

City of Alvin, Texas

Paul Horn, Mayor

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



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

ALVIN CITY COUNCIL AGENDA THURSDAY, SEPTEMBER 3, 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 droberts@cityofalvin.com 48 hours prior to the meeting time. City Hall is wheel chair accessible and a sloped curb entry is available at the east and west entrances to City Hall.

NOTICE is hereby given of a **Workshop** and **Regular Meeting** of the **City Council** of the **City of Alvin, Texas**, to be held on **Thursday, September 3, 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 zoning.
4. **ADJOURNMENT**

REGULAR MEETING AGENDA

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

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF MINUTES**
 - A. Approve minutes of the August 13, 2015 City Council workshop meeting.
 - B. Approve minutes of the August 20, 2015 City Council workshop meeting.
 - C. Approve minutes of the August 20, 2015 City Council regular meeting.
4. **PETITIONS OR REQUESTS FROM THE PUBLIC**
5. **REPORTS FROM CITIZENS BOARDS, COMMISSIONS, AND COMMITTEES**
6. **PUBLIC HEARINGS (NONE)**

7. **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.

A. 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; second reading.

8. **MATTERS REMOVED FROM CONSENT AGENDA**

9. **OTHER BUSINESS:**

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

A. Consider a variance request from Hope Clinic to waive the Site Plan and Drainage Plan requirement of Section 21-28; Sidewalks Section 21-42; Non-conforming Structures Section 35-20(b); and Building Permit Fees Section 5-4(b) of the Code of Ordinances, for a building addition to their nonprofit dental clinic located at 3373 E. Highway 6.

B. Consider Ordinance 15-R, adopting the budget for the City of Alvin, Texas for Fiscal Year 2015-2016; directing the City Clerk to post a copy of the budget on the City of Alvin website; and setting forth other provisions related thereto; first reading.

C. Consider Ordinance 15-S, levying a property tax rate for the year 2015 and to direct the Tax Assessor-Collector to assess, account for, and distribute the property taxes as herein levied; first reading.

D. Consider Ordinance 15-N, establishing no parking zone along both sides of the entire length of Briscoe Drive (formerly Nature's Way) and establishing a no parking zone along the north side of Stadium Drive between Dover Circle and College Drive; authorizing staff to provide appropriate signage; providing for a penalty and publication; and setting forth other provisions related thereto; first reading.

E. Consider a final plat for Achille Estates, being a subdivision of 2.50 acres (located along CR 529 near Cardinal Drive) out of tracts 48 and 29 of the Wellman Subdivision in section 25, A.C.H. & B. Company Survey, abstract 412, Brazoria County, Texas according to the plat as recorded in volume 8, page 622, Deed Records, Brazoria County, Texas.

F. Consider a Final Plat for Page Estates a 0.425 acre tract of land (northwest corner of W. House Street and Hardee Street) being all of lots 1 and 2 and part of lots 3 and 4, block 6 of Disney's Addition to Alvin No. 1, according to the plat as recorded in volume 5, page 46, Deed Records, Brazoria County, Texas and with consideration of variances to the City's Code of Ordinances Section 21-37(a) Setback and Section 21-37(b) Lot Size.

G. Acknowledge receipt of the 2014 tax year Annual Report for Tax Increment Reinvestment Zone Number Two City of Alvin (Kendall Lakes TIRZ).

H. Consider Addendum No. 3 for a one (1) year agreement renewal with American Janitorial Services for janitorial services of City facilities for an amount of \$61,680.00; and authorize the City Manager to sign.

- I. Consider Addendum No. 1 for a one (1) year agreement renewal with De Leon & Son Lawn Services, Company for manicured mowing services of various city owned properties in an amount not to exceed \$101,085.00; and authorize the City Manager to sign.
- J. Consider Addendum No. 2 for a (1) one year agreement renewal with LTS Lawncare for lawn maintenance services of selected City owned parkland in an amount not to exceed \$32,227.91; and authorize the City Manager to sign.
- K. Consider proposal with T.F. Harper and Associates L.P. for the construction of a picnic pavilion at Talmadge Park in an amount not to exceed \$29,906.00; and authorize City Manager to sign.
- L. Consider an agreement with Clear the Air Cooling and Heating for the Heating Venting and Air Conditioning removal and installation at the Senior Center in an amount not to exceed \$15,194.00; and authorize City Manager to sign.
- M. Consider proposal from Garland/DBS, Inc. to replace the flat roof portion and repair to standing seam roof at the Alvin Senior Center in an amount not to exceed \$32,733.00; and authorize City Manager to approve the purchase order for this expenditure.

10. REPORTS FROM CITY MANAGER

- A. Review preliminary list of items for the Council meeting of September 17, 2015.
- B. Items of Community Interest.

11. 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.

12. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code on THURSDAY, August 27, 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
SPECIAL MEETING AND WORKSHOP MEETING
CITY COUNCIL MEETING
THURSDAY AUGUST 13, 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 a Special Meeting Session at 7:00 P.M. in the Downstairs Conference Room at City Hall, with the following members present: Mayor Paul A. Horn, Mayor Pro-tem Adam Arendell; 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; Robert E. Lee, Police Chief; Brian Smith, Public Services Director; Dan Kelinske, Parks & Recreation Director; Junru Roland, Chief Financial Officer; Julie Siggers, CVB Director.

INVOCATION

Ms. Breland gave the Invocation.

PLEDGE OF ALLEGIANCE

Council member Richards led the Pledge of Allegiance.

Council member Reed led the Pledge to the Texas Flag.

PETITIONS OR REQUESTS FROM THE PUBLIC

There were no petitions or request from the public.

SPECIAL MEETING ITEMS:

Discuss and consider Ordinance 15-O; amending Chapter 28, Comprehensive Fee Ordinance; to amend certain sections of solid waste collection and disposal provisions and certain sections of water and sewer provisions; 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. This is a revision to the ordinance presented to City Council on Thursday, August 6, 2015.

Ms. Kacz, City Attorney presented City Council with the ordinance and explained the changes. Discussion continued.

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

ADJOURNMENT

Council member Thompson moved to adjourn the special meeting at 7:15 p.m. Seconded by Council member Adame; motion to adjourn carried on a vote of 7 Ayes.

WORKSHOP MEETING**CALL TO ORDER**

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Workshop Session at 7:15 P.M. in the Downstairs Conference Room at City Hall, with the following members present: Mayor Paul A. Horn, Mayor Pro-tem Adam Arendell; 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; Robert E. Lee, Police Chief; Brian Smith, Public Services Director; Dan Kelinske, Parks & Recreation Director; Junru Roland, Chief Financial Officer; Julie Siggers, CVB Director.

WORKSHOP ITEM

Review and discuss the proposed 2015-16 Fiscal Year Budget.

Hotel Motel Fund/Convention Visitors Bureau. Council member Stuksa had questions relating to the line items within the Hotel Motel Fund/CVB budget; specifically the *Promotional Marketing* and the *Major Annual Event* line items. The *Promotional Marketing* line item includes funding for: advertising, trade shows, and marketing items. The *Major Annual Event* line item includes \$50,000.00 for major events: Music Festival (\$35,000.00), Jazz Festival (\$10,000.00), Frontier Days (\$5,000.00). Discussion was had on the funding of these events. Council discussed the possibility in the creation and appointment of a CVB Board. This board would bring recommendations for the various festivals before City Council for approval. Discussion continued.

Festivals/Parades Overtime. Council asked if departmental budgets included funding for overtime for the various festivals and parades throughout the year. Staff said that overtime funding for these events were included in the departmental budgets. Discussion was had on the possibility in the creation of a separate line item for these events within each departmental budget.

Shooting Range. Council member Reed stated that he would like to see funding added to the budget in order to attend the annual Shot Show in Las Vegas. He stated that he felt this trade show has proven to be beneficial over the past several years. He would like to see a workshop held very soon on this project.

Briscoe Park Boulevard. Council member Arendell mentioned the congestion had in exiting Briscoe Park during athletic events. Discussion was had on the possibility of adding an additional ingress/egress out of the park.

CIP Projects. Discussion was had on the possibility of amending the process by which the CIP project schedule is tracked for completion.

Personnel Items. Mayor Horn stated that this budget includes an Assistant City Manager position. This title will be assigned to Mr. Roland, current CFO. He will now take on the role of both Asst. City Manager and CFO. Mr. Roland will be responsible for Parks, CVB and Human Resources; in addition to his current supervisory responsibilities.

Ms. Breland mentioned that funding for employee training, and the implementation of an employee recognition/awards program is included in this budget, along with funding to complete a salary survey.

Council discussed the possibility of sending out a monthly list of new hires (including pictures) to City Council.

Employee safety training was discussed. Ms. Breland stated that Public Services currently has a designated Safety Officer and holds frequent safety classes. Staff is looking into other sources by which to provide safety training to other departments.

Ms. Breland also discussed the possibility of holding a FEMA training class for City Council.

Technology Application. Council member Adame stated that he would like information regarding a citizen engagement application similar to what Alvin ISD is currently using.

ADJOURNMENT

Council member Adame moved to adjourn the meeting at 8:21 p.m. Seconded by Council member Thompson; motion to adjourn carried on a vote of 7 Ayes.

PASSED and APPROVED this _____ day of _____, 2015.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Clerk

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP
THURSDAY AUGUST 20, 2015
6:00 P.M.

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Special Workshop Session at 6:00 P.M. in the Downstairs Conference Room at City Hall, with the following members present: Mayor Paul A. Horn, Mayor Pro-tem Adam Arendell, Councilmembers: Gabe Adame, Brad Richards, Scott Reed, and, and Keith Thompson.

Staff members present: Sereniah Breland, City Manager; Bobbi Kacz, City Attorney; Junru Roland, CFO; Dixie Roberts, City Clerk; Robert Lee, Police Chief.

INVOCATION

Mayor Horn gave the invocation.

PLEDGE OF ALLEGIANCE

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

Council member Reed led the Pledge to the Texas Flag.

WORKSHOP

Discuss City Hall Renovation Project

Representatives from Huitt Zollars presented City Council and members of staff with redesign concepts of City Hall along with a downtown revitalization plan.

Discussion continued.

It was the consensus of Council to put together an advisory committee comprised of business owners and citizens to review and discuss the city hall redesign and downtown revitalization plan submitted. Ms. Breland asked Council to email names of potential members of this advisory committee for selection.

ADJOURNMENT

Council member Thompson moved to adjourn the meeting at 6:47 p.m. Seconded by Council member Arendell; motion to adjourn carried on a vote of 5 Ayes.

PASSED and APPROVED this _____ day of _____, 2015.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Clerk

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY AUGUST 20, 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 a Regular Session at 7:00 P.M. in the Downstairs Conference Room at City Hall, with the following members present: Mayor Paul A. Horn, Mayor Pro-tem Adam Arendell; Council members: Gabe Adame, Scott Reed, Brad Richards, and Keith Thompson.

Staff members present: Sereniah Breland, City Manager; Bobbi Kacz, City Attorney; Junru Roland, Chief Financial Officer; Dixie Roberts, City Clerk; Robert E. Lee, Police Chief; Brian Smith, Public Services Director; Dan Kelinske, Parks & Recreation Director.

INVOCATION

Judy Zavala, Police Department Chaplain gave the invocation.

PLEDGE OF ALLEGIANCE

Boy Scout Barrett Whitesides led the Pledge of Allegiance to the American Flag and the Pledge to the Texas Flag.

SPECIAL PRESENTATION

Introduction of Police Department Promotions.

Chief Lee introduced newly promoted Lieutenant Bruce Trent and Sergeant Keith Kingham. They were then officially pinned with new police badges.

Presentation from Engineering/Streets Department.

This item was removed from the agenda.

APPROVAL OF MINUTES

Approve minutes of the August 6, 2015 City Council regular meeting.

Council member Arendell moved to approve the minutes of the August 6, 2015 City Council meeting. Seconded by Council member Thompson; motion to approve carried on a vote of 5 Ayes.

PETITIONS OR REQUESTS FROM THE PUBLIC

Mr. Tyson spoke to his concerns about the potential city hall renovation project. He also expressed his concern over preserving the city's history.

REPORTS FROM CITIZENS BOARDS, COMMISSIONS, AND COMMITTEES

No reports were given.

PUBLIC HEARINGS

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.

Mayor Horn opened the public hearing at 7:15 p.m.

Dick Tyson stated that this was the biggest increase in valuation on existing property over the last 6 years, reason being that the interest rate was at 0%. He asked that Council be very prudent because of the increase in valuation.

Mayor Horn closed the public hearing at 7:18 p.m.

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%.

Mayor Horn opened the public hearing at 7:19 p.m.

No comments were given.

Mayor Horn closed the public hearing at 7:19 p.m.

Mayor Horn announced 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.

OTHER BUSINESS

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.

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 13th. Depending on the outcome of such will determine whether or not this item will be up for second reading on August 20th.

Ms. Breland spoke to this item before Council.

Council member Reed moved to approve revised Ordinance 15-O; amending Chapter 28, Comprehensive Fee Ordinance; amending certain sections of solid waste collection & disposal provisions and amend certain sections of water and sewer provisions on second reading. Seconded by Council member Thompson; motion to approve carried on a vote of 5Ayes.

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.

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.

Council member Arendell moved to approve 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 on first reading. Seconded by Council member Adame; motion to approve carried on a vote of 5 Ayes.

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.

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 vendor, 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.

Ms. Breland presented this item before Council.

Council member Arendell moved 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. Seconded by Council member Reed; motion to approve carried on a vote of 5 Ayes.

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.

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 Keep Alvin Beautiful (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.

Ms. Breland reviewed the changes found within Addendum #12 and recommended Council approval.

Council member Arendell asked how residents would be notified of the changes.

Ms. Breland stated that information will be made available to the Alvin Sun and that a notification sheet will be placed in the next cycle of water bills scheduled to be processed. Progressive also agreed a “tip of the month” list to be included in forthcoming newsletter communications. Information will also be disseminated on the city’s social media sites.

Council member Arendell asked how the pick-up of bulk items would be handled.

Ms. Breland stated that Progressive will be setting up routes for heavy items once a month.

Mr. Chris Ochoa, Progressive Waste stated that routes would be set up in accordance with the city’s current utility billing cycle.

Discussion was had on the bundling of brush for pickup. There was some confusion as to whether or not limbs and brush would have to be bundled for heavy trash pickup.

Mr. Chris Ochoa stated that he needed to get clarification on this item.

The consensus of Council was to table this item until clarification was made.

Council member Reed moved to table this item until the next meeting. Seconded by Council member Thompson; motion to approve carried on a vote of 5 Ayes.

