

# City of Alvin, Texas

Gabe Adame, Mayor

Chris Vaughn, Mayor Pro-tem, District B  
Keko Moore, At Large Pos. 1  
Joel Castro, At Large Pos. 2  
Martin Vela, District A



Richard Garivey, District C  
Glenn Starkey, District D  
Meagan DeKeyzer, District E

## Alvin City Council Agenda

**Thursday, January 18, 2024**

**7:00 PM**

(Council Chambers)

**Alvin City Hall, 216 West Sealy, Alvin, Texas 77511**

Persons with disabilities who plan to attend this meeting that will require special services please contact the City Secretary's Office at 281-388-4255 or [droberts@cityofalvin.com](mailto:droberts@cityofalvin.com) 48 hours prior to the meeting time. City Hall is wheelchair accessible, and a sloped curb entry is available at the south entrance to City Hall.

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Alvin, Texas, to be held on Thursday, **JANUARY 18, 2024**, at 7:00 PM in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

### 1. CALL TO ORDER

### 2. INVOCATION AND PLEDGE OF ALLEGIANCE

### 3. PRESENTATION

A. Engineering Department - Annual Departmental Presentation.

### 4. PUBLIC COMMENT

### 5. CONSENT AGENDA

A. Consider approval of the January 4, 2024, City Council Workshop minutes.

B. Consider approval of the January 4, 2024, City Council meeting minutes.

C. Consider a 60-month contract renewal with FLOCK Group Inc. for twenty-six (26) FLOCK ALPR cameras for an amount not to exceed \$325,000.00 (\$65,000.00 yearly); and authorize the City Manager to sign upon legal review.

D. Consider approval of Ordinance 24-D, amending the City of Alvin 2022-2023 fiscal year-end budget by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in the attached Exhibit A.

### 6. OTHER BUSINESS

A. Consider a License Agreement for the Exclusive Use of City Property between the City of Alvin and the Alvin Sunrise Rotary Foundation for the Music Festival and Bar-B-Q Cook-Off at Briscoe Park from Monday, March 18, 2024, to Sunday, March 24, 2024, with the actual event scheduled for Friday, March 22 through Saturday, March 23, 2024;

and authorize the City Manager to sign the Agreement upon legal review.

- B. Discuss and consider Ordinance 24-E, amending the City of Alvin, Texas, Ordinance 23-V, passed and approved on September 7, 2023, an ordinance approving and adopting the City of Alvin's budget for Fiscal Year 2023-2024, by approving a budget amendment to the original 2023-2024 budget; providing for a transfer of funds for the purpose of amending the budget and the organizational chart of the Economic Development Department by funding an Economic Development Director and unfunding the Economic Development Coordinator position as set forth in "Exhibit A;" providing for severability; and providing for other matters related thereto.
- C. Acknowledge receipt of the 2023 Charter Review Commission Report and discuss potential propositions for consideration in a Special Charter Election in May 2024.
- D. Consider increasing the current hiring incentive for hiring certified police officers to \$15,000.00, exclusive of the \$3,000.00 moving reimbursement, and increasing the required employment period as set forth in the Certified Officer Hiring Incentive Agreement.
- E. Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

## 7. REPORTS FROM THE CITY MANAGER

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

## 8. ITEMS OF COMMUNITY INTEREST

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

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

## 9. EXECUTIVE SESSION

- A. Section 551.87 (1) of the Local Government Code provides as follows: Deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations.

## 10. RECONVENE TO OPEN SESSION

## 11. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: [www.alvin-tx.gov](http://www.alvin-tx.gov), in compliance with Chapter 551, Texas Government Code, on **THURSDAY January 11, at 5:30 p.m.**



/s/ Dixie Roberts

Dixie Roberts, City Secretary

Removal Date: \_\_\_\_\_

**\*\* All meetings of the City Council are open to the public, except when there is a necessity to meet in Executive Session (closed to the public) under the provisions of Chapter 551, Texas Government Code. The Council reserves the right to**

convene into executive session on any of the above posted agenda items that qualify for an executive session by publicly announcing the applicable section of the Open Meetings Act, including but not limited to sections 551.071 (litigation and certain consultation with the attorney), 551.072 (acquisition of interest in real property), 551.073 (contract for gift to city), 551.074 (certain personnel deliberations), or 551.087 (qualifying economic development negotiations).

# *Engineering*

## City of Alvin – 2024 Departmental Update



# *Engineering Department's Role*

The Engineering Department acts as the City's "Quality Control Division" for new development projects and for the replacement of aged infrastructure.

The Department administers the Planning/Development, Permitting /Inspections, Capital Projects, Geographical Information System, Health Inspection, and Engineering Programs. The primary goal for the Engineering Department is to provide the highest level of service to our citizens while ensuring their health, safety, and general welfare in such a manner so as to create for them the highest standard of living that is possible in our community.

The Engineering Department is located in the Public Services Facility at 1100 West Highway 6.

# *Capital Improvements*

- Infrastructure Projects Construction Complete
  - Lift Station #30 Expansion Project
  - 54" Eastside Interceptor Project
  - 2021 Asphalt Pavement Project – Windsor Square

# *Capital Improvements*

- Infrastructure Projects Currently Under Construction
  - Water Line Improvements Phase 3
  - Water Plant #4 Ground Storage Tank Replacement
  - 2021 Concrete Pavement and Drainage – Westfield, Perry, and Adams
    - Total Construction Cost = \$10 Million

# Capital Improvements



Water Plant #4 Tank Replacement

# Capital Improvements



# Capital Improvements



# *Capital Improvements*

- Infrastructure Projects In Design
  - Water Line Improvements Phase 4
  - Moller Road Pavement and Drainage Improvements Phase 2
  - Lift Station #23 Expansion
  - 2023 Asphalt Pavement Project - Victory Lane
  - WWTP Expansion
  - 2024 Concrete Pavement and Drainage Project – Hood Street
  - Lift Station #33 Rehabilitation and Expansion
  - 2024 Water Master Plan Update

# *Capital Improvements*



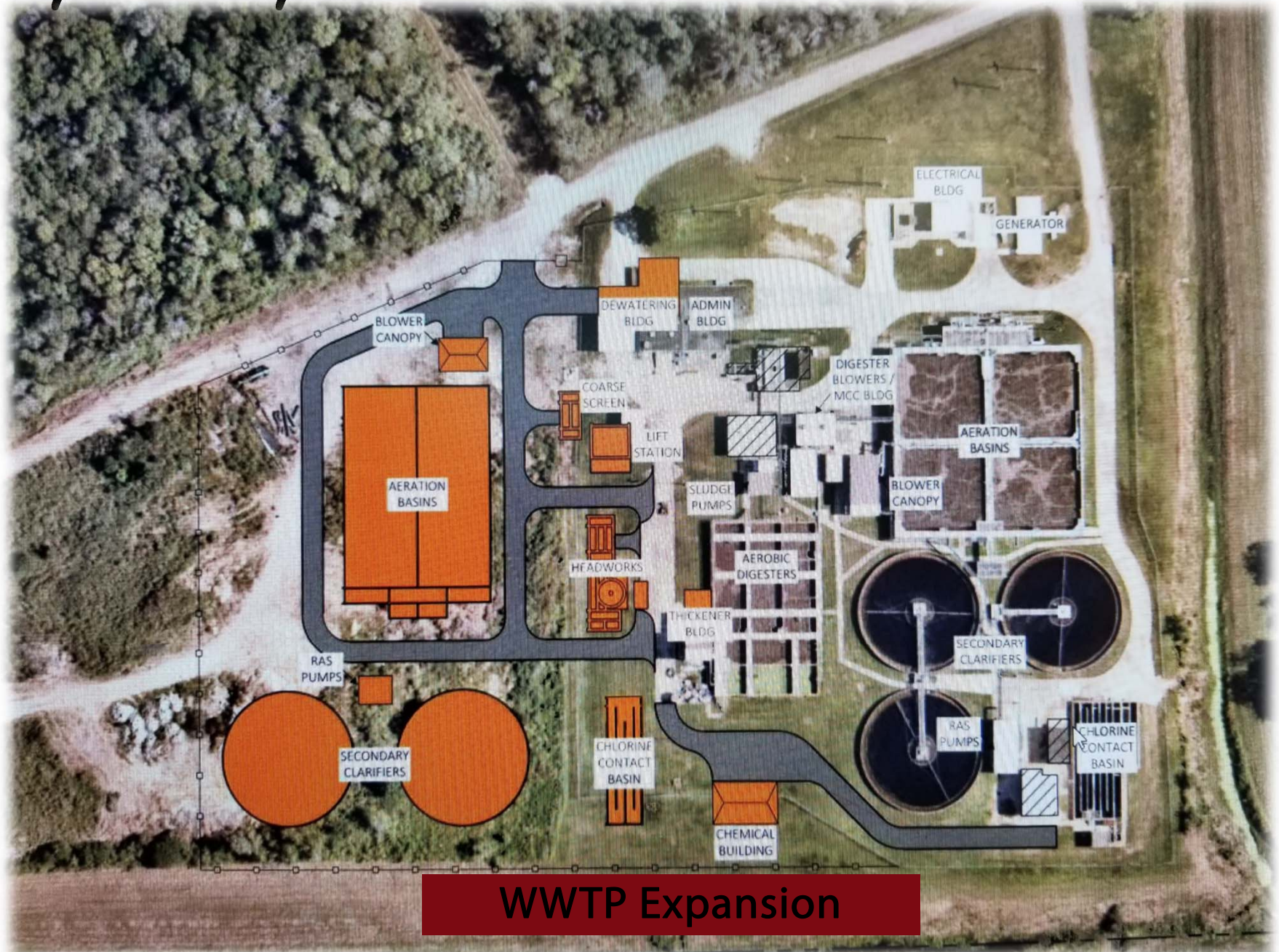
**Lift Station #23 Expansion Project**

# Capital Improvements



Lift Station #33 Rehabilitation Project

# Capital Improvements



WWTP Expansion

# *Development - By the Numbers*

- 61 Pre-Development Meetings
- 12 Site Plans
- 22 Plats
- 29 Permits issued for new commercial with a value of \$24.7M
- 385 Permits issued for new residential with a value of \$60.5M
- 11,538 Building inspections performed
- 2,863 Total permits issued with a value of \$114.9 million
- \$2,814,558 Total permit revenue generated

# *New Commercial*



Quick Quack Car Wash

# *New Commercial*



State Farm Insurance

# *New Commercial*



Schneider Investments Retail Center

# *New Commercial*



Mueller, Inc.

# *New Residential*



Watermark Section 2A

# *New Residential*



Watermark Section 2B

# *Health Inspection - By the Numbers*

- 2,233 Manufactured home inspections
- 581 Permits issued
- 416 Health inspections performed

# Health Inspection



Restaurant Inspection Report Card

*Thank You!*



**MINUTES  
CITY OF ALVIN, TEXAS  
216 W. SEALY STREET  
CITY COUNCIL WORKSHOP MEETING  
THURSDAY, JANUARY 4, 2024  
6:00 PM**

**CALL TO ORDER**

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Workshop Session at 6:00 PM in the First Floor Conference Room at City Hall, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Chris Vaughn; Councilmembers: Martin Vela, Keko Moore, Glenn Starkey, Richard Garivey and Meagan DeKeyzer.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Chris Thomas, Director of Administrative Services; Dan Kelinske, Parks and Recreation Director, and Robert E. Lee, Police Chief.

**WORKSHOP BUSINESS**

Review the Charter Review Report as submitted by the 2023 Charter Review Commission.

Suzanne Hanneman, City Attorney, presented this item before City Council with explanation. All members of the Charter Commission were in attendance. Ms. Hanneman presented to Council the 2023 Charter Review Commission's proposed edits to the City of Alvin Charter. Discussion was had on the definition of a quorum and the required number of affirmative votes needed for the adoption of an ordinance vs. other city business. They also discussed how many absences from various types of public meetings Council members would be permitted. Council discussed the proposed amendment to residency requirements for City Managers, and the wording needed that would allow for a grace period for candidates living outside of Alvin to relocate to the city once they are hired. Further discussion was had on the residency requirements for Municipal Court Judges, allowing qualified applicants to apply who reside within Brazoria County and contiguous counties. It was also proposed to remove the Parks and Recreation Board and Planning Commission from the Charter. The consensus of the Council was for both boards to remain in the Charter as established, but governed by Ordinance moving forward. The Charter Review Report in full will be presented at the next Council meeting for acknowledgment.

