

City of Alvin, Texas

Paul Horn, Mayor

Adam Arendell, Mayor Pro-tem, District B
Brad Richards, At Large Position 1
Terry Droege, At Large Position 2
Scott Reed, District A



Keith Thompson, District C
Roger E. Stuksa, District D
Gabe Adame, District E

ALVIN CITY COUNCIL AGENDA

THURSDAY, JANUARY 7, 2016

7:00 P.M.

(Council Chambers)

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

Persons with disabilities who plan to attend this meeting that will require special services please contact the City Clerk's Office at 281-388-4255 or drobot@cityofalvin.com 48 hours prior to the meeting time. City Hall is wheel chair accessible and a sloped curb entry is available at the east and west entrances to City Hall.

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Alvin, Texas, to be held on **Thursday, January 7, 2016** at 7:00 p.m. in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

REGULAR MEETING AGENDA

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE**
3. **PUBLIC COMMENT**
4. **PRESENTATIONS**
 - A. Mayor to present proclamation to the Zhejiang Police College through Sam Houston State University.
 - B. Presentation regarding the new Texas Open Carry Law; Chief Robert Lee.
5. **CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION:** An item(s) may be removed from the Consent Agenda for full discussion by the request of a member of Council. Item(s) removed will automatically become the first item up for discussion under Other Business.
 - A. Approve minutes of the December 17, 2015 City Council regular meeting.
6. **OTHER BUSINESS:**

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

 - A. Consider agreement through TIPS/TAPS Purchasing Program with Enterprise FM Trust by Enterprise Fleet Management Inc. for the purpose of leasing non-emergency vehicles; and authorize the City Manager to sign.

- B. Consider final plat of Garcia Estates, being a subdivision of 3.9991 acres (4418 County Road 541) located in the M.V. O'Donnell Survey, abstract 468, in Brazoria County, Texas.
- C. Consider bid award to Lone Star Construction for the construction of a restroom at National Oak Park in an amount not to exceed \$148,896.12; and authorize City Manager to sign contract upon legal review.

7. REPORTS FROM CITY MANAGER

- A. Review preliminary list of items for next Council meeting.
- B. Items of Community Interest.

8. REPORTS FROM COUNCIL MEMBERS

Pursuant to S.B. No. 1182, City Council Members may make a report or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

- A. Announcements and requests from Council members.

9. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code on MONDAY, JANUARY 4, 2016 at 3:00 P.M.




Dixie Roberts, City Clerk

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).**



Office of the Mayor, City of Alvin, Texas

Proclamation

WHEREAS, the Zhejiang Police College in Hangzhou, Zhejiang Province, China, and Sam Houston State University's Criminal Justice Center have established the first international community-oriented policing internship in the United States for the Chinese police; and

WHEREAS, the Alvin Police Department was again selected to host and instruct cadets between January 6 through January 10, 2016 as part of this initiative; and

WHEREAS, this community-oriented program will not only educate the international cadets, but will also provide insight for our police officers on policing in China, broadening their perspectives, thereby improving local police services through greater understanding;

NOW, THEREFORE, I, Paul Horn, by virtue of the authority vested in me as Mayor of the City of Alvin, Texas, and on behalf of the City Council and members of this community do hereby welcome the cadets and faculty representative of the Zhejiang Police College to the City of Alvin.

WITNESS my hand and seal this
7th day of January, 2016.

Paul A. Horn, Mayor

**MINUTES
CITY OF ALVIN, TEXAS
CITY PLANNING COMMISSION
November 17, 2015**

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

1. Call To Order.

Call to order at 6:01 P.M.

2. Petition and Requests from the Public.

There were no petitions or requests from the public.

3. Approve the Minutes of the Planning Commission meeting of October 20, 2015.

Commission Member Randy Reed motioned to approve the minutes of the regular Planning Commission meeting of October 20, 2015. Seconded by Santos Garza, the motion carried on a vote of 5 ayes and 0 nays.

