

# 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

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## ALVIN CITY COUNCIL AGENDA THURSDAY, AUGUST 20, 2015

**6:00 P.M. - WORKSHOP** (Downstairs Conference Room)

**7:00 P.M. - REGULAR SESSION / PUBLIC HEARING** (Downstairs Conference Room)

**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](mailto: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.*

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NOTICE is hereby given of a **Workshop, Regular Meeting and Public Hearing** of the **City Council** of the **City of Alvin, Texas**, to be held on **Thursday, August 20, 2015**. Workshop will begin at **6:00 p.m.**; Regular meeting will begin at 7:00 p.m. Both meetings will be held in the **Downstairs Conference Room** at: City Hall, 216 W. Sealy, Alvin, Texas.

### **WORKSHOP AGENDA**

6:00 p.m. (Downstairs Conference Room)

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE**
3. **WORKSHOP ITEM:**
  - A. Discuss City Hall Renovation Project.
4. **ADJOURNMENT**

### **REGULAR MEETING AGENDA**

7:00 p.m. (Downstairs Conference Room)

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE**
3. **SPECIAL PRESENTATIONS**
  - A. Introduction of Police Department Promotions.
  - B. Presentation from Engineering/Streets Department.
4. **APPROVAL OF MINUTES**
  - A. Approve minutes of the August 6, 2015 City Council regular meeting.
5. **PETITIONS OR REQUESTS FROM THE PUBLIC**

**6. REPORTS FROM CITIZENS BOARDS, COMMISSIONS, AND COMMITTEES****7. PUBLIC HEARINGS**

- A. Public hearing to receive comment on the Proposed FY 15-16 Annual Budget. This proposed budget is estimated to raise more total property taxes than last year's budget by \$627,011.00 or 7.53% and of that amount \$244,847.00 is tax revenue to be raised from new property added to the tax roll this year.
- B. Public hearing to receive comment on the proposed tax rate of \$0.8386 per \$100 of valuation, a rate that will increase the total tax revenues from properties on the tax roll in the preceding year by 7.53%.
- C. Announce that the second public hearing on the tax rate will be held on Thursday August 27, 2015 at 7:00 p.m. in the Downstairs Conference Room of Alvin City Hall and that City Council is scheduled to vote on the proposed tax rate at a special meeting on Thursday, September 10, 2015 at 7:00 p.m.

**8. 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. – (NONE)**9. MATTERS REMOVED FROM CONSENT AGENDA – (NONE)****10. OTHER BUSINESS:**

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

- A. Consider Ordinance 15-O; amending Chapter 28, Comprehensive Fee Ordinance; to amend certain sections of solid waste collection & disposal provisions and amend certain sections of water and sewer provisions.
- B. Consider Ordinance 15-P; establishing a no parking zone along North Pointe Trails Boulevard (located off Highway 35 North); authorizing installation of appropriate signage; providing for a penalty and publication; and setting forth other provisions related thereto; first reading.
- C. Consider Resolution 15-R-19; authorizing an interlocal agreement through The Interlocal Purchasing System (TIPS/TAPS) for the purpose of participating in a cooperative purchasing program; and authorize the City Manager to sign.
- D. Consider Addendum No. 12 to the Contract for Refuse Collection and Disposal Services between the City of Alvin and Progressive Waste Solutions to adjust rates paid to Progressive Waste Solutions due to the decrease in the CPI-U (revised Consumer Price Index Rate for All Urban Consumers for the Houston-Galveston-Brazoria, TX area) and fuel cost adjustments pursuant to the agreement; and authorize the Mayor to sign.
- E. Consider ratifying an emergency expenditure in the amount of \$33,521.00 for the replacement of two split air conditioning systems at City Hall with Clear the Air; and authorize the City Manager's action.

- F. Consider bid award to Wells Fargo Bank for depository and banking services to begin January 1, 2016 and extend through December 31, 2018 with two possible one-year extensions; and authorize City Manager to sign the contract upon legal review.
- G. Consider a 3 year service agreement with Comcast for fiber optic/internet services; and authorize the City Manager to sign.
- H. Consider an Interlocal Agreement with Hillcrest Village for Fire and Emergency Medical Services (EMS); and authorize the City Manager to sign.
- I. Consider authorizing the emergency expenditure of \$107,825.00 to Layne Christensen Company to repair and rehabilitate Water Well #6; and authorize the City Manager to sign.
- J. Accept the resignation of David Ives from the Parks and Recreation Board and consider the appointment of a new member to the board.
- K. Consider resale of trust property located at 704 W. Willis St., described as Alvin No 1, Block 6, Lot 2-S/84'Lot 9; (.2399 acres); Tax Account 1235-0031-000, to Jigar Sandesara, for the sum of \$8,100.00.

**11. REPORTS FROM CITY MANAGER**

- A. Review preliminary list of items for the Council meeting of September 3, 2015.
- B. Items of Community Interest.

**12. 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.

**13. ADJOURNMENT**

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: [www.alvin-tx.gov](http://www.alvin-tx.gov), in compliance with Chapter 551, Texas Government Code on THURSDAY, August 13, 2015 at 6:00 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).**

**MINUTES**  
**CITY OF ALVIN, TEXAS**  
**216 W. SEALY STREET**  
**REGULAR CITY COUNCIL MEETING**  
**THURSDAY AUGUST 6, 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; Council members: Gabe Adame, Terry Droege, Scott Reed, Brad Richards, Roger Stuksa and Keith Thompson.

Staff members present: Sereniah Breland, City Manager; Bobbi Kacz, City Attorney; Dixie Roberts, City Clerk; Chad Fontenot, Police Capt.; Michelle Segovia, City Engineer; Brian Smith, Public Services Director; Dan Kelinske, Parks & Recreation Director; Junru Roland, Chief Financial Officer.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

Mary Sanders, Chaplain with the Alvin Police Department, gave the invocation.

Council member Stuksa led the Pledge of Allegiance.

Council member Reed led the Pledge to the Texas Flag.

**APPROVAL OF MINUTES**

Approve minutes of the July 23, 2015 City Council regular meeting.

Council member Droege moved to approve the minutes of the July 23, 2015 City Council regular meeting. Seconded by Council member Richards; motion to approve carried on a vote of 6 Ayes.

Approve minutes of the July 30, 2015 City Council special meeting.

Council member Reed moved to approve the minutes of the July 30, 2015 City Council special meeting. Seconded by Council member Stuksa; motion to approve carried on a vote of 6 Ayes.

**PETITIONS OR REQUESTS FROM THE PUBLIC**

Tom Stansel, Alvin Museum Society thanked City Council for their continued support of the museum. He thanked the Parks Department staff for their assistance with recent maintenance repairs at the museum. He also stated that the museum is currently working with city staff on the Mayor recognition project. Mr. Stansel reported that an antique fence wire stretcher would be placed in front of the museum; the engineering and foundation costs have been paid by the museum society. He also spoke of a future project, which may require monetary assistance on behalf of the city, for the renovation of the museum loading dock.

Dick Tyson, Alvin Texas spoke to Council regarding the recent article in the Alvin Sun regarding the list of streets selected by the consultant slated for repair this year. He also stated that the renaming of the Confederate streets should be discussed in a public forum. Mr. Tyson discussed open government and the preservation of history.

Chris Balshaw, Alvin Texas spoke to Council regarding the possibility of creating a spade/neutering program for low-income families. He also spoke about tree plantings and the possible creation of a dog park.

**CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION**

Consider approval of street closures related to the annual Alvin Masonic Lodge Car Show fundraiser on Saturday, August 15, 2015 from 7:00 a.m. – 6:00 p.m. at National Oak Park. Street closures are requested as follows: Depot Centre Blvd. @ E. Sealy St., Depot Centre Blvd. @ E. Sidnor St., E. Sidnor St. @ Depot Centre Blvd., E. Sidnor St. @ Magnolia St., Entrance to National Oak Park parking lot @ E. Sidnor St.

Consider approval of street closures related to the 11<sup>th</sup> annual Benezzy Fun Run on Saturday, September 5, 2015 from 7:00 a.m. to 10:30 a.m. Street closures are requested as follows: Second St. @ Adoue St, Adoue St. @ Kost St., Kost St. @ South St., South St. @ Johnson St. and Johnson St. @ Cleveland.

Council member Droege moved to approve the consent agenda as presented. Seconded by Council member Stuksa; motion to approve carried on a vote of 6 Ayes.

**MATTERS REMOVED FROM CONSENT AGENDA**

There were no matters removed from the consent agenda.

**OTHER BUSINESS**

Discuss and take record vote to propose a tax rate of \$0.8386 per \$100 of assessed valuation which is a 5.66% tax increase above the effective tax rate.

Mr. Roland presented information relating to the proposed tax rate of \$0.8386 and explained the meaning of the effective and roll back rates. He informed Council and the public that a tax increase is not being proposed for FY 15-16. The rate proposed is the same rate adopted in FY 14-15.

Council member Stuksa moved to propose a tax rate of \$0.8386 per \$100 of assessed valuation which is a 5.66% tax increase above the effective tax rate. Seconded by Council member Richards; motion to approve carried on a vote of 6 Ayes.

The motion carried on a vote of 6 Ayes.

Discuss and consider the adoption of a tax rate that exceeds the effective tax rate of \$0.793642 per \$100 of assessed valuation at the special meeting of the City Council on September 10, 2015 at 7:00 P.M.; City Council will hold two public hearings concerning the tax rate: Thursday, August 20, 2015 at 7:00 P.M. and Thursday, August 27, 2015, at 7:00 P.M. both to be held in the City Council Chambers, 2<sup>nd</sup> Floor, City Hall, 216 West Sealy Street, Alvin, Texas.

Council member Reed moved to consider the adoption of a tax rate that exceeds the effective tax rate of \$0.793642 per \$100 of assessed valuation at the special meeting of the City Council on September 10, 2015 at 7:00 P.M.; City Council will hold two public hearings concerning the tax rate: Thursday, August 20, 2015 at 7:00 P.M. and Thursday, August 27, 2015, at 7:00 P.M. both to be held in the City Council Chambers, 2nd Floor, City Hall, 216 West Sealy Street, Alvin, Texas. Seconded by Council member Thompson; motion to approve carried on a vote of 6 Ayes.

Consider a contract with Vybranz, LLC for cost recovery services; and authorize City Manager to sign.

*Vybranz LLC (Vybranz) is a global expense management company providing cost reduction solutions to reduce operational expenses and increase profitability. Staff is recommending the engagement of Vybranz to audit the City's telecommunications and Emergency Management Service billings; as well as utilities and tax-related costs and expense areas for reduction, recovery, or revenue generation. There are not any upfront costs associated with the proposed engagement agreement. The City will remit to Vybranz 35% of the net savings resulting from their services.*

Ms. Danelle Winzor, President/CEO of Vybranz gave a brief overview of the expense management company. She stated that this is a pay for performance program where the company receives a percentage of the savings found.

Discussion continued.

Council member Reed moved to approve a contract with Vybranz, LLC for cost recovery services; and authorize City Manager to sign. Seconded by Council member Droege; motion carried on a vote of 6 Ayes.

Consider a variance request from Todd Horman to waive the building setback requirement of Section 21-37(a) of the Code of Ordinances, for four corner lots (at the northwest corner of W. Willis Street and N. Sixth Street) within Block 43 of Easton's Addition.

*On July 15, 2015 the Engineering Department received a variance request, from Mr. Todd Horman, for a waiver to the 15' street side building setback required by section 21-37(a) of the City Code of Ordinances. Mr. Horman and his business partner Mr. Eric Bateman are proposing to build 12 homes on the previously platted lots in Block 43 of Easton's Addition Subdivision located at the northwest corner of the intersection of W. Willis Street and N. Sixth Street. In order to adequately accommodate the proposed homes on the 4 corner lots in this subdivision Mr. Horman has requested to be allowed to maintain a 10' street side building setback versus the required 15' setback. The City Planning Commission unanimously approved this variance request on July 21, 2015.*

Michelle Segovia presented information before City Council.

Council member Reed moved to approve a variance request from Todd Horman to waive the building setback requirement of Section 21-37(a) of the Code of Ordinances, for four corner lots (at the northwest corner of W. Willis Street and N. Sixth Street) within Block 43 of Easton's Addition. Seconded by Council member Stuksa; motion carried on a vote of 6 Ayes.

Consider a final plat for Southern Colony Section 2A, a Planned Unit Development being a subdivision of 16.769 acres of land situated in the William Hall League, Abstract 31, City of Alvin ETJ, (along FM 521 north of CR 57), Fort Bend County, Texas.

*On July 1, 2015 the Engineering Department received the Final Plat for Southern Colony 2A for review. This section consists of 92 single-family residential lots, 6 blocks, and 4 reserves and is located within the City of Alvin ETJ in Fort Bend County (along FM 521 north of CR 57). The City Planning Commission unanimously approved the plat at their meeting on July 21, 2015.*

Michelle Segovia presented information before City Council.

Council member Droege moved to approve a final plat for Southern Colony Section 2A, a Planned Unit Development being a subdivision of 16.769 acres of land situated in the William Hall League, Abstract 31, City of Alvin ETJ, (along FM 521 north of CR 57), Fort Bend County, Texas. Seconded by Council member Adame; motion carried on a vote of 6 Ayes.

Consider the approval of an Engineering Services Agreement with Klotz Associates in the amount of \$75,000.00 for engineering design services relating to the first phase of the City's Plan Update; and authorize City Manager to sign.

*In June 2015 Staff from the Economic Development, Public Services, and Engineering Departments solicited qualifications from engineering firms to perform the engineering services relating to the update of the City's Thoroughfare Plan. The committee selected Klotz Associates to perform the work. Phase I of this two phase project consists of the data collection, public involvement, and GIS based thoroughfare map creation. The update of the City's Thoroughfare Plan was one of the short term projects recommended by the recently approved 2035 Comprehensive Plan Update.*

Michelle Segovia presented information before City Council.

Council member Adame moved to approve an Engineering Services Agreement with Klotz Associates in the amount of \$75,000.00 for engineering design services relating to the first phase of the City’s Thoroughfare Plan Update; and authorize City Manager to sign. Seconded by Council member Stuksa; motion carried on a vote of 6 Ayes

Consider Ordinance 15-O; amending Chapter 28, Comprehensive Fee Ordinance; to repeal certain sections of solid waste collection, disposal provisions and certain sections of water and sewer; first reading.

*Currently, the City’s Chapter 28 Comprehensive Fee Ordinance only allows the City to adjust the water, sewer, and solid waste rates by the annual increase or decrease in the consumer price index rates for all urban consumers for the Houston-Galveston-Brazoria, TX area (CPI-U). In addition to the CPI-U, there are other factors that should be taken into consideration when adjusting water, sewer, and solid waste rates. Water, sewer and solid waste rates should be adjusted to cover the operating and capital utility costs of the City; while providing revenue for future capital needs. As a result, staff recommends that City Council repeal Section 28-2 of the Code of Ordinances. Should City Council elect to repeal Section 28-2 of the code of ordinance, staff will be able to make recommendations on the water, sewer, and solid waste rates based on the costs of servicing water, sewer, and solid waste to the City of Alvin. On the other hand, should City Council elect not to repeal Section 28-2 of the Code of Ordinances, staff will continue to annually adjust water, sewer, and solid waste rates based solely on the increase or decrease in the CPI-U.*

Council member Stuksa moved to approve Ordinance 15-O; amending Chapter 28, Comprehensive Fee Ordinance; to repeal certain sections of solid waste collection, disposal provisions and certain sections of water and sewer on first reading. Seconded by Council member Adame; Mayor Horn called for a roll call vote:

Council member Thompson	No	Council member Droege	Yes
Council member Reed	No	Council member Adame	Yes
Council member Arendell	Absent	Council member Stuksa	Yes
Council member Richards	No		

Mayor Horn broke the tie with a No vote; motion failed. Council indicated they would like more information regarding this item.

**REPORTS FROM CITY MANAGER**

Review preliminary list of items for the Council meeting of August 20, 2015.

Ms. Breland reviewed the preliminary list of items for the Council meeting of August 20, 2015.

Items of Community Interest.

Ms. Breland stated that the air conditioning system in the City Council Chambers and adjacent offices has suffered a loss, which will require the whole system to be replaced. An emergency purchase order was issued, the replacement is expected to take about 8 weeks. Ms. Breland reported that meetings might have to be moved around until the unit has been replaced.

Ms. Roberts reported on upcoming events:

- Alvin Live Final Summer Concert featuring Pee Wee Bowen will be held on Thursday August 13 from 7:30 p.m. at Alvin Community College Campus; Building “K”.
- Operation Recreation will be held on Thursday August 13 from 11:00 a.m. – 2:00p.m. at Pearson Park.
- Blanket Bingo & Community Movie will be held on Friday August 14 from 6:0 p.m. - 10:00 p.m. at Alvin Memorial Stadium.
- Depot Market Days will be held on Saturday August 15 from 9:00 a.m. – 2:00 p.m. at the Depot.
- Masonic Lodge Car Show will be held on Saturday August15 from 7:30a.m. – 6:00 p.m. at National Oak Park.

**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.

Council member Thompson commented on the recent request involving the changing of the Confederate General Street names within the city. He stated that Ms. Breland did her due diligence in informing the City Council of such request.

Council member Reed stated that the article published in the Alvin Sun regarding the changing of the Confederate General street names within the city was accurate. The City has no intent of changing the street names. He stated that the City Council has the best interest of the community at heart.

Council member Richards agreed with both Council member's Thompson and Reed. He stated that people must have a change of heart in order for things to change.

Council member Adame congratulated the Parks and Recreation Department on the grant awarded by Kaboom to replace the equipment at Morgan Park. Children from the community recently attended a meeting with Kabbom where the children were tasked with developing a design for the playground. He stated that 200 volunteers will be needed on October 10<sup>th</sup> for the build day.

Council member Stuksa thanked the Parks and Recreation Department for their work in obtaining the Kaboom grant for playground equipment. He also stated that he received many passionate phone calls and visits regarding the issue of the street name change. He thanked everyone for their comments and stated that Council does not intend to change the names of the streets. He thanked Ms. Breland for notifying City Council of such request.

Mayor Horn thanked the Parks and Recreation Department for a job well done in obtaining the Kaboom grant for playground equipment. He also stated that City Council does not intend to consider the request to change the street names.

**ADJOURNMENT**

Council member Adame moved to adjourn the meeting at 7:59 p.m. Seconded by Council member Richards motion to adjourn carried on a vote of 6 Ayes.

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Paul A. Horn, Mayor

ATTEST: \_\_\_\_\_  
Dixie Roberts, City Clerk

**PARKS AND RECREATION  
BOARD MEETING MINUTES  
Public Service Facility  
July 7, 2015  
6:30 pm**

**Call to Order:** Meeting was called to order at 6:35pm by Dwight Rhodes

**Roll Call:** Present: Shala Rios, Terri Beasley, Jeanette Stuksa, Dwight Rhodes and Chris Hartman. Also present was Parks Director Dan Kelinske and Council Members Roger Stuksa.

**Minutes:**

Terri made a motion to approve the minutes from June 2 meeting. Jeannette 2<sup>nd</sup> the motion. Motion passed.

**Petitions or Requests from the Public:**

- None at this time

**Report from the Chairman:**

- None at this time

**Director's Report:**

- Dan had a conference with Brazoria County on June 23 to discuss grant for Butterfly Garden. Nothing new to report at time of meeting.
- Alvin received a grant from Kaboom for new playground. Build date is to be sometime in October. Looking to have at least 200 volunteers to assemble equipment.
- Dan announced the CFO is trying to everything on Park's CIP in the budget.
- Dan took aerial pictures of Pearson Park for sidewalk repairs. He spoke with AGSA about where sidewalks where needed most. There was also a discussion of a driveway to the concession stand. The board did not feel this was a good idea.

**Up Coming Events:**

Upcoming Park Related Council Agenda Items

**Special Presentations**

- None at this time

**Old Business:**

**New Business:**

- Tree Planting Donation Program: Trees will be 9-12 ft. and come in 30-40 gallon pots. \$250 donation should cover the cost of a tree. The person/persons purchasing a tree will receive a certificate. Terri made a motion for the City of Alvin Parks and Recreation Tree Program to be approved. Jeannete 2<sup>nd</sup> motion. Motion passed.

- Raiders Press Box: Raiders are ready to paint their press box. The color will be Gray. Cindy made a motion to approve the color of the press box. Terri 2<sup>nd</sup> the motion. Motion passed.
- Pearson Park Concession Stand Paint Colors: Building will be Khaki and trim will be White. Eagle Scouts will begin painting on July 18.

**Announcements or Requests from Board Members:**

- Cindy had pictures of trash dumpster at Pearson Park. She said it was mostly brush but it was overflowing into parking area.
- There was complaints from citizens on Facebook about trash at National Oak Park. There was discussion of patrolling the park at least until school starts.
- Terri stated that was an excellent review on the city pool. She also stated that Jackson (Asst. Pool Manager) was doing an excellent job.

**Adjournment:** A motion to adjourn was made by Shala R. Jeannette S. 2<sup>nd</sup> motion. Motion passed. Meeting was adjourned at 8:45 pm.

Submitted by:

Shala Rios

ALVIN SENIOR CITIZENS BOARD MEETING  
JUNE 15, 2015

CALL TO ORDER: Barbara Biggers called the meeting to order at 9:02 A.M. Board members present were Dale Jones, Betty Hodges, Beverly Kimbrough, Nell Shimek, Barbara Biggers, Darrell Brady, and Wanda Garrett. Others present were Dan Kelinske, Director of Parks and Recreation; Marla Grigsby, Senior Center Manager; and visitor Barbara Dolan, a bus driver for the Center.

Dolan was invited to make comments and mentioned the condition of and problems with the Center bus and the behavior of those seniors riding the bus on trips.

The minutes were approved as corrected.

REPORTS: Dan Kelinske reported that requests for new full-time employees, chairs and tables for the Center, exercise equipment were among the \$33, 000+ budget reduction. This will allow full time focus on the remodeling of the Senior Center Building. He did add a request for an ADA approved door for the east end of the building.

Marla Grigsby said the release of the July/August Newsletter will be June 24. She also stated that every organization and group meets the Center requirements with the exception of the quilters. The monies lost on the last dance, including the budgeted \$500 and food, was about \$700.

Barbara Biggers reported that the attendance at the dances has been poor this year, i.e. for the prom dance 24 tickets were sold and only about a dozen of those were our regular dancers.

Beverly Kimbrough said the decorating dates are July 1 at 9 AM, August 3 at 9 AM, July 22 for Luau at 8 AM.

UNFINISHED BUSINESS:

The annual Center Open House will be Wednesday, August 26, 2015, from 4:30-6:30 PM, and the food served at 5:30 will be pulled pork sandwiches, chips, a cookie, and water. Attendees will have to have a passport stamped by each presenter table before they get their food ticket. A map of the layout for the tables will be sent to all presenters. Our goal is that attendees will visit each table in the east and west sides of the building.

The item, Display of Senior Board Pictures, remained tabled.

The budget progress was presented in Dan Kelinske's report.

NEW BUSINESS:

The residency requirement item was removed from the Agenda by Dan who briefly discussed it and asked the Board to think about this as a topic that may be considered in the future.

There were no changes to the Rules for Organizations presented for discussion.

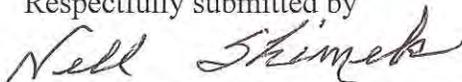
The sign-up letters to organizations and clubs that meet at the Center will be mailed out soon.

ANNOUNCEMENTS:

The next Board meeting is on August 10, 2015.

The meeting was adjourned at 10 A.M.

Respectfully submitted by



Nell Shimek, Senior Board Secretary



# AGENDA COMMENTARY

**Meeting Date:** 8/20/2015

**Department:** Administration

**Contact:** Sereniah Breland, City Manager

**Agenda Item:** Public hearing to receive comment on the Proposed FY 15-16 Annual Budget. This proposed budget is estimated to raise more total property taxes than last year's budget by \$627,011.00 or 7.53% and of that amount \$244,847.00 is tax revenue to be raised from new property added to the tax roll this year.

**Type of Item:**  Ordinance 1<sup>st</sup> Reading  Ordinance 2<sup>nd</sup> Reading  Resolution  Public Hearing  Discussion & Direction

**Summary:** This is a public hearing to receive comment on the proposed FY-15-16 Annual Budget.

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

**Budgeted Item:** Yes  No  N/A

**Account Number:** \_\_\_\_\_ **Amount** \_\_\_\_\_

**Legal Review Required:** N/A  Required  **Date Completed** [Click here to enter a date.](#)

**Supporting documents attached:**

- 

**Recommendation:** This item requires no action at this time; this is a public hearing only.

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

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



# AGENDA COMMENTARY

**Meeting Date:** 8/20/2015

**Department:** Administration

**Contact:** Sereniah Breland, City Manager

**Agenda Item:** Public hearing to receive comment on the proposed tax rate of \$0.8386 per \$100 of valuation, a rate that will increase the total tax revenues from properties on the tax roll in the preceding year by 7.53%.

**Type of Item:**  Ordinance 1<sup>st</sup> Reading  Ordinance 2<sup>nd</sup> Reading  Resolution  Public Hearing  Discussion & Direction

**Summary:** According to the Local Government Code, when a proposed rate exceeds the lower of the rollback rate or the effective tax rate, the taxing unit's governing body must vote to place a proposal to adopt the rate on the agenda of a future meeting as an action item. If the motion passes, the governing body must schedule two public hearings on the proposal. The second hearing may not be held earlier than the third day after the date of the first hearing.

Staff recommends to maintain the same tax rate, that rate still exceeds the State's calculated effective tax rate. As a result, we are required to have 2 public hearings on the tax rate prior to adoption. This is the first hearing required. The next public hearing is scheduled for Thursday, August 27th at 7:00 p.m. City Council will consider adopting the tax rate at a Special Meeting to be held on Thursday September 10, 2015 at 7:00 p.m.

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

**Budgeted Item:** Yes  No  N/A

**Account Number:** \_\_\_\_\_ **Amount** \_\_\_\_\_

**Legal Review Required:** N/A  Required  Date Completed [Click here to enter a date.](#)

**Supporting documents attached:**

**Recommendation:** This item requires no action at this time; this is a public hearing only.

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

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

# NOTICE OF 2015 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF ALVIN

A tax rate of \$0.838600 per \$100 valuation has been proposed for adoption by the governing body of CITY OF ALVIN. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

PROPOSED TAX RATE	\$0.838600 per \$100
PRECEDING YEAR'S TAX RATE	\$0.838600 per \$100
EFFECTIVE TAX RATE	\$0.793642 per \$100
ROLLBACK TAX RATE	\$0.857072 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for CITY OF ALVIN from the same properties in both the 2014 tax year and the 2015 tax year.

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

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

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

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

Ro'Vin Garrett, PCC  
Tax Assessor-Collector  
451 N Velasco in Angleton, Texas 77515  
281-756-1838  
roving@brazoria-county.com  
www.brazoria-county.com/tax

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

First Hearing: August 20, 2015 at 7:00 PM at the City Council Chambers, 2nd Floor City Hall located at 216 W Sealy Street in Alvin, Texas 77511.

Second Hearing: August 27, 2015 at 7:00 PM at the City Council Chambers, 2nd Floor City Hall located at 216 W Sealy Street in Alvin, Texas 77511.



# AGENDA COMMENTARY

**Meeting Date:** 8/20/2015

**Department:** Administration

**Contact:** Sereniah Breland, City Manager

**Agenda Item:** Announce that the 2nd public hearing on the tax rate will be held on Thursday August 27, 2015 at 7:00 p.m. in the Downstairs Conference Room of Alvin City Hall and that City Council is scheduled to vote on the proposed tax rate at a special meeting on Thursday, September 10, 2015 at 7:00 p.m.

**Type of Item:**  Ordinance 1<sup>st</sup> Reading  Ordinance 2<sup>nd</sup> Reading  Resolution  Public Hearing  Discussion & Direction

**Summary:** This is for notification purposes only.

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

**Budgeted Item:** Yes  No  N/A

**Account Number:** \_\_\_\_\_ **Amount** \_\_\_\_\_

**Legal Review Required:** N/A  Required  Date Completed [Click here to enter a date.](#)

**Supporting documents attached:**

**Recommendation:** No Action Required. Mayor is to read agenda item aloud for public notification purposes.

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

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



# AGENDA COMMENTARY

**Meeting Date:** 8/20/2015

**Department:** Administration

**Contact:** Sereniah Breland, City Manager

**Agenda Item:** Consider Ordinance 15-O; amending Chapter 28, Comprehensive Fee Ordinance; to amend certain sections of solid waste collection & disposal provisions and certain sections of water and sewer provisions.

**Type of Item:**  Ordinance 1<sup>st</sup> Reading  Ordinance 2<sup>nd</sup> Reading  Resolution  Public Hearing  Discussion & Direction

**Summary:** Currently, the City’s Chapter 28 Comprehensive Fee Ordinance only allows the City to adjust the water, sewer, and solid waste rates by the annual increase or decrease in the consumer price index rates for all urban consumers for the Houston-Galveston-Brazoria, TX area (CPI-U). In addition to the CPI-U, there are other factors that should be taken into consideration when adjusting water, sewer, and solid waste rates. Water, sewer and solid waste rates should be adjusted to cover the operating and capital utility costs of the City; while providing revenue for future capital needs. As a result, staff recommends that City Council amend the related sections of Chapter 28-2 of the Code of Ordinances. Should City Council elect to amend the relevant sections of Chapter 28-2 of the Code of Ordinances, staff will be able to make recommendations on the water, sewer, and solid waste rates based on the costs of servicing water, sewer, and solid waste to the City of Alvin. On the other hand, should City Council elect not to amend the relevant sections of Chapter 28-2 of the Code of Ordinances, staff will continue to annually adjust water, sewer, and solid waste rates based solely on the increase or decrease in the CPI-U. This ordinance will be brought before the City Council at a Special Meeting on Thursday, August 13<sup>th</sup>. Depending on the outcome of such will determine whether or not this item will be up for second reading on August 20<sup>th</sup>.

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

**Budgeted Item:** Yes  No  N/A

**Account Number:** \_\_\_\_\_ **Amount** \_\_\_\_\_

**Legal Review Required:** N/A  Required  **Date Completed** 7/28/2015

**Supporting documents attached:**

- Ordinance 15-O; redlined

**Recommendation:** Motion to approve Ordinance 15-O.

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

**ORDINANCE NO. 15-O**

**AN ORDINANCE AMENDING CHAPTER 28, COMPREHENSIVE FEE ORDINANCE, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS FOR THE PURPOSE OF AMENDING CERTAIN SECTIONS OF SOLID WASTE COLLECTION AND DISPOSAL PROVISIONS AND ALSO CERTAIN SECTIONS OF WATER AND SEWER PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.**

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

**Section 1.** That Section 28-2 of the Code of Ordinances, City of Alvin, Texas is hereby amended by amending section (4) of the Solid Waste Collection and Disposal provisions as set forth below:

**Sec. 28-2. In General.**

...

**SOLID WASTE COLLECTION AND DISPOSAL**

...

~~(4) Beginning with the October, 2014 billing cycle, the solid waste rates as set forth above shall be increased. Beginning with the October 1, 2007 billing dates, and each year thereafter, the water, sewer, and solid waste rates as set forth above shall be adjusted incrementally on an annual basis in accordance with the CPI-U change. As used herein, "CPI-U" shall mean the revised consumer price index rate for all urban consumers (all items included) for the Houston-Galveston-Brazoria, TX area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "bureau"). The rates, set in subsections (1), (2) and (3) above, shall be automatically adjusted with the October billing cycle of each year by an amount equal to the percentage that the CPI-U has increased or decreased based on the most recent CPI-U information available at time of submission of the contractors petition for adjustment.~~

(4) Beginning with the October, 2015 billing cycles, and each year thereafter, the solid waste rates shall be increased, at a minimum, based on the annual CPI-U rate using the preceding April data of that year. The Council may also use other factors to determine

any additional increase. The rates, set in subsections (1), (2) and (3) above, shall be automatically adjusted with the October billing cycles of each year.

\*As used herein, "CPI-U" shall mean the revised consumer price index rate for all urban consumers (all items included) for the Houston-Galveston-Brazoria, TX area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "bureau").

...

**Section 2.** That Section 28-2 of the Code of Ordinances, City of Alvin, Texas is hereby amended by amending section (17) of the Water and Sewer provisions as set forth below:

**Sec. 28-2. In General.**

...

**WATER AND SEWER**

~~(17) Beginning with the December 1, 2005, billing dates, the water and sewer rates as set forth above shall be increased. Beginning with the October 1, 2006, billing dates, and each year thereafter, the water and sewer rates as set forth above shall be adjusted incrementally on an annual basis in accordance with the CPI-U change. As used herein, "CPI-U" shall mean the revised consumer price index rate for all urban consumers (all items included) for the Houston-Galveston-Brazoria, TX area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "bureau"). The rates, set in subsections (10) and (11) above, shall be automatically adjusted with the October 1 billing dates of each year by an amount equal to the percentage that the CPI-U has changed over the previous 12-month period.~~

(17) Beginning with the October, 2015 billing cycles, and each year thereafter, the water and sewer rates shall be increased, at a minimum, based on the annual CPI-U rate using the preceding April data of that year. The Council may also use other factors to determine any additional increase. The rates, set in subsections (10) and (11) above, shall be automatically adjusted with the October billing cycles of each year.

\*As used herein, "CPI-U" shall mean the revised consumer price index rate for all urban consumers (all items included) for the Houston-Galveston-Brazoria, TX area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "bureau").

....

**Section 3.** That except as amended herein all other provisions of Chapter 28 of the Code of Ordinances, City of Alvin, Texas shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this ordinance and any other ordinance, the provisions of this ordinance shall control.

**Section 4. Severability.** Should any section or part of this Ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

**Section 5. Publication.** The City Clerk of the City of Alvin is hereby directed to publish this ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by *Chapter 52 of the Texas Local Government Code* and the *City of Alvin Charter*.

**Section 6. Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of *Chapt. 52, Tex. Loc. Gov't. Code* and the *City of Alvin Charter*.

**Section 7. Open Meetings Act.** It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and the public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't Code*. Notice was also provided as required by *Chapter 52 of the Texas Local Government Code* and the *City of Alvin Charter*.

**PASSED** on the first reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**PASSED** on the second and final reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**ATTEST:**

**CITY OF ALVIN, TEXAS**

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

By: \_\_\_\_\_  
Paul A. Horn, Mayor



# AGENDA COMMENTARY

**Meeting Date:** 8/20/2015

**Department:** Engineering

**Contact:** Michelle Segovia, City Engineer

**Agenda Item:** Consider Ordinance 15-P; establishing a no parking zone along North Pointe Trails Boulevard (located off Highway 35 North); authorizing installation of appropriate signage; providing for a penalty and publication; and setting forth other provisions related thereto; first reading.

**Type of Item:**  Ordinance 1<sup>st</sup> Reading  Ordinance 2<sup>nd</sup> Reading  Resolution  Public Hearing  Discussion & Direction

**Summary:** Ordinance 15-P establishes a no parking zone along both sides of each lane of North Pointe Trails Boulevard and extending the entire length of the roadway. This ordinance is being proposed at the request of the City's Fire Marshal in response to traffic safety complaints received from the North Pointe Trails Subdivision's Home Owner's Association due to residents parking along North Pointe Trails Boulevard.

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

**Budgeted Item:** Yes  No  N/A

**Account Number:** \_\_\_\_\_ **Amount** \_\_\_\_\_

**Legal Review Required:** N/A  Required  **Date Completed** 8/12/2015

**Supporting documents attached:**

- Ordinance 15-P
- Aerial Map

**Recommendation:** Move to approve Ordinance 15-P on 1<sup>st</sup> reading.

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

**ORDINANCE NO.15-P**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS ESTABLISHING A “NO PARKING” ZONE ALONG NORTH POINTE TRAILS BOULEVARD; AUTHORIZING INSTALLATION OF APPROPRIATE SIGNAGE; PROVIDING FOR A PENALTY AND PUBLICATION; PROVIDING AN EFFECTIVE DATE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.**

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

**Section 1.** That there is hereby established a “No Parking” zone along both sides of the east bound lane and both sides of the west bound lane of North Pointe Trails Boulevard and extending the entire length of the roadway.

**Section2. Authority to Erect Signs.** The City Manager of the City of Alvin, Texas or her designee, after the effective date of this ordinance, shall cause to be erected signs designating the “No Parking” zone, as required by the Texas Manual on Uniform Traffic Control Devices along both sides of each lane of North Pointe Trails Boulevard reflecting the “No Parking” area established herein.

**Section 3. Penalty Provision.** Any person violating the parking restriction established by this Ordinance, upon conviction, shall be punished by a fine in accordance with the general penalty section 1-5 of the Code of Ordinances.

**Section 4. Publication.** The City Clerk of the City of Alvin is hereby directed to publish this Ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by the *City of Alvin Charter*.

