tax code governing HOT funds; and

WHEREAS, members of the HOT Fund Committee shall be appointed by the City Council, shall serve unexpired terms, shall not exceed eleven (11) members total, and shall meet at least quarterly. The Alvin Convention and Visitors Bureau Director or appointee shall attend HOT Fund Committee meetings; and

WHEREAS, the sole purpose of the HOT Fund Committee is to review applications from groups or organizations applying for HOT funding, and make initial funding recommendations to the City Council, who in turn will make the final decision on the allocation of funds; and

WHEREAS, each group, with an acceptable application, will be scheduled for a date and time to present their request to the Committee;

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

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

Section 2. Proceedings. That the City Council of the City of Alvin, Texas, approves the creation of the Hotel Occupancy Tax Fund Committee.

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

Section 4. Effective Date. The resolution shall take effect upon the passage of this resolution.

PASSED AND APPROVED on this the _____ day of _____, 2017.

ATTEST: **CITY OF ALVIN, TEXAS**

By: _____ By: _____

Dixie Roberts, City Secretary Paul A. Horn, Mayor

Agenda Commentary

Meeting Date: 8/3/2017

Department: City Secretary **Contact:** Dixie Roberts, City Secretary

Agenda Item: Consider an appointment to fill an unexpired term on the Building Board of Adjustments and Appeals.

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

Summary: Chapter 5 of the Code of Ordinances provides for a Building Board of Adjustment and Appeals which shall consist of five members appointed by the City Council. This board typically meets a few times per calendar year.

City Council accepted the resignation of Ms. Missy Jordan from this board on July 6, 2017, which created a vacancy. This vacant position expires in December, 2018.

Current members of the board are: Santos Garza, Sussie Sutton, James Thompson and Martin Vela.

Advertisements for this opening were placed in The Alvin Sun, social media accounts, posted on the City's website and send out through the City's electronic notification system (Groupbuilder).

The City Secretary's Office received two applicants: Roger Stuksa and Liz Sanger. A spreadsheet of applicant information is included in the City Council packet. City Council is asked to consider the appointment of one member to this board to fill said vacancy.

Funding Expected: Revenue___ Expenditure___ N/A_X_ **Budgeted Item:** Yes___ No___ N/A_X_

Funding Account:_____ **Amount:** _____ **1295 Form Required?** Yes___ No___

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

Supporting documents attached:

- Applicant Information

Recommendation: Move to appoint ___(1 member)____ to fill an unexpired term on the Building Board of Adjustments and Appeals.

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

Building Board of Adjustments and Appeals (BBOAA) Applicant Information 08/03/17							
First Name	Last Name	Employment	Occupation	Resident of Alvin	Board Requested to Serve on	Past Boards Served on	Notes Provided on Consent and Willingness to Serve Form
Liz	Sanger	Self Employed		2 years	BBOAA		I have an interest to serve anywhere needed as well as getting more involved in the community. I am qualified, as I am a licensed real estate agent in Texas. Community Involvement: Alvin Rotary Club and Alvin/Manvel Chamber.
Roger	Stuksa	Retired		60 years	BBOAA		
							Updated: 7/31/17 4:45 p.m.

Agenda Commentary

Meeting Date: 8/3/2017

Department: Mayor **Contact:** Paul Horn, Mayor

Agenda Item: Consider waiving the requirement in Chapter 2 Article II Section 2-21 of the Code of Ordinances that requires City Council to hold two (2) regular meetings each month, cancelling the regular City Council meeting scheduled for October 5, 2017 for members of City Council and staff to attend the Texas Municipal League Conference in Houston, Texas.

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

Summary: The Texas Municipal League Conference will be held in Houston, Texas October 3-6. Members of City Council and staff may be attending the conference; which could affect the quorum requirements to hold said meeting. Also, the Brazoria County Fair will be held the week of October 13-21, 2017.

Meeting Cancelation/Rescheduling history:
October 16, 2014 – Meeting Postponed to October 23, 2016 (Brazoria County Fair Week)
October 15, 2015 – Meeting Canceled (Brazoria County Fair Week)
October 6, 2016 – Meeting Canceled (Texas Municipal League Conference)

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

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

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

Supporting documents attached:

Recommendation:

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