4. Consider a final plat for Chicken Express, being a 0.627 acre tract (located at 2510 Bypass 35 South formerly Whataburger) of land out of the H.T. & B. RR Company Survey No. 13, abstract 225 being a portion of that tract of land conveyed to East Bay Partners, LTD. in volume 98, page 18625, Deed Records, Brazoria County, Texas. City Engineer recommends final plat for discussion and approval. Commission Member Vela motioned to recommend for approval to present to City Council. Seconded by Member Sutton, the motion carried on a vote of 7 ayes, 0 nays.

5. Consider a final plat for Kendall Lakes Section 4, being a subdivision of 17.501 acres (located near Highway 35 North) of land located in H.T. & B. RR Company Survey, Section 40, abstract 482, City of Alvin, Brazoria County, Texas. City Engineer recommends final plat for discussion and approval. Commission Member Hartman motioned to recommend for approval to present to City Council. Seconded by Member Vela, the motion carried on a vote of 7 Ayes, 0 Nays.

6. Consider a variance request from Thomas and Gayle Gust to waive the building setback requirement of Section 21-37(a) of the Code of Ordinances, for their residence located at 404 Lulac Street. City Engineer recommends the variance request from Thomas and Gayle Gust for discussion and approval. Commission Member Garza motioned to recommend for approval to present to City Council. Seconded by Member Hartman, the motion carried on a vote of 6 ayes, and 1 nay. The

no vote was cast by Member Reed.

7. Presentation by the City Manager regarding the Implementation Phase of the Comprehensive Plan. City Manager Breland presented the Implementation portion of the City of Alvin Comprehensive Plan.

8. Consider Ordinance 15-BB; amending Chapter 21, Subdivisions and Property Development, by adding a new section 21-42.1; allowing for a fee in lieu of sidewalk installation to the Code of Ordinances, City of Alvin, Texas; and setting forth other provisions related thereto. City Engineer presented the ordinance changes to the board members for discussion and approval. Commission Member Reed motioned to recommend for approval to present to City Council. Seconded by Member Garza, the motion carried on a vote of 5 Ayes, and 1 Nay. The no vote was cast by Member Hartman; he stated he doesn't believe the ordinance is based on anything more than two developers have pushed the City to avoid putting sidewalks in where they should be put in. Member Jordan left the meeting at 7:09.

9. Reports or Requests from Commission Members.

Chris Hartman announced he will be leaving City Planning Commission or the Parks Board due to health reasons within his family. Sussie Sutton mentioned the mobile home brought in on Highway 6 at Hope Clinic and hopes they build a sidewalk there. Martin Vela mentioned he likes that the City Manager is updating the board quarterly. Vela also mentioned the business on Hwy 6 and Heights Rd that is working on engines behind their business. Michelle Segovia, City Engineer stated she will turn it over to Code Enforcement.

10. Staff Report and Update.

Michelle Segovia, City Engineer told the board the 1st public hearing on the Preliminary draft of the updated Thoroughfare Plan will be held at the Senior Center on Tuesday, December 1st from 6-7:30pm. The final public meeting will be toward the end of the project.

11. Items for the Next Meeting.

Michelle Segovia, City Engineer stated that she is reviewing the plat for Section 7 of Kendall Lakes. Segovia also stated the board may see Martha's Vineyard master preliminary plat.

12. Adjournment.

Commission Member Santos Garza motioned to adjourn the meeting, seconded by Member Martin Vela. The motion carried on a vote of 6 ayes. The meeting ended at 7:25pm.

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY DECEMBER 17, 2015
7:00 P.M.

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular Session at 7:00 P.M. in the Council Chambers at City Hall, with the following members present: Mayor Paul A. Horn, Mayor Pro-tem Adam Arendell, Councilmembers: Keith Thompson, Scott Reed, Brad Richards, Terry Droege, Gabe Adame, and Roger Stuksa.

Staff members present: Sereniah Breland, City Manager; Bobbi Kacz, City Attorney; Junru Roland, Assistant City Manager/CFO; Dixie Roberts City Clerk; Robert Lee, Police Chief; Rex Klesel, Fire Chief; Brian Smith, Public Works Director.