**Section 5. Effective Date.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of *Chapt. 52, Tex. Loc. Gov't.Code, and the City of Alvin Charter*.

**Section 6. Open Meetings Act.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov’t Code*.

**PASSED AND APPROVED** on first reading this \_\_\_\_ day of \_\_\_\_\_, 2015.

**PASSED AND APPROVED** on second and final reading this \_\_\_\_ day of \_\_\_\_\_, 2015.

**ATTEST:**

**CITY OF ALVIN, TEXAS**

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

By: \_\_\_\_\_  
Paul A. Horn, Mayor



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



*Proposed No Parking Zone - North Pointe Trails Entrance*



# AGENDA COMMENTARY

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**Meeting Date:** 8/20/2015

**Department:** Administration

**Contact:** Sereniah Breland, City Manager

**Agenda Item:** Consider Resolution 15-R-19; authorizing an interlocal agreement through The Interlocal Purchasing System (TIPS/TAPS) for the purpose of participating in a cooperative purchasing program and authorize the City Manager to sign.

---

**Type of Item:**  Ordinance 1<sup>st</sup> Reading  Ordinance 2<sup>nd</sup> Reading  Resolution  Public Hearing  Discussion & Direction

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**Summary:** This resolution is approving the participation in the Interlocal Purchasing System (TIPS). TIPS is an acronym for The Interlocal Purchasing System. TIPS is a national purchasing cooperative that offers access to competitively procured purchasing contracts to its membership. TIPS is housed at and managed by the Region 8 Education Service Center (ESC) located in Pittsburg, Texas. This program is available through membership to all public and private schools, colleges, universities, cities, counties and other government entities in multiple states, free of charge.

Membership in this program will offer the city:

- Access to competitively procured contracts with quality vendors
- Savings of time and financial resources necessary to fulfill bid requirements
- Assistance with purchasing process by qualified TIPS staff
- Access to pricing based on a “national” high-profile contract

The general process to award a TIPS contract to a vendor is as follows:

- TIPS posts an RFP/RFQ for a specific product/service with a deadline date and time for submission of responses.
- TIPS advertises the posting of the RFP/RFQ in a manner that meets the state of Texas requirements as well as in additional formats established by TIPS as beneficial to TIPS members including a national advertisement in *USA Today*.
- TIPS collects all incoming proposals until the deadline for submission.
- TIPS staff open and record all of the proposals submitted prior to the advertised deadline.
- A scoring committee reviews all proposals and scores the proposals based on the criteria established by TIPS (scoring rubric is included in the posted RFP/RFQ documents).
- A vendor receiving a score of at least 80 on the scoring rubric is then recommended to the Region 8 ESC Board of Directors at the monthly meeting to receive a TIPS contract to sell the specified product/service.
- The ESC Board of Directors votes to award contracts following the recommendation and discussion of proposed contracts.

TIPS solicitations (RFP's/RFQ's) are advertised for 2 consecutive weeks in the *Pittsburg Gazette* in Pittsburg, Texas as well as on a national scope in the *USA Today* and *The Advocate* published in Baton Rouge, Louisiana.

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

**Budgeted Item:** Yes  No  N/A

**Account Number:** \_\_\_\_\_ **Amount** \_\_\_\_\_

**Legal Review Required:** N/A  Required  **Date Completed** 8/12/2015

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**Supporting documents attached:**

- Resolution 15-R-19.
- Interlocal Agreement.

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**Recommendation:** Move to approve Resolution 15-R-19; authorizing an interlocal agreement through The Interlocal Purchasing System (TIPS/TAPS) for the purpose of participating in a cooperative purchasing program 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

**RESOLUTION 15-R-19**

(Please check)

Governing Board

Commissioners Court

STATE OF Texas COUNTY OF Brazoria

**THE REGION VIII EDUCATION SERVICE CENTER for THE INTERLOCAL PURCHASING SYSTEM**

And

City of Alvin

*(Name of Entity applying for Membership in TIPS)*

WHEREAS, the entity listed above, pursuant to the authority granted by the applicant’s state purchasing Requirements, desires to participate in The Interlocal Purchasing System (TIPS). TIPS is a National Cooperative Purchasing Program offered by Region VIII Education Service Center, located in Pittsburg, Texas, (Camp County). Participation, through membership and utilization of competitively bid and awarded vendor contracts in a cooperative purchasing program specializing in the management of high quality cooperative procurement solutions will be beneficial to the taxpayers through the anticipated savings to be realized by such entity listed above.

Therefore, be it RESOLVED, that the entity listed above has identified a stated need for participation in The Interlocal Purchasing System (TIPS) whereby Sereniah Breland, City Manager is  
*(Name of Authorized Person)*

authorized and directed to sign and deliver any and all necessary documents herewith for and on behalf of above named entity requesting membership in TIPS. I certify that the foregoing is a true and correct original Resolution duly adopted by the City of Alvin, Texas.  
*(Name of Entity applying for Membership in TIPS)*

and is filed on record with TIPS.

In witness thereof, I have set my hand and signature this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
*(Authorized Signature for Entity)*

Paul A. Horn  
*(Printed Name)*

Mayor  
*(Title or Position)*

phorn@cityofalvin.com  
*(email address)*

**This legal document will remain current on file until either party severs the agreement.**

**INTERLOCAL AGREEMENT**  
**Region VIII Education Service Center**  
**TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT**  
**(School, College, University, State, City, County, or Other Political Subdivision)**

City of Alvin  
\_\_\_\_\_

Region VIII Education Service Center  
Pittsburg, Texas

\_\_\_\_\_-\_\_\_\_\_  
Control Number (TIPS will Assign)  
Schools enter County-District Number

225 - 950  
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. Authority for such services is granted under Texas Government Code §§ 791.001 *et seq* as amended. Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other Local Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective August 20, 2015 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

**Statement of Services to be Performed:**

Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

**Roles of the TIPS Purchasing Cooperative:**

1. Provide for the organizational structure of the program.
2. Provide staff for efficient operation of the program.
3. Promote marketing of the TIPS Program.
4. Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
5. Provide members with procedures for placing orders through TIPS PO System.
6. Maintain filing system for Due Diligence Documentation.

**INTERLOCAL AGREEMENT, continued**

**Role of the Public Entity:**

1. Commit to participate in the program by an authorized signature on membership forms.

2. Designate a Primary Contact and Secondary Contact for entity.
3. Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.
4. Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com).
5. Accept shipments of products ordered from Awarded Vendors.
6. Process Payments to Awarded Vendors in a timely manner.

**General Provisions:**

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

**Authorization:**

Region VIII Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public agencies.

**INTERLOCAL AGREEMENT, continued**

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

**Public Member Entity:**

City of Alvin  
**Entity Or District Name**

By: \_\_\_\_\_  
Authorized Signature

Title: City Manager

8/20/15  
Date

**Purchasing Cooperative Lead Agency:**

**Region VIII Education Service Center**

By: \_\_\_\_\_  
Authorized Signature

Title: Executive Director Region VIII ESC

\_\_\_\_\_  
Date

**Public Entity Contact Information**

Junru Roland, CFO  
Primary Purchasing Person Name

215 W. Sealy  
Street Address

Alvin, Texas 77511  
City, State Zip

281-388-4216  
Telephone Number

\_\_\_\_\_  
Fax Number

jroland@cityofalvin.com  
Primary Person Email Address

Florence Chapa  
Secondary Person Name

fchapa@cityofalvin.com  
Secondary Person Email Address

If your entity does not require you to have an Interlocal Agreement, please go to the TIPS website under Membership and take advantage of online registration. The states of Texas and Arizona **do** require all entities to have an Interlocal Agreement. Email completed Interlocal Agreement to tips@tips-usa.com.



# AGENDA COMMENTARY

**Meeting Date:** 8/20/2015

**Department:** City Attorney

**Contact:** Bobbi Kacz, City Attorney

**Agenda Item:** Consider Addendum No. 12 to the Contract for Refuse Collection and Disposal Services between the City of Alvin and Progressive Waste Solutions to adjust rates paid to Progressive Waste Solutions due to the decrease in the CPI-U (revised Consumer Price Index Rate for All Urban Consumers for the Houston-Galveston-Brazoria, TX area) and fuel cost adjustments pursuant to the agreement; and authorize the Mayor to sign.

**Type of Item:**  Ordinance 1<sup>st</sup> Reading  Ordinance 2<sup>nd</sup> Reading  Resolution  Public Hearing  Discussion & Direction

**Summary:** The City's contract (signed August 18, 2005) with Progressive Waste Solutions for refuse collection and disposal service contains a provision for an annual adjustment of compensation paid to the contractor.

This Addendum #12 will include the following changes:

- (1) Progressive will decrease the KAB donation from \$12,000 to \$6,000 and Progressive will now make payment directly to KAB, at the rate of \$500 per month.
- (2) Progressive agrees to perform an annual Waste Audit beginning with the October 1, 2015 contract year. The audit shall be performed and submitted to the City of Alvin within sixty (60) days of the October 1 annual renewal.
- (3) Progressive will donate \$7,200 annually beginning within 30 days of October 1, 2015 and each subsequent year for the term of the contract, to the City to sponsor monthly marketing material to the public for the purpose of notifying the citizens of services, special projects, contact information, and other additional information as may be warranted.
- (4) Progressive will provide "residential heavy trash" pickup once a month.
- (5) Progressive agrees to eliminate the 5 week Spring phone-in bulk trash pickup.
- (6) Progressive will schedule a city-wide clean-up at least two (2) times per year.
- (7) Progressive will discontinue the Convenience Center at their location.

Over the past 10 years, the original contract has been amended at least annually and now contains 11 addendums as the complete document. The City Attorney would like to prepare an updated contract to incorporate all the current terms into a single document that will be presented to council for ratification after review and approval by Progressive.

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

**Budgeted Item:** Yes  No  N/A

**Account Number:** \_\_\_\_\_ **Amount** \_\_\_\_\_

**Legal Review Required:** N/A  Required  **Date Completed** 8/19/2015

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**Supporting documents attached:**

- Addendum #12
- 

**Recommendation:** Move to approve Addendum No. 12 to the Contract between the City of Alvin and Progressive Waste Solutions and authorize the Mayor to execute Addendum No. 12.

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Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

**ADDENDUM NO. 12 TO CITY OF ALVIN  
CONTRACT FOR REFUSE COLLECTION  
AND DISPOSAL SERVICES**

**THIS TWELTH ADDENDUM** (“Addendum No. 12”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the “City”) and Progressive Waste Solutions of TX, Inc., (the “Contractor”), the Parties to this Agreement.

**WHEREAS**, the City and the Contractor entered into a Contract for Refuse Collection and Disposal Services on or about August 18, 2005 (the “Original Agreement”);

**WHEREAS**, the City and the Contractor entered into an Addendum No. 1 on or about September 12, 2006 (the “First Addendum”);

**WHEREAS**, the City and the Contractor entered into an Addendum No. 2 on or about March 15, 2007 (the “Second Addendum”);

**WHEREAS**, the City and the Contractor entered into an Addendum No. 3 on or about September 20, 2007 (the “Third Addendum”);

**WHEREAS**, the City and the Contractor entered into an Addendum No. 4 on or about July 21, 2008 (the “Fourth Addendum”);

**WHEREAS**, the City and the Contractor entered into an Addendum No. 5 on or about September 18, 2009 (the “Fifth Addendum”);

**WHEREAS**, the City and the Contractor entered into an Addendum No. 6 on or about September 2, 2010 (The “Sixth Addendum”);

**WHEREAS**, the City and the Contractor entered into an Addendum No. 7 on or about September 1, 2011 (the “Seventh Addendum”);

**WHEREAS**, the City and the Contractor entered into an Addendum No. 8 on or about August 16, 2012 (the “Eighth Addendum”);

**WHEREAS**, the City and the Contractor entered into an Addendum No. 9 on or about August 15, 2013 (the “Ninth Addendum”);

**WHEREAS**, the City and the Contractor entered into an Addendum No. 10 on or about August 21, 2014 (the “Tenth Addendum”);

**WHEREAS**, the City and the Contractor entered into an Addendum No. 11 on or about February 19, 2015 (the “Eleventh Addendum”);

**WHEREAS**, the Original Agreement, and the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth and Eleventh Addendums to the Original Agreement are hereby

collectively referred to as the "Agreement";

**WHEREAS**, additionally, the City and the Contractor desire to amend Section 9(j) amending the amount of donations to Keep Alvin Beautiful;

**WHEREAS**, the City and the Contractor desire to add a new section, (5) Waste Audit to Section 9, Standards for Service, (m) Reports, providing for a Waste Audit to be performed by Contractor on an annual basis; and

**WHEREAS**, the City and the Contractor desire to add a new section, (d) Marketing Materials to Section 15, Contractor's Obligations to the City, providing for a donation by Progressive to be used to inform the public about services and contact information to be performed by Contractor on an annual basis; and

**WITNESSETH:**

**NOW, THEREFORE**, and in consideration of the mutual covenants and promises contained herein, City and Contractor hereby agree as follows:

**I.**

The Contract is amended by adding Addendum No. 12 to the Contract which contains the following provisions:

1. **Annual Recycling Bids.** Section 9(j) of the Agreement is hereby amended and replaced with the following:
  - (j) **Recycling and Keeping Alvin Beautiful.** The Contractor shall be solely responsible for marketing and selling Recyclable Materials. The Contractor shall retain all revenue from the sale of Recyclable Materials. The Contractor shall donate ~~\$1,000.00 per month~~ Five hundred (\$500.00) dollars per month to ~~the~~ Keep Alvin Beautiful ~~Fund~~. This donation shall be paid directly to Keep Alvin Beautiful.
2. **Standards for Service.** Section 9(m)(5) is hereby created, by adding the following provision:
  - (5) **Waste Audit Report.** Progressive agrees to perform an Annual Waste Audit beginning with the October 1, 2015 contract year. The audit shall be performed and submitted to the City of Alvin with sixty (60) days of the October 1st annual renewal.

3. **Contractor's Obligations to the City.** Section 15(d) is hereby created by adding the following provision:
  - (d) **Marketing Materials.** Progressive agrees to donate \$7,200 annually, to be paid within thirty (30) days of October 1, 2015, and each subsequent year for the term of the contract. The city will use the donated funds for the purpose of notifying citizens of services, special projects, contact information and other additional information as may be warranted.
  
4. **Standards for Service.** Section 9(d)(3)(iv) Unbundled Brush is hereby repealed in its entirety and replaced by a new section (iv), by adding the following provision:
  - ~~(iv) Unbundled brush. The Contractor will collect unbundled brush using their bulk truck, in addition to the pickups listed in Section 9(d)(3)(iii). This unbundled brush collection service will be provided once a year for all residents with a defined period of approximately five (5) weeks for the entire city, generally starting the week after Spring week. Residents will be required to contact Progressive Waste Solutions of Texas to schedule this service. There will no additional charge(s) or fee(s) to the City or residents for this service. Unbundled brush cannot exceed six (6) cubic yards in total volume.~~
  - (iv) **Residential Heavy Trash.** Contractor shall additionally furnish residential heavy trash pickup service up to six (6) cubic yards in size on at least one (1) collection date per month. Heavy trash shall include limbs and brush. Household appliances shall mean television sets, furniture, refrigerators, washing machines, dryers, stoves, and the like. Household appliances using Freon shall not be required to be collected unless such Freon has been removed by a certified technician evidenced by a certificate attached to the appliance to such effect.
  
5. **Standards for Service.** Section 9(d)(5) Annual Clean-up is hereby amended and replaced by adding the following provision whereby :
  - (5) **Bi-Annual Clean-up.** The Contractor will provide roll-off containers at least two (2) times ~~once~~ a year for a ~~spring~~ community wide clean-up event. These services shall be provided at no cost to City.
  
6. **Standards for Service.** Certain Sections of 9(i) Recycling Collection and Processing and Section 9(k) Convenience Center are hereby amended by deleting certain provisions, and adding new provisions, as described herein:

**Recycling Collection and Processing.** Section 9(i) of the Agreement is hereby amended deleted in its entirety and replaced as follows:

- (i) Recycling Carts shall remain the property of the Contractor. The Contractor shall replace a Recycling Cart at no charge to the residential customer if the Recycling Cart has been damaged through no fault of the residential customer. If the residential customer loses their Recycling Cart, a replacement Cart can be purchased by the residential customer at a price agreed upon between the City and the Contractor.

~~Contractor shall provide a drop-off location for recyclables items at the convenience center during normal business hours, which shall be Tuesday-Friday from 8 a.m. - 5 p.m., and Saturday from 8 a.m. - 2 p.m.~~

- (k) **Local Office**~~Convenience Center~~. Contractor shall maintain ~~an~~ a local office ~~and convenience center~~ within the City, and shall maintain an answering service to track and follow-up on collection misses and complaints. Such answering service shall be reachable by a toll-free telephone number, shall be operational at all times between the hours of 8:00 a.m. and 5:00 p.m., Monday through ~~Friday~~ **Saturday**, except holidays, and shall have a person available at such number with whom the public, the City, or any City officer, employee, or agent may communicate, discuss, and refer any complaint or inquiry arising in connection with such collection services.

## II.

The Contract is amended by adding Addendum No. 12 with Exhibit "A" to the Contract pursuant to Section 11, Compensation to Contractor, subsections (a) Rates, (b) CPI-U Adjustment, (c) Operating Cost Adjustment and (d) Landfill Cost Adjustment.

Commencing October 1, 2015, the rates charged to the City for the services provided by the Contractor shall be those rates as outlined in Exhibits "A", attached hereto.

## III.

Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Contract and Addendum No. 12, the provisions of Addendum No. 12 shall control. Addendum No. 12 may only be amended, modified or supplemented by written agreement and signed by all the parties

The Agreement and the 12th Addendum represent the entire agreement among the parties with respect to the matters that are the subject hereof.

**IN WITNESS WHEREOF**, the parties have made and executed Addendum No. 12 to the Contract for Refuse Collection and Disposal Services in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

**CONTRACTOR:**

Progressive Waste Solutions of Texas, Inc.

**CITY:**

City of Alvin, Texas

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

Name: Jerry Martin  
Title: District Manager

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

Paul A. Horn  
Mayor

**ATTEST/SEAL**

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

Dixie Roberts  
City Clerk

**APPROVED AS TO FORM:**

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

Bobbi Kacz  
City Attorney

**EXHIBIT "A"**  
**CITY OF ALVIN**  
**SOLID WASTE SCHEDULE (-0.43% CPI, Fuel & Operating Adjustment)**  
**EFFECTIVE 10/01/2015**

Residential Collection (Garbage)	\$ 11.32	per month
Residential Heavy Trash/Brush	\$ 0.77	per month
Residential Collection (Recycle)	\$ 0.30	per month
(1) 95 Gallon Commercial Cart (1 time/week)	\$ 19.49	per month
(1) 95 Gallon Commercial Cart (2 time/week)	\$ 23.55	per month
Limb and Brush	\$ 12.44	per month

**COMMERCIAL RATE SCHEDULE**

CONTAINER SIZE	Lifts Per Week						Extra-Lifts
	1	2	3	4	5	6	
2 Cubic Yd	\$ 58.74	\$ 87.22	\$ 104.81	\$ 130.76			\$ 39.98
3 Cubic Yd	\$ 72.08	\$ 112.02	\$ 154.12	\$ 193.65			\$ 40.19
4 Cubic Yd	\$ 84.21	\$ 131.06	\$ 177.96	\$ 226.07			\$ 48.52
6 Cubic Yd	\$ 105.49	\$ 176.62	\$ 226.49	\$ 302.08	\$ 377.53	\$ 453.08	\$ 72.78
8 Cubic Yd	\$ 127.50	\$ 224.07	\$ 306.76	\$ 414.13	\$ 513.78	\$ 618.57	\$ 97.05
8 Cubic Yd Com	\$ 200.83	\$ 401.66	\$ 602.49	\$ 803.32	\$ 1,004.15	\$ 1,204.98	

**ROLL OFF CONTAINERS**

Haul Rates	Haul	Delivery	Rental	Disposal/ Ton **
20 yard	\$ 194.08	\$ 93.41	\$ 3.12	\$ 24.21
30 yard	\$ 194.08	\$ 93.41	\$ 3.12	\$ 24.21
40 yard	\$ 194.08	\$ 93.41	\$ 3.12	\$ 24.21
28 yrd Compactors	\$ 248.05			\$ 24.21
30 yrd Compactors	\$ 248.05			\$ 24.21
35 yrd Compactors	\$ 248.05			\$ 24.21
40 yrd Compactors	\$ 248.05			\$ 24.21
42 yrd Compactors	\$ 248.05			\$ 24.21

\*\* Disposal - 3 ton minimum



SENT VIA ELECTRONIC MAIL

Wednesday, July 8, 2015

Mr. Sereniah Breland, Alvin City Manager  
216 West Sealy  
Alvin, TX 77511  
RE: Annual CPI Adjustment

Dear Ms. Breland,

Congratulations on your recent appointment to serve as the city manager for the city of Alvin! It will be a privilege to work with you, Mayor Horn, the council, and city staff. We appreciate the relationship between Progressive Waste Solutions and the city of Alvin and sincerely thank you for the great opportunity we have had to serve the citizens and community of Alvin.

Every year the CPI-U and the Fuel are evaluated per the contract. This year the combined CPI-U and Fuel adjustment was -1.6% (*Exhibit A-1 & A-2.*) However, we have other cost increases that we have incurred that are not a part of the CPI-U/Fuel Calculation.

In 2008 the contract was amended (*addendum No. 4*) to include in section 9 (§i) "Recycling Collection and Processing" a monthly payment of \$1000 to the city for recycling rebate proceeds to be reviewed annually with the CPI-U. Single stream recycle rebates have significantly decreased over the past 5 years (*Exhibit B*) and have continued to decrease since the inception of this addendum. In 2008 the average rebate for Alvin recycling averaged around \$1000 per month. In May of 2015, single stream recyclables did not pay a commodity rebate.

This year, Progressive Waste's cost of operations increased as a result of a 2% landfill rate adjustment at Waste Management (WMI)'s Coastal landfill. A letter from Mike Thompson, WMI's Sr. Landfill Manager, is included for your review (*Exhibit C.*)

The increase on landfill costs coupled with the decrease in single stream recycle rebates has caused Progressive Waste's operating costs to increase by 1.17%. As a result of the increase in our operational cost, Progressive Waste would like to petition the city council to approve the overall net adjustment (-1.6% + 1.17% = -0.43%). **The effective date for the -0.43% rate adjustment would be October 1, 2015.** Please see attached rate schedule (*Exhibit A-3.*)

Thank you for allowing Progressive Waste Solutions to provide the residents of the City of Alvin residential, recycling, and commercial solid waste services. If you have any questions please feel free to call me at 979-549-8108.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Chris Ochoa", with a stylized flourish at the end.

Chris Ochoa  
Municipal Market Manager  
Progressive Waste Solutions

CC: Junru Roland, Jerry Collins, Amy Mallett

# Databases, Tables & Calculators by Subject

FONT SIZE:  Change Output Options: From:  To:   include graphs  include annual averages[More Formatting Options](#) 

Data extracted on: June 3, 2015 (11:50:24 AM)

## Consumer Price Index - All Urban Consumers

**Series Id:** CUURA318SA0  
 Not Seasonally Adjusted  
**Area:** Houston-Galveston-Brazoria, TX  
**Item:** All items  
**Base Period:** 1982-84=100

Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2005		174.6		175.0		174.2		175.5		179.2		177.2	174.3	177.0
2006		178.6		181.2		182.4		182.5		180.4		179.2	180.3	181.0
2007		181.217		184.140		184.529		183.740		184.922		186.246	182.851	184.826
2008		187.585		188.795		193.567		192.723		191.140		185.930	189.369	190.564
2009		187.972		189.701		192.325		191.687		191.608		190.932	189.465	191.525
2010		192.412		194.037		194.734		195.165		195.094		194.479	193.410	194.934
2011		197.224		201.624		201.309		202.445		201.398		200.477	199.480	201.509
2012		204.291		206.088		204.829		203.959		204.139		202.477	204.705	203.721
2013		205.716		207.506		207.882		208.575		207.788		209.814	206.583	208.564
2014		211.745		213.309		214.668		214.102		214.791		212.169	212.835	213.895
2015		210.283		212.439										

### TOOLS

Areas at a Glance  
 Industries at a Glance  
 Economic Releases  
 Databases & Tables  
 Maps

### CALCULATORS

Inflation  
 Location Quotient  
 Injury And Illness

### HELP

Help & Tutorials  
 FAQs  
 Glossary  
 About BLS  
 Contact Us

### INFO

What's New  
 Careers @ BLS  
 Find It! DOL  
 Join our Mailing Lists  
 Linking & Copyright Info

### RESOURCES

Inspector General (OIG)  
 Budget and Performance  
 No Fear Act  
 USA.gov  
 Benefits.gov  
 Disability.gov



U.S. Energy Information  
Administration

## PETROLEUM & OTHER LIQUIDS

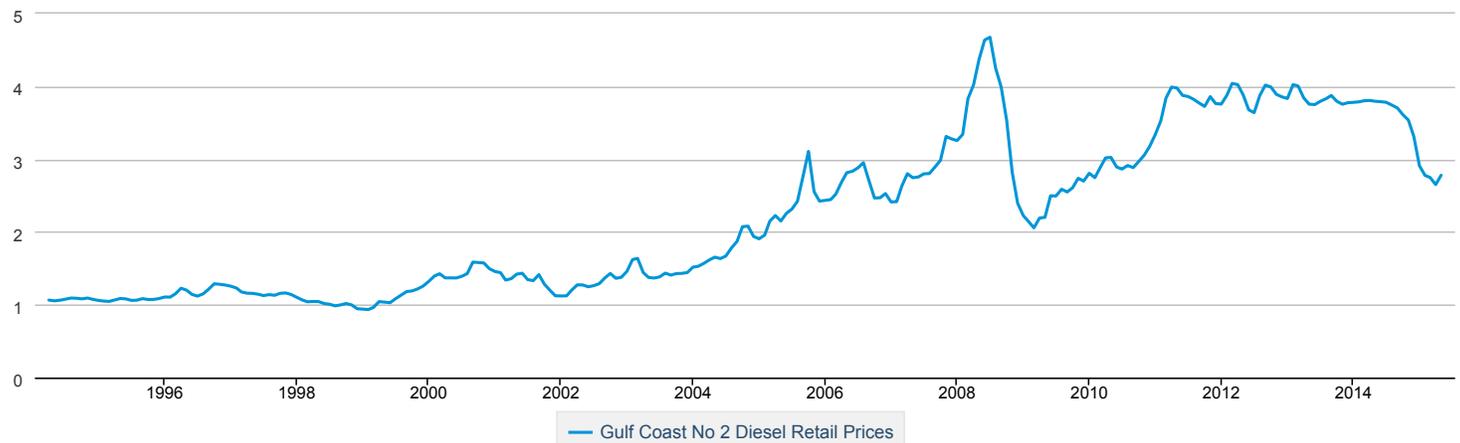
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[GLOSSARY >](#)
[FAQS >](#)

View History:  Weekly  Monthly  Annual

[Download Data \(XLS File\)](#)

### Gulf Coast No 2 Diesel Retail Prices

Dollars per Gallon



Source: U.S. Energy Information Administration

#### Chart Tools

no analysis applied

#### Gulf Coast No 2 Diesel Retail Prices (Dollars per Gallon)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>1994</b>			NA	1.064	1.054	1.062	1.076	1.092	1.089	1.081	1.092	1.074
<b>1995</b>	1.059	1.050	1.046	1.066	1.086	1.080	1.060	1.063	1.084	1.072	1.073	1.085
<b>1996</b>	1.106	1.105	1.151	1.227	1.201	1.141	1.119	1.149	1.215	1.288	1.281	1.271
<b>1997</b>	1.255	1.230	1.176	1.159	1.156	1.145	1.126	1.139	1.130	1.157	1.162	1.141
<b>1998</b>	1.102	1.065	1.041	1.045	1.044	1.017	1.007	0.985	0.998	1.017	0.997	0.945
<b>1999</b>	0.940	0.934	0.964	1.043	1.036	1.028	1.082	1.132	1.181	1.190	1.218	1.257
<b>2000</b>	1.321	1.394	1.426	1.369	1.369	1.368	1.390	1.428	1.586	1.580	1.574	1.496
<b>2001</b>	1.457	1.441	1.339	1.358	1.420	1.433	1.345	1.331	1.414	1.284	1.199	1.123
<b>2002</b>	1.121	1.122	1.200	1.273	1.272	1.247	1.262	1.290	1.369	1.430	1.363	1.377
<b>2003</b>	1.459	1.621	1.637	1.443	1.375	1.367	1.383	1.435	1.407	1.428	1.431	1.442
<b>2004</b>	1.516	1.530	1.568	1.616	1.654	1.634	1.669	1.780	1.871	2.073	2.080	1.939
<b>2005</b>	1.906	1.958	2.148	2.226	2.150	2.256	2.314	2.421	2.766	3.107	2.553	2.424
<b>2006</b>	2.434	2.445	2.519	2.681	2.815	2.834	2.880	2.952	2.701	2.467	2.470	2.528
<b>2007</b>	2.412	2.417	2.629	2.801	2.745	2.756	2.799	2.803	2.894	2.984	3.313	3.279
<b>2008</b>	3.256	3.341	3.831	4.021	4.367	4.637	4.676	4.251	3.989	3.537	2.818	2.394
<b>2009</b>	2.225	2.138	2.057	2.192	2.201	2.498	2.494	2.588	2.549	2.608	2.738	2.699
<b>2010</b>	2.807	2.746	2.878	3.018	3.025	2.894	2.864	2.914	2.884	2.967	3.055	3.176
<b>2011</b>	3.339	3.531	3.838	3.991	3.979	3.876	3.862	3.823	3.771	3.725	3.860	3.764
<b>2012</b>	3.757	3.878	4.041	4.025	3.885	3.678	3.639	3.875	4.018	3.993	3.891	3.857
<b>2013</b>	3.834	4.024	4.006	3.843	3.756	3.750	3.794	3.829	3.875	3.796	3.755	3.776
<b>2014</b>	3.781	3.788	3.803	3.807	3.796	3.790	3.782	3.744	3.704	3.613	3.537	3.312
<b>2015</b>	2.910	2.777	2.749	2.651	2.780							

- = No Data Reported; -- = Not Applicable; NA = Not Available; W = Withheld to avoid disclosure of individual company data.

**EXHIBIT "A-1"**  
**CITY OF ALVIN**  
**SOLID WASTE SCHEDULE (with -0.4% CPI)**  
**EFFECTIVE 10/01/2015**

Residential Sack (Garbage)	\$ 11.24	per month
Residential Heavy Trash/Brush	\$ 0.77	per month
Curb Side Recycle	\$ 0.30	per month
(1) 95 Gallon Cart (1 time/week)	\$ 19.36	per month
(1) 95 Gallon Cart (2 times/week)	\$ 23.40	per month
(2) 95 Gallon Cart (1 times/week)	\$ 12.36	per month

**COMMERCIAL RATE SCHEDULE**

CONTAINER SIZE	Lifts Per Week						Extra-Lifts
	1	2	3	4	5	6	
2 Cubic Yd	\$ 58.35	\$ 86.65	\$ 104.11	\$ 129.89			\$ 39.72
3 Cubic Yd	\$ 71.59	\$ 111.27	\$ 153.12	\$ 192.38			\$ 39.92
4 Cubic Yd	\$ 83.65	\$ 130.20	\$ 176.78	\$ 224.59			\$ 48.21
6 Cubic Yd	\$ 104.80	\$ 175.46	\$ 225.00	\$ 300.07	\$ 375.03	\$ 450.08	\$ 72.30
8 Cubic Yd	\$ 126.65	\$ 222.60	\$ 304.73	\$ 411.40	\$ 510.38	\$ 614.49	\$ 96.41
8 Cubic Yd Com	\$ 199.51	\$ 399.01	\$ 598.52	\$ 798.02	\$ 997.52	\$ 1,197.02	\$ -

**ROLL OFF CONTAINERS**

Haul Rates	Haul	Delivery	Rental	Disposal/ Ton **
20 yard	\$ 187.52	\$ 90.24	\$ 3.02	\$ 23.39
30 yard	\$ 187.52	\$ 90.24	\$ 3.02	\$ 23.39
40 yard	\$ 187.52	\$ 90.24	\$ 3.02	\$ 23.39
28 yrd Compactors	\$ 239.65	\$ 90.24	NA	\$ 23.39
30 yrd Compactors	\$ 239.65	\$ 90.24	NA	\$ 23.39
35 yrd Compactors	\$ 239.65	\$ 90.24	NA	\$ 23.39
40 yrd Compactors	\$ 239.65	\$ 90.24	NA	\$ 23.39
42 yrd Compactors	\$ 239.65	\$ 90.24	NA	\$ 23.39

\*\* Disposal - 3 ton minimum

**EXHIBIT "A-2"**  
**CITY OF ALVIN**  
**SOLID WASTE SCHEDULE (-1.6% CPI & Fuel)**  
**EFFECTIVE 10/01/2015**

Residential Sack (Garbage)	\$ 11.11	per month
Residential Heavy Trash/Brush	\$ 0.76	per month
Curb Side Recycle	\$ 0.30	per month
(1) 95 Gallon Cart (1 time/week)	\$ 19.13	per month
(1) 95 Gallon Cart (2 times/week)	\$ 23.11	per month
(2) 95 Gallon Cart (1 times/week)	\$ 12.21	per month

**COMMERCIAL RATE SCHEDULE**

CONTAINER SIZE	Lifts Per Week						Extra-Lifts
	1	2	3	4	5	6	
2 Cubic Yd	\$ 57.64	\$ 85.61	\$ 102.86	\$ 128.32			\$ 39.24
3 Cubic Yd	\$ 70.73	\$ 109.93	\$ 151.27	\$ 190.06			\$ 39.44
4 Cubic Yd	\$ 82.65	\$ 128.63	\$ 174.65	\$ 221.88			\$ 47.63
6 Cubic Yd	\$ 103.54	\$ 173.34	\$ 222.29	\$ 296.46	\$ 370.52	\$ 444.66	\$ 71.43
8 Cubic Yd	\$ 125.13	\$ 219.91	\$ 301.05	\$ 406.44	\$ 504.23	\$ 607.09	\$ 95.25
8 Cubic Yd Comp	\$ 197.11	\$ 394.20	\$ 591.31	\$ 788.40	\$ 985.51	\$ 1,182.60	\$ -

**ROLL OFF CONTAINERS**

Haul Rates	Haul	Delivery	Rental	Disposal/ Ton **
20 yard	\$ 185.26	\$ 89.15	\$ 2.98	\$ 23.10
30 yard	\$ 185.26	\$ 89.15	\$ 2.98	\$ 23.10
40 yard	\$ 185.26	\$ 89.15	\$ 2.98	\$ 23.10
28 yrd Compactors	\$ 236.76	\$ 89.15	NA	\$ 23.10
30 yrd Compactors	\$ 236.76	\$ 89.15	NA	\$ 23.10
35 yrd Compactors	\$ 236.76	\$ 89.15	NA	\$ 23.10
40 yrd Compactors	\$ 236.76	\$ 89.15	NA	\$ 23.10
42 yrd Compactors	\$ 236.76	\$ 89.15	NA	\$ 23.10

\*\* Disposal - 3 ton minimum

**EXHIBIT "A-3"**  
**CITY OF ALVIN**  
**SOLID WASTE SCHEDULE (-0.43% CPI, Fuel & Operating Adjustment)**  
**EFFECTIVE 10/01/2014**

Residential Sack (Garbage)	\$ 11.24	per month
Residential Heavy Trash/Brush	\$ 0.77	per month
Curb Side Recycle	\$ 0.30	per month
(1) 95 Gallon Cart (1 time/week)	\$ 19.36	per month
(1) 95 Gallon Cart (2 times/week)	\$ 23.39	per month
(2) 95 Gallon Cart (1 times/week)	\$ 12.36	per month

**COMMERCIAL RATE SCHEDULE**

CONTAINER SIZE	Lifts Per Week						
	1	2	3	4	5	6	Extra-Lifts
2 Cubic Yd	\$ 58.33	\$ 86.63	\$ 104.08	\$ 129.85			\$ 39.71
3 Cubic Yd	\$ 71.57	\$ 111.24	\$ 153.07	\$ 192.32			\$ 39.91
4 Cubic Yd	\$ 83.63	\$ 130.16	\$ 176.73	\$ 224.52			\$ 48.19
6 Cubic Yd	\$ 104.77	\$ 175.40	\$ 224.93	\$ 299.98	\$ 374.92	\$ 449.95	\$ 72.28
8 Cubic Yd	\$ 126.61	\$ 222.53	\$ 304.63	\$ 411.27	\$ 510.23	\$ 614.31	\$ 96.38
8 Cubic Yd Com	\$ 199.45	\$ 398.89	\$ 598.34	\$ 797.77	\$ 997.22	\$ 1,196.66	\$ -

**ROLL OFF CONTAINERS**

Haul Rates	Haul	Delivery	Rental	Disposal/ Ton **
20 yard	\$ 187.46	\$ 90.21	\$ 3.02	\$ 23.38
30 yard	\$ 187.46	\$ 90.21	\$ 3.02	\$ 23.38
40 yard	\$ 187.46	\$ 90.21	\$ 3.02	\$ 23.38
28 yrd Compactors	\$ 239.58	\$ 90.21	NA	\$ 23.38
30 yrd Compactors	\$ 239.58	\$ 90.21	NA	\$ 23.38
35 yrd Compactors	\$ 239.58	\$ 90.21	NA	\$ 23.38
40 yrd Compactors	\$ 239.58	\$ 90.21	NA	\$ 23.38
42 yrd Compactors	\$ 239.58	\$ 90.21	NA	\$ 23.38

\*\* Disposal - 3 ton minimum

**CITY OF ALVIN RECYCLE REBATE IMPACT  
EXHIBIT B**

<b>Month</b>	<b>Avg Tons</b>	<b>Rebate/Ton</b>	<b>Rebate Amount</b>	<b>Alvin Donation</b>	<b>Alvin Impact</b>
May '11*	40.18	\$ 39.51	\$ 1,587.51	\$ (1,000.00)	\$ 587.51
May '12*	40.18	\$ 21.02	\$ 844.58	\$ (1,000.00)	\$ (155.42)
May '13*	40.18	\$ 29.06	\$ 1,167.63	\$ (1,000.00)	\$ 167.63
May '14	45.1592	\$ 10.55	\$ 476.44	\$ (1,000.00)	\$ (523.56)
June '14	43.5233	\$ 9.92	\$ 428.90	\$ (1,000.00)	\$ (571.10)
July '14	41.0229	\$ 9.38	\$ 384.80	\$ (1,000.00)	\$ (615.20)
Aug '14	43.2535	\$ 9.70	\$ 419.56	\$ (1,000.00)	\$ (580.44)
Sept '14	29.0149	\$ 9.20	\$ 266.93	\$ (1,000.00)	\$ (733.07)
Oct '14	44.8514	\$ 9.83	\$ 440.90	\$ (1,000.00)	\$ (559.11)
Nov '14	37.5212	\$ 10.91	\$ 409.36	\$ (1,000.00)	\$ (590.64)
Dec '14	51.1195	\$ 10.78	\$ 551.07	\$ (1,000.00)	\$ (448.93)
Jan '15	52.1474	\$ 6.89	\$ 359.30	\$ (1,000.00)	\$ (640.70)
Feb '15	39.7119	\$ 6.89	\$ 273.62	\$ (1,000.00)	\$ (726.38)
Mar '15	34.6237	\$ 6.89	\$ 238.56	\$ (1,000.00)	\$ (761.44)
April '15	34.7662	\$ 3.42	\$ 118.91	\$ (1,000.00)	\$ (881.09)
May '15	25.72	\$ -	\$ -	\$ (1,000.00)	\$ (1,000.00)

***Assuming 19% of tonnage collected belongs to Alvin based on MSW Calculation***

*Extrapolated 19% of this Rebate on Alvin*

*\* Average Tons for '11, '12, & '13 are an estimate of 2015 Data*

## EXHIBIT C



### **WASTE MANAGEMENT**

9821 Katy Frwy, Suite 700  
Houston, TX 77024  
(713) 647-5459  
(713) 647-5466 Fax

March 29, 2015

Mr. John Gustafson  
IESI TX Corporation  
2301 Eagle Parkway, Suite 200  
Fort Worth, Texas 76177

***Subject: Coastal Plains Landfill***

Dear John:

Effective April 1, 2015, Waste Management increased the disposal rate on all volume delivered under the Solid Waste Agreement. This letter will serve as notice that Waste Management will be implementing a price increase for services charged to IESI TX in accordance with the provisions of the Solid Waste Disposal Agreement effective April 1, 2012. As detailed in Exhibit "C" for the beginning Base Rates and Article 5, Section 5.1 and 5.2 under the Agreement, the Year 4 disposal rates will be in effect. The effective disposal rate changes are as follows:

### **Rate Adjustment: 2%**

*\*The disposal rate increase above includes all fees and surcharges. The disposal rate changes above do not include any other waste including special waste or special handling waste not included under the agreement.*

All other terms and conditions of the agreement including amendments remain in full force and effect. Should you have any questions, please do not hesitate to contact me at 713-647-5459.

