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 17, 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 17, 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. PRESENTATIONS

A. EMS/Emergency Management Departmental Update.

4. PUBLIC COMMENT

5. PUBLIC HEARING

A. Public hearing to receive comment on the proposed Fiscal Year 17-18 Annual Budget. This proposed budget is estimated to raise more total property taxes than last year's budget by $396,497 which is a 4.07% increase from last year's budget. The estimated property tax revenue to be raised from new property added to the tax roll this year is $238,325.

B. Public hearing to receive comment on the proposed tax rate of $0.7880 per $100 of valuation for the Fiscal Year 2017-2018 (2017 tax year).

6. 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 August 3, 2017 City Council regular meeting.

B. Accept the resignation of Alvin Public Library Board member Nancy Hartney.

C. Consider the resale of trust property located at 1312 W. Lobitt, Easton Blk 77 Lot 3, .4500 acres, Account #3690-0431-120, Tax Suit #42071 for the sum of $2,500.

D. Consider an Interlocal Agreement with the Gulf Coast Regional 9-1-1 Emergency Communications District; and authorize the City Manager to sign.

7. OTHER BUSINESS:

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

A. Consider Ordinance 17-P, amending Chapter 20, Streets and Sidewalks, of the Code of Ordinances by adding a new Article V. "Network Nodes" for the purpose of updating the city's Right-of-Way Management Ordinance and adopting a design manual to comply with Chapter 284 of the Texas Local Government Code; providing a severability clause; providing a savings clause; providing an effective date; and setting forth other provisions related thereto.

B. Consider an appointment to fill the unexpired term of Nancy Hartney on the Alvin Public Library Board.

8. REPORTS FROM CITY MANAGER

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

9. 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.

10. EXECUTIVE SESSION

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

11. 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.

12. 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, August 14, 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
BUILDING BOARD OF ADJUSTMENTS AND APPEALS
DECEMBER 19, 2016

1. Call to Order.

The meeting was called to order at 6:00 p.m. Board members Santos Garza, Jeannette Stuksa, Sussie Sutton and James Thompson were present in the First Floor Conference Room at the City of Alvin Public Service Facility, 1100 W. Highway 6. Also present were representatives of Global Signs; staff members Mike Collins, Building Official; and Roy Sosa, Plans Examiner. Martin Vela was absent.

2. Petitions and requests from the public.

There were no petitions or requests from the public.

3. Approve the minutes of the Building Board of Adjustments and Appeals meeting of October 24, 2016.

Jeannette Stuksa motioned to approve the minutes of the Building Board of Adjustments and Appeals meeting of October 24, 2016. Seconded by James Thompson, the motion carried on a vote of 3 ayes and 0 nays. Sussie Sutton abstained from the vote since she did not attend the October meeting.

4. Consider a request from Global Signs, representing Chicken Express for a special use permit concerning two additional wall signs located at 2510 South Bypass 35:

Section 17 ½ -38. Signs on general rights-of-way.

(1) Wall signs- size and number.

Jeannette Stuksa made a motion to approve the special use permit, seconded by Sussie Sutton. The motion carried on a vote of 4 ayes and 0 nays.

5. Reports or requests from Board Members.

There were no reports or requests from board members.

6. Adjournment.

Jeannette Stuksa motioned to adjourn the meeting, seconded by James Thompson. The motion carried on a vote of 4 ayes. The meeting ended at 6:23 p.m.

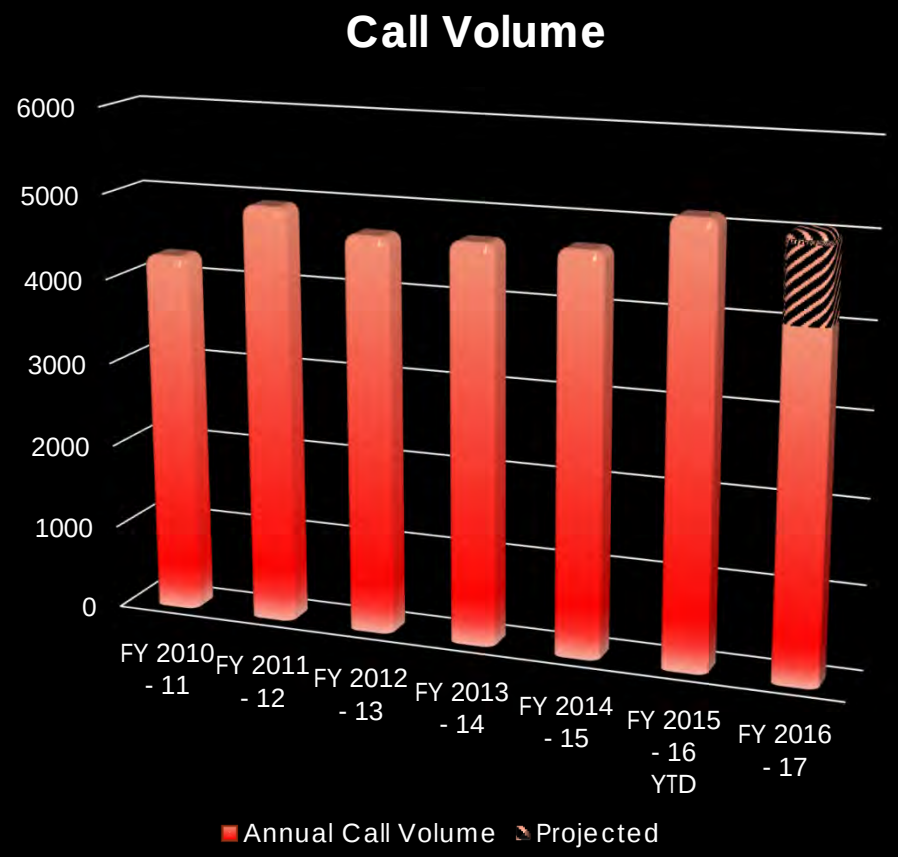
CITY OF ALVIN

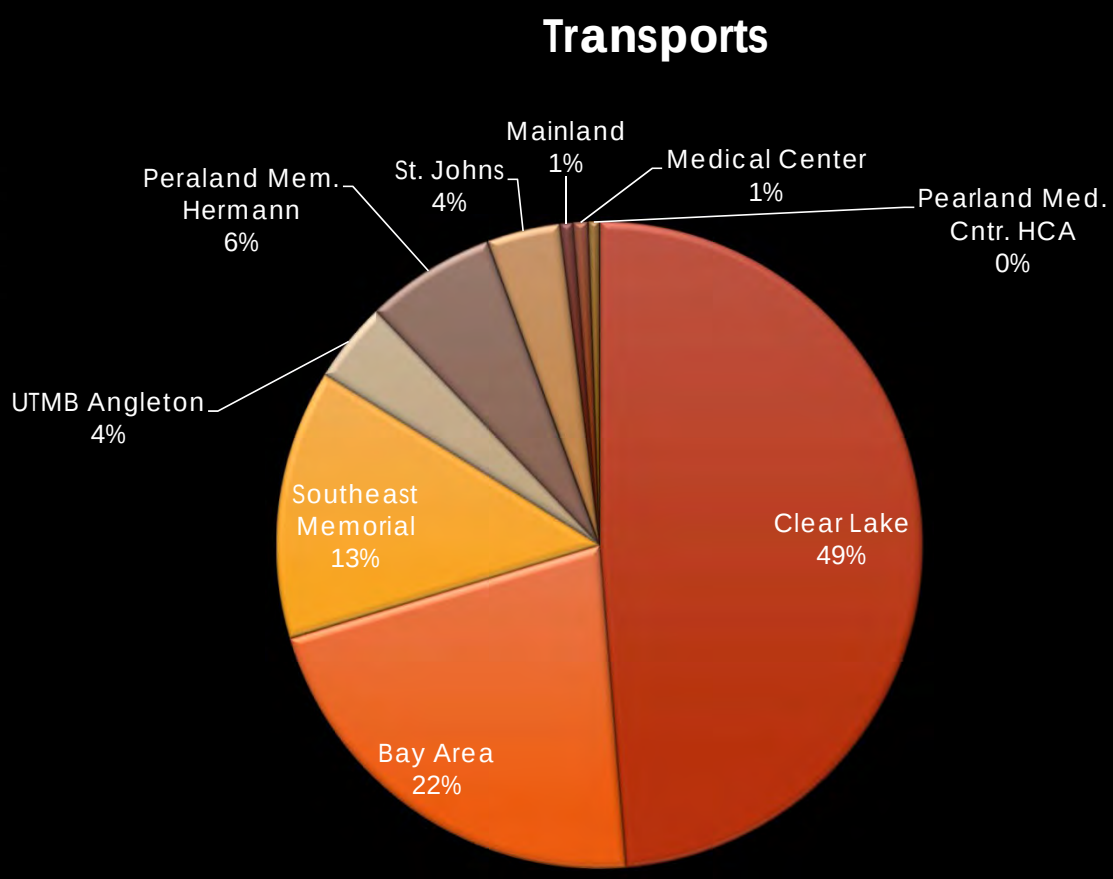
Emergency Medical Service

E.M.S. PROFILE

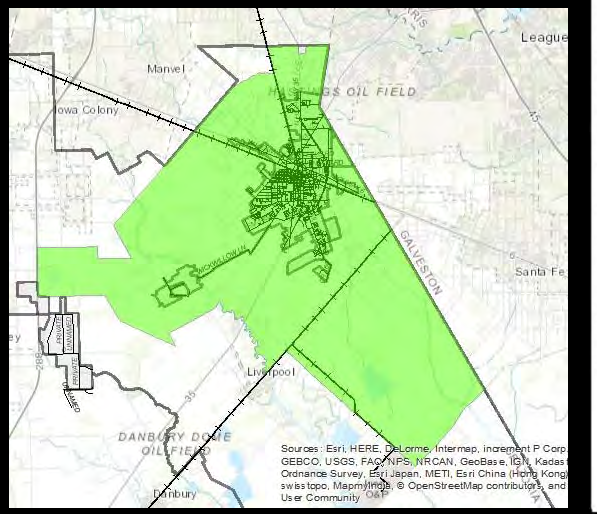
- Employs 18 full time and 21 part time staff members
- Staffs 2 Mobile Intensive Care Capable Units 24/7 and 1 peak volume unit (10a-10p)
- Operates out of a central 4,700 sq. ft. facility
- Provides community outreach/educational services
- Training site for EMS Education programs
- Active member of the Texas Emergency Medical Task Force

EMS CALL VOLUME & TRANSPORTS



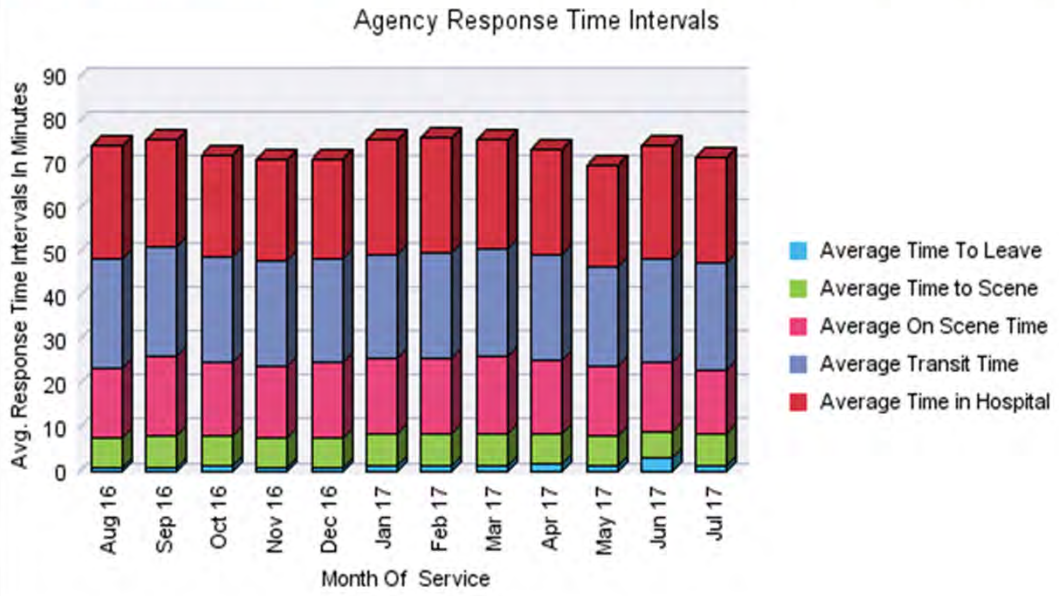


RESPONSE TIMES



Start Date: 8/1/2016 - End Date: 7/31/2017

	Aug 16	Sep 16	Oct 16	Nov 16	Dec 16	Jan 17	Feb 17	Mar 17	Apr 17	May 17	Jun 17	Jul 17	Average
Average time to leave	1	1	1	1	1	1	1	1	2	1	3	1	**1**
Average time to scene	7	7	7	7	7	7	7	7	7	7	6	7	**7**
Average on scene time	16	18	17	17	17	17	17	17	17	16	16	15	**17**
Average transit time	25	25	24	24	24	24	24	24	24	23	23	24	**24**
Average time in hospital	26	24	23	23	23	26	26	25	24	23	26	24	**24**
Average total run time	58	57	56	58	56	59	59	59	60	57	55	59	**58**