**ADJOURNMENT**

Mayor Adame adjourned the meeting at 6:55 p.m.

PASSED and APPROVED the 18th day of January 2024.

ATTEST:

\_\_\_\_\_  
Gabe Adame, Mayor

\_\_\_\_\_  
Dixie Roberts, City Secretary

**MINUTES  
CITY OF ALVIN, TEXAS  
216 W. SEALY STREET  
CITY COUNCIL REGULAR MEETING  
THURSDAY, JANUARY 4, 2024  
7:00 PM**

**CALL TO ORDER**

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

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

**INVOCATION AND PLEDGE OF ALLEGIANCE**

Darren Shelton with Hope Tabernacle Church gave the invocation. Council member Moore led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

**PRESENTATION**

**Recognition of Alvin Police Department Promotees and 2023 Award Recipients.**

*Recognition, and pinning, of Manny Cruz and Buddy Wilson for their successful promotion to the Civil Service Rank of Corporal/Specialist. Award Recipients: 2023 Civilian of the year, Leoni Alegria; 2023 Rookie of the year, Nolan Ramsey; 2023 Officer of the year, Buddy Wilson; Life Saving Award Recipients: Lt. S. Gilcrease, Cpl S.Foley, Ofc A. Winebrenner, Ofc M. Fuller, Ofc N. Ramsey, Ofc J. Morrison; Medal of Valor Recipients: Lt. Gilcrease, Ofc J. Morrison.*

Chief Lee presented promotions and awards to each officer and staff member in attendance. Those being honored were accompanied by family members and friends.

**PUBLIC COMMENT**

Dick Tyson presented comments regarding recognizing local hispanic leaders and taxes in Alvin and Brazoria County.

John Burkey presented comments regarding upcoming Museum and Senior Center events.

**CONSENT AGENDA**

Consider approval of the November 30, 2023, City Council Workshop minutes.

Consider approval of the December 7, 2023, City Council Workshop minutes.

Consider approval of the December 7, 2023, City Council meeting minutes.

**Consider an agreement with Wells Fargo Bank to renew bank depository services for the City of Alvin effective January 1, 2024, and authorize the City Manager to sign the agreement upon legal review.**

*Cities are required to issue an RFP for bank depository services every five (5) years. The City of Alvin did so in 2020 and signed a three (3)-year contract with Wells Fargo beginning January 1, 2021. This contract comes with two one (1)-year extensions. Should the Council approve and authorize, Wells Fargo will provide an extension for the first year and provide the City with a copy to be reviewed by the legal team and signed by the City Manager. Staff recommends approval.*

Consider Ordinance 24-A, amending the Fiscal Year 2024 budget for the purpose of appropriating eleven million, five hundred eighty-six thousand, five hundred ninety dollars, and fifteen cents (\$11,586,590.15) of prior Fiscal Year 2023 encumbrances into the current fiscal year as set forth for each individual account in the attached Exhibit A; and providing for other related matters.

*An encumbrance refers to funds that have been reserved when a purchase order has been approved. Governmental accounting practice allows these funds to be reserved (encumbered) until paid. When closing FY23, there were outstanding purchase orders that had not been fully liquidated. As the encumbered items are processed and liquidated in FY24, negative budget variances may be reflected in various departmental accounts until the outstanding budget appropriations for the previous year's encumbrances are carried forward from FY23 into FY24. The total amount of outstanding encumbrances to be carried over from FY23 is \$11,586,590.15.*

| <b>Fund</b>                        | <b>Prior Fiscal Year Outstanding Encumbrance Amounts</b> |
|------------------------------------|----------------------------------------------------------|
| American Rescue Act Fund           | \$965,670.66                                             |
| Impact Fee Fund                    | \$201,477.57                                             |
| Utility Operating Fund             | \$41,268.45                                              |
| EMS Fund                           | \$7,012.15                                               |
| Utility Projects Fund              | \$225,079.31                                             |
| Water Line Improvement Fund        | \$8,468,454.32                                           |
| General Capital Projects Fund      | \$119,433.00                                             |
| Sales Tax (Street / Drainage) Fund | \$1,149,216.61                                           |
| Moller Road Storm Improvements     | \$181,260.43                                             |
| Fleet Maintenance Fund             | \$550.00                                                 |
| Vehicle Replacement Fund           | \$204,300.00                                             |
| Computer Replacement Fund          | \$5,024.70                                               |
| Facility Maintenance Fund          | \$17,842.95                                              |
| <b>TOTAL</b>                       | <b>\$11,586,590.15</b>                                   |

*Staff recommends approval of Ordinance 24-A*

Consider Resolution 24-R-01, authorizing the City Manager to enter into a Multiple-Use Agreement with the Texas Department of Transportation allowing the installation and operation of Automated License Plate Recognition Cameras in the Texas Department of Transportation Right-of-Way; and providing an effective date.

*The Texas Department of Public Safety notified Alvin Police Department on Friday, December 15, 2023, that Resolution 22-R-33 required for the installation of FLOCK ALPR cameras was deficient. The previously passed resolution indicated that the agreement to install the ALPR cameras was between the City of Alvin and FLOCK LCC. The Department of Public Safety is in need of a resolution that authorizes an agreement between the City of Alvin and the Texas Department of Public Safety. The prescribed language has been incorporated in Resolution 24-R-01, and its approval is recommended by staff.*

Consider the purchase of eighty (80) Unication G4 Single Band P25 Voice Pagers along with associated accessories for the Alvin Volunteer Fire Department through Mobile Communications America, utilizing American Rescue Plan Act (ARPA) Funds, for an amount not to exceed \$65,064; and authorize the City Manager to sign related documents.

*The Fire Department would like to purchase eighty (80) Unication G4 Single Band P25 Voice Pagers and accessories using American Rescue Plan Act (ARPA) funds and procure the equipment and services from the provider through the sole-source method. The fire department currently utilizes an analog paging system to notify department personnel of an emergency. The police department has upgraded the emergency services dispatch center to a digital format and has experienced some operational issues with the current paging system that the fire department uses. The new pagers would be a 700-800MH digital platform with enhanced voice clarity and simplified updating capabilities. Additional updates to the existing analog system would become difficult and eventually not supported by the digital system. Staff recommends approval.*

Item E, Ordinance 24-A amending the Fiscal Year 2024 budget, was removed from the Consent agenda by Council member DeKeyzer for explanation.

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

### **OTHER BUSINESS**

Item removed from Consent agenda by Council member DeKeyzer: Consider Ordinance 24-A, amending the Fiscal Year 2024 budget for the purpose of appropriating eleven million, five hundred eighty-six thousand, five hundred ninety dollars, and fifteen cents (\$11,586,590.15) of prior Fiscal Year 2023 encumbrances into the current fiscal year as set forth for each individual account in the attached Exhibit A; and providing for other related matters.

Item E removed from Consent Agenda by Council member DeKeyzer. Council member DeKeyzer wanted an explanation of why this ordinance is necessary. City Manager Junru Roland explained how these disbursements were ordered in fiscal year 2023 but were not completed and now must be rolled over to fiscal year 2024 to be fulfilled.

Council member DeKeyzer moved to approve Ordinance 24-A, amending the Fiscal Year 2024 budget for the purpose of appropriating eleven million, five hundred eighty-six thousand, five hundred ninety dollars, and fifteen cents (\$11,586,590.15) of prior Fiscal Year 2023 encumbrances into the current fiscal year as set forth for each individual account in the attached Exhibit A; and providing for other related matters. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Consider Ordinance 24-B, granting consent to the creation of the Preservation Creek Municipal Utility District No. 1; containing various provisions related to the foregoing subject; and making certain findings related thereto.

*On December 6, 2023, the City received a Petition for the Consent to the Creation of the Preservation Creek Municipal Utility District (MUD) #1 from WB West Alvin Land LLC. This MUD will serve approximately 2,692.37 acres of land that resides within the corporate limits and extraterritorial jurisdiction of the City of Alvin, Texas. The Developer proposes to develop this land as a Master Planned Community to include single family and multi family residential properties and claims that there is not now available within the area an adequate waterworks system, sanitary sewer system, or drainage and storm sewer system. Petitioner states that a public necessity exists for the creation of the District to provide for such systems to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community. The landowner has consented to conditions, which are attached to the Ordinance as Exhibit B. These conditions will ensure the approval by the City of all plans and specifications for the construction of certain water, sewer and drainage infrastructure facilities, the sale of bonds, and the coordination and allocation of projects. Staff recommends approval of Ordinance 24-B.*

Suzanne Hanneman, City Attorney, presented this item before City Council with explanation. Lisa Clark, representative from Preservation Creek Development, gave a brief update on their current progress.

Council member Garivey moved to approve Ordinance 24-B, granting consent to the creation of the Preservation Creek Municipal Utility District No. 1; containing various provisions related to the foregoing subject; and making certain findings related thereto. Seconded by Council member Vela; motion carried with all members present voting Aye.

Consider a variance request for the property owner at 702 S. Gordon Street to deviate from two building setback requirements set forth in Chapter 35 Corridor Land Use Regulations, Section 35-12(c)(2) Interior Side Yard and Section 35-12(c)(4) Rear Yard, for the construction of a medical complex.

*On November 16, 2023, the Engineering Department received a variance request for 702 S. Gordon Street to encroach 15 feet into the 20-foot rear building setback requirement and 1 foot 9 inches into the 10-foot side building setback requirement for the construction of a medical complex. Variance request letter and site plan attached. The City Planning Commission considered this variance request at their meeting on December 19, 2023, and a tie vote occurred, with three commission members (Brooks, Burkey, and Davis) voting for approval of the variance request and three commission members (Garza, Jones, and Jordan) voting against the variance request. The members that voted against the variance request stated that they did so because they felt that the property owner was wanting the variance for financial gain. Staff recommends approval of the variance.*

Michael Medwedeff, Assistant City Engineer, presented this item before City Council with explanation.

Council member Starkey moved to approve a variance request for the property owner at 702 S. Gordon Street to deviate from two building setback requirements set forth in Chapter 35, Corridor Land Use Regulations, Section 35-12(c)(2), Interior Side Yard and Section 35-12(c)(4) Rear Yard, for the construction of a medical complex. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Consider Resolution 24-R-02, approving the Purchase and Sale Agreement between the City of Alvin, Texas, and the Young Men's Christian Association of the Greater Houston Area, a Texas Nonprofit Corporation also known as YMCA of the Greater Houston Area Doing Business As the Thelma Ley Anderson Family YMCA.

*In October 1989, the property known as Briscoe Park was donated to the City of Alvin by the Briscoe Family, conditioned upon the property being used for park and recreation purposes. In November 2005, the City and the YMCA entered into a Ground Lease agreement, in which the YMCA agreed to finance, design, construct, maintain, and operate the Thelma Ley Anderson YMCA facility for the Alvin community. YMCA officials expressed a desire to sell the Thelma Ley Anderson YMCA facility. On June 1, 2023, the City Council authorized the City Manager to negotiate and execute a non-binding Letter of Intent dated June 6, 2023. Through negotiations, the City and the YMCA agreed upon a purchase price of \$5,600,000 for the YMCA facility. The enclosed Agreement has undergone thorough review by the legal representatives from both parties and received official approval from the Board of the YMCA of the Greater Houston Area during their meeting on December 12, 2023, and has been subsequently signed by President and CEO, Stephen Ives. Upon City Council's approval of this Agreement, the closing process will commence. Certificate of Obligation bonds in the amount of \$6,150,000 were issued through Ordinance 23-R adopted by City Council on August 17, 2023, for the acquisition and subsequent renovations as have been identified but not limited to:*

- Building rebranding
- Sign Re-branding
- Replace basketball court
- Replace Fire Alarm System per FCA recommendation
- Replace perimeter fence per FCA recommendation
- Boiler safety relief valve
- Information Technology needs

*Staff recommends approval of the Purchase and Sales Agreement.*

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

Council member Garivey moved to approve Resolution 24-R-02, approving the Purchase and Sale Agreement between the City of Alvin, Texas, and the Young Men's Christian Association of the Greater Houston Area, a Texas Nonprofit Corporation also known as YMCA of the Greater Houston Area doing business as the Thelma Ley Anderson Family YMCA; and authorize the Mayor to sign all related documents. Seconded by Council member Vela; motion carried with all members present voting Aye.