Waste Management of Texas, Inc.

***Mike Thompson***

Sr. Manager, Third Party Landfill Revenue  
Texas/Oklahoma Market Area (TEXOMA)

*From everyday collection to environmental protection, Think Green. Think Waste Management.*

# Monthly Alvin Impact

**Landfill Impact**

**+**

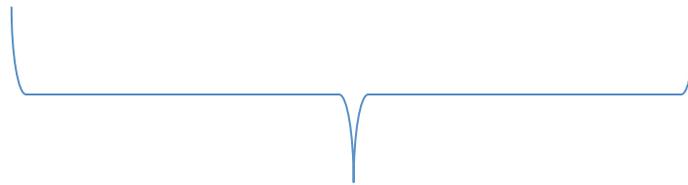
**Recycle Impact**

+2% increase

Monthly Rebate

-\$1,142.95

-\$1,000.00



-\$2,142.95

1.17%

**=**

**Total  
Alvin Impact**

**ADDENDUM NO. 11 TO CITY OF ALVIN  
CONTRACT FOR REFUSE COLLECTION  
AND DISPOSAL SERVICES**

**THIS ELEVENTH ADDENDUM** (“Addendum No. 11”) is entered into this 19<sup>th</sup> day of February, 2015, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the “City”) and Progressive Waste Solutions of TX, Inc., (the “Contractor”), the Parties to this Agreement.

**WHEREAS**, the City and the Contractor entered into a Contract for Refuse Collection and Disposal Services on or about August 18, 2005 (the “Original Agreement”);

**WHEREAS**, the City and the Contractor entered into an Addendum No. 1 on or about September 12, 2006 (the “First Addendum”);

**WHEREAS**, the City and the Contractor entered into an Addendum No. 2 on or about March 15, 2007 (the “Second Addendum”);

**WHEREAS**, the City and the Contractor entered into an Addendum No. 3 on or about September 20, 2007 (the “Third Addendum”);

**WHEREAS**, the City and the Contractor entered into an Addendum No. 4 on or about July 21, 2008 (the “Fourth Addendum”);

**WHEREAS**, the City and the Contractor entered into an Addendum No. 5 on or about September 18, 2009 (the “Fifth Addendum”);

**WHEREAS**, the City and the Contractor entered into an Addendum No. 6 on or about September 2, 2010 (The “Sixth Addendum”);

**WHEREAS**, the City and the Contractor entered into an Addendum No. 7 on or about September 1, 2011 (the “Seventh Addendum”);

**WHEREAS**, the City and the Contractor entered into an Addendum No. 8 on or about August 16, 2012 (the “Eighth Addendum”);

**WHEREAS**, the City and the Contractor entered into an Addendum No. 9 on or about August 15, 2013 (the “Ninth Addendum”);

**WHEREAS**, the City and the Contractor entered into an Addendum No. 10 on or about August 21, 2014 (the “Tenth Addendum”);

**WHEREAS**, the Original Agreement, and the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, and Tenth Addendums to the Original Agreement are hereby collectively referred to as the “Agreement”;

**WHEREAS**, the City and the Contractor desire to add a section (iv) titled “Unbundled Brush” to Section 9(d)(3), providing for collection of unbundled brush; and

**WHEREAS**, additionally, the City and the Contractor desire to amend Section 9(d)(5) deleting one of the two community wide clean-up events.

**WITNESSETH:**

**NOW, THEREFORE**, and in consideration of the mutual covenants and promises contained herein, City and Contractor hereby agree as follows:

**I.**

The Contract is amended by adding Addendum No. 11 to the Contract which contains the following provisions:

1. Residential. - Section 9(d)(3) is amended by adding the following section:

(iv) Unbundled Brush. The Contractor will collect unbundled brush using their bulk truck in addition to the pickups listed in Section 9(d)(3)(iii). This unbundled brush collection service will be provided once a year for all residents with a defined period of approximately five (5) weeks for the entire city, generally starting the week after Spring break. Residents will be required to contact Progressive Waste Solutions of Texas to schedule this service. There will be no additional charge(s) or fee(s) to the City or residents for this service. Unbundled brush cannot exceed six (6) cubic yards in total volume.

2. Annual Clean-up. Section 9(d)(5) is amended as follows:

The Contractor will provide roll-off containers once a year for a spring community wide clean-up event. This service shall be provided at no cost to the City.

**III.**

Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Contract and Addendum No. 11, the provisions of Addendum No. 11 shall control. Addendum No. 11 may only be amended, modified or supplemented by written agreement and signed by all the parties

The Agreement and the 11th Addendum represent the entire agreement among the parties with respect to the matters that are the subject hereof.

IN WITNESS WHEREOF, the parties have made and executed Addendum No. 11 to the Contract for Refuse Collection and Disposal Services in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

**CONTRACTOR:**

Progressive Waste Solutions of Texas, Inc.

By: *Jimmy McArthur*  
Name: \_\_\_\_\_  
Title: *District Manager*

**CITY:**

City of Alvin, Texas

By: *Paul A. Horn*  
Paul A. Horn  
Mayor

**ATTEST/SEAL**

By: *Dixie Roberts*  
Dixie Roberts  
City Clerk

**APPROVED AS TO FORM:**

By: *Bobbi Kacz*  
Bobbi Kacz  
City Attorney

**ADDENDUM NO. 10 TO CITY OF ALVIN  
CONTRACT FOR REFUSE COLLECTION AND DISPOSAL SERVICES  
(with attached Exhibit "A")**

This Agreement ("Addendum No. 10") is made on this the 21st day of August, 2014 by and between the CITY OF ALVIN, TEXAS, a home-rule city of the State of Texas (the "City") and Progressive Waste Solutions of TX, Inc., (the "Contractor").

**WHEREAS**, the City and the Contractor entered into a Contract for Refuse Collection and Disposal Services on or about August 18, 2005 (the "Original Agreement");

**WHEREAS**, the City and the Contractor entered into an Addendum No. 1 on or about September 12, 2006 (the "First Addendum");

**WHEREAS**, the City and the Contractor entered into an Addendum No. 2 on or about March 15, 2007 (the "Second Addendum");

**WHEREAS**, the City and the Contractor entered into an Addendum No. 3 on or about September 20, 2007 (the "Third Addendum");

**WHEREAS**, the City and the Contractor entered into an Addendum No. 4 on or about July 21, 2008 (the "Fourth Addendum");

**WHEREAS**, the City and the Contractor entered into an Addendum No. 5 on or about September 18, 2009 (the "Fifth Addendum");

**WHEREAS**, the City and the Contractor entered into an Addendum No. 6 on or about September 2, 2010 (The "Sixth Addendum");

**WHEREAS**, the City and the Contractor entered into an Addendum No. 7 on or about September 1, 2011 (the "Seventh Addendum");

**WHEREAS**, the City and the Contractor entered into an Addendum No. 8 on or about August 16, 2012 (the "Eighth Addendum");

**WHEREAS**, the City and the Contractor entered into an Addendum No. 9 on or about August 15, 2013 (the "Ninth Addendum");

**WHEREAS**, the Original Agreement, the First Addendum, the Second Addendum, the Third Addendum, the Fourth Addendum, the Fifth Addendum, the Sixth Addendum, the Seventh Addendum, the Eighth Addendum, and the Ninth Addendum to the Original Agreement are hereby collectively referred to as the "Agreement"; and

**WHEREAS**, the City and the Contractor desire to amend the Contract to provide for an increase in service rates to Contractor due to an increase in CPI-U (revised Consumer Price

Index Rate for All Urban Consumers for the Houston-Galveston-Brazoria, TX area) and fuel rate increase, as shown in Exhibit "A";

**WITNESSETH:**

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises contained herein, the City and the Contractor hereby agree as follows:

**I.**

The Contract is amended by adding Addendum No. 10 with Exhibits "A" and "B" to the Contract pursuant to Section 11, Compensation to Contractor, subsections (a) Rates, (b) CPI-U Adjustment, (c) Operating Cost Adjustment and (d) Landfill Cost Adjustment.

Commencing October 1, 2014, the rates charged to the City for the services provided by the Contractor shall be those rates as outlined in Exhibits "A" and "B", attached hereto.

**II.**

Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Contract and Addendum No. 10, the provisions of Addendum No. 10 shall control. Addendum No. 10 may only be amended, modified or supplemented by written agreement and signed by all the parties.

**IN WITNESS WHEREOF**, the parties have made and executed Addendum No. 10 to the Contract for Refuse Collection and Disposal Services in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

**CONTRACTOR:**  
PROGRESSIVE WASTE SOLUTIONS  
OF TX, Inc.

**CITY:**  
CITY OF ALVIN, TEXAS

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

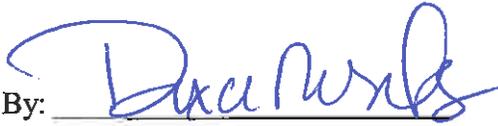
Name:  
Title:

  
Name: **John J. Anderson**  
Title: **VICE PRESIDENT**

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

  
Name: **Paul A. Horn**  
Title: **Mayor**

ATTEST/SEAL

By:   
Dixie Roberts  
City Clerk

APPROVED AS TO FORM:

By:   
Bobbi Kacz  
City Attorney



Thursday, July 17, 2014

Mr. Junru Roland, Interim Alvin City Manager

216 West Sealy  
Alvin, TX 77511

RE: Annual CPI and Operating Cost Adjustment Request

Dear Mr. Junru:

Another year has come and gone and the relationship that is shared between Progressive Waste Solutions and the City of Alvin remains strong. We would like to sincerely thank you for the great opportunity we have had to serve the citizens and community of Alvin. We enjoy and appreciate the relationship between Progressive Waste Solutions and the city of Alvin and look forward to serving this city for many years to come.

Pursuant to our contract regarding an annual CPI-U cost adjustment; attached are the most recent Houston/Galveston/ Brazoria area CPI-U information. This CPI-U reflects an increase of 2.8% (Exhibit B) year over year.

We also request that this CPI adjustment apply to the small commercial hand pick and the commercial customers effective October 1, 2014. These increases are shown on the attached rate schedule.

In addition, effective April 1, 2014 Progressive Waste Solutions' cost of operations increased as a result of an increase in the weekly average price of the fuel (Exhibit A), per Section 10, paragraph A. The rate adjustment of .714% would apply to all services. Therefore, the total adjustment for contract year 2014 would be 3.514% on all established residential and commercial rates.

Thank you for allowing Progressive Waste Solutions to provide the residents of the City of Alvin residential, recycling, and commercial solid waste services. If you have any questions please feel free to call me at 281-331-0810.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Costello", enclosed within a large, loopy oval scribble.

Mike Costello

District Manger

Attachments

EXHIBIT A

CITY OF ALVIN

New Rates Effective October 2014

Rates & Fees:

CPI 2.800%  
 Fuel 0.714%  
 Total PI on 2013 Base 3.514%

Residential Curbside & Recycling Collection: (Billed thru City)

\$12.44

Commercial Carts One cart 1x per week  
 One cart 2x per week

\$19.57

\$23.65

Special Pickup

Brush and Bulky items Per yard

\$12.50

Commercial FEL Container Svc Per Week:

(Billed monthly thru Tower to individual customer - Billed on 1st of every mo. For current month's services - Bill Cycle A2)

BASE RATES	1	2	3	4	5	6	Each xpu
2 Cubic Yards	\$ 58.99	\$ 87.60	\$ 105.26	\$ 131.32			\$ 40.15
3 Cubic Yards	\$ 72.39	\$ 112.50	\$ 154.79	\$ 194.49			\$ 40.36
4 Cubic Yards	\$ 84.57	\$ 131.63	\$ 178.73	\$ 227.05			\$ 48.73
6 Cubic Yards	\$ 105.95	\$ 177.38	\$ 227.47	\$ 303.38	\$ 379.16	\$ 455.04	\$ 73.09
8 Cubic Yards	\$ 128.05	\$ 225.04	\$ 308.08	\$ 415.92	\$ 516.00	\$ 621.24	\$ 97.47
6 Cubic Yards / Compactor	\$ 201.70	\$ 403.39	\$ 605.09	\$ 806.79	\$ 1,008.49	\$ 1,210.18	

Roll Off Containers	* Disposal Per		
	Haul	Delivery	Rental Per Day Ton
20 Yard	\$ 194.92	\$ 93.81	\$ 3.13 \$ 24.31
30 Yard	\$ 194.92	\$ 93.81	\$ 3.13 \$ 24.31
40 Yard	\$ 194.92	\$ 93.81	\$ 3.13 \$ 24.31
28 Yard Compactor	\$ 249.12		\$ 24.31
30 Yard Compactor	\$ 249.12		\$ 24.31
35 Yard Compactor	\$ 249.12		\$ 24.31
40 Yard Compactor	\$ 249.12		\$ 24.31
42 Yard Compactor	\$ 249.12		\$ 24.31

\* 3 ton Minimum

**EXHIBIT "B"**  
**CITY OF ALVIN**  
**SOLID WASTE SCHEDULE (with 2.8% CPI)**  
**EFFECTIVE 10/01/2014**

Residential Sack (Garbage)	\$ 11.29 per month
Residential Heavy Trash/Brush	\$ 0.77 per month
Curb Side Recycle	\$ 0.30 per month
(1) 95 Gallon Cart (1 time/week)	\$ 19.44 per month
(1) 95 Gallon Cart (2 times/week)	\$ 23.49 per month
Limb & Brush	\$ 12.41 per cubic yard

**COMMERCIAL RATE SCHEDULE**

CONTAINER SIZE	Lifts Per Week						Extra Lifts
	1	2	3	4	5	6	
2 Cubic Yd	\$ 58.58	\$ 87.00	\$ 104.53	\$ 130.41			\$ 39.88
3 Cubic Yd	\$ 71.88	\$ 111.72	\$ 153.73	\$ 193.15			\$ 40.08
4 Cubic Yd	\$ 83.99	\$ 130.72	\$ 177.49	\$ 225.49			\$ 48.40
6 Cubic Yd	\$ 105.22	\$ 176.16	\$ 225.90	\$ 301.28	\$ 376.54	\$ 451.89	\$ 72.59
8 Cubic Yd	\$ 127.16	\$ 223.49	\$ 305.95	\$ 413.05	\$ 512.43	\$ 616.96	\$ 96.80
8 Cubic Yd Comp	\$ 200.31	\$ 400.61	\$ 600.92	\$ 801.22	\$ 1,001.53	\$ 1,201.83	

**ROLL OFF CONTAINERS**

Haul Rates	Haul	Delivery	Rental Daily	Disposal/ Ton **
20 yard	\$ 188.27	\$ 90.60	\$ 3.03	\$ 23.48
30 yard	\$ 188.27	\$ 90.60	\$ 3.03	\$ 23.48
40 yard	\$ 188.27	\$ 90.60	\$ 3.03	\$ 23.48
28 yrd Compactors	\$ 240.61	\$ 90.60	NA	\$ 23.48
30 yrd Compactors	\$ 240.61	\$ 90.60	NA	\$ 23.48
35 yrd Compactors	\$ 240.61	\$ 90.60	NA	\$ 23.48
40 yrd Compactors	\$ 240.61	\$ 90.60	NA	\$ 23.48
42 yrd Compactors	\$ 240.61	\$ 90.60	NA	\$ 23.48

\*\* Disposal - 3 ton minimum



# AGENDA COMMENTARY

**Meeting Date:** 8/20/2015

**Department:** Parks & Recreation

**Contact:** Dan Kelinske, Parks & Rec Director

**Agenda Item:** Consider ratifying an emergency expenditure in the amount of \$33,521.00 for the replacement of two split air conditioning systems at City Hall with Clear the Air; and authorize the City Manager's action.

**Type of Item:**  Ordinance 1<sup>st</sup> Reading  Ordinance 2<sup>nd</sup> Reading  Resolution  Public Hearing  Discussion & Direction

**Summary:** The City Manager has authorized an emergency expenditure of \$33,521 for the replacement of two split systems, one 10 ton and one 6 ton unit. Failure of the compressor on the 10 ton unit was the result of a prolonged and unrepairable freon/oil leak located in the air handler in this system. This air handler cannot be removed without removing the 6 ton air handler, of approximately the same age. Staff's recommendation was to purchase a new unit with complementing condensing unit instead of re-installing the old 6 ton unit. The immediate area affected is the council chambers and all adjacent office space. This expense has already been processed as an emergency expenditure and Council is now requested to ratify such act by the City Manager.

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

**Budgeted Item:** Yes  No  N/A

**Account Number:** 111-2504-00-4150 Amount \$33,521.00

**Legal Review Required:** N/A  Required  Date Completed 8/12/2015

**Supporting documents attached:**

- Proposal from Clear the Air

**Recommendation:** Move to ratify the emergency expenditure in the amount of \$33,521.00 for the replacement of two split air conditioning systems at City Hall with Clear the Air and authorize the City Manager's action.

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

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



**CLEAR *the* AIR**  
COOLING & HEATING

**(281) 482-1308 ♦ Fax: (832) 482-0900**

4051 FM 528 Alvin, Texas 77511

[www.cleartheairac.com](http://www.cleartheairac.com)

## Commercial HVAC Quote

### Date:

Tuesday, August 04, 2015

### Prepared For:

**Name:** City Of Alvin  
**Contact:** Dan Kelinski  
**Location:** City Hall  
**Billing Address:** 0  
**Phone Number(s):** 281-388-4290

Option #1

We the firm of Clear the Air LLC propose to furnish, install, and service under warranty, heating & air conditioning equipment in accordance with the following

**Equipment & Services:**

Install 1-6 ton, 1-10 ton Trane Performance Climate Changer Air handlers with matching condensing condensing units.

Air handlers are Trane UCCA models with:

\* verticle housed fan W/top back discharge \*FC fan with variable sheave

\* 230 volt 3 Ph \*Stainless steel drain pan

\*Aluminum fins, galvanized coil casing \* 2" Merv 8 filters

\*Hydronic reheat coil

Condensers are TTA models with:

\*single compressor \*208-230 volt 3 ph

\*Hail/Vandal guard \*Fan control relay

\*Low ambient switch \*Spring isolators

Included with install we will replace all drain lines, repipe to existing hot water system.

Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

**Warranty:**

Labor: 1 Year

Parts:

Compressor(s):

Coil(s):

Heat Exhanger(s):

**Your Proposed Investment:**

**\$33,521**

Proposed Amount Excludes Sales Tax of 7.75%

*If you are tax exempt, please provide us with your tax exemption certificate.*

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

## INCLUDED IN EVERY INSTALLATION

- ✓ All Labor
- ✓ Obtain permits (where required)
- ✓ Recovery & disposal of refrigerant according to EPA guidelines.
- ✓ Remove existing equipment from premises
- ✓ Startup & Check entire system for safety and efficiency after installation

## YOUR ASSURANCE OF QUALITY & OUR GUARANTEES

*You are the only reason for our existence as a company. Our commitment to quality and total customer satisfaction is never an option.*

- ✓ Installers will take all necessary precautions to protect customer's property, such as lawn, shrubbery, carpeting, walls and door frames. We will cover all floors and wear shoe covers.
- ✓ Work is performed by NATE & NCI certified technicians.

## WARRANTY & SERVICE

*(Warranties do not include preventive maintenance.  
Yearly Maintenance is required by manufacturers annually to keep warranties valid)*

- ◆ After installation, our qualified representative will start, test, and provide instructions on the use of the equipment.
- ◆ **Clear the Air will warranty for a period of one year from the date of installation that materials and labor furnished by us will be free from defects.**
- ◆ **After the first year, the equipment manufacturers warranty will be for a period of:** 5 Years
- ◆ The warranties and liabilities set forth above are in lieu of all other warranties and liabilities,
- ◆ Warranty service does not include routine maintenance; such as, but not limited to, filter or

## RESPONSIBILITY

*(The following responsibilities will be assumed by the property owner unless noted otherwise)*

Major plumbing upgrades requiring a licensed and insured master plumber  
Major electrical upgrades requiring a licensed and insured master electrician  
Drywall/Sheetrock/Carpentry - cutting & repair, patching, floating, painting

## TERMS

Clear the Air LLC ("the company") guarantees that all materials are to be as specified. All work is to be completed in a workmanlike manner according to standard industry practices. Any alteration of deviation from contracted specifications will be executed only upon written orders, and will become an extra charge over and above the contracted price. This contract, its price and performance are all subject to delays or inability to perform caused by or resulting from labor scarcities, strike, either on the work done on this contract or any other work affecting the same, directly or indirectly, lockouts, accidents, fire, floods, breakdowns, war, riot, rebellion, or any other Government agency, judicial authority, acts of God, or any other causes or reasons beyond the seller's control. Delays caused by such events or reasons do not constitute abandonment and are not included in calculating time frames for payment or performance. Even if specified in writing, the start date and completion date of a job may not be guaranteed, as a result of the aforementioned events. The company shall not be held liable for any damages due to the failure to start the job or complete the job by a specified date. In addition, the company's failure to start or complete the job on a specified date does not void the contract.

Due to continuing variations in labor and material costs, this proposal is canceled if not approved within 14 days. In addition, we reserve the right to cancel the accepted contract in the event that we are prevented from commencing work within 30 days of the proposal date either by the customer's actions, by failure of our suppliers to furnish us with the equipment and materials on your contract, or by the failure of any utility or Government entity.

### NOTICE TO OWNER

Under the Texas Mechanics' and Material men's Lien Law any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property, but is not paid for his or her work supplies, has right to enforce a claim against your property. A Lien may be placed on your property if any person furnishing material or labor executes a written contract that sets forth the term of the agreements. This means that after a court hearing, your property could be sold by a court officer and the proceeds used to satisfy indebtedness.

### TERMS AND CONDITIONS

#### RESPONSIBILITIES OF CUSTOMER

Customer agrees to hold the company harmless for the discovery of any of the following defective conditions:

- |                                   |                                |   |
|-----------------------------------|--------------------------------|---|
| 1. Improper or faulty HVAC System | 4. Refrigerant leaks           | 7. Lack of maintenance                  |
| 2. Rusted or defective equipment  | 5. Existing illegal conditions | 8. Failing to address existing problems |
| 3. Blockage of the drain system   | 6. Defective roofing           | addressed by our technician(s)          |

Customer is required at his expense to do all work and other acts to meet all conditions necessary to allow our company to complete the work as provided in this agreement. Maintenance must be performed by a licensed contractor. Documentation of maintenance is required. Any alteration or deviation from the proposed specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. Financing information is valid only after approval by the listed finance company or agency. All financing rates (APRs) and payments are approximations and may not be exact. Painting, drywall repair and carpentry work are not included in the proposal unless otherwise specified in writing. Major electrical & plumbing must be done by a licensed contractor & is the responsibility of the customer unless otherwise specified in writing.

#### RESPONSIBILITIES OF COMPANY CONDITIONS AND LIMITATIONS

Company shall do all work in a good workmanlike manner. Company is not responsible for any existing illegal conditions.

#### LIMITED WARRANTY

Company warrantees its work to be free from defects in material and workmanship for the warranty period for three hundred sixty five days (365) days from completion unless otherwise stated in writing on the face hereof. All drain stoppages are warranted for a period of thirty (30) days from the completion unless otherwise stated in writing on the face hereof. All warranties are void if payment is not made when due. Warranties extend to the customer and are transferable. If a defect in materials or workmanship covered by this warranty occurs. Company will, with reasonable promptness during normal working hours (8am-5pm m-f), remedy the defect. In no event shall Company be held liable for water damage caused by a delay in remedying a defect. The limited warranty does not cover damage by misuse, accidents, high winds, fire, acts of God, or lack of periodic maintenance. All maintenance must be performed by a licensed contractor at least 2 times annually. Documentation of maintenance is required. All warranties or guarantees provided by the company shall be invalid if any other person or company works on or services the equipment. All warranty calls will have appropriate fees due on completion. Call our office for current service call pricing.

EXCLUSIONS AND LIMITATIONS: CUSTOMERS RIGHT TO REPAIR AND REPLACEMENT ARE THE EXCLUSIVE REMEDIES AND COMPANY SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE MATERIALS PROVIDED FOR IN THE CONTRACT.

Company is not responsible for the following, which are excluded from the coverage of this limited warranty: 1. Defective conditions listed under the above "Responsibilities of Customer" 2. Work performed by or materials installed by others not in this agreement. 3. Defects and failure from mistreatment or neglect. Company is not responsible for any existing illegal conditions at property.

This limited warranty is the only express warranty the company gives. IMPLIED WARRANTIES, including but not limited to warranties of merchantability and fitness for a particular purpose, are limited to duration of three hundred sixty five days (365) days from the date completion.

#### ENTIRE AGREEMENT

This is the entire agreement. The parties are not bound by any oral expression or representation by a commitment or arrangement not set forth herein. The Agreement binds jointly and several all signing Customers their heirs, representatives, successors, and assigns. Company will not provide an itemized break down of materials and labor for flat rate prices work. However, Company will provide an itemized list of all materials used to perform the necessary repair upon request.





# AGENDA COMMENTARY

**Meeting Date:** 8/20/2015

**Department:** Finance

**Contact:** Junru Roland, CFO

**Agenda Item:** Consider bid award to Wells Fargo Bank for depository and banking services to begin January 1, 2016 and extend through December 31, 2018 with two possible one-year extensions; and authorize City Manager to sign the contract upon legal review.

**Type of Item:**  Ordinance 1<sup>st</sup> Reading  Ordinance 2<sup>nd</sup> Reading  Resolution  Public Hearing  Discussion & Direction

**Summary:** Per Article VII Section 18 of the City Charter, at minimum, City Council will select a city depository (ies) every four years by competitive bid.

To assure a close working relationship with staff and to facilitate services, only depository institutions with full depository service capabilities within 10 miles of Alvin City Hall were “qualified” to propose -- with preference given to those banks with facilities within the geographic boundaries of the City of Alvin. On July 28, 2015, the City received two proposals: Wells Fargo (Alvin, TX); and Frost Bank [Pearland, TX (10+ miles from City Hall)]. Wells Fargo is the City’s current depository and has provided exceptional service to the City of Alvin. The current contract with Wells Fargo expires December 31, 2015. As a result, staff recommends that City Council award the bid to Wells Fargo Bank.

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

**Budgeted Item:** Yes  No  N/A

**Account Number:** \_\_\_\_\_ **Amount** \_\_\_\_\_

**Legal Review Required:** N/A  Required  **Date Completed** 8/12/2015

**Supporting documents attached:**

- Wells Fargo Responses to Request for Proposal

**Recommendation:** Move to approve a bid award to Wells Fargo Bank for depository and banking services to begin January 1, 2016 and extend through December 31, 2018 with two possible one-year extensions; and authorize City Manager to sign upon legal review.

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

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

## V. Required banking services

### 1. Account structure

**Under this contract the City anticipates utilizing the same account structure with a master ZBA and one subsidiary ZBA account. When a sweep is feasible the master would be swept daily to an SEC registered government money market mutual fund striving to maintain a \$1 NAV.**

#### a. Describe the bank's ability to provide a ZBA structure.

##### Account structure

You'll have a master depository account, and multiple ZBA accounts (one per location or state) that are funded automatically from the master account, provided sufficient funds are available.

##### Funds flow

Funds will move from the master account into each ZBA account to cover disbursements on a daily basis. Funds will also move from the ZBA accounts and concentrate into the master on a daily basis. If your office or locations use accounts for both collection and disbursement purposes, net transfers will be made daily between your master and ZBA accounts to bring all ZBA account balances to zero.

##### Reporting

We'll post each deposit — by posting date — directly to the deposit account. You'll have access to transaction information for all accounts online, and on your bank statement.

#### b. Can the bank provide a sweep to a money market fund? Is the sweep from the master account or can it be swept directly from individual accounts.

Yes. Our Money Market Mutual Fund Option automatically sweeps excess collected balances into a Wells Fargo Advantage Funds® money market mutual fund investment. Funds stay invested until you need them, and you generate earnings without sacrificing access to your cash.

When you set up this option, you'll choose a checking account target balance. At the end of each day, if your account balance is above the target, we automatically sweep the excess into an FDIC insured omnibus account.

At the beginning of the next business day, we transfer the funds to the money market mutual fund custodian, where they are invested in a non-FDIC insured, non-bank guaranteed money market mutual fund.

**Note:** This is just a summary. For complete information, please see the Wells Fargo *Stagecoach Sweep Service Description* and the current prospectus for the *Wells Fargo Advantage Funds*. Wells Fargo Funds Management, LLC, a wholly owned subsidiary of Wells Fargo & Company, provides investment advisory and administrative services for *Wells Fargo Advantage Funds*. Other affiliates of Wells Fargo & Company provide sub-advisory and other services for the Funds. The Funds are distributed by Wells Fargo Funds Distributor, LLC, Member NASD/SIPC, and affiliate of Wells Fargo & Company. Your investment in a money market mutual fund will be pooled with funds belonging to other

investors in an omnibus investment account in the name of Wells Fargo as agent on behalf of all its customers invested in the money market mutual fund. An investment in a money market mutual fund is not insured by the Federal Deposit Insurance Corporation or any other government agency. Although the mutual funds seek to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a money market mutual fund. In addition, mutual funds are not guaranteed by Wells Fargo and may lose value. For more information regarding the money market mutual fund investment sweep option, obtain a current prospectus for the money market mutual fund by visiting [www.wellsfargoadvantagefunds.com](http://www.wellsfargoadvantagefunds.com), by calling 800-260-5969, or by contacting your Wells Fargo relationship manager. Consider the investment objectives, risks, charges, and expenses of the investment carefully before investing. This information can be found in a current prospectus. Please read it carefully before investing.

NOT FDIC INSURED · NO BANK GUARANTEE · MAY LOSE VALUE

**c. Is the bank proposing a non-ZBA or sweep structure especially with the rates historically low? Describe.**

Due to our current sweep rate environment, we recommend our ECR. ECR is set internally on a monthly basis at our discretion and may be adjusted during the month to react to market changes.

The ECR is calculated after evaluating a combination of factors, including the 91-Day Treasury Bill rate, the Fed Funds rate, sweep rates, and other market indicators.

Wells Fargo calculates your earnings credit on 100% of your average daily positive collected balances (average positive collected balance). We do not deduct a reserve requirement prior to calculating the ECR. Earnings credit is calculated using the following formula:

$(\text{average positive collected balance}) \times (\text{number of calendar days in the month}) \times (\text{ECR}) \div \text{actual number of days in the year}$

**d. In a sweep, will sweep activity be reported on a daily transaction basis or only on a monthly basis?**

The City will have access to our Sweep Account Position report through our previous day reporting. You will also receive a monthly sweep activity report in a separate statement from your checking account statement.

**e. Will interest from the sweeps be applied at the master or account level?**

With our cash management feature, at the end of each business day we consolidate excess funds across all accounts you have designated, and then transfer those funds to your investment option. The next morning, we sweep your balances back to each account level.

**f. Are funds swept at end of day or next day? If next day, how are funds collateralized overnight – especially when balances are being swept to zero?**

Our Money Market Mutual Funds Option automatically sweeps your excess collected balances into an omnibus account for the specific money market mutual fund you select. Funds stay invested until you need them, allowing you to generate additional earnings without sacrificing access to your cash.

### Automated investment

You select a target balance (can be zero) that you want to maintain in your checking account at all times. Excess collected balances above your target balance are automatically swept every business day.

### Next day sweep

The Money Market Mutual Funds Option is a next day sweep. During redemption, funds are available to use the same day even though the funds are not redeemed from the investment until the following day.

### Sweep timing

At the end of each business day, excess collected funds are transferred from your checking account to an omnibus account for the money market mutual fund you have selected. Money market mutual fund shares are purchased at 10:00 a.m. CT the next morning.

If, at the end of the day, your checking account falls below your target balance, funds are credited to your business checking account and money market mutual fund shares are redeemed at 10:00 a.m. CT the next morning.

### Automated redemption

When your checking account falls below your target balance, funds invested in the sweep are redeemed automatically and available for your use at the beginning of the business day.

### Return of principal and interest

Funds invested in the sweep remain invested in the sweep until your checking account drops below your target balance.

### Redemption allocation

Dividends are paid on a monthly basis and can be automatically credited to your checking account or reinvested into the money market mutual fund. Principal and dividends cannot be paid to a different account from which the principal was debited.

- g. Provide the prospectus for the offered fund if proposing a sweep for use during the contract. A AAA-rated, SEC registered government fund should be utilized for the sweep and it must strive to maintain a \$1 NAV.**

Please find our Money Market Mutual Funds prospectus under Tab B in the Appendix section of our response.

- h. For interest bearing and money market accounts indicate any index/basis used to set the rate on the account.**

Wells Fargo sets our rates internally. Rates are not based off an index/basis.