E.M.S. STAFF

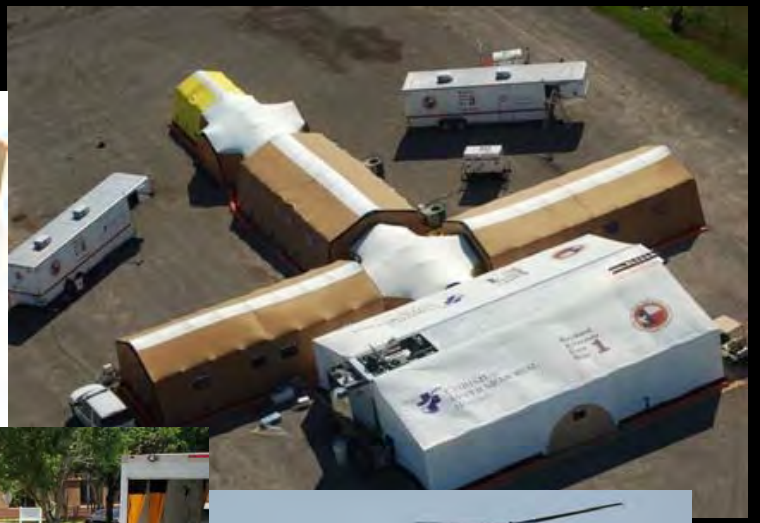
- 7 Emergency Medical Technicians (EMT)
- 11 Paramedics
- 300+ hours of in house accredited Continuing Education (CE) training
- 400+ hours external CE training

COMMUNITY OUTREACH

- EMS provides community education and injury prevention
  - Alvin Police Academy – CPR/First Aid
  - ACC Dental School – First Aid
  - Community Emergency Response Team (CERT) – First Aid
  - Alvin ISD – Injury Prevention/Education Program in schools
  - Car Seat Safety Program

TEXAS EMERGENCY MEDICAL TASK FORCE (EMTF)

- Ambulance Strike Teams
- RN Strike Teams
- Ambus Teams
- Mobile Medical Unit
- High Consequence Infectious Disease / Infectious Disease Response Unit
- Mass Fatality Management



QUESTIONS

EMERGENCY MANAGEMENT

OFFICE OF EMERGENCY MANAGEMENT

- **Sec. 6-1. - Organization.**
- There exists the office of Emergency Management Director of the City of Alvin, Texas, which shall be held by the mayor in accordance with state law.
  - (1) An emergency management coordinator may be appointed by and serve at the pleasure of the director;

EMERGENCY MANAGEMENT DUTIES

- **Emergency Management – Primary Duties.**
- Conduct an on-going survey of actual or potential hazards to the City
- Supervision of the development and approval of an emergency management plan for the City
- Recommend to the Director declarations of local state of disaster
- Coordinate training of staff
- Ensure all local, state and federal requirements are met

HAZARD ANALYSIS

Hazard Type:	Likelihood of Occurrence* (See below)	Estimated Impact on Public Health & Safety Limited Moderate Major	Estimated Impact on Property Limited Moderate Major
Natural			
Drought	Likely	Limited	Limited
Earthquake	Unlikely	Moderate	Moderate
Flash Flooding	Highely Likely	Major	Major
Flooding (river or tidal)	Highely Likely	Major	Major
Hurricane	Highely Likely	Major	Major
Subsidence	Unlikely	Limited	Major
Tornado	Likely	Moderate	Moderate
Wildfire	Occasional	Moderate	Moderate
Winter Storm	Occasional	Moderate	Moderate
Technological			
Dam Failure	Unlikely	Limited	Limited
Energy/Fuel Shortage	Occasional	Limited	Limited
Hazmat/Oil Spill (fixed site)	Occasional	Limited	Limited
Hazmat/Oil Spill (transport)	Likely	Moderate	Moderate
Major Structural Fire	Likely	Moderate	Moderate
Nuclear Facility Incident	Unlikely	Limited	Moderate
Water System Failure	Occasional	Moderate	Moderate
Security			
Civil Disorder	Unlikely	Limited	Limited
Enemy Military Attack	Unlikely	Moderate	Moderate
Terrorism	Unlikely	Moderate	Moderate

* **Likelihood of Occurrence**: Unlikely, Occasional, Likely, or Highly Likely

EMERGENCY MANAGEMENT PLAN

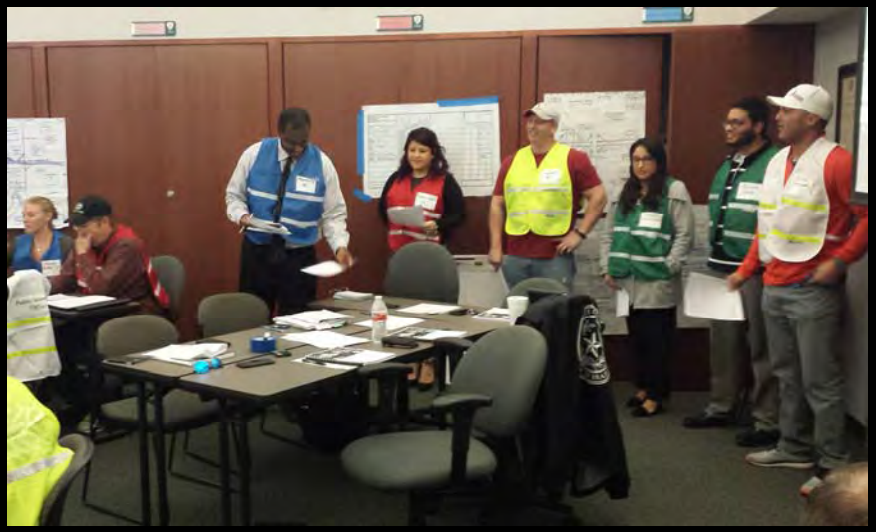
- Basic Plan
  - Authority
  - Organization/Operation
  - Command/Control
  - Plan Development & Maintenance
- 22 Annexes
  - Specific Response Plans & Assignments
- Updated every 5 years

- City of Alvin – Advanced Level Plan

ANNEX	ASSIGNED TO:
Annex A: Warning	Police Chief
Annex B: Communications	Police Chief
Annex C: Shelter & Mass Care	Parks and Recreational Director
Annex D: Radiological Protection	Fire Chief
Annex E: Evacuation	Police Chief
Annex F: Firefighting	Fire Chief
Annex G: Law Enforcement	Police Chief
Annex H: Health and Medical Services	City Health Officer
Annex I: Emergency Public Information	Public Information Officer
Annex J: Recovery	Finance Director
Annex K: Public Works & Engineering	Public Works Director
Annex L: Utilities	Public Works Director
Annex M: Resource Management	EMC
Annex N: Direction & Control	City Manager
Annex O: Human Services	Parks and Recreation Director
Annex P: Hazard Mitigation	EMC
Annex Q: Hazardous Materials & Oil Spill Response	Fire Chief
Annex R: Search & Rescue	Fire Chief
Annex S: Transportation	Police Chief
Annex T: Donations Management	Parks and Recreation Director
Annex U: Legal	City Attorney
Annex V: Terrorist Incident Response	Police Chief

TRAINING

- National Incident Management System (NIMS)
- Incident Command System (ICS)
  - All City Staff
- Exercises / Drills
  - 2 Discussion Based
  - 1 Operations Based
- Position / Function Specific
  - Disaster Finance
  - Shelter Operations
  - Donation Management
  - Public Information Officer
  - Debris Removal Operations



EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)

- Original Application – January 2015
  - Received approximately $32,000.00 for FY 14-15
- Renewal Application – January 2016
  - Approved to receive approximately $34,000.00 For FY 15-16
- Program Requirements
  - Maintain Emergency Management Plan at the Advanced Level
  - Complete 3 Exercises / year
  - Attend Training
  - Complete Quarterly and Semi-Annual Reports

QUESTIONS

AGENDA COMMENTARY

Meeting Date: 8/17/2017

Department: City Manager **Contact:** Sereniah Breland, City Manager

Agenda Item: Public hearing to receive comment on the proposed Fiscal Year 17-18 Annual Budget. This proposed budget is estimated to raise more total property taxes than last year's budget by $396,497 which is a 4.07% increase from last year's budget. The estimated property tax revenue to be raised from new property added to the tax roll this year is $238,325.

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

Summary: City Council is required by State law and the City's Charter to hold a public hearing on the proposed budget to provide citizens the opportunity to comment.

City Charter Article VII – Municipal Finance:

Sec. 4. - Notice of public hearing on budget.
At the meeting of the city council at which the budget is submitted, the council shall fix the time and place of a public hearing on the budget and shall cause to be published in the official newspaper of the city, a notice of the hearing setting forth the time and place thereof, in accordance with state law.

Sec. 5. - Public hearing on budget.
At the time and place set forth in the notice required by Section 4, or at any time and place to which such public hearing shall from time to time be adjourned, the council shall hold a public hearing on the budget submitted, and all interested persons shall be given a five-minute opportunity to be heard either for or against any item or the amount of any item therein contained.

Sec. 6. - Proceedings on budget after public hearing.
After the conclusion of such public hearing, the council may insert new items or may increase or decrease the items of the budget, except items in proposed expenditures fixed by law, but where it shall increase the total proposed expenditures, it shall also provide for an increase in the total anticipated revenue to at least equal such proposed expenditures.

Sec. 7. - Vote required for adoption.
The budget shall be adopted by the favorable vote of a majority of the members of the council.

Sec. 8. - Date of final adoption.
The budget shall be finally adopted not later than fifteen (15) days prior to the beginning of the fiscal year, and should the council fail to so adopt a budget within the specified time, the existing budget and its appropriations shall be deemed adopted on an emergency basis for up to thirty (30) days.

A notice of the public hearing advertised in the Alvin Sun and the City's website as required.

The ordinance to adopt the FY17-18 budget will be presented at the regularly scheduled City Council meeting on September 21, 2017.

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:

- Notice of Public Hearing

Recommendation: No Action.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☐

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Manager ☒

NOTICE OF PUBLIC HEARING

Notice is hereby given that the **City of Alvin**, Texas will hold a **public hearing** during the regular **City Council** Meeting on **August 17, 2017**, which begins at **7:00 p.m**. to receive comments regarding the Fiscal Year 2017-2018 Proposed Annual Budget. Said hearing will be held in the City Council Chambers at City Hall, 216 West Sealy Street, Alvin, Texas.

THIS PROPOSED BUDGET IS ESTIMATED TO RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY $396,497 WHICH IS A 4.07% INCREASE FROM LAST YEAR'S BUDGET. THE ESTIMATED PROPERTY TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR IS $238,325.

_____(s)_____
Dixie Roberts
City Secretary
City of Alvin

Legal ad: publish August 7, 2017

Agenda Commentary

Meeting Date: 8/17/2017

Department: City Manager **Contact:** Sereniah Breland, City Manager

Agenda Item: Public hearing to receive comment on the proposed tax rate of $0.7880 per $100 of valuation for the Fiscal Year 2017-2018 (2017 tax year).

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

Summary: The City's proposed tax rate ($0.7880) exceeds the effective tax rate (.753783). 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.

This is the first of the two required public hearings. The next public hearing is scheduled for the regularly scheduled City Council meeting on September 7, 2017 at 7:00 p.m.

The City Council will consider adopting the proposed tax rate at the regular meeting of the City Council on September 21, 2017 at 7:00 p.m.

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:

- Notice of Public Hearing

Recommendation: No Action.

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

NOTICE OF 2017 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF ALVIN

A tax rate of $0.788000 per $100 valuation has been proposed for adoption by the governing body of CITY OF ALVIN. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of CITY OF ALVIN proposes to use revenue attributable to the tax rate increase for the purpose of Capital and design cost of a new public safety facility; Increased personnel services; Increased insurance cost; and other costs associated with the growth of the community..

PROPOSED TAX RATE	$0.788000 per $100
PRECEDING YEAR'S TAX RATE	$0.798000 per $100
EFFECTIVE TAX RATE	$0.753783 per $100
ROLLBACK TAX RATE	$0.828383 per $100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for CITY OF ALVIN from the same properties in both the 2016 tax year and the 2017 tax year.

The rollback tax rate is the highest tax rate that CITY OF ALVIN may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

property tax amount= (rate) x (taxable value of your property)/100

For assistance or detailed information about tax calculations, please contact:

Ro'Vin Garrett, PCC
Brazoria County Tax Assessor-Collector
451 N Velasco Rm 150 Angleton, Texas 77515
979-864-1320
roving@brazoria-county.com
brazoriacountytx.gov/departments/tax-office

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing:
August 17, 2017 at 7:00pm at the City Hall Council Chambers, 216 W Sealy in Alvin, Texas 77511.