Consider Ordinance 24-C, amending Chapter 21, Subdivisions and Property Development, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Section 21-42 Sidewalks, ADA ramps, driveways and driveway approaches; providing for penalties; providing for severability; and setting forth other provisions related thereto.

*This Ordinance is amending Chapter 21, Subdivision and Property Development, of the City of Alvin Code of Ordinances. The requirement for sidewalks was discussed by City Council at the workshop on December 7, 2023. At the workshop Council directed Staff to amend section 21-42 by adding exceptions to the sidewalk requirement in existing areas of the City where there is an open ditch drainage system and limited space in the existing right-of-way to construct the sidewalk. Ordinance 24-C amends section 21-42 by adding the following exceptions to the sidewalk requirement:*

- Sidewalks shall not be required in existing subdivisions with open ditch drainage systems and limited available space in the right-of-way, as determined by the City Engineer.

- Sidewalks may not be required when, in the judgment of the planning commission, the safety of the pedestrians does not require such sidewalks.

*Staff recommends approval of Ordinance 24-C.*

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

Council member DeKeyser moved to approve Ordinance 24-C, amending Chapter 21, Subdivisions and Property Development, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Section 21-42 Sidewalks, ADA ramps, driveways and driveway approaches; providing for penalties; providing for severability; and setting forth other provisions related thereto. Seconded by Council member Starkey; motion carried with all members present voting Aye.

Consider the purchase of Lexipol policy management software for use by the Police Department for an initial amount not to exceed \$18,339.75 and authorize the City Manager to sign the Master Service Agreement upon legal review.

*In 2013, as the Police Department began to transition to best practice policies on the road to accreditation, we purchased a policy management software called PolicyTech. Originally, PolicyTech was chosen due to the ease of use and the functionality in being able to create, modify, track, test, and promulgate policies to all employees, even remotely. Unfortunately, as often occurs with decent software, the company was bought out by a larger company called Navex. The PolicyTech suite, which was originally geared toward public safety, fell by the wayside as development, modifications, and basic support were delayed, or altogether halted, as the new company focused development in other areas. PolicyTech, since the buyout, can no longer be accessed from anywhere other than on police department desktop computers, which means that officers can no longer access policies or procedures from the field. When we reported the issue to the new company, the response was that it was our problem, and they would not help. The software is no longer user-friendly nor is it easy to create or modify policies as practices, legislation, or case law requires. In fact, the PolicyTech sub-site from the Navex web-page no longer addresses or mentions law enforcement or any of the product features or uses for which we originally chose the product. There are various other reasons to transition from this software, but the basic is that it no longer meets the needs of our organization. Nor will it meet our needs in the future as we are progressing, they remain stagnated.*

*After careful comparison of available options, we have chosen Lexipol software for policy and accreditation management as the best replacement. Lexipol is entirely online (cloud) based and accessible from anywhere there is internet. It has all the original functions that we had and the added benefit that it specifically is public safety and government focused with a dedicated legal staff to review our policies and to suggest changes based upon legislative changes and case law as it occurs. Lexipol is used by 150+ agencies in Texas, the majority of which are also accredited, as it works hand in hand with accreditation. A better understanding of why Lexipol is preferred over PolicyTech is attached. The initial cost of implementation is \$18,339.75 and as it was unbudgeted, State Equitable Sharing (seized) funds will be used initially. The subsequent yearly renewals will be budgeted starting the following budget year and will be \$14,890.50 for FY25. This is an annual increase of approximately \$8,000 over what we are currently paying for the PolicyTech software. The purchase, if approved, will be through Sourcewell, a cooperative purchasing board.*

Police Chief Robert Lee presented this item before City Council with explanation.

Council member Garivey moved to approve the purchase of Lexipol policy management software for police department use in an initial amount not to exceed \$18,339.75 and approve the City Manager to sign the Master Service Agreement upon legal review. Seconded by Council member Moore; motion carried with all members present voting Aye.

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

No items were requested by any Council members to be placed on the upcoming agenda.

## **REPORTS FROM THE CITY MANAGER**

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

Mr. Junru Roland announced items of community interest; and he reviewed the preliminary list for the January 18, 2024, City Council Meeting.

## **ITEMS OF COMMUNITY INTEREST**

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

Council member Starkey reminded there will be Caroling at the Cottage scheduled this Saturday, January 6, from 5:00 to 8:00 p.m. at the Slover-Rodgers Cottage, where Junior Gordon will be performing. He also announced on January 23-25 he will be presenting a free writing seminar at the Senior Center from 12:00 to 2:30 p.m.

**ADJOURNMENT**

Mayor Adame adjourned the meeting at 7:53 p.m.

PASSED and APPROVED the 18th of January 2024.

ATTEST:

\_\_\_\_\_  
Gabe Adame, Mayor

\_\_\_\_\_  
Dixie Roberts, City Secretary



# AGENDA COMMENTARY

---

**Meeting Date:** 1/18/2024

**Department:** Police Department

**Contact:** Robert Lee, Police Chief

**Agenda Item:** Consider a 60-month contract renewal with FLOCK Group Inc. for twenty-six (26) FLOCK ALPR cameras for an amount not to exceed \$325,000.00 (\$65,000.00 yearly); and authorize the City Manager to sign upon legal review.

---

**Type of Item:** Action Item

---

**Summary:** On November 17, 2022, Council approved the purchase and installation of 26 FLOCK ALPR (automated license plate reading) cameras. The original approval included a 24-month contract and included a yearly fee of \$65,000.00 for the hardware/software maintenance of the cameras, unlimited user licenses, State and National database usage, etc. This contract is set to expire in November 2024. Currently, we have the opportunity to renew this contract early and to lock in the current yearly price for the next 60 months. If we wait until the current contract expires to renew, the cost per camera increases from \$2,500 per year to \$3,000 per year. This would be \$78,000.00 per year, an almost 17% increase. Technically, this opportunity to renew early ended at the close of 2023. However, we have been able to work with FLOCK and received an extension to the early renewal and price lock. As with the original contract, we may add cameras at any point during the life of the contract.

Staff recommends approving a 60-month contract renewal with FLOCK Group Inc. for an amount not to exceed \$325,000.00 (\$65,000.00 per year) and authorize the City Manager to sign upon legal review.

---

|                                                                                                                             |                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>Funding Expected:</b> Revenue <input type="checkbox"/> Expenditure <input type="checkbox"/> N/A <input type="checkbox"/> | <b>Budgeted Item:</b> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> |
| <b>Funding Account:</b> <input type="checkbox"/>                                                                            | <b>Amount:</b> <input type="checkbox"/>                                                                     |
| <b>Legal Review Required:</b> N/A <input type="checkbox"/> Required <input type="checkbox"/>                                | <b>1295 Form Required?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>                         |
| <b>Finance Review Required:</b> N/A <input type="checkbox"/> Required <input type="checkbox"/>                              | <b>Date Completed:</b> <u>1/10/2024 SLH</u>                                                                 |
|                                                                                                                             | <b>Date Completed:</b> <u>CT 1/11/24</u>                                                                    |

---

**Supporting documents attached:**

1. TX - Alvin PD - FLOCK Law Enforcement Agreement
- 

**Recommendation:** Move to approve a 60-month contract renewal with FLOCK Group Inc. for twenty-six (26) FLOCK ALPR cameras for an amount not to exceed \$325,000.00 (\$65,000.00 yearly); and authorize the City Manager to sign upon legal review.

---

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

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

## **Flock Safety + TX - Alvin PD**

---

Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

---

MAIN CONTACT:  
Ashley Boswell  
[ashley.boswell@flocksafety.com](mailto:ashley.boswell@flocksafety.com)  
(470) 568-4827



EXHIBIT A  
**ORDER FORM**

Customer: TX - Alvin PD  
Legal Entity Name: TX - Alvin PD  
Accounts Payable Email: tarendell@apd.cityofalvin.com  
Address: 302 W House St Alvin, Texas 77511

Initial Term: 60 Months  
Renewal Term: 24 Months  
Payment Terms: Net 30  
Billing Frequency: Annual - First Year at Signing.  
Retention Period: 30 Days

**Hardware and Software Products**

Annual recurring amounts over subscription term

| Item                             | Cost     | Quantity | Total              |
|----------------------------------|----------|----------|--------------------|
| <b>Flock Safety Platform</b>     |          |          | <b>\$65,000.00</b> |
| <b>Flock Safety Flock OS</b>     |          |          |                    |
| FlockOS <sup>TM</sup>            | Included | 1        | Included           |
| <b>Flock Safety LPR Products</b> |          |          |                    |
| Flock Safety Falcon <sup>®</sup> | Included | 26       | Included           |

**Subtotal Year 1:** \$65,000.00  
**Annual Recurring Subtotal:** \$65,000.00  
**Discounts:** \$65,000.00  
**Estimated Tax:** \$0.00  
**Contract Total:** \$325,000.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

**Special Terms:**

Effective Date of the Contract. Term of this Agreement, which shall be 1/31/2024 - 4/30/2029. Term dates include a one-time 3 month extension as agreed upon by both parties.

**Billing Schedule**

| Billing Schedule              | Amount (USD) |
|-------------------------------|--------------|
| Year 1                        |              |
| At Contract Signing           | \$65,000.00  |
| Annual Recurring after Year 1 | \$65,000.00  |
| Contract Total                | \$325,000.00 |

\*Tax not included

**Discounts**

| Discounts Applied                  | Amount (USD) |
|------------------------------------|--------------|
| Flock Safety Platform              | \$65,000.00  |
| Flock Safety Add-ons               | \$0.00       |
| Flock Safety Professional Services | \$0.00       |

## Product and Services Description

| Flock Safety Platform Items | Product Description                                                                                                               | Terms                                                                             |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Flock Safety Falcon ®       | An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes. | The Term shall commence upon first installation and validation of Flock Hardware. |

| One-Time Fees                                       | Service Description                                                                                                                                                                                            |
|-----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Installation on existing infrastructure             | One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.       |
| Professional Services - Standard Implementation Fee | One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief. |
| Professional Services - Advanced Implementation Fee | One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.       |

## FlockOS Features & Description

### Package: Essentials

| FlockOS Features                                      | Description                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Community Cameras (Full Access)                       | Access to all privately owned Flock devices within your jurisdiction that have been shared with you.                                                                                                                                                                                                                                                                            |
| Unlimited Users                                       | Unlimited users for FlockOS                                                                                                                                                                                                                                                                                                                                                     |
| State Network (LP Lookup Only)                        | Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.                                                                                                                                                                                                                                                                               |
| Nationwide Network (LP Lookup Only)                   | Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.                                                                                                                                                                                                                                                                              |
| Direct Share - Surrounding Jurisdiction (Full Access) | Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.                                                                                                                                                                              |
| Time & Location Based Search                          | Search full, partial, and temporary plates by time at particular device locations                                                                                                                                                                                                                                                                                               |
| License Plate Lookup                                  | Look up specific license plate location history captured on Flock devices                                                                                                                                                                                                                                                                                                       |
| Vehicle Fingerprint Search                            | Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.                                                                                                                                                                  |
| Flock Insights/Analytics page                         | Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.                                                                                                                                                                              |
| ESRI Based Map Interface                              | Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities) |
| Real-Time NCIC Alerts on Flock ALPR Cameras           | Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera                                                                                                                                                                                                                                                                                         |
| Unlimited Custom Hot Lists                            | Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera                                                                                                                                                                                                                                                                      |

**By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>**

The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: TX - Alvin PD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_



# AGENDA COMMENTARY

---

**Meeting Date:** 1/18/2024

**Department:** Finance

**Contact:** Chris Thomas, Director of  
Administrative Services

**Agenda Item:** Consider approval of Ordinance 24-D, amending the City of Alvin 2022-2023 fiscal year-end budget by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in the attached Exhibit A.

---

**Type of Item:** Ordinance

---

**Summary:** Each fiscal year-end, the City amends the budget to appropriate expenditures and revenues which occur during the year. Reason being, under certain circumstances, the City has more definite revenue and cost information at year-end. For accounting purposes, the proposed budget adjustments are a way to put the final FY 2022-2023 budget in line with actual (approved and/or authorized) expenditures and revenues. These adjustments include increases and decreases in budgeted revenue and appropriations in comparison to actual expenditures and revenues. Per the City's auditor's recommendation, we should do a batch or closing budget amendment at fiscal year-end to capture expenditures and/or revenues from the year that require a budget amendment.