The Money Market Mutual Funds Option earns a daily compounded dividend based on the fund's rate and the sweep investment balance.

NOT FDIC INSURED · NO BANK GUARANTEE · MAY LOSE VALUE

**i. Will FDIC fees be charged to the account? On the analysis?**

Yes. Wells Fargo charges a recoupment fee to partially recover deposit insurance premiums that we pay to the Federal Deposit Insurance Corporation (FDIC).\*

We assess the fee on a monthly basis at 0.1275 per \$1,000 of your positive average ledger balance for the month. Your account analysis statement will detail this fee as an individual charge.

\*The FDIC does not charge a bank's depositors for deposit insurance or require banks to pass the cost of deposit insurance on to their depositors.

**Neither offshore accounts nor repurchase agreements are acceptable as a sweep vehicle. The City may be required or may desire to open additional accounts or change accounts during the contract period. Any new accounts shall be charged at the same contracted amount.**

Acknowledged.

**2. Automated cash management information access**

**The City requires web-based, automated cash management services and prior day balance reporting for timely access to balance information and transactions on all accounts. It requires a high degree of automation within the various service areas.**

**Imaging of all checks and image retention is required. Imaging of deposit slips and deposit items is preferred. Preferably statements and account analyses will be available in electronic form.**

**Minimum online services should include balance reporting, stop pays, positive pay exceptions, account transfers, and wire transfers. Daily balance reporting should include detail on all transactions with summary reporting on closing ledger and collected balances along with one-day float, at a minimum.**

**a. Fully describe the bank's online service capabilities. List system capabilities (i.e. balance reporting, wires, positive pay, stop pay, etc.).**

**Online reporting**

Our Treasury Information Reporting service delivers online, customizable information reporting for all your account activity. With a single sign-on, you can view, print, or download your balances and transactions — and view check images on select reports — for review in minutes.

You can choose from a number of standard reports that provide current and previous day information, including comprehensive balance, summary, and transaction detail, as well as reports on specific transaction types.

Reports can be downloaded as needed into your accounting, treasury workstation, or spreadsheet applications. Download and viewing options vary by report, but can include BAI V2, CSV, Excel, HTML, and PDF.

#### Current day

Our current day (intraday) reporting includes the following transaction types: incoming and outgoing domestic and international wire transfer, ACH debits and credits, controlled disbursement summary and detail, remote deposits with detail, lockbox deposits with availability, lockbox detail, and cash letter deposits with availability.

Our standard storage provides access to seven calendar days of history. We also offer optional extended storage of 30, 60, or 90 calendar days.

We update current day information multiple times throughout the day. We report transactions that post, and we update current ledger and available balances, on a real-time basis; the exact times depend on the specific transaction.

#### Previous day

Our previous day reporting includes all transaction types that post to your accounts. Our standard storage provides access to seven calendar days of history. We also offer optional extended storage of 30, 60, 90, or 120 calendar days.

We update previous day information reporting by 5:30 a.m. CT each banking day.

#### Mobile

If you need to view reports while you are on the go and away from your desk, we offer a mobile service as an extension of our single sign-on portal. We designed our mobile reports specifically for viewing on the small screens of mobile devices. We extract key information from the reports, including intraday and previous day summary and detail account information, and present it to you for easy viewing.

#### Alerts

Event messaging is an optional service that complements our online information reporting service. You can receive critical information alerts by email, fax, or text message about:

- ACH received and return activity
- Controlled disbursement totals
- Incoming and outgoing wires
- Intraday balances
- Positive pay exception activity
- Returned items
- Unauthorized incoming ACH transactions

Based on your direction, we can notify you immediately, once every hour, once every two hours, once a day, or twice a day.

### Available reports

We offer a variety of online reports and statements to support your treasury management activity. The table below describes all statements and reports that are available to you through our Treasury Information Reporting service.

Intraday reports	Description
<b>ACH Origination</b>	Provides summary information by ACH company ID for ACH files that you submit for processing. It also includes detailed information on accepted or rejected transactions as well as the ACH settlement number. If you use single item settlement, you will see a settlement entry for each transaction.
<b>ACH Receive</b>	Details all ACH transactions we receive that will post to your account at the end of the current day.
<b>ACH Return/NOC (notification of change)</b>	Includes detailed information (including settlement information) by ACH company ID for all ACH returns and notifications of change (NOCs) for transactions you have originated. NOCs include corrected information and addenda records.
<b>Cash Letter Detail</b>	Details funds availability information on pre-encoded check deposits.
<b>Controlled Disbursement Detail</b>	Provides controlled disbursement transaction detail and location subtotals for each account you select.
<b>Controlled Disbursement Summary</b>	Shows a summary of the current day's presentment totals and adjustment activity.
<b>Deposit Detail</b>	Lists all electronically-made check deposits.
<b>E-Box®</b>	Allows you to review and post payments that originate through an online bill pay service.
<b>EDI Payment Detail</b>	Provides both ACH and EDI payment data in a comprehensive report format, and includes all addenda records for supported segment types as well as settlement information. You can access EDI-formatted payment and remittance information on the same day it posts to your account.
<b>Intraday Composite</b>	Provides balance, summary, and detailed transaction information, updated on a real-time basis.
<b>Intraday Position</b>	Shows an aggregated intraday cash position across all accounts you select, including total balances and total debits and credits.
<b>Intraday Return Item Detail</b>	Offers detailed information on checks that are going to be charged back to a customer's account for reasons such as nonsufficient funds or stopped payment.
<b>Lockbox Availability</b>	Lists summary-level information for lockbox deposits, including float, on an intraday basis.
<b>Lockbox Detail</b>	Provides remitter information about payments you receive within a lockbox deposit.
<b>Wire Transfer Detail</b>	Lists comprehensive current day memo-posted detail for all outgoing and incoming wires, grouped by type: book transfers, domestic wires, and international wires.

Previous day reports	Description
<b>ACH Customer Activity</b>	Includes settlement information and adjustment detail, as well as a summary of return activity. It also shows details of reversals, deletions, and rejects.
<b>Express Balance</b>	Gives you a snapshot of previous day information, including balances, transaction summaries, images for each check transaction, and transaction details for your bank accounts.
<b>Month-to-Date Balance</b>	Provides a daily summary of account balances, aggregate float, and total transactions that posted to your accounts for the month-to-date, prior month, or a specific date range.
<b>Multibank Status</b>	Identifies when all of your accounts — including non-Wells Fargo and international accounts — have previous day information available for you to review.
<b>Previous Day Composite</b>	Provides a complete view of previous day information, including balances, transaction summaries, images for each check transaction, and transaction details for your accounts.
<b>Previous Day Return Item</b>	Allows you to view details and images of returns after they are charged to your account.
<b>Sweep Account Position*</b>	Shows investment balance for the prior day, allows you to track month-to-date dividend accruals, and lets you calculate your dividends earned on the previous day, the total book value of your cash, and your investment position for the next day.
Cycle reports and statements	Description
<b>ARP Statements and Reports</b>	Includes your ARP statement and detailed transaction reporting on 14 optional reports.
<b>ARP File Posting Confirmation</b>	Shows a summary and details of your account reconciliation activity by date, including check issues, cancels, and voids, as well as stop payment requests, releases, and renewals.
<b>ARP Data Query Report</b>	Allows you to perform a query of your ARP data and download the results in CSV or Excel.
<b>DDA Cycled Statement</b>	Details checking activity the day after your statement cycle closes.

\*For Money Market Mutual Fund *Stagecoach Sweep* customers only. Investment products are not FDIC-insured, are not deposits of or guaranteed by the bank, and may lose value. Deposit and credit products are offered by Wells Fargo Bank, N.A. Member FDIC.

**b. Are all reporting processes and services web-based?**

Yes. Our online reporting service is available 24 hours a day, 7 days a week.

**c. Detail the availability of prior day and intra-day detail and summary reporting. When is prior day information available? What is included? Is intra-day information real-time or delayed? Specify.**

**Previous day**

Our previous day reporting includes all transaction types that post to your accounts and provides a complete view of previous day information, including balances, transaction summaries, images for each check transaction, and transaction details for your accounts.

We update previous day information reporting by 5:30 a.m. CT each banking day.

**Current day**

Our current day (intraday) reporting includes the following transaction types: incoming and outgoing domestic and international wire transfer, ACH debits and credits, controlled disbursement summary and detail, remote deposits with detail, lockbox deposits with availability, lockbox detail, and cash letter deposits with availability.

We update current day information multiple times throughout the day. We report transactions that post, and we update current ledger and available balances, on a real-time basis; the exact times depend on the specific transaction.

**d. Define the image and history retention features available.**

As a standard, our online information reporting service provides access to seven calendar days of history. For an additional fee, the City can choose extended storage of transaction history for 30, 60, or 90 calendar days for current day reports, and 30, 60, 90, or 120 calendar days for previous day reports. We generate statements according to the cycle you establish and statements are available for up to three cycles.

With Stops-Images-Search, you can view records of any deposits, checks, debits, credits, stop payments, or other items that post to your account. You'll see images of many of those items the same day they are processed. All data and images are available for seven years. This service also provides history inquiry by date range.

**e. Can customized reports draw across reporting modules and activities (cross functionality)? Describe and detail.**

Yes. The City has the option of customizing reports for one-time use and customizing and saving report templates for reuse.

You can use the customization options of our online reporting service so that only the data you need appears on the selected report. Specific customization options vary within each report as indicated in the following table. Options include:

Option	Description
<b>Report format</b>	Select to view the report in HTML or PDF or download the report in BAI V2, CSV, or Excel. Not all format options are available for all reports.
<b>Data columns</b>	Reorder columns of data on reports that offer this feature when you view and download reports in CSV and Excel formats.
<b>Accounts</b>	Select which accounts you want to view.
<b>Currency</b>	Filter your report by the three-digit currency code on reports that offer this feature.
<b>Relative date or date range</b>	Specify a date or range of dates for previous day and intraday reports.
<b>Time range filter</b>	View transactions on your intraday reports that posted since the last time you retrieved the report.
<b>Balances, Summaries, and Transactions</b>	Choose all three or any combination of the three when customizing your Previous Day Composite and Intraday Composite reports.

When you save templates for future use, they appear on the My Reports page for immediate access every time you sign on. You can create, name, and save up to 100 customized report templates. You can modify the templates at any time. If you do not use a template for a year, Treasury Information Reporting automatically deletes it from the My Reports page.

**f. Describe back-up procedures for use by the City with any interruption in the automated system delivery of information.**

You can use our online portal to access account information and other functions from your desktop PC, laptop, tablet, or mobile device from anywhere that internet access is available — including any Wells Fargo banking store across the country.

If a disaster prevents you from accessing your data online, your relationship manager, client service officers, and other relationship team members will have access to the source system that houses your information. We will work with you to make manual transactions and share account information, balances, and other data.

As part of the City’s own business continuity plans, we encourage you to maintain both electronic and hard copies of critical documentation and account information.

**g. Describe the security protocol for online services. How is authentication and authorization provided? How is the administration of the security module established and maintained?**

All users authenticate using an ID and password. Depending on the risk level of the system, additional factors such as one-time passwords, digital certificates, IP address filtering, or biometric characteristics may be required for authentication.

After Wells Fargo creates a company profile for the City and user profiles for your company administrators, the administrators can create user IDs and assign privileges using our online administration service.

You will determine who has access to each online service and to which features of each service. You will also set dollar limits for users authorized to perform monetary transactions.

**h. What are the hours of available technical support? How is it provided?**

Wells Fargo provides technical support, depending on the situation.

In most cases, client service officers can diagnose your problem and provide a solution on the first call. When necessary, an additional level of support is promptly available.

**Technical issues**

If there is a problem that our client service representatives cannot resolve, they'll act as your liaison to escalate the issue to our Technical Services group.

While we cannot provide support for the City's hardware and software, we will assist in any way we can. For instance, we can help to troubleshoot an issue with a scanner, but won't troubleshoot an area that your IT department is more suited to support; we won't put your systems at risk.

**Transmissions issues**

Our Wholesale Transmissions department focuses primarily on communication issues related to data transmission. Customers who exchange information with Wells Fargo using our data transmission service will also have the help of a dedicated support staff.

**Hours**

Treasury Management Client Services representatives are available Monday through Friday from 6:00 a.m. to 9:00 p.m. CT and Saturday from 8:00 a.m. to 6:00 p.m. CT.

At times, your concerns may require the involvement of our Operations department and you may choose to contact them directly.

- Wire transfer operations staff is available Monday through Friday from 7:00 a.m. to 8:00 p.m. CT.
- ACH investigations support is available Monday through Friday from 7:00 a.m. to 8:00 p.m. CT.

- ACH production support is available from 4:00 p.m. Sunday through 12:00 a.m. Saturday CT.
- Wholesale Transmissions staff is available 24 hours a day, 7 days a week.
- i. Submit samples of major screens and reports available or preferably provide a website link/demo along with sign-on information for an online review of all the services, if available. If not available, submit screen prints**

Please find samples of our major screens and reports under Tab C in the Appendix section of our response.

**j. Are check deposit slips and other images available online? How long are images available online?**

Yes. You can perform inquiries for issued and paid check transactions, deposits, debits, credits, stop payments, or all posted items for up to seven years from the posting date, and then print your results — all from a single web page. You can also view details for each of the transactions and images within your search.

**k. Is a monthly CD provided? What is on the CD? When is it available?**

Yes. The City can access images stored on a disk.

CD-ROMs hold up to 30,000 images (front and back) and DVDs hold up to 120,000. The index is provided on the last disk of a set; images for a given day might be split between multiple disks. You can upload them to our viewing software, where you can customize the search and sorting options.

We deliver disks weekly, monthly, or semi-monthly. Disks are ready nine business days after the cycle cutoff. You'll archive and view images and data using our viewing software.

**l. How are images charged? Are they changed when created, viewed, or one time?**

You can perform inquiries for issued and paid check transactions, deposits, debits, credits, stop payments, or all posted items for up to seven years from the posting date, and then print your results — all from a single web page. You can also view details for each of the transactions within your search.

If you need to see the image of an item that cleared or was deposited prior to January 2010, you can request it right from the Stops-Images-Search screen. You'll see a link to the image within 24 hours; you'll often see it in as little as five minutes.

Range searches help you locate any items by date or dollar amount. You can also search for specific items by entering check and customer reference numbers. Transactions that qualify for stop payments or image requests are identified so that you can:

- Search for posted items
- Initiate stop payments

- Renew or release stops
- View the status of items issued (outstanding, canceled, or voided)\*
- View online images of checks, electronic deposits, or paper deposits that have posted to your accounts

\*Requires use of account reconciliation service.

### 3. Collection and deposit services

**Standard deposit services and remote deposit services are required. The City anticipates a daily deposit by staff. Deposits are batched with tapes attached. The City does not encode checks.**

**All deposits received by the bank’s established deadline should be processed same day. The bank shall guarantee immediate credit on all incoming wire transfers, on-us items, and U.S. government securities maturities and coupons. All other checks clearing will be based on the bank’s published availability schedule. Failure to credit the account will require payment reimbursement to the City at the then-current Fed Funds rate. Returned items are to be re-deposited automatically.**

- What is the bank’s daily cut-off time to assure same day ledger and, pending availability, collected credit at (a) banking center, (b) branch, and (c) via remote?**

Our cutoff times vary based on where you make your deposit.

#### Night depository, banking store, and ATM

Our deposit deadlines for same-day ledger credit vary by location and, at each location, the deadlines for night depository, banking store, and ATM deposits may vary.

You receive same-day credit for cash deposits, and next-day credit for check deposits made prior to the deadline. You receive credit the next business day for deposits you make after the deadline, on weekends, and on Federal holidays.

Deadlines are the same regardless of when we verify your deposit; and, with the exception of cash deposits made at banking stores, they are also the same for deposits that contain cash, checks, or both cash and checks. Cash deposits you make at banking stores receive same-day credit regardless of your deposit time.

The following banking stores are closest to your location and can best support your depositing needs.

Banking store	Deposit deadline (local time)	Distance
<b>Alvin Downtown</b> 102 W Sealy Street Alvin, TX 77511 281-388-2117	Mon-Fri: 6:00 p.m.	0.07 miles

Banking store	Deposit deadline (local time)	Distance
<b>Alvin</b> 2900 S Gordon Street Alvin, TX 77511 281-338-2117	Mon-Fri: 6:00 p.m.	2.12 miles

### Cash vault

Different deadlines apply for split deposits (cash and checks on separate deposit slips), mixed deposits (cash and checks on the same deposit slip), and cash only deposits. The following table lists deadlines by deposit type and location, in local time.

If you require a later deadline than those listed in the table, please speak to your treasury management sales consultant to discuss your specific needs.

### Cash vault deposit deadlines

Cash vault site (served by)	Cash only	Check only	Mixed
<b>Texas</b> San Antonio	3:00 p.m.	3:00 p.m.	3:00 p.m.

### Remote deposit

The deposit deadline is 9:00 p.m. CT.

- b. Does the bank require, or prefer, strapping and rolling? Are there cost benefits/requirements for separating cash and checks? Coin and check?**

### Cash vault

You can deposit both loose and rolled coin in any amount.

### Banking store

You can deposit loose coin in amounts less than \$10. We require you to roll coin for amounts between \$10 and \$50. For amounts more than \$50, you'll need to use our large coin deposit process.

We require you to declare the value of your coin deposit, as differences can result in adjustments to your account.

Most banking stores accept rolled coin. Your treasury management sales consultant will work with you to identify a location that meets all your needs.

### Night depository

You can deposit loose coin in amounts less than \$10.

### Pricing

Please find details of our price schedule in Schedule A under Tab D in the Appendix section of our response.

**c. Is there any limit to the number of deposits in one bag? Are these handled as separate advices?**

Yes. We accept only one deposit ticket in each deposit bag.

If your internal procedures require you to include multiple deposit tickets with your deposit, your treasury management sales consultant will gladly work with you to identify a workable solution for your needs.

**d. When are credit/debit advices sent to the City from the various deposit location types? Are these advices sent electronically? Are originals or images of originals provided with each advice?**

Our Treasury Information Reporting service delivers online, customizable information reporting for all your account activity. With a single sign-on, you can view, print, or download your balances and transactions — and view check images of originals on select reports — for review in minutes.

**e. Do daily reports include activity by account and location?**

Yes. Whether you use our subaccounting service or use MICR-encoded location numbers on the deposit ticket, you can view reporting by location number and location name. This makes it easy for your staff to identify each deposit location without having to cross-reference a location number.

**f. Are all deposits designated by location and tracked as such through the reporting?**

Yes. Please refer to our previous response.

**g. Does the bank offer deposit location tracking and deposit reconciliation?**

Yes. You can view and track reporting by location number and location name.

**h. How does the bank handle discrepancies in deposit amounts? What settlement process is followed?**

Wells Fargo does not identify and adjust all discrepancies.

We reserve the right to write off check adjustments and cash adjustments based on dollar thresholds that we set internally. As a matter of policy, we don't disclose these thresholds to customers.

When we do adjust a deposit amount, we make a separate debit or credit entry to your account, and provide an adjustment notice and relevant backup documents.

If you use our subaccounting service, your adjustment notice will include your location number and location name (if applicable).

**i. How and when does notification of return items take place? List the notification elements (date, status of return, reference number, account numbers and routing number, amount, etc.)**

Images of returned items are available online the next business day after being returned and are available for up to 180 days. If you enroll in our Returned Item Decisioning service, you can view images of returned items the same day Wells Fargo receives them.

Elements reported include:

- Checking account and ABA number
- Check number
- Check amount
- Original deposit date
- Reason code
- Full name on check
- Complete address
- Phone numbers
- Driver's license number and state
- Check date

**j. What type deposit bags are used or required? Are these available from the bank? At cost?**

For post-verification, you must use secure plastic, tamper-evident, dual-pouch deposit bags. You can purchase them from Wells Fargo, or you can purchase them from your own supplier.

We offer two types: standard bags and environmentally friendly degradable, disposable bags. You can use standard bags at cash vaults, banking store, and night depository locations. Degradable bags can only be used at banking store and night depository locations.

Fees vary; we can provide you with our fee schedule after we understand your specific deposit requirements and which type of bag you'd like to use.

The only restriction we have is the use of the dual-pouch bag mentioned above. We do not require prior approval; however, if you'd like us to review your bag, you can arrange with your treasury management sales consultant to have it tested to ensure it meets our minimum requirements.

If you supply your own bags, we'll provide you with a deposit bag specification sheet that shows your employees which bags are acceptable.

**k. Differentiate between immediate and post verification.**

For post-verification, when you present your deposit to a teller, he or she will provide a receipt for the amount listed on the deposit ticket.

You receive next-day credit for the check portion of your deposit if we receive it prior to the disclosed cutoff time. Cash deposits receive same-day credit regardless of the deposit time.

We verify the cash, either at the banking store or at one of our cash vaults, after you leave. Verification takes place within 48 hours at the store and within 72 hours at the cash vault.

**l. Are any deposits or credits delayed for any reason?**

During the past 12 months, a small number of cash vault processing sites experienced an outage that lasted one business day in duration. As a result, there was a one-business day delay in posting transactions from the affected sites. The root cause of the delay was a network failure with a vendor.

Our online cash vault service has not had any significant downtime during the past 12 months.

**m. How much advance notice is required on coin and currency orders? Can orders be placed online? Is there any minimum purchase requirement? What is the turn-around time on orders?**

Yes. You can place coin and currency orders through a variety of automated methods. We debit your account the day we fill your orders and include your location numbers (if applicable) on your electronic reports and statements.

**Telephone**

In a single phone call, you can place multiple orders for one or more locations up to your daily limit. You'll enter your location ID and password, and our automated system guides you through the ordering process; you'll receive a confirmation number when you've finished.

If you need to inquire about an order or to change or cancel an order that hasn't yet been filled, you'll use the confirmation number to get started.

Among the features that help keep your account safe is the option to establish a maximum order limit per location.

**Online**

You can place orders for up to 10 locations at a time. Sign on with your company ID, user ID, and password; enter the amount of currency and coin you need; and verify and submit your order. A confirmation number shows on the next screen.

You'll enter the confirmation number to view, edit, or delete an order. Edits and deletes are accepted until 10:00 p.m. local time\* the night before your armored courier picks the order up.

Use our batch process to place up to 1,000 cash orders at one time. You'll download and fill out our spreadsheet template, and then upload the file to our cash vault. Once verified by our system, a file transfer confirmation message and number are sent to you immediately. Within 30 minutes, the status of your order shows on the Cash Vault Announcements page.

\*Large orders may require advance notice to process.

### Transmission

You send us one or more files that include your order specifications and the associated file information. After processing, we send confirmation files to the Wells Fargo transmission server, where you can pick them up or we can send them to you automatically.

For the security of your cash orders, we provide you with information unique to the City: a transmit key and a transmitting customer ID (one each per customer), and a receiving customer ID (one per location). You should keep this information confidential and only distribute it to persons authorized to place change orders.

### Standing order

You can receive change orders on a set delivery schedule. This eliminates the need to manually place your order. During implementation, you'll provide us with your order details.

### Deadlines

The following table lists the cutoffs and associated armored pickups (in local time) for change orders; it's organized by site and by method used.

Cash vault site (served by)	Touch-tone	Online or transmission	Armored pickup
Texas San Antonio	10:30 a.m.	10:00 a.m.	2:00 p.m.

The following table shows the cutoff times for deposits and change orders; it's organized by location, type of deposit, and method used. It also shows the associated armored pickup time for change orders.

### Cash vault deposit and change order deadlines (local time)

Cash vault site (served by)	Deposit deadlines			Order deadlines		
	Cash-only	Check-only	Mixed	Touch-tone	Online or transmission	Armored pickup
Texas San Antonio	3:00 p.m.	3:00 p.m.	3:00 p.m.	10:30 a.m.	10:00 a.m.	2:00 p.m.

For both cash vault and branch change orders, there are no minimum (or maximum) purchase requirements. You can order currency in loose, non-standard quantities or in straps of 100 notes, and coin by the roll or in standard full or half boxes.

Strapped currency and standard full boxes of rolled coin are less expensive than non-standard options.

### Settlement options

#### Cash vault

We debit your account the day your armored carrier picks up an order. To prevent delays in releasing orders, please ensure that your account is funded sufficiently to cover the charge.

#### Banking store

You can pay by direct debit to your Wells Fargo account, with a check drawn on your Wells Fargo account, or with cash.

#### n. Include a list of all the bank's deposit locations in the City.

The following banking stores are closest to your location and can best support your depositing needs.

Banking store	Deposit deadline (local time)	Distance
<b>Alvin Downtown</b> 102 W Sealy Street Alvin, TX 77511 281-388-2117	Mon-Fri: 6:00 p.m.	0.07 miles
<b>Alvin</b> 2900 S Gordon Street Alvin, TX 77511 281-338-2117	Mon-Fri: 6:00 p.m.	2.12 miles

#### o. Price the total fees which would apply to the following sample deposit as outlined below. (This does not reflect a *normal* City deposit and is used for comparison purposes only.) The cost would be \$\_\_\_\_\_.

Per the sample provided in the RFP, the cost would be \$131.97.

### 4. Remote electronic check acceptance and conversion

**The City may be interested utilizing remote check deposit at the City Hall location during the contract period.**

#### a. Describe the bank's remote deposit process.

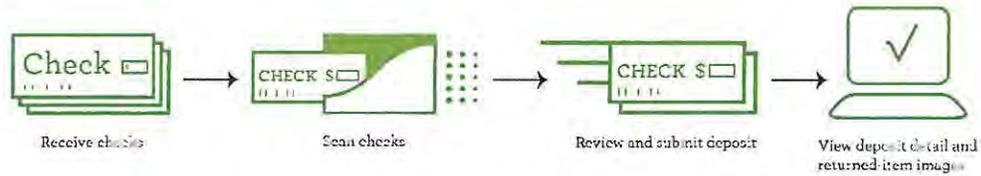
You can save both time and money by using our remote deposit service to deposit checks into your Wells Fargo account electronically, and eliminate the need for your employees to physically take deposits to the bank. An extended deposit deadline of 9:00 p.m. CT for same-day ledger credit means faster notice of returned items.

You'll no longer need to maintain accounts at local banks that have physical branches near your locations. You can consolidate banking relationships, save money on account maintenance fees, and reduce the time spent reconciling multiple bank accounts.

#### How it works

You scan checks for deposit by using a check scanner and a computer with internet access. Next, confirm the check dollar amounts and verify the deposit balances. Then, submit the deposit to Wells Fargo; you'll receive an immediate confirmation.

The following diagram shows the remote deposit process flow.



If you are enrolled in our Event Messaging service, we will send authorized users a deposit confirmation notice by email, text, or fax.

#### Mobile deposit<sup>1</sup>

You can capture images and deposit<sup>1</sup> funds to your Wells Fargo account with the camera of an iPhone<sup>2</sup>, iPad<sup>2</sup>, or Android<sup>3</sup>. Mobile users, such as on-the-road personnel, can accept customer checks or money orders and deposit them immediately.

<sup>1</sup>One check per deposit.

<sup>2</sup>Requires an iPhone or iPad, running iOS version 6.1 or above.

<sup>3</sup>Requires an Android OS 4.0 or higher when downloaded from Google Play.

**b. Does the bank provide remote deposit processing currently? Give three references for comparable entities including a contact name, company and email address.**

Yes. Wells Fargo currently provides *Desktop Deposit* service. We currently have one reference provided in the following table.

Reference*
<p><b>Judy Burns</b>  <b>Finance Director</b>  <b>East Central ISD</b></p> <p>210-648-7861  judith.burns@ecisd.net</p> <p>6634 New Sulphur Springs Road  San Antonio TX, 78263</p>

\*Confidential

**c. What is the final cut-off time for remote deposits? Are there any limitations on batch size or limits on the number of transmissions per day?**

You will receive same-day ledger credit for deposits you send by 9:00 p.m. CT; we do not offer a later deadline. Deposits you send after our deadline receive ledger credit on the next business day.

You can include up to 1,000 checks in a single deposit. You'll need to create multiple deposits if you have more than 1,000 checks to deposit; however, you can make an unlimited number of deposits each day.

**d. Once deposited through remote deposit does the bank hold the same liability as if checks were OTC deposited?**

We will be responsible for our performance of the service in accordance with the terms of our Master Agreement for Treasury Management Services and Wells Fargo Remote Deposit Capture Service Description.

**e. How long must checks be retained by the City once remotely deposited?**

As a guideline, we recommend that you securely store paper checks for five to 14 business days. We suggest that you consult your legal counsel to determine the storage time that is best for the City.

The City can purchase tamper-evident bags\* to store your processed checks. For tracking purposes, you can enter the six-digit number from a bag when you create a deposit.

\*Scanners you purchase from our hardware vendor, Superior Press, come with an initial supply of 25 bags.

**f. What options does the City have in scanners for use with the process? Is this equipment available through the contract? List the equipment required along with its approximate cost(s).**

The following table lists the specifications for the compatible scanners available to the City.

## Desktop Deposit service compatible scanners

Scanner manufacturer	Check processing speed	Connection interface	Dimensions
<b>Panini Vision X</b> Single feed Vision X 50 Vision X 75 Vision X AGP 	Single feed Vision X 50: 50 items per minute Vision X 75: 75 items per minute Vision X AGP: 60 items per minute with endorsement printer	USB 2.0 (recommended) Backward-compatible with USB 1.1, with performance limitations	10.39" L x 5.43" W x 6.88" H Weight: 5.5 lbs.
<b>Digital Check</b> CheXpress CX30 	Single feed	USB 2.0 (recommended) Backward-compatible with USB 1.1, with performance limitations	9.5" L x 4.0" W x 7.0" H Weight: 3.5 lbs.
<b>Digital Check</b> TS240-50 TS240-75 TS240-100 	TS240-50: 50 items per minute TS240-75: 75 items per minute TS240-100: 100 items per minute	USB 2.0 (recommended) Backward-compatible with USB 1.1, with performance limitations	11.1" L x 5.1" W x 7.5" H Weight: 5.2 lbs.
<b>Digital Check</b> TS230-35 TS230-65 TS230-100  <p><i>Note: These scanners are compatible with the service, but are not available for purchase from Wells Fargo.</i></p>	TS230-35: 35 items per minute TS230-65: 65 items per minute TS230-100: 100 items per minute	USB 2.0 (recommended) Backward-compatible with USB 1.1, with performance limitations	11.1" L x 5.1" W x 6.6" H Weight: 4.4 lbs.
<b>Flatbed scanners</b> Most commercially available flatbed scanners with TWAIN version 1.9 driver	Recommended for volumes not exceeding 5 checks per day	USB 2.0 port peripheral connection to PC TWAIN version 1.9 driver	Varies by manufacturer

Please find details of our price schedule in Schedule A under Tab D in the Appendix section of our response.

### 5. Disbursing services and commercial card

**Standard disbursing capability for all accounts is required. The City requires positive pay services for all its checks and accounts and prefers payee verification.**

**The City has a mandatory direct deposit policy for its employees. Currently pay cards are not used. Pay cards are discussed in a separate section of this RFP.**

- a. **When is daily check clearing information available online through intra-day reporting?**

We report transactions that post, and we update current ledger and available balances, on a real-time basis; the exact times depend on the specific transaction.

**b. Does the bank image all checks? When is the image available and how long it is retained online?**

Yes. Our online system offers the City several image delivery services to meet all of your needs.

Application	Description
<b>Desktop Deposit</b>	View images of items deposited electronically.
<b>Image Positive Pay</b>	View, print, and save images of positive pay exception items to assist in making pay or return decisions.
<b>Lockbox and Retail Lockbox Image Archive</b>	Access seven years of archived check images online.
<b>Returned Item Decisioning</b>	View images of returned items.
<b>Reverse Positive Pay</b>	View, print, and save images of reverse positive pay items to assist in making pay or return decisions.
<b>Stops-Images-Search</b>	Search for and retrieve images of any issued checks,* paid checks, deposits, debits, credits, or other items posted to your account. Many images are available the same day we process them.
<b>Treasury Information Reporting</b>	Access check images from the Previous Day Composite, Returned Items, Lockbox, and DDA Cycled Statement reports.

\*Requires use of account reconciliation service.

You can view images immediately online using our Stops-Images-Search service. All images are available for seven years.

Image exchange is our standard process for retaining check information. We image paid checks, and then store the physical checks onsite. After 10 days, checks captured in Operations are destroyed. Checks captured in Wells Fargo banking stores are destroyed after 20 days.

**c. What level of reporting on received items is included? (check number, dollar amounts, value dates, transaction codes, etc.)**

Elements reported include:

- Checking account and ABA number
- Check number
- Check amount
- Original deposit date
- Reason code
- Full name on check
- Complete address
- Phone numbers

- Driver's license number and state
- Check date

**d. Does the bank agree to cash all non-account holder City payroll checks without fee to the check presenter or the City?**

Yes. We confirm agreement to this requirement.

**e. Does the bank offer a commercial card program? Describe payment schedules, controls, and liabilities.**

Yes. You'll benefit from a total expense management tool that puts you in control of employee spending and accounts payable invoice payments in addition to offering greater convenience to employees for business travel needs. Through its efficient electronic workflow, our program better equips purchasing staff to negotiate with vendors, and reduces the costs, time, and environmental impact associated with managing disbursement expenses.

#### **Electronic purchasing**

We offer a single card solution designed to improve the City's purchasing process by allowing:

- Small dollar purchases
- Travel and entertainment charges
- Fleet charges
- Large dollar expenditures
- Payment of traditional accounts payable invoices

#### **Quick processing**

From transaction posting during the month, to reconciliation, approval, and posting to general ledger, the City will be able to post transactions within days of the monthly statement closing date. This process is more efficient and financially beneficial than traditional individual liability programs.

Our card process is easy to learn and intuitive. And with the secure electronic reporting and timely posting of expenses that Sarbanes-Oxley requires, you'll have all the reports you need to define transactions and code them accurately with minimal or no manual intervention.

#### **Flexibility and control**

You'll have the information you need — when you need it — with our online expense management system. Our proprietary system is designed to capture all program spend and to allow for appropriate coding of transactions with upload capabilities into your accounting system. With comprehensive information reporting options, you can receive management reports that detail card activity and increase the speed of reconciling and analyzing transactions.

Wells Fargo's commercial card security, oversight, and control processes are compliant with card network and overall industry standards for commercial card issuers. Wells Fargo has rigorous policies and procedures in place that are designed to safeguard our customers' confidential information by

protecting the integrity of our infrastructure and data resources. The protection provided includes a secure networking environment; data protection controls; extensive policies and procedures around vendor management oversight and user access control measures; and ongoing monitoring and testing. In addition, the vendor performing our critical card processing services is PCI-compliant, which protects card data in the areas of card production and delivery, customer account information, disaster recovery, and authorization and settlement procedures related to your commercial card program.

We are happy to discuss our information security program and how it performs relative to the PCI DSS standards with you in more detail upon completion of a nondisclosure agreement.

### **Complete treasury solution**

Our commercial card program allows the City to build an integrated electronic solution for managing payments and related processes between buyers and suppliers. You can automate your treasury processes to handle payables, receivables, trading partners, and overall expense management.

### **Payment schedules**

We debit your checking account for payment according to the frequency and cycle cutoff date you determine during implementation. If there is an issue collecting payment or your program has become delinquent, your account manager and your relationship manager will work with you to resolve the situation. While we do not charge late payment fees, other fees may be applied to your checking account if your card payment causes the account to become overdrawn.

### **Liability**

#### **Lost or stolen cards**

The City has no liability for charges made after you have properly notified us of a lost or stolen card or of a suspected fraudulent transaction. You are responsible for charges made up until the time you notify us.

It's important that the cardholder or your program administrator call our Business Purchasing Service Center immediately once you are aware that a card is lost or stolen, or when you suspect a fraudulent transaction.

#### **Employee misuse**

Our commercial card program includes the Visa Liability Waiver Program, which helps protect you from employee misuse of charge privileges. \$100,000 coverage per cardholder includes the following Visa stipulations:

- The cardholder was an employee of the City
- The items or services charged did not benefit the City
- The employee was terminated and the card was cancelled before, or zero to two days after, termination
- The charges occurred within 75 days prior to and 14 days subsequent to termination of the employee

To ensure that you receive the full benefit of the Visa Liability Waiver Program, your program administrator should immediately cancel the card online or by calling our service center. If the card is cancelled online, the program administrator must still notify Wells Fargo that the card was cancelled due to the employee's termination. Your program administrator must also complete and return the Visa Liability Waiver form.

The time frame between the employee's termination date and the date that the card is cancelled establishes your protection period for unauthorized charges. You should emphasize with managers that they need to notify your program administrator to cancel cards before, or as soon as possible after, they terminate employees. This helps to ensure that the program administrator meets the requirements outlined above.

No fees are associated with the Visa Liability Waiver Program. Please see full terms and conditions of the Visa Liability Waiver Program under Tab E in the Appendix section of our response.