Council revisited this item at the end of the *Other Items* listed on the agenda. Ms. Kacz stated that Mr. Ochoa confirmed that residents would not be required to have limbs and brush bundled during the once a month heavy trash pickup. Customers would be able to set out brush/limbs once a week for pick-up (not intended for the scheduled “heavy trash” day pick-up), but must be bundled or set in a separate bag next to the container. Items set out for monthly heavy trash pickup on the customers scheduled heavy trash day would not be required to be bundled.

Council member Thompson moved to approve 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. Seconded by Council member Adame; motion to approve carried on a vote of 5 Ayes.

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.

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.

Council member Thompson moved to approve 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. Seconded by Council member Richards; motion to approve carried on a vote of 5 Ayes.

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.

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.

Mr. Roland presented information before Council regarding the depository contract.

Council member Thompson moved to approve the 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. Seconded by Council member Reed; motion to approve carried on a vote of 5 Ayes.

Consider a 3 year service agreement with Comcast for fiber optic/internet services; and authorize the City Manager to sign.

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.

Council member Reed moved to approve a 3-year service agreement with Comcast for fiber optic/internet services; and authorize the City Manager to sign. Seconded by Council member Richards; motion to approve carried on a vote of 5 Ayes.

Consider an Interlocal Agreement with Hillcrest Village for Fire and Emergency Medical Services (EMS); and authorize the City Manager to sign.

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.

Ms. Breland presented this information before Council.

Council member Reed moved to approve an Interlocal Agreement with Hillcrest Village for Fire and Emergency Medical Services (EMS); and authorize the City Manager to sign. Seconded by Council member Thompson; motion to approve carried on a vote of 5 Ayes.

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.

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.

Ms. Breland presented this information before Council.

Council member Arendell moved to authorize 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. Seconded by Council member Thompson; motion to approve carried on a vote of 5 Ayes.

Accept the resignation of David Ives from the Parks and Recreation Board and consider the appointment of a new member to the board.

Council member Thompson moved to accept the resignation of David Ives from the Parks and Recreation Board and appoint Debra Palin to fill the unexpired term. Seconded by Council member Richards; motion to approve carried on a vote of 5 Ayes.

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.

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.

Ms. Roberts presented this information before Council.

Council member Adame moved to approve the 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. Seconded by Council member Thompson; motion to approve carried on a vote of 5 Ayes.

REPORTS FROM CITY MANAGER

Review preliminary list of items for the Council meeting of September 3, 2015.

Ms. Roberts reviewed the preliminary list for the September 3, 2015 City Council meeting.

Announcements/Items of Community Interest

Ms. Roberts reviewed the following items of community interest: Summer Night Out at Bob Owen Pool will be held on Friday August 21st at 7:00 p.m.; a Concealed Handgun certification class is being offered this Saturday from 4:00 p.m. - 9:30 p.m. at Big Kountry Shooting; an Open House will be held at the Senior Center from from 4:00 p.m. - 6:00 p.m. on Wednesday, August 26th; the Kaboom Playground Build at Morgan Park will be held on Saturday October 10th.

REPORTS FROM COUNCILMEMBERS

Pursuant to S.B. No. 1182, City Councilmembers 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 Reed reminded everyone to pay close attention to school zones as school will begin on Monday August 24th.

Mayor Horn thanked staff for setting up the downstairs conference room for this meeting. He also thanked the Alvin Community College for their cooperation in the adjustments that were made in order to provide the video production of this meeting. Mayor Horn also thanked Brazoria County for the asphaltting roadwork in progress.

ADJOURNMENT

Council member Richards moved to adjourn the meeting at 7:49 p.m. Seconded by Council member Thompson; motion to adjourn carried on a vote of 5 Ayes.

PASSED and APPROVED this _____ day of _____, 2015.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Clerk

**MINUTES
CITY OF ALVIN, TEXAS
CITY PLANNING COMMISSION
July 21, 2015**

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

1. Call To Order.

Call to order at 6:00 P.M.

2. Petition and Requests from the Public.

There were no petitions or requests from the public.

3. Approve the Minutes of the Planning Commission meeting of June 16, 2015.

Commission Member Sussie Sutton motioned to approve the minutes of the regular Planning Commission meeting of June 16, 2015. Seconded by Chris Hartman, the motion carried on a vote of 8 ayes and 0 nays.

4. 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 within Block 43 of Easton's Addition. City Engineer recommends the variance request from Todd Horman for discussion and approval. Commission Member Vela motioned to recommend for approval to present to City Council. Seconded by Member Sussie Sutton, the motion carried on a vote of 8 Ayes, 0 Nays.

5. Consider a Final Plat for Southern Colony Section 2A, a Subdivision of 16.769 acres of land situated in the William Hall League, Abstract 31, City of Alvin ETJ, Fort Bend County, Texas being a partial replat of the T.W. & J.H.B. House Subdivision recoded in Volume 7, Page 301 of the Fort Bend County Deed Records. City Engineer recommends final plat for discussion and approval. Commission Member Hartman motioned to recommend for approval to present to City Council. Seconded by Member Vela, the motion carried on a vote of 8 Ayes, 0 Nays.

6. Reports or Requests from Commission Members.

Member Hartman voiced his continued concern about the 18 wheelers parking on Rosharon Road. He will continue to look into this issue and will work closely with Code Enforcement as well as City Council. Member Missy Jordon asked for clarification on the differences between CPC and BBOAA committees.

7. Staff Report and Update.

Michelle Segovia, City Engineer, discussed Phase 1 of the Thoroughfare plan and the new 30 roads that are scheduled to be repaired, all items on the Comprehensive Plan.

8. Items for the Next Meeting.

Michelle Segovia, City Engineer, stated that she may receive Section 1 of Martha Vineyard.

9. Adjournment.

Commission Member Darrell Daily motioned to adjourn the meeting, seconded by Santos Garza. The motion carried on a vote of 8 ayes. The meeting ended at 6:41pm.

Passed and Approved the 18th day of August, 2015.

/s/ Charles Buckelew, Chair

Attest: /s/ Darrell Dailey, Secretary



AGENDA COMMENTARY

Meeting Date: 9/3/2015

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; second reading.

Type of Item: Ordinance 1st Reading Ordinance 2nd 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. Ordinance 15-P unanimously passed on first reading at the 8/20/15 City Council meeting.

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 2nd 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

Meeting Date: 9/3/2015

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a variance request from Hope Clinic to waive the Site Plan and Drainage Plan requirement of Section 21-28; Sidewalks Section 21-42; Non-conforming Structures Section 35-20(b); and Building Permit Fees Section 5-4(b) of the Code of Ordinances, for a building addition to their nonprofit dental clinic located at 3373 E. Highway 6.

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary: The Engineering Department received a variance request letter from Mr. Jody Schibi on behalf of Hope Dental Clinic located at 3373 E. Highway 6. The Clinic would like to add a 16' X 70' medical modular building to their existing modular facility to allow for more office and training space. In order to make this addition feasible, the Clinic has requested variances to four sections of the City Code of Ordinances as outlined in the attached request letter.

Mr. Schibi presented this request, on behalf of Hope Clinic, to the Planning Commission on August 18, 2015. In addition to the request, Mr. Schibi spoke about Hope Clinic and how they provide low cost dental care to residents of Alvin and the surrounding communities. Hope Clinic's future plans for a permanent site built building versus a modular building were also discussed at length. Mr. Schibi stated that the Clinic would like to build a building in the future, but that no timeframe had been established by the Clinic in which to do so. The Commission also discussed that construction of a sidewalk across the front of the property would serve no purpose at this time since there are no sidewalks in the area and that putting a brick façade on the front portion of the new building would only make it look out of place. Following discussion the Commission unanimously approved the variances as requested.

Funding Expected: Revenue Expenditure N/A

Budgeted Item: Yes No N/A

Account Number: _____ **Amount** _____

Legal Review Required: N/A Required **Date Completed** 8/26/2015

Supporting documents attached:

- Variance Request Letter from Hope Clinic

- Proposed Project Scope
- Information on Hope Clinic
- 501(c)(3) document
- No objection letter from C & R #3
- Aerial Map
- Section 21-4 Variance Provision
- Section 35-4 Variance Provision

Recommendation: Move to approve the variance requests for Hope Clinic as requested by Mr. Jody Schibi. Upon granting the variances, Council shall find that no special conditions are necessary or desirable to the public interest.

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

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



HELPING OTHERS PREPARE FOR ETERNITY

City of Alvin
Planning Commission

Dear Planning Commission,

Hope clinic is requesting a variance for the additional space needed to accommodate the Citizens of Alvin, TX.

Request for Variance:

Section 21-28 Site Plans and Drainage Plan.

The building is a 16'X70' medical modular unit. There will be no actual building on site.

The BCC&R District #3 finds that the effected area for the building will not effect or encumber the existing required drainage; therefore they shall submit a Letter of No Objection concerning the HOPE Clinic expansion.

Section 21-42 Sidewalks.

HOPE Clinic would ask for a deferral of this requirement given the distance from any applicable or possible foot traffic in this area. At the time of increased development of this geographic area of Alvin, HOPE shall comply with sidewalk ordinance.

Section 35 - 20 (b) (1) Nonconforming Structures (building facade requirements)

The unit to be placed will barely be seen from HWY 6. The only visible are of the unit will be the front and it is an area 16' X 10'. Should brick, stone or stucco be required, it would extremely clash with the exiting build facade of which would be contrary to the intent of beatification found within the ordinance.

Section 5 - 4 (b) Building Permit Fees.

Hope Clinic asks that The City of Alvin waive the permit fees for this expansion. All work performed shall comply with and to all building codes and inspection.

The C&R District #3 and a private contractor Texas Dirt Works are providing all materials, equipment and labor for the Hope Clinic expansion and would like to partner with the City of Alvin in this worthy cause for our community.

PO Box 788
Alvin, TX 77512
281-331-3288

info@hope-clinic.org
www.hope-clinic.org

HOPE Clinic, Inc. is designated as a non-profit, tax-exempt entity under IRS code 501(c)(3).

HOPE CLINIC would like to thank the City of Alvin Planning Commission for your review and consideration of our requests.

Should you have any questions or if we may be of assistance in any way, please do not hesitate to contact us.

Blessings

Board of Directors HOPE Clinic

DR. David Boyles JR

DR. Kim Butler

DR. Gary Mayfield

Val Wallac

Jody Schibi

Cindy Schafner



Treating Teeth...Loving People

HOPE Expansion

HOPE is looking to expand its ministry and services provided. To do so more space is required. The existing building is outfitted and plumbed to dental specifications and is not able to be expanded. A new building is required.

A new building would allow space for the following:

- Office spaces
- Filing Area
- Meeting & Training Space
- Storage

The new building will house offices for the HOPE Director and the HOPE Chaplain. The meeting space will allow for board meetings, training seminars and bible studies. Additionally, HOPE will seek to host other community services such as counseling or ESL classes.



Treating Teeth...Loving People

Mission

HOPE Clinic was founded in order to address the needs of low income, uninsured families and individuals seeking basic dental care, and is dedicated to ensuring that all members of our community have access to quality, affordable dental care.

Overview

Our goals, vision, and mission are geared towards helping those in need around us. We believe that all people deserve the advantages of professional dental care when they need it most. We are dedicated to providing a physical service to our community in order to demonstrate a unique spiritual touch.

HOPE opened in 2008 and is a registered 501(c)(3) nonprofit organization dedicated to providing quality dental care to low-income, uninsured families and individuals located in Alvin, Texas and surrounding communities.

How is HOPE managed?

The Clinic is managed by a community-based Board of Directors and an Executive Director. The Board includes 3 dentists for advice on dental matters and practices and an Attorney for advice on legal matters. The Board is committed to the clinic's mission and is willing to support in any way needed.

How is HOPE staffed?

HOPE has one employee, the Director, who oversees the daily operations. All other staff at HOPE are volunteers. These people see the need in the community and generously volunteer their time to serve the patients.

Active volunteers include: 5 dentists, 7 dental assistants, 4 dental hygienists, and 20+ others who help in the office, clean, keep the yard, fundraise, etc.

How is HOPE funded?

HOPE is privately funded. The success of our mission depends on the generosity of our community. We are thankful that several churches and organizations (such as Lions Club and Soroptimist of Alvin) believe in our cause and support HOPE financially. HOPE also receives donations from individuals as well as memorial gifts. HOPE hosts one fundraiser annually, an ice cream social with a silent and live auction.

Who are HOPE Patients?

All prospective patients must qualify for treatment at HOPE. To qualify, household income must be 200% or less of the Federal Poverty Guidelines and the patient must not be covered by dental insurance. Children are accepted on a case by case basis, as most low income children are provided dental care through a Federal program such as CHIPS.

There are no residency requirements for HOPE patients at this time. Approximately 43% of HOPE patients reside in Alvin. The next 20% of HOPE patients are from Pearland, Rosharon, Manvel, Santa Fe and Angleton. HOPE has had patients come from as far away as Victoria and Diboll.

Visible Results

Since inception in 2008, the clinic has served over **7500 patients** and has provided over **\$2.5 Million in dental care**. During 2014 alone, HOPE gave 853 dental appointments, served 161 new patients, and provided \$260,785 in dental services.

The cost per visit to the patient is from \$5 to \$15, dependant on their income. The majority of our patients only pay \$5 per office visit. When patients learn of the low cost they are overjoyed and relieved, as they do not have the funds to pay for traditional dental services.

Contact Information

Amy Kingsolver, Director
amy@hope-clinic.org
281.331.3288

www.hope-clinic.org

Like us on Facebook: HOPE Clinic



Treating Teeth...Loving People

HOPE Impact

Patients who have teeth in poor condition face many challenges; pain, self-esteem issues, and difficulty eating. At HOPE we have the opportunity to help those who are unable to afford dental care elsewhere. Oftentimes, they are unwilling to smile because they are embarrassed and ashamed of the condition of their teeth. When we are able to restore a person's smile, it is like a new life has been given to them.

We have many happy tears at HOPE because the patients are out of pain and can smile again. This in turn gives them the confidence to go out into the community and seek employment. We have had numerous cases of patients coming back to thank us and tell us that they were interviewing for a job or had recently gotten a job.

Patient Testimonials

These are some reviews posted on Facebook regarding HOPE Clinic,

Ms. Cooper: "This place saved my smile! Everyone was so nice too!"

Ms. Hansen: "I am so blessed and I thank Jesus every day that he sent me to your clinic. I prayed everyday for a door to open for me to be able to get my dental work done. You all are awesome you did an amazing job. God bless each and everyone of you and thank you for giving me my smile back I love it."