---

**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:** 1/11/2024 SLH

**Finance Review Required:** N/A ☐ Required ☐

**Date Completed:** CT 1/11/24

---

**Supporting documents attached:**

1. Ord 24-D; End of Year Budget Amendment
  2. Exhibit A - FY23 EOY Budget Amendment
- 

**Recommendation:** Move to approve Ordinance 24-D, amending the City of Alvin FY 2022-23 Budget by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in the attached "Exhibit A".

---

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

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

**ORDINANCE NO. 24-D**

**AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CITY OF ALVIN ORDINANCE NO. 22-S, PASSED AND APPROVED SEPTEMBER 1, 2022, AN ORDINANCE APPROVING AND ADOPTING THE CITY OF ALVIN'S BUDGET FOR FISCAL YEAR 2023; FOR THE PURPOSE OF AMENDING THE YEAR-END BUDGET AND PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS AS SET FORTH IN THE ATTACHED EXHIBIT "A;" PROVIDING FOR SEVERABILITY; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.**

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

**Section 1.** That the City of Alvin 2023 Fiscal Year Budget is hereby amended by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in Exhibit "A" attached hereto and incorporated herein by reference.

**Section 2. Open Meetings Act.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Local Government Code.

**PASSED and APPROVED** on first reading on the 18th day of January 2024.

**CITY OF ALVIN, TEXAS:**

**ATTEST**

By: \_\_\_\_\_  
Gabe Adame, Mayor

By: \_\_\_\_\_  
Dixie Roberts, City Secretary

## EXHIBIT A

| Account Numbers                      | Account Descriptions               | Budget<br>Adjustments | Reasons                                                                                          |
|--------------------------------------|------------------------------------|-----------------------|--------------------------------------------------------------------------------------------------|
| <b>General Fund Revenues</b>         |                                    |                       |                                                                                                  |
| 111-404000                           | Interest Income                    | 243,569.00            | Interest exceeded budget expectations                                                            |
| 111-409100                           | Misc. Reimbursement                | 2,609.00              | Reimbursement for Court Tyler-Connect Training                                                   |
| <b>General Fund Expenditures</b>     |                                    |                       |                                                                                                  |
| 111-1001-00-3170                     | Professional Development           | 3,000.00              | The number of Councilmembers attending the TML conference exceeded budget expectations           |
| 111-1003-00-3100                     | Contract Services                  | 7,000.00              | Engaged outside legal council related to Lift Station 23 Project                                 |
| 111-1003-00-3170                     | Professional Development           | 5,000.00              | City Council Workshop on 09/16/2023 at Fire/EMS training room                                    |
| 111-2501-00-3190                     | Communications                     | 10,000.00             | Cover incremental price increases from AT&T                                                      |
| 111-2502-00-3170                     | Professional Development           | 2,000.00              | \$2,609.25 refund was credited to Miscellaneous Revenue Account for Court Tyler-Connect Training |
| 111-2502-00-3260                     | Machinery & Equipment              | 3,000.00              | Hardware/Software used to transition Municipal Court to the cloud                                |
| 111-3502-00-3250                     | General Insurance                  | 121,500.00            | Windstorm coverage for new Fire/EMS facility                                                     |
| 111-6007-00-1001                     | Salaries                           | 7,250.00              | COLA increases were not reflected in the Code Enforcement program budget                         |
| 111-6007-00-1009                     | TMRS                               | 1,500.00              | COLA increases were not reflected in the Code Enforcement program budget                         |
| 111-6007-00-1011                     | FICA                               | 500.00                | COLA increases were not reflected in the Code Enforcement program budget                         |
| 111-7002-00-3250                     | General Insurance                  | 37,000.00             | Reallocation of Windstorm for library; originally budgeted in account 111-9001-00-3250.          |
| 111-9001-00-3251                     | Workers Compensation               | 72,500.00             | Allocation of Workers Compensation to the General Fund                                           |
| 111-3501-00-7515                     | Transfer to Vehicle Repl Fund      | 2,700.00              | Rental for undercover APD vehicle                                                                |
| <b>General Capital Projects Fund</b> |                                    |                       |                                                                                                  |
| 311-1005-00-3100                     | Downtown Master Plan               | 22,000.00             | HGAC Livable Center Study                                                                        |
| 311-3503-00-2125                     | CPR, EKG Monitor and Defibrillator | 15,500.00             | Purchase of Emergency Equipment                                                                  |
| 311-6006-00-4150                     | Generator                          | 8,500.00              | Emergency Generator Purchase for Public Services Facility                                        |
| 311-7001-00-9070                     | Parks Facility                     | 8,810.00              | Facility Condition Assessment for YMCA building                                                  |

## EXHIBIT A

| Account Numbers                                | Account Descriptions            | Budget<br>Adjustments | Reasons                                                                                                             |
|------------------------------------------------|---------------------------------|-----------------------|---------------------------------------------------------------------------------------------------------------------|
| <hr/>                                          |                                 |                       |                                                                                                                     |
| <b>Special Investigation Fund 123</b>          |                                 |                       |                                                                                                                     |
| 123-3501-08-3170                               | Professional Development        | 6,500.00              | Training used to support policing activities and law enforcement operations                                         |
| <b>Municipal Court Security Fund 124</b>       |                                 |                       |                                                                                                                     |
| 124-2502-00-3100                               | Contract Services               | 2,304.90              | Municipal Court contracted with Top Gun for security after Alvin Police Office, who secured Court sessions retired. |
| <b>Tree Preservation Fund 127</b>              |                                 |                       |                                                                                                                     |
| 127-7001-00-2450                               | Botany Supplies                 | 32,000.00             | Tree installation and removal at Disc Golf Course, Fire/EMS facility & Cemetery                                     |
| <b>Local Truancy &amp; Prevention Fund 128</b> |                                 |                       |                                                                                                                     |
| 128-2502-00-3252                               | Group Health Insurance          | 6,150.00              | Health insurance for Truancy officer charged to Truancy & Prevention Fund. Originally budgeted in the General Fund. |
| <b>General Revenue Fund 309</b>                |                                 |                       |                                                                                                                     |
| 309-409075                                     | Misc Income                     | 25,000.00             | Receipt from W Land in accordance with the Professional Service Agreement approved by City Council on 05/04/2023    |
| 309-9001-00-3100                               | Contract Services               | 25,000.00             | Professional services expenses related to the development of Preservation Creek                                     |
| <b>Cemetery Fund 511</b>                       |                                 |                       |                                                                                                                     |
| 511-1007-00-7100                               | Transfer to General Fund        | 5,100.00              | Reimbursement to the General Fund for costs associated with servicing the Cemetery                                  |
| <b>Donation Fund 512 Revenues</b>              |                                 |                       |                                                                                                                     |
| 512-409519                                     | Misc Donations                  | 20,300.00             | Donations for Sterilization of animals                                                                              |
| <b>Donation Fund 512 Expenditures</b>          |                                 |                       |                                                                                                                     |
| 512-7001-00-3100                               | Contract Services               | 11,000.00             | Upgraded Fireworks Display                                                                                          |
| 512-7001-02-2125                               | General Supplies                | 2,500.00              | Installed display of Military Veterans at Sr. Center                                                                |
| 512-7001-02-3260                               | Donations/Purchases - Sr Center | 16,000.00             | Purchase and installation of automatic restroom doors at Sr. Center                                                 |
| <b>Senior Fund 513 Revenues</b>                |                                 |                       |                                                                                                                     |
| 513-409150                                     | Senior Activity Revenue         | 9,780.00              | Revenue receipts exceeded budget                                                                                    |
| 512-409532                                     | Donation from INEOS             | 15,000.00             | Donation from INEOS was not budgeted                                                                                |
| <b>Senior Fund Expenditures</b>                |                                 |                       |                                                                                                                     |
| 513-7001-02-2278                               | Senior Activity Supplies        | 4,425.00              | Senior Trips, bingo, food, etc...                                                                                   |
| 513-7001-02-2301                               | Fuel                            | 550.00                | Senior Center fuel for trips                                                                                        |
| <b>TIRZ Revenues</b>                           |                                 |                       |                                                                                                                     |
| 802-400005                                     | Tax Receipts                    | 19,350.00             | TIRZ #2 Fund revenues exceeding original budget                                                                     |
| 804-400006                                     | Interfund Transfers             | 19,350.00             | Kendall Lake TIRZ RD Fund revenues exceeding original budget                                                        |
| <b>TIRZ Expenditures</b>                       |                                 |                       |                                                                                                                     |
| 802-8501-00-3105                               | Interfund Transfers             | 19,350.00             | Transfers to Kendall Lakes TIRZ Redevelopment Authority Fund                                                        |



# AGENDA COMMENTARY

---

**Meeting Date:** 1/18/2024

**Department:** Parks and Recreation

**Contact:** Dan Kelinske, Director of Parks and Recreation

**Agenda Item:** Consider a License Agreement for the Exclusive Use of City Property between the City of Alvin and the Alvin Sunrise Rotary Foundation for the Music Festival and Bar-B-Q Cook-Off at Briscoe Park from Monday, March 18, 2024, to Sunday, March 24, 2024, with the actual event scheduled for Friday, March 22 through Saturday, March 23, 2024; and authorize the City Manager to sign the Agreement upon legal review.

---

**Type of Item:** Contract/Agreement

---

**Summary:** This License Agreement for Exclusive Use of City Property is used as an annual instrument to acknowledge dates of exclusive use of Briscoe Park and capture other City-owned resources such as equipment and personnel requested by the Alvin Sunrise Rotary Club for the purpose of holding the fundraising event "Music Fest and Bar-B-Q Cook-Off." This year, exclusive park use is requested by Alvin Sunrise Rotary Club from Monday, March 18, 2024, to Sunday, March 24, 2024, with the actual event scheduled for Friday, March 22 through Saturday, March 23, 2024, in Briscoe Park to include food, alcoholic beverages, music, and other entertainment.

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

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

Pursuant to the Licensing Agreement, the City agrees to:

- Contribute \$20,000 of Hotel Occupancy Tax funds from the HOT fund grant program
  - Authorize Alvin Sunrise Rotary to sell alcoholic beverages on City property
  - Waive tent fees for individual participating cooks/cook teams
  - Waive Park user fees as outlined in the Event Application
  - Reimbursement to Alvin Sunrise Rotary not to exceed \$1,500 for rental of a portable restroom
-

trailer

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

Staff recommends approval of this Agreement.

---

|                                 |                                                                                                               |                        |                                                                                                  |
|---------------------------------|---------------------------------------------------------------------------------------------------------------|------------------------|--------------------------------------------------------------------------------------------------|
| <b>Funding Expected:</b>        | Revenue <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> N/A <input type="checkbox"/> | <b>Budgeted Item:</b>  | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> |
| <b>Funding Account:</b>         | <u>121-1006-14-3228</u><br><u>311-9001-00-3530</u>                                                            | <b>Amount:</b>         | \$20,000.00<br>\$ 1,500.00                                                                       |
| <b>Legal Review Required:</b>   | N/A <input type="checkbox"/> Required <input checked="" type="checkbox"/>                                     | <b>Date Completed:</b> | <u>1/10/2024 SLH</u>                                                                             |
| <b>Finance Review Required:</b> | N/A <input type="checkbox"/> Required <input checked="" type="checkbox"/>                                     | <b>Date Completed:</b> | <u>CT 1/11/24</u>                                                                                |

---

**Supporting documents attached:**

1. 2024 License Agreement Alvin Sunrise Rotary
  2. 2024 Alvin Sunrise Rotary Music Festival map
  3. Approval Letter of Grant Funding; Alvin Sunrise Rotary Music Fest 24
- 

**Recommendation:** Move to approve a License Agreement for the Exclusive Use of City Property between the City of Alvin and the Alvin Sunrise Rotary Foundation for the Music Festival and Bar-B-Q Cook-Off at Briscoe Park from Monday, March 18, 2024 to Sunday, March 24, 2024, with the actual event scheduled for Friday, March 22 through Saturday, March 23, 2024; and authorize the City Manager to sign the Agreement upon legal review.

---

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

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

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

**THIS LICENSE AGREEMENT** (“Agreement”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Alvin, a municipal corporation (“the City”), and Alvin Sunrise Rotary Foundation, a Domestic Non-Profit Corporation (“Licensee”).