INVOCATION AND PLEDGE OF ALLEGIANCE

Judy Zavala, Chaplain with the Alvin Police Department gave the invocation.

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

Council member Reed led the Pledge to the Texas Flag.

PUBLIC COMMENT

Eugene Bauer stated he had some concerns as to the Appraisal Districts coordination in making on site visits to residential homes.

Mr. Lloyd Cox, resident, voiced his concerns regarding the noise ordinance relating to one of his neighbors. He asked that the ordinance be enforced.

Chris Balshaw, resident, stated that he would like to set up a meeting with the mayor, city manager and police chief to discuss some of his concerns.

PRESENTATIONS

Mayor to present proclamation to Ofelia Vasquez in recognition of 20 years of service to the City of Alvin.

Mayor Horn presented a proclamation to Ofelia Vasquez in recognition of 20 years of service to the City of Alvin. He also stated that Mr. Francis Roberts is also retiring after 14 years of service to the City.

Water/Sewer/Wastewater Departmental Update.

Mr. Smith gave a brief water/sewer/wastewater departmental update.

CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION

Approve minutes of the December 3, 2015 City Council regular meeting.

Council member Adame moved to approve the Consent Agenda. Seconded by Council member Droege; motion to approve carried on a vote of 7 Ayes.

OTHER BUSINESS:

Consider various board and commission appointments:

The terms expiring on citizen boards, committees, and commissions will expire on December 31, 2015. All board or commission members, whose term expires in December, 2015 were mailed letters of notification along with a Willingness to Serve Form. They were asked to fill out the form and return to the Clerk's office if interested in re-serving on their current board or commission. Most of our volunteers wish to re-serve. Volunteer recruitment ads were published in the Alvin Sun and notifications were pushed out via the city's social networks. All those who applied to serve or reserve were contacted and informed that City Council would make appointments at their December 17th meeting. Some have indicated they will be in attendance.

Planning Commission

Council Member Adame moved to reappoint Missy Jordan and Chris Hartman to serve a three-year term to the Planning Commission. Seconded by Council Member Stuksa; motion carried on a vote of 7 Ayes.

Parks and Recreation Board

Council Member Adame moved to reappoint Dwight Rhodes and Cindy DeJongh and appoint Chris Sanger to serve a two-year term to the Parks and Recreation Board. Seconded by Council Member Stuksa; motion carried on a vote of 7 Ayes.

Senior Citizens Board

Council Member Adame moved to reappoint Wanda Garrett, Betty Hodges and appoint Brenda Maust to serve a two-year term on the Senior Citizens Board. Seconded by Council Member Stuksa; motion carried on a vote of 7 Ayes.

Alvin Public Library Board

Council Member Adame moved to reappoint Debra McDonald to serve a two-year term on the Library Board. Seconded by Council Member Richards; motion carried on a vote of 7 Ayes.

Animal Shelter Advisory Committee

Council Member Adame moved to reappoint Tonya Douglas, city official; Jim Thompson, citizen; Laura Parker, citizen; and appoint Dr. Jim Crumm, Veterinarian; Autumn Miller, daily operations; and Sandra Curtner, citizen to serve a three-year term on the Animal Shelter Advisory Committee. Seconded by Council Member Droege; motion carried on a vote of 7 Ayes.

Consider 2016 Interlocal Agreement for Emergency Services with Brazoria County Emergency Services District #3 (ESD) and authorize the Mayor to sign.

The ESD #3 was formed in 2004 by the voters of Brazoria County to provide a better funding for Emergency Medical Service (EMS) and Fire and Rescue (Fire) to areas not protected by city services.

2016 proposed ESD agreement payment to the City of Alvin:

- EMS - \$339,000 (22% increase; balancing fund distribution among the 4 EMS Depts. in the ESD)
- Fire - \$326,100 (3% increase; higher maintenance cost for apparatus)

EMS/Fire Total - \$665,100

Council Member Droege moved to approve the 2016 Interlocal Agreement for Emergency Services with Brazoria County Emergency Services District #3 (ESD) and authorize the Mayor to sign. Seconded by Council Member Richards; the motion to approve carried on a vote of 7Ayes.