Ms. Santangelo: "Absolutely wonderful people. Very understanding and caring."

Patient Photos

Below are some before and after pictures of patients that have gotten a new smile!



INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 18 2007

HOPE CLINIC INC
C/O JODY BANKS
[REDACTED]
ALVIN, TX 77511

Employer Identification Number:
[REDACTED]

DLN:
[REDACTED]

Contact Person:

KAREN T HOOD

ID# [REDACTED]

Contact Telephone Number:
[REDACTED]

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(iii)

Form 990 Required:

Yes

Effective Date of Exemption:

March 28, 2006

Contribution Deductibility:

Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)

Letter 947 (DO/CG)

FILED
In the Office of the
Secretary of State of Texas

MAR 28 2006

Corporations Section

**CERTIFICATE OF FORMATION
NONPROFIT CORPORATION**

ARTICLE I

The filing entity being formed is a nonprofit corporation. The name of the entity is Hope Clinic, Inc.

ARTICLE II

The initial registered agent is an individual resident of the state whose name is Jody Banks and the business address of the registered agent and the registered office address is 423 CR 949 E, Alvin, Texas 77511.

ARTICLE III

The management of the affairs of the corporation is vested in the board of directors. The number of directors constituting the initial board of directors and the names and addresses of the persons who are to serve as directors until their successors are elected and qualified are as follows:

<u>Name of Director</u>	<u>Street Address</u>
Jody Banks	[REDACTED] Alvin, Texas 77511
David Boyles, Jr.	[REDACTED] Alvin, Texas 77511
Joe N. Schibi, Jr.	[REDACTED] Alvin, Texas 77511

ARTICLE IV

The nonprofit corporation will have no members.

ARTICLE V

The nonprofit corporation is formed exclusively in order to establish a ministry including charitable, educational, religious, and for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal

Revenue Code and its regulations as they now exist or as they may hereafter be amended, or to the Federal Government, or to a state or local government for a public purpose.

ARTICLE VI RESTRICTIONS AND REQUIREMENTS

The Corporation shall not pay dividends or other corporate income to its directors or officers or otherwise accrue distributable profits or permit the realization of private gain. The Corporation shall not have the power to engage in any activities, except to an insubstantial degree, that are not in furtherance of the charitable purposes set forth above. The Corporation shall have no power to take any action that would be inconsistent with the requirements for a tax exemption under Internal Revenue Code Section 501(c)(3) and related regulations, rulings, and procedures. The Corporation shall have no power to take any action that would be inconsistent with the requirements for receiving tax-deductible charitable contributions under Internal Revenue Code Section 170(c)(2) and related regulations, rulings, and procedures. Regardless of any other provisions in this Certificate of Formation or state law, the Corporation shall have no power to

1. Engage in activities or use its assets in manners that are not in furtherance of one or more exempt purposes, as set forth above and defined by the Internal Revenue Code and related regulations, rulings, and procedures, except to an insubstantial degree.
2. Serve a private interest other than one that is clearly incidental to an overriding public interest.
3. Devote more than an insubstantial part of its activities to attempting to influence legislation by propaganda or otherwise, except as provided by the Internal Revenue Code and related regulations, rulings, and procedures.
4. Participate in or intervene in any political campaign on behalf of or in opposition to any candidate for public office. The prohibited activities include the publishing or distributing of statements and any other direct or indirect campaign activities.
5. Have objectives that characterize it as an "action organization" as defined by the Internal Revenue Code and related regulations, rulings, and procedures.
6. Distribute its assets on dissolution other than for one or more exempt purposes. On dissolution the Corporation's assets shall be distributed to one or more organizations exempt from taxes under Internal Revenue Code Section 501(c)(3) to be used to accomplish the general purposes for which the Corporation was organized.
7. Permit any part of the net earnings of the Corporation to inure to the benefit of any private shareholder of the Corporation or any private individual.

Mar-21-06 04:31P

8. Carry on an unrelated trade or business except secondary purpose related to the Corporation's primary exempt purposes.

**ARTICLE VII
LIMITATION ON LIABILITY OF DIRECTORS**

A director is not liable to the Corporation for monetary damages for an act or omission in the director's capacity as director except to the extent otherwise provided by a statute of the State of Texas.

**ARTICLE VIII
INDEMNIFICATION**

The Corporation may indemnify a person who was, is, or is threatened to be made a named defendant or respondent in litigation or other proceedings because the person is or was a director or other person related to the Corporation. As may be in the bylaws, the Board of Directors shall have the power to define the requirements and limitations for the Corporation to indemnify directors, officers, or others related to the Corporation.

ARTICLE IX

The name and street address of the organizer is Jody Banks, 423 CR 949 E, Alvin, Texas 77511.

This document becomes effective when the document is filed by the Secretary of State.

IN WITNESS WHEREOF, on 21st day of March, 2006, the undersigned has signed this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

BY: Jody Banks
Jody Banks



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



Hope Clinic - 3373 E. Hwy 6

Sec. 21-4. - Variances.

Upon written request, city council may authorize a variance from this chapter. An applicant for a variance shall pay a nonrefundable fee, in an amount provided for in the fee schedule in chapter 28.

In granting a variance, the council shall prescribe those conditions it deems necessary or desirable to the public interest. In making the findings herein above required, the council shall take into account the nature of the proposed use of the land involved, the existing use of the land in the vicinity, the number of persons who will reside or work in the proposed subdivision, and the probable effect of such variance upon traffic conditions and upon public health, safety, convenience and welfare in the vicinity.

Any variance request shall first be reviewed by the planning commission, with a recommendation to council workshop, prior to city council action.

(Ord. No. 02-AA, §1, 6-20-02; Ord. No. 06-WW, §3, 12-21-06; Ord. No. 12-UU, §2, 11-1-12)

Sec. 35-4. - Variance process

- (a) Where unique natural features such as soil and geological characteristics, topography, or significant vegetation; historical features such as building design and materials and site configuration; or man-made features such as peculiarly-shaped lots, joint or split ownership patterns or location of existing structures and infrastructure on the site inhibit creative site design or pose unnecessary constraints to appropriate development as a result of strict compliance with these requirements, the building official may approve an alternative plan upon determining that such plan meets or exceeds the intent of these standards.

- (b) If the building official determines alternative compliance is not applicable, an applicant may file a written request for a variance or exception from these standards with the building official who will forward the request to the planning commission. An applicant for a waiver shall pay a non-refundable fee, in an amount provided for in the fee schedule in chapter 28. The planning commission shall review all requests for variances and exceptions to these requirements regarding appropriate measures for compliance with the intent of these standards. The city council shall take action on the recommendation of the planning commission.

(Ord. No. 07-D, § 2, 4-19-07)



AGENDA COMMENTARY

Meeting Date: 9/3/2015

Department: Administration

Contact: Sereniah Breland, City Manager

Agenda Item: Consider Ordinance 15-R, adopting the budget for the City of Alvin, Texas for Fiscal Year 2015-2016; directing the City Clerk to post a copy of the budget on the City of Alvin website; and setting forth other provisions related thereto; first reading.

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary: On August 6, 2015 the City Manager presented the FY 2015-16 proposed budget to City Council. A budget workshop was held on August 13, 2015, whereby City Council and staff reviewed the proposed budget. This is first reading of Ordinance 15-R to adopt the FY 2015-16 annual budget. Second reading of this ordinance will take place at a special City Council meeting scheduled for Thursday, September 10, 2015 at 7:00 p.m.

State law and the City's Charter require that the City enact an annual budget. The City Charter requires that an ordinance to establish appropriation must be approved by a favorable vote of a majority of the members of the City Council.

Funding Expected: Revenue Expenditure N/A

Budgeted Item: Yes No N/A

Account Number: _____ **Amount** _____

Legal Review Required: N/A Required **Date Completed** 8/26/2015

Supporting documents attached:

- Ordinance 15-R
- Proposed amendments

Recommendation: Move to approve Ordinance 15-R, adopting the budget for the City of Alvin, Texas for Fiscal Year 2015-2016; directing the City Clerk to post a copy of the budget on the City of Alvin website; and setting forth other provisions related thereto; first 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-R

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS ADOPTING THE BUDGET FOR THE CITY OF ALVIN, TEXAS FOR FISCAL YEAR 2015-16; DIRECTING THE CITY CLERK TO POST A COPY OF THE BUDGET ON THE CITY OF ALVIN WEBSITE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, State Law and the City's Home Rule Charter require that the City enact an annual budget: and

WHEREAS, the City desires to comply with sound budgetary principles and protect the citizens of the City by maintaining a fund balance adequate to cover the needs of the City during fiscal year 2015-16; and

WHEREAS, the budget for fiscal year 2015-16 reflects Council's best efforts at providing a balanced budget and maintaining the necessary fund balance to meet the City's needs;

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

Section 1. That the City Council hereby adopts the recitals and findings set forth in the preamble hereof.

Section 2. That the City Council hereby adopts the City of Alvin Annual Budget for fiscal year 2015-16, a copy of which is attached hereto and incorporated herein by reference. Such budget is adopted by the favorable vote of a majority of the members of the City Council of the City of Alvin in a Council meeting duly assembled in accordance with Article VII of the Home-Rule Charter of the City of Alvin, Texas.

Section 3. That the City Council files the budget with the City Clerk and directs the City Clerk to post a copy of the budget on the City of Alvin website.

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

**FY 2015/2016 Council Budget
Proposed Amendments for Consideration**

UTILITY FUND

Water Program

#1	211-402160	Water Revenue	12,576
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Sewer Program

#2	211-402140	Sewer Rvenue	13,742
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#3	211-6005-00-3100	Contract Services	(1,500)
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<i>Net Increase in Fund Balance</i>	<u>24,818</u>	Maintain current water/sewer rates; additional funding for newsletter
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SANITATION FUND

#4	212-402090	Garbage Fees - Commercial	6,272
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#5	212-402095	Garbage Fees - Residential	4,182
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<i>Net Increase in Fund Balance</i>	<u>10,454</u>	Maintain current garbage rates
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AGENDA COMMENTARY

Meeting Date: 9/3/2015

Department: Administration

Contact: Sereniah Breland, City Manager

Agenda Item: Consider Ordinance 15-S, levying a property tax rate for the year 2015 and to direct the Tax Assessor-Collector to access, account for, and distribute the property taxes as herein levied; first reading.

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary: This is first reading of Ordinance 15-S, levying the property tax rate for the tax year 2015. The proposed tax rate is \$0.8386 per \$100/assessed value. Second reading of this ordinance will take place at a special City Council meeting scheduled for Thursday, September 10, 2015 at 7:00 p.m.

The City Charter requires that an ordinance be adopted to establish the tax rates for maintenance & operation (M&O) and debt service (DS) to fund budget appropriations; and must be approved by a favorable vote of a majority of the members of the City Council.

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: Ordinance 15-S

Recommendation: Move to approve Ordinance 15-S, levying a property tax rate for the year 2015 and to direct the Tax Assessor-Collector to access, account for, and distribute the property taxes as herein levied; first 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-S

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, LEVYING A PROPERTY TAX RATE FOR THE YEAR 2015; DIRECTING THE TAX ASSESSOR-COLLECTOR TO ASSESS, ACCOUNT FOR, AND DISTRIBUTE THE PROPERTY TAXES AS HEREIN LEVIED.

WHEREAS, Section 26.05 (a) of the Tax Code requires taxing authorities to adopt a property tax rate by September 30 of each year or within sixty (60) days after receipt of the certified appraisal roll; and

WHEREAS, Section 26.05 (a) of the Tax Code requires the total property tax rate be approved in two components: (1) Maintenance and Operations; and (2) Debt Service; and

WHEREAS, Section 26.05 (b) of the Tax Code requires that if the ordinance sets a tax rate that, if applied to the total taxable value, will impose an amount of taxes to fund maintenance and operation expenditures of the taxing unit that exceeds the amount of taxes imposed for that purpose in the preceding year, the taxing unit must include in the ordinance in type larger than the type used in any other portion of the ordinance the following statement; “THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR’S TAX RATE”; and

WHEREAS, Section 26.05 (b) of the Tax Code is applicable this year because the tax rate to be adopted does exceed the effective tax rate, **NOW, THEREFORE;**

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

That there be and is hereby levied for the year 2015 on all real and personal property within the City limits of the City of Alvin, Texas, except so much thereof as may be exempt by the Constitution and laws of the State of Texas and of the United States the following:

Section 1. An ad valorem tax of and at the rate of \$0.71188 on the One Hundred Dollars valuation of the real and personal property and mineral royalties owned within the City limits of Alvin on the first day of January 2015 to provide for the current expenses of the City of Alvin, Texas (General Fund).

Section 2. An ad valorem tax of and at the rate of \$0.015018 on the One Hundred Dollars valuation of the real and personal property situated and owned within the City limits of Alvin on the first day of January 2015 to pay current interest and to provide a Sinking Fund on the General Obligation Refunding Bonds, Series 2012.

Section 3. An ad valorem tax of and at the rate of \$0.071682 on the One Hundred Dollars valuation of the real and personal property situated and owned within the City limits of Alvin on the first day of January 2015 to pay current interest and to provide a Sinking Fund on the General Obligation Refunding Bonds, Series 2011.

Section 4. An ad valorem tax of and at the rate of \$0.022247 on the One Hundred Dollars valuation of the real and personal property situated and owned within the City limits of Alvin on the first day of January 2015 to pay current interest and to provide a Sinking Fund on the Certificate of Obligations, Series 2011.

Section 5. An ad valorem tax of and at the rate of \$0.017773 on the One Hundred Dollars valuation of the real and personal property situated and owned within the City limits of Alvin on the first day of January 2015 to pay current interest and to provide a Sinking Fund on the Tax Anticipation Note, Series 2013.

Section 6. Taxes are to be calculated on the basis of one hundred percent (100%) of assessed value for the 2015 tax year.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

A total tax rate of all property was set at \$0.838600 per One Hundred Dollars valuation, and such total tax rate was adopted by favorable majority of the members of the City Council of the City of Alvin, Texas in a Council meeting duly assembled in accordance with the Home-Rule Charter of the City of Alvin, Texas and such action is hereby ratified, confirmed and affirmed.

Section 7. That the recorded vote of the City Council on this ordinance is:

Council Members voting FOR adoption:

Council Members voting AGAINST adoption:

Council Members absent:

Section 8. This ordinance is adopted in compliance with Article VII of the City Charter.

Section 9. 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 on the ____ day of _____ 2015.

PASSED AND APPROVED on second 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: 9/3/2015

Department: Parks and Recreation

Contact: Dan Kelinske, Parks & Rec. Dir.