Second Hearing:
September 7, 2017 at 7:00pm at the City Hall Council Chambers, 216 W Sealy in Alvin, Texas 77511.

City of Alvin
City Council Meeting

Public Comment Card

(Please Print Clearly)

NAME (required): Rex Chesshir

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

PHONE #: 281-585-8703

EMAIL: Rexchs@Hotmail.Com

I wish to speak on the following:

Deep, Deep ditches causing a safety Hazzard.

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.

CITY COUNCEL MEETING

1. MR. MAYOR AND COUNCIL MEMBERS, MY NAME IS REX CHELETTE. I LIVE AT 3511 HUMMINGBIRD LANE (WESTERN ACRES) OFF OF ROWAN BURTON.

2. I HAVE LIVED IN ALVIN SINCE 1963 WHEN THE MAIN PROBLEMS WERE DRAINAGE AND STREETS. TODAY WE HAVE THE SAME PROBLEMS.

3. ON MY STREET, THE DITCHES RETAIN WATER ONLY WHEN TRASH CLOGGED THEM. I HAVE LIVED ON HUMMINGBIRD FOR 6-YEARS WITH NO BIG PROBLEMS. WE COULD MOW AND MAINTAIN OUR YARDS AND DITCHES.

4. NOW THE CITY HAS STARTED A PROGRAM TO "IMPROVE" THE DITCHES (ATTACHED PICTURES). NOW THE DITCHES ARE VERY DEEP. THERE IS A DANGER TO RESIDENTS. OLDER PEOPLE CAN FALL INTO THE DEEP DITCHES JUST TRYING TO MOW AND PUT OUT TRASH. CHILDREN CAN HURT THEMSELVES WHILE PLAYING IN THEIR OWN YARDS. THIS ALSO REDUCES HOME VALUES.

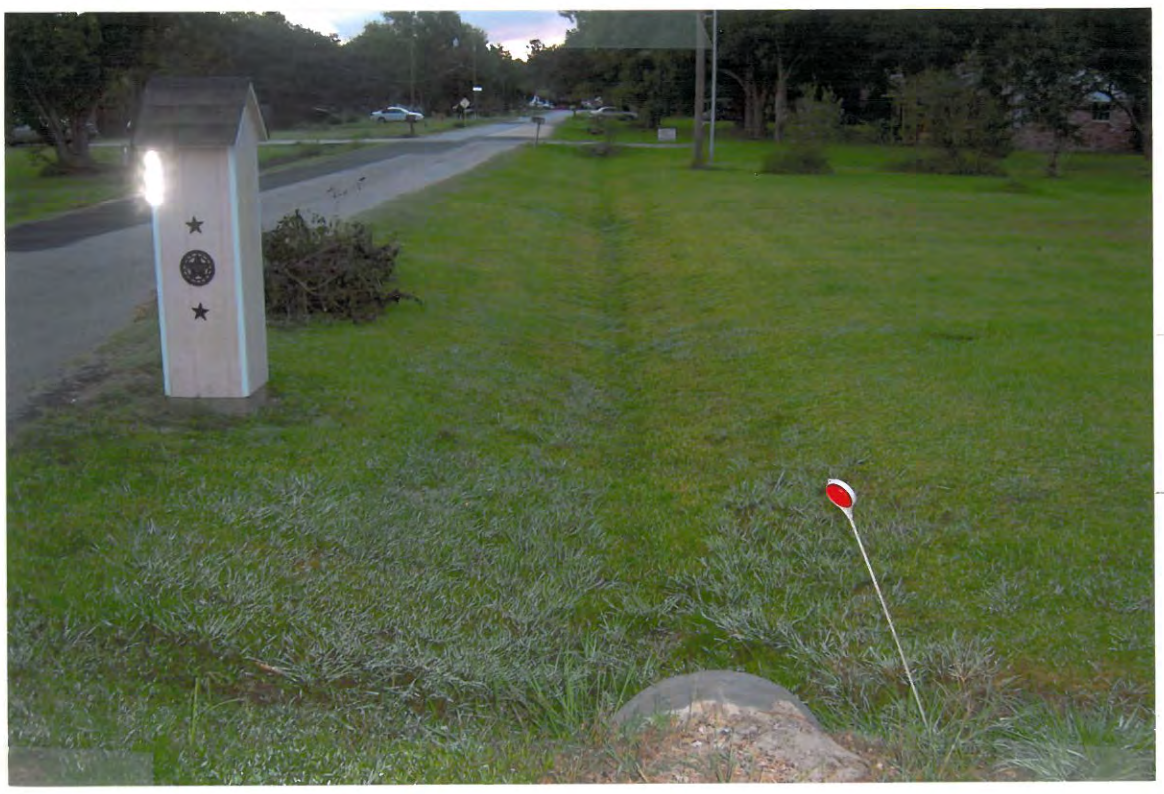
5. IF THE CITY FEELS LIKE THE DITCHES NEED WORK, THEY COULD CONTINUE WITH THEIR DESIGN AT 3602 HUMMINGBIRD LANE. THIS WOULD REMOVE THE DANGER TO RESIDENTS FROM FALLING INTO THE DEEP DITCHES.

6. IT APPEARS THAT ABOUT 80% OF THE NEIGHBORHOODS IN THIS AREA HAVE CURBS, GUTTERS AND STORM DRAINS.

7. "I CAN'T DO ANYTHING" IS NOT THE ANSWER. I AM ASKING FOR YOUR HELP WITH THIS PROBLEM.

QUOTE:

THE CITY OF ALVIN---A CITY GOVERNMENT STAFFED WITH INDIVIDULAS WHO, THROUGH COOPERATION, TEAMWORK, AND PRIDE, SERVE TO PROVIDE THE HIGHEST LEVEL OF SERVICES TO ITS COMMUNITY.



3511 Hummingbird Ln.

original ditch

new ditch

danger to elderly, children

cannot maintain

double culverts and

shallow, sloping ditch

work well.

3511 Hummingbird (Mr. Chelette's)

Across the street from 3511 Hummingbird

Ditch next to 3511 Hummingbird

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL
REGULAR MEETING
THURSDAY, AUGUST 3, 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 7:00 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, Todd Arendell, Police Captain; Michelle Segovia, City Engineer; Alexandra Aggor, Interim CVB Director; and Larry Buehler, Director of Economic Development.

INVOCATION AND PLEDGE OF ALLEGIANCE

Darren Shelton gave the invocation.

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

Council member Thompson led the Pledge to the Texas Flag.

PUBLIC COMMENT

Dick Tyson spoke before City Council regarding the proposed tax rate.

PRESENTATIONS

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.

A presentation was had on the municipal court fines and delinquent tax collections by Mike Darlow of Perdue Brandon Fielder Collings and Moffit, LLP.

Thoroughfare Plan Update.

Beth Shelton with RPS Klotz Associates gave an update on the Thoroughfare plan. Brief discussion was held.

CONSENT AGENDA

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

Council member Sanger requested to remove item 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 from the consent agenda.

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

OTHER BUSINESS

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 from the consent agenda. *Item K was removed by Council member Sanger.*

Council member Sanger inquired as to why GMJ's bid was higher than the lowest bidder. Michelle Segovia, City Engineer responded that projects over $400,000 include a 10 percent contingency and projects over $500,000 include a 5 percent contingency. He also asked if he should abstain from voting since he lived on Jack St. Suzanne Hanneman, Interim City Attorney explained to him that he did not need to abstain because this project was not a direct benefit to him.

Council member Starkey moved to approve a 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. Seconded by Council member Richards; motion carried with a vote of 6 Ayes.

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.

The property owners listed below filed with the city secretary's office a petition for disannexation on April 24, 2017. 454 CR 133, Owner: Kevin Ford; 1250 Moore Road, Owner: Hawkes; 1320 Moore Road, Owner: Ware; 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.

Council member Sanger moved 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. Seconded by Council member Starkey; motion carried with a vote of 6 Ayes.

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

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.

454 CR 133, Owner: Kevin Ford; 1250 Moore Road, Owner: Hawkes; 1320 Moore Road, Owner: Ware; 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.

Council member Arendell moved to approve Resolution 17-R-20 commencing disannexation proceedings for 76.519 acres, more or less; setting a disannexation schedule and providing for related matters. Seconded by Council member Richards; motion carried with a vote of 6 Ayes.

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.

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.

Council member Starkey move to approve a proposed tax rate of $0.7880 per $100 of assessed valuation, which is a tax increase of 4.54% above the effective tax rate. Seconded by Council member Thompson; motion carried with a vote of 5 Ayes with Council member Sanger voting No.

Roll Call Vote:
Council member Thompson - Aye
Council member Arendell - Aye
Council member Richards - Aye

Council member Sanger - No
Council member Adame - Aye
Council member Starkey - Aye

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, 216 West Sealy, Alvin, Texas.

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.

Council member Arendell moved 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, 216 West Sealy, Alvin, Texas. Seconded by Council member Thompson; motion carried with a vote of 6 Ayes.

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

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.

Mayor Horn reviewed the criteria for being a member of the Hotel Tax Committee he then opened the floor for questions. Discussion followed.

Council member Richards moved to appoint Leonard Garcia to the Hotel Occupancy Tax Committee. Seconded by Council member Starkey; motion carried on a vote of 6 Ayes.

Council member Arendell moved to appoint Mark Patterson, representative of the Alvin Noon Rotary to the Hotel Tax Committee. Seconded by Council member Starkey; motion carried on a vote of 5 Ayes and 1 No by Council member Thompson.

Council member Adame moved to appoint Wendy Del Bello, representative of Alvin Community College to the Hotel Tax Committee. Seconded by Council member Arendell; motion carried on a vote of 4 Ayes and 2 Nos by Council member Thompson and Council member Sanger.

Council member Adame moved to appoint John Wennerstrom, representative of Alvin Sunrise Rotary to the Hotel Tax Committee. Seconded by Council member Starkey; motion carried on a vote of 4 Ayes and 2 Nos by Council member Thompson and Council member Sanger.

Council member Sanger moved to appoint Roger Stuksa to the Hotel Tax Committee. Discussion followed; the motion died for a lack of a second.

Council member Adame moved to appoint Jody Droege representative of the Soroptimist International of Alvin, to the Hotel Tax Committee. Seconded by Council member Starkey; motion carried on a vote of 4 Ayes and 2 Nos by Council member Thompson and Council member Sanger.

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

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.

Council member Sanger filed a conflict of interest form and recused himself for this item.

Council member Adame moved to appoint Roger Stuksa to fill an unexpired term on the Building Board of Adjustments and Appeals. Seconded by Council member Arendell; motion carried with a vote of 4 Ayes, 1 No by Council member Thompson and 1 Abstention by Council member Sanger.

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.

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)

Council member Sanger was absent for this item.

Council member Starkey moved to waive 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. Seconded by Council member Adame; motion carried with a vote of 5 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 reviewed items of community interest.

Council member Arendell thanked Mr. Tyson for addressing the Council and pointed out that the request is for a new Fire and EMS building not a new Fire/Police Station. He also thanked the Council for their time and patients on the appointment of Hotel Tax Committee members.

EXECUTIVE SESSION

Mayor Horn called for an executive session at 8:30 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 9:31 p.m.

Council member Richards was absent for this item.

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

Council member Adame moved to instruct staff to move forward with an agreement that will convey the approximately 23 acres (A 17-acre lake and 6-acres surrounding) to Brazoria County Conservation & Reclamation District #3 for regional detention for the public good. Seconded by Council member Thompson; motion carried with a vote of 4 Ayes and 1 No by Council member Sanger.

Council member Adame moved to instruct staff to begin the preparation of a bid package on the 10-acre tract adjacent to Nelson and the 20-acres adjacent to the 23-acre lake. Seconded by Council member Thompson; motion carried with a vote of 5 Ayes.

ADJOURNMENT

Mayor Horn adjourned the meeting at 9:32 p.m.

PASSED and APPROVED this _____ day of _____, 2017.

_____
Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary

Agenda Commentary

Meeting Date: 8/17/2017

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

Agenda Item: Accept the resignation of Alvin Public Library Board member Nancy Hartney.

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

Summary: Nancy Hartney has submitted her resignation from the Alvin Public Library Board due to her work schedule (resignation letter attached). Her position runs through December, 2017.

Chapter 2 of the Administrative Code states that this board must have at least seven (7) members. At this time, the City Secretary's Office has no other applicants on file who would like to serve on this board. Advertisements will begin in an effort to recruit a replacement member. City Council will consider an appointment to fill this position at a later date. The board meets quarterly; their next meeting is in November. If an applicant doesn't apply between now and November, City Council has the option to wait and consider this appointment in December, when annual board and commission appointments are made.

Current members of the Alvin Public Library Board: Becky Clapsaddle, Sandra Curtner, Shandar Hobbs, Pam Lewis, Debra McDonald and Carrie Parker.

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:

- Resignation Letter

Recommendation: Move to accept the resignation of Alvin Public Library Board member Nancy Hartney.