**RECITALS:**

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

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

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

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

**Term of License.** This License shall begin Monday, March 18, 2024, at 6:00 a.m. and continue through Sunday, March 24, 2024, at 9:00 p.m. (a period of approximately seven (7) consecutive days), unless revoked earlier by the City at its sole discretion.

**3. Operation Requirements.**

Licensee agrees to the following:

- a. Licensee shall adhere to all local, state and federal regulations concerning the sale and distribution of food and alcohol, including obtaining a food/beverage sales permit and alcoholic beverage distribution requirements and permit.
- b. Licensee shall obtain a sound and noise permit. The approval of said permit shall exempt the Licensee from the current maximum permissible sound levels outlined in Section 15-9.2 of the City of Alvin's Code of Ordinances. This exemption is clearly stated in Section 15-9.4 of the Code of Ordinances.
- c. Licensee shall fence the entire Licensed Property area to be used for Licensee's exclusive use.
- d. Licensee shall provide security personnel for the entire time Licensee sells or distributes alcoholic beverages on Friday, March 22, 2024, beginning at 4:00 p.m. through 12:00 a.m. and Saturday, March 23, 2024, beginning at 10:00 a.m. through 1:00 a.m., and in accordance with all local, state and federal regulations concerning the sale and distribution of alcoholic beverages.
- e. Licensee agrees the security and traffic operational plan will be developed and staffed by Alvin Police Department and Office of Emergency Management. Licensee shall pay the personnel contracted to provide security and traffic control for the event.
- f. Licensee acknowledges the required security personnel is defined in the Event Application. Licensee further acknowledges the Alvin Chief of Police or designee reserves the right to establish, change or modify the amount and type of peace officers needed.
- g. Licensee and its agents shall maintain the property in a reasonably clean condition, and, at the termination of the license, shall remove all equipment, refuse and any other materials brought onto the property by the Licensee and/or its guests.
- h. Licensee shall abide by all the terms of the Event Application, Ordinances and/or Fees that are not excepted in this Agreement.

City agrees to the following:

- a. Authorize Licensee (TABC permit holder) to sell alcoholic beverages on the Licensed Property during the term of the License in accordance with local, state and federal regulations concerning the sale and distribution of alcohol.
- b. Provide necessary barricades and cones for street closures at no cost to Licensee.
- c. Provide onsite EMS personnel and ambulance at no cost to Licensee.
- d. Provide onsite Alvin Office of Emergency Management Mobile Command Truck at no cost to Licensee.
- e. Provide use of up to 20 picnic tables and 30 trash barrels with liners at no cost to Licensee.
- f. Provide electricity and water, where already furnished, which includes electrical outlets, security lights, athletic field lighting as well as interior and exterior lighting on the concession stand and press box buildings at no cost to Licensee.
- g. Contribute Twenty Thousand and No/100 Dollars (\$20,000) from the Hotel Occupancy Tax Fund to be used in accordance with the Hotel Occupancy Tax Funding Application approved by the Hotel Occupancy Tax (H.O.T.) grant review committee on August 15, 2023.
- h. Provide up to 15 hours of the Alvin Fire Marshal or Assistant Fire Marshal's time for inspection of cookers and other Fire Safety and prevention services required by the City at no cost to Licensee.
- i. Waive tent permit fee for each participating cooker/cook team required by Section 28-2, Code of Ordinances.
- j. Reimbursement to Alvin Sunrise Rotary not to exceed \$1,500 for rental of a portable restroom trailer.

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

**5. Indemnification and Insurance.** Licensee shall defend, indemnify and hold harmless the City, its officers, agents, employees, successors and assigns from any and all claims, losses, costs, damages, expenses and liabilities, including reasonable attorneys' fees, for or from loss of life or damage or injury to any person or property of any person or entity, including, without limitation,

the agents, officers, employees, invitees and licensees of the City, arising out of, connected with or incidental to, either directly or indirectly, Licensee's negligent use of, construction on, or maintenance of the Licensed Property during the term of this License by Licensee, its employees, agents, contractors and subcontractors, licensees or invitees or the exercise by Licensee of any of its rights or the performance by Licensee of any of its obligations. Licensee shall not interfere with or damage existing utility facilities or City infrastructure, on, off, under, or near the Licensed Property, and shall indemnify and reimburse the City for any damages, costs, expenses or liabilities resulting from Licensee's damage or interference therewith. The indemnity obligation contained in this Section shall survive the expiration or earlier termination of this License. In no event, however, shall the foregoing agreement to defend, indemnify and hold harmless the City be deemed to extend to any liability for any environmental condition of the Licensed Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To the City of Alvin:

City Manager  
216 W. Sealy  
Alvin, Texas 77511

To the Licensee:

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

Contact Person:  
Phone:

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

**CITY OF ALVIN**

By: \_\_\_\_\_  
Junru Roland, City Manager

Date: \_\_\_\_\_

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

Signature: \_\_\_\_\_

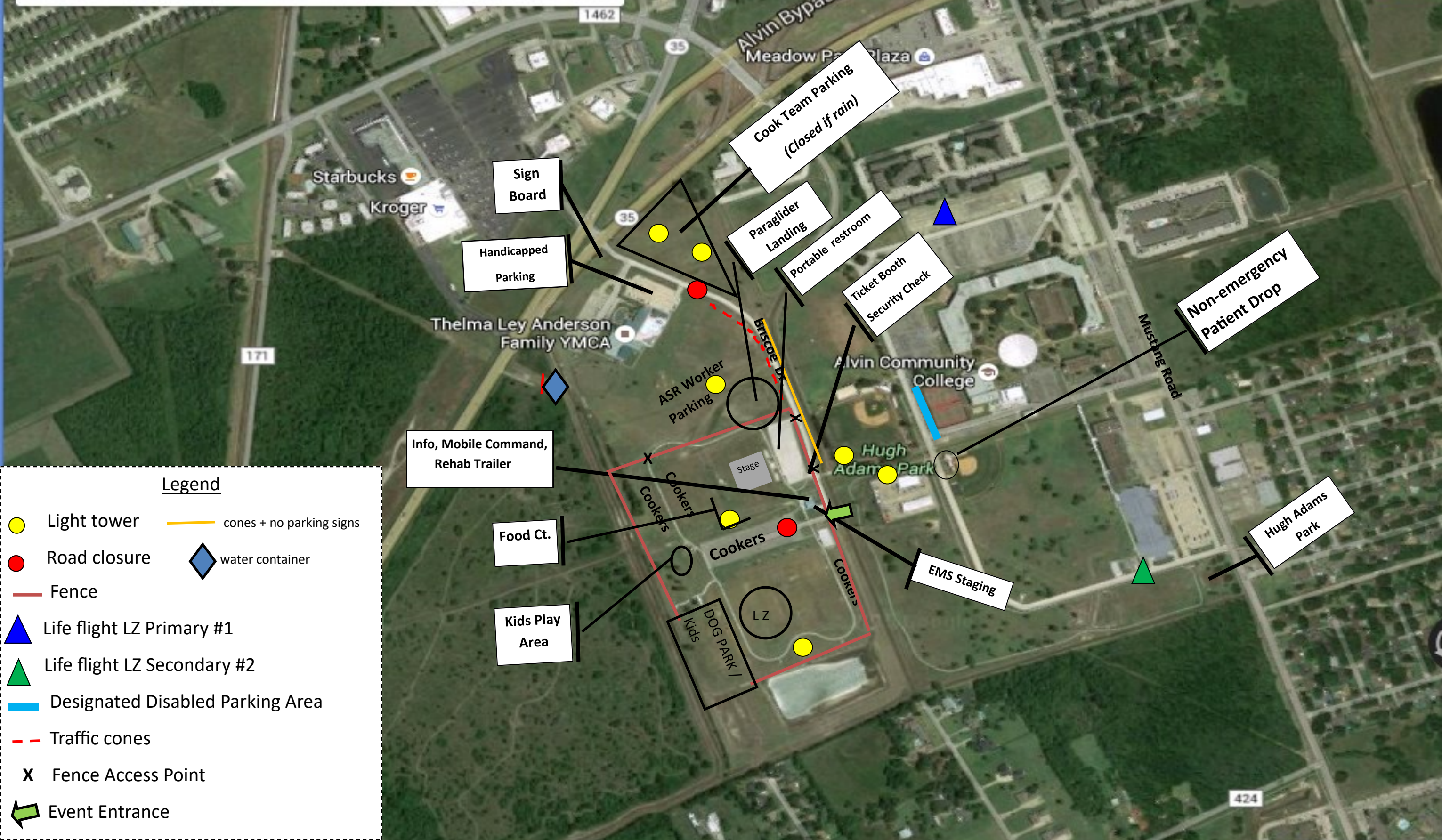
Title: \_\_\_\_\_, Alvin Sunrise Rotary Foundation

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment: Exhibit A [map]

# 2024 Alvin Sunrise Rotary Music Festival (March 22 & 23)





**City of Alvin Convention & Visitor's Bureau**  
216 W. Sealy  
Alvin, TX 77511

August 2023

Dear Alvin Sunrise Rotary Club,

Following the Hotel Occupancy Tax (HOT) Grant review committee's determination on Tuesday, August 15, 2023, we are pleased to inform you that your organization has been awarded HOT grant funding for 2024. Funds provided by the HOT grant are used to help fund any expenditure or event that directly promotes tourism and generates stays in hotel rooms within the City of Alvin as mentioned in the guidelines. The review committee felt your event follows the guidelines and has rewarded the Alvin Sunrise Rotary Club's event, the Alvin Music Festival, \$20,000 in HOT grant funding.

This funding must be used to hire bands for the event as well as marketing of the event. The Alvin Sunrise Rotary Club will be rewarded \$10,000 before the event and then the remaining \$10,000 after the event and after the post event packet is received by the City. Once the post-event packet has been approved, the Alvin Sunrise Rotary Club will receive a check for the 2nd half of the grant.

I appreciate the time it takes to develop a community event and prepare an application for funding. Congratulations, your dedication to our community is being honored by this grant award. Thank you for your interest in and commitment to providing citizens of Alvin and visitors this exciting event.

Sincerely,

A handwritten signature in black ink that reads "Athlyn Allen".

Athlyn Allen Roberts, City of Alvin Convention & Visitors Bureau



# AGENDA COMMENTARY

---

**Meeting Date:** 1/18/2024

**Department:** City Manager

**Contact:** Junru Roland, City Manager

**Agenda Item:** Discuss and consider Ordinance 24-E, amending the City of Alvin, Texas, Ordinance 23-V, passed and approved on September 7, 2023, an ordinance approving and adopting the City of Alvin's budget for Fiscal Year 2023-2024, by approving a budget amendment to the original 2023-2024 budget; providing for a transfer of funds for the purpose of amending the budget and the organizational chart of the Economic Development Department by funding an Economic Development Director and unfunding the Economic Development Coordinator position as set forth in "Exhibit A;" providing for severability; and providing for other matters related thereto.

---

**Type of Item:** Ordinance

---

**Summary:** Article V, Section 4 of the current City of Alvin Charter requires that all changes to the organizational charts recommended by the City Manager shall be submitted to Council for approval prior to implementation. With the resignation of the Economic Development Coordinator -- effective February 1, 2024 -- I am recommending that the Economic Development Coordinator be unfunded and an Economic Development Director be funded.

The Economic Development Director will administer the economic development program, providing leadership in the areas of business development, business growth, and business retention. This director-level position will work to proactively address the evolving economic landscape, positioning Alvin as an attractive destination for businesses and residents alike.

Funding for the Economic Development Director position will be sourced from the FY 2023-24 budget allocations originally designated for the Coordinator role. Additional funding may be necessary to fully support the Economic Development Director position, depending on the hire date of the Economic Development Director. The pay range for this position will be equivalent to the pay range classification of other directors of the City. As with all Director-level positions, City Council will have the opportunity to consent to the City Manager's recommendation for this position.

Staff recommends adoption of Ordinance 24-E.