REPORTS FROM CITY MANAGER

Review preliminary list of items for next Council meeting.

Ms. Breland reviewed the preliminary list for the January 7, 2016 City Council meeting.

Items of Community Interest.

There were no items of community interest to report.

REPORTS FROM COUNCIL MEMBERS

Pursuant to S.B. No. 1182, City Council Members may make a report or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

Announcements and requests from Council members.

Council member Thompson wished everyone a Merry Christmas and a happy and safe New Year.

Council member Reed wished everyone a Merry Christmas and a happy and blessed New Year.

Council member Arendell thanked the retirees for their years of service to the City, and wished everyone a Merry Christmas and a happy New Year.

Council member Richards also thanked the retirees for their years of service to the City, and wished everyone a very Merry Christmas.

Council member Droege wished everyone a Merry Christmas and a safe and happy holiday season.

Council member Adame thanked the retirees for their years of service and wished everyone a Merry Christmas.

Council member Stuksa asked that everyone enjoy this holiday time with family.

Mayor Horn thanked Council for their dedicated service this year.

ADJOURNMENT

Council member Richards moved to adjourn the meeting at 7:30 p.m. Seconded by Council member Thompson; motion to adjourn carried on a vote of 7 Ayes.

PASSED and APPROVED this _____ day of _____, 2015.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Clerk



AGENDA COMMENTARY

Meeting Date: 1/7/2016

Department: Public Services

Contact: Brian Smith, Director of Public Services

Agenda Item: Consider agreement through TIPS/TAPS Purchasing Program with Enterprise FM Trust by Enterprise Fleet Management Inc. for the purpose of leasing non-emergency vehicles; and authorize the City Manager to sign.

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

Summary: Staff is recommending entering into an agreement through TIPS/TAPS with Enterprise Fleet Management for the lease of non-emergency City operated vehicles. City of Alvin currently services and is responsible for the replacement of 87 non-emergency vehicles through an in-house lease program maintained by the Central Shop located at the Public Services Facility. As the number of vehicles has increased over the years, Central Shop has maintained its four original positions putting a greater work load per employee for a growing and aging fleet. The utilization of this program would allow the shop employees to concentrate on emergency vehicles and heavy equipment without the need for additional staff. This program will also reduce the years of service for a vehicle from a 10-15 year replacement cycle to a 5 year cycle. The reduction in replacement will allow for lower cost maintenance to the City, better fuel efficiency and an updated fleet. In FY16 budget (5) five non-emergency vehicles were budgeted and scheduled for replacement at a cost of \$125,000. The utilization of this agreement would cut this year's expense to \$32,000. Through the Enterprise Fleet Management lease program all vehicles will be purchased and serviced using local businesses.

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

Account Number: _____ **Amount:** _____

Legal Review Required: N/A ___ Required x Date Completed: December 28, 2015

Supporting documents attached:

- Agreement Documentation

Recommendation: Move to approve agreement through TIPS/TAPS Purchasing Program with Enterprise FM Trust by Enterprise Fleet Management Inc. for the purpose of leasing non-emergency vehicles; and authorize the City Manager to sign..

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

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

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this sixteenth day of September, 2015, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$5,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights

under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of Alvin

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

By: Sereniah Breland
Title: City Manager

By: Todd Rogers
Title: Regional Sales Manager

Address: 216 West Sealy
Alvin, TX 77511

Address: 10401 Centrepark Drive #200
Houston, TX 77043

Date Signed: _____, _____

Date Signed: _____, _____

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the sixteenth day of September, 2015, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and City of Alvin (the "Company").