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

Rcd 7/31/17

July 27, 2017

City of Alvin
Attn: Grace Cruzen
216 W. Sealy St.
Alvin, TX 77511

Dear Ms. Cruzen:

Please accept this as my letter of resignation from the City of Alvin Library Board. I regret that I am unable to continue serving out my full term, but due to my secular job responsibilities am unable to make the meetings.

I have thoroughly enjoyed being able to serve on the board and appreciate the City of Alvin for nominating me to this position. I hope to be able to volunteer again in the future.

I hope this letter will suffice to record my resignation. Please let me know if anything else is needed. I can be reached at the email address you have on file.

Sincerest regards,

Nancy Hartney

Agenda Commentary

Meeting Date: 8/17/2017

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

Agenda Item: Consider the resale of trust property located at 1312 W. Lobitt, Easton Blk 77 Lot 3, .4500-acres, Account #3690-0431-120, Tax Suit #42071 for the sum of $2,500.

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

Summary: This property is held in trust by the City of Alvin originating in 1992 when the City was the Collector for the Alvin Consolidated Tax Office. The Consolidated Tax Office collected taxes for the City, Alvin ISD, Alvin Community College, and Oak Manor Municipal Utility District (MUD).

If this offer is approved, the City will receive 26.29% of the offer amount of $2,500. This offer requires the approval of the City's governing body, because the City is the trust holder. All the other taxing entities listed must also approve this offer in order for the sale to move forward.

Land Value: $ 29,160
Total Taxes due (from all entities): $21,314
City of Alvin Taxes due: $5,604
Offer: $2,500

This property went out for public resale through Brazoria County in 2014 with a minimum bid of $7,882, an offer was not received. In 2016 the property went out again for public resale with a minimum bid of $5,000, an offer was not received. In July 2017, an offer was received for half of the offer amount requested in 2016 which is $2,500. This amount is up for consideration at this time.

Net to Distribute to Taxing Entities		
Brazoria County	13.09%	$76.62
Alvin ISD	49.11%	$287.46
ACC	7.45%	$43.59
BC C&R#3	4.06%	$23.74
City of Alvin	26.29%	$153.89

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

Funding Account: _____ **Amount:** $153.89 **1295 Form Required?** Yes ___ No X

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

Supporting documents attached:

- Resale taxing information from Brazoria County

Recommendation: Move to approve the resale of trust property located at 1312 W. Lobitt, Easton Blk 77 Lot 3, .4500-acres, Account #3690-0431-120, Tax Suit #42071 for the sum of $2,500.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☐

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

Brazoria County Tax Office

Ro'Vin Garrett, PCC
Tax Assessor-Collector

Brazoria County
111 E. Locust
Angleton, Texas 77515-4682

Rec- 8/1/17

Thursday, July 27, 2017

City of Alvin
Attention: Dixie Roberts
216 West Sealy
Alvin, Texas 77511

Re: See Attached

Dear Sirs/Madams:

The Property Tax Resale Committee of Brazoria County has received an offer on certain property(s) held in trust.

The Resale Committee has approved the attached offers and asks that you present them to your governing body for approval.

Property tax resale data is as follows:

Tax suit number-42071
Legal description- EASTON (ALVIN) BLK 77 LOT 3 ACRES .4500
Court adjudged- $29,160.00
Total taxes due- $23,323.81
City of Alvin taxes due- $6,176.52
Bid/Offer- $2,500.00

When your governing body has made their decision notify the Brazoria County Tax office with a copy of the minutes. Also, include the property Tax Account number in your reply.

If you have any questions, please contact me at 979-864-1329

Kind Regards,

Jona Filipp

Jona Filipp

Resale Meeting of July 25, 2017

Account Number	Precinct	Amount	Approve	Reject	Comments
8110-2236-000	1	$1,400.00	X		
0493-0045-000	2	$7,150.00	X		
0493-0046-000	2	$4,920.00	X		
3690-0431-120	3	$2,500.00	X		
8238-0102-007	3	$2,408.00		X	
1534-0486-000	4	$2,500.00	X		
1534-0496-000	4	$2,500.00	X		
1535-0077-000	4	$5,335.00	X		
1546-2041-000	4	$1,800.00		X	
3100-0020-000	4	$1,160.00	X		
	ONLY APPROVE ACCOUNTS IN YOUR DISTRICT				

Tax Resale Property Information

RESALE MEETING OF: July 25, 2017

Legal Description:	EASTON (ALVIN) BLK 77 LOT 3 ACRES .4500
Physical Address:	1312 W LOBITT
Account Number:	3690-0431-120
In Trust To:	ALVIN ISD
Adjudged Value:	$29,160.00
Minimum Bid at Sale:	$15,762.85 $7,882.00-PR 12/2/14 $5,000.00-PR 2/2/16
Offer:	**$2,500.00**
Offer made by:	JIAN WANG
Sheriff's Deed Filed:	1/5/2010
Redemption Expiration:	7/5/2010
Post Judgment Taxes:	$2,009.78
Post Judgment Years:	2009-2010
City weed/demo liens:	$204.49
Land Value: (Current)	$29,160.00
Improvement Value:(Current)	$0.00
Previous Owner:	**MATEO HERNANDEZ, JR.**
Precinct:	3
School District:	ALVIN ISD

Vote:	**AYE**	**NAY**
R. Garrett	X	
C. Garner	X	
Judge Sebesta	X	
S. Adams	X	
Civil Div. Rep.	X	

Notes: PBFCM representative present

BID ANALYSIS

Cause Number:	42071	***Account Number:***	3690-0431-120
Offer Amount:	$2,500.00	***Value $:***	$29,160.00
Person Offering:	**JIAN WANG**	**Adjudged Value$:**	$29,160.00

Judgement Information

Taxing Entity	Tax Years	Amount Due
BC	1999-2008	$2,790.05
Alvin ISD	1999-2008	$10,467.91
Alvin Comm College	1999-2008	$1,587.30
Brazoria County C&R Dist #3	1999-2008	$864.67
City of Alvin	1999-2008	$5,604.10
		$21,314.03

Costs

Court Costs	$655.00	Sheriff Fees	$692.41
Publication Fees	$163.80	Research Fees	$175.00
Ad Litem		Recording fee's	$24.00
Liens	$204.49	Certified Mail	
Cost of Deed		**Deed file date**	
	Total	$1,914.70	

Post Judgement Information

Taxing Entity	Tax Year's	
BC	2009-2010	$303.86
Alvin ISD	2009-2010	$890.24
Alvin Comm College	2009-2010	$136.42
Brazoria County C&R Dist #3	2009-2010	$106.84
City of Alvin	2009-2010	$572.42
	Post Judgment Total	$2,009.78

Proposed Distribution	**Offer Amount**	**Costs**
	$2,500.00	$1,914.70
	Net to Distribute $	$585.30

BC	13.09%	$76.62
Alvin ISD	49.11%	$287.46
Alvin Comm College	7.45%	$43.59
Brazoria County C&R Dist #3	4.06%	$23.74
City of Alvin	26.29%	$153.89

1 Property with Geographic ID matching "36900431120"

EASTON (ALVIN) BLK 77 LOT 3

Property ID 206104

Geo ID 3690-0431-120

Owned by ALVIN ISD IN TRUST

Address 1312 W LOBITT , ALVIN

Full Details

1 Property with Geographic ID matching "36900431120"

EASTON (ALVIN) BLK 77 LOT 3

Property ID 206104

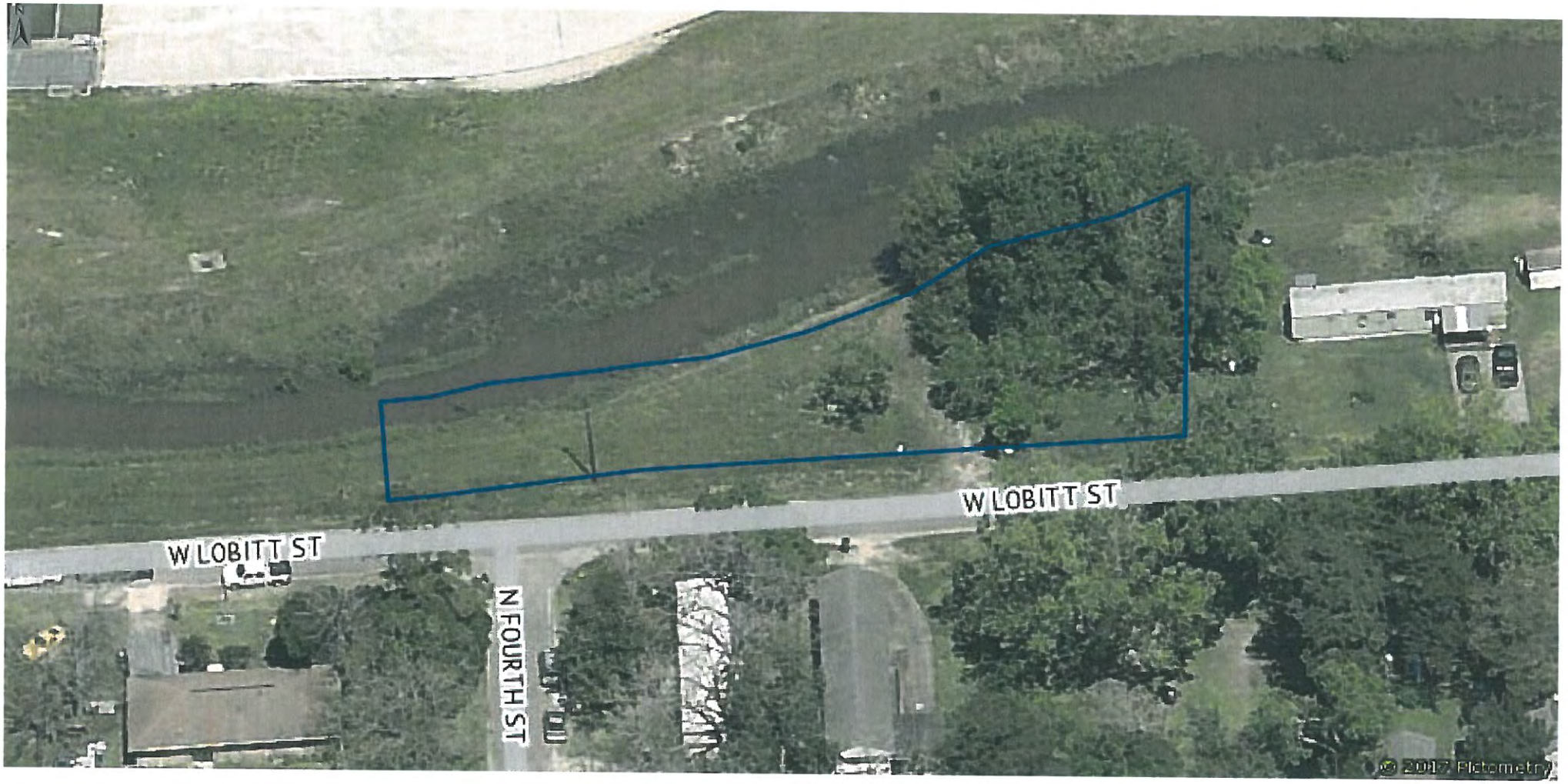
Geo ID 3690-0431-120

Owned by ALVIN ISD IN TRUST

Address 1312 W LOBITT , ALVIN

Full Details

3690-0431-120 PCT. 3



03/30/2017

AGENDA COMMENTARY

Meeting Date: 8/17/2017

Department: Police **Contact:** Chief Robert E Lee

Agenda Item: Consider an Interlocal Agreement with the Gulf Coast Regional 9-1-1 Emergency Communications District; and authorize the City Manager to sign.

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

Summary: In order for the City of Alvin (Alvin Police Department) to maintain and operate a Public Safety Answering Point (PSAP) in the Gulf Coast Regional 9-1-1 Emergency Communication District program region, an interlocal agreement must be in place. The scope of the interlocal, in brief, is that the 9-1-1 system (equipment/software) will be provided by the Gulf Coast Regional 9-1-1 Emergency Communication District and in return the Police Department will staff the PSAP 24 hours a day 7 days a week, routinely test the equipment to insure readiness and operability, train PSAP answer point staff adequately for the task and to keep Gulf Coast Regional 9-1-1 apprised of equipment status and operability, etc. The interlocal agreement will need to be renewed every two years.

This interlocal was previously named "Interlocal Agreement for E9-1-1 Public Safety Answering Point Services" and was made with the Houston-Galveston Area Council (H-GAC). This current agreement is still with H-GAC just under the new title of the Gulf Coast Regional 9-1-1 Emergency Communication District. Previous agreements were signed in 2013 and 2015.

Staff recommends approval.

Funding Expected: Revenue ___ Expenditure __ N/A ___ **Budgeted Item:** Yes___ No ___ N/A___

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

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

Supporting documents attached:

- Gulf Coast Regional 9-1-1 Emergency Communications District Interlocal Letter of Agreement.