**f. Can the commercial card be fashioned as a purchasing card with built in limits on spending or types of purchases?**

Yes. Because the City needs to institute purchasing controls that adhere to your internal guidelines, we've designed our program to be flexible. You can choose to implement the types of controls and restrictions described in the following paragraphs.

**Organizational levels**

Using templates, you can set purchasing limits and restrictions at cardholder levels, department levels, or organization-wide. Each department or division can establish its own custom-designed purchasing controls.

**Merchant category codes**

The City can permit or restrict card use with specific merchants or merchant category codes, such as airlines, restaurants, and hotels.

**Cash advances**

You can limit, or block entirely, the cash advance feature of the cards.

**Dollar and velocity limits**

The City can establish dollar and frequency of use limitations based on any combination of the following controls:

- Dollars per transaction
- Dollars per day
- Dollars per month
- Number of transactions per day
- Number of transactions per month

**Administrative options**

Your program administrator always has online access to the reporting application and can make changes to card controls in real time. This lets the administrator address the need for emergency purchases or cash advances

that fall outside of the assigned parameters, or place additional restrictions in cases of suspected abuse of card privileges. Your administrator can also schedule when a card is active (like the dates when an employee is traveling) and allow only certain merchant category codes to be allowable during a certain time.

- g. The bank must provide the City with an electronic file of purchase card transactions in a format that is compatible for upload to the City's general ledger.**

Yes. You can interface commercial card data with most major enterprise resource planning (ERP) systems, or with your own custom-designed accounting and purchasing applications.

#### System interface

With our reporting system, you can arrange your data in any order and extract it in a format most systems will accept. If your system requires a special file format, we can customize one to best fit your needs.

#### System requirements

There are no special hardware or software requirements. Most major accounting programs will accept our standard flat file format.

#### Customization

We do not require customized programming and most systems can accept a standard flat file upload. If your system requires customized programming, your Wells Fargo team will consult with you to create a compatible file format. We determine costs based on the level of customization.

#### Visa data files

We support the delivery of data files directly from Visa to the City. Visa data files automatically prepopulate expenses with transaction information, and easily integrate with T&E software solutions — as long as the receiving organization is an approved Visa partner (such as Oracle or Concur). Visa sends the files by secure file transfer and they can be delivered daily, weekly, or monthly.

## 6. Positive pay and partial reconciliation

**Currently, the City uses positive pay on two accounts. To safeguard against fraudulent checks, positive pay is required on the two accounts, preferably with payee verification. The City requires positive pay services with complete indemnification for fraudulent checks. The proposal must provide a fully automated and web compatible transmission process. Transmissions are made as part of each check run. Manual check information should be able to be input and transmitted online.**

- a. Describe data transmission file and timing requirements for check registers.**

We accept issue files 24 hours a day, 7 days a week. If we receive your file prior to 10:00 p.m. CT, we process it and update your issue information before we update the system with checks presented for payment that night.

This ensures that we have the most recent issue information to compare with presented checks.

To avoid exceptions, you should not distribute checks prior to the issue date. If you send a future-dated issue record, that information will not be available for positive pay until the morning of the issue date.

**b. Is payee verification available?**

Yes. You include payee names in your check issue information, and when your checks are presented for encashment\* at a Wells Fargo store or through check inclearing, we will validate that the payee name on the presented item matches the payee name on your issue record.

\*If the payee is not a Wells Fargo customer, they will be charged a check cashing fee when a check is presented for cash at a Wells Fargo location. Alternatively, the City has the option to pay the check cashing fee as part of your account analysis.

**c. Is positive pay input for manual checks available online? Describe.**

Yes. The City staff can send manual issues or deletes using our ARP Register Maintenance service, available through the *CEO* portal.

ARP Register Maintenance gives you the ability to update your issue records 24 hours a day, 7 days a week.

**d. Is exception reporting and handling managed totally online? Describe.**

Yes. You'll receive next-day exception reporting and images online.

**e. Does the bank review exceptions such as encoding errors for possible repair before creating a City exception item?**

Yes. Our prior day Positive Pay service compares checks posted to your account to your issue information. We review all positive pay exceptions and we reverse checks that we can correct (such as encoding errors), and repost them on the following business day.

**f. At what time are positive pay exceptions reported to the City? How is it reported? Is the City alerted or must staff check daily for possible exceptions?**

You'll receive next-day exception reporting and images online by 11:00 p.m. CT. The City can also take advantage of Positive Pay Event Messaging (email, text, or fax) to alert you that the exception processing is complete for your accounts. You can then begin making decisions at any time. The alerts will list the number of positive pay exceptions on the accounts.

**g. At what time must exception elections be made and entered?**

You'll make your decisions by 4:00 p.m. CT.

**h. What responses options are available? (Pay, No pay, Hold?)**

The City will have the option to pay, return, or edit/pay. Please see the following image of available responses.

Pay	Return	Edit/Pay	Account Number	Serial Number	Amount	Exception Type	Default Decision	
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	2345678901234	1111111111	\$55.00	INNR	Pay	<a href="#">View Image</a>
<input type="checkbox"/> Create Register								
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	2345678901234	Original: 012345	\$100.00	PAYEE NAME	Pay	<a href="#">View Image</a>
				New: 2222222222				
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	3456789012	3333333333	\$3,500.00	MATCHING CANCEL	Pay	<a href="#">View Image</a>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	3456789012	4444444444	\$2,000.00	REGISTER S DIFFERS PAYEE NAME	Pay	<a href="#">View Image</a>
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	3456789012	<input checked="" type="checkbox"/> 5555555555	\$750.00	INNR	Pay	<a href="#">View Image</a>
<input type="checkbox"/> Create Register								

**i. Are all checks, including those received OTC, verified against the positive pay file before processing? How often is teller information updated? If not verified, what are the process, liability, and security on over-the-counter transactions?**

Yes. Wells Fargo Teller Positive Pay, integrated into our positive pay service options, gives our tellers online access to your positive pay check issue information, including check dollar amounts and serial numbers.

Our tellers will use your check issue information to validate checks presented for encashment\*. If you use positive pay with payee validation, the payee name information will also be available for tellers to use when validating checks.

We capture issue files and update the teller line every 30 minutes throughout the business day. This ensures that our tellers always have the most current check issue information available.

To avoid problems or delays at the teller line due to missing check information, you should not distribute checks prior to the issue date. If you send a future-dated issue record, that information will not be available for positive pay until the morning of the issue date.

When presented with an unmatched item, our tellers will make a best effort attempt to contact Treasury Management Client Services, who in turn would contact the City to request instructions about how to handle the item.

\*If the payee is not a Wells Fargo customer, they will be charged a check cashing fee when a check is presented for cash at a Wells Fargo location. Alternatively, the City has the option to pay the check cashing fee as part of your account analysis.

**j. If positive pay services are not available, state the bank's policy on liability for fraudulent checks.**

Not applicable.

**k. Does the bank provide or have available fraud control paper check stock?**

Yes. The City can order checks from our preferred vendor, Superior Press, which has a variety of features you can choose from for fraud control.

It's important to remember; however, that fraud control paper check stock alone is not sufficient protection. The best way to reduce fraud is to use one of our positive pay services, including payee validation.

## **Account reconciliation**

**The City currently does not use account reconciliation.**

**a. Describe your partial reconciliation services.**

### **Partial ARP**

For this service, Wells Fargo provides the City with an ARP statement. You can also request a variety of optional reports, including paid checks, stop payments, and several others in various output formats. You can then use the statement or optional reports to reconcile your statement and identify any exceptions.

You'll receive an electronic file of paid checks daily, weekly, or monthly to upload into your reconciliation software.

**b. Are file transmissions compatible with the Tyler Technologies (Incode) file format requirements?**

Yes. You have two options for importing financial data. Your treasury management sales consultant can help you select the reporting method that is best for your needs.

### **Direct BAI file transfer**

You can automatically import previous and intraday files containing both balance and all detail transaction information. BAI V2 is the standard format.

### **Download reports**

You can use optional ARP reports such as Posted Items, Paid Checks, and Outstanding Checks to automate your account reconciliation. These reports, for example, summarize all transactions, identify which checks have been paid, and summarize outstanding checks as of the statement date.

Wells Fargo has a standard flat file layout for transmission of ARP reports; however, we can work with you to determine how we can best accommodate your needs if your system requires a different flat file format.

**c. Does the bank provide deposit reconciliation services? If yes, describe.**

While we don't offer a deposit reconciliation service, we do offer deposit location reporting as part of our account reconciliation services. You can use this service with our subaccounting service or a standard demand deposit account (DDA) using MICR-encoded deposit tickets.

### WellsOne<sup>®</sup> subaccounts<sup>1</sup>

We'll assign each location a unique subaccount number (location code) that is linked to a single DDA. The service posts all transactions to your DDA and attaches the location code (and optionally, name) to each transaction, including deposits, adjustments, and returned items. This makes it easy for your staff to quickly identify each deposit.

<sup>1</sup>Checks cannot be written on subaccounts.

### Regular DDA

To identify the location making the deposit, you'll use numbers — of up to 10 digits<sup>2</sup> — in the auxiliary on-us or serial number field of a deposit ticket's MICR line.

<sup>2</sup>To serialize deposit tickets by location, a portion of the 10 digits must be available for the serial number. We suggest two to six digits for your location number with a maximum of 10 digits for the entire location and serial number.

### Reporting

Deposit location reporting provides sorting and subtotaling of deposits by location, and prints the location number and name on your ARP statement<sup>3</sup> and on optional ARP reports.

<sup>3</sup>The DDA statement does not allow for deposit location number

#### **d. Describe the cost efficiencies, if any, of combining partial reconciliation with positive pay in your bank.**

Partial ARP eliminates the time (and related expense) that your staff spends entering paid check and deposit information from the bank statement into their computerized reconciliation system by providing optional electronic transmissions of their account activity.

#### **e. Specify data transmission requirements.**

You can choose from a variety of methods for transmitting and receiving your ARP files. We describe each option in the tables that follow. We'll work with you during the implementation process to help you determine which option is best for your needs.

### Internet protocols

Our internet protocol transmission methods offer you secure and efficient ways to exchange data.

#### CEO portal application folder access

You can send your transmission through our *CEO* portal, where you can access all of your online applications.

Protocol	Security and encryption	Added features
<b>HTTPS browser</b>	<ul style="list-style-type: none"><li>▪ Multi-factor authentication</li><li>▪ User ID and password</li><li>▪ RSA SecurID<sup>®</sup> token</li></ul>	<ul style="list-style-type: none"><li>▪ Easily manage user access to files with our online user management tool</li><li>▪ Issue and renew digital</li></ul>

Protocol	Security and encryption	Added features
	<ul style="list-style-type: none"> <li>128-bit SSL encryption</li> </ul>	certificates

#### Wells Fargo direct transmission URL access

With our automated transmissions protocol options, you can:

- Schedule sessions to connect automatically to send or receive files
- Automatically receive outbound files from Wells Fargo as they become available

Protocol	Security and encryption
<b>HTTPS with automation<sup>1</sup></b>	<ul style="list-style-type: none"> <li>User ID and password</li> <li>Digital certificate<sup>2</sup></li> <li>VPN Cisco-compatible IPsec</li> <li>128-bit SSL session-level encryption</li> </ul>
<b>FTP/S<sup>1</sup></b>	<ul style="list-style-type: none"> <li>User ID and password</li> <li>Digital certificate<sup>2</sup></li> <li>VPN Cisco-compatible IPsec</li> <li>128-bit SSL session-level encryption</li> </ul>
<b>SFTP<sup>1</sup></b>	<ul style="list-style-type: none"> <li>User ID and key (preferred)</li> <li>User ID and password (60 day maximum expiration)</li> <li>VPN Cisco-compatible IPsec</li> <li>128-bit Cypher SSH session-level encryption</li> </ul>
<b>AS2</b>	<ul style="list-style-type: none"> <li>User ID and password</li> <li>Digital certificate<sup>2</sup></li> <li>VPN Cisco-compatible IPsec</li> <li>128-bit SSL session-level encryption</li> </ul>

<sup>1</sup>Bank-provided client software is available.

<sup>2</sup>You can issue and renew digital certificates online through our CEO portal.

#### Optional value-added services

As part of our internet protocol transmission methods, you can choose to use several services at no additional charge.

Optional value-added services	
<ul style="list-style-type: none"> <li>Increase the security and confidentiality of your data with PGP encryption*</li> <li>Name your files to match your internal systems for quick identification and reference</li> <li>Reduce risks with automatic scans of all inbound and outbound files for viruses and malware</li> </ul>	<ul style="list-style-type: none"> <li>Choose to receive notifications (and which staff receive them) to help monitor when: <ul style="list-style-type: none"> <li>A file was not received</li> <li>An unexpected file was received</li> <li>A zero-byte file was received</li> <li>A file is available for download</li> </ul> </li> </ul>

Optional value-added services	
<ul style="list-style-type: none"> <li>Receive alerts when a file fails a service check and can't be delivered</li> </ul>	<ul style="list-style-type: none"> <li>An available file is nearing purge</li> <li>An available file was purged</li> </ul>

\*PGP is required for FTP.

### Connect:Direct (NDM) secure proxy

If you have a large transmission volume and need to connect directly to our mainframe environment from your environment, you may want to use this method.

Access option	Platform	Security and encryption
IP address	<ul style="list-style-type: none"> <li>Connect:Direct (NDM) with Secure+ Proxy</li> </ul>	<ul style="list-style-type: none"> <li>Requires Secure+ add-on</li> <li>128-bit SSL session-level encryption</li> <li>Anti-virus scanning</li> </ul>

### SWIFT FileAct

If you have chosen to use SWIFT as your transmission option, we support the SWIFT FileAct Real-Time service.<sup>1</sup>

<sup>1</sup>Not available for outgoing image transmission files.

SWIFT uses high levels of advanced encryption and authentication technology.

Access mode	Service name	Connectivity options
Real-Time (RT)	<ul style="list-style-type: none"> <li>swift.corp.fa</li> <li>swift.generic.fa</li> </ul>	<ul style="list-style-type: none"> <li>Customer-owned (SWIFT Alliance Access and Gateway)</li> <li>Outsourced (SWIFT Alliance Lite)</li> <li>Outsourced Tailored (Service Bureau for Corporates)</li> </ul>
Store-and Forward (SNF)	<ul style="list-style-type: none"> <li>swift.corp.fast</li> <li>swift.generic.fast</li> </ul>	<ul style="list-style-type: none"> <li>Customer-owned (SWIFT Alliance Access and Gateway)</li> <li>Outsourced (SWIFT AllianceLite)</li> <li>Outsourced Tailored (Service Bureau for Corporates)</li> </ul>

- Please contact your SWIFT representative for additional information about joining SWIFT or visit [swift.com/corporates](http://swift.com/corporates).

#### f. When are reports available from partial reconciliation? Are they provided online?

The City has access to daily reports online. Please refer to the following response for details of our reporting options.

**g. Provide samples of account reconciliation reports.**

**Optional reporting**

Our information reporting system is fully integrated with our portal, making it easy for your staff to have all relevant reports and information online.

With full and partial ARP, you can customize your account reconciliation to match your accounting needs by choosing which of 14 optional reports you need from the list below.

ARP optional reports	
Paid Checks	Deposit Location
Outstanding Checks*	Credits
Posted Items	Bank Originated Entries
Stop Payments	Reversed Checks <sup>†</sup>
Issue Notices Not Received <sup>†</sup>	Matched Paid Items <sup>†</sup>
Voids and Cancels*	Prior Payments*
Issues This Cycle*	Unpaid Checks

\*Only available with Full ARP.

<sup>†</sup>Only available with Full ARP or Partial ARP with Positive Pay.

The following are samples of information shown on our most commonly requested optional reports, shown in PDF format.

**Paid Checks**

WELLS FARGO		ACCOUNT RECONCILEMENT			PRINTED: 05-31-08 PAGE 1	
P.O. BOX 69020 SAN FRANCISCO, CA 94163		ABC CORPORATION			TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2	
ACCOUNT: 4999 22222		PAID CHECKS REPORT			PERIOD: 05-31-08 TO 05-31-08	
SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION		
450201004		5-21-08	20.00	INNR		
450201005		5-21-08	200.00	INNR		
4050101002	5-30-08	5-30-08	100.00			
4050101004	5-30-08	5-30-08	20.00			
4050101005	5-30-08	5-31-08	200.00			
4050201001		5-21-08	10.00			
4050201002		5-31-08	109.00	INNR		
4050201003		5-31-08	1,000.00			
B			1,659.00	TOTAL		

**Outstanding Checks**

WELLS FARGO		ACCOUNT RECONCILEMENT			PRINTED: 05-06-08 PAGE 1				
P.O. BOX 69020 SAN FRANCISCO, CA 94163		ABC CORPORATION			TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2				
ACCOUNT: 4999 22222		OUTSTANDING CHECKS REPORT			PERIOD: 0-00-00 TO 05-06-08				
SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO	SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO
3051101003	5-2-08	1,000.00	0		3051101002	5-05-08	1,000.00	0	
3051101004	5-2-08	20.00	0		3051101003	5-05-08	20.00	0	
3051101005	5-2-08	200.00	0		3051101004	5-05-08	200.00	0	
3051201001	5-3-08	10.00	0		3051201005	5-05-08	10.00	0	
3051201002	5-3-08	100.00	0		4051201001	5-06-08	100.00	0	PAYEE NAME 1
3051201003	5-3-08	1,000.00	0		4051201002	5-06-08	1,000.00	0	PAYEE NAME 2
3051201004	5-3-08	20.00	0		4051201003	5-06-08	20.00	0	PAYEE NAME 3
3051201005	5-3-08	200.00	0		4051201004	5-06-08	200.00	0	PAYEE NAME 4
3051301001	5-3-08	10.00	0		4051301005	5-06-08	10.00	0	PAYEE NAME 5
18		5,210.00 TOTAL					5,210.00 TOTAL		

## Stop Payments

WELLS FARGO		ACCOUNT RECONCILEMENT				PRINTED: 05-30-08		PAGE 1			
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION				TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2					
ACCOUNT: 4999 222222		STOP PAYMENTS REPORT				PERIOD: 04-28-08 TO 05-18-08					
SERIAL	STOP	REL/EXP	AMOUNT	CODE	OPTIONAL INFO	SERIAL	STOP	REL/EXP	AMOUNT	CODE	OPTIONAL INFO
3051100621	9-08-08	2-07-09	692.84	STOP/I		3051101005	9-15-08	3-14-09	200.00	STOP/NI	
3051100378	9-11-08	3-10-09	273.37	STOP/I		3051201008	9-18-08	3-17-09	10.00	STOP/NI	
3051100726	9-12-08	3-12-09	668.96	STOP/R		3051201008	9-21-08	3-20-09	10.00	STOP/NI	
3051101003	9-15-08	3-14-09	1,000.00	STOP/NI							
6			2,086.21	TOTAL NEW STOP PAYMENTS							
6			2,086.21	TOTAL STOP PAYMENTS							
1			668.96	STOP PAY RELEASES							

## VOIDS and Cancels

WELLS FARGO		ACCOUNT RECONCILEMENT				PRINTED: 05-06-08		PAGE 1		
P.O. BOX 63020 SAN FRANCISCO, CA 94163		ABC CORPORATION				TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2				
ACCOUNT: 4999 222222		VOIDS AND CANCELS REPORT				PERIOD: 05-06-08 TO 05-06-08				
SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION						
3051101001	5-03-08	5-06-08	10.00	CANCL/I						
3051101002	5-03-08	5-06-08	100.00	CANCL/I						
3051101003		5-06-08	0.00	VOID						
1			0.00	TOTAL VOIDS						
2			110.00	TOTAL CANCELS/I						
0			0.00	TOTAL CANCELS/NI						

## 7. Wires and internal transfer services

The City currently uses wires and averages about eight outgoing wires each month. Incoming wire transfers must receive same day credit. Wire initiation must be available online. The City will require compensation for delays caused by bank errors at that day's Fed Funds rate.

### a. Can outgoing wires be initiated and monitored online?

Yes. The City can sign on to our portal to initiate repetitive or free-form domestic and international wires online. Using our mobile service, users can approve any pending wire transfers and initiate repetitive wires.

Our mobile service only allows initiation of repetitive wires, and not free-form wires.

### b. Can repetitive templates be created?

Yes. Online setup for repetitive wire transfer templates is in real time. Templates are available for use immediately after the City approves them, and require no further confirmation from Wells Fargo.

### c. Do repetitive or non-repetitive wires require the same levels of authorization?

We recommend dual custody for initiating free-form wires and for creating or maintaining wire templates online. With dual custody, we require a second user's approval of the free-form wire and wire templates before they take effect.

### d. Is dual authorization required for repetitive and non-repetitive wires?

Please refer to our previous response.

**e. Is future dating of wires available? How far in the future?**

Yes. Domestic, book transfers, and drawdowns can be scheduled for up to 60 calendar days.

**f. State wire access and cut-off times.**

The opening time for outgoing wires is 7:00 a.m. CT for all wire types regardless of origination channel. We provide the cutoff times, which may vary based on wire type and initiation method, in the following table. We process requests we receive after our deadlines on the next business day.

**Wire cutoff times (CT)**

Origination channel	Domestic	Book	Drawdown request	International (U.S. dollar and foreign currency)	Request for Transfer (RFT)	Tax payment
Online and mobile	4:30 p.m.	7:00 p.m.	4:30 p.m.	4:30 p.m. (USD) 4:00 p.m. (FX)	7:00 p.m.	3:30 p.m.
Consolidated payables	4:30 p.m.	4:30 p.m.	4:30 p.m.	4:30 p.m.	4:30 p.m.	4:30 p.m.
Telephone	4:30 p.m.	7:00 p.m.	4:30 p.m.	4:30 p.m.	Case is built anytime, then sent to investigations for processing	3:00 p.m.
Automated standing transfer	4:30 p.m.	7:00 p.m.	4:30 p.m.	4:30 p.m.	4:30 p.m.	3:00 p.m.
Online foreign exchange	Not applicable	Varies by currency	Varies by currency	Varies by currency	Varies by currency	Not applicable
SWIFT	4:30 p.m.	4:30 p.m.	4:30 p.m.	4:30 p.m. (USD) 4:00 p.m. (FX)	4:30 p.m.	Not applicable

**g. State the bank’s policy on the use of ledger balances for outgoing wires in anticipation of daily activity or incoming wires.**

Any intraday transactions, such as other wire transfers (incoming or outgoing), lockbox, ACH, item processing, cash letter, or controlled disbursement activity that are posted to your account, will be reflected in your current balance and used to determine whether there are sufficient funds for the wire to be released.

**h. Is the ability to do internal transfers available online? Is there a fee for transfers?**

Yes. The City can process a transfer from one account to another using our wire transfer options. Please find details of our price schedule in Schedule A under Tab D in the Appendix section of our response for all applicable fees.

## 8. ACH services

ACH services are required for bi-weekly payroll direct deposit and some vendor payments. The City uses ACH for transfers to pools and paying agent transactions currently. The City also uses a direct debit for approximately 952 utility payments per month. The Utility Billing department bills on a weekly cycle. ACH is not heavily used for vendor payments, but the City plans to expand this use. The City requires pre-notification.

- a. Is ACH service fully available online for individual transactions as well as by transmission for batched files? What are the cut-off times?

### Origination methods

Yes. Wells Fargo offers several ACH transaction initiation methods, including our direct origination service, a consolidated payables transmission, and the internet.

#### Direct origination

You send us a NACHA-formatted file that contains the required ACH transaction information (such as routing and transit number, account number, dollar amount, and effective date).

#### Consolidated payables transmission

You can initiate ACH payments directly from your treasury workstation, ERP system, or accounts payable system. When you use the *Payment Manager* service, you save time by grouping debits, credits, and multiple payment types (such as payroll, credit card, and expense payments) in a single file — and you can even include domestic and international wires, U.S. dollar and Canadian dollar checks, and commercial card transactions. The service separates payments by type and processes them accordingly, sending traditional or human-readable remittance information to the payee as appropriate.

#### Internet

If you want to originate domestic ACH transactions without having to create your own NACHA-formatted files — and gain the flexibility to make tax and other payments online — online initiation is the best method for you. Once you build a template based on the payment type, it is quick and easy to create ACH transactions and send them to Wells Fargo for processing.

You can choose the types of ACH transactions you want to initiate from the following payment types:

Options	
Payroll (PPD)	WEB- and TEL-initiated consumer debits
Vendor payments (CCD)	Re-presented check entries (RCK)
Federal and state tax payments (ACHTax)	Corporate trade exchange (CTX)
Cash concentration and disbursements	Child support payments (CCD+)

Options	
(CCD)	
Consumer debits and credits (PPD)	

The import option allows you to import account information for beneficiaries from systems such as payroll or accounting. With the export option, you can export templates, beneficiaries, and payment batches to update payables and receivables systems and offline files.

When you're on the go, you can access a mobile version of our online ACH approval capabilities. Use a smartphone or mobile device\* to quickly, easily, and securely approve domestic ACH templates and payments that require immediate attention.

\*Access our mobile service on any smartphone or mobile device that has a browser. If you use an iPhone or iPad, you can download our app from iTunes. If you use an Android, you can download our app from Google Play.

To reduce your fraud risk, you must have a second user approve the release of ACH transactions or newly created templates.

#### Origination deadlines

Origination method	Same-day settlement*	One-day settlement	Two-day settlement
Direct origination	8:00 p.m. CT	8:00 p.m. CT	11:00 p.m. CT
Consolidated payables transmission	7:30 p.m. CT	7:30 p.m. CT	7:30 p.m. CT
Online	6:00 p.m. CT	8:00 p.m. CT	8:00 p.m. CT

\*Available for on-us items only.

#### b. What is the policy on and handling of ACH returned items?

You can access a full suite of returned item services that will help you manage converted check returns. You will access the same reports and applications you use to identify and manage your paper check returned items.

##### Automated redeposit

Accounts receivable conversion (ARC) or back office conversion (BOC) items returned for insufficient or uncollected funds can be re-presented two times. You have several options to choose from to maximize your opportunity to successfully settle:

- Number of times to have us automatically redeposit an item (up to two)
- Upper and lower dollar amount threshold
- Number of days to delay a re-presentation (up to nine)
- Re-present items on specific days of the month (up to five dates)
- Re-present items on specific days of the week (up to five days)

### Online decisioning

You can review returned items online and decide whether to redeposit or charge back each returned item. We post returned items each business day, and you make a decision on each item that same day.

### Online reporting

View returned item information and the status of each item on our intraday and previous day returned item reports. The reports consolidate redeposit and chargeback information for all of your returned items.

### Settlement

We do not debit your account for redeposited transactions. When we receive a final return for a deposited item, we post a debit to your account to offset the credit previously posted. You can choose to post these debits as:

- A single debit for all returned items received that business day
- Individual debits for each return

Administrative returned items are non-financial entries that do not result in a debit to your account. We resolve correctable ACH returns for you. For example, if the receiving bank did not capture an account number on a check correctly and returned the check, we examine the check image to determine the correct account number and resubmit the item.

#### **c. Can ACH items be future dated? How far in advance?**

Yes. You can schedule future dated transactions up to 45 days before the settlement date. We automatically release the file on the specified date, generally one or two days prior to settlement.

#### **d. Describe specific filters and blocks available? Define and describe all your fraud filter options.**

The ACH system is one of the most efficient and cost-effective ways to transfer funds, but it's critical that appropriate measures are in place to protect you against unauthorized transactions. You can choose from three options to protect your checking and savings accounts.

### Review transactions and decide if you want them returned

With our review option, you can preauthorize ACH transactions to post to your account. We then notify you of any that are not preauthorized; you review those and notify us whether you want them paid or returned. When you tell us to return one, we create a reversing adjustment and return it as unauthorized.

You can request that we report:

- All ACH transactions posted to your account
- All ACH transactions that exceed a predetermined dollar amount
- ACH credit transactions only, or ACH debit transactions only
- ACH credit transactions or ACH debit transactions that exceed a predetermined dollar amount

- ACH credit transactions or ACH debit transactions outside a specified date range
- ACH credit transactions or ACH debit transactions that exceed a specified maximum number of occurrences

If you do not make a pay or return decision on an item by the specified deadline, the item is automatically paid or returned based on the default action you select during implementation.

#### **Stop unauthorized transactions automatically**

With our stop option, we automatically return transactions that you have not preauthorized and process all that you have preauthorized.

You can request that we:

- Stop and return all ACH transactions
- Stop and return all ACH transactions that exceed a predetermined dollar amount
- Stop and return all ACH credit transactions only, or ACH debit transactions only
- Stop and return ACH credit transactions or ACH debit transactions outside a predetermined dollar range
- Stop and return all ACH credit transactions or ACH debit transactions outside a specified date range
- Stop and return all ACH credit transactions or ACH debit transactions that exceed a specified maximum number of occurrences

#### **Monitor converted check entries**

Our Echeck option helps you monitor converted check entries for business-sized checks that have an auxiliary on-us field in the MICR line. This service includes Echeck Post and Echeck Stop options for accounts receivable check (ARC) and back office conversion (BOC), and point-of-purchase (POP) transactions.

##### **Echeck Post**

If you use this option in conjunction with our positive pay service, you have the opportunity to see unmatched items that will post to your account, so you can decide to pay them or return them using our online Image Positive Pay service.

If you use this option with our Perfect Presentment® service, the ACH converted check will not be matched against your check issue records.

##### **Echeck Stop**

If you choose this option, we will automatically stop all ineligible items inadvertently converted before they post to your account.

**e. Are ACH addenda shown in their entirety online and on reports and statements? Describe.**

Yes. You can receive ACH addenda records and EDI entry data through our online reporting service, by consolidated receivables transmission, and through our *Perfect Receivables* service.

**Online information reporting**

Two reports include ACH and EDI addenda information.

**ACH Receive**

Includes ACH transaction detail along with a single addenda record.

	01/15/20XX 02:10 PM ET	HENRY WELLS, IIIC.
	CUSTOMER ID: WELLS OPERATOR ID: HENR	ACH Receive As of 01/04/20XX
Commercial Electronic Office		Treasury Information Reporting
Currency: USD Bank: 07300028 Account: 12345	WELLS FARGO BANK, N.A. WIDGETS IIIC.	
Credit Amount	Transaction Detail	
82,924,897.12	Entry Class/Description: PPDCTC SCFS Sending Co Name: TRUST - EOD Sending Company ID: 999999999	Individual Name: ACME-CTC SCFS IV ID: 0000022222 Discretionary Data:
54,900,000.00	Entry Class/Description: PPDTRUST Sending Co Name: W FARGO BANK Sending Company ID: 999999999 MATURTES 01/14/02 00012199238	Individual Name: ACME TRUST ID: 22222 Discretionary Data:
54,929,749.97	Entry Class/Description: PPDFOUNDTSF Sending Co Name: TRUST FIDUCIAR Sending Company ID: 999999999	Individual Name: OFFST TRUST FIDUCIAR ID: BATCH OFFSET Discretionary Data:

## EDI Payment Detail

Includes full remittance information on ACH- and EDI-formatted payments.

<b>Currency:</b> USD			
<b>Bank:</b> 07300028		<b>BANK ACCOUNT NAME</b>	
<b>Account:</b> 12345		Bank of Customer	
<b>Payment Amount:</b> <u>XXX.XXX.XXX.XXX.XX</u>			
<b>Originator</b>		<b>Receiver</b>	
Entry Class	CTX	Transaction Type	Credit
Originator Company Name:	Lorem ipsum dolor sit amet posu 35.	Entry Description:	PAYMENT
Originator Company ID	0987654321	Receiver Name	Lorem ipsum dolor sit amet posu 35.
Discretionary Data:	Lorem ipsum dolor sit a 20.	Receiver ID:	ID#Code
<b>Payment Detail</b>			
Addenda Items:	XXXX		
Trace	XXXXXXXXXXXXXXXXXX		
Foreign Trace:	AAA NNN AAA NNN ZZ		
Settlement Date	01/01/2012		
Effective Date	01/01/2012		
<b>Addenda Detail</b>			
<b>Remittance (BPR)</b>			
Transaction Type	PAYMENT ACCOMP REMIT		
Payment Amount	1,363.62		
Credit/Debit	CREDIT		
Method	ACH		
Format	CTX		
Originator ID Type	ROUTING ID		
Originator ID:	123103729		
Originator Account Type	DEMAND ACCT		
Originator Account Number:	198765432105		
Originator Company ID:	0987654321		
Receiver ID Type:	ROUTING ID		
Receiver ID:	121000248		
Receiver Account Type	DEMAND ACCT		
Receiver Account Number	4987654321		
Effective Date:	11/01/2012		
Business Function:	VENDOR PAYMENT		

## Consolidated receivables

You can receive detailed remittance information, including ACH addenda details received with transactions, by transmission. Remittance information varies according to the SEC code used for a transaction. ACH payment and remittance information can be combined with other payment types and translated into standard and customer file formats.

You can also receive email reports that include full remittance information on ACH- and EDI-formatted payments. They can be delivered in PDF, text, Excel, and CSV formats.

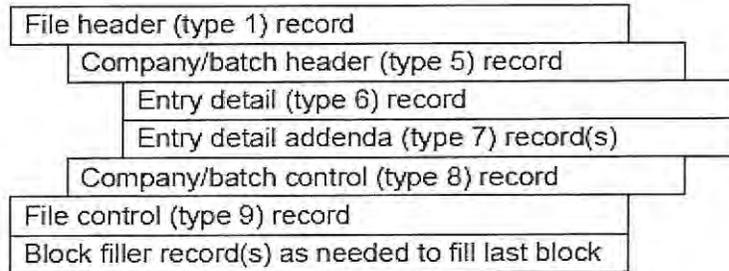
## Perfect Receivables

If you use an account range for incoming ACH payments, you can assign a unique four-digit payment identification code to your customers. We capture all ACH transactions that come in with this code, and then provide to you one NACHA-formatted file that contains the code, dollar amount, and all associated transaction detail, including addenda information.

You can choose to use a single account if you typically receive a high volume of ACH payments. Your customers send payments to your Wells Fargo

account. We then capture each day's payments, provide them to you in a NACHA-formatted file, and consolidate them into a single settlement to your Wells Fargo account.

We'll organize the information into records. Each data file you receive from us includes the detail shown below.



You can also receive a *Perfect Receivables* detail report by secure email or fax, or a summary report by email.

**f. Does the bank routinely pre-note? Is the pre-note charged as a standard ACH transaction?**

No. We do not require a prenotification for a first payment; however, you can choose to send one.\*

\*Additional fees may apply for the City.

## 9. Safekeeping services

**All City investments are made in accordance with the City's Investment Policy and will be made by the City or its investment adviser and instructions for safekeeping will be given to the bank by an authorized staff member or the adviser. The bank will be required to provide book-entry safekeeping services through the bank or an approved correspondent. All securities must be cleared on a delivery versus payment (DVP) basis and ownership documented by original safekeeping receipts to the City. All interest payments and maturities shall be given immediate credit. The City wants the safekeeping fees to be applied to and paid through account analysis.**

**The City anticipates a current average of five (5) to ten (10) securities in FRB (Federal Reserve) or DTC (Depository Trust) safekeeping with the number increasing as rates rise. Ownership of the securities must be perfected and evidenced by an original safekeeping receipt sent directly to the City within one business day. The bank's brokerage services will not be used in order to perfect delivery versus payment (DVP) as required by statute and the City's Policy and assure independent third party safekeeping.**

Wells Fargo Securities (WFS) is the trade name for the capital markets and investment banking services of Wells Fargo & Company and its subsidiaries,

including but not limited to Wells Fargo Securities, LLC, a member of NYSE, FINRA, NFA and SIPC, Wells Fargo Prime Services, LLC, a member of FINRA, NFA and SIPC, and Wells Fargo Bank, N.A. Wells Fargo Securities, LLC, and Wells Fargo Prime Services, LLC, are distinct entities from affiliated banks and thrifts.

The WFS investment representative who currently works with the City is Mali Mahnee in our Houston office, telephone 713-319-1156, email [mali.mahnee@wellsfargo.com](mailto:mali.mahnee@wellsfargo.com).

WFS is not a member of the Federal Reserve, but is a member of DTC.

**a. Is online information available for securities? For clearing? For safekeeping?**

Through Wells Fargo's *CEO* portal, WFS customers have direct access to brokerage account information such as account balances and positions and can review and download account activity including all trades, cash, dividends, principal, and interest payments, and access month-end statements before paper statements arrive in the mail.

**b. Describe bank safekeeping arrangements proposed internally or with a correspondent.**

Securities purchased by WFS customers generally are held in safekeeping with Wells Fargo Bank, N.A. (bank safekeeping). Safekeeping activity is subject to period audits by Wells Fargo internal auditors and by our external auditors, KPMG.

Currently, the City has securities, which were purchased through WFS held in bank safekeeping with Wells Fargo Bank, N.A.