Agenda Item: Consider Ordinance 15-N, establishing a no parking zone along both sides of the entire length of Briscoe Drive (formerly Nature's Way) and establishing a no parking zone along the north side of Stadium Drive between Dover Circle and College Drive; authorizing staff to provide appropriate signage; providing for a penalty and publication; and setting forth other provisions related thereto; first reading

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary: This ordinance is to establish no parking zones at two different locations: Location 1. Briscoe Drive - the entire length of Briscoe Drive along both sides of each lane. The no parking zone will be marked as solid red lines with white stenciled "NO PARKING" lettering evenly spaced throughout. Location 2. Stadium Drive – North side of Stadium drive between Dover Circle and College Drive. The no parking zone will be marked as a solid red line with white stenciled "NO PARKING" lettering evenly spaced throughout and three "No Parking" signs will be installed. The total estimated cost for the signs being \$240.

.Funding Expected: Revenue Expenditure N/A

Budgeted Item: Yes No N/A

Account Number: _____ **Amount** _____

Legal Review Required: N/A Required **Date Completed** 8/26/2015

Supporting documents attached:

- Ordinance 15-N No Parking along Briscoe Drive & Stadium Drive
 - Exhibit 1 Briscoe Drive Map
 - Exhibit 2 Stadium Drive Map
-

Recommendation: Move to approve Ordinance 15-N, establishing a no parking zone along both sides of the entire length of Briscoe Drive (formerly Nature's Way) and establishing a no parking zone along the north side of Stadium Drive between Dover Circle and College Drive; and authorizing staff to provide appropriate signage; first 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-N

AN ORDINANCE ESTABLISHING A “NO PARKING” ZONE ALONG BOTH SIDES OF THE ENTIRE LENGTH OF BRISCOE DRIVE (FORMERLY NATURES WAY) AND ESTABLISHING A “NO PARKING” ZONE ALONG THE NORTH SIDE OF STADIUM DRIVE BETWEEN DOVER CIRCLE AND COLLEGE DRIVE; AUTHORIZING STAFF TO PROVIDE APPROPRIATE SIGNAGE; PROVIDING FOR A PENALTY AND PUBLICATION; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

Section 1. There is hereby established a “No Parking” zone along both sides of the entire length of Briscoe Drive (*formerly Natures Way*), immediately beginning at the western most edge of the entry of Briscoe Drive at S. Bypass 35 and extending east to the eastern most edge of Briscoe Drive (see attached Exhibit 1).

Section 2. There is hereby established a “No Parking” zone along the north side of Stadium Drive at Dover Circle, east to the eastern most edge of Stadium Drive at College Drive (see attached Exhibit 2).

Section 3. That staff is authorized and directed to provide appropriate signage by marking a solid red line with white stenciled “NO PARKING” lettering spaced along both sides of the entire length of Briscoe Drive (*formerly Natures Way*).

Section 4. That staff is authorized and directed to provide appropriate signage along the north side of Stadium Drive between Dover Circle and College Drive, consisting of a combination of signage and striping of a solid red line with white stenciled “NO PARKING” lettering as established herein.

Section 5. Any person violating the parking restrictions established by this Ordinance, upon conviction, shall be punished by a fine prescribed by section 1-5.

Section 6. 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 7. Penalty Provision. Any person, firm, corporation or business entity violating this Ordinance if deemed guilty, and upon conviction thereof shall be fined as set forth herein. Each unlawful act or continuing day's violation under this Ordinance shall constitute a separate offense. The penal provision imposed under this Ordinance shall not preclude the City of Alvin from filing suit to enjoin the violation. The City of Alvin retains all legal rights and remedies available to it pursuant to local, state and federal law.

Section 8. 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 9. 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 10. 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

Exh. 1 No Parking on Briscoe Drive

Approximately 2,050 L.F.



Exh. 2 No Parking on North Side Stadium Drive

Approximately 260 L.F.





AGENDA COMMENTARY

Meeting Date: 9/3/2015

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a final plat for Achille Estates, being a subdivision of 2.50 acres (located along CR 529 near Cardinal Drive) out of tracts 48 and 29 of the Wellman Subdivision in section 25, A.C.H. & B. Company Survey, abstract 412, Brazoria County, Texas according to the plat as recorded in volume 8, page 622, Deed Records, Brazoria County, Texas.

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary: On August 3, 2015 the Engineering Department received the Final Plat for Achille Estates for review. Mr. Achille is proposing to subdivide two lots totaling 2.5 acres from his 108 acres of undeveloped property located off of County Road 529 near Cardinal Drive in the Alvin ETJ. Mr. Achille plans to sell the two newly created lots.

The City Planning Commission, after proper consideration, unanimously approved the plat at their meeting on August 18, 2015.

Funding Expected: Revenue Expenditure N/A

Budgeted Item: Yes No N/A

Account Number: _____ **Amount** _____

Legal Review Required: N/A Required Date Completed _____

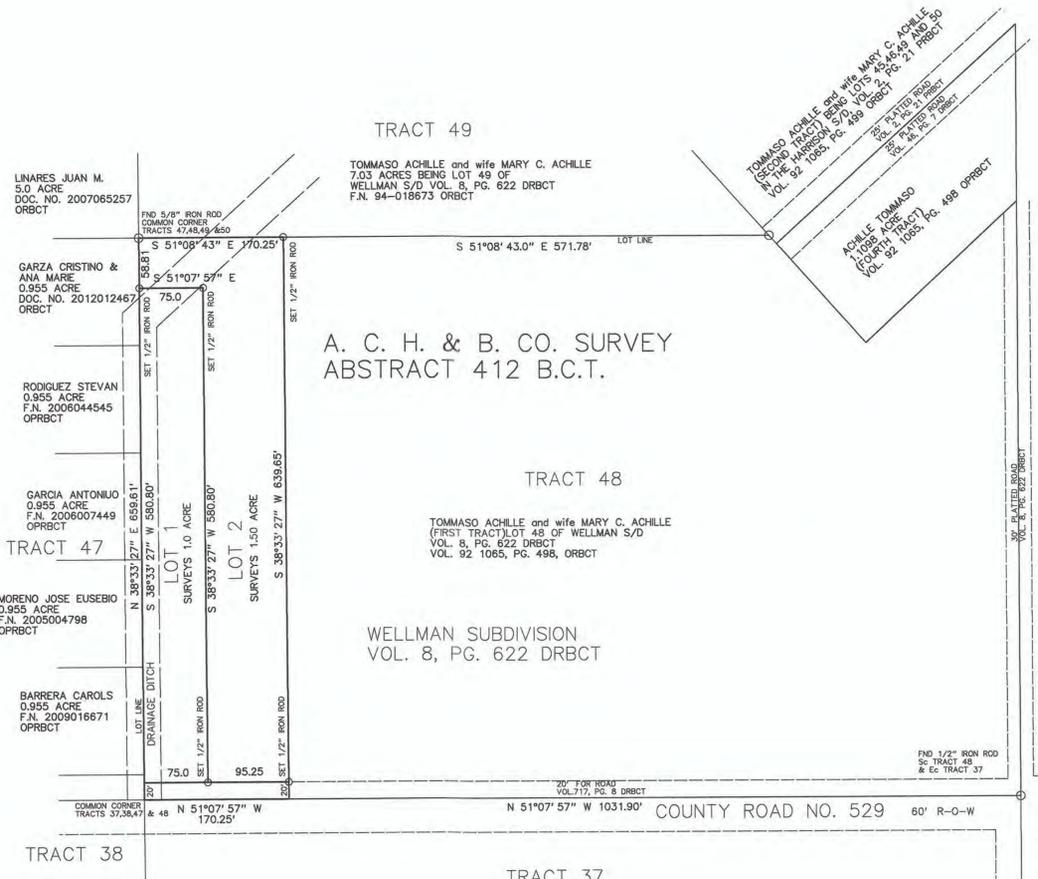
Supporting documents attached:

- Achille Estates Final Plat.

Recommendation: Move to approve the Final Plat of Achille Estates.

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

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



A. C. H. & B. CO. SURVEY
ABSTRACT 412 B.C.T.

WELLMAN SUBDIVISION
VOL. 8, PG. 622 DRBCT

LEGEND:
ORPBCT - OFFICIAL RECORDS OF REAL PROPERTY, BRAZORIA COUNTY, TEXAS
ORPCT - OFFICIAL PUBLIC RECORDS, BRAZORIA COUNTY, TEXAS
PRBCT - PLAT RECORDS, BRAZORIA COUNTY, TEXAS
DRBCT - DEED RECORDS, BRAZORIA COUNTY, TEXAS
I ROD - IRON ROD
I PIPE - IRON PIPE
FND - FOUND
SQ. FT. - SQUARE FEET
AC. TR. - ACRE TRACT

- NOTES:
- CHAD A. GORMLY HAS NOT PERFORMED AN ABSTRACT OF TITLE ON THE ABOVE SURVEYED TRACTS OF LAND.
 - SOURCE OF BEARING BASED FROM THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 (SOUTH CENTRAL ZONE 4204) AS COMPUTED FROM GPS OBSERVATIONS.
 - SIDEWALKS SHALL BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT, IF REQUIRED.
 - STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, SHALL BE PROVIDED AT THE TIME OF BUILDING PERMIT, IF APPLICABLE.

STATE OF TEXAS
COUNTY OF BRAZORIA

I, _____ County Clerk of Brazoria County, Texas, do hereby certify that the written instrument with its authentication was filed for registration in my office on _____, 2015, at _____ of clock _____ M. in Document Number _____.

Witness my hand and seal of office, at Angleton, Brazoria County, Texas, the day and date last written above.

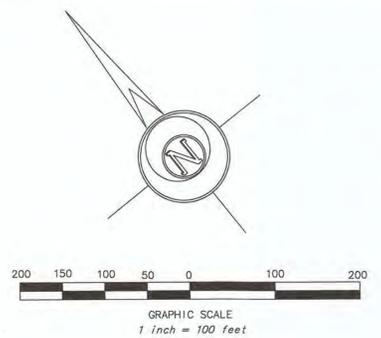
Deputy _____ County Clerk of Brazoria County, Texas.

This is to certify that I, Chad A. Gormly, Registered Professional Land Surveyor No. 5796, of the State of Texas, have plotted the above subdivision from an actual survey on the ground; and that all block corners, lot corners and permanent referenced monuments have been set; that permanent control points will be set at completion of construction and that this plat correctly represents that survey made by me.

WITNESS MY HAND AND SEAL THIS 12th DAY OF August, 2015.

Chad A. Gormly

Chad A. Gormly, Registered Professional Land Surveyor No. 5796
P.O. Box 862, Alvin, Texas, 77512-0862, Phone (281) 331-0863



APPROVED BY CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, THIS _____ DAY OF _____, 2015.

- | | |
|------------------|---------------|
| PAUL HORN | MAYOR |
| BRAD RICHARDS | AT-LARGE 1 |
| TERRY DROEGE | AT-LARGE 2 |
| SCOTT REED | DISTRICT A |
| ADAM ARENDELL | DISTRICT B |
| KEITH THOMPSON | DISTRICT C |
| ROGER STUKSA | DISTRICT D |
| GABE ADAME | DISTRICT E |
| MICHELLE SEGOVIA | CITY ENGINEER |
| DIXIE ROBERTS | CITY CLERK |

METES AND BOUNDS

2.50 acres of land, being out of Tracts 48 and 49 of the Wellman Subdivision in Section 25, A.C.H. & B. Company Survey, Abstract 412, Brazoria County, Texas, according to the plat as recorded in Volume 8, Page 622, Brazoria County, Texas, and being more particularly described by metes and bounds as follows:

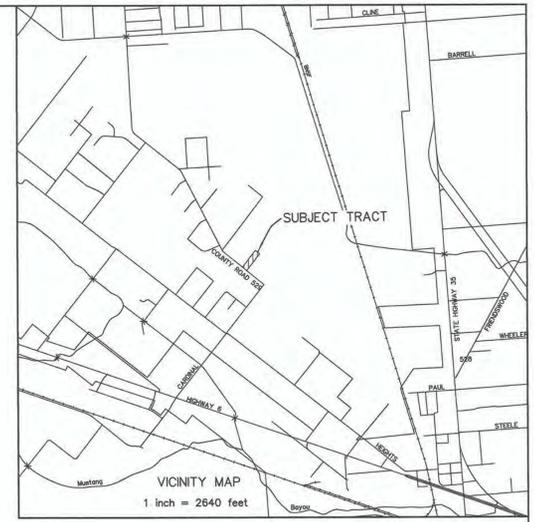
BEGINNING at a point for the common corner of Tracts 37, 38, 47, & 48 of said Wellman Subdivision, being in County Road 529;

THENCE North 38 deg. 33 min. 27 sec. East, along and with the southeast line of Tract 47 and the northwest line of Tract 48, a distance of 659.61 feet to a 5/8 inch iron rod found for the common corner of Tracts 47, 48, 49, and 50 of said Wellman Subdivision;

THENCE South 51 deg. 08 min. 43 sec. East, along and with the southwest line of said Tract 49 and the northeast line of said Tract 48, a distance of 170.25 feet to a 1/2 inch iron rod set for the most east corner of the herein described tract of land;

THENCE South 38 deg. 33 min. 27 sec. West, at 639.65 feet pass a 1/2 inch iron rod set for reference on the northeast line of County Road 529, and continue for a total distance of 659.65 feet to a point for the most south corner of the herein described tract of land, in the southwest line of said Tract 48 and the northeast line of said Lot 37, in County Road 529;

THENCE North 51 deg. 07 min. 57 sec. West, along and with the common line of Tracts 48 and 37, a distance of 170.25 feet to the PLACE OF BEGINNING and containing 1.340 acres of land.



OWNER: TOMMASO ACHILLE AND MARY C. ACHILLE
ADDRESS: 16295 PARK ROAD
ALVIN, TX 77511

STATE OF TEXAS
COUNTY OF BRAZORIA

We, TOMMASO ACHILLE AND MARY C. ACHILLE, owners of the property subdivided in the above and foregoing map of ACHILLE ESTATES, being a plat of 2.50 acres, situated in the A. C. H. & B. Company Survey, Abstract 412, Brazoria County, Texas, do hereby make subdivision of said property, according to the lines, streets, lots, alleys, parks, building lines and easement as shown hereon, and dedicate for public use, the streets, alleys, parks and easements shown hereon, forever, and do hereby waive all claims for damages occasioned by the establishment of grades, as approved for the streets and drainage easements indicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind myself, my heirs, successors and assigns, to warrant and defend the title to the land so dedicated.