Recommendation: Move to approve an Interlocal Agreement with the Gulf Coast Regional 9-1-1 Emergency Communications District; and authorize the City Manager 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 ☒

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Gulf Coast Regional 9-1-1 Emergency Communications District

INTERLOCAL LETTER OF AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered by and between the Gulf Coast Regional 9-1-1 Emergency Communications District, hereinafter referred to as Gulf Coast Regional 9-1-1 Emergency Communications District, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and the **City of Alvin Police Department**, having its principal place of business at 1500 S Gordon St, Alvin, TX 77511-3451.

WITNESSETH:

WHEREAS, Gulf Coast Regional 9-1-1 Emergency Communications District is a regional emergency communications district and political subdivision of the State of Texas organized under the Chapter 772, Subchapter H, of the Health and Safety Code.

WHEREAS, the "City of Alvin Police Department" that operates a Public Safety Answering Point (PSAP) in the Gulf Coast Regional 9-1-1 Emergency Communications District program region.

WHEREAS, City of Alvin Police Department hereby agrees to perform the scope of services outlined in Article 5 as hereinafter specified in accordance with the Agreement, and

WHEREAS, under the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, Gulf Coast Regional 9-1-1 Emergency Communications District and the "City of Alvin Police Department" are authorized to enter agreements to perform governmental functions and services, and under Texas City of Alvin Police Department Code § 391.005, H-GAC and the "City of Alvin Police Department" are authorized to contract together for Gulf Coast Regional 9-1-1 Emergency Communications District to perform certain services for the "City of Alvin Police Department"

NOW, THEREFORE, Gulf Coast Regional 9-1-1 Emergency Communications District and the "City of Alvin Police Department" do hereby agree as follows:

ARTICLE 1 LEGAL AUTHORITY

The "City of Alvin Police Department" warrants and assures Gulf Coast Regional 9-1-1 Emergency Communications District that it possesses adequate legal authority to enter into this Agreement. Gulf Coast Regional 9-1-1 Emergency Communications District assures the "City of Alvin Police Department" that it possesses adequate legal authority to enter into the Agreement.

ARTICLE 2 APPLICABLE LAWS

Gulf Coast Regional 9-1-1 Emergency Communications District and the "City of Alvin Police Department" agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances, and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3 WHOLE AGREEMENT

The Interlocal Agreement and Attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 4 PERFORMANCE PERIOD

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This Agreement is in effect as of the date both the City of Alvin Police Department and Gulf Coast Regional 9-1-1 Emergency Communications District have executed the Agreement and shall continue for a period of two (2) years, unless terminated earlier as provided for in this Agreement. Thereafter, this Agreement shall automatically renew each year on the anniversary of the Effective Date until either Party provides written notice of termination to the other no less than sixty (60) days prior to the end of the current term.

The obligations of the City of Alvin Police Department, including its obligation to pay Gulf Coast Regional 9-1-1 Emergency Communications District for all costs incurred under this Agreement prior to such notice shall survive such cancellation, as well as any other obligation incurred under the Agreement, until performed or discharged by the City of Alvin Police Department.

ARTICLE 5 SCOPE OF SERVICES

The City of Alvin Police Department agrees to:

- Operate and maintain the City of Alvin Police Department PSAP(s) located at 1500 S Gordon St;
- Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and
- Cooperate with Gulf Coast Regional 9-1-1 Emergency Communications District in providing and maintaining suitable PSAP space meeting all technical requirements.
- Comply with all applicable law, and Gulf Coast Regional 9-1-1 Emergency Communications District policies, as they pertain to the 9-1-1 Program administered by Gulf Coast Regional 9-1-1 Emergency Communications District, in providing the following deliverables to this agreement. To the extent that Gulf Coast Regional 9-1-1 Emergency Communications District policies are not consistent with applicable law, the applicable law prevails;

Ownership, Transference & Disposition of Equipment

- The Gulf Coast Regional 9-1-1 Emergency Communications District and the City of Alvin Police Department shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds
- The Gulf Coast Regional 9-1-1 Emergency Communications District shall establish ownership of all 9-1-1 equipment located within the City of Alvin Police Department's jurisdiction. The Gulf Coast Regional 9-1-1 Emergency Communications District may maintain ownership, or it may agree to transfer ownership to the City of Alvin Police Department according to established policy.
- The City of Alvin Police Department shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.
- Ownership and transfer-of-ownership documents shall be prepared by the Gulf Coast Regional 9-1-1 Emergency Communications District and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts.
- Replacement insurance on 9-1-1 equipment shall be purchased and maintained by City of Alvin Police Department and proof of insurance shall be provided upon request.
- The Gulf Coast Regional 9-1-1 Emergency Communications District shall be reimbursed by the City of Alvin Police Department for any damage to 9-1-1 equipment other than ordinary wear and tear.

Inventory

- The Gulf Coast Regional 9-1-1 Emergency Communications District shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

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- All 9-1-1 equipment shall be tagged with identification labels.

- Any lost or stolen 9-1-1 equipment shall be reported to the Gulf Coast Regional 9-1-1 Emergency Communications District as soon as possible.

Security

The City of Alvin Police Department shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

Training

The City of Alvin Police Department shall notify the Gulf Coast Regional 9-1-1 Emergency Communications District of any new 9-1-1 call takers and schedule for applicable training as soon as possible.

Operations

The City of Alvin Police Department shall:

- Designate a PSAP supervisor and provide related contact information to the Gulf Coast Regional 9-1-1 Emergency Communications District;

- Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the Gulf Coast Regional 9-1-1 Emergency Communications District;

- Coordinate with the Gulf Coast Regional 9-1-1 Emergency Communications District and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

- Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;

- Assist the Gulf Coast Regional 9-1-1 Emergency Communications District in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the Gulf Coast Regional 9-1-1 Emergency Communications District for quality assurance;

- Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

- Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;

- Log all trouble reports and make copies available to the Gulf Coast Regional 9-1-1 Emergency Communications District as required by the Gulf Coast Regional 9-1-1 Emergency Communications District;

- Make no changes to 9-1-1 equipment, software or programs without prior written consent from the Gulf Coast Regional 9-1-1 Emergency Communications District.

ARTICLE 6: PERFORMANCE MONITORING

Gulf Coast Regional 9-1-1 Emergency Communications District reserves the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The City of Alvin Police Department agrees to fully cooperate with all monitoring requests from the Gulf Coast Regional 9-1-1 Emergency Communications District.

In Process

DocuSign Envelope ID: 16FEDA1E-EAF5-4BA0-B310-A3EE0F20AC3F

ARTICLE 7: PROCUREMENT

Gulf Coast Regional 9-1-1 Emergency Communications District may purchase, lease, or otherwise procure, on City of Alvin Police Department's behalf, the 9-1-1 software and services as needed to support the Scope of Services in this agreement.

Gulf Coast Regional 9-1-1 Emergency Communications District and the City of Alvin Police Department agree to use competitive procurement practices and procedures similar to those required by state law for cities or counties, as well as the Houston-Galveston Area Council (H-GAC) procurement practices and procedures.

ARTICLE 8: RECORDS

The City of Alvin Police Department will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the City of Alvin Police Department for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles. Gulf Coast Regional 9-1-1 Emergency Communications District or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the City of Alvin Police Department, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

ARTICLE 9: CONFIDENTIALITY

The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act.
The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

The City of Alvin Police Department or its duly authorized representative will notify Gulf Coast Regional 9-1-1 Emergency Communications District upon receipt of any requests for information.

This instrument, in duplicate originals, has been executed by the parties hereto as follows:

Contractor		**GCRECD**	
Signature		Signature	DocuSigned by: Jack Steele 9570E9F825CD4FA...
Name	Serena Breland	Name	Jack Steele
Title		Title	Executive Director
Date		Date	8/9/2017

AGENDA COMMENTARY

Meeting Date: 8/17/2017

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

Agenda Item: Consider approval of Ordinance 17-P, amending Chapter 20, Streets and Sidewalks, of the Code of Ordinances by adding a new Article V. "Network Nodes" for the purpose of updating the city's Right-of-Way Management Ordinance and adopting a design manual to comply with Chapter 284 of the Texas Local Government Code; providing a severability clause; providing a savings clause; providing an effective date; and setting forth other provisions related thereto.

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

Summary: The City of Alvin is responsible to maintain and operate the roadways and provide access to the right of way on behalf of the citizens of Alvin. The ROW ordinance established the authority of the city to regulate the ROW, provides a framework for a right of way permitting process and establishes the authority of the city to regulate the ROW. Without this regulation, the placement of facilities within the ROW would conflict with the primary uses of the ROW and would reduce the efficient use of limited space for facilities.

This new article will address the recent changes to the legislative landscape which inhibits cities from regulating small cell towers in the public right of way. These "micro" facilities are more numerous and targeted than traditional cell towers. The expansion of small cell networks is expected to continue to increase. The recently passed Chapter 284 of the Local Government Code is onerous to cities since it:

- Preempts local authority to regulate the ROW;
- Allows easy deployment from cell phone providers;
- Limits fees cities can collect;
- Allows attachments on any type of pole;
- Allows attachments on existing poles; and allows adding new poles to attach network nodes.

The legislation does allow cities to adopt a design manual that includes additional installation and construction details. Staff has prepared a Wireless Services Design Manual that includes guidelines to assist wireless service providers with their design of facilities in Alvin public right of way. The manual provides additional guidance for providers and will supplement the ordinance.

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 X **Date Completed:** 8/16/17

Supporting documents attached:

- Ordinance 17-P with attached Exhibits A & B
- Exhibit A - City of Alvin, Texas, Wireless Services (Small Cells) Design Manual ("the Design Manual")

- Exhibit B - Pole Agreement

Recommendation: Move to approve Ord 17-P, amending Chapter 20, Streets and Sidewalks, of the Code of Ordinances by adding a new Article V. "Network Nodes" for the purpose of updating the City's Right-of-Way Management Ordinance and adopting a design manual to comply with Chapter 284 of the Texas Local Government Code; providing a severability clause; providing a savings clause; providing an effective date; and setting forth other provisions related thereto.

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

ORDINANCE NO. 17-P

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 20, STREETS AND SIDEWALKS, OF THE CODE OF ORDINANCES BY ADDING A NEW ARTICLE V. "NETWORK NODES" FOR THE PURPOSE OF UPDATING THE CITY'S RIGHT-OF-WAY MANAGEMENT ORDINANCE AND ADOPTING A DESIGN MANUAL TO COMPLY WITH CHAPTER 284 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City of Alvin, Texas ("City") recognizes that the State of Texas has delegated to the City the fiduciary duty, as a trustee, to manage the public right-of-way for the health, safety, and welfare of the public to Texas municipalities; and

WHEREAS, during the 2017 legislative session, the Texas Legislature adopted Senate Bill 1004; and

WHEREAS, Senate Bill 1004 added Chapter 284 to the Local Government Code to regulate the deployment of network nodes for wireless services in public right-of-way; and

WHEREAS, Chapter 284 of the Texas Local Government Code ("the Code") allows certain wireless network providers to install in the public rights-of-way their wireless facilities, described and defined in Section 284.002 of the Code as "Micro Network Nodes," "Network Nodes," and "Node Support Poles;" and

WHEREAS, as expressly allowed by Section 284.108 of the Code and pursuant to its police power authority reserved in Sec. 284.301 of the Code, the City desires to enact a *City of Alvin, Texas, Wireless Services (Small Cells) Design Manual* ("the Design Manual") in order to meet its fiduciary duty to the citizens of the City, and to give assistance and guidance to wireless telecommunications network providers to assist such companies in the timely, efficient, safe and aesthetically pleasing installation of technologically competitive equipment; and

WHEREAS, the City Council desires to approve a *Pole Attachment Agreement* by which wireless telecommunication network providers may attach and collocate their network nodes on city service and utility poles subject to the Code, the Design Manual, and the City Right-of-Way Management Ordinance. **NOW THEREFORE,**

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

Section 1. The foregoing recitals are adopted and incorporated into this ordinance as findings of fact.

Section 2. The City Council hereby further finds and determines that the rules, regulations, terms, conditions, provisions and requirements of this ordinance are reasonable and necessary to protect the public's safety and welfare.

Section 3. The City Council hereby approves the *City of Alvin, Texas, Wireless Services (Small Cells) Design Manual* ("the Design Manual", which is attached here as Exhibit "A."

Section 4. The City Council hereby approves the *Pole Attachment Agreement*, which is attached here as Exhibit "B."

Section 5. That the Code of Ordinances, City of Alvin, Texas, Chapter 20, Streets & Sidewalks is hereby amended by adding a new article to read as follows:

"Chapter 20

. . .

ARTICLE V. NETWORK NODES

Sec. 20-43. Adoption of the Design Manual for the Installation of Network Nodes and Node Support Poles.

The City of Alvin's Design Manual for the Installation of Network Nodes and Node Support Poles pursuant to Texas Local Government Code, Chapter 284, is adopted to ensure that the City meets its fiduciary duty to the citizens of Alvin, and to give assistance and guidance to wireless telecommunications providers to assist such companies in the timely, efficient, safe and aesthetically pleasing installation of technologically competitive equipment.