**c. If the bank is using a correspondent bank, identify the bank and describe the process to be used.**

Securities that are issued in "book entry" form are required to be held at a third party depository. The Fixed Income Sales group uses The Bank of New York and the Depository Trust Company (DTC) to hold customer securities. Securities belonging to customers who have safekeeping with Wells Fargo Bank, N.A. (bank safekeeping) are held in accounts titled "Wells Fargo Bank Safekeeping Services." The securities are recorded in the customer name on our internal system of record. Our books and records are reconciled daily with those of the depositories.

Physical securities registered in the customer's name or in WFS' nominee name are held in the Bank of New York's securities vault. These securities are counted and reconciled at least quarterly.

**d. Are notifications sent on all transactions (purchase, sale, calls, and maturities)? When and how?**

WFS provides a written confirmation of each trade. However, in conjunction with Rule 10b-10(b) from the Securities and Exchange Commission, which allows for alternative periodic reporting, WFS does not send written

confirmations for money market mutual fund transactions, including purchases, redemptions, dividends, and dividend reinvestments. You can also receive a monthly statement for months in which there is trade activity. You may elect to receive your statements through the *CEO* portal or through U.S. mail. You may receive additional documentation without request, depending on the type of transaction.

**e. Will the bank apply the safekeeping charges to the account analysis?  
Confirm.**

Yes. Safekeeping fees can be charged to your account analysis.

**The City may choose to purchase time deposits from the bank but all time deposits will be competitively bid. The bank may provide a set basis for establishment of CD rates if desired.**

Acknowledged.

## 10. Collateral requirements

The City requires a bank that is fiscally strong and able to provide the services described on an uninterrupted basis. City funds are public funds and fall under provisions of the Public Funds Collateral Act (Texas Government Code Chapter 2257) with additional restrictive City requirements. All time and demand funds above FDIC insurance coverage must be collateralized to 102% with securities authorized by the City. Authorized collateral will include only:

- Obligations of the U.S. Treasury
- Obligations of U.S. Agencies and Instrumentalities (excluding letters of credit) to include mortgage backed securities which pass the *bank test*
- Obligations of any US state, their agencies and instrumentalities, and municipalities rated A or better by two nationally recognized rating agencies.

All securities pledged to the City will be held by an approved independent third party institution outside the bank's holding company. The bank will be responsible for the pricing of securities and continuous monitoring and maintenance of margin levels. The custodian will provide a monthly report directly to the City on the collateral pledged. Preferably the custodian will provide market values on the securities.

A collateral agreement shall be executed under the terms of FIRREA<sup>1</sup> and approved by resolution of the bank's Board or Loan Committee.

The following conditions must be met as described and agreed to:

- Collateral must be held in an independent third party bank outside the bank's holding company.
- All deposits will be collateralized at 102% of principal plus accrued interest daily, excluding FDIC insurance.
- The bank is responsible for the daily monitoring and maintaining of collateral margin requirements.
- Pledged collateral will be evidenced by original safekeeping receipts/report sent directly to the City by the custodian.
- The City will receive a report of collateral pledged including description, par, market value, and cusip monthly from the custodian at least monthly.
- Substitution rights will be granted if the bank obtains the City's prior approval (or has online access to all collateral held) and if substituting securities are received before previously pledged securities are removed from safekeeping.

- **The bank shall execute a collateral agreement with the City for custody of pledged securities in full compliance with FIRREA not less than five days before commencement of the contract.**

**Does the bank confirm agreement to the conditions stated above? If not, clearly define any exceptions and what will be substituted to assure City funds' safety.**

Yes. The above provisions are stated in the attached collateral agreement under Tab F in the Appendix section. In addition, you will find literature on our collateralized program.

## **11. Account analysis**

**A monthly account analysis report shall be provided for each account and on a consolidated account basis. Please note that a pro-forma analysis provided will not be used in lieu of the Attachment A to determine fees or monthly anticipated charges.**

### **a. Provide a sample account analysis.**

Please find a sample account analysis statement under Tab G in the Appendix section of our response.

### **b. State when the analysis will be available each month.**

The billing period closes on the last day of the month. We calculate balances and account activity on the fifth business day of the next month. Your analysis statement is available electronically on the sixth business day.

We mail paper analysis statements six to eight business days after the close of the billing period.

### **c. Is the analysis provided online? Is it on a monthly CD, if one is provided?**

Yes. We provide your account analysis statement online the day after the analysis cycle closes, and the system can send an automated email letting you know when it is available. In addition, we can store statements on an internal system or on CD-ROM.

### **d. How long are analyses maintained online?**

Statements are available for up to 13 months (current month and prior 12 months) after their processing date.

## 12. Monthly statements

The bank will provide monthly account statements on individual accounts and on a consolidated account basis. All accounts are on a monthly cycle. Timeliness is critical.

### a. Provide a sample statement.

Please find a sample of our monthly statements under Tab H in the Appendix section of our response.

### b. State when statements are available in paper and online?

The following table lists the mailing dates and online availability of statements and reconciliation reports.

Service option	Business days after cutoff: mailed	Business days after cutoff: available online
<b>DDA statements</b>	3 days	1 day
<b>Full reconciliation statement and reports</b>		
Month-end cutoff	6 days	4 days
Non-month-end cutoff	4 days	4 days
<b>Partial reconciliation statement</b>		
Month-end cutoff	2 days	1 day
Non-month-end cutoff	1 day	1 day

### c. Is the statement available online? Also in paper form? Is the report on the monthly CD, if one is provided?

Yes. Statements are available online and in paper form. We do not offer historical data on CD-ROM; however, you can access historical data through our online reporting service and receive it by direct file transfer.

### d. How long are statements maintained online?

Statements are available for up to 13 months (current month and prior 12 months) after their processing date.

### e. If the monthly CD contains the statement, will there be an additional fee for a paper statement?

Statements are available online and in paper form. We do not offer historical data on CD-ROM; however, you can access historical data through our online reporting service and receive it by direct file transfer. There is not an additional fee for paper statements.

### 13. Account executive

**To insure smooth contract implementation and continuation, a specific account executive and back-up must be assigned to the City account to coordinate services and expedite the solution of any problem. The account executive should meet with City staff semi-annually on banking matters.**

Acknowledged.

**a. Provide a structure for support to be provided by the bank. Explain how this support level will address problems and promote ongoing communications.**

No matter how many Wells Fargo products and services you use, you'll have just one number to call when you have an issue to resolve. Treasury Management Client Services has a centralized structure with a presence in all time zones. We hold the same high standards across our organization; all client service officers follow the same policies and procedures.

Our structure allows us to consolidate issue tracking and identify trends within your transactions, which helps us resolve your problems quickly – and helps to prevent the same problems in the future.

At times, your concerns may require the involvement of the Operations department. In these cases, a client service officer acts as your liaison in solving your wire transfer, ACH, or wholesale transmission issues.

**b. Confirm that the account representatives will respond to all City inquiries within one business day.**

We have established turnaround times for research and adjustments. The time it takes to respond to a request varies depending on the specific issue and on the type of transaction we are researching; in general, we complete research requests for transactions processed within the previous 180 days within three business days.

On average, we've met the commitment we've made to our customers 99.9% of the time\*.

\*Based on 2014 results.

When we set up your research case, we also establish the expected resolution time, which we meet for nearly 100% of cases.

#### Client Services performance results\*

Inquiries resolved	Team support
Within expected resolution time	99.9%
Same day	91.7%
Within three days	98.5%

\*Based on 2014 results.

**c. Provide the name and title of the proposed account executive and one backup.**

Your main contact and backup is Kenny Cavanaugh, business relationship Manager, and Jennifer Kay, business associate.

**d. Will this individual handle technical problems, questions, or changes? Daily operational difficulties?**

In most cases, client service officers can diagnose your problem and provide a solution on the first call. When necessary, though, a deeper level of support is immediately available.

**e. What kind of additional technical support is available after business hours and on weekends?**

Our Treasury Management Client Services representatives are available of Monday through Friday from 6:00 a.m. to 9:00 p.m. CT and Saturday from 8:00 a.m. to 6:00 p.m. CT.

Technical Support group personnel are available Monday through Friday from 7:00 a.m. to 8:00 p.m. CT. If you need transmission assistances, Wholesale Transmissions staff is available 24 hours a day, 7 days a week.

## **14. Overdrafts**

**Every effort will be made by the City to eliminate net aggregate daylight and overnight overdraft situations.**

**a. State the bank's policy regarding aggregate overdraft charges and the fees, if any.**

**Cap on fees**

There is no daily cap on overdraft fees.\*

**Interest assessed**

In those situations where an overdraft occurs in the funding account, we assess an interest charge on collected balance overdrafts, as well as a per item fee for each overdraft.

**Interest rate calculation**

The interest rate for the use of uncollected funds is based on our prime borrowing rate + 2%. The formula is:

$$\frac{(\text{average daily negative collected balance}) \times (\text{overdraft rate}) \times (\text{days in period})}{(360)}$$

**Fees: charged or offset**

Fees for the use of uncollected funds can be offset by the earnings credit allowance.

\*There is no daily cap on overdraft fees for wholesale accounts.

## 15. Stop payments

**The City currently averages one stop pay a month and requires a minimum six month stop pay period. An automated stop pay process is required.**

### **a. Describe the stop pay process.**

#### Stop methods

You have two options to submit stop payment orders: online through Stops-Images-Search or by electronic transmission (where you'll include information in your ARP issue file). With both methods, you can send stop payment requests 24 hours a day, 7 days a week — we'll process them in real time. You can make a request as late as 8:00 p.m. CT and still receive same-day posting.

#### Online

The system automatically reviews the previous 180 days and intraday teller-cashed activity to determine whether a requested check has paid. You can place stop payments on a maximum of 20 checks at one time. To place a stop payment on more than 20 checks at one time, you will contact Treasury Management Client Services for assistance.

#### By transmission

The system automatically reviews the previous 90 days and intraday teller-cashed activity to determine whether a requested check has paid.

### **b. How long will original stop pays remain in effect?**

Stop payments remain in effect for six months.

### **c. Can stop pays be renewed? How? For what periods?**

Yes. You can individually renew a stop payment on an as-needed basis through our online system or choose to use our renewal option. The renewal option lets you:

- Extend a stop payment for up to an additional six years (in 12-month increments)
- Predetermine a dollar threshold for automatic stop payment renewal
- Limit the number of times a stop payment is automatically renewed

### **d. Can a stop pay be cancelled? How?**

Yes. The City has the option to quickly and easily cancel a stop payment through our Stops-Image-Search service.

### **e. What is the deadline for same day action?**

You can make a request as late as 8:00 p.m. CT and still receive same-day posting.

**f. Will the online system verify if the check was cleared before accepting the stop pay?**

Yes. The system automatically reviews the previous 180 days and intraday teller-cashed activity to determine whether a requested check has paid.

**16. Company banking**

**Describe any program the bank has in place to benefit the employees of the City including services provided and applicable fees to the City or employee.**

**a. Is availability only for employees using direct deposit or on City employment alone?**

Our Wells Fargo At Work<sup>SM</sup> program is available to all employees of the City regardless if they use direct deposit or not. We have provided details to our program in the following question.

**b. List the services available to employees.**

Wells Fargo is pleased to offer the City our *Wells Fargo At Work* program. This employee benefits program is available exclusively for business customers of Wells Fargo at no cost to the City.

Our program provides a wide-array of financial offers, including preferred benefits and discounts on a variety of deposit, credit, mortgage, and other services. Educational seminars and tools are also available to support the financial well-being of your employees.

**For the City**

Offered at no cost to the City, the *Wells Fargo At Work* program benefits you by:

- Enhancing your benefit program, providing an additional recruitment and retention tool
- Encouraging employee direct deposit, which can make payroll easier and less costly
- Supporting you with customized marketing support, including brochures, flyers, payroll stuffers, and more

Your dedicated *Wells Fargo At Work* relationship manager helps implement the program, and serves as a single point of contact for the City and your employees (where available).

**For your employees**

The *Wells Fargo At Work* program offers a valuable package<sup>1</sup> of accounts and services designed to fit your employees' financial needs, including (but not limited to):

- An interest-earning checking account<sup>2</sup> with many ways to avoid the monthly service fee – including direct deposit of their salaries<sup>3</sup>
- Discounts on personal check orders

- No-fee cashier's checks and personal money orders
- Benefits on mortgages<sup>4</sup>, loans, and lines of credit<sup>5</sup>
- A free thank you gift of their choice after closing a qualified home purchase or refinance loan<sup>6</sup>
- Transfer fee discounts on Wells Fargo ExpressSend<sup>®</sup> service<sup>7</sup>
- Free access to Wells Fargo Online<sup>®</sup> with Bill Pay
- Convenient access to other Wells Fargo banking accounts and services, including Wells Fargo Insurance for auto, home, life, and renters insurance, along with identity theft protection plans\*
- Convenient 24 hours a day, 7 days a week access to their money — wherever they work or live — through nearly 6,200 banking locations and more than 12,000 Wells Fargo ATMs nationwide, plus Wells Fargo Phone Bank<sup>SM</sup> and Wells Fargo Mobile<sup>®</sup> Banking<sup>8</sup>

#### Financial education

*Hands on Banking* ([handsonbanking.org](http://handsonbanking.org)) is an interactive website with smart account management tools and expert guidance that gives your employees the knowledge and skills to manage their money to its best advantage.

Online money management tools help them track spending, create a budget, establish savings goals, and monitor their progress. They can also attend complimentary on-site financial seminars conducted by Wells Fargo on various topics including savings, credit, identity theft, and more (where available and with the City permission).

Please find footnotes to our employee banking packages legal disclaimer under Tab I in the Appendix section of our response.

## VI. Optional service

The City continues to investigate new services for inclusion under its banking services contract. These services are not currently required but will be evaluated in terms of availability, feasibility, service levels, services provided and charges for current, or future, use under the contract. The City will make its determination after receipt of the bids as to whether a particular service will be used initially or at all. If the service is initiated later in the contract period the services and charges stipulated in this proposal will be applied.

### 1. Stored value cards (pay cards)

The City currently does not utilize stored value cards but may consider it during the contract period especially for payroll. Users must have the ability to use the cards at point-of-sale as a debit card and/or for cash withdrawals at financial institutions and ATMs.

The purchasing ability of the cards must be limited to the stored value of the card. The City is authorized to assess fees from the user for issuing the stored value cards. The City must provide an opportunity for card holders to access the total amount of their funds either through ATM withdrawals or counter presentation without incurring a fee at the bank's own facilities.

The City will be responsible for marketing the use of the program and has total discretion on the distribution of the cards. The banking institution is required to provide card holders with all processing and transaction information. Services expected from the bank would include at a minimum:

- embossing, encoding and distributing cards as directed by City
  - provision of electronic statements to cardholders via online web access
  - administration of accounts: maintenance of accounts, application of funds, authorization of transactions, related tracking
  - customer service functions
- a. Does the bank provide pay cards or a comparable service? How long has this process been available?

Yes. As an alternative to issuing checks, the City can pay your employees electronically by crediting funds to a payroll card.

In partnership with MasterCard® IPS, we offer a MasterCard-branded debit card that cardholders can use to withdraw funds from more than 12,000 Wells Fargo ATMs. They can also obtain cash from more than two million non-Wells Fargo ATMs<sup>1</sup> (and other locations) worldwide that accept MasterCard.

Cardholders can also make over-the-counter (teller) withdrawals at nearly 6,200 Wells Fargo branch locations or any MasterCard-member bank.

<sup>1</sup>Fees may apply.

## How it works

### Enrollment

We will provide you with enrollment forms for your employees to complete during implementation. You'll then enter the information from the forms into our payroll card website. You can do this individually or in a batch with our Excel upload option. The enrollment forms must also be faxed or emailed to Wells Fargo within 24 hours.

Alternatively, you can direct your employees to our enrollment site to self-enroll.<sup>2</sup> This eliminates the need to fax or email the enrollment forms to us.

When a new cardholder is created in our system, a pseudo account number is assigned. The City will use this number to fund a card by ACH.

Each cardholder must provide the following information:

- Name
- Physical residential address
- Date of birth
- Social Security number
- Country of citizenship
- Additional documentation to verify his or her identify (if needed)

<sup>2</sup>The City must choose the online enrollment option during implementation.

### Card ordering

You can order initial cards online or by transmission.

Online orders can be placed one card at a time, or, for multiple cards, you can use our Excel batch upload feature.

To accommodate employees hired too close to payday for you to order permanent cards, we offer an instant issue service: You'll maintain a stock of cards to give to employees immediately.

During implementation, you will order an inventory of cards to have on hand. You will also set a threshold amount for automatic reordering of cards.

Before you hand out an instant issue card, sign on to the online site, select the instant issue card option, and complete the required fields. The City must provide cardholder information and disclosures to the cardholder at the time of instant issue, and the cardholder must pass identity verification, before funding can occur.

### Card funding

Each payroll period, you'll fund payroll cards electronically (using the pseudo account) as part of your regular direct deposit transmission.

You can fund instant issue cards by ACH or you can use our online instant funding option, where we will debit your Wells Fargo account on file (set up during implementation), and immediately fund the card.

### Reporting

#### The City

We offer standard payroll card and ACH reports as part of our payroll card service.

Paycard report	Description
<b>Funding</b>	Displays funding activity during the search parameters you select; it includes the funding amount and the cardholder name.
<b>Direct Deposit</b>	This daily downloadable report lists all new direct deposit accounts (pseudo DDAs) that we have assigned to the City's cardholders.
<b>ACH report</b>	<b>Online</b>
<b>ACH Customer Activity</b>	Previous day report that contains all ACH activity on your account, including settlement information, adjustment detail, and a summary of your return activity by account.
<b>ACH Return/NOC</b>	Intraday report that offers detailed information by ACH company ID for all ACH returns.
<b>ACH Origination</b>	Intraday report that includes summary information by ACH company ID for ACH files submitted for processing, detail on rejected or accepted, file confirmations, pre-edit rejects, and end-of-day rejects.

#### Cardholder

Cardholders can review their transactions almost immediately; activities and balances are updated in real time and are accessible through multiple channels.

Channel	Description
<b>Mail</b>	Cardholders can request to receive monthly paper statements that include all debits and credits posted to a card, including any fees assessed by Wells Fargo or others during the statement period.
<b>Automated IVR</b>	Cardholders can check their balances and transaction history by calling a toll-free number.
<b>Internet</b>	Cardholders can view balances, transactions, history, and monthly statements online at the cardholder customer service website. Statements include all debits and credits posted to a card, including any fees assessed by Wells Fargo or others during the statement period.
<b>Customer service</b>	Cardholders can check balances and transaction history by speaking with a customer service representative.*

Channel	Description
ATM	Cardholders can check card balances at any ATM displaying the MasterCard logo.

\*There is a charge if you contact customer service more than once per month; we recommend you use a different option.

Wells Fargo has offered a payroll card program since 2005. Our partner, MasterCard IPS, has offered payroll card services since 2009.

**b. How many customers use the service? Provide three comparable references for the service.**

We provide payroll card services to more than 500 customers, including internal Wells Fargo lines of business. Businesses and organizations across a wide variety of industries use our services including healthcare, education, government, insurance, and retail. We currently have one reference provided in the following table.

Reference*
<p><b>Patricia Lopez</b>  <b>Payroll Controller</b>  <b>Harlandale ISD</b></p> <p>210-989-4324  patricia.lopez@harlandale.net</p> <p>102 Genevieve Drive  San Antonio, TX 78214</p>

\*Confidential

**c. Which program (authorization mark) does your program use? (Visa, MasterCard (MC), etc.)**

Wells Fargo offers a MasterCard-branded payroll card.

**d. Describe the enrollment process. Is enrollment online and does it provide for batched and individual item processing?**

We will provide enrollment forms for your employees to complete during implementation. You will then input the information from the form into our payroll card website. You can do this individually or in a batch with our Excel upload option. The enrollment form must also be faxed or emailed to Wells Fargo.

Alternatively, you can direct your employees to our enrollment site to self-enroll. This will eliminate the need to fax or email the enrollment form to us.

**e. What are the costs associated with inactivity (dormancy) and when is dormancy triggered?**

The only cost to the City for a card that is not being used by the employee is a \$1.50 active card monthly base that would apply until the card reaches 11 months of inactivity.

A card remains active until the cardholder removes all value and closes the account. If there is no activity for 11 consecutive months, we will close the card due to inactivity.

If a card has a remaining balance, we send a check to the cardholder's address listed in our system. If the cardholder does not cash this check, Wells Fargo will handle the escheatment process.

**f. Describe your customer servicing. Is multi-lingual customer service staff available?**

Our technical support team members speak English and Spanish. In addition, Treasury Management Client Services can contact a language line for assistance with communication in other languages.

All documentation and help screens for the *CEO* portal are available in English only.

**The City customer service**

The City will contact our in-house centralized Treasury Management Client Services team for assistance with all of your treasury management products and services, including payroll card.

**Methods**

**Phone**

During business hours, the City can call Client Services and speak immediately with a client service officer, or choose to leave a voice mail; we'll return your call within two hours or right away the next morning. You also have the option to leave a voice mail 24 hours a day, 7 days a week.

**Email**

You can send secure email inquiries to Client Services in one of two ways: online or by using the City's email system.

To reach us after signing on to our secure portal, use the Contact Us link to submit an inquiry. We'll reply to you through our secure platform. We work entirely within this secure platform because, for example, even if you have a general question to ask us, we'll need your account number in order to research and respond.

If the City has your own secure email process, you can use it to contact us. When we receive your email, we'll convert it to our own secure email format. Doing this means that we won't be logging in to your platform.

### Cardholder customer service

Customer service for cardholders is provided by our processing vendor, MasterCard IPS.

#### Methods

##### Phone

Cardholders can contact a customer service representative for assistance.

##### IVR

Cardholders can check their balances and transaction history by calling a toll-free number.

##### Online

Cardholders can view balances, transactions, and history online at the cardholder customer service website.

#### **g. Will the bank handle the escheatment process for terminated employees?**

Yes. Wells Fargo will handle the escheatment process.

#### **h. Describe data transmission requirements and deadlines?**

Loading cardholder funds happens in the same elapsed time as ACH payroll processing. Card funds generally become available on the morning of the effective date of your payroll.

Typically, funding transactions are two-day settlement items, but we also offer one-day and same-day settlement options.

We update same-day ACH funding transactions several times throughout the day. Funds post depending on when we receive your file and on when the next ACH update occurs. For your cardholders' convenience, we suggest that you send same-day transactions as early in the day as possible so that the cards are funded quickly.

Online instant funding of existing cards is available. Funds will be debited from the City's designated Wells Fargo account and placed on the card for immediate use.

If you use instant issue cards with instant funding, funds are immediately loaded to the card.\*

\*If you fund instant issue cards by ACH, funds are loaded to the card as previously described.

#### Funding cutoff times

Customer input method	Two-day settlement	One-day settlement	Same-day settlement*
Direct transmission	11:00 p.m. CT	8:00 p.m. CT	8:00 p.m. CT
Online ACH service	8:00 p.m. CT	8:00 p.m. CT	6:00 p.m. CT

\*You must use Wells Fargo to settle ACH transactions.

**i. Define all services charged to the card holder and show the associated fees on Attachment A.**

Please find details of our price schedule in Schedule A under Tab D in the Appendix section of our response.

**2. Image lockbox**

**The City is investigating the use of an image lockbox for receipt and posting of utility bills. Currently this process is completed efficiently in-house but an evaluation of the process, its costs, and its impact will be made.**

**a. Describe fully the bank’s ability to provide an image lockbox service.**

You can direct payments accompanied by remittance documents (mainly business-to-business) to a wholesale lockbox at Wells Fargo for processing.

By using a lockbox to process your payments, you can accelerate funds collection and reduce in-house processing expenses. In addition, you can meet early deposit deadlines and benefit from improved cash forecasting, including intraday availability.

All of our sites<sup>1</sup> convert paper checks to electronic transactions which can speed collection of returned items and can lower fraud risk and improve transaction safety (such as exposure associated with transporting checks to a local banking store).

<sup>1</sup>Except Anchorage, Alaska.

**Our network**

Wells Fargo is one of the largest and most established providers of lockbox services in the nation. We’ve been processing lockbox payments since 1948.

You can choose from 19 sites strategically located across the United States. This broad coverage means your payments can arrive at our lockbox site — and we can begin processing them — a day or two sooner than if you use a more geographically distant site.

The following table shows the lockbox sites in our network.

Wholesale lockbox sites		
Anchorage, Alaska <sup>2</sup>	Denver	Phoenix
Atlanta	Des Moines, Iowa	Portland, Ore.
Baltimore	Los Angeles	Salt Lake City
Boston	Minneapolis	San Francisco
Charlotte, N.C.	Orlando, Fla.	Seattle
Chicago	New York	
Dallas	Philadelphia	

<sup>2</sup>Processing at Anchorage site is manual.

### Site information

Based on the information you provided, we recommend you use our Dallas lockbox site.

### Statistics

The following table shows our average monthly lockbox volumes for the past six months.

Lockbox location	Customers	Lockboxes	Items	Dollars	Images	Keystrokes
Dallas	2,178	2,397	897,287	\$7,948,678,758	3,840,546	35,044,046

### Deposit deadlines

We establish deposit deadlines, in large part, to meet local clearinghouse deadlines. The table below lists our deadline at our Dallas site. The City can choose the time that best meets your internal balance reporting or transmission requirements.

We include payments we receive after your established deadline (including any payments we process during the weekend or on a holiday), in the following business day's work.

Lockbox site	Deposit deadlines <sup>3</sup>
Dallas	7:00 a.m., 11:30 a.m., 4:00 p.m. Monday 5:00 a.m., 11:30 a.m., 4:00 p.m. Tuesday-Friday

<sup>3</sup>All times are local.

### Post office pickup schedule

The following table lists the post office pickup schedule (in local time) for your recommended site.

Holiday schedules vary by location. During the implementation phase of this project, we'll provide you with the holiday schedule for the location you select.

Post office location	Weekdays	Saturday	Sunday
Dallas Dallas Main Post Office	<b>a.m.</b> 3:00, 7:00 <b>p.m.</b> 8:00*, 11:00 *No 8:00 p.m. pickup on Friday	<b>a.m.</b> 5:00, 6:00, 9:00 <b>p.m.</b> No pickup	<b>a.m.</b> 2:00, 5:00, 9:00 <b>p.m.</b> 11:00

### Image options

When you use our image service, you'll have less paper to store and access to the information you need to research and apply payments. You can view images of all lockbox documents, including checks, remittance documents, correspondence, and envelopes. Internet, transmission, and DVD delivery options are available.

#### Use the internet

Our online image service helps you resolve exceptions, identify problem accounts, and satisfy customer service needs.

Images are available within 10 minutes<sup>2</sup> of your deposit deadline. As a standard, we archive images for seven years; however, we do offer shorter retention periods (90 days, one year, or two years) to customers who don't have a business need to access images for seven years.

You can search for transactions using various criteria (including keyed data) by entering either a single value or a range of values. Additionally, you can assign a payor name to a unique account number and routing transit number combination; this lets you search for payments from a particular payor.

<sup>2</sup>In Boston, images are available within two hours of your deposit deadline.

#### Download an image transmission file

We post a daily transmission file that contains images of your lockbox checks and any corresponding documents on a secure Wells Fargo website; from there, you can download it and then archive the images internally. You can choose the frequency of when you receive your file.

#### Intraday

A separate image file for each batch of work we process is available within two hours of your deposit cutoff in either a zip or a PDF<sup>3</sup> file. To view images from a zip file, you can use either our *WellsImage* Viewer software or your internal archive and a browser.

#### Next day

A consolidated zip file containing all of your images from the previous day is available by 6:00 a.m. CT the following business day. You can use your internal archive and a browser to view images.

<sup>3</sup>Requires Adobe Acrobat Reader software.

#### Receive a DVD

DVDs store a large amount of data indefinitely. We'll send them to you on a regular (monthly, semi-monthly, or weekly) basis.

#### Reports

Lockbox reports help you track and manage your cash flow more effectively. You can view availability and detail reports online.

When you're not near your computer, you can use your smartphone to access the availability report and view deposit totals for each of your accounts. A sample screen is shown in the following page.

Balance as of 04/03/2013	
Account	Deposits Total
XXXXXXXX156 ABC Company	N/A
XXXXXXXX164 ACME Trading Inc.	<u>835,206.99 USD</u>
XXXXXXXX203 Lorem Company LTD	N/A
XXXXXXXX544 Ipsum Trading Inc.	<u>84,277.86 USD</u>

04/03/2013 05:04 PM ET **Refresh**

### Optional features

#### Accounts receivable transmission

To help eliminate errors associated with manual entry, you can receive an electronic transmission of your remittance detail, and then use it to update your accounts receivable system, treasury workstation, or ERP platform automatically. Your file can include data from other sources such as wire and ACH.

We generate transmissions to your specifications for frequency and format, including standard BAI and EDI layouts. We offer customization for non-standard formats for an additional fee.

#### Multiple deposit processing

Using a single lockbox, you can collect payments efficiently and cost-effectively by using multiple deposit accounts. We sort your payments by location, line of business, or other criteria that you select, and prepare separate deposits for each of your accounts.

#### Credit card processing

If your customers provide credit card information, we'll process their payments by keying the information into our credit card processing application.<sup>4</sup> They can use any card with the Visa, MasterCard, American Express, or Discover logo.

During implementation, you'll provide processing instructions for handling situations such as partial payments, missing signatures, and post-dated or stale-dated checks. Any payment missing a credit card number, expiration

date, or amount is declined automatically. We do not support foreign currency or recurring payments.

<sup>4</sup>Credit card processing is not available in Boston.

#### Exception processing

Using our online decision tool<sup>5</sup>, you can submit additional processing information for payments that would normally be returned. We present images of each payment to you and give you two options:

- Accept it and enter any additional processing information (such as invoice data required to balance a transaction or missing required keyed data)
- Reject it and have us mail it to you

<sup>5</sup>Not available at all sites.

#### Virtual lockbox

You can integrate payments that arrive at your location with those we receive in your lockbox. Using an approved scanner, you can scan and submit transactions that have checks, invoices, coupons, and correspondence (up to 8 1/2" x 11"), and we'll process them using the same lockbox procedures currently in place for items we receive in the mail.

You'll receive same-day ledger credit for payments we receive prior to your submission deadline that is established during the implementation process. We process transactions we receive after your deadline (including any items we process during the weekend or on a holiday) in the following business day's work.

### **b. What and when is information available?**

#### Image options

When you use our image service, you'll have less paper to store and access to the information you need to research and apply payments. You can view images of all lockbox documents, including checks, remittance documents, correspondence, and envelopes. Internet, transmission, and DVD delivery options are available.

#### Use the internet

Our online image service helps you resolve exceptions, identify problem accounts, and satisfy customer service needs.

Images are available within 10 minutes<sup>4</sup> of your deposit deadline. As a standard, we archive images for seven years; however, we do offer shorter retention periods (90 days, one year, or two years) to customers who don't have a business need to access images for seven years.

You can search for transactions using various criteria (including keyed data) by entering either a single value or a range of values. Additionally, you can assign a payor name to a unique account number and routing transit number combination; this lets you search for payments from a particular payor.

<sup>4</sup>In Boston, images are available within two hours of your deposit deadline.

#### Download an image transmission file

We post a daily transmission file that contains images of your lockbox checks and any corresponding documents on a secure Wells Fargo website; from there, you can download it and then archive the images internally. You can choose the frequency of when you receive your file.

#### Intraday

A separate image file for each batch of work we process is available within two hours of your deposit cutoff in either a zip or a PDF<sup>2</sup> file. To view images from a zip file, you can use either our *WellsImage* Viewer software or your internal archive and a browser.

#### Next day

A consolidated zip file containing all of your images from the previous day is available by 6:00 a.m. CT the following business day. You can use your internal archive and a browser to view images.

<sup>2</sup>Requires Adobe Acrobat Reader software.

#### Receive a DVD

DVDs store a large amount of data indefinitely. We'll send them to you on a regular (monthly, semi-monthly, or weekly) b

### **c. Describe the implementation timeline.**

#### Customized plan

We approach implementations as a partnership. Our process is designed with your organization in mind, and is aligned with lines of business — we put you and your business needs first.

The Wells Fargo difference:

- You'll have dedicated implementation representation from beginning to end
- We won't just implement your lockbox service — we'll prepare a customized implementation plan based on specific size, scope, and complexity
- You won't get a one-size-fits-all approach
- We stay engaged with you throughout your implementation — and ongoing through our relationship; we'll continue to partner with you for your lockbox needs

Your assigned implementation coordinator works with internal bank partners and your staff to define and document requirements and determine our approach.

Implementation team members will meet with the City; together, we'll discuss and document presumptions, issues, and questions both parties have, and follow up with further meetings. We'll determine timelines for wholesale lockbox and related products and the responsibilities involved in meeting deadlines.

### Transmission testing

Depending on the services you need, Wells Fargo will build a transmission file and complete related tasks. The City will provide invoices, if applicable, to Wells Fargo, and will participate in the testing of the output file. Wells Fargo then builds your services on the product platforms.<sup>3</sup>

<sup>3</sup>The City agreement is required to move any transmission services into the production environment.

### Schedule

A sample timeline for wholesale lockbox and related products is below. This sample shows some crucial tasks, but may not be comprehensive; after we meet with you to discuss your needs, the timeline will be customized. The lead time represents the length of time it takes to make the service available to the City once your implementation coordinator gathers all of the necessary information from you and any internal sources.

#### Sample implementation project timeline

Product	Responsibility	Expected completion date	Actual completion date	Expected completion date status	Notes
<b>Wholesale Lockbox – 10 days</b>					
Review and confirm services	Wells Fargo / The City				
Provide sample invoices (for image quality)	The City				
Perform invoice testing	Wells Fargo				
Confirm photocopy service request <sup>4</sup>	Wells Fargo / The City				
Provide lockbox number and live date	Wells Fargo				
Perform image training	Wells Fargo / The City				
Finalize setup	Wells Fargo				

<sup>4</sup>We do not typically set up wholesale lockboxes for photocopy, but can work with you if you need this service.

**d. What level of technical assistance is the bank anticipating would be given to the City to implement the lockbox and design the remittance document?**

We'll assign an implementation coordinator to your project. This person will discuss with you and document expectations, issues, and questions both parties have about your setup. The implementation coordinator will then follow up with further meetings where you'll determine together timelines for specific products and agree on the responsibilities in meeting deadlines.

After we've gathered and verified all information and our processing site has the City's instructions, we'll supply to you specifics such as your lockbox number, go-live date, and PO Box address.

After your implementation is complete, your implementation coordinator will transition you to Treasury Management Client Services. This group will be your source for on-going support. Our Technical Services group will also be available to assist you throughout our relationship.

**e. When could the lockbox be implemented?**

Please refer to our sample implementation timeline in question c.

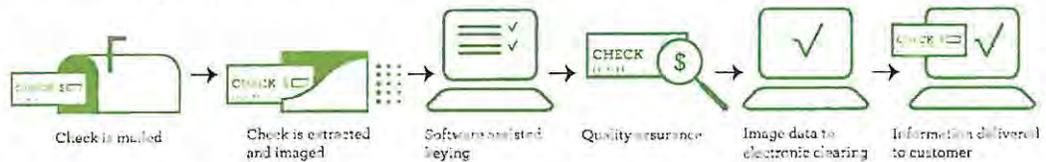
**f. Where is the chosen lockbox facility located? What address (city, not street or specific location) would be used for remittance on each?**

Based on the information you provided, we recommend you use our Dallas lockbox site.

**g. Describe the work flow and processing of payments.**

**How it works**

The following diagram shows the wholesale lockbox process flow.



**h. When is mail collected and delivered to the facility? How many times daily? How many hours of operation each day?**

The following table lists post office pickup schedules for each of our wholesale lockbox locations. All times are local to each location.

Holiday schedules vary by location. During the implementation phase of this project, we can provide you with the most current holiday schedule for the location or locations you select.

Post office location	Weekdays	Saturday	Sunday
Dallas Dallas Main Post Office	AM 3:00, 7:00 PM 8:00*, 11:00 *No 8:00 p.m. pickup on Friday	AM 5:00, 6:00, 9:00 PM No pickup	AM 2:00, 5:00, 9:00 PM 11:00

**i. Can the lockbox handle remittances paid by credit card? By cash?**

Yes. We process credit card payments received in your lockbox using the Wells Fargo Payment Gateway® service, an electronic payment capture service that enables secure payment authorization and settlement for credit cards and debit cards.

We request that your customers do not make cash payments to the lockbox. However, if they do, we have formal, documented procedures for handling cash.

**j. Describe the major components of your overall process including quality control checkpoints.**

**Workflow**

The workflow described below is a general explanation of how we process items received at a standard wholesale image lockbox. This workflow may vary somewhat from site to site.

Throughout this process, operators display your lockbox processing instructions either on their monitor or on paper, in order to view — and follow — your established instructions.