---

**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:** 1/11/2024 SLH

**Finance Review Required:** N/A ☐ Required ☒

**Date Completed:** CT 1/11/24

---

**Supporting documents attached:**

1. Ord 24-E; Economic Development Director
-

2. Exhibit A -- Proposed Economic Development Department Org Chart (1)
  3. 2024 Director of Economic Development
- 

**Recommendation:** Move to approve Ordinance 24-E, amending the City of Alvin, Texas, Ordinance 23-V, passed and approved on September 7, 2023, an ordinance approving and adopting the City of Alvin's budget for Fiscal Year 2023-2024, by approving a budget amendment to the original 2023-2024 budget; providing for a transfer of funds for the purpose of amending the budget and the organizational chart of the Economic Development Department by funding an Economic Development Director and unfunding the Economic Development Coordinator position as set forth in "Exhibit A;" providing for severability; and providing for other matters related thereto.

---

Reviewed by Department Head, if applicable: \_\_

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: X

Reviewed by City Manager, if applicable: X

## **ORDINANCE NO. 24-E**

**AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CITY OF ALVIN, TEXAS, ORDINANCE NO. 23-V, PASSED AND APPROVED SEPTEMBER 7, 2023, AN ORDINANCE APPROVING AND ADOPTING THE CITY OF ALVIN'S BUDGET FOR FISCAL YEAR 2023-2024 BY APPROVING A BUDGET AMENDMENT TO THE ORIGINAL 2023-24 BUDGET; PROVIDING FOR TRANSFER OF FUNDS FOR THE PURPOSE OF AMENDING THE BUDGET AND THE ORGANIZATIONAL CHART OF THE ECONOMIC DEVELOPMENT DEPARTMENT BY FUNDING AN ECONOMIC DEVELOPMENT DIRECTOR AND UNFUNDING THE ECONOMIC DEVELOPMENT COORDINATOR POSITION AS SET FORTH IN EXHIBIT A; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.**

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

**Section 1.** That the City of Alvin 2023-2024 Fiscal Year Budget and Ordinance 23-V adopting said budget are hereby amended for the purpose of funding the position of "Economic Development Director" and eliminating the Economic Development Coordinator position by amending the organizational chart of the Economic Development Department as set forth in Exhibit "A," attached hereto and incorporated herein by reference.

**Section 2.** All portions of the existing Alvin 2023-24 Fiscal Year Budget, except as amended herein, shall remain in full force and effect, and are not otherwise affected by the adoption of this amendatory ordinance.

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

**Section 4. Open Meetings Act.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**PASSED and APPROVED** on the 18<sup>th</sup> day of January 2024.

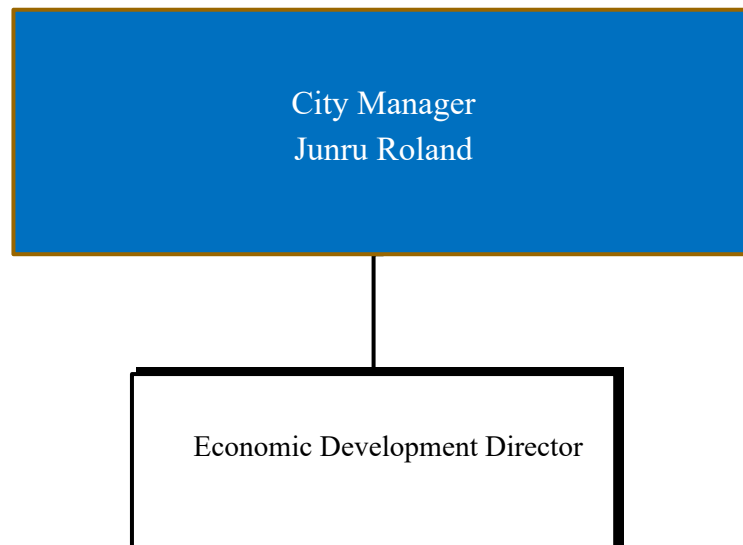
**CITY OF ALVIN, TEXAS:**

**ATTEST**

By: \_\_\_\_\_  
Gabe Adame, Mayor

By: \_\_\_\_\_  
Dixie Roberts, City Secretary

## Economic Development



Department Head

Full-time position

Full-time position –  
Funding Split

Part-time  
position



**Job Title: Director of Economic Development**  
**Reports To: City Manager**  
**Position Type: Full -Time**

**FLSA Status: Exempt**  
**Pay Grade: 40**  
**Revision Date: 01/08/2024**

---

### **Job Summary:**

The purpose of this position is to oversee the daily operations of the Economic Development Department. In the Economic Development Department, the Director will provide leadership in the areas of business development, growth, and retention. Administering the economic development program will include prospect development and negotiation with retail and industrial representatives to encourage site selection within Alvin. Other duties will include addressing concerns of employers and citizens; presenting economic development information to city officials, city administration and citizens; and conducting research to support development growth and retention initiatives. The Economic Director will perform related work as required and report to the City Manager.

### **Essential Duties and Responsibilities:**

*The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.*

- Administers and implements the City's Comprehensive Master Plan. Works with the City Manager in coordinating and implementing the Comprehensive Master Plan, as well as the Economic Development program.
- Provides leadership toward business retention and expansion, business development, workforce development, and infrastructure development, working with all available resources.
- Direct and oversee the development and administration of the Economic development Department budget. Provides input to City Manager for future budget submissions.
- Develops and executes programs to generate prospect leads, which result in the location of new business; facilitates the expansion of existing businesses.
- Conducts targeted sales calls and follow-up communications with business prospects throughout the Houston region and locations outside Texas.
- Coordinates with business prospects and their representatives to collect project data; screen and qualify prospects, conduct site tours of Alvin, draft performance/incentive proposals and conduct project follow-up communications and visits to prospects.
- Manage marketing/tracking database of business contacts and prepare reports.

- Develops and implements policies and procedures for the Economic Development program.
- Serves as a liaison to Special Districts and other economic development organizations throughout the region that advance the City of Alvin's goals and initiatives.
- Meets with Alvin community leaders to create an economic development allies network that supports existing business and attracts new opportunities.
- Travel, which may include weekends and after-hours, for educational conferences within the industry to remain well versed in all aspects of economic development.
- Attends City of Alvin Pre-development meetings when possible to build relationships and assist business development to include expansion or new locations.
- Assists in the preparation of development agreements and ensures that City and developers are meeting their respective obligations as established in development agreements.

### **Minimum Qualifications:**

Four-year degree with an emphasis on management, general business marketing, communications or liberal arts, or equivalent work experience in the field of economic development, community development or marketing, and private industry. Substitution of direct training of economic development course work from the Texas Economic Development Council, Oklahoma University Economic Development Institute or equivalent along with five plus years of experience will be accepted. Must have knowledge of federal economic and state economic development agencies and programs.

Valid Texas Class C driver's license.

### **Knowledge, Skills, and Abilities:**

- Extensive knowledge of City policies, procedures and ordinances, and various codes and laws affecting land development.
- Thorough knowledge of general City operations.
- Thorough knowledge of generally accepted government budgeting methods and practices.
- Skill in using business English and in making mathematical calculations involving advanced applications of business math and statistics with accuracy and speed.
- Ability to develop short- and long-range development plans to meet established goals.
- Ability to understand and follow complex oral and written instructions.
- Ability to communicate effectively with supervisor, City personnel, City officials and the public.
- Ability to make sound, educated, independent decisions and use judgment and discretion in applying City policies, rules, and regulations. Decisions regarding establishment of policies may be made. Contact may involve support of controversial positions or the negotiation of sensitive issues or important presentations.
- Ability to manage multiple tasks simultaneously, communicate effectively, both orally and in writing, and establish and maintain effective relationships with commercial constituents, promotional partners, and the public.
- Ability to prepare complex technical reports, financial reports, budgets, presentation materials, records, correspondence, planning diagrams, etc., with completeness, accuracy, and extreme attention to detail.
- Ability to read, analyze, understand, and apply financial and/or technical reports, ordinances, policies, codes, etc.

- Ability to learn and utilize new skills and information to improve job performance and efficiency.
- Ability to attend and remain at work regularly and adhere to policies and procedures regarding absenteeism and tardiness.

**Physical Demands and Environmental Factors:**

- Tasks involve the ability to exert light physical effort in sedentary to light work, which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds). Tasks may involve extended periods of time at a keyboard or workstation.
- Tasks are regularly performed without exposure to adverse environmental conditions.
- Tasks require sound and visual perception and discrimination, as well as oral communications ability.

**Emergency Status:**

The **Director of Economic Development** is classified as an “Emergency Essential” position as described in the City of Alvin’s Personnel Policy Manual. These employees may be required to remain or respond in the event of emergency conditions and be available immediately before (Pre-Impact), during (Emergency Period), and/or after the disaster or emergency condition (Post Impact/Recovery), to perform duties directly related to the emergency conditions as determined by the City.

The above statements describe the general nature and level of work being performed as the date of preparation and approval. They are not to be construed as an exhaustive list of all responsibilities, duties, and skills required of the position. Employees holding this position will be required to perform any other job-related duties as requested by management. The job description does not constitute an employment agreement between the employer and employee, and all requirements are subject to possible modification to reasonably accommodate individuals with disabilities.

**Receipt of Job Description:**

I have read and understand this job description. By signing below, I further understand and agree that this job description applies to my current position and that I am responsible for meeting the requirements outlined in this job description.

---

Printed Name

---

Employee Signature

---

Date



# AGENDA COMMENTARY

---

**Meeting Date:** 1/18/2024

**Department:** Legal Department

**Contact:** Suzanne Hanneman, City Attorney

**Agenda Item:** Acknowledge receipt of the 2023 Charter Review Commission Report and discuss potential propositions for consideration in a Special Charter Election in May 2024.

---

**Type of Item:** Action Item

---

**Summary:** During the Council workshop on January 4, 2024, the Charter Review Commission presented and discussed the recommended changes to the Charter and obtained Council's input regarding several of the recommended changes. Those changes have been incorporated into the Report and will be worded into propositions for the Special Charter Election in May 2024.

---

**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:** 1/11/2024 SLH

**Finance Review Required:** N/A ☒ Required ☐

**Date Completed:** ☐

---

**Supporting documents attached:**

1. 2023 Alvin Charter Review Report - Final after Council input
- 

**Recommendation:** Acknowledge receipt of the 2023 Charter Review Commission Report.

---

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒



**City of Alvin  
Charter Review Commission Report  
December 14, 2023**

## **Table of Contents**

- I. Introduction
  - Council Charge
  - Commission Membership
  - Commission Proceedings
  - Commission Rationale for Changes
- II. Recommendations from City staff & Legal staff
- III. Recommendations from the Commission
- IV. Conclusion

## **I. Introduction**

The Alvin City Charter requires a review of the City Charter at least every four years but no more often than every two years. The previous Charter Review Commission met in 2020 and the City Council appointed the current Charter Review Commission on June 1, 2023. The Commission was tasked to review the Charter for:

- adequate legal updates consistent with state and federal law
- the promotion of good government practice
- the creation of better efficiency or effectiveness
- clarification of charter terms
- recommendations to Council about the Commission's conclusions about these issues

The Charter Review Commission consists of six (6) members which are appointed by the City Council. At the first regularly scheduled Commission meeting, a Chair, Vice-Chair, and Secretary were elected. The Charter Review Commissioners are Adam Arendell (Chair), Bob Dillman (Vice-Chair), Jason Jones (Secretary), Caiden Anderson, Ashley Davis, and Stephen Garcia.<sup>1</sup>

The staff representative to the Commission was Suzanne Hanneman, City Attorney, who provided significant support for every meeting and the entire process. The City Secretary's office assisted with preparing the agendas and the minutes of each meeting.

All meetings were posted and were open to the public, in accordance with the Texas Open Meetings Act. The Commission conducted its initial meeting on July 17, 2023, and the Commission's last meeting was held November 14, 2023. A total of six (6) meetings were held over the past six (6) months. The Commission reviewed the City Charter multiple times, taking into consideration suggestions that were proposed by City staff, the City Manager and City Attorney, and the Commission itself.

After discussion, the Commission used the following rationale for consideration of changes to the City Charter:

---

<sup>1</sup> One member, Jennifer Ahlbaum, was appointed to the Commission, but never participated and filed a formal resignation letter with Council in October 2023.

- Is the current City Charter correct?
- Is the current City Charter misleading or vague?
- How does the City Charter and/or item relate to state or federal law?
- Does the item belong in the City Charter or does it unduly restrict the council?
- What are the benefits/drawbacks of the item?