Section 6. Items not covered by this ordinance. Any item not covered by this ordinance and required by law shall be governed by the Texas Local Government Code and any other applicable state statute.

Section 7. Fees. The city council may create a schedule of fees for obtaining or renewing a wireless network permit pursuant to Chapter 284 of the Texas Local Government Code. These fees will be in amounts sufficient to cover the city's costs in issuing and renewing the permits, including, but not limited to, staff time and other overhead costs. These fees shall be adopted and placed in Chapter 28 of the Code of Ordinances.

Section 8. **Enforcement.** The city shall have the power to administer and enforce the provisions of this chapter as may be required by governing law including those remedies found in Chapter 284 of the Texas Local Government Code.

Section 9. **Governing Law.** This Ordinance shall be construed in accordance with Chapter 284 of the Texas Local Government Code ("the Code") to the extent not in conflict with the Constitution and laws of the United States or of the State of Texas.

Section 10. All other ordinances or parts of ordinances inconsistent or in conflict herewith, or to the extent of such inconsistency or conflict are hereby repealed.

Section 11. **Severability.** Should any section or part of this ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 12. **Savings Clause.** All rights and remedies of the City are expressly saved as to any and all violations of the provisions of any ordinances affecting alcohol regulations within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 13. **Publication.** The City Clerk of the City of Alvin is hereby directed to publish this ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by the Charter of the City of Alvin, Texas.

Section 14. It is hereby officially found and determined that the meeting at which this Ordinance was considered was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

Section 15. **Effective Date.** This Ordinance shall become effective on September 1, 2017.

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

ATTEST:

By: _____
Dixie Roberts, City Secretary

CITY OF ALVIN, TEXAS:

By: _____
Paul A. Horn, Mayor

EXHIBIT A

City of Alvin, Texas
Wireless Services (Small Cells) Design Manual

I. Purpose

A. The City of Alvin, Texas ("City") recognizes that the State of Texas has delegated to the City the fiduciary duty, as a trustee, to manage the public Rights-of-Way for the health, safety, and welfare of the public to Texas municipalities.

B. The City of Alvin encourages the deployment of state-of-the-art small cell wireless technology within the City for the many benefits it promises the citizens of Alvin including increased connectivity and reliable networks and services.

C. Chapter 284 of the Texas Local Government Code ("Chapter 284") allows certain wireless Network Providers to install in the public rights-of-way their wireless facilities, described and defined as "Micro Network Nodes," "Network Nodes," and "Node Support Poles."

D. As expressly allowed by Chapter 284, the City enacts this *Wireless Services (Small Cell) Design Manual* ("Design Manual") in order to meet its fiduciary duty to the citizens of the City, and to give assistance and guidance to wireless telecommunications providers to assist such companies in the timely, efficient, safe, and aesthetically pleasing installation of technologically competitive equipment.

E. The standards and procedures provided in this Design Manual are adopted to protect the health, safety, and welfare of the public by minimizing and reducing impacts to public safety within the City's Rights-of-Way and to minimize and reduce impacts to the City, its residents and visitors; and for the general health and welfare of the public.

F. This Design Manual shall apply to any sitings, installations, collocations in, on, over or under the public rights-of-way of Network nodes, Node support poles, Micro network nodes, Distributed Antenna Systems, microwave communications, or other Wireless Facilities, by whatever nomenclature, whether they are installed pursuant to Chapter 284, or installed pursuant to an agreement as agreed to and consented to by the City in its discretion, or installed as may otherwise be allowed by state law.

G. Providers shall adhere to the requirements found in Chapter 20, Streets and Sidewalks, of the City's Code of Ordinances, and this Design Manual for the placement of their facilities within the City's Right-of-Way.

II. Definitions

The definitions as used in Chapter 284 shall be used in this Design Manual, unless otherwise noted in this section. For purposes of this Design Manual, the following terms shall have the same meanings herein.

A. *"Abandon"* and its derivatives means the network nodes and node support poles, or portion thereof, that have been left by Provider in an unused or non-functioning condition for more than 120 consecutive days unless, after notice to Provider, Provider has established to the reasonable satisfaction of the City that the network nodes and node support poles, or portion thereof, has the ability to provide communications.

B. *"Building Board of Adjustments and Appeals"* means the five (5) member board appointed by City Council for the City of Alvin.

C. *"City"* means the City of Alvin, Texas and the City's officers and employees.

D. *"Park"* means the various properties under the direction, control, and supervision of the City's Director of the Parks and Recreation Department, pursuant to the authority granted by City Council and the City Code of Ordinances.

E. *"Traffic Signal"* means any device, whether manually, electrically, or mechanically operated by which traffic is alternatively directed to stop and to proceed.

III. Permitting

3.1 Attachment to Existing Poles.

Existing Utility Poles (electric poles or telephones poles), shall be the preferred support facility for Network Nodes and related ground equipment. Prior to installation or modification of a network node or node support pole, Provider shall complete and submit to the City a Right-of-Way Permit application, along with standard required documents and the following items:

A. Permit fee, as authorized by Chapter 284.

B. Aerial map showing the location of the existing pole to which the network node is proposed to be attached, and a street view image.

C. Plans and drawings prepared by a professional engineer licensed in the State of Texas that has evaluated the existing pole or infrastructure for structural stability to carry proposed network nodes and can bear the wind load without pole modification or whether the installation will require pole re-enforcement. If pole re-enforcement is necessary, Provider shall provide engineering design and specification drawings for the proposed alteration to the existing pole. Any pole re-enforcement or replacement shall be at Provider's sole cost. All re-enforcement or replacement poles shall match the character of the pre-existing pole in order to blend into the surrounding environment and be visually unobtrusive. City reserves the right to deny a certain type of pole due to its differences.

D. Scaled dimensioned drawings or pictures of the proposed attachments of the network node to the existing poles or structures as well as any other proposed equipment associated with the proposal, indicating the spacing from existing curb, driveways, sidewalk, and other existing light poles and any other poles or appurtenances. This shall include a before-and-after image of the pole and all proposed attachments and associated standalone equipment.

E. Scaled dimensioned construction plans indicating the current Right-of-Way line and showing the proposed underground conduit and equipment, and its spacing from existing utilities. The drawings shall also show a sectional profile of the Right-of-Way and identify all existing utilities and existing utility conflicts.

F. If a City pole is proposed, the City pole ID number shall be provided.

G. The applicant needs to provide analysis that the proposed network node shall not cause any interference with City public safety radio system, traffic signal light system, or other communications components. It shall be the responsibility of the Provider to evaluate, prior to making the application for the permit, the compatibility between the existing City infrastructure and the Provider's proposed infrastructure. A network node shall not be installed in a location that causes any interference. Network nodes shall not be allowed on City's public safety radio infrastructure.

H. A traffic control plan, SWPPP, and trench safety plan may also be required based on the proposed scope of work.

I. The City issued Right-of-Way permit authorizes use of its Right-of-Way. Providers/applicants are responsible for obtaining permission on non-city-owned infrastructure. If the project lies within the State Right-of-Way, the applicant must provide evidence of a permit from the State.

J. Notification to adjacent residential developments/neighborhoods within three hundred (300) feet is required on all node attachments on City infrastructure.

The proposal shall comply with the following standards:

A. Any facilities located off pole must remain in cabinetry or enclosed structure underground, except for the electric meter pedestal. Facilities on pole shall be concealed or enclosed as much as possible in an equipment box, cabinet, or other unit that may include ventilation openings. There shall be no external cables or electric wire/cables on pole or structures or aerial wires or cables extending from the pole or structure.

B. The electrical meter **shall not** be mounted on a City's metal pole or structure. Provider shall use 240 voltage when connecting to any City infrastructure and provide key to meter upon inspection.

C. All attachments to a pole that are projecting, or any equipment or appurtenance mounted on the ground, shall comply with TAS, ADA and shall not obstruct an existing or planned sidewalk or walkway.

D. All proposed projecting attachments to the pole shall provide a minimum vertical clearance of eight (8) feet. If any attachments are projecting towards the street side, for the safety and protection of the public and vehicular traffic, the attachment shall provide a minimum vertical clearance of no less than 16 feet above the ground. In addition, no protrusions from the outer circumference of the existing structure or pole shall be more than two (2) feet.

E. The color of the network nodes shall match the existing pole color such that the network nodes blend with the color of the pole to the extent possible. City reserves the right to deny a certain style of node due to its difference in color to pole. Colors must be in strict accordance with the City's rights-of-way management ordinance, corridor land use ordinance, and other applicable ordinances, except to the extent inconsistent with Chapter 284.

F. There shall be no other pole, with small cell attachments permitted within 300 feet of the subject pole, and there shall be no more than one (1) network node on any one pole.

3.2 Installation of New Poles.

Prior to installation or modification of a node support pole, Provider shall complete and submit to the City a permit application for the new pole, as well as a Right-of-Way Permit application. Along with standard required documents, the following items will also be required for the ROW Permit application:

A. Permit fee, as authorized by Chapter 284.

B. Map showing intended location of the node support pole. Aerial map showing the location of the proposed new pole, and a street view image.

C. The applicant will need to provide analysis showing that the proposed new node support pole is spaced at least three hundred (300) linear feet from another existing pole that is capable of supporting network nodes along the proposed location, unless otherwise approved by the City in writing.

D. Scaled dimensioned drawings or pictures of the proposed node support pole as well as any other proposed equipment associated with the proposal, indicating the spacing from existing curb, driveways, sidewalk, light poles, and any other poles or appurtenances. This shall include a before-and-after street view image. The after-image needs to include the proposed pole and all proposed attachments and associated standalone equipment.

E. Scaled dimensioned construction plans indicating the current Right-of-Way line and showing the proposed underground conduit and equipment, its spacing from existing lines. The drawings shall also show a sectional profile of the Right-of- Way and identify all existing utilities and existing utility conflicts.

F. A traffic control plan, SWPPP, and trench safety plan may also be required based on the proposed scope of work.

G. The applicant needs to provide analysis that the proposed network node shall not cause any interference with City public safety radio system, traffic signal light system, or other communications components. It shall be the responsibility of Provider to evaluate, prior to making application for permit, the compatibility between the existing City infrastructure and Provider's proposed infrastructure. A network node shall not be installed in a location that causes any interference. Network nodes shall not be allowed on City's public safety radio infrastructure.

H. If the project lies within the State Right-of-Way, the applicant must provide evidence of a permit from the State. The City issued Right-of-Way permit authorizes use of its Right-of-Way. Providers/applicants are responsible for obtaining permission on non-city-owned infrastructure. If the project lies within the State Right-of-Way, the applicant must provide evidence of a permit from the State.

I. Notification to adjacent residential developments/neighborhoods within 300 feet is required on all node support poles owned by provider.

The proposal shall comply with the following standards:

A. Any facilities located off pole must remain in cabinetry or enclosed structure underground. Facilities on pole shall be concealed or enclosed as much as possible in an equipment box, cabinet, or other unit that may include ventilation openings. There shall be no external cables or electric wire/cables on pole or structures or aerial wires or cables extending from the pole or structure. The electrical meter shall not be mounted on City's poles or structures. Provider shall use 240 voltage when connecting to any City infrastructure and provide key to meter upon inspection.

B. The pole and all attachments to the pole that are projecting, or any equipment or appurtenance mounted on the ground shall comply with TAS, ADA and shall not obstruct an existing or planned sidewalk or walkway.

C. Wooden poles are prohibited. All new poles are required to be break-away and black powder-coated. All attachments for the network nodes shall also match the color of the network support pole. All network support poles shall match the

existing poles in the surrounding block or district in which the network support pole is located in order to blend into the surrounding environment and be visually unobtrusive. City reserves the right to deny a certain type of pole due to its differences.

D. Upon approval of the permit, the Provider shall call for locates. If City of Alvin Water Utility locates are needed, Provider is required to contact Alvin Water Utilities at http://www.Alvin-tx.gov

3.3 **Electrical Permit**.

A. Provider shall be responsible for obtaining any required electrical power service to the network nodes and node support poles or structures. Provider's electrical supply shall be separately metered from the City and must match City infrastructure voltage.

B. Provider shall provide City with the electrical permit and provide sealed engineered drawings for conduit size, circuit size, calculations for Amp, distances running, etc.

C. The City shall not be liable to the Provider for any stoppages or shortages of electrical power furnished to the network nodes, network node facilities, mode support poles, or ground equipment, including without limitation, stoppages or shortages caused by any act, omission, or requirement of the public utility serving the structure or the act or omission of any other tenant or Provider of the structure, or for any other cause beyond the control of the City.

IV. Network Node and Node Support Pole Requirements

4.1. **Installation**.

Provider shall, at its own cost and expense, install the network nodes and node support poles in a good and workmanlike manner and in accordance with the requirements promulgated by the City's Right-of-Way Management Ordinance, the Design Manual, and all other applicable laws, ordinances, codes, rules and regulations of the City, the state, and the United States ("Laws"), as such may be amended from time to time. Provider's work shall be subject to the regulation, control and direction of the City. All work done in connection with the installation, operation, maintenance, repair, modification, and/or replacement of the network nodes and node support poles shall be in compliance with all applicable Laws.