**Receive and sort mail**

Using either high-speed mail sorting equipment or manual processes, we separate mail addressed to your lockbox from mail addressed to other lockboxes.

We then batch the mail and place it into the bin designated for each customer-specific lockbox number until it is time for it to be taken to the processing area.

**Quality control**

To help ensure timely processing of payments, bins are coded according to deposit deadline.

When mail batches are taken to the processing area, we generally group them by desk or team to help ensure that the same operator or operators process the work and develop a familiarity with the processing instructions.

**Extract contents**

We open mail and extract the contents manually or by using automated mail opening equipment. An operator reviews the contents of the envelopes, separates the checks from the documents, and groups payments by payment type.

**Scan checks and capture data**

Using a desktop or standalone scanning device, an operator captures an image (in color or black and white) of each check and its MICR line data. Courtesy amount recognition/legal amount recognition (CAR/LAR) technology captures and validates the check amount.

**Quality control**

We perform a six-point quality control review of every check to verify the:

- Check contains a signature
- Payee
- Date
- Legal amount

- Numeric amount
- Routing and transit number (to verify U.S. dollars)

Our system uses both courtesy amount recognition (CAR) and legal amount recognition (LAR) technologies to capture the check amount. If the CAR and LAR amounts match, we continue with processing. If the amounts do not match, we forward the check to an operator for review and manual keying.

#### Scan remittance documents

An operator scans the remittance documents that correspond to the checks processed earlier. Some sites perform this step at the same time they scan check images.

We use work unit headers and trailers to prevent commingling batches of work. We also place transaction identification documents\* — which have unique bar codes — on each check and document to correctly associate checks with their related documents.

\* Some sites use an alternate method to keep work in the proper order.

#### Quality control

At sites using transaction identification documents, a scanner detects documents that are out of order and alerts the operator of the problem.

Prior to closing a completed batch of work, an operator verifies the first and last check in each batch; this helps ensure that checks from another lockbox are not comingled.

#### Input check data (if necessary)

A keying operator views images of items that fail our CAR/LAR confidence-level match. The operator views images of the items on the screen and keys the amount. If the amount does not match the amount that was captured earlier, the operator must reverse-key the amount. The operator also corrects missing or unreadable MICR line data.

#### Quality control

If the amount still does not match, we will require the check to be keyed manually a second time by a different keying operator.

If there is still a discrepancy, the operator will reject the check for further inspection. We will follow your instructions to either reprocess the check or send it back to you unprocessed.

#### Capture supplemental data (optional)

Based on specific field prompts established during the implementation process, we use both manual and robotic keying to capture data such as invoice number and customer name.

#### Quality control

Monitors display images of each transaction; your lockbox can be set up so that an operator views images (check, document, and envelope) of every transaction.

The system performs various data validations, including transaction balancing, field validations, and check-digit validations.

#### Create deposit file

Each site creates a file that contains the MICR data, check amount, and a digital image of each deposited check, then transmits the file to our processing department so that we can clear the checks electronically, either by image exchange or as image replacement documents.

#### Quality control

As your deposit deadline nears, we'll close the work, and then release the items to our processing department. Your deposit posts to your account at this time.

We generate systematic reports to notify us of possible out of balance conditions and place the affected deposit on hold until the condition is resolved.

#### Generate output

After your scheduled lockbox deposit deadline has passed, we generate your lockbox output.

#### Quality control

To keep track of outputs and ensure we meet deadlines, we maintain a log that identifies customers and their specific outputs.

#### Prepare package

We'll gather any unprocessed or rejected items and deliver them to you based on your instructions.

#### Quality control

Team members validate the contents of packages by ensuring printed reports match the address label on the package.

Additionally, we randomly review packages for correct contents and adherence to address and mail out instructions.

#### Manager oversight

Senior lockbox department team members collect and review random work samplings and report any problems to management for prompt resolution.

Managers hold weekly meetings with each other to discuss and review system records, and track errors to the individual processor; they use the information to identify additional training needs.

#### **k. Will City mail be processed on all shifts including weekends?**

Yes. We process post office pickups during weekdays and weekends.

**l. Is there a formal procedure for responding to and correcting errors and problems? Describe including average response time. Who is responsible for handling adjustments and error resolution?**

Because we credit all deposits processed through our lockbox network into Wells Fargo accounts, we are responsible for handling all adjustments and resolving any errors that may occur. This saves you from having to work with multiple institutions to resolve inconsistencies.

**m. Provide the names, contact names and telephone numbers of at least three comparable public lockbox clients.**

Out of respect for our customers' privacy, we do not provide references at this stage in the proposal process. We will be happy to provide references once you have identified us as a finalist in your selection process.

**n. In the case of system failure, what are the back-up arrangements for processing? What delays would be expected in such a situation?**

Wells Fargo has contingency plans in place for both minor and major system failures. Our qualified personnel can handle most simple repairs, but we have established maintenance agreements with all of our major hardware vendors. If a serious error or malfunction takes place, we contact the vendor, who is required to send a repair technician as soon as we report the trouble.

We can send the City's work to another site if needed. We have backup software programs for all customers, and can export images to other sites for remote data entry.

System malfunctions — small or large — are handled as expeditiously as possible, ensuring that we process your payments with minimal delay.

**o. Describe the data transmission process (BAI, 823, 820, or other) and provide all sample reports to be received. Is there full MICR capture?**

You can receive a detailed file transmission of previous day and intraday reporting data in BAI V2 format through our Direct BAI file transfer service. You can then automatically update your accounting, treasury workstation, or ERP system. The transmission timing is based on the City's requirements.

Additionally, through our consolidated receivables service, you can receive a transmission of combined remittance information for a variety of payment types including ACH, wire, lockbox, electronic deposits, card, and internet bill payments. You can choose to receive your information in one or more of our standard formats — ANSI 820, ANSI 823, BAI, modified NACHA, or flat file. We can also support most proprietary formats.

During processing, we electronically scan incoming payments to capture Optical Character Recognition (OCR) and MICR scanline data. We image the front and back of checks, and the front of associated remittance documents. Upon request, we can also image the back of remittances and envelopes.

We are happy to provide the City with a demo of our reporting capabilities.

**p. What is the earliest transmission time that information is available on the daily deposit(s)? Is this information available online?**

We work diligently to process mail items as quickly as possible; however, we cannot guarantee all items will be processed on a same-day basis unless you select the latest transmission time available. We begin lockbox processing early in the morning, but can receive mail from couriers at any time during the day.

Your transmission time is based on the deposit cutoff time you choose. Data transmissions are available within two hours of your deposit cutoff time.

If you choose the earliest transmission time available — and therefore the earliest deposit cutoff time — it is possible that some of your items will not be processed, deposited, and included in the transmission that day.

Any items that are not received and processed before your deposit cutoff time are held for processing on the next business day.

Our lockbox sites strive for same-day processing. If your goal is to maximize the number of items processed for ledger credit on a given day, we recommend a later transmission time so that more of your items are processed and deposited on a same-day basis.

Prior to the implementation of your lockbox services, your treasury management sales consultant will work with you to establish a transmission schedule that meets all of your requirements.

Deposit cutoff times and corresponding transmission times are included in the following table.

Lockbox site	Deposit cutoff times*	Transmission times*
Dallas†	5:00 a.m. 11:30 a.m. 4:00 p.m.	7:00 a.m. 1:30 p.m. 6:00 p.m.

\*All times provided are in local time.

†On Mondays only, 7:00 a.m. replaces 5:00 a.m. deposit cutoff and 9:00 a.m. replaces 7:00a.m. transmission time.

### **3. Printing utility bills**

**During the contract period, the City may be looking into using the depository to print and mail the City’s utility bills. Please indicate the bank’s level of interest in providing billing/mailing services.**

With our comprehensive print facilities, the City can streamline routine mailings and improve payment processing efficiency. We offer end-to-end design, print, and mail services to handle your monthly invoices, statements, and customer communications quickly, accurately, and cost-effectively.

Send us a data file and we compose, process, and execute the required printing, inserting, addressing, postage application, and quality control. We

complete the processing and mailing of your items within 48 hours of file receipt.

### Design and expertise

The City can improve invoice and statement effectiveness with expert design and data services. We'll help you create a statement design that achieves maximum customer readability and Optical Character Recognition (OCR) processing efficiency at the lockbox.

### Postage automation and savings

We perform a custom postal analysis and help the City identify ways to improve your data quality, and qualify your file for the highest presort discounts.

Services include Coding Accuracy Support System (CASS) and Presort Accuracy Validation and Evaluation (PAVE) address hygiene; presort first-class automation discounts for multiple page and weight statements; and manifest metering to expedite distribution and deepen postage discounts.

You can pay for postage with funds from your Wells Fargo account, or use our permit and settle postage with monthly billing.

### Fast, flexible inserting

Our inserters can handle standard #10s, 6x9", and flat 9x12" envelopes, and selectively insert based on the requirements indicated within your file. Additionally, our inserters fold and apply postage for optimal efficiency and automation.

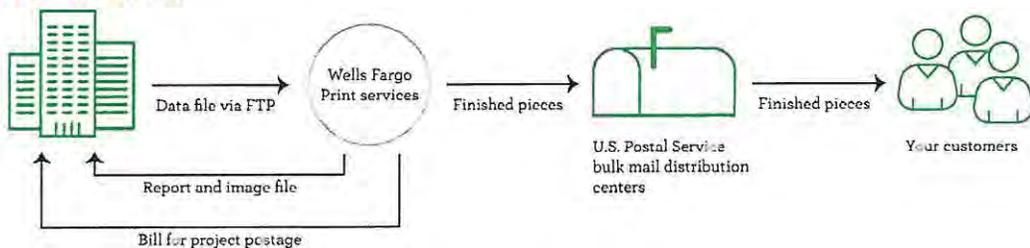
### Project imaging

You will have access to an indexed image file transmission for each print project you send us.

### Complete security and redundancy

Mitigate risk and support business continuity with access to multiple facilities across the U.S. located in Charlotte, North Carolina; Tempe, Arizona; and Shoreview, Minnesota. Our print sites have fully redundant connections and servers, and adhere to stringent security and disaster recovery policies so you can be confident in our handling of your sensitive data and communication needs.

### How it works





# AGENDA COMMENTARY

**Meeting Date:** 8/20/2015

**Department:** Finance

**Contact:** Junru Roland/Gabriel Simpson

**Agenda Item:** Consider a 3 year service agreement with Comcast (with 2 annual renewal options) for fiber optic/internet services; and authorize the City Manager to sign.

**Type of Item:**  Ordinance 1<sup>st</sup> Reading  Ordinance 2<sup>nd</sup> Reading  Resolution  Public Hearing  Discussion & Direction

**Summary:** Comcast Cable Communications Management, LLC (“Comcast”) provides fiber optic and internet services to the City of Alvin. Optical fiber is used by telecommunications companies to transmit telephone signals, internet communication, and cable television signals. The fiber connections and internet links provided by Comcast to the City of Alvin are used for the following:

- Transmission of data to the server for all city facilities
- Email transmission
- Phone system transmission
- Internet transmission

The current 3-year contract with Comcast expires in August, 2015; and provides for a monthly recurring charge of \$3,976.00. Staff is recommending that City Council approve a new 3-year contract with Comcast (with 2 annual renewal options) to provide fiber optic/internet services to the City of Alvin, with a monthly recurring charge of \$3,777.00. Should City Council elect not to renew the new contract with Comcast, the City could continue in the existing Comcast contract, at the higher monthly recurring rate of \$3,976.00.

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

**Budgeted Item:** Yes  No  N/A

**Account Number:** 613-2505-00-3290 **Amount** \$135,972.00

**Legal Review Required:** N/A  Required  **Date Completed** 8/12/2015

**Supporting documents attached:**

- Master Service Agreement
- Comcast Enterprise Services Sales Order Form

**Recommendation:** Approve the Service Agreement with Comcast, for 36 months, and authorize the City Manager to sign.

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

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

## COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT (MSA)

MSA ID#: TX-141432-BTuck	MSA Term: 60 months	Account Name: City of Alvin
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### CUSTOMER INFORMATION

Primary Contact: Gabriel Simpson	<u>Primary Contact Address Information</u>
Title:	Address 1: 216 W Sealy St
Phone: (281) 388-4313	Address 2:
Cell: (281) 881-4044	City: Alvin
Fax:	State: TX
Email: gsimpson@cityofalvin.com	Zip Code: 77511

This Master Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above Customer. The Agreement consists of this fully executed Master Service Agreement Cover Page ("Cover Page"), the Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), the Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted hereunder ("Sales Orders"). In the event of any inconsistency among these documents, precedence will be as follows: (1) this Cover Page (2) General Terms and Conditions, (3) PSA(s), and (4) Sales Orders. This Agreement shall be legally binding when signed by both parties and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.

The Customer referenced above may submit Sales Orders to Comcast during the Term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions. The General Terms and Conditions and PSAs are located at <http://business.comcast.com/enterprise-terms-of-service/index.aspx> (or any successor URL). Use of the Services is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at <http://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the High-Speed Internet for Business Privacy Policy (Privacy Policy) located at <http://business.comcast.com/customer-notifications/customer-privacy-statement> (or any successor URL). Comcast may update the General Terms and Conditions, PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website.

Services are only available to commercial customers in wired and serviceable areas in participating Comcast systems (and may not be transferred). Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Order, and early termination fees are identified in the applicable Product Specific Attachments.

**BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

### CUSTOMER SIGNATURE (by authorized representative)

Signature:

Name:

Title:

Date:

### COMCAST USE ONLY (by authorized representative)

Signature:

Sales Rep: Carl Sugden

Name:

Sales Rep Email: carl\_sugden@cable.comcast.com

Title:

Region: Houston

Date:

Division: West



# COMCAST ENTERPRISE SERVICES SALES ORDER FORM

Account Name: City of Alvin

MSA ID#: TX-141432-BTuck

SO ID#: TX-141432-BTuck-4168604

## CUSTOMER INFORMATION (for notices)

Primary Contact: Gabriel Simpson  
Title: \_\_\_\_\_  
Address 1: 216 W Sealy St  
Address 2: \_\_\_\_\_

City: Alvin  
State: TX  
Zip: 77511

Phone: (281) 388-4313  
Cell: (281) 881-4044  
Fax: \_\_\_\_\_  
Email: gsimpson@cityofalvin.com

Allowable Contract Date: \_\_\_\_\_  
Contract Generated Date: 06/01/2015

## SUMMARY OF CHARGES (Details on following pages)

### SUMMARY OF SERVICE CHARGES\*

Service Term (Months): 36

Current Ethernet Monthly Recurring Charges: \$ 3,976.00  
Current Trunk Services Monthly Recurring Charges: \$ 0.00  
Current Off-Net Monthly Recurring Charges: \$ 0.00  
**Current Monthly Recurring Charges (all Services): \$ 3,976.00**

Change Ethernet Monthly Recurring Charges: **-\$ 199.00**  
Change Trunk Services Monthly Recurring Charges: \$ 0.00  
Change Off-Net Monthly Recurring Charges: \$ 0.00  
**Change Monthly Recurring Charges (all Services): -\$ 199.00**

Net/Total Ethernet Monthly Recurring Charges: \$ 3,777.00  
Net/Total Trunk Services Monthly Recurring Charges: \$ 0.00  
Net/Total Off-Net Monthly Recurring Charges: \$ 0.00  
**Total Monthly Recurring Charges (all Services): \$ 3,777.00**

### SUMMARY OF STANDARD INSTALLATION FEES

Total Ethernet Standard Installation Fees\*: \$ 0.00  
Total Trunk Services Standard Installation Fees: \$ 0.00  
Total Off-Net Standard Installation Fees: \$ 0.00  
**Total Standard Installation Fees (all Services): \$ 0.00**

### SUMMARY OF CUSTOM INSTALLATION FEES

**Total Custom Installation Fee: \$ 0.00**  
Amortized Custom Installation Fee **\$ 0.00**

\*Note: Charges identified in the Service Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, USF fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fee prior to the installation of Service.

## GENERAL COMMENTS

## AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <http://business.comcast.com/enterprise-terms-of-service/index.aspx>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

### E911 NOTICE

Comcast Business Class Trunking Service may have the E911 limitations specified below:

- The National Emergency Number Association (NENA), a 911 industry organization that makes recommendations for standardized services relating to E911, has issued guidelines that state "The PBX owner is responsible for creating customer records, preferably in NENA standard format, that identify caller locations." To facilitate Customer's compliance with these guidelines and with associated state and local requirements related to provision of Automatic Location Information (ALI) for E911 services, Comcast offers two options:
  - Comcast will send to the ALI database or Subscriber Location Database (SLDB) the main billing telephone number and the main address provided by Customer; or
  - Customer may choose to sign up for up to 10 Emergency Location Information Numbers (ELINs) that Customer could assign to zones within Customer's premises that would be separately identified to the E911 call taker. The location information, such as a specific floor, side of a building, or other identifying information, could assist emergency responders to more quickly reach the appropriate location. Customer is solely responsible for programming its PBX system to map each station to one of these numbers, and for updating the system as necessary to reflect moves or additions of stations within the premises. Comcast will send the assigned ELINs to the ALI or SLDB database, as is appropriate.
- Many jurisdictions require businesses using multi-line telephone systems to program their systems to transmit specific location information for 911 calls. Customer bears sole responsibility to ensure that it identifies and complies with all such requirements. In any event, if Customer does not maintain E911 records in a timely and accurate manner, the E911 call taker may not receive proper location information, and emergency responders may be delayed or even prevented from timely reaching the caller's location.
- Battery Back Up - The Integrated Access Device (IAD) provided by Comcast is not equipped with battery backup. It is Customer's responsibility to ensure adequate back-up power is provided to ensure service continuity during a power outage, as employees would otherwise be unable to use the Services, including dialing 9-1-1, when power is unavailable.
- Calls using the Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- All questions should be directed to 1-800-391-3000. E911 Service, Private Branch Exchange, and Direct Inward Dial Service.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

## CUSTOMER USE ONLY (by authorized representative)

## COMCAST USE ONLY (by authorized representative)

Signature:	Signature:	Sales Rep:	Carl Sugden
Name:	Name:	Sales Rep E-Mail:	carl_sugden@cable.comcast.com
Title:	Title:	Region:	Houston
Date:	Date:	Division:	West



# COMCAST ENTERPRISE SERVICES SALES ORDER FORM

## ETHERNET SERVICES AND PRICING

**Account Name:** City of Alvin

**Date:** June 01, 2015

**MSA ID#:** TX-141432-BTuck

**SO ID#:** TX-141432-BTuck-4168604

**Short Description of Service:**

**Service Term (Months):** 36

### Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Comcast Metro	Performance Tier**	Tax Jurisdiction	Monthly	One-Time
1	Renew	Remove	EDI-NI-100	100 Mbps	City Hall 216 W Sealy St				Interstate	\$ 0.00	\$ 0.00
2	Renew	Remove	EDI-30	30 Mbps	City Hall 216 W Sealy St				Interstate	\$ 0.00	\$ 0.00
3	Renew	Add	EDI-NI-30	30 Mbps	City Hall 216 W Sealy St				Interstate	\$ 0.00	\$ 0.00
4	Renew	Add	EDI-30	30 Mbps	City Hall 216 W Sealy St				Interstate	\$ 867.00	\$ 0.00
5	Renew	Add	ENI10100	Port	Animal Shelter 550 W Hwy 6		Houston		Interstate	\$ 75.00	\$ 0.00
6	Renew	Add	ENI10100	Port	City Hall 216 W Sealy St		Houston		Interstate	\$ 75.00	\$ 0.00
7	Renew	Add	ENI10100	Port	EMS 709 E HOUSE ST		Houston		Interstate	\$ 75.00	\$ 0.00
8	Renew	Add	ENI10100	Port	Fire Department 302 W HOUSE ST		Houston		Interstate	\$ 75.00	\$ 0.00
9	Renew	Add	ENI10100	Port	Police Department 1500 S GORDON ST		Houston		Interstate	\$ 75.00	\$ 0.00
10	Renew	Add	ENI10100	Port	Public Services 1100 W HIGHWAY 6		Houston		Interstate	\$ 75.00	\$ 0.00
11	Renew	Add	ENS-BASIC-50	50 Mbps	Animal Shelter 550 W Hwy 6			See Matrix	Interstate	\$ 410.00	\$ 0.00
12	Renew	Add	ENS-BASIC-50	50 Mbps	City Hall 216 W Sealy St			See Matrix	Interstate	\$ 410.00	\$ 0.00
13	Renew	Add	ENS-BASIC-50	50 Mbps	EMS 709 E HOUSE ST			See Matrix	Interstate	\$ 410.00	\$ 0.00
14	Renew	Add	ENS-BASIC-50	50 Mbps	Fire Department 302 W HOUSE ST			See Matrix	Interstate	\$ 410.00	\$ 0.00
15	Renew	Add	ENS-BASIC-50	50 Mbps	Police Department 1500 S GORDON ST			See Matrix	Interstate	\$ 410.00	\$ 0.00
16	Renew	Add	ENS-BASIC-50	50 Mbps	Public Services 1100 W HIGHWAY 6			See Matrix	Interstate	\$ 410.00	\$ 0.00
17	Renew	Remove	ENI10100	Port	EMS 709 E HOUSE ST				Interstate	\$ 0.00	\$ 0.00
18	Renew	Remove	ENI10100	Port	City Hall 216 W Sealy St				Interstate	\$ 0.00	\$ 0.00

**Solution Charges**

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Comcast Metro	Performance Tier**	Tax Jurisdiction	Monthly	One-Time
19	Renew	Remove	ENI10100	Port	Fire Department 302 W HOUSE ST				Interstate	\$ 0.00	\$ 0.00
20	Renew	Remove	ENI10100	Port	Public Services 1100 W HIGHWAY 6				Interstate	\$ 0.00	\$ 0.00
21	Renew	Remove	ENI10100	Port	Police Department 1500 S GORDON ST				Interstate	\$ 0.00	\$ 0.00
22	Renew	Remove	ENI10100	Port	Animal Shelter 550 W Hwy 6				Interstate	\$ 0.00	\$ 0.00
23	Renew	Remove	ENS-BASIC-10	10 Mbps	EMS 709 E HOUSE ST				Interstate	\$ 0.00	\$ 0.00
24	Renew	Remove	ENS-BASIC-10	10 Mbps	City Hall 216 W Sealy St				Interstate	\$ 0.00	\$ 0.00
25	Renew	Remove	ENS-BASIC-10	10 Mbps	Fire Department 302 W HOUSE ST				Interstate	\$ 0.00	\$ 0.00
26	Renew	Remove	ENS-BASIC-10	10 Mbps	Public Services 1100 W HIGHWAY 6				Interstate	\$ 0.00	\$ 0.00
27	Renew	Remove	ENS-BASIC-10	10 Mbps	Police Department 1500 S GORDON ST				Interstate	\$ 0.00	\$ 0.00
28	Renew	Remove	ENS-BASIC-10	10 Mbps	Animal Shelter 550 W Hwy 6				Interstate	\$ 0.00	\$ 0.00
* Services Location Details attached **Performance Tier Matrix Attached						<b>Page Total</b>				\$ 3,777.00	\$ 0.00



# COMCAST ENTERPRISE SERVICES SALES ORDER FORM

## SERVICE LOCATION DETAIL INFORMATION

**Account Name:** City of Alvin      **MSA ID#:** TX-141432-BTuck      **SO ID#:** TX-141432-BTuck-4168604      **Date:** June 01, 2015

Line	Location Name / Site ID	Address 1	Address 2	City	State	Zip Code	DeMarc Location	Extend to DeMarc (Yes/No)	Inside Wiring (Yes/No)	Technical / Local Contact Name	Technical / Local Contact Phone #	Technical / Local Contact Email Address	Technical Contact On Site (Yes/No)	Satellite Location (Y/N)
1	Public Services	1100 W HIGHWAY 6		Alvin	TX	77511				Gabriel Simpson	(281)388-4313	gsimpson@cityhall.cityofalvin.com		No
2	EMS	709 E HOUSE ST		Alvin	TX	77511				Gabe Simpson	(281)388-4313	gsimpson@cityhall.cityofalvin.com		No
3	City Hall	216 W Sealy St	1st	Alvin	TX	77511				Gabriel Simpson	(281)388-4313	gsimpson@cityhall.cityofalvin.com		No
4	Animal Shelter	550 W Hwy 6	1st	Alvin	TX	77511				Gabriel Simpson	(281)388-4313	gsimpson@cityhall.cityofalvin.com		No
5	Fire Department	302 W HOUSE ST		Alvin	TX	77511				Gabe Simpson	(281)388-4313	gsimpson@cityhall.cityofalvin.com		No
6	Police Department	1500 S GORDON ST		Alvin	TX	77511				Gabe Simpson	(281)388-4313	gsimpson@cityhall.cityofalvin.com		No

**Comcast Enterprise Services Sales Order Form**  
**Ethernet Transport Services**  
**Performance Tier (PT) Matrix**

Metro	PA	CNM	CO	ETN	ATL	BOS	CHI	PHL	HOU	IND	JAC	MI	MAT	MTN	MN	NCA	OR	SFL	SCA	UT	WA	WNE
Central & Western PA (PA)	PT1	N/A	PT3	N/A	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT2
Central New Mexico (CNM)	N/A	PT1	N/A																			
Colorado (CO)	PT3	N/A	PT1	N/A	PT3	PT3	PT2	PT3	PT2	PT2	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT3	PT2	PT2	PT3	PT3
Eastern Tennessee (ETN)	N/A	N/A	N/A	PT1	N/A																	
Greater Atlanta (ATL)	PT2	N/A	PT3	N/A	PT1	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3							
Greater Boston (BOS)	PT2	N/A	PT3	N/A	PT3	PT1	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT4	PT4	PT2
Greater Chicago (CHI)	PT2	N/A	PT2	N/A	PT2	PT2	PT1	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2							
Greater Phil. & New Jersey (PHL)	PT2	N/A	PT3	N/A	PT2	PT2	PT2	PT1	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT2
Houston (HOU)	PT3	N/A	PT2	N/A	PT2	PT3	PT2	PT3	PT1	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3
Indiana (IND)	PT2	N/A	PT2	N/A	PT2	PT2	PT2	PT2	PT2	PT1	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2
Jacksonville (JAC)	PT3	N/A	PT3	N/A	PT2	PT3	PT2	PT3	PT2	PT2	PT1	PT3	PT3	PT2	PT3	PT4	PT4	PT2	PT4	PT3	PT4	PT3
Michigan (MI)	PT2	N/A	PT2	N/A	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT1	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2
Mid-Atlantic (MAT)	PT2	N/A	PT3	N/A	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT2	PT1	PT2	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT2
Middle Tennessee (MTN)	PT2	N/A	PT3	N/A	PT2	PT3	PT2	PT1	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT3						
Minnesota (MN)	PT3	N/A	PT2	N/A	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT2	PT1	PT3						
Northern CA (NCA)	PT4	N/A	PT2	N/A	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT1	PT2	PT4	PT2	PT2	PT2	PT4
Oregon & SW Washington (OR)	PT4	N/A	PT3	N/A	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT2	PT1	PT4	PT2	PT2	PT2	PT4
South Florida (SFL)	PT3	N/A	PT3	N/A	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT4	PT4	PT1	PT4	PT3	PT4	PT3
Southern California (SCA)	PT4	N/A	PT2	N/A	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT2	PT2	PT4	PT1	PT2	PT2	PT4
Utah (UT)	PT3	N/A	PT2	N/A	PT3	PT4	PT3	PT2	PT2	PT3	PT2	PT1	PT2	PT4								
Washington (WA)	PT4	N/A	PT3	N/A	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT2	PT2	PT4	PT2	PT2	PT1	PT4
Western New England (WNE)	PT2	N/A	PT3	N/A	PT3	PT2	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT4	PT4	PT1



# AGENDA COMMENTARY

**Meeting Date:** 8/20/2015

**Department:** Public Works

**Contact:** Brian Smith

**Agenda Item:** Consider authorizing the emergency expenditure of \$107,825.00 to Layne Christensen Company to repair and rehabilitate Water Well#6; and authorize the City Manager to sign.

**Type of Item:**  Ordinance 1<sup>st</sup> Reading  Ordinance 2<sup>nd</sup> Reading  Resolution  Public Hearing  Discussion & Direction

**Summary:** In 1978 Water Well #6 was drilled by Layne Christensen Company and last inspected in 1998 by Layne. Due to a loss of production and for routine maintenance, Water Well #6 was scheduled and budgeted to be pulled FY2014-15. In June 2015, Layne was selected through a formal quote process to pull the pump and motor for inspection. During the inspection process, using visual and video techniques, Layne was able to identify significant production loss. As a result of this inspection multiple repairs are needed to correct the production of this well. Water Well #6 is a large water source for the community and critical for the daily production demand. Staff request Councils approval for the emergency repair and rehabilitation of Water Well #6.

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

**Budgeted Item:** Yes  No  N/A

**Account Number:** 211-6001-00-3100 / 233-6001-00-9069 **Amount** \$107,825.00

**Legal Review Required:** N/A  Required  **Date Completed** 8/13/2015

**Supporting documents attached:**

- Scope of work and quote

**Recommendation:** Consider authorizing the emergency expenditure of \$107,825.00 to Layne Christensen Company to repair and rehabilitate Water Well #6; 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



August 6, 2015

Brandon Moody  
City of Alvin

Reference: Water Well 6 Repairs and Reinstallations

Mr. Moody

We have pulled 350' of 8"x1-1/2"x2-1/2" of pump from the above referenced well, hauled to motor to motor shop for inspection, disassembled the bowl, inspected the discharge head, and deliver the column assembly to your facility. We have bailed the oil from the well. We have also performed a down hole TV Survey on the well.

#### Motor

Motor is at the motor shop being inspect.

#### Pump Bowl

After disassembling the pump bowl we have found that the pump bowl had bronze shavings and impellers skirts are all worn out. The bronze bearings inside the pump bowl all show signs of significant wear. The pump bowl stages have deep cuts and are not sealing properly. The casting are very brittle and the integrity of the bowl have been compromise. The pump bowl is recommended to be replace with a Christensen Pump Bowl 11CMC designed at 800GPM@370'TDH

#### Column Assembly

The column pipe was inspected on site and it was determine that all the column pipe will need to be replace. Layne proceeded to deliver all the column pipe assembly to the City of Alvin chosen site.

#### Discharge Head

The discharge head can be reuse. Layne will need to recondition and paint the discharge head. The butt flange were the head couples with the column pipe, has major pitting in and it is recommended that it too will need to be replace.

#### Well

The well was drilled in 1978 by Layne Texas two piece, gravel pack water well. The material setting consists of 16" OD casing set to 558' below ground level (BGL), and 10-3/4" OD pipe

beginning from 457' BGL to 700' Below ground level, with 122' of continuous pipe base screen material with a .045 gauge slot opening.

Recommendation:

Our records indicate that the last time Layne has worked in this well was back in 1998. After reviewing the well video, most of the well screens are plugged and the Well 6 will need to be rehabilitated. Layne's recommendation is to sonar jet the well first to attempt to loosen the encrustation in the well screens first, then Layne recommends to mechanic wire brush the well the upper casing for 4 hours, and then mechanically brush the screen and liner for 15 hours and then airlift from 675 to 700' BGL for a total of 20 hours and then an additional 10 hours through the well screens. Layne was able to reach total depths of 675 and the records indicated that the total depth is 700' BGL.

Once the well has been mechanically clean, Layne will conduct a follow up downhole camera survey to inspect the screen openings and the rest of the well. Layne has also provided if needed a 20% Phosphoric acid chemical treatment if needed after the second survey. During this process Layne will insert the chemical mixture through the well screen using a double disk surge block and spot the mixture in the screen area only. Once the acid chemistry is downhole, Layne will agitate the well screens for total of 6 hours and then begin to airlift and neutralize the acid above ground prior to discharge.

Once the acid treatment is completed we will conduct a third downhole camera survey to verify the well screens and then proceed only if the chemical treatments is done a super chlorination of the well using a 500 PPM application of Sodium Hypochlorite that well be spotted using a double disk surge block and agitated through the well screens and then pumped out with the permanent pumping equipment after installation

Layne values its longstanding relationship with the City of Alvin. Please review this information and contact me if you have any questions or comments. Also please feel free to contact Ron Ramsey as Layne and Ron are both committed to serving the water resource needs of City of Alvin.

Sincerely,  
Layne Christensen Company

*Ron L. Ramsey*

Ron Ramsey  
Account Manager

CC: Cristian Rivera, PMP, Layne, Sr. Project Manager



Liability notice:

Proper well rehabilitation requires the use of strong chemical agents and mechanical techniques that impart higher than normal stresses on the well. This is necessary to effectively disperse and distribute the chemicals and breakdown any mineral build up, formation impaction, bio-fouling and encrustations that maybe blocking the pore space within the well and surrounding formation and preventing the water from entering the well in an efficient manner. Layne will use standard industry practices available to rehabilitate the well. However, it is possible due to poor construction practices, poor construction materials, pre-existing conditions, etc. that damage may occur. Impairment is very unlikely, and rarely occurs, but should such events such as gas production, increased sand production, reduced capacity, casing damage, surface subsidence, water quality changes or complete well failure occur, Layne Christensen will not be held liable for any damage what so ever for events mentioned above should such events occur.



Up to Date

1. Pulling, Disassemble, Downhole Camera Survey and Inspect	Up To date	\$ 5,800.00
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Rehabilitation

1. Sonar Jet Well	<b>Lump Sum</b>	\$4,400.00
2. Hauling/Transport Rehab material	<b>Lump Sum</b>	\$900.00
3. Rehab - Brush Well	<b>Lump Sum</b>	\$4,100.00
4. Rehab - Air Lift/Jetting	<b>Lump Sum</b>	\$9,000.00
5. Downhole Camera Survey	<b>Lump Sum</b>	\$1,200.00
6 Acid Treatment	<b>Lump Sum</b>	\$37,600.00
7. Downhole Camera Survey	<b>Lump Sum</b>	\$1,200.00
8. Chlorine Treatment	<b>Lump Sum</b>	\$4,500.00
9. Haul New Pumping Equipment	<b>Lump Sum</b>	\$1,000.00

	Qty		Units	Unit Price	Ext Price
10. Install Permanent Pumping Equipment					
Labor	1	LS		\$5,200.00	\$5,200.00
New Christensen Pump Bowl	1		Ea.	\$8,100.00	\$8,100.00
New 350' of 8" x2.5"x1-.5" Column Asy	1		LS	\$23,700.00	\$23,700.00
Recondition Head	1		Ea.	\$2,100.00	\$2,100.00
8" Hanger Flange	1		Ea.	\$1,900.00	\$1,900.00
Airline	350		Ft	\$2.50	\$875.00
PVC	350		Ft	\$1.00	\$350.00
Gauges, Airline Tree	1		LS	\$100.00	\$100.00
Banding , Clips	1		LS	\$100.00	\$100.00
Miscellaneous	1		LS	\$300.00	\$300.00



	Sub-Total	\$42,725.00
11. BT Sampling	<b>Lump Sum</b>	\$800.00
12. Performance Test	<b>Lump Sum</b>	\$400.00
	Estimated Price	\$107,825.00

Our estimate is valid for 30 days and is subject to the attached Terms and Conditions. Our terms and conditions are hereby incorporated by reference and constitute a part of this estimate. Please contact your Layne representative if you have any questions.

Regulated by The Texas Department of Licensing and Regulation  
P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-7880

**CLIENT**

**CONTRACTOR**

\_\_\_\_\_

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

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

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

\_\_\_\_\_ Layne Christensen Company

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

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

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



## TERMS AND CONDITIONS

**LIABILITY OF CONTRACTOR:** Contractor shall not be liable for any bodily injury, death or injury to or destruction of tangible property except as the same may have been caused by the negligence of Contractor. In no event shall Contractor be liable for any delays or special, indirect, incidental or consequential damages. Purchaser agrees that the total limit of Contractor's liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate amount due to Contractor for services rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Contractor within one (1) year after Contractor's completion of work hereunder.

**INSURANCE:** Contractor shall provide workers' compensation insurance, public liability and property damage insurance covering the employees and operation. Purchaser, at its option, may maintain such insurance as will protect it against claims arising out of the work.

**PRICE ADJUSTMENT:** Any cost estimates or time frames stated herein are subject to equitable adjustment in the event of differing or unforeseeable conditions, changes in applicable laws after the date of this contract, unforeseeable delays or difficulties caused by acts of God, Purchaser or any third parties. Prices of goods acquired by Contractor from others shall be adjusted to reflect Contractor's price in effect at time of shipment. The price of Contractor's goods will be adjusted to the price in effect at time of shipment in accordance with Contractor's current escalation policies or as specifically covered in this contract.