WITNESSETH:

- 1. ENTERPRISE CARDS:** Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

- 2. VEHICLE REPAIRS AND SERVICE:** EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

- 3. BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

- 4. RENTAL VEHICLES:** The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

- 5. NO WARRANTY:** EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

- 6. CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet

Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

- 7. **NOTICES:** All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.
- 8. **FEES:** EFM will charge the Company for the service under this Agreement \$7.00 per month per Card, plus a one time set-up fee of \$0.00.
- 9. **MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: City of Alvin

EFM: Enterprise Fleet Management, Inc.

By: Sereniah Breland
Title: City Manager

By: Todd Rogers
Title: Regional Sales Manager

Address: 216 West Sealy
Alvin, TX 77511

Address: 10401 Centrepark Drive #200
Houston, TX 77043

Date Signed: _____, _____

Date Signed: _____, _____

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this sixteenth day of September, 2015, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of Alvin ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Equity Lease Agreement dated as of the sixteenth day of September, 2015, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: City of Alvin

EFM: Enterprise Fleet Management, Inc.

By: Sereniah Breland
Title: City Manager

By: Todd Rogers
Title: Regional Sales Manager

Address: 216 West Sealy
Alvin, TX 77511

Address: 10401 Centrepark Drive #200
Houston, TX 77043

Attention: _____

Attention: _____

Facsimile No.: _____

Facsimile No.: _____

Date Signed: _____, _____

Date Signed _____, _____

AMENDMENT TO MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of October, 2015 is attached to, and made a part of, the MAINTENANCE AGREEMENT entered into on the ____ day of October, 2015 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Alvin ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 10 of the Maintenance Agreement is amended to read as follows:

This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas (without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, EFM and Lessee have executed this Amendment to Maintenance Agreement as of the __ day of October, 2015.

City of Alvin (Lessee)

By Sereniah Breland

Title: City Manager

ENTERPRISE FLEET MANAGEMENT, INC.

By Todd Rogers

Title: Regional Sales Manager

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of October, 2015 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of October, 2015 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Alvin ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 11(a)(ii) of the Master Equity Lease Agreement is amended to read as follows:

Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per occurrence - Collision and \$1,000 per occurrence - Comprehensive).

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

INDEMNITY: As Lessee is a unit of local government of the State of Texas and is subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by breach of this Agreement. To the extent permitted by Texas law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Texas law.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Texas (determined without reference to conflict of law principles).

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal Corporation, and being a unit of government, is precluded by the **Texas State Constitution** and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds by the County or State. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the parties agree that Lessor may recover the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the _____ day of October, 2015.

City of Alvin (Lessee)

By Sereniah Breland

Title: City Manager

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By Todd Rogers

Title: Regional Sales Manager

acrossamerica

EXPLORING PUBLIC SERVICES THROUGH PROJECTS, GEAR, STATISTICS & HISTORY



Building Better Fleets

Updated Fleet Saves Money, Drives Efficiencies for Housing Authority

By Steve Bloom, President of Enterprise Fleet Management

Organizations from coast to coast face intense pressure to deliver top-notch community services with increasingly fewer resources. It is imperative for leaders of these organizations to find creative ways to reduce overhead costs while still maintaining high standards for quality. Finding the best ways to stretch a budget always poses a challenge, but in some cases, outsourcing functions like fleet management can simultaneously reduce costs and enhance operations.

As home to nearly 10 percent of Wilmington's population, the Wilmington Housing Authority (WHA) in Delaware focuses its resources on developing and maintaining safe, decent and affordable housing for low-income families. The WHA is the largest direct provider of affordable housing opportunities in the



state, responsible for managing nearly 2,000 units of public, tax credit and market rate housing. It also administers nearly 1,900 housing choice vouchers.

With locations across the city, the WHA's fleet is a critical part of its operation. The agency provides its maintenance and management teams with vehicles to help them reliably and quickly get to each building for service calls and other agency needs. However, years of budget constraints led to a fleet of vehicles that were not replaced regularly. Many

By trusting these processes to a third-party fleet management company, the WHA is limiting its costs and reinvesting in a critical part of how it operates.

vehicles were more than 10-years-old and required frequent maintenance.