## II. Recommendations from City Staff and Legal Counsel

The Commission requested input from city staff and legal counsel. The City Attorney delivered recommendations from city staff, and the City Attorney. The Commission discussed over 50 items of interest.

## III. Recommendations from the Commission

### **The Charter Review Commission recommends the following changes to the Alvin City Charter**

#### **1. Commission Recommendation: Correct various typographical/ grammatical / spelling errors or word changes in the City Charter.**

a. Preamble – ~~self-government~~ self-government

b. Article III, Elections, Section 1 – Calling and regulating elections

~~such not be authorized~~ such is not authorized

c. Article V, Administrative Services, Section 4, Administrative Departments

and excepting where otherwise provided in this Charter ...

d. Article VII, Municipal Finance, Section 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~~ continued, the Council shall hold a public hearing ...

- e. Article IX, General Provisions, Section 3 – Official newspaper

~~official organ thereof~~ the official newspaper

**Rationale:** To correct various typographical/grammatical/spelling errors that do not change the meaning or intent, and to change incorrect words to the correct words – separability to severability.

**2. Commission Recommendation: Insertions.**

Insert “in accordance with state law” to the following sections:

- a. Article I, Incorporation, Form of Government, and General Powers, Section 5 – Annexation and disannexation

“... upon a petition signed by a majority of the property owner in a platted subdivision, in accordance with state law

- b. Article IV, Initiative, Referendum and Recall, Section 10 – Procedure and results of election

“... at least once in a newspaper of general circulation in the city, and/or in accordance with state law

- c. Article X, Franchises and Public Utilities, Section 4 – Ordinance granting franchise

“... in the official newspaper of the city, and/or in accordance with state law

**Rationale:** To allow for alternate publication methods if newspapers become obsolete.

**3. Commission Recommendation: Title Change.**

Change “Director of Administrative Services” to “Director of Finance.”

**Rationale:** This change was proposed by the City Manager and agreed to by the Commission. This change will update the position title of Director of

Administrative Services to Director of Finance throughout the Charter.

**4. Commission Recommendation, Revise Article I. – Incorporation, Form of Government, and General Powers, Section 1 – Incorporation**

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

**Rationale:** Clarifying that the corporate limits are revised by ordinance.

**5. Commission Recommendation, Revise Article I. – Incorporation, Form of Government, and General Powers, Section 5 – Annexation and disannexation.**

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

**Rationale:** Cities no longer have much authority to unilaterally annex property

**6. Commission Recommendation, Revise Article II. – The Council, Section 1 – Governing Body.**

- (a) The governing body of the city shall be a City Council composed of seven (7) councilmembers and a mayor, each elected for a term of three years. The council districts shall be designated as Districts A, B, C, D and E and At-Large Positions 1 and 2. The mayor and councilmembers for At-Large Positions 1 and 2 shall be elected from the city at-large. Councilmembers for Districts A, B, C, D and E shall each be elected by vote of the qualified voters residing within a corresponding lettered single member district established by ordinance. The terms of the mayor and councilmembers shall be staggered ~~three-year~~ **three-year** terms. ~~No mayor or councilmember may serve more than three (3) consecutive terms of office (inclusive of unexpired terms) without abstaining from holding office for the position of mayor or councilmember of the city for at least one full term of office.~~
- (b) The mayor and each councilmember shall serve until his or her successor is elected or appointed and qualified to serve. The regular term of office of the mayor and the councilmembers shall commence on the first Thursday following the canvass of the election at which they receive a majority vote. A member of the Council elected in a run-off election shall take office on the first Thursday following the day on which the votes for the run-off election are canvassed. The remaining term of a member of Council elected at a special election shall commence on the first Thursday after the canvass of votes for the election at which they receive a majority of the votes cast for the office.
- (c) **No mayor or councilmember may serve more than three (3) consecutive terms of office, including unexpired terms, without abstaining from holding office for the position of mayor or councilmember of the city for at least one full term of office.**
- (d) For the purpose of term limits, the office of Mayor shall be considered a separate office from other Council positions; and a member of Council may serve up to three (3) terms and be elected to the office of Mayor for three (3) terms, with or without a break in service. ~~A person elected to fill a vacant office shall be deemed to have held that office for a full term if the person serves in that office for more than fifty percent (50%) of the full term.~~

- (e) A person elected to fill a ~~vacant office~~ unexpired term shall be deemed to have held that office for a full term if the person serves in that office for more than fifty percent (50%) of the full term.

**Rationale:** This edit simply moves sentences around in such a way that makes it easier to understand and changes the language from “vacant office” to “unexpired term” to be consistent.

**7. Commission Recommendation, Revise Article II. – The Council, Section 7 – Interference in administrative matters.**

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

**Rationale:** Simple clarification.

**8. Commission Recommendation, Revise Article II. – The Council, Section 10 – Rules of procedure**

The Council shall by ordinance determine its own rules and order of business. A quorum of the Council, ~~which~~ shall consist of four (4) Councilmembers ~~and the presiding officer~~, and shall be necessary for the transaction of all regular business.; A majority of the Council shall consist of four (4) Councilmembers, but and no ordinance shall be of any force or effect unless it is adopted by the favorable vote of a majority of the Council. ~~A majority of the Council shall consist of four (4) Councilmembers or three (3) Councilmembers and the presiding officer.~~ If a member of the Council is absent from three (3) consecutive regularly scheduled meetings without explanation acceptable to a majority of the Council, his/her office shall be declared vacant at the next regular meeting. The Council may adopt such rules, and prescribe such penalties as it may see fit to enforce the attendance of its members at all regular and called meetings of the Council or its committees. Minutes of all meetings of the Council shall be taken and recorded by the City Secretary or his/her assistant, and such

minutes shall constitute a public record. An abstention from voting shall constitute and be recorded as a “no” vote unless the councilmember has filed an affidavit declaring a conflict of interest under state law in which case the abstention shall constitute neither a “no” nor “yes” vote and shall be recorded as an abstention.

**Rationale:** Removing the language concerning the “presiding officer” and changing around the language regarding quorum and majority removes confusion for what is required for a quorum and a majority vote.

**9. Commission Recommendation, Revise Article III. Elections, Section 2 – Filing for office.**

Candidates filing for office shall make application for a place on the ballot within the times prescribed by the Texas Election Code. In the absence of a filing deadline established by state law, an application for a place on the ballot must be filed not later than 5:00 p.m. of the ~~62nd~~ 78th day before election day. An application may not be filed earlier than the 30th day before the date of the filing deadline. All applications shall designate the office sought. It shall be the duty of the City Secretary to place the name of all qualified candidates, making timely application, on the official ballot.

**Rationale:** This conforms with the change in the Texas Election Code in the last legislative session.

**10. Commission Recommendation, Revise Article IV. – Initiative, Referendum and Recall, Section 8 – Referendum-suspension of ordinance.**

When an authorized referendum petition is certified by the City Secretary as sufficient, the ordinance sought to be reconsidered shall be suspended; and such suspension shall continue until the council ~~adopts the proposed initiative,~~ repeals the ordinance, or the ordinance is upheld by election.

**Rationale:** This provides for consistency for the options that Council has regarding a proposed initiative.

**11. Commission Recommendation, Revise Article IV. – Initiative, Referendum and Recall, Section 11 – Power of Recall.**

The people of the city reserve the power to recall any elected city officer and may exercise the power by filing with the City Secretary a petition ~~that conforms with the following requirements:~~

(a) For at large council positions and the office of the Mayor, the petition must be signed by qualified voters of the city equal in number to at least ~~twenty~~ fifty-one percent (~~20~~ 51%) of the number of votes cast in the last general city election, or 200 registered voters, whichever number is greater, ~~with at least twenty-five (25) percent of those signatures being from the district which the Council member is elected if the Council member represents a specific district, demanding the removal of the elected officer.~~

(b) For single member districts, the petition must be signed by qualified voters of that district equal in number to at least fifty-one percent (51%) of the number of votes cast in that district in the last general city election and only voters residing in that district can vote in that recall election.

The petition shall state the reason for the recall and shall be signed and verified as required for an initiative petition and shall include the additional requirement that the bottom of each page of the petition shall contain the original signature of the presenter of the petition. A separate petition must be filed for each officer being recalled. If the Council orders a recall election for any member, such election shall be held in the manner provided in this Article. ~~Notwithstanding, any other provision of this Article, if the officer being recalled is elected from a single member district, only the voters residing in that district can vote in that recall election.~~

**Rationale:** This provides further clarifying language any elected City official that represents a specific district.

**12. Commission Recommendation, Revise Article V. – Administrative Services, Section 1 – Appointment and qualifications of City Manager.**

The Council shall appoint a City Manager who shall be the chief administrative officer of the city and shall be responsible to the Council for the administration of all the affairs of the city under his/her jurisdiction. He/she shall be chosen by the Council solely on the basis of his/her executive and administrative training, experience and ability, and need not, when appointed, be a resident of the city, **but shall become a resident of the City (including the City's ETJ), within a mutually agreeable timeframe.** No member of the Council shall, during the time for which he/she is elected and one year thereafter, be appointed or designated City Manager.

**Rationale:** Removing any requirement or discussion of residency requirements for City Manager.

**13. Commission Recommendation, Revise Article V. – Administrative Services, Section 2 – Term and Salary of City Manager.**

The City Council may employ the services of a City Manager by contractual agreement. The City Manager, nonetheless, may be removed by a **majority** vote ~~of at least four (4) members~~ of the **entire** Council. The action of the Council in suspending or removing the City Manager shall be final, it being the intention of this Charter to vest all authority and fix all responsibility for such suspension or removal in the council. The City Manager shall receive such compensation as may be fixed by the Council.

**Rationale:** Better clarification regarding a super majority vote for removal of the City Manager.

**14. Commission Recommendation, Revise Article V. – Administrative Services, Section 4 – Administrative Departments.**

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

~~by the City Manager shall be submitted to Council for approval prior to implementation.~~ The City Manager has the authority to assign or transfer the duties of any department to another department, and/or change the titles of any employee, where such changes do not exceed the budget, and the City Manager shall promptly notify Council of any such changes. The City Manager shall present any changes that exceed the budget to Council for adoption in the fiscal budget.

**Rationale:** This change was proposed by the City Manager and agreed upon by the Commission. This gives the City Manager the authority to make changes that do not affect the budget.

**15. Commission Recommendation, Revise Article V. – Administrative Services, Section 7 – City Attorney.**

Council shall appoint a competent attorney, duly licensed by the State of Texas, to be City Attorney. He/she shall be appointed and removed at the will and pleasure of Council by a majority vote of the entire Council. He/she shall receive compensation as may be fixed by council. The City Attorney, or other attorneys selected by him/her with ~~the approval of~~ notification to Council, shall represent the city in all litigation. He/she shall be the legal advisor, attorney and counsel for the city and all officers and departments thereof.

**Rationale:** This change was proposed by the City Attorney and agreed upon by the Commission. This conforms with the actual practice of how the City Attorney selects outside council.

**16. Commission Recommendation, Revise Article V. – Administrative Services, Section 10 – Employee pay plans, classification, personnel policies, etc.**

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

**Rationale:** This language clarifying officers covered not only under civil service, but also under collective bargaining.

**17. Commission Recommendation, Revise Article VI. – Municipal Court, Section 2 – Judge of the municipal court.**

The Judge of the municipal court shall be appointed by a majority of the Council, shall hold office for a term of two (2) years, and shall receive such salary as may be fixed by City Council. The judge shall be a resident of Brazoria County **or a contiguous county** for at least one year immediately prior to his/her appointment, possess good moral character and shall have never been convicted of a felony or any crime involving moral turpitude in this or any other state. The Council shall have authority to appoint associate judges as are deemed appropriate and necessary by the presiding judge. Associate judges shall be appointed in the same manner and with the same qualifications set forth for the presiding Judge. Associate Judges shall have the same duties and responsibilities as the presiding judge and shall serve in the absence of the presiding Judge. The Judge, **and** Associate Judge(s), ~~or anyone acting in his/her place~~ shall receive such compensation as may be set by the Council. The Council shall have the power to create and establish additional municipal courts, with the same or separate jurisdictions, and to appoint additional judges for each court so established, in accordance with state law.

**Rationale:** This change was proposed by the Municipal Judge and approved by the Commission. This change removes the requirement of Brazoria County residency, which has led to the Court not receiving many qualified applicants for associate judge positions. Also removes confusing language regarding someone acting in the Judges place.