**TERMS:** Payment due upon receipt of invoice. For extended projects, Contractor shall submit invoices on a monthly basis for any and all work completed and materials or equipment provided during the previous month. Past due invoices shall be subject to a delinquency charge of one and one-half percent (1 1/2%) per month (eighteen percent (18%) per annum) unless a lower charge is required under applicable law, in which case the lower rate shall apply. Purchaser agrees to pay all collection fees, attorney's fees and costs incurred in the collection of any past due amounts arising out of this contract. Contractor shall have the right to immediately terminate this contract without further liability if Purchaser fails to make timely payment or otherwise materially breaches this contract.

**MATERIAL SHORTAGES AND COST INCREASES:** If any portion of materials or equipment which Contractor is required to furnish becomes unavailable, either temporarily or permanently, through causes beyond the control and without the fault of Contractor, then in the case of temporary unavailability any completion time frames shall be extended for such period of time as Contractor shall be delayed by such above-described unavailability, and in the case of permanent unavailability Contractor shall be excused from the requirement of furnishing such materials or equipment. Purchaser agrees to pay Contractor any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the substitute which is then reasonably available.

**DELAYS:** If Contractor is delayed at any time in the progress of work by labor disputes, fire, unusual delays in transportation, unavoidable casualties, weather, or any cause beyond Contractor's reasonable control, then any completion time frames shall be extended by a reasonable period of time, at least equal to the period of delay.

**CHANGED CONDITIONS:** The discovery of hazardous waste, substances, pollutants, contaminants, underground obstructions or utilities on or in the job site, which were not brought to the attention of Contractor, prior to the date of this contract will constitute a materially different site condition, entitling Contractor, at its sole discretion to immediately terminate this contract without further liability.

**Surface Water Discharge:** As part of the work performed at the location above, Contractor will release test pump or development water to storm water drainage ditches or other locations as determined by Purchaser in the vicinity of the site. It is the Purchaser's responsibility to insure that the discharge area selected will be of sufficient size and type to handle the volume and flow of the discharge. Any additional costs related to the disposal of fluids will be charged to the Owner. All solutions from chemical treatment will be contained, hauled and disposed of by Contractor. Under the Clean Water Act, Federal Law prohibits discharged fluids from entering waterways of the United States without appropriate permit and/or authorization.

**GUARANTEE AND LIABILITY:** Contractor warrants that its labor supplied hereunder shall be free from defect and shall conform to the standard of care in effect in its industry at the time of performance of such labor for a period of twelve (12) months after substantial completion of Contractor's work. Contractor agrees, to the extent it is permitted, to pass on any warranties provided by the manufacturers of materials and/or equipment furnished under this contract. Contractor itself provides no warranty, express, implied or otherwise, on any such materials or equipment. Contractor will not be responsible for: work done, material or equipment furnished or repairs or alterations made by others.

*For any breach hereunder, Contractor shall be liable only for the value of the installation work or, if it wrongfully fails to install, then its liability is limited to the difference between the contract price herein, and the value of other similar installation work. If Contractor's breach damages any materials or equipment furnished hereunder, Contractor shall only be liable for the value of such materials or equipment. Under no circumstances will Contractor be liable for any other similar or dissimilar damages or losses whether due to delay, failure to furnish or install, delay in installation, defective material or equipment, defective workmanship, defective installation, delay in replacing, nor for any cause or breach whatsoever, in any event. Contractor's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the total contract price. No materials, equipment or services contracted herein carries any guarantees not mentioned in this contract. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.*

**TITLE AND OWNERSHIP:** In case of default on Purchaser's part, Contractor shall have the right to enter the premises upon which any material or equipment furnished herein have been installed and retake such goods not then paid for and pursue any further remedy provided by law, including recovery of attorney's fees and any deficiency to the maximum extent and in the manner provided by law. Such materials and equipment shall retain their character as personal property of Contractor until payment in full is received by Contractor, regardless of their mode of attachment. Unless prior specific written instructions are received to the contrary, surplus and replaced materials and equipment resulting from repair or installation work shall become property of Contractor.

**DELIVERY:** Shipment schedules and dates, expressed or implied, are contingent on normal conditions. Contractor will not be responsible for any delays in shipment or completion caused by factors beyond its control such as, but not limited to, suppliers failures, accidents, work stoppages or operation of or changes in the law. Shipments will be made as promptly as Contractor's ability to obtain materials and/or equipment and scheduling will permit. No delay in shipments or variances from shipping schedule shall be cause of cancellation or any claim for damage. Any changes in layout or design requested after acceptance of this contract will be made at Purchaser's additional cost. Any such change and/or time taken to supply engineering data or to approve drawings will automatically extend shipping schedules. Equipment will be shipped "knocked down" to the extent Contractor considers necessary, with small parts stripped from equipment and crated. On and after delivery to the carrier for transportation to the Purchaser's site, Purchaser shall be responsible for all loss or damage to materials or equipment due to any cause, including but not limited to loss or damage resulting from casualty.

**INDEMNIFICATION:** Purchaser agrees to indemnify and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorney's fees and other costs of defense) asserted and/or filed by Purchaser or any third party (ies), including without limitation Purchaser's employees, and arising out of or as a result of: (i) the presence of Contractors or its subcontractors at the job site, (ii) the work performed by Contractor or its subcontractors, or (iii) any negligent act or commission of Purchaser, its employees, agents, consultants, other contractors or any person or entity under Purchaser's control; except to the extent that such claims, demands, causes of action, liabilities or costs are caused by the negligence of Contractor or its subcontractors.

**INTERPERATION:** This contract shall be governed by and construed in accordance with the laws of the state of the job location. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions herein (or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this contract shall be valid and enforceable to the fullest extent permitted by law.



**ASSIGNMENT & SUBLETTING:** Purchaser shall not have the right to transfer or assign its rights and/or obligations under this contract to any third party, related or unrelated, without the express written consent of Contractor. Contractor shall have the right to transfer, assign or sublet all or any portion of its rights or obligations hereunder, but such transfer, assignment or subletting shall not relieve Contractor from its full obligations to Purchaser unless such transfer, assignment or subletting is pursuant to the sale of Contractor, or the division of Contractor responsible for this contract, to a third party.

**MISCELLANEOUS:** The terms and conditions set forth herein constitute the entire understanding of the parties relating to the work to be performed, and materials and equipment to be provided, by Contractor for Purchaser. All previous proposals, offers, and other communications relative to the provisions of the subject work, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein. Any modifications or revisions of any provisions herein or any additional provisions contained in any purchase order, acknowledgement, or other form of the Purchaser are hereby expressly objected to by Contractor and shall not operate to modify this contract. This contract shall take effect upon acceptance and execution by both parties.



# DWT O.L. INSPECTION REPORT



CUSTOMER: City of Alvin WELL NAME: No. 6 JOB # 35057 DATE: 8/4/2015

## BOWL INFORMATION

MANUFACTURE: Floway MODEL: 12 LKL SIZE: 12" STAGES: 7  
 IMPELLER # 545555 TOP TRIM: 8.620 BOTTOM: 9.200 NO. OF VANES: 7  
 SHAFT SIZE: 1.687 X 98.5/16 TURN BACK: 1-1/2" X 2.1/4 THREADS: 10 TPI PIN LINE: Stuck  
 STICK-UP: 8 X 16 BEARING SIZE: 2-1/2" BEARING MAKE: Floway  
 DISCHARGE SIZE: 8" BUTT  NPT  SUCTION SIZE: 8" BUTT  NPT  PUMP O.A.L.: 8

## CONDITION OF BOWLS

STAGE	SUC.	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
CASTING CONDITION	Bad															
IMP SKIRT O.D.		5.250	5.250	5.248	5.240	5.240	5.200									
SKIRT HOUSING I.D.	5.380	5.380	5.380	5.380	5.380	5.380	5.380									
TOTAL CLEARANCE	5.380	0.130	0.130	0.132	0.140	0.140	0.180									
MANUFACTURE CLR'	0.000	0.000	0.000	0.000	0.000	0.000	0.000									
BEARING I.D.	1.687	1.687	1.687	1.687	1.687	1.687	1.687									
BEARING CLEARANCE	0.000	0.000	0.000	0.000	0.000	0.000	0.000									
BEARING CONDITION	Worn															

IS BOWL ASSEMBLY REBUILDABLE? No BOLTING MATERIAL: \_\_\_\_\_ REUSABLE? No

**REMARKS:** The impellers are worn out, Major pits on the impellers  
 Impellers are very thin and cannot be shaved in order to overhaul pump bowl  
 The bowl castings have several signs of pitting and major deep cuts.  
 The bowl stages are not sealing properly and water is evident has begun to deteriorate the castings.  
 Bowl castings are very brittle



Brittle Casting

SS Collets are deteriorating

PIC 5

PIC 6

PIC 7

PIC 8

## MOTOR REPORT

MOTOR W/ PUMP? Yes BONNET W/ MOTOR? Yes SERIAL# NA373-4 MODEL# Dising B  
 MANUFACTURE: Newman CD: \_\_\_\_\_ DRIVER BORE: 1-1/2" BUSHING SIZE: X  
 KEY WAY: 3/4" H.P. 125 R.P.M. 1775 VOLTS: 460 AMPS: 149  
 PHASE: 3 FRAME: RX405TP NUMBER OF LEGS: \_\_\_\_\_ MEG OHMS: \_\_\_\_\_ PREM. EFF.?

**REMARKS:** Motor send over to bench test, code motor C type: D.P. 60 HZ need new motor shaft with nut 1 1/2" x 49" x 10 THD at bottom, 3/8 key way, and new motor shaft and nut are needed

PIC 1

PIC 2

PIC 3

PIC 4



# DOWNHOLE VIDEO SURVEY REPORT

Survey No: 1 Job No: 35057 Date: 8/3/2015

Client: City of Alvin Well 6

Well site Location: \_\_\_\_\_ Well No: 6

Casing (in) 16 Depth of Casing 568 Screen Size (in): 10.75 Under Ream Size (in): 30

Zero Point: Ground Level CamBoom  Rig Block:

Guide Settings : S.W.L. 159.2 Oil Present: Yes

DVD Made: Yes  No  Well Back Flushed: \_\_\_\_\_

**SURFACE CASING CONDITIONS**

Scale Drift Heavy casing Yes Moderate Moderate Yes Slight Slight \_\_\_\_\_ Yes

Breaks \_\_\_\_\_

Top Of Liner 458 Offset \_\_\_\_\_ Power Onsite: \_\_\_\_\_

**LINER AND SCREEN CONDITIONS**

From	To	Liner or Screen	Ft/Sec	Condition	% Plugged
568.7	579.7	Screen	11.0		100%
582.1	619.7	Screen	37.6		100%
622.1	660.1	Screen	38.0		
662.5		Screen still in fill			
			0.0		
			0.0		
			0.0		
			0.0		
			0.0		
			0.0		
			0.0		
			0.0		
			0.0		
			0.0		

Total Screen Area 86.6 Age of Well 37

Reason for Survey Initial Survey

Total Depth 700 Depth Reached 675 Fill 25 ft.

**WATER RESOURCES**

.....



## DOWNHOLE VIDEO SURVEY REPORT

### Additional Remarks and Recommendations

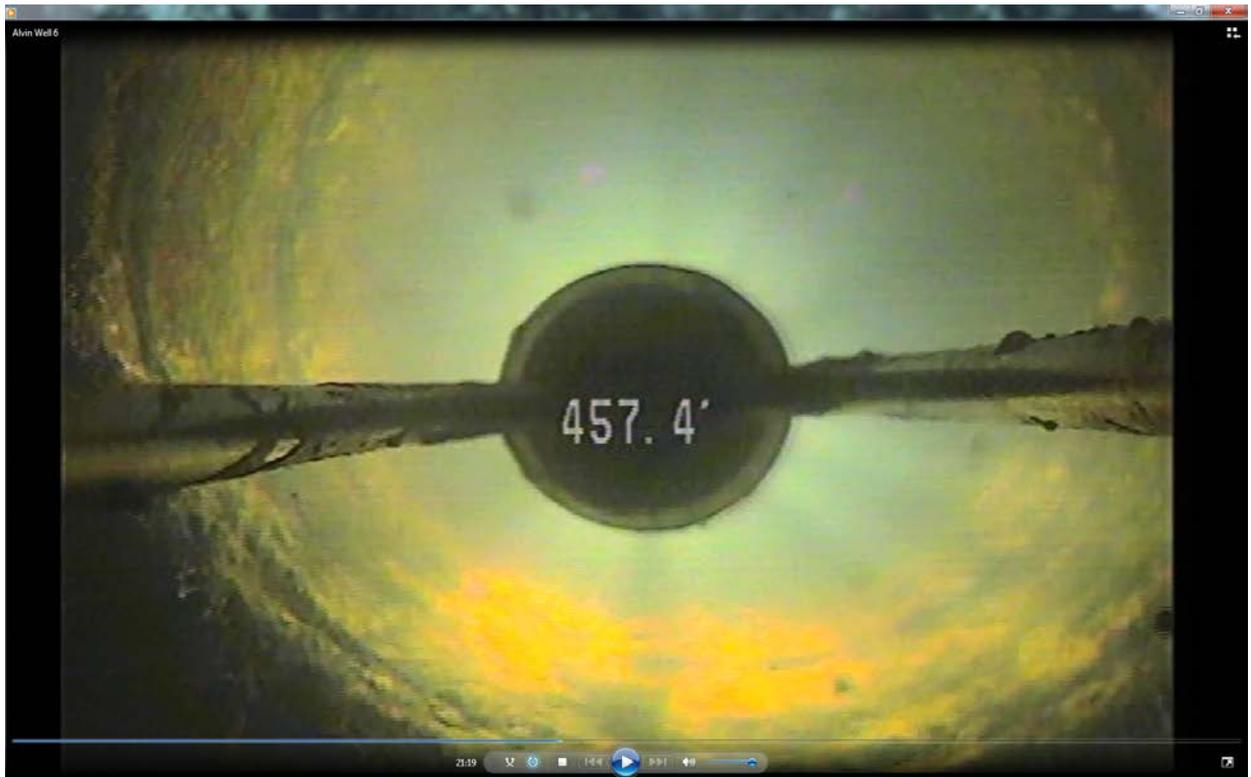
All well screens holes are plugged with a few that are slightly open in the middle screen, water is cloudy

### Well Description

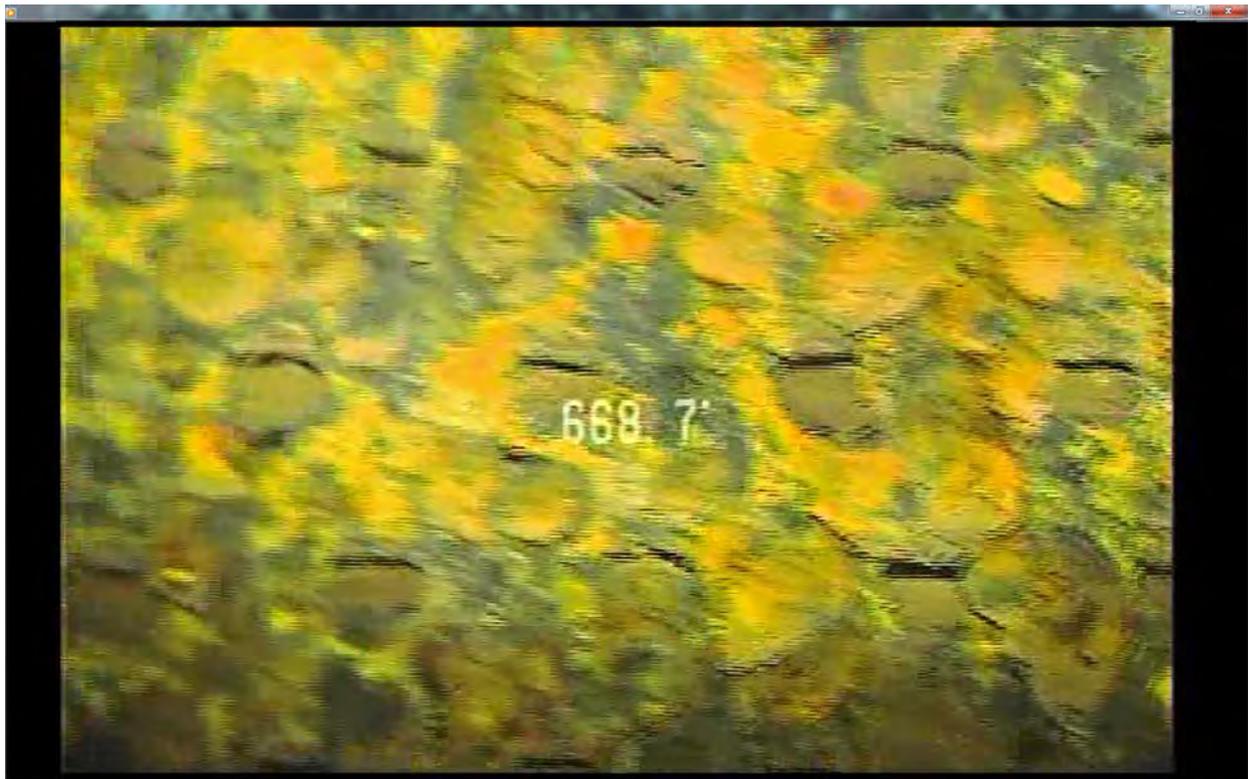
The well was drilled in 1978 by Layne Texas two piece, gravel pack water well. The material setting consists of 16" OD casing set to 558' below ground level (BGL), and 10-3/4" OD pipe beginning from 457' BGL to 700' Below ground level, with 122' of continuous pipe base screen material with a .045 gauge slot opening.



## WATER RESOURCES







<b>Technician</b>	Andrew Miller	<b>Account Manager</b>	Ron Ramsey
<b>Project Manager</b>	Cristian Rivera	<b>Operations Manager</b>	Jeff Seeger



**TOTAL PUMP SETTING: 350**

**CUSTOMER:** City of Alvin **WELL NAME:** No. 6 **JOB #** 35057 **DATE:** 8/4/2015

**HEAD AND PARTS**

**DISCH. HEAD MAKE:** Floway (Cast Iron) **DISCH. SIZE:** 8" **BASE SIZE:** 22" SQR **GOOD (CLEAN & PAINT)**  **BAD**   
**LANDING NIPPLE SIZE:** 8" X **BUTT**  **NPT**  **CONDITION:** Bad, pitted (Adjustable)  
**HEAD SHAFT:** X **MATERIAL:** C-1045 **THRDS:** 10 TPI **KEY WAY:**  **CONDITION:** Bad, Worn  
**2PC. SHAFT?** No **SIZE:** X **MATERIAL:**  **THRDS:**  **CONDITION:**   
**HEAD TUBE:** X **MAKE:** Floway **CONDITION:**   
**2PC. TUBE?**  **SIZE:** X **MAKE:**  **CONDITION:**   
**STR. ASSEMBLY MAKE:**  **SIZE:** X **GOOD**  **BAD**  **REBUILDABLE?**   
**PARTS BUCKET W/ PUMP?** Yes **SPECIFY:** 24 3/4 x 3.750, 24 5/ x 3.750, one tension B  
**OIL POT W/ PUMP?** No **GOOD (CLEAN & PAINT)**  **BAD**

**REMARKS:** Need new 1-1/2" x 2-182"x12TPI LH Floway tension bearing and 2-1/2" "O" ring for stuffing box and new bolts.



**COLUMN PIPE**

<b>PIPE SIZE:</b> <u>N/A</u> <b>X</b> <u></u> <b>BUTT</b> <input type="checkbox"/> <b>NPT</b> <input type="checkbox"/> <b>OTHER</b> <input type="checkbox"/>	<b>TOTAL:</b> <u></u>	<b>#GOOD:</b> <u></u>	<b>#BAD:</b> <u></u>
<b>PIPE SIZE:</b> <u></u> <b>X</b> <u></u> <b>BUTT</b> <input type="checkbox"/> <b>NPT</b> <input type="checkbox"/> <b>OTHER</b> <input type="checkbox"/>	<b>TOTAL:</b> <u>0</u>	<b>#GOOD:</b> <u></u>	<b>#BAD:</b> <u></u>
<b>PIPE SIZE:</b> <u></u> <b>X</b> <u></u> <b>BUTT</b> <input type="checkbox"/> <b>NPT</b> <input type="checkbox"/> <b>OTHER</b> <input type="checkbox"/>	<b>TOTAL:</b> <u>0</u>	<b>#GOOD:</b> <u></u>	<b>#BAD:</b> <u></u>
<b>PIPE SIZE:</b> <u></u> <b>X</b> <u></u> <b>BUTT</b> <input type="checkbox"/> <b>NPT</b> <input type="checkbox"/> <b>OTHER</b> <input type="checkbox"/>	<b>TOTAL:</b> <u>0</u>	<b>#GOOD:</b> <u></u>	<b>#BAD:</b> <u></u>

**REMARKS:** Column pipe assembly was delivery to client's facility, all will need to be replace

PIC 1	PIC 2	PIC 3	PIC 4



# AGENDA COMMENTARY

**Meeting Date:** 8/20/2015

**Department:** Fire & EMS

**Contact:** Rex Klesel, Fire Chief

**Agenda Item:** Consider an Interlocal Agreement with Hillcrest Village for Fire and Emergency Medical Services (EMS); and authorize the City Manager to sign.

**Type of Item:**  Ordinance 1<sup>st</sup> Reading  Ordinance 2<sup>nd</sup> Reading  Resolution  Public Hearing  Discussion & Direction

**Summary:** The Fire Chief and the EMS Director have successfully negotiated a five year agreement with Hillcrest Village for fire protection and emergency medical services. Under the current agreement, Hillcrest Village pays \$40,000.00 per year, which is \$10,000.00 per quarter. Under the new proposed agreement, Hillcrest Village will pay \$42,000.00 per year, which will be \$10,500.00 per quarter.

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

**Budgeted Item:** Yes  No  N/A

**Account Number:** \_\_\_\_\_ **Amount** \_\_\_\_\_

**Legal Review Required:** N/A  Required  **Date Completed** 8/12/2015

**Supporting documents attached:**

- 2015-2020 Agreement

**Recommendation:** Move to approve an interlocal agreement with Hillcrest Village for Fire and EMS Services; and authorize 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

**AGREEMENT FOR FIRE PROTECTION & EMS SERVICES  
BETWEEN THE CITY OF ALVIN  
AND  
THE CITY OF HILLCREST VILLAGE**

**STATE OF TEXAS**                   §  
   §  
**COUNTY OF BRAZORIA**       §

**I.  
PARTIES TO THE AGREEMENT**

This Agreement is entered into by and between the City of Alvin, Texas (the “City”), a municipal corporation of Brazoria County and the City of Hillcrest Village, Texas (“Hillcrest”), a general rule city of Brazoria County, acting through their duly authorized Mayors pursuant to the terms of the Texas Government Code, Section 791.001 et seq., known as the “Interlocal Cooperation Act.”

**II.  
TERM OF THE AGREEMENT**

This Agreement shall become effective on October 1, 2015, and shall continue in effect until September 30, 2020, unless terminated earlier as provided below in Article VI.

**III.  
CITY PERFORMANCE**

The City of Alvin Volunteer Fire Department shall operate a fire fighting operation and the City’s Emergency Medical Service shall operate an emergency medical first responder program to the citizens of Hillcrest. The City agrees to use its best efforts in carrying out its duties under this Agreement, and represents that the quality of the fire protection and suppression services and the emergency services provided will be equal to the services provided to the citizens of Alvin.

The parties agree and acknowledge that the City shall in its sole discretion determine the manner in which to perform and deliver the services.

The City shall provide services within the city limits of Hillcrest.

**IV.  
HILLCREST OBLIGATIONS**

In consideration of the City's performance of this Agreement, Hillcrest shall compensate the City Forty Two Thousand Dollars and no/100 (\$42,000.00) each year of the term of this Agreement pursuant to Article V – 'Method of Payment' of this contract.

**V.  
METHOD OF PAYMENT**

The parties agree that Hillcrest shall remit payment to the City of Alvin in quarterly installments, with the initial payment of Ten Thousand Five Hundred Dollars and no/100 (\$10,500.00) due on or before December 31, 2015. Additional installment payments of Ten Thousand Five Hundred Dollars and no/100 (\$10,500.00) shall be due on or before March 30, June 30, and September 30, of each corresponding year unless terminated earlier as provided below in Article VI.

In the event either party terminates the Agreement during the term, Hillcrest shall pay the installment amount due on a pro rata basis (the percentage of the term completed as of the termination date) on the next installment date or the date of termination, whichever is earlier.

The City of Alvin shall have sole discretion to determine how these funds are expended.

**VI.  
NOTICE OF TERMINATION**

Either party to this Agreement may terminate the Agreement by providing ninety (90) day's written notice to the Mayor of the other party.

**VII.  
CHANGES AND AMENDMENTS**

Except as otherwise specifically provided, any change in the terms of this Agreement shall be made by an amendment in writing, and signed by both parties.

**VIII.  
COMPLIANCE WITH LAW**

The City shall comply with all regulations applicable to volunteer fire departments and to emergency medical operations as applicable and with all federal, state and local laws and regulations applicable to this Agreement. In the event of a conflict between such laws and regulations and the terms of this Agreement, precedence shall be given to the laws and regulations.

**IX.**  
**LEGAL AUTHORITY**

The City of Alvin represents that it possesses the practical ability and legal authority to enter into this Agreement, receive and manage the funds authorized by this Agreement, and to perform the services the City is obligated to perform hereunder.

The City of Hillcrest Village represents that it possesses the practical ability and legal authority to enter into this Agreement and to pay the funds authorized by this Agreement.

- (1) The person signing this Agreement on behalf of the City warrants that he/she has been duly authorizing by the City to execute this Agreement on behalf of the City and to bind the City to all terms herein set forth.
- (2) The person signing this Agreement on behalf of Hillcrest warrants that he/she has been duly authorized by Hillcrest to execute this Agreement on behalf of Hillcrest and to bind Hillcrest to all terms herein set forth.

**X.**  
**LIABILITY**

Nothing in this Agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice & Remedies Code, or other law.

Neither the City of Alvin nor the City of Hillcrest Village may waive or limit any grounds or basis of immunity or limitation of liability as a political subdivision or as a volunteer or emergency organization (as the case may be), including, but not limited to, the Texas Tort Claims Act, Chapter 101, Civil Practice & Remedies Code, or other law.

**XI.**  
**NO ASSIGNMENT**

This Agreement shall not be assigned by either party regarding delivery of necessary fire protection and suppression services or other emergency services by the City.

**XII.**  
**ORAL AND WRITTEN AGREEMENTS**

All prior oral and written agreements relating to the subject matter of this Agreement have been reduced to writing and are incorporated in this Agreement.

**XII.**  
**ENTIRE AGREEMENT**

This agreement shall take the place of and supersede any previous agreements. It shall only be amended in writing and signed by both parties.

**IN WITNESS THEREOF**, the parties have caused the Agreement to be duly executed on this the \_\_\_\_\_ day of August, 2015.

**HILLCREST VILLAGE**

**CITY OF ALVIN**

By: \_\_\_\_\_  
Tom Wilson, Mayor

By: \_\_\_\_\_  
Paul A. Horn, Mayor

**ATTEST**

**ATTEST**

By: \_\_\_\_\_  
City Secretary

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



# AGENDA COMMENTARY

**Meeting Date:** 8/20/2015

**Department:** City Clerk's Office

**Contact:** Dixie Roberts, City Clerk

**Agenda Item:** Accept the resignation of David Ives from the Parks and Recreation Board and consider the appointment of a new member.

**Type of Item:**  Ordinance 1<sup>st</sup> Reading  Ordinance 2<sup>nd</sup> Reading  Resolution  Public Hearing  Discussion & Direction

**Summary:** The City Charter states that the Parks and Recreation Board shall be composed of seven (7) members. These members are to be residents of the City of Alvin, and a qualified voter. Members are appointed to serve a 2 year term.

Mr. Ives recently submitted his resignation notice. He was appointed to the board in December, 2014. The replacement member selected by Council will serve out the remainder of the term left vacant by Mr. Ives through December 2016. Current members are: Dwight Rhodes, Cindy DeJongh, Shala Rios, Chris Hartman, Terrie Beasley, and Jeanette Stuksa.

Three residents have submitted an application to serve on the Parks Board. Their information is included the packet for Council's consideration.

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

**Budgeted Item:** Yes  No  N/A

**Account Number:** \_\_\_\_\_ **Amount** \_\_\_\_\_

**Legal Review Required:** N/A  Required  **Date Completed** [Click here to enter a date.](#)

**Supporting documents attached:**

- Resignation from David Ives
- Applicant Information

**Recommendation:** Move to accept the resignation of David Ives from the Parks and Recreation Board and appoint \_\_\_\_\_ to fill the unexpired term.

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

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

-----Original Message-----

From: David Ives - email

Sent: Monday, June 29, 2015 4:39 PM

To: Dan Kelinske

Subject: Parks Position

Dan, effective immediately I resign my position with the parks board. I have enjoyed my time serving the city. I am grateful for the opportunity.

Sent from my iPhone

**CITY OF ALVIN**  
**Parks & Recreation Board Applicant Information 8/20/15**

First Name	Last Name	Employment	Occupation	Resident of Alvin	Board to Re-Serve	Notes Provided on Consent and Willingness to Serve Form
Ray "Bunky"	Jordan	Construction	Self-Emp.	4 years	Parks	<i>Applied 12/9/14. Not appointed in Dec. 14.</i> My family and I enjoy visiting the parks, in and around, Alvin. I feel that preserving open, green space is important for both the Community and for families. I feel that the Alvin Park and Recs department holding family type events in parks are very important and create a unity within the community. In the last 4 years, while living in Alvin, my wife and I have been members of the Alvin-Manvel Area Chamber of Commerce, and I am a member of the Alvin Sunrise Rotary; currently serving as Sergeant in Arms on the Board. I have owned and operated an independent construction business with my wife for going on 18 years; with this experience, I feel I have the organization and budgeting skills that may help the Park and Rec's department, along with my passion for the love of the outdoors, in addition to wanting to preserve the Alvin Parks so that the community may enjoy them for a long time to come.
Debra	Palin	Paraprofessional - PED	AISD	19 years	Parks	<i>Applied 12/9/14. Not appointed in Dec. 14.</i> I have raised my children in this community and would like the opportunity to give back to the community. I have served as president and vice president of a local Little League Football Club.
Jamie	Vaughn	Commercial Services Mgr.	Research Fumigation Co.	25 years	Parks	<i>Applied 8/12/15 .</i> I'm interested in contributing to the Parks Board, as well as, continuing to improve and promote the parks within the City of Alvin.

**Board Member Expiration Overview**

***1 vacancy to fill the unexpired term of David Ives through December, 2016.***

Spoke with applicants who applied in Dec. 14 to verify their continued interest in serving on the board.



# AGENDA COMMENTARY

**Meeting Date:** 8/20/2015

**Department:** City Clerk's Office

**Contact:** Dixie Roberts, City Clerk

**Agenda Item:** Consider resale of trust property located at 704 W. Willis St., described as Alvin No 1, Block 6, Lot 2-S/84'Lot 9; (.2399 acres); Tax Account 1235-0031-000, to Jigar Sandesara, for the sum of \$8,100.00.

**Type of Item:**  Ordinance 1<sup>st</sup> Reading  Ordinance 2<sup>nd</sup> Reading  Resolution  Public Hearing  Discussion & Direction

**Summary:** This property was subject to a sheriff's sale because of the taxes owed against it. The sheriff's deed was filed on 12/21/12. Jigar Sandesara is now offering to purchase the parcel for \$8,100.00. This item was brought before City Council on May 21, 2015. Council unanimously agreed to accept the \$9,100.00 offer by Mr. Sandesara. All affected governing bodies must approve this offer since it is for less than the total amount due. Apparently another taxing entity did not agree to the original offer of \$9,100.00; therefore the process has to start all over. Mr. Sandesara has submitted a new offer of \$8,100.00 for this property.

If this offer is approved the amount received will be distributed to all taxing entities on a pro-rated share of what is owed. The City of Alvin will receive 28.2% of the offer which totals \$2,284.00.

**Budgeted Item:** Yes  No  N/A

**Account Number:** \_\_\_\_\_ **Amount** \_\_\_\_\_

**Legal Review Required:** N/A  Required  **Date Completed** [Click here to enter a date.](#)

**Supporting documents attached:**

- Tax Resale Information

**Recommendation:** Move to approve resale of trust property located at 704 W. Willis St., described as Alvin No 1, Block 6, Lot 2-S/84'Lot 9; (.2399 acres); Tax Account 1235-0031-000, to Jigar Sandesara, for the sum of \$8,100.00.

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

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



## Brazoria County Tax Office

Ro'Vin Garrett, PCC  
Tax Assessor-Collector

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

Rec  
8/3/15

Wednesday, July 29, 2015

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

**Re: See Attached**

Dear Sirs/Madams:

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

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

Property tax resale data is as follows:

Tax suit number-21073\*T02  
Legal description- ALVIN NO 1 (ALVIN), BLOCK 6, LOT 2-S/84' LOT 9 ACRES .2399  
Court adjudged- \$50,260.00  
Total taxes due- \$33,151.34  
City of Alvin taxes due- \$9,368.33  
Bid/Offer- \$8,100.00

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

If you have any questions, please contact me at 979-864-1886

Kind Regards,

A handwritten signature in black ink, appearing to read "Nicholette Reynolds".

Nicholette Reynolds



**Tax Resale Property Information**

RESALE MEETING OF:

July 28, 2015

**Legal Description:** ALVIN NO 1 (ALVIN), BLOCK 6, LOT  
2-S/84' LOT 9  
ACRES .2399

**Physical Address:** 704 W WILLIS ST

**Account Number:** 1235-0031-000

**In Trust To:** CITY OF ALVIN

**Adjudged Value:** \$50,260.00

**Minimum Bid at Sale:** \$24,435.90  
\$12,218.00 PR 12-2-14

**Offer:** **\$8,100.00**

**Offer made by:** JIGAR SANDESARA

**Sheriff's Deed Filed:** 12/21/2012

**Redemption Expiration:** 6/21/2013

**Post Judgment Taxes:** \$7,859.06

**Post Judgment Years:** 2010-2012

**City weed/demo liens:** UNKNOWN

**Land Value: (Current)** \$18,290.00

**Improvement Value:(Current)** \$29,110.00

**Previous Owner:** **JAMES A. PUGH**

**Precinct:** 3

**School District:** ALVIN ISD

**Vote:**

	<u>AYE</u>	<u>NAY</u>
R. Garrett	X	
C. Garner	X	
Judge Sebesta	X	
S. Adams	X	
Civil Div. Rep.	X	

**Notes:** PBFM representative present

**BID ANALYSIS**

<b>Cause Number:</b>	21073*T02	<b>Account Number:</b>	1235-0031-000
<b>Offer Amount:</b>	\$8,100.00	<b>Value \$:</b>	\$47,400.00
<b>Person Offering:</b>	<b>JIGAR SANDESARA</b>	<b>Adjudged Value\$:</b>	\$50,260.00

**Judgement Information**

Taxing Entity	Tax Years	Amount Due
BC	2000-2009	\$2,894.73
Alvin ISD	2000-2009	\$12,706.00
Alvin Comm College	2000-2009	\$1,579.06
Alvin C & R #3	2000-2009	\$980.24
City of Alvin	2000-2009	\$7,132.25
	<b>Total</b>	<b>\$25,292.28</b>

**Costs**

Court Costs	\$941.00	Sheriff Fees	\$1,079.93
Publication Fees	\$171.00	Research Fees	\$175.00
Ad Litem	\$437.50	Recording fee's	\$33.00
	Liens		
Cost of Deed		Deed file date	
	<b>Total</b>		<b>\$2,837.43</b>

**Post Judgement Information**

Taxing Entity	Tax Year's	
BC	2010-2012	\$1,276.21
Alvin ISD	2010-2012	\$3,425.78
Alvin Comm College	2010-2012	\$516.30
Alvin C & R #3	2010-2012	\$404.69
City of Alvin	2010-2012	\$2,236.08
	<b>Post Judgment Total</b>	<b>\$7,859.06</b>

**Proposed Distribution**

<b>Offer Amount</b>	<b>Costs &amp; J</b>
\$8,100.00	\$28,129.71
<b>Net to Distribute \$</b>	<b>-\$20,029.71</b>

BC	11.45%	\$0.00
Alvin ISD	50.24%	\$0.00
Alvin Comm College	6.24%	\$0.00
Alvin C & R #3	3.88%	\$0.00
City of Alvin	28.20%	\$0.00



1 Property with Geographic ID matching "12350031000"

ALVIN NO 1 (ALVIN), BLOCK 6, LOT 2-S/84' LOT 9

Property ID 181121

Geo ID 1235-0031-000

Owned by CITY OF ALVIN IN TRUST

Address 704 W WILLIS ST , ALVIN

[Full Details](#)



## 1235-0031-000 S/84' Lot 9 Pct. 3

Print Date: 07/28/2015  
Image Date: 01/24/2015  
Level: Community



# 1235-0031-000 Lot 2 Pct. 3

Print Date: 07/28/2015  
Image Date: 01/24/2015  
Level: Community