4.2. **Inspections.**

A. The City may perform visual inspections of any network nodes and node support poles located in the Right-of-Way as the City deems appropriate without notice. If the inspection requires physical contact with the network nodes or node support poles, the City shall provide written notice to the Provider within

five (5) business days of the planned inspection. Provider may have a representative present during such inspection.

B. In the event of an emergency situation, the City may, but is not required to, notify Provider of an inspection. The City may take action necessary to remediate the emergency situation and the City shall notify Provider as soon as practically possible after remediation is complete.

4.3. **Placement.**

A. *Parks.* Placement of network nodes and node support poles in any Parks, Park roads, sidewalk, or park property (reflected in the map attached hereto as Exhibit A), is prohibited unless such falls within the definition of Public Right-of-Way in Chapter 284 of the Texas Local Government Code and the placement complies with applicable Laws, private deed restrictions, and other public or private restrictions on the use of the Park.

B. *City Infrastructure.* Provider shall neither allow nor install network nodes or node support poles on any City property that falls outside the definition of Public Right-of-Way in Chapter 284 of the Texas Local Government Code.

C. *Residential Streets.* Provider shall neither allow nor install network nodes or node support poles in Rights-of-Way that are adjacent to a street or thoroughfare that is not more than 50 feet wide and adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

D. *Historic District or Design District with Decorative Poles.* Provider shall neither allow nor install network nodes or node support poles or on Decorative Poles in Rights-of-Way that are within a Historic or Design District (reflected in the map attached hereto as Exhibit A), as defined by Chapter 284 of the Texas Local Government Code, unless approved by the City in writing. If approved, the City shall require reasonable design or concealment measures for the network nodes or node support poles. Any request for installations in a Design District with Decorative Poles or in a Historic District, must be accompanied with proposed concealment measures in the permit applications, including the feasibility of using camouflage measures to improve the aesthetics of the network nodes, node support poles, or related ground equipment, or any portion of the nodes, poles, or equipment, to minimize the impact to the aesthetics in Design Districts or in an Historic District.

E. *Poles.* Wireless Facilities on a node support poles shall be installed at least eight (8) feet above the ground. If any attachments are projecting towards the street side, it shall provide a minimum vertical clearance of sixteen (16) feet.

F. *Right-of-Way.* Node support poles and ground equipment shall be placed, as much as possible, within two (2) feet of the outer edge of the Right-of-

Way line. Node support poles and ground equipment or network nodes shall not impede pedestrian or vehicular traffic in the Right-of-Way. If a node support pole and ground equipment or network node is installed in a location that is not in accordance with the plans approved by the City and impedes pedestrian or vehicular traffic or does not comply or otherwise renders the Right-of-Way non-compliant with applicable Laws, including the American Disabilities Act, then Provider shall remove the node support poles, ground equipment or network nodes.

G. The most preferable placement of network nodes and node support poles are in industrial areas, highway rights-of-way, and in retail and commercial areas, if those areas are not adjacent to a municipal park, residential area, historic district or design district.

H. The City, by its discretionary consent and by agreement, may grant exceptions to the above prohibited locations, but only in a non-exclusive, and non-discriminatory manner, as allowed or required by Chapter 284.

4.4 **Fiber Connection**.

A. Provider shall be responsible for obtaining access and connection to fiber optic lines or other backhaul solutions that may be required for its node support poles or network nodes.

B. At locations where the fiber optic cable will cross other subsurface utilities or structures, the cable must be installed to provide a minimum of twelve (12) inches of vertical clearance between it and the other subsurface utilities or structures, while still maintaining the other applicable minimum depth requirement. To maintain the minimum depth requirement, the cable must be installed under the existing utility. If the minimum twelve (12) inch clearance cannot be obtained between the proposed cable facility and the existing utility, the fiber optic cable must be encased in steel pipe of avoid future damage.

4.5 **Existing Water Lines.**

No communication lines shall be placed on top of a water line but may be placed to the side of a water line at least four (4) feet from the center line of the water line. When crossing a water line, a twelve (12) inch vertical or horizontal clearance must be maintained. Poles must be at least three (3) feet from a water line.

4.6 **Existing Sewer Lines**.

No communication lines shall be placed on top of a sewer line but may be placed to the side of a sewer line at least four (4) feet from the center line of the sewer line. When crossing a sewer line, a twelve (12) inch vertical or horizontal clearance must be maintained. Poles must be at least three (3) feet from a sewer line.

4.7 **Existing Storm Drainage Lines.**

No communication lines shall be placed on top of a storm drainage line but may be placed to the side of a storm drainage line at least four (4) feet from the center line of the storm drainage line. When crossing a storm drainage line, a twelve (12) inch vertical or horizontal clearance must be maintained. Poles must be at least three (3) feet from a storm drainage line.

4.8 **Generators.**

Provider shall not allow or install generators or back-up generators in the Right-of-Way, in accordance with Chapter 284.

4.9 **Equipment Dimensions.**

Provider's node support poles and network nodes shall comply with the dimensions set forth in Chapter 284.

4.10 **Tree Maintenance.**

Tree maintenance shall be in strict accordance with the City's Right-of-Way Management Ordinance, and other applicable ordinances, except to the extent inconsistent with Chapter 284. Provider, its contractors, and agents shall obtain written permission from the City before trimming trees hanging over its node support poles and network nodes to prevent branches of such trees from contacting node support poles and network nodes. When directed by the City, Provider shall trim under the supervision and direction of the Parks Director. The City shall not be liable for any damages, injuries, or claims arising from Provider's actions under this section.

4.11 **Signage.**

Signage shall be in strict accordance with the City's Right-of-Way Management Ordinance, and other applicable ordinances, except to the extent inconsistent with Chapter 284.

A. Provider shall post its name, location identifying information, and emergency telephone number in an area on the cabinet of the node support poles and network nodes that is visible to the public. Signage required under this section shall not exceed 4" x 6", unless otherwise required by law (e.g. RF ground notification signs) or the City.

B. Except as required by Laws or by the utility pole owner, Provider shall not post any other signage or advertising on the node support poles and network nodes, or utility pole.

4.12 **Overhead Lines Prohibited.**

Provider shall neither allow nor install overhead lines connecting to node support poles. All overhead lines connecting to the node support pole where other overhead telecommunications or utility lines are or planned to be buried below ground as part of a project shall be buried below ground.

4.13 **Repair.**

Whenever the installation, placement, attachment, repair, modification, removal, operation, use, or relocation of the node support poles or network nodes, or any portion thereof is required and such installation, placement, attachment, repair, modification, removal, operation, use, or relocation causes any property of the City to be damaged or to have been altered in such a manner as to make it unusable, unsafe, or in violation of any Laws, Provider, at its sole cost and expense, shall promptly repair and return such property to its original condition within ten (10) calendar days. If Provider does not repair such property or perform such work as described in this paragraph, then the City shall have the option, upon fifteen (15) days' prior written notice to Provider or immediately if there is an imminent danger to the public, to perform or cause to be performed such reasonable and necessary work on behalf of Provider and to charge Provider for the reasonable and actual costs incurred by the City. Provider shall reimburse the City for the costs.

4.14 **Graffiti Abatement.**

A. Graffiti abatement shall be in strict accordance with the City's Right-of-Way Management Ordinance, and other applicable ordinances, except to the extent inconsistent with Chapter 284.

B. As soon as practical, but not later than fourteen (14) days from the date Provider receives notice thereof, Provider shall remove all graffiti on any of its node support poles and network nodes located in the Right of Way.

4.15 **Inventory.**

A. Provider shall maintain a list of its network nodes and node support poles and provide City an Inventory of locations within ten (10) days of installation. The Inventory of network nodes and node support poles shall include GIS coordinates, date of installation, City pole ID number (if applicable), type of pole used for installation, pole owner, and description/type of installation for each network node and node support pole installation.

B. Upon City's written request, Provider shall provide a cumulative Inventory within thirty (30) days of City's request. Concerning network nodes and node support poles that become inactive, the Inventory shall include the same information as active installations in addition to the date the network node and/or node support

pole was deactivated and the date the network node and/or node support pole was removed from the Right-of-Way. City may compare the Inventory to its records to identify any discrepancies.

4.16 **Reservation of Rights.**

A. The City reserves the right to install, and permit others to install, utility facilities in the Rights-of-Way. In permitting such work to be done by others, the City shall not be liable to Provider for any damage caused by those persons or entities.

B. The City reserves the right to locate, operate, maintain, and remove City traffic signal poles in the manner that best enables the operation of its traffic signal system and protect public safety.

C. The City reserves the right to locate, operate, maintain, and remove any City pole or structure located within the Right-of-Way in the manner that best enables the City's operations.

4.17 **Coordination of Traffic Signal Maintenance Activities and Emergency Response.**

Provider will provide City a key to each meter box at the time of inspection and have the ability to temporarily cut-off electricity to its facilities for the safety of maintenance personnel. In the event of failure of components of the traffic signal system for whatever reason, including damage resulting from vehicular collisions, weather related events, or malicious attacks, City will respond to restore traffic signal operations as a matter of public safety. Should the events that result in damage or failure of the traffic signal system also affect Provider's network nodes, Provider shall have the sole responsibility to repair or replace its network nodes and shall coordinate its own emergency efforts with the City.

V. Interference with Operations.

5.1 **No Liability**

A. The City shall not be liable to Provider for any damage caused by other Providers with Wireless Facilities sharing the same pole or for failure of Provider's network nodes for whatever reason, including damage resulting from vehicular collisions, weather related events, or malicious attacks.

B. The City shall not be liable to Provider by reason of inconvenience, annoyance or injury to the network nodes or node support poles or activities conducted by Provider therefrom, arising from the necessity of repairing any portion of the Right-of-Way, or from the making of any necessary alteration or improvements, in, or to, any portion of the Right-of-Way, or in, or to, City's fixtures, appurtenances or equipment. The City will use reasonable efforts not to cause material interference to Provider's operation of its network nodes or node support poles.

5.2 **Signal Interference with City's Communications Infrastructure Prohibited.**

A. No interference. In the event that Provider's network nodes interferes with the City's traffic signal system, public safety radio system, or other City communications infrastructure operating on spectrum where the City is legally authorized to operate, Provider shall promptly cease operation of the network nodes causing said interference upon receiving notice from the City and refrain from operating. Provider shall respond to the City's request to address the source of the interference as soon as practicable, but in no event later than twenty-four (24) hours of receiving notice.

B. Protocol for Responding to Event of Interference. The protocol for responding to events of interference will require Provider to provide the City an Interference Remediation Report that includes the following items:

1. Remediation Plan. Devise a remediation plan to stop the event of inference;

2. Time Frame for Execution. Provide the expected time frame for execution of the remediation plan; and

3. Additional Information. Include any additional information relevant to the execution of the remediation plan.

C. In the event that interference with City facilities cannot be eliminated, Provider shall shut down the network nodes and remove or relocate the network node that is the source of the interference as soon as possible to a suitable alternative location made available by City.

D. Following installation or modification of a network node, the City may require Provider to test the network node's radio frequency and other functions to confirm it does not interfere with the City's Operations.

VI. Abandonment, Relocation and Removal

6.1 **Abandonment of Obsolete Network Nodes and Node Support Poles.**

Provider shall remove network nodes and node support poles when such facilities are abandoned regardless of whether or not it receives notice from the City. Unless the City sends notice that removal must be completed immediately to ensure public health, safety, and welfare, the removal must be completed within the earlier of ninety (90) days of the network nodes and node support poles being abandoned or within ninety (90) days of receipt of written notice from the City. When Provider removes or abandons permanent structures in the Rights-of-Way, the Provider shall notify the City in writing of such removal or abandonment and shall file with the City the location and description of each network node or node support pole removed or

abandoned. The City may require the Provider to complete additional remedial measures necessary for public safety and the integrity of the Rights-of-Way.

6.2 **Relocation and Removal at Provider's Expense.**

1. Provider shall remove and relocate its network nodes and node support poles at its own expense to an alternative location not later than one hundred twenty (120) days after receiving written notice that removal, relocation, and/or alteration of the network nodes and/or node support poles is necessary due to:

    1. Construction, completion, repair, widening, relocation, or maintenance of, or use in connection with, any City construction or maintenance project or other public improvement project; or

    2. Maintenance, upgrade, expansion, replacement, removal or relocation of the City's pole or structure upon which Provider's network nodes are attached; or

    3. The network node or node support pole, or portion thereof, is adversely affecting proper operation of traffic signals, streetlights or other City property;

    4. Closure of a street or sale of City property; or

    5. Projects and programs undertaken to protect or preserve the public health or safety; or

    6. Activities undertaken to eliminate a public nuisance; or

    7. Provider fails to obtain all applicable licenses, Permits, and certifications required by Law for its network nodes or node support poles; or

    8. Duty otherwise arising from applicable law.

2. Provider's duty to remove and relocate its network nodes and node support poles at its expense is not contingent on the availability of an alternative location acceptable for relocation. City will make reasonable efforts to provide an alternative location within the Rights-of-Way for relocation, but regardless of the availability of an alternative site acceptable to Provider, Provider shall comply with the notice to remove its network nodes and node support poles as instructed.