**18. Commission Recommendation, Revise Article VII. – Municipal Finance, Section 7 – Vote required for adoption.**

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

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

**Rationale:** Changing language to be consistent for a super majority.

19. **Commission Recommendation, Revise Article VII. – Municipal Finance, Section 10 – Budget establishes appropriations.**

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

**Rationale:** The revised language clarifies the City's actual practice.

20. **Commission Recommendation, Revise Article VII. – Municipal Finance, Section 24 – Tax Liens.**

~~(a) The tax levied by the city is hereby declared to be a lien, charge or encumbrance upon the property upon which the tax is due, which lien, charge or encumbrance the city is entitled to enforce and foreclose in any court having jurisdiction over the same, and the lien, charge or encumbrance on the property in favor of the city, for the amount of the taxes due on such property is such as to give the state courts jurisdiction to enforce and foreclose said lien on the property on which the tax is due, not only as against any resident of this state or person whose residence is unknown, but also as against nonresidents.~~

~~(b) All persons or corporations owning or holding personal property or real estate in the city on the first day of January of each year shall be liable for all municipal taxes levied thereon for such year.~~

~~(c) The city's tax lien shall exist from January first in each year until the taxes are paid, and the statute of limitations shall not apply. Such lien shall be prior to all other claims, and no gift, sale, assignment or transfer of any kind, or judicial writ of any kind, can ever defeat such lien.~~

**Rationale:** The recommendation to remove this section in its entirety came from Mike Darlow with Perdue Bradon, as this is provided for in state law.

**21. Commission Recommendation, Revise Article VII. – Municipal Finance, Section 25 – Tax remissions, discount and compromises, correction of error.**

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

**Rationale:** The recommendation to remove this section in its entirety came from Mike Darlow with Perdue Brandon, as this is provided for in state law.

**22. Commission Recommendation, Revise Article VIII. – Municipal Planning, Section 1 – Planning Commission.**

The Council shall appoint a city Planning Commission, consisting of ~~not less than five (5) nor more than eleven (11)~~ **seven (7)** members who shall be **qualified voters of the city who have resided within the city for a period of not less than (12) months immediately preceding their appointment,** ~~residents of the city,~~ and shall serve without compensation. The commission shall meet when there are matters necessary for consideration by the Commission. All minutes of the Planning Commission meetings shall be submitted to the City Council.

**Rationale:** This update reflects the changes Council approved in the City of Alvin's Board and Commission Handbook.

**23. Commission Recommendation, Revise Article VIII. – Municipal Planning, Section 2 – Term of Office.**

Members shall be appointed for ~~a three-year term with one-third to be appointed each year on a continuing basis.~~ three-year terms, which terms shall be staggered so that the initial terms of three (3) members shall be for one (1) year from the date of appointment, and the initial terms of four (4) members shall be for two (2) years from the date of appointment. Members shall not serve more than three (3) consecutive terms without sitting out a full term, after which they can again apply and be considered for appointment to said board or commission, in accordance with the City of Alvin's Board and Commission Handbook ~~with one-third to be appointed each year on a continuing basis.~~

**Rationale:** This change amends the language to be consistent with the Board and Commission Handbook.

**24. Commission Recommendation, Revise Article IX. – Parks and Recreation, Section 1 – Parks and Recreation Board.**

The City shall have a Parks and Recreation Board, which shall be governed by ordinance, in accordance with the City of Alvin's Board and Commission Handbook.

~~City Council shall appoint a Parks and Recreation Board for the city, which shall be composed of not less than seven (7) persons and not more than nine (9) persons who are resident, qualified voters of the city and who have resided within the city for a period of not less than six (6) months immediately preceding their appointment. The City Manager shall be an ex-officio member of the Board. The members of the Parks and Recreation Board shall serve without compensation.~~

**25. Commission Recommendation – Remove Article IX. – Parks and Recreation, Sections 2 through 7**

~~**Section 2—Appointment, term of members.**~~

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

~~**Section 3—Board officers.**~~

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

#### **~~Section 4—Duties of board generally.~~**

~~The Parks and Recreation Board shall be an advisory body and shall act only in an advisory capacity to the City Council. The Board shall advise and make recommendations to the City Council concerning the acquisition, development, improvement, equipment and maintenance of all parks and public playgrounds, and recreational facilities owned or controlled by the city within and without the corporate limits, by March 1<sup>st</sup> of each year. With reference to the development of new parks and playgrounds, it shall be the duty of the board to outline the general plan of development, including landscaping, roads, trails, buildings and equipment, which plan shall be submitted to the City Manager for detailed development, after which such plan shall be submitted to the City Council for adoption or change at the discretion of the City Council.~~

#### **~~Section 5—Vacancies.~~**

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

#### **~~Section 6—Quorum constituted; meetings.~~**

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

#### **~~Section 7—Reserved.~~**

**Rationale:** This rationale for removing this from the Charter in its entirety, is that it is covered, verbatim, in Chapter 16 ½ of the Code of

Ordinances.

**26. Commission Recommendation, Revise Article XI. – General Provision, Section 9 – Meetings of boards, committees and commissions.**

All boards, committees, and commissions established in this charter ~~or by ordinance~~ will meet at least once quarterly ~~if there are matters necessary for consideration~~, and submit the minutes of their meetings to the City Council, ~~in accordance with the City's Board and Commission Handbook~~. The need for other boards, committees and commissions appointed by Council will be reviewed annually by the City Manager and appropriate recommendations for their continuance made to the City Council.

**Rationale:** To add that some boards are created by ordinance, and all shall follow the City's Board and Commission Handbook.

**27. Commission Recommendation, Revise Article XI. – General Provisions, Section 16 – Charter Review Commission**

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

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

**Rationale:** This clarifies that the Charter Review Commission is appointed in June every four (4) years, and provides for publication on the City's website instead of in the newspaper.

#### **IV. Conclusion**

The Charter Review Commission wishes to thank the City staff for their help in the charter review/discussions and the Alvin City Council for opportunity to serve them and the residents of Alvin. We have all had a unique experience and hope that this blend of citizenry has met the expectations of the City Council.

As you know, after submission of our report to Council, the Commission shall convene for the sole purpose of meeting with Council to discuss its report. We remain available to assist the Council to further elaborate on these issues.

Submitted by:

2023 Alvin Charter Review Commission:

---

Adam Arendell, Chair

---

Bob Dillman, Vice-Chair

---

Jason Jones, Secretary

---

Caiden Anderson

---

Ashley Davis

---

Stephen Garcia



# AGENDA COMMENTARY

---

**Meeting Date:** 1/18/2024

**Department:** Police Department

**Contact:** Robert Lee, Police Chief

**Agenda Item:** Consider increasing the current hiring incentive for hiring certified police officers to \$15,000.00, exclusive of the \$3,000.00 moving reimbursement, and increasing the required employment period as set forth in the Certified Officer Hiring Incentive Agreement.

---

**Type of Item:** Action Item

---

**Summary:** In an effort to stay competitive in a very tight job market, Alvin Police Department is requesting that the current hiring incentive of \$6,000.00, exclusive of the \$3,000.00 moving reimbursement, be increased. Currently, nearby cities which we compete with for the same applicant pool, have exceeded, or are in the process of exceeding our incentive. Pearland and Friendswood have an incentive of \$15,000.00, with Friendswood having an additional 1-1 pay match for certified officers. Webster is currently at \$10,000.00 and League City is planning on raising their current \$5,000.00 incentive to \$10,000.00 - \$12,000.00, dependent on what they can get approved. As the council is aware, officers' pay has been increased in FY24, which assisted in attracting certified officers. However, with a hiring incentive more than double what we offer and higher overall (topout) pay, these agencies continue to attract more applicants. By increasing the incentive to \$15,000.00 and retaining the \$3,000.00 moving reimbursement, for those moving 50 miles or more, we will stay competitive and as such, hopefully, attract more applicants. We are also the only agency in our area that currently offers a moving reimbursement.

If the hiring incentive is increased, the Certified Officer Hiring Agreement which authorizes and sets conditions for the incentive, and which must be signed in order to receive the incentive, will be expanded to require the employee receiving the incentive to remain employed for 60-months after completion of the probationary period. If the employee leaves voluntarily during this period, they are required to pay the incentive they have received back to the city based on a prorated amount.

As a point of interest, hiring certified officers saves the City a considerable amount of time and expense. A non-certified hire that we send to the 6-month academy will cost \$34,575.54 with benefits. This cost does not include the cost of the academy (tuition, books, clothing), which averages \$5,000.00 to \$6,000.00, depending on in or out of district cost. All this is a cost that is incurred before they become a sworn officer.

Staff recommends approval of the increased hiring incentive and increased employment period as part of the Certified Officer Hiring Incentive Agreement.

---

**Funding Expected:** Revenue ☐ Expenditure ☐ N/A ☐

**Budgeted Item:** Yes ☐ No ☐ N/A ☒

**Funding Account:**  **Amount:**

**1295 Form Required?** Yes ☐ No ☐

---

**Legal Review Required:** N/A ☐ Required ☒

**Date Completed:** 1/10/2024 SLH

**Finance Review Required:** N/A ☐ Required ☒

**Date Completed:** CT 1/11/24

---

**Supporting documents attached:**

1. Hiring Incentive Agreement Certified 15k

---

**Recommendation:** Move to approve increasing the hiring incentive for hiring certified officers to \$15,000.00, exclusive of the \$3,000.00 moving reimbursement, and to increasing the required employment period as set forth in the Certified Officer Hiring Incentive Agreement.

---

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☒

Reviewed by City Manager, if applicable: ☒

## HIRING INCENTIVE AGREEMENT CERTIFIED

This agreement made this \_\_\_\_\_, day of \_\_\_\_\_, between City of Alvin, Texas hereafter called the City, and \_\_\_\_\_, hereafter called the Employee.

Upon the successful completion of Field Training, the City agrees to pay the employee a probationary hiring incentive of \$7,500.00. If the employee is required to relocate 50 miles or more upon hire, the City shall reimburse actual relocation costs up to \$3,000. Employee must move to and reside within a 5-mile radius of the City of Alvin to be eligible for the relocation reimbursement. Relocation costs will only be reimbursed upon receipt of proof of actual relocation costs incurred. Upon acceptance of the probation hiring incentive and relocation cost reimbursement (if any), the employee agrees to complete the probationary period with the City. If the employee voluntarily terminates their employment with the City during the probationary period, the employee agrees to refund to the City a pro rata amount of the probation hiring incentive and relocation cost reimbursement (if any). This refund shall be calculated on a prorated period of 365 days, from the date of hire through the date of termination. A refund shall not be required if separation of employment is due to injury or is involuntary on the part of the employee.

At the end of the probationary period, the City shall pay the employee a hiring incentive of \$7,500. Upon acceptance of the hiring incentive the employee agrees to remain employed with the City for a period of 60-months from the date of completion of probation. If the employee voluntarily terminates their employment with the City during this period, the employee agrees to refund to the City a pro rata amount of the entire hiring incentive, including relocation cost reimbursement (if any). This refund shall be calculated on a prorated period of 1,825 days, from the date of completion of probation through the date of termination. A refund shall not be required if separation of employment is due to injury or is involuntary on the part of the employee. Approved leave of absence (military, FMLA) will not be considered as part of the agreement period and will be excluded from calculations.

The Employee authorizes the City to make any deductions necessary from his/her final wages owing at the time of termination as partial payment toward refund. The balance owed will be prorated and repaid by the Employee over a period not to exceed twelve (12) months, beginning thirty (30) days after separation.

In the event of default on refunds herein agreed to by the Employee, City may seek judgment against such default in a court of competent jurisdiction. If City is awarded a judgment, any and all efforts will be made to collect. This may include, but is not limited to, costs of associated legal fees incurred during suit.

**THIS IS NOT A CONTRACT OF EMPLOYMENT.** The City of Alvin is an at-will employer. Employee understands this Agreement is a condition of his/her being hired as a Police Employee with the City. Employee understands that nothing in this Agreement provides contractual rights to employment for a specified period of time.

This Agreement contains the entire agreement between the parties on this subject and supersedes all prior agreements or understandings on this subject. This Agreement can be modified only in writing signed by both parties.

This Agreement shall be effective the date first mentioned above.

---

Robert E. Lee, Chief of Police/Date

---

Employee/Date

---

Junru Roland, City Manager/Date