WITNESS my hand in _____ (City), _____ County, Texas, this _____ day of _____, 2015.

Tommaso Achille
Mary C. Achille

STATE OF TEXAS
COUNTY OF BRAZORIA:

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

Given under my hand and seal of Office, this _____ day of _____, 2015.

Notary Public in and for the State of Texas.
My Commission Expires: _____
STATE OF TEXAS
COUNTY OF BRAZORIA:

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

Given under my hand and seal of Office, this _____ day of _____, 2015.

Notary Public in and for the State of Texas.
My Commission Expires: _____

ACHILLE ESTATES

2 LOTS, 1 BLOCK
AUGUST 12, 2015

A FINAL PLAT OF 2.50 ACRES, BEING OUT OF TRACTS 48 AND 49 OF THE WELLMAN SUBDIVISION IN SECTION 25, A.C.H. & B. COMPANY SURVEY, ABSTRACT 412, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE PLAT AS RECORDED IN VOLUME 8, PAGE 622, DEED RECORDS, BRAZORIA COUNTY, TEXAS.

SURVEYOR:
GORMLY SURVEYING, INC.
FIRM# 10095700
P.O. BOX 862
ALVIN, TX 77512
CHAD A. GORMLY, RPLS

OWNER(S):
TOMMASO AND MARY ACHILLE
16295 PARK DRIVE
ALVIN, TX 77511
281.331.6262



AGENDA COMMENTARY

Meeting Date: 9/3/2015

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a Final Plat for Page Estates a 0.425 acre tract of land (northwest corner of W. House Street and Hardee Street) being all of lots 1 and 2 and part of lots 3 and 4, block 6 of Disney's Addition to Alvin No. 1, according to the plat as recorded in volume 5, page 46, Deed Records, Brazoria County, Texas and with consideration of variances to the City's Code of Ordinances Section 21-37(a) Setback and Section 21-37(b) Lot Size.

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary: On August 3, 2015 the Engineering Department received the Final Plat for Page Estates for review. This subdivision consists of three lots containing two existing single-family homes and one existing commercial building. Mr. and Mrs. Page wish to subdivide the property in order to sell each structure separately. The proposed lot configuration would allow each structure to function independently as stand alone properties. In an effort to meet the requirements of the Subdivision Ordinance, variances to lot width, lot area, and building setback are required and have been requested. Lot 1 contains a commercial building that does not meet the current front, side, and back building setback requirements. Lot 2 contains a single-family residence that does not meet the current front and side building setback requirements. It also does not meet the minimum 7,000 square foot lot area requirement. Lot 3 contains a single-family residence that does not meet the current front building setback requirement, the 7,000 square foot lot area requirement, or the 60' lot width requirement. Future structural additions or buildings proposed on any of the three lots will be required to meet the building setbacks in effect at that time.

The City Planning Commission, after proper consideration, unanimously approved the plat at their meeting on August 18, 2015.

Funding Expected: Revenue Expenditure N/A

Budgeted Item: Yes No N/A

Account Number: _____ **Amount** _____

Legal Review Required: N/A Required **Date Completed** 8/26/2015

Supporting documents attached:

- Page Estates Final Plat

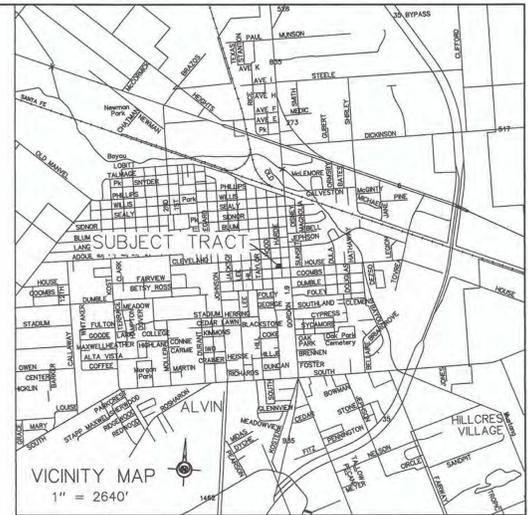
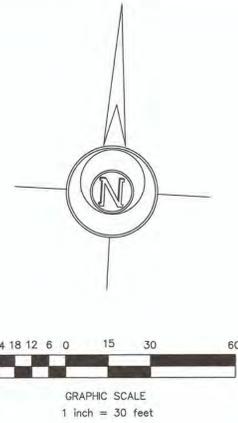
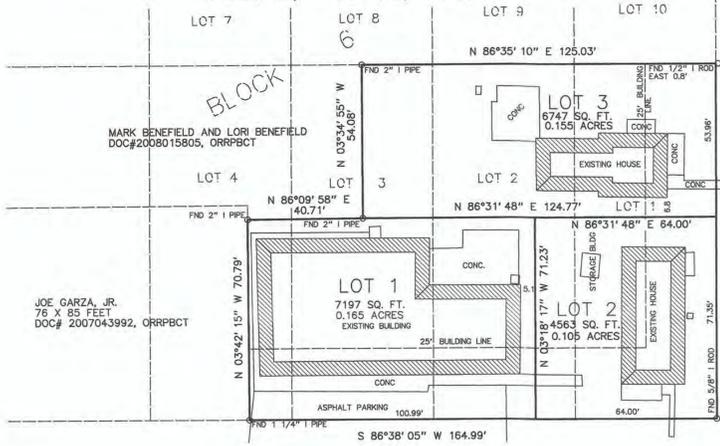
- Section 21-4 Variance * Section 21-37 Lots

Recommendation: Move to approve the Final Plat of Page Estates including variances to Section 21-37(a) and (b) of the City Code of Ordinances. Upon granting the variances, council finds that no special conditions are necessary or desirable to the public interest.

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

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

DISNEY'S ADDITION TO ALVIN NO. 1
VOL. 5, PG. 46, DRBCT



APPROVED BY CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, THIS _____ DAY OF _____, 2015.

- PAUL HORN MAYOR
- BRAD RICHARDS AT-LARGE 1
- TERRY DROEGE AT-LARGE 2
- SCOTT REED DISTRICT A
- ADAM ARENDELL DISTRICT B
- KEITH THOMPSON DISTRICT C
- ROGER STUKSA DISTRICT D
- GABE ADAME DISTRICT E
- MICHELLE SEGOVIA CITY ENGINEER
- DIXIE ROBERTS CITY CLERK

METES AND BOUNDS

0.425 acres of land, being all of Lots 1 and 2 and part of Lot 3 and Lot 4 of Disney's Addition to Alvin No. 1, according to the plat as recorded in Volume 5, Page 46, Deed Records, Brazoria County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point for the southeast corner of Lot 10 and the northeast corner of Lot 1 of said Disney's Addition, from which a 1/2 inch iron rod was found East, a distance of 0.8 feet, in the west line of Hardie Street;

THENCE South 03 deg. 18 min. 17 sec. East, along and with the east line of said Lot 1 and the west line of said Hardie Street, a distance of 125.31 feet to a 5/8 inch iron rod found for the southeast corner of said Lot 1, at the intersection of the west line of Hardie Street with the north line of House Street;

THENCE South 86 deg. 38 min. 05 sec. West, along and with the south line of Lots 1, 2, 3, 4, and the north line of said House Street, a distance of 164.99 to a 1/4 inch iron pipe found for the southwest corner of the herein described tract of land;

THENCE North 03 deg. 42 min. 15 sec. West, a distance of 70.79 feet to a 2 inch iron pipe found for the lower northwest corner of the herein described tract of land;

THENCE North 86 deg. 09 min. 58 sec. East, a distance of 40.71 feet to a 2 inch iron pipe found for interior corner of the herein described tract of land;

THENCE North 03 deg. 34 min. 55 sec. West, a distance of 54.08 feet to a 2 inch iron pipe found for the upper northwest corner of the herein described tract of land, in the south line of Lot 8 and the north line of Lot 3 of said Disney's Addition;

THENCE North 86 deg. 35 min. 10 sec. East, along and with the south line of Lots 8, 9, 10, and the north line of Lots 3, 2, and 1 of said Disney's Addition, a distance of 125.03 feet to the PLACE OF BEGINNING and containing 0.425 acres of land.

We, HOMETOWNBANK NATIONAL ASSOCIATION, Owner and Holder of a lien against the above-described property, said lien being evidenced by an Instrument of Record in Document Number 2013023955, Official Records of Real Property, Brazoria County, Texas, do hereby, in all things subordinate to said subdivision and dedication said lien, and we hereby confirm that we are the present owner of said lien and have not assigned the same, nor any part thereof.

HOMETOWN BANK NATIONAL ASSOCIATION

STATE OF TEXAS
COUNTY OF BRAZORIA

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

GIVEN under my hand and seal of Office, this _____ day of _____, 2015.

Notary Public in and for the State of Texas.
My Commission expires _____.

OWNER: JOHN P. PAGE AND SHERRI PATRICE PAGE
ADDRESS: 7110 PINE DRIVE ALVIN, TX 77511
STATE OF TEXAS
COUNTY OF BRAZORIA

We, JOHN P. PAGE AND SHERRI PATRICE PAGE, owners of the property subdivided in the above and foregoing map of the RE-PLAT OF LOTS 1, 2, AND PART OF LOT 3 AND 4, BLOCK 6 OF DISNEY'S ADDITION, being a re-plat of 0.425 acres, situated in the City of Alvin, Brazoria County, Texas, do hereby make subdivision of said property, according to the lines, streets, lots, alleys, parks, building lines and easement as shown hereon, and dedicate for public use, the streets, alleys, parks and easements shown hereon, forever, and do hereby waive all claims for damages occasioned by the establishment of grades, as approved for the streets and drainage easements indicated, or occasioned by the alteration of the surface, or any portion of the streets or drainage easements to conform to such grades, and do hereby bind myself, my heirs, successors and assigns, to warrant and defend the title to the land so dedicated.

WITNESS my hand in _____ (City), _____ County, Texas, this _____ day of _____, 2015.

John P. Page
Sherri Patrice Page

STATE OF TEXAS
COUNTY OF BRAZORIA:

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

GIVEN under my hand and seal of Office, this _____ day of _____, 2015.

Notary Public in and for the State of Texas.
My Commission Expires: _____

STATE OF TEXAS
COUNTY OF BRAZORIA:

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

GIVEN under my hand and seal of Office, this _____ day of _____, 2015.

Notary Public in and for the State of Texas.
My Commission Expires: _____

PAGE ESTATES
3 LOTS, 1 BLOCK
AUGUST 12, 2015
A RE-PLAT OF 0.425 ACRES, BEING ALL OF LOT 1 AND 2 AND PART OF LOT 3 AND 4, BLOCK 6 OF DISNEY'S ADDITION TO ALVIN NO. 1, ACCORDING TO THE PLAT AS RECORDED IN VOLUME 5, PAGE 46, DEED RECORDS, BRAZORIA COUNTY, TEXAS.

SURVEYOR:
GORMLY SURVEYING, INC.
FRM# 10095700
P.O. BOX 862
ALVIN, TX 77512
CHAD A. GORMLY, RPLS

OWNER(S):
JOHN P. PAGE AND SHERRI PATRICE PAGE
7110 PINE DRIVE
ALVIN, TX 77511
713.320.5661

LEGEND:
ORRPBCT - OFFICIAL RECORDS OF REAL PROPERTY, BRAZORIA COUNTY, TEXAS
ORRST - OFFICIAL PUBLIC RECORDS, BRAZORIA COUNTY, TEXAS
PRBCT - PLAT RECORDS, BRAZORIA COUNTY, TEXAS
DRBCT - DEED RECORDS, BRAZORIA COUNTY, TEXAS
I PIPE - IRON PIPE
FND - FOUND
SQ. FT. - SQUARE FEET
AC. TR. - ACRE TRACT

- NOTES:
1. CHAD A. GORMLY HAS NOT PERFORMED AN ABSTRACT OF TITLE ON THE ABOVE SURVEYED TRACTS OF LAND.
 2. SOURCE OF BEARING BASED FROM THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 (SOUTH CENTRAL ZONE 4204) AS COMPUTED FROM GPS OBSERVATIONS.
 3. SIDEWALKS SHALL BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT, IF REQUIRED.
 4. STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, SHALL BE PROVIDED AT THE TIME OF BUILDING PERMIT, IF APPLICABLE.
 5. BUILDING LINES AS SHOWN ON THIS PLAT WILL APPLY TO FUTURE BUILDING PERMITS. STRUCTURES ARE EXISTING ON THESE THREE LOTS THAT ARE CLOSER TO THE ROWS THAN THE SHOWN BUILDING LINES.

STATE OF TEXAS
COUNTY OF BRAZORIA

I, _____ County Clerk of Brazoria County, Texas, do hereby certify that the written instrument with its authentication was filed for registration in my office on _____, 2015, at _____ o'clock _____ M. in Document Number _____.

Witness my hand and seal of office, at Angleton, Brazoria County, Texas, the day and date last written above.

Deputy _____ County Clerk of Brazoria County, Texas.

This is to certify that I, Chad A. Gormly, Registered Professional Land Surveyor No. 5796, of the State of Texas, have plotted the above subdivision from an actual survey on the ground; and that all block corners, lot corners and permanent referenced monuments have been set, that permanent control points will be set at completion of construction and that this plat correctly represents that survey made by me.

WITNESS MY HAND AND SEAL THIS _____ DAY OF August, 2015.

Chad A. Gormly, Registered Professional Land Surveyor No. 5796
P.O. Box 862, Alvin, Texas, 77512-0862, Phone (281) 331-0883



Sec. 21-4. - Variances.

Upon written request, city council may authorize a variance from this chapter. An applicant for a variance shall pay a nonrefundable fee, in an amount provided for in the fee schedule in chapter 28.

In granting a variance, the council shall prescribe those conditions it deems necessary or desirable to the public interest. In making the findings herein above required, the council shall take into account the nature of the proposed use of the land involved, the existing use of the land in the vicinity, the number of persons who will reside or work in the proposed subdivision, and the probable effect of such variance upon traffic conditions and upon public health, safety, convenience and welfare in the vicinity.

Any variance request shall first be reviewed by the planning commission, with a recommendation to council workshop, prior to city council action.

(Ord. No. 02-AA, §1, 6-20-02; Ord. No. 06-WW, §3, 12-21-06; Ord. No. 12-UU, §2, 11-1-12)

Sec. 21-37. - Lots.