3. The City may remove the network node and/or node support pole if provider does not remove such within one hundred twenty (120) days. In such case, Provider shall reimburse City for the City's actual cost of removal of its network nodes and node support poles within thirty (30) days of receiving the invoice from the City.

6.3 **Removal or Relocation by Provider.**

1. If the Provider removes or relocates at its own discretion, it shall notify the City in writing not less than ten (10) business days prior to removal or relocation. Provider shall obtain all Permits required for relocation or removal of its network nodes and node support poles prior to relocation or removal.

2. The City shall not issue any refunds for any amounts paid by Provider for network nodes and node support poles that have been removed.

6.4 **Restoration.**

Provider shall repair any damage to the Right-of-Way, and the property of any third party resulting from Provider's removal or relocation activities (or any other of Provider's activities hereunder) within ten (10) days following the date of such removal or relocation, at Provider's sole cost and expense, including restoration of the Right-of- Way and such property to substantially the same condition as it was immediately before the date Provider was granted a Permit for the applicable location, including restoration or replacement of any damaged trees, shrubs or other vegetation. Such repair, restoration and replacement shall be subject to the sole, reasonable approval of the City.

6.5 **Provider Responsible.**

Provider shall be responsible and liable for the acts and omissions of Provider's employees, temporary employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sub lessees, and subcontractors in connection with the performance of activities within the City's Right-of-Way, as if such acts or omissions were Provider's acts or omissions.

VII. Penalties and Remedies

7.1 Improperly located network node facilities, node support poles, and related ground equipment shall not impede pedestrian or vehicular traffic in the Rights-of-Way. If any network node facilities, node support poles or ground equipment is installed in a location that is not in accordance with the plans approved by the City, impedes pedestrian or vehicular traffic, or does not comply or otherwise renders the Right-of-Way non-compliant with applicable Laws, including the American Disabilities Act, then Network Provider shall promptly remove the Network Node facilities, Node Support Poles or ground equipment.

7.2 The City shall give Provider thirty (30) days' notice to remove and relocate the improperly located network facilities, node support poles or related ground equipment that are located in the incorrect permitted location. If not relocated, Provider shall be subject to a penalty of $500.00 per day until the network node facilities, node support poles, or related ground equipment are relocated to the correct area within the permitted location, regardless of whether or not the Provider's contractor, subcontractor, or vendor installed the network

node facilities, node support poles, or related ground equipment in strict conformity with the City Rights-of-way management ord., and other applicable ordnances concerning improperly located facilities in the rights-of-way.

VIII. Insurance, Indemnity, Bonding and Security Deposits

8.1 Insurance, bonding and security deposits shall be in strict accordance with the City's Right-of-Way Management Ordinance, and other applicable ordinances, except to the extent inconsistent with Chapter 284.

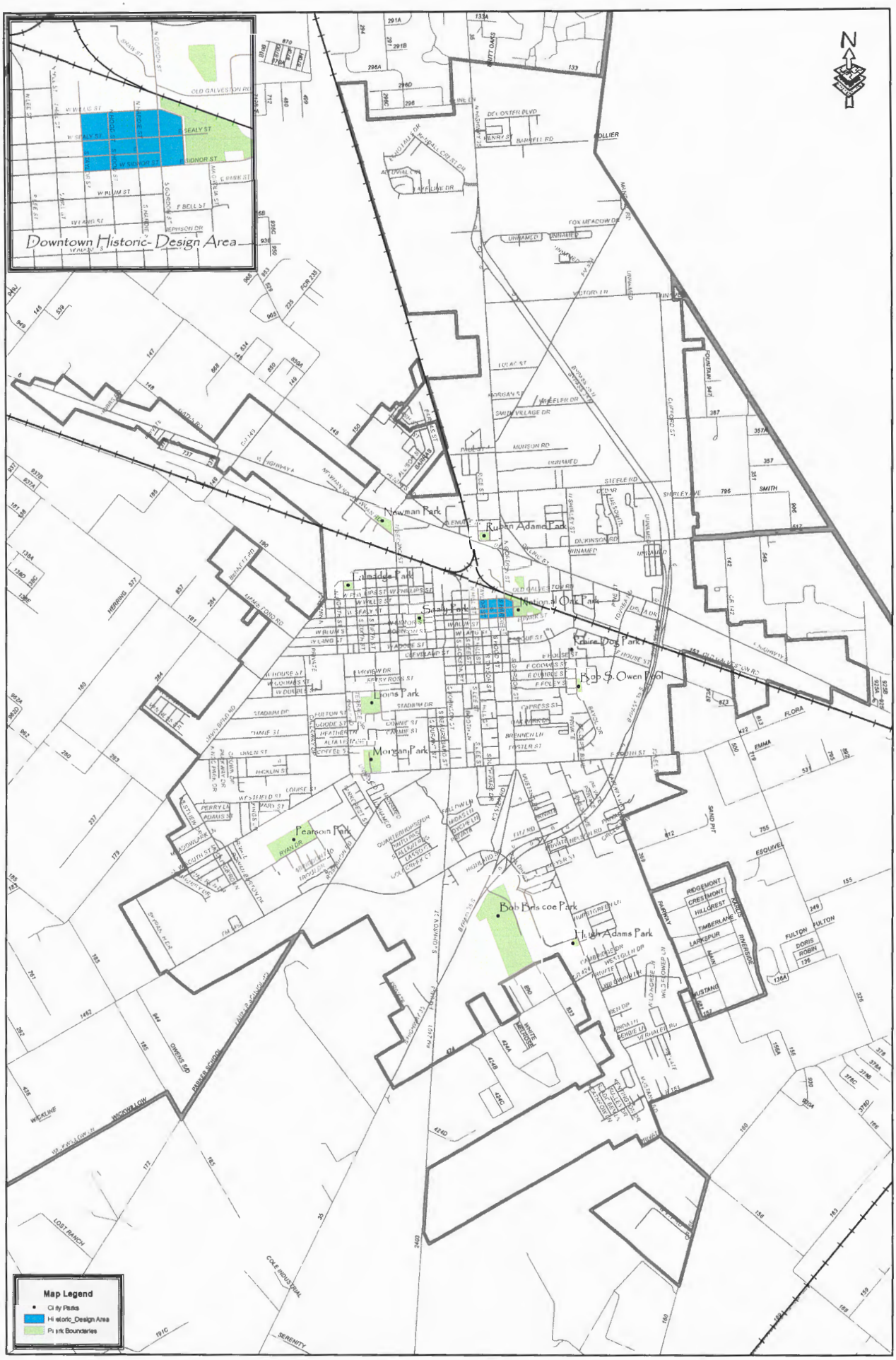
8.2 Indemnity shall be in accordance with Chapter 284, as provided for in Section 283.057 (a) and (b) of the Texas Local Government Code.

IX. Administrative Hearing – Request for Exemption

9.1 Should the Provider desire to deviate from any of the standards set forth in the Design Manual, the Provider may request a Hearing before the Building Board of Adjustments and Appeals (the "BBOAA"). The process for an application, hearing and vote shall follow the process set out for a variance, in accordance with applicable City ordinances.

X. Design Manual – Updates

10.1 Placement or Modification of Micro Network Node, Network Node, Node Support Pole, Transport Facility, and elated ground equipment shall comply with the City's Design Manual at the time the Permit for installation or modification is approved, and as amended from time to time.



Communication Node Ordinance Map

EXHIBIT A

EXHIBIT B

TEXAS LOCAL GOVERNMENT CODE CHAPTER 284

POLE ATTACHMENT AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

THIS AGREEMENT is made and entered into pursuant to Section 284.056, Section 284.201, and Section 284.301 of the Texas Local Government Code, effective this _____ day of _____20___, by and between the CITY OF ALVIN, TEXAS, hereinafter called "the City," and _____, hereinafter called "the Network Provider," and is as follows:

WHEREAS, the Network Provider is a wireless telecommunications *network provider* as that term is defined in Section 284.002 of the Texas Local Government Code ("the Code"); and

WHEREAS, the City owns certain public rights-of-way with service and or utility poles within its municipal territorial limits; and

WHEREAS, the Network Provider desires to attach certain *Network Nodes,* as that term is defined in Section 284.002 of the Code, on City-owned service poles and/or utility poles; and

WHEREAS, the Network Provider and the City desire to enter into this Agreement to secure authority from the City for the Network Provider to install certain Network Nodes on such City poles, subject to the City of Alvin, Texas, Wireless Services (Small Cells) Design Manual ("the Design Manual") and the City's Right-of-Way Management Ordinance; and

WHEREAS, this Agreement is entered into pursuant to Chapter 284 of the Texas Local Government Code, in order to address the desires of the Network Provider and the procedures of the City; and

WHEREAS, the Network Provider and the City acknowledge that this Agreement is binding upon the City and the Network Provider and their respective successors and assigns for the term (defined below) of this Agreement; and

NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:

1. **Location of the City Poles**. The Service and/or Utility Poles owned by the City on which the Network Nodes are to be attached by the Network Provider are generally described as:

_____

_____

_____

_____

_____

_____

2. The Network Provider acknowledges that it has received and reviewed the applicable provisions in the City Design Manual and the Right-of-Way Management Ordinance; and further acknowledges that this Pole Attachment Agreement is subject to the terms and regulations of each.

3. The Network Provider agrees to pay the City for collocation of its Network Nodes at the following annual rates:

a. City Service Poles: $20.00 per year per service pole.

b. City Utility Poles: An annual pole attachment rate applied on a per-foot basis consistent with Section 54.024 of the Texas Utilities Code.

4. The City acknowledges that it will comply with the requirements of the Code and that it will allow the collocation of Network Nodes on the City service and utility poles on a non-exclusive, nondiscriminatory basis, subject to the Network Provider paying the applicable fees to the City and complying with the Design Manual and the Right-of-Way Management Ordinance.

5. Pursuant to Section 284.301 of the Texas Local Government Code, the Network Provider agrees that the City is authorized to enforce all of the City's regulations that do not materially interfere with the use of Network Nodes.

6. The primary term of this Agreement shall be five (5) years commencing upon the effective date first set forth above. This Agreement shall be automatically renewed and extended for subsequent one (1) year terms unless at least sixty (60) days prior to the expiration of the term either party shall give written notice to the other of the party's intent to terminate the Agreement at the end of the current term.

7. Any notice required or permitted under this Agreement shall be in writing and shall be delivered in hand or by registered or certified US mail. Notice to the Network Provider and the City may be addressed as follows:

To the Provider:

_____
_____
_____
_____

To the City:
City of Alvin
City Manager
216 West Sealy
Alvin, Texas 77511

8. This Agreement may be enforced by Network Provider or City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the Agreement thereafter.

9. If any provision contained in this Agreement is held unconstitutional, invalid or unenforceable, then the remaining provisions shall be deemed severable and shall remain in full force and effect.

10. This Agreement shall be governed by the law of the State of Texas and construed in conformity with the provisions of Texas Local Government Code, Chapter 284. Venue shall lie in Alvin, Brazoria County, Texas.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement effective as of the date first set forth above.

CITY OF ALVIN, TEXAS

_____ Dated: _____

Paul A. Horn, Mayor

ATTEST:

_____

Dixie Roberts, City Secretary

NETWORK PROVIDER:

_____

Signature of Authorized Officer

_____ Dated: _____

Title of Authorized Officer

Agenda Commentary

Meeting Date: 8/17/2017

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

Agenda Item: Consider an appointment to fill the unexpired term of Nancy Hartney on the Alvin Public Library Board.

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

Summary: Article IV of the Charter states that the Alvin Public Library Board shall have at least seven (7) members. Five (5) members shall reside within the corporate limits of the City, and two (2) members may reside within Brazoria County.

With Ms. Hartney's recent resignation, the board now has six (6) members: Becky Clapsaddle, Sandra Curtner, Shandar Hobbs, Pam Lewis, Debra McDonald and Carrie Parker. City Council must fill one vacant position on this board.

One (1) application is on file with interest in serving on the Public Library Board. Applicant information is listed in the spreadsheet attached.

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:

- Applicant information spreadsheet.

Recommendation: Move to appoint _____ to fill the unexpired term of Nancy Hartney on the Alvin Public Library Board.

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

Library Board Applicant Information 08/17/17							
First Name	Last Name	Employment	Occupation	Resident of Alvin	Board Requested to Serve on	Past Boards Served	Notes Provided on Consent and Willingness to Serve Form
Liz	Sanger	Self Employed		2 years	Library, BBOAA; Anywhere needed.		I have an interest to serve anywhere needed as well as getting more involved in the community. Community Involvement: Alvin Rotary Club and Alvin/Manvel Chamber.
							Updated: 8/10/17 5:00 p.m.