WHA Executive Director Frederick Purnell knew updating the fleet was essential, but replacing more than three dozen vehicles in a short period would be a costly upfront expense. Over the years, federal funding for housing authorities has decreased, and the federal government has limited how housing authorities can use funds to purchase vehicles.

The WHA challenged itself to find a solution that could affordably incorporate new vehicles into its fleet and reduce its overall fleet expenses without hindering employees from servicing the agency's buildings.

After sending out a call for proposals, the WHA found its answer in a partnership with Enterprise Fleet Management, a full-service fleet management company with offices throughout North America. Over the next five years, the WHA expects to reduce its fleet from 44 to 38 vehicles and save an average of more than \$25,000 per year in operating expenses. The plan helps the WHA manage its fleet costs in a way that enables the agency to acquire new vehicles sooner, so it can start to realize savings faster.

Enterprise Fleet Management is providing the WHA with 38 cargo vans, pickup trucks and mid-sized sedans. Enterprise analyzed WHA's needs to determine the appropriate mix of vehicles and to help identify ways to manage its fleet more efficiently. The new strategy includes downsizing the fleet and introducing several different vehicle models that will be phased into the fleet over the next four years. The new vehicles have better fuel economy, lower emissions and require less maintenance, which contribute to cost savings for the WHA.

"With this updated fleet, we can more

reliably service the buildings we manage, while at the same time significantly reduce our fleet costs and carbon footprint – it's a win-win for everyone," says Purnell. "This is just as much an investment in our residents and the city as it is in our own operations."

Enterprise provides regular maintenance, vehicle registration, use reporting and a fuel card program that automatically monitors fuel purchases and miles for each vehicle. The company also uses local businesses to provide routine service and delivery of the vehicles. Once the vehicles have reached the optimum point in their lifecycle, Enterprise will auction and resell some of the vehicles on behalf of the WHA. The WHA will also present the opportunity for residents to purchase some of the vehicles that are no longer actively part of the fleet.

By trusting these processes to a third-party fleet management company, the WHA is limiting its costs and reinvesting in a critical part of how it operates. But an aging fleet, rising maintenance costs and a limited budget are not unique to the WHA. These are issues faced by many public agencies and fleet managers across the country.

Having the time and resources to track every vehicle expense is difficult for many organizations, especially when they don't have a designated fleet manager. Operating a fleet efficiently requires consideration of many factors over each vehicle's lifecycle, from acquisition to operating expenses and all the way through to the resale process. Understanding how these expenses change is necessary to determine a vehicle replacement strategy that drives down expenses over time.

The WHA's story serves as a reminder that, if approached strategically, some challenges can be recast as cost-savings opportunities. In this case, the move helped ensure smooth operations, and possibly created a model for public and private agencies to follow. ■

Steve Bloom is president of *Enterprise Fleet Management*, a full-service fleet management business and affiliate company of *Enterprise Holdings*. *Enterprise Fleet Management* currently manages more than 425,000 vehicles in North America for companies, government agencies and organizations with medium-sized fleets.



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AGENDA COMMENTARY

Meeting Date: 1/7/2016

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider final plat of Garcia Estates, being a subdivision of 3.9991 acres (4418 County Road 541) located in the M.V. O'Donnell Survey, abstract 468, in Brazoria County, Texas.

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

Summary: On December 1, 2015 the Engineering Department received the Final Plat of Garcia Estates for review. The property is located at 4418 County Road 541 in the City of Alvin Extraterritorial Jurisdiction (ETJ) and is being platted in order for the owners of the property to sell the 2.8 acres of land (Lot 2) directly behind their homestead (Lot 1).

The City Planning Commission unanimously approved the plat at their meeting on December 17, 2015.

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

Account Number: _____ **Amount:** _____

Legal Review Required: N/A ___ Required x **Date Completed:** December 28, 2015

Supporting documents attached:

- Final Plat of Garcia Estates

Recommendation: Move to approve the Final Plat of Garcia Estates, being a subdivision of 3.9991 acres (4418 County Road 541) of land located in the M.V. O'Donnell Survey, abstract 468 Brazoria County, Texas.