- (a) Minimum setback lines. Minimum front residential building setback lines shall be at least twenty-five (25) feet. Minimum side setback lines shall be fifteen (15) feet on corner lots only when abutting another rear yard and when driveways are limited to front only. Lots abutting across walkways shall be treated as corner lots. Minimum rear residential, commercial, business and industrial setback lines shall be ten (10) feet. Minimum side residential, commercial, business and industrial setback lines shall be five (5) feet. Minimum commercial, business and industrial building front setback lines shall be at least twenty-five (25) feet, unless otherwise approved.

Exception: Minimum setback lines shall increase ten (10) feet from a sixty-foot right-of-way where minor or major thoroughfare is planned in the thoroughfare plan of the city.

- (b) Lot dimensions. Lot dimensions shall be a minimum of sixty (60) feet in width at the building setback line and of a depth so as to provide an area not less than seven thousand (7,000) square feet.
- (1) Residential lots that are served by public water and not served by public sewer shall be not less than one hundred twenty (120) feet in width at the building setback line and shall not have an area less than one-half acre. Consideration should be given to the possibility of resubdivision at such time that sanitary sewer service becomes available.
 - (2) Residential lots that are not served by public water and sewer shall be not less than one-hundred twenty (120) feet in width at the building setback line and shall not have an area less than one (1) acre.
 - (3) Depth and width of properties reserved or laid out for business and industrial purposes shall be adequate to provide for the off-street service and parking facilities required by the type of use and development contemplated.
 - (4) In an approved subdivision, lot sizes may be permitted to be increased in order to secure privacy within such lots, or to allow improvement on such lots to conform to the building requirements. However, in no case shall lot size changes be permitted if they result in creating one or more lots of size less than the minimum area requirements of this chapter.



AGENDA COMMENTARY

Meeting Date: 9/3/2015

Department: Economic Development Dept.

Contact: Larry Buehler, EDC Director

Agenda Item: Acknowledge receipt of the 2014 tax year Annual Report for Tax Increment Reinvestment Zone Number Two City of Alvin (Kendall Lakes TIRZ).

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary: The Kendall Lakes Tax Increment Reinvestment Zone (TIRZ) Board of Directors received and approved the Annual Report at their meeting on August 4, 2015. The Kendall Lakes TIRZ consists of approximately 541 acres. The Zone was created to capture the great potential the property has due to its location by partnering with the developer to reimburse the infrastructure necessary to support commercial and residential development. The Zone was created for 30-year duration. The Project Plan was amended in 2009 to revise land uses and project descriptions and to update various revenue and budget schedules for the Plan. The City's Economic Development department is utilizing the revised land plan to market and attract commercial and industrial uses as the highest and best use in the southernmost portion of the Zone. The 2004 base year value was \$286,780. The 2014 appraised value of the zone is \$19,692,416. This represents an increase of \$7,406,900, a 36.7% increase over the 2013 appraised value. This year's highlighted activities include the TIRZ board authorization to reimburse the developer for approximately \$103,000 of new recreational amenities on the designated recreation tract inside Kendall Lakes. This includes a multi-use play structure and a walking trail. This report must also be received by City Council and sent to the Texas Comptroller and the Texas Office of Attorney General.

Funding Expected: Revenue Expenditure N/A

Budgeted Item: Yes No N/A

Account Number: n/a Amount n/a

Legal Review Required: N/A Required Date Completed 8/26/2015

Supporting documents attached:

- Tax Increment Reinvestment Zone Number Two City of Alvin Annual Report

Recommendation: Acknowledge receipt of the 2014 tax year Annual Report for Tax Increment Reinvestment Zone Number Two City of Alvin (Kendall Lakes TIRZ).

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

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

2014 ANNUAL REPORT

**TAX INCREMENT REINVESTMENT ZONE
NUMBER TWO
CITY OF ALVIN, TEXAS**



Tax Year 2014

TABLE OF CONTENTS

City of Alvin, City Council	1
TIRZ Board of Directors	2
Description of Zone.....	3
Purpose of Zone.....	4
State of the Zone and Plan Implementation in 2014	6
Revenue.....	6
Expenditures	7
Interest Due on Outstanding Bonds	8
Base Value & Captured Appraised Value	9
Increment Received by Taxing Entities.....	9

LIST OF FIGURES

Figure 1: City of Alvin TIRZ Vicinity Map	3
Figure 2: City of Alvin TIRZ Boundary Map	3
Figure 3: City of Alvin TIRZ Original Land Plan.....	5
Figure 4: City of Alvin TIRZ Amended Land Plan	5

LIST OF TABLES

Table A: Revised Land Use Breakdown	4
Table B: Participation Schedule	6
Table C: Captured Appraised Value Generated For 2013	6
Table D: Five-Year Tax Increment Revenue Fund Balance History	6
Table E: Project Costs Changes in Amended Project Plan	7
Table F: Amended Total TIRZ and MUD Project Costs	8

COMPLIANCE

Texas Tax Code 311.016 (a):	
(1).....	6
(2).....	7
(3).....	8
(4).....	9
(5).....	9

CITY OF ALVIN, TEXAS

2014 CITY COUNCIL

Mayor

Hon. Paul Horn
(Hon. Gary Appelt Partial 2014)

Council Members

Hon. Scott Reed
District A

Hon. Adam Arendell
District B

Hon. Keith Thompson
(Hon. Jim Landriault Partial 2014)
District C

Hon. Roger E. Stuksa
District D

Hon. Gabe Adame
(Hon. Greg Bullard Partial 2014)
District E

Hon. Brad Richards
At Large 1

Hon. Terry Droege
At Large 2

**TAX INCREMENT REINVESTMENT ZONE NUMBER
TWO, CITY OF ALVIN, TEXAS
2014 BOARD OF DIRECTORS**

Position 1	Mike Pyburn, Chair City Council Designee
Position 2	Armando Cespedes City Council Designee
Position 3	Keith Thompson City Council Designee
Position 4	Marjorie Planka City Council Designee
Position 5	Andy Reyes City Council Designee
Position 6	Vicki Ennis City Council Designee
Position 7	Ron Mercer City Council Designee
Position 8	Tom Stansel City Council Designee
Position 9	Ricky Kubeczka Developer Designee

DESCRIPTION OF ZONE

In accordance with the Tax Increment Financing Act (Chapter 311, Tax Code), the City of Alvin, Texas (the “City”) established Reinvestment Zone Number Two, City of Alvin, Texas (the “Zone”) on December 22, 2003. The Zone, also known as the Kendall Lakes TIRZ, consists of approximately 541 acres located in Brazoria County, Texas (the “County”) near the City’s northern boundary. The Project Plan and Reinvestment Zone Financing Plan (the “Plan” or “Project Plan”) was adopted by City Council on April 19, 2007. An amended Project Plan was adopted by City Council on April 2, 2009.

To aid and assist in the implementation of the Plan, the City created the Kendall Lakes TIRZ Redevelopment Authority (the “Authority”), a Local Government Corporation incorporated on August 2, 2006. The private sector developer for the Zone is Skymark Development Company, Inc. (the “Developer”), a Texas corporation. The Zone, Authority and the Developer entered into an Amended and Restated Development Agreement in 2009.

The Zone is bounded generally by the American Canal, State Highway 35, a southern boundary approximately parallel to Victory Lane, and the Atchison Topeka and Santa Fe Railroad. All of the land is located in the City of Alvin, Brazoria County, Texas and at the inception of the Zone was predominantly open and platted as residential. A map illustrating the general vicinity of the Zone within the City follows as Figure 1. Figure 2 depicts the Zone boundary. The Zone was created to capture the great potential the property has due to its location by partnering with the Developer to reimburse the infrastructure necessary to support commercial and residential development. The Zone was created for a 30-year duration, or until dissolved by the City.

Figure 1: Vicinity Map

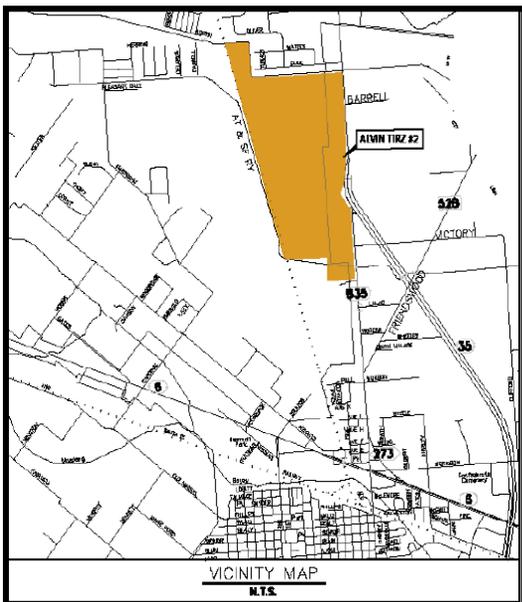


Figure 2: Zone Boundary



PURPOSE OF ZONE

The original purpose of the Zone was to facilitate the development of a quality master-planned community, including a new single-family development consisting of 1,869 new homes, 52 acres of commercial development, with amenities and sustainability that will contribute to the growth of the tax base for the City.

The City Council in adopting the ordinance creating the Zone, found that the projects described in the Plan provided a focused planning and financing mechanism to promote and monitor this significant development effort to the benefit of all the citizens of the City, individual and corporate. But for the creation of the Zone and the participating jurisdictions, this area would not likely experience the magnitude of private investment necessary for this property to develop in the proposed manner or to the standards and quality planned in the foreseeable future.

The City Council further found that improvements in the Zone will enhance the value of all taxable real property within the Zone and will be of general benefit to the City. The methods of financing and the sources of funding available to the Zone are described in the Project Plan.

The Project Plan was amended in 2009 to revise land uses and project descriptions, and to update various revenue and budget schedules for the Plan. The City's Economic Development Corporation has begun to utilize the revised land plan as the basis to market and attract commercial and industrial uses as the highest and best use in the southernmost portion of the Zone. Table A shows the breakdown of the revised land uses shown in the amended Plan.

Table A: Revised Land Use Breakdown

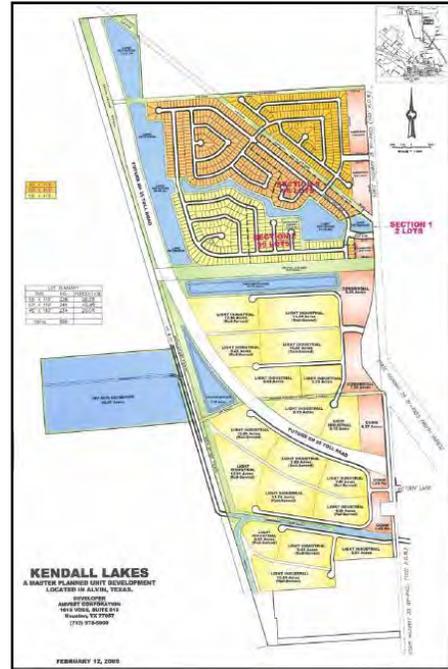
Land Use	Acreage	Percent
Residential	99	18%
Commercial/Retail	42	8%
Light Industrial	177	32%
Detention/Amenity Lakes/Drainage	81	16%
Roadways/Easements/Open Space	142	26%
Total	541	100%

The original Land Plan for the Zone is shown below as Figure 3 and the amended Land Plan is shown in Figure 4.

Figure 3: Original Land Plan



Figure 4: Amended Land Plan



Brazoria County Certified Appraisal Roll for 2014 indicated a total of 104 homes were occupied.

STATE OF THE ZONE AND PLAN IMPLEMENTATION IN 2014

Revenue

1. The information provided in the section is in accordance with § 311.016 (a) (1) of the Texas Tax Code, which requires inclusion of the amount and source of revenue in the tax increment fund established for the Zone.

In 2014, the City was the sole participating taxing entity in the Zone. Table B below shows the City's tax rate for 2014 and the 2 previous years, all in which the City has dedicated 100% to the Zone.

Table B: Participation Schedule

Jurisdiction	2012 Tax Rate	2013 Tax Rate	2014 Tax Rate	Zone Duration
City of Alvin	\$0.8438	\$0.8436	\$0.8386	2004-2034

Tax Rate Source: Brazoria County Appraisal District

Table C illustrates the captured appraised value between the base year 2004 and tax year 2014.

Table C: Captured Appraised Value Generated For 2014

Taxing Entity	Base Year Value (2004)	2014 Value	2014 Captured Appraised Value (Increment)
City of Alvin	\$286,780	\$19,979,196	\$19,692,416

Table D below shows the amount of the City's incremental revenue paid into the tax increment fund for the previous 5-year period.

Table D: Five-Year Tax Increment Revenue Fund Balance History

Taxing Entity	2010	2011	2012	2013	2014
City of Alvin	\$28,411	\$53,177	\$72,446	\$90,813	\$143,289

Note: Amounts shown include City's 5% Administrative Fee

Expenditures

2. The information provided in this section is in accordance with § 311.016 (a) (2) of the Texas Tax Code, which requires inclusion of the amount and purpose of expenditures from the fund.

The Board of Directors of the Zone has been granted by City Council, in accordance with Section 311.010 of the Texas Tax Code, the power to administer, manage and operate the Zone and to implement the Plan. The Zone was created for duration of 30 years, or until dissolved by the City.

The total estimated cost of the public improvements within the Zone that will be reimbursed with tax increment, as outlined in the amended Project Plan, amounts to \$29,877,039. The overall development financing structure includes both TIRZ and Municipal Utility District (“MUD”) infrastructure reimbursements. Table E shows the specific changes to project costs included in the amended Project Plan. Table F reflects the amended total for TIRZ and MUD project costs.

Table E: Project Costs Changes in Amended Project Plan

Revised Estimated Project Costs Based on Land Plan Revision		
TIRZ Projects	Original Project Costs	Revised Projected Costs
Public Streets	\$3,228,039	\$4,130,000
Clearing and Grubbing	\$140,420	\$194,000
Parks and Recreation	\$920,000	\$920,000
Enhanced Landscaping	\$2,976,885	\$1,830,000
Engineering	\$1,037,302	\$1,061,000
Contingency	\$691,534	\$707,400
Total	\$8,994,180	\$8,842,400

Table F: Amended Total TIRZ and MUD Project Costs

Proposed Distribution of Public Infrastructure Costs

Projects	TIRZ Projects	MUD Projects	Total
Public Streets	\$4,130,000		\$4,130,000
Clearing and Grubbing	\$194,000	\$685,580	\$879,580
Parks and Recreation	\$920,000		\$920,000
Enhanced Landscaping	\$1,830,000		\$1,830,000
Water Lines		\$3,261,793	\$3,261,793
Sanitary Sewer Lines		\$6,451,264	\$6,451,264
Storm Sewers		\$4,982,872	\$4,982,872
Storm Water PPP		\$773,961	\$773,961
Detention Pond and Channel		\$3,434,383	\$3,434,383
Engineering	\$1,061,000	\$3,033,400	\$4,094,400
Contingency	\$707,400	\$1,683,583	\$2,390,983
TIRZ Creation Costs	\$125,000		\$125,000
TIRZ Administration	\$600,000		\$600,000
Value Rebated to MUD	\$12,564,422		\$12,564,422
City 5% Administration Charge	\$1,303,607		\$1,303,607
Reimbursable to City for Services	\$6,441,610		\$6,441,610
Miscellaneous		\$1,052,653	\$1,052,653
Total	\$29,877,039	\$25,359,489	\$55,236,528

TIRZ Authorized Projects in 2014:

To date, all expenditures have been advanced by the Developer and no project costs have been reviewed by an independent auditor. No projects were authorized in 2014. The eligible administrative expenses totaled \$40,141.95 and included legal, bookkeeping, municipal cost of service, insurance, audit services, and zone administration and management fees, all of which were paid from the increment funds transferred to the Kendall Lakes Redevelopment Authority.