Reviewed by Department Head, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Attorney, if applicable

Reviewed by City Manager



AGENDA COMMENTARY

Meeting Date: 1/7/2016

Department: Parks & Recreation

Contact: Dan Kelinske, Parks & Rec Director

Agenda Item: Award bid to Lone Star Construction for the construction of a restroom at National Oak Park in an amount not to exceed \$148,896.12; and authorize City Manager to sign contract upon legal review.

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

Summary: Staff is asking council to award a bid to Lone Star Construction for the construction of a permanent restroom at National Oak Park. The structure of the restroom will be built from split face concrete masonry unit blocks; with composition roof shingles -- matching the current color pallet of the Train Depot. The restroom will be segregated into the following four areas: men, women, storage, and a chase for plumbing repair. The men's area shall consist of one handicap accessible stall, one individual stall, two urinals, two sinks, a soap dispenser and a hand dryer. The women's area shall consist of one handicap accessible stall, three other individual stalls, two sinks, a soap dispenser and a hand dryer. The interior of the men and women areas will be painted; and will include a floor drain to expedite cleaning. The third area will be used as a storage room. The fourth and final area will consist of a plumbing chase for convenient access for repair or maintenance. In addition, an exterior water fountain will be installed at the entrance of the restroom.

This project is being funded with the remaining balance (\$154,644.25) of a Community Development Block Grant (CDBG). This project was advertised for public bid beginning November 30, 2015. Sealed bids were opened on December 15, 2015 with a total of two companies submitting bids. Lone Star Construction was selected as the lowest priced/best value vendor with their bid price of \$148,896.12.

Other bidding contractor:

Helpenstill Construction LLC - \$152,170.00

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

Account Number: n/a **Amount:** \$148,896.12 paid by CDBG Grant funds

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

Supporting documents attached:

- Bid Tabulation sheet
- Agreement

Recommendation: Move to award bid to Lone Star Construction for the construction of a restroom at National Oak Park in an amount not to exceed \$148,896.12; and authorize City Manager to sign contract 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

Bid Tabulation National Oak Park Restroom City of Alvin December 15, 2015 Bid # B-15-14				Lone Star Construction		Helpenstill Construction LLC	
	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	1	\$8,400.00	\$8,400.00	\$0.00	\$0.00
2	Restroom Building, Including Concrete Slab, Structure, Roofing System, Plumbing and Electrical	LS	1	\$140,496.12	\$140,496.12	\$152,170.00	\$152,170.00
TOTAL BID				\$148,896.12		\$152,170.00	

PROPOSAL

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

FROM: **National Oak Park Restroom**
Bid No. B-15-14
Acc. No. N/A

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

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

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

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

The undersigned proposal is to complete the work quoted above on or before **70 Calendar days** after the effective date of the work order. The undersigned further agrees that the Owner will suffer damages if the above quoted work is not finished and completed within the time allotted for such work and that these damages will accrue to the Owner as liquidated in the amount of **\$250.00 Per Calendar Day**.

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

PROPOSAL

National Oak Park Restroom

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	1	L.S.	Mobilization Complete in place.	\$ <u>8400.00</u>	\$ _____ _____Dollars and _____cents
2	1	L.S.	Restroom Building Including Concrete Slab, Structure, Roofing System, Plumbing and Electrical Complete in place.	\$ <u>140,496.12</u>	\$ <u>148,896.12</u> _____Dollars and _____cents

Total Bid \$ One hundred forty eight thousand eight hundred ninety six **Dollars**
 and Twelve **Cents**

PROPOSAL

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

Addendum No. 1 Dated _____ Received _____

Addendum No. 2 Dated _____ Received _____

Addendum No. 3 Dated _____ Received _____

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

BIDDER:

Name of Corporation: Long Star Construction

Signature: 

Printed Name: Alan Tressell

Title: Owner

Address: 2207 Webster St. League City TX
77573

Telephone: 832-877-1031

Date: 12-11-15

ATTEST: _____

Secretary of Corporation _____

(Seal of Bidder Corporation)