Interest Due on Outstanding Bonds

3. The information provided in this section is in accordance with § 311.016 (a) (3) of the Texas Tax Code, which requires inclusion of the amount of principal and interest due on outstanding bonded indebtedness.

The Zone issued no debt and therefore had no interest or principal due on outstanding bonds.

Base Value & Captured Appraised Value

4. The information provided in this section is in accordance with § 311.016 (a) (4) of the Texas Tax Code, which requires inclusion of the tax increment base and current captured appraised value retained by the Zone.

The captured appraised value of the Zone is the total appraised value of all real property located within the Zone, less the tax increment base value. In each year subsequent to the base year, the Zone will receive tax increment revenue based on ad valorem property taxes levied and collected by each participating taxing unit on the captured appraised value of the Zone.

As of January 1, 2004, the base year for the Zone, the total appraised value of the property was \$286,780. On January 1, 2014, the area encompassed by the Zone had a total appraised value of \$19,979,196. As a result, the total captured appraised value on the tax roll as of January 1, 2014 was \$19,692,416 as illustrated in Table C.

Increment Received by Taxing Entities

5. The information provided in this section is in accordance with § 311.016 (a) (5) of the Texas Tax Code, which requires inclusion of the captured appraised value shared by the City and other taxing units, the total amount of tax increments received, and any additional information necessary to demonstrate compliance with the Plan.

The City is the only participating taxing entity in the Zone. The increment revenue generated for tax year 2014 was \$143,289 as shown in Table D.



AGENDA COMMENTARY

Meeting Date: 9/3/2015

Department: Parks and Recreation

Contact: Dan Kelinske, Parks & Rec Director

Agenda Item: Consider Addendum No. 3 for a one (1) year agreement renewal with American Janitorial Services for janitorial services of City facilities for an amount of \$61,680.00; and authorize the City Manager to sign.

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary: City owned facilities receiving routine janitorial services include: City Hall +/- 16,277 sq.ft. 4 days / week, Public Services Facility +/- 8,671 sq.ft. 4 days per week, Library +/- 18,164 sq.ft 6 days per week, Senior Citizen Center +/- 10,000 sq.ft 5 days per week, Museum +/- 7,000 sq.ft 2 days per month, Alvin Convention and Visitor’s Bureau Office/Train Depot +/- 1,482 sq.ft. 2 days per week, Portable Restroom (for scheduled events). Other City owned facilities receiving “as needed” janitorial services include: Bob Briscoe Park restrooms, Lions Park restrooms, Pearson Park restrooms, Bob Owen Pool restrooms, Morgan Park restrooms and recently adding the Girl Scout house, which hosts numerous recreational programs offered through the Alvin Parks and Recreation department.

The original agreement was approved on September 5, 2012. This request is for the third and final renewal allowed under the terms of the agreement. American Janitorial has not requested a price increase from the original agreement pricing of \$57,780, (except for the 2013 Addendum when additional office space at the Public Service Facility was added for an additional amount of \$325 per month, totaling \$3,900 annually.)

Funding Expected: Revenue Expenditure N/A

Budgeted Item: Yes No N/A

Account Number: Departmental Building/Grounds maintenance accounts Amount \$61,680

Legal Review Required: N/A Required Date Completed 8/26/2015

Supporting documents attached:

- Addendum No. 3 including the Girl Scout House
- 2015 Request for renewal letter
- 2015 Addendum Girl Scout House Pricing

- Addendum #2
 - Original Contract
-

Recommendation: Move to approve Addendum No. 3 for a one (1) year agreement renewal with American Janitorial Services for janitorial services of City facilities for an amount of \$61,680.00; 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

ADDENDUM NO. 3
TO THE
CITY OF ALVIN
JANITORIAL SERVICES AGREEMENT

THIS Addendum No. 3 to the City of Alvin Janitorial Agreement (“Addendum No. 3”) is made on this the _____ day of _____, 2015 by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the “City”) and American Janitorial Services, LTD., (“American Janitorial”).

WHEREAS, on August 16, 2012, the City approved and entered into a Janitorial Services Agreement for janitorial services to the City of Alvin facilities (the “Agreement”); and

WHEREAS, this Agreement provided for a term ending on August 31, 2013; and

WHEREAS, Section IV of the Agreement states that renewal shall be the sole option of the City if agreed to by vendor. (See American Janitorial letter attached as Exhibit “A”). The initial Agreement shall be for one year, with three additional one year renewable options; and

WHEREAS, American Janitorial has now provided two (2) one-year renewal terms, and now requests the third additional one year term to provide janitorial services for City facilities; and

WHEREAS, the City and American Janitorial desire to extend the term of the Agreement for an additional year ending August 31, 2016.

WITNESSETH:

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

I.

This renewal term is subject to all the provisions contained within the original Agreement, except as amended by the 2013 Addendum to provide cleaning for the new addition at the Public Works Facility and the 2015 Addendum (“Addendum No. 3) to provide a la carte cleaning at the Girl Scout House (See attached).

II.

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement, and Addendum No. 3, the provisions of Addendum No. 3 shall control.

Addendum No. 3 may only be amended, modified or supplemented by written agreement and signed by all parties.

IN WITNESS WHEREOF, the parties have made and executed Addendum No. 3 to the Janitorial Services Agreement in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

AMERICAN JANITORIAL SERVICES

CITY OF ALVIN, TEXAS

By: _____
Name: _____
Title: _____

By: _____
Sereniah Breland, City Manager

ATTEST/SEAL

ATTEST/SEAL

By: _____
Name:
Title:

By: _____
Dixie Roberts, City Clerk

APPROVED AS TO FORM:

By: _____
Bobbi J. Kacz, City Attorney



**AMERICAN
JANITORIAL
SERVICES**

• EXCELLENCE • INTEGRITY • RESPONSIVENESS

July 15, 2015

Attn: Dan Kelinske
City of Alvin
216 West Sealy
Alvin, TX 77511

Re: Janitorial Contract Renewal

Dear Mr. Kelinske,

American Janitorial Services wishes to renew with the City of Alvin, our services at the same monthly contract price from September 01, 2015 through August 31, 2016.

If we can be of further assistance, please do not hesitate to call me at (281) 922-0055.

Sincerely,

American Janitorial Services, Ltd.

Anni Greene
Director of Sales



Addendum

Between

American Janitorial Services, Ltd.

And

City of Alvin – Girl Scout House

Effective: _____

Girl Scout House

As Requested

Janitorial Services Per Clean _____ \$35.00

Supply Cost Per Clean _____ \$15.00

Total Cost Per Clean _____ \$50.00

Client's Signature

Date

ADDENDUM NO. 2

**TO THE
CITY OF ALVIN
JANITORIAL SERVICES AGREEMENT**

THIS Addendum No. 2 to the City of Alvin Janitorial Agreement ("Addendum No. 2") is made on this the 7th day of August, 2014 by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the "City") and American Janitorial Services, LTD., ("American Janitorial").

WHEREAS, on August 16, 2012, the City approved and entered into a Janitorial Services Agreement for janitorial services to the City of Alvin facilities (the "Agreement"); and

WHEREAS, this Agreement provided for a term ending on August 31, 2013; and

WHEREAS, Section IV of the Agreement states that renewal shall be the sole option of the City if agreed to by vendor. (See American Janitorial letter attached as Exhibit "A"). The initial Agreement shall be for one year, with three additional one year renewable options; and

WHEREAS, American Janitorial has now provided one (1) one-year renewal term, and now requests the second additional one year term to provide janitorial services for City facilities; and

WHEREAS, the City and American Janitorial desire to extend the term of the Agreement for an additional year ending August 31, 2015.

WITNESSETH:

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

I.

This renewal term is subject to all the provisions contained within the original Agreement, except as amended by the 2013 Addendum to provide cleaning for the new addition at the Public Works Facility.

I.

SCOPE OF SERVICES

Contractor agrees to perform the services and comply with the provisions specified in the Invitation for Bids (“IFB”), copies of which are attached hereto as Exhibit “A” respectively, and incorporated herein by reference for all purposes. The IFB consists of the Notice to Bidders, Instructions to Bidders, Work Specifications and Bid Submittal Form. The IFB comprises a part of this Contract as if fully set forth herein. To the extent of a conflict or inconsistency between or among the provisions of this Contract, the IFB, the documents shall control in the following order of precedence:

- (1) this Janitorial Services Contract;
- (2) the IFB documents.

II.

COMPENSATION

Contractor shall perform the services required by this Contract for the fees set forth in Contractor’s Bid Submittal Form in the total amount of \$57,780.00 (Fifty-Seven Thousand Seven Hundred Eighty and No/100 Dollars). “Additional Services” as outlined in the Work Specifications will be at an additional cost, not included in the total amount, on a per request - per services performed basis. Contractor shall bill the City with separate invoices for each location. Contractor shall submit the invoices on or before the 10th day of each month for services performed in the preceding month. Payment shall be made by the City as described by Chapter 2251 of the Texas Government Code (known as the Texas Prompt Payment Act), that being thirty (30) days from City’s receipt of Contractor’s invoice.

III.

NOTICE

Contractor shall notify the City of any changes of address, phone number, or email within five (5) business days.

IV.
TERM

Subject to the provisions of this Contract, the term of this Contract shall commence upon the Effective Date as determined by the last signature date of the Parties below; and shall terminate one year later unless terminated earlier in accordance with the provisions hereof. The Contract shall be for one (1) year with three (3) additional one (1) year renewable options. Renewal shall be the sole option of the City and subject to agreement by Contractor. The City may cancel this Contract without cause upon thirty (30) days written notice to Contractor. The City Manager has the authority to provide notice of termination to Contractor subject to Council approval.

IN WITNESS WHEREOF, the Parties have made and executed this Janitorial Services Contract in multiple copies, each of which shall be an original, as of the dates indicated below.

CONTRACTOR:

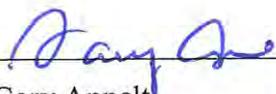
AMERICAN JANITORIAL SERVICES, LTD.

By: 
Name: Anni Greene
Title: Partner
Date: Sept. 5, 2012

ATTEST/SEAL

By: 
Name: Elizabeth Hernandez
Title: Admin Asst.
Date: Sept. 5, 2012

CITY OF ALVIN, TEXAS

By: 
Gary Appelt
Mayor
Date: August 27, 2012

ATTEST/SEAL

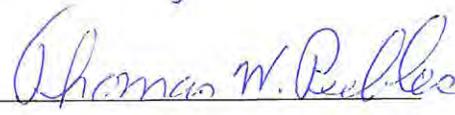
By: 
Thomas Peebles
City Clerk
Date: August 29, 2012

EXHIBIT "A"



July 12, 2012

City of Alvin
Attn: Honorable Mayor and City Council
Office of the City Clerk
216 West Sealy
Alvin, TX 77511

RE: Bid No. B-12-17 Janitorial Services

Thank you for allowing us to submit our proposal for cleaning services at your facility.

Our price is based on a time/task/space analysis and includes:

- A. Equipment and Materials
- B. Supervision and Trained Personnel
- C. Insurance and Administration
- D. Uniforms and/or I.D. Tags
- E. A new communication technology to our clients that sets us apart from any other janitorial service in our industry.

If awarded the contract, we assure you that we will provide the optimum in cleaning to meet the demands of your customers, staff, and visitors.

Thank you for the opportunity to earn your business.

Sincerely,

American Janitorial Services, Ltd.

Anni Greene
Sales/Marketing

15255 Gulf Freeway
Ste. 105F
Houston, Texas 77034

(281) 922-0055
Fax: (281) 922-0050



JANITORIAL SERVICE BID SUBMITTAL FORM

ITEM # 1

City Hall **216 West Sealy** **16,277 square feet**
4 Days Per Week (Monday – Thursday)

Janitorial Services Per Month \$ 900.00
(As specified in the Daily, Weekly,
Monthly and Quarterly detail)

Supply Cost Per Month \$ 250.00

Total Cost Per Month \$ 1,150.00

Additional Services:

Shampoo carpeted area (as requested) \$.07/sf

Clean exterior windows \$ 170.00

ITEM # 2

Public Services Facility **1100 W Highway 6** **8,671 square feet**
4 Days Per Week (Monday – Thursday)

Janitorial Services Per Month \$ 500.00
(As specified in the Daily, Weekly,
Monthly and Quarterly detail)

Supply Cost Per Month \$ 195.00

Total Cost Per Month \$ 695.00

Additional Services:

Shampoo carpeted area (as requested) \$.07/sqft

Clean exterior windows \$ 150.00

JANITORIAL SERVICE BID SUBMITTAL FORM

ITEM # 3

Library **105 South Gordon** **18,164 square feet**
6 Days Per Week (Monday – Saturday)

Janitorial Services Per Month \$ 1,150.00
(As specified in the Daily, Weekly,
Monthly and Quarterly detail)

Supply Cost Per Month \$ 300.00

Total Cost Per Month \$ 1,450.00

Additional Services:

Shampoo carpeted area (as requested) \$.07/sqft.

Clean exterior windows \$ 175.00

ITEM # 4

Senior Citizen Facility **309 W. Sealy** **10,000 square feet**
5 Days Per Week (Monday-Friday) **(approximately)**

Janitorial Services Per Month \$ 675.00
(As specified in the Daily, Weekly,
Monthly and Quarterly detail)

Supply Cost Per Month \$ 200.00

Total Cost Per Month \$ 875.00

Additional Services:

Strip, seal and refinish tile floor (annually) \$.17/sqft.

Shampoo carpeted area (as requested) \$.07/sqft.

Clean exterior windows \$ 142.00

JANITORIAL SERVICE BID SUBMITTAL FORM

ITEM # 11

Morgan Park Restrooms

1500 West South Street

As Requested

Janitorial Services Per Clean	\$ <u>50.00</u>
Supply Cost Per Clean	\$ <u>15.00</u>
Total Cost Per Clean	\$ <u>65.00</u>

ITEM # 12

Bob S. Owen Pool Restrooms

919 Bayou Drive

As Requested

Janitorial Services Per Clean	\$ <u>50.00</u>
Supply Cost Per Clean	\$ <u>15.00</u>
Total Cost Per Clean	\$ <u>65.00</u>

Metropolitan Transit Authority
1900 Main
P.O. Box 61429
Houston, Texas 77208-1429

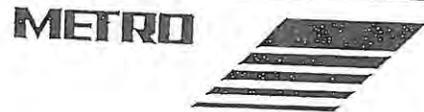
713-739-4000

www.ridemetro.org

July 29, 2008

METRO Board of Directors
David S. Wolff, Chairman
Gerald B. Smith, Vice Chairman
Jackie L. Freeman, Secretary
Burt Ballanfant
George A. DeMontrond III
James Dixon II
Carmen Orta
Trinidad Mendenhall Sosa
C. Jim Stewart III

President & Chief Executive Officer
Frank J. Wilson



SMALL BUSINESS PROGRAM
NOTICE OF RECERTIFICATION
71-06-03-706

Mr. Serjio R. Licona
American Janitorial Services, Ltd.
2951 Marina Bay Drive Ste. 130 #395
League City, TX 77573

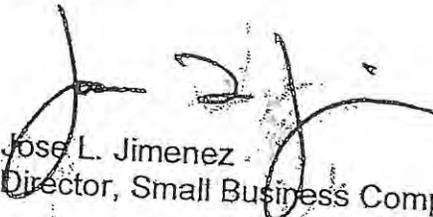
Dear Mr. Licona:

Your application for recertification as a small business enterprise by the **METRO** (Metropolitan Transit Authority) has been approved. We are continuing to include your business in our database of certified small businesses. Your firm will also be included in our **SMALL BUSINESS PROGRAM DIRECTORY** when our next update is made. This affirms your recertification as a small business with **METRO**.

The certification is valid for a period of **three years from the date of this letter**. The certification number should be used on all bids, requests for proposal, and all other correspondence with the Metropolitan Transit Authority. It will be necessary to reapply for small business certification at least two weeks prior to the expiration date.

Should you have any questions concerning METRO's **SMALL BUSINESS PROGRAM** provisions or procedures, please contact Shurronda Murray at (713) 739-4845. Thank you for your interest in the program.

Sincerely,



Jose L. Jimenez
Director, Small Business Compliance

State of Texas

Historically Underutilized Business Certification and Compliance Program



The Texas Comptroller of Public Accounts (CPA),
hereby certifies that

AMERICAN JANITORIAL SERVICES LTD.

has successfully met the established requirements of the
State of Texas Historically Underutilized Business (HUB) Program
to be recognized as a HUB.

This certificate, printed 04-JUL-2009, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

A handwritten signature in cursive script that reads "Paul A. Gibson".

Certificate/VID Number: 1020578957000
File/Vendor Number: 22231
Approval Date: 30-JUN-2009
Expiration Date: 30-JUN-2013

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/hubonly.html>) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.



U.S. Green Building Council

American Janitorial Services, Ltd. MEMBER SINCE 2009

THE U.S. GREEN BUILDING COUNCIL IS THE NATION'S FOREMOST COALITION OF LEADERS WORKING TO TRANSFORM THE WAY BUILDINGS AND COMMUNITIES ARE DESIGNED, BUILT AND OPERATED, ENABLING AN ENVIRONMENTALLY AND SOCIALLY RESPONSIBLE, HEALTHY, AND PROSPEROUS ENVIRONMENT THAT IMPROVES THE QUALITY OF LIFE.

Paul D. A. Vittori

Paul Vittori, Chair

R.

S. Richard Fedrizzi, President, CEO and Founding Chairman

REFERENCES

CONFIDENTIAL INFORMATION

1. Metro Transit Authority-10 locations- (have worked for them over 15yrs.)
713-739-3850
Jacqueline Fitzgerald
2. YMCA-16 locations-(have worked for them over 15 yrs.)
713-758-9146
Marcia Jones Calloway
3. City of League City-(have worked for them over 13yrs.)
281-554-1400
Tony Meyer
4. City of La Porte- 9 locations-(have worked for them 8 yrs)
281-470-5123 & 281-470-5141
Susan Kelley & Scott Bradley
5. City of Spring Valley- 2 locations-(have worked for them 7 yrs)
713-465-8308
Betty Lusk
6. City of Seabrook- (have worked for them 5 yrs)
281-291-5680
Gayle Cook
7. City of Friendswood- (have worked for them 15 yrs)
281-996-3229
James Toney



AGENDA COMMENTARY

Meeting Date: 9/3/2015

Department: Parks and Recreation **Contact:** Dan Kelinske, Parks & Rec Director

Agenda Item: Consider Addendum No. 1 for a one (1) year agreement renewal with DeLeon & Son Lawn Services, Company for manicured mowing services of various city owned properties in an amount not to exceed \$101,085.00; and authorize the City Manager to sign.

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary: The original agreement was approved September 4, 2014 in the amount of \$101,085.00 utilizing the public bid process. This renewal would be the first of four annual renewals allowed under the terms of the agreement. DeLeon & Son provides the manicured mowing services for the following city owned properties: Lift Stations 23B,14,29,30,31,33; water wells #3,4,6,7,8 and three water towers; City Hall, Lot at W. Willis St. and Hardie St., Library, Senior Citizens Center, Museum, Public Services Facility, Alvin Animal Adoption Center, Alvin Police Department, Bob S. Owen Pool, Girl Scout House Lot, American Legion Lot, Fire Stations #1 (w/ overflow parking lot), #2 and #3, EMS Station, Fire Training Field, Dyche Lane Property, Lot at N. Gordon St. and W. Willis St., ACVB Grounds/Train Depot; North & South bound entrance sign area on Bypass 35, two "Welcome to Alvin" signs along Highway 6; Ruben Adame Park, Newman Park, Citizens Park, Sealy Park, Prairie Dog Park and Oak Park Cemetery.

Funding Expected: Revenue Expenditure N/A

Budgeted Item: Yes No N/A

Account Number: Departmental Building/Grounds
Maintenance Accounts Amount _____

Legal Review Required: N/A Required Date Completed 8/26/2015

Supporting documents attached:

- Addendum No. 1
- Renewal Request Letter
- Original Agreement

Recommendation: Move to approve Addendum No. 1 for a one (1) year agreement renewal with DeLeon & Son Lawn Services, Company for manicured mowing services of various city owned properties in an amount not to exceed \$101,085.00; 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

ADDENDUM NO. 1

**TO THE
CITY OF ALVIN
AGREEMENT FOR
MANICURED MOWING SERVICES**

THIS Addendum No. 1 to the City of Alvin Agreement For Manicured Mowing Services (“Addendum No. 1”) is made on this the _____ day of _____, 2015, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the “City”) and DeLeon & Son Lawn Services, Company (“DeLeon”).

WHEREAS, on September 4, 2014, the City approved and entered into an Agreement For Manicured Mowing Services with DeLeon for lawn services of City properties (the “Agreement”); and

WHEREAS, the Agreement provided for a term ending on September 30, 2015; and

WHEREAS, Section 4.01 of the Agreement states that upon mutual consent of the parties and approval of the governing body, this Agreement may be renewed for one (1) year additional terms, for a total of four (4) years, and each renewal term shall be attached to the Agreement as an Addendum; and

WHEREAS, the City and DeLeon approved to extend the Agreement to extend the term of the Agreement for an additional year ending September 30, 2016; and

WHEREAS, the parties now mutually consent to add additional city properties for the remainder of the term.

WITNESSETH:

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

I.

This renewal term is subject to all the provisions contained within the original Agreement, including the provisions in Section 3.02 unless terminated earlier in accordance with the terms of the original Agreement.

II.

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement, and Addendum No. 1, the provisions of Addendum No. 1 shall control.

Addendum No. 1 may only be amended, modified or supplemented by written agreement and signed by all parties.

IN WITNESS WHEREOF, the parties have made and executed Addendum No. 1 to the Manicured Mowing Services Agreement in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

DELEON & SON LAWN SERVICES, CO.

CITY OF ALVIN, TEXAS

By: _____
Fernando DeLeon, President

By: _____
Sereniah Breland, City Manager

ATTEST/SEAL

ATTEST/SEAL

By: _____
Name:
Title:

By: _____
Dixie Roberts, City Clerk

APPROVED AS TO FORM:

By: _____
Bobbi J. Kacz, City Attorney

DeLeon & Son Lawn Services, Co.
4358 County Road 145
Alvin, TX 77511
281-388-1278

August 13, 2015

City of Alvin
Mr. Dan Kelinske
216 West Sealy
Alvin, TX 77511

RE: Lawn Maintenance Service Agreement

Dear Mr. Kelinske:

I would like to request an extension of the current lawn maintenance contract for an additional year through the end of September 2016. Thank you for giving me the opportunity to make this request and continue to beautify our City.

Sincerely,
Fernando DeLeon

Mowing Services attached hereto as Exhibit "A" and incorporated herein by reference (the "Bid"). Such services shall include, but not be limited to, the services specified in the Bid and shall be performed according to the schedule set forth in Exhibit "A". Notwithstanding the foregoing, the City reserves the right to delete locations from the scope of services at any time during this Agreement and reduce the payment to the Contractor in the amount of the per trip price for such location(s) multiplied by the number of trips remaining in the fiscal year. During the term of this Agreement, the City may issue a change order and add or delete to the mowing locations.

Contractor shall use professionally accepted mowers as determined by location. All curb lines, edges etc. shall be edged with every mowing. Weed-eating shall be done around all buildings, trees, shrubs, posts, tire stops, etc. with every mowing. Contractor shall take all necessary precautions to minimize and avoid damage to trees, glass windows, doors, vehicles, etc. The contractor shall be held accountable for any damages.

III. COMPENSATION

3.01 – Payment Terms.

Subject to the terms of this Agreement and in consideration for the services to be performed hereunder, the City agrees to pay and the Contractor agrees to accept during the term hereof the amount of \$ 101,085.00 for manicured mowing services required hereunder for the fiscal year 2014-2015.

In each fiscal year hereafter in which this Agreement is funded by the City Council, the annual amount of \$ 101,085.00 may be renewed by mutual agreement between contractor and the City at the same rate. The City shall pay the per trip charges shown in Exhibit "A", attached hereto and incorporated herein by reference, if the City requests more than stated number of mowing and trimming cycles at the locations listed in Exhibit "A".

To receive payment the Contractor shall submit monthly invoices to the City on or before the tenth (10th) day of each month for the services rendered in the preceding month specifying services rendered, dates of service and the amount(s) owed pursuant to this Agreement.

Payments shall be made in equal monthly installments or for exact moneys on or about thirty (30) days after receipt and approval of the invoice(s).

3.02 – Allocated Funds.

- (a) The City's duties to pay money to the Contractor for any purposes under this Agreement are limited in their entirety by the provisions of this Section 3.02.
- (b) The Contractor recognizes and understands that the City has appropriated and allocated the sum of \$ 101,085.00, to be used to discharge its duties to pay money under this Agreement (the "Original Allocation") during the remaining months of fiscal year 2014-2015. The parties recognize that the executive and legislative officers of the City, in the exercise of their sound discretion, may allocate supplemental sums of money for the purpose of this Agreement for succeeding fiscal years. Because the City's officers are not obligated to make any such supplemental allocations, the parties have agreed to certain procedures and remedies to be followed with respect thereto.
- (c) A supplemental allocation will only be deemed to be made when the City sends a written notice to the Contractor indicating that supplemental sums have been allocated for the purpose of this Agreement.
- (d) The aggregate of the Original Allocation and all supplemental allocations effected by notice to the Contractor, if any, shall be the Allocated Funds. The City shall never be obligated to pay any money by, through or under this Agreement in an aggregate amount which exceeds the Allocated Funds.
- (e) Suspension of performance and receipt of payment of sums owed by the City for services rendered shall be the Contractor's exclusive remedies in the event that the City fails or refuses to make supplemental allocations. No such failure or refusal shall constitute a default or breach of this Agreement by the City, and the Contractor waives any claim (other than its claim for payment of sums owed for services rendered) it may have now or in the future for financial losses or other damages which may be occasioned by any such failure or refusal.

IV.

TERM AND RENEWAL OPTION

4.01 - Term.

The term of this Agreement shall commence on **October 1, 2014** and shall end on **September 30, 2015**. However, upon mutual consent of the parties, this agreement may be extended for one (1) year extensions for a total of four (4) years. Each extension must be evidenced in writing and approved by the appropriate authorities of each party. Such renewal shall be for the same compensation provided in Section 3.02 of this Agreement, unless terminated earlier in accordance with the terms of this Agreement.

V.
TERMINATION

5.01 – With Cause.

The City may terminate this Agreement upon default of the Contractor. A default shall be deemed to have occurred if the Contractor fails to perform or observe any of the terms or conditions of this Agreement required to be performed or observed by it. Should such a default occur, the City shall have the right to terminate the Contractor's duties under this Agreement as of the (10th) day following the receipt of a written notice to the Contractor from the City describing such default and intended termination, provided that:

- (i) such termination shall be ineffective if within the ten (10) day period the Contractor cures the default; and
- (ii) such termination may be stayed, at the sole option of the City pending cure of the default if action to cure begins during the ten (10) day period and is successfully complete within a reasonable time thereafter.

5.02 – Without Cause.

This Agreement may be terminated by the City without cause upon thirty (30) days advance written notice to the Contractor.

VI.
INSURANCE

6.01 - Insurance

A. Coverage and Amounts.

The Contractor shall provide and maintain insurance in full force and effect at all times during the term of this Agreement. Such insurance is described as follows:

- (1) **Risk and Limits of Liability.** The insurance at a minimum must include the following coverages and limits of liability;

COVERAGE

LIMITS OF LIABILITY

Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence
Commercial General Liability Including Blanket Contractual Liability	Bodily Injury and Property Damage Limits of \$1,000,000 each Occurrence and \$2,000,000 Aggregate
Automobile Liability	Bodily Injury and Property Damage Combined Single Limit \$1,000,000 Each Occurrence

- (2) **Form of Policies.** The insurance may be in one or more policies of insurance, the form of which must be approved by the