THE CONTRACTOR:

By: _____
Name:
Title:
Date:

THE CITY:

CITY OF ALVIN, TEXAS

By: _____
Paul Horn, Mayor
Date:

ATTEST/SEAL

By _____
Name:
Title:
Date:

ATTEST/SEAL

By: _____
Dixie Roberts, City Clerk
Date:

APPROVED AS TO FORM

By: _____
Bobbi Kacz, City Attorney
Date:

AGREEMENT BETWEEN THE CITY OF ALVIN AND CONTRACTOR

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

And

The Contractor:
(Address for Written Notice)

Project Title: National Oak Park Restroom
Project Location: City of Alvin, Texas
Bid No. B-15-14
Acc. No. N/A

(Address for Written Notice)

1100 W. Highway #6
Alvin, Texas 77511

THE OWNER AND THE CONTRACTOR AGREE AS SET FORTH BELOW:

ARTICLE 1 WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND DATE OF SUBSTANTIAL COMPLETION

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

2.2 The Contractor shall achieve substantial completion of the Work not later than **70** calendar days after the Date of Commencement of the Work, subject to adjustments of the Contract Time as provided in Contract Documents.

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

**ARTICLE 3
THE CONTRACT PRICE**

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

Dollars (\$ _____)

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

**ARTICLE 4
PAYMENTS**

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

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

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

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

**ARTICLE 5
MISCELLANEOUS PROVISIONS**

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

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

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

ARTICLE 6
ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

6.4 The Specifications.

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

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

Addendum No. _____, dated _____

Addendum No. _____, dated _____

6.7 Attachments to this Agreement are as follows:

<u>Document</u>	<u>Title</u>
<input checked="" type="checkbox"/>	Schedule of Unit Price Work
<input checked="" type="checkbox"/>	Resolution of Corporation (if a corporation)
<input checked="" type="checkbox"/>	Performance Bond
<input checked="" type="checkbox"/>	Payment Bond
<input checked="" type="checkbox"/>	One-Year Maintenance Bond
<input type="checkbox"/>	One-Year Surface Correction Bond
<input checked="" type="checkbox"/>	Affidavit of Insurance (with Certificate of Insurance attached)
<input checked="" type="checkbox"/>	Prevailing Wage Rates (Ordinance No. 2004)
<input checked="" type="checkbox"/>	Worker's Compensation Addendum

6.8 Approved Change Orders

6.9 Instructions to Bidders

6.10 Contractor's Bid

ARTICLE 7
CONFLICTS BETWEEN OR AMONG CONTRACT DOCUMENTS

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

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

ARTICLE 8
SPECIAL PROVISIONS

- (a) No Arbitration. This Contract shall not be subject to arbitration, it being understood and agreed that disputes shall be settled through the judicial system.
- (b) Warranty. The Contractor warrants that the work shall be free from defects and agrees to deliver a Project free from all faults and defects.
- (c) Subcontractors. The Contractor shall be responsible and liable for the work, acts and/or omissions of its subcontractors.
- (d) Claims. Claims made by the Contractor under this Contract must be finally approved by the Owner.
- (e) No Damages for Delay. If this Contract expressly provides that any materials, supplies, equipment, labor, information, services, or things of any kind shall be furnished by the City, the City shall use reasonable efforts to have the same furnished in a timely manner, but the City shall not be responsible for or liable to the Contractor for any delay in the furnishing thereof. **THE CITY SHALL NOT BE LIABLE FOR AND THE CONTRACTOR SHALL RECEIVE NO COMPENSATION FOR DELAYS OR HINDRANCES TO THE WORK.**

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

THE CONTRACTOR:

THE CITY:

CITY OF ALVIN, TEXAS

By: _____
Name:
Title:
Date:

By: _____
Paul Horn, Mayor
Date:

ATTEST/SEAL

ATTEST/SEAL

By _____
Name:
Title:
Date:

By: _____
Dixie Roberts, City Clerk
Date:

APPROVED AS TO FORM

By: _____
Bobbi Kacz, City Attorney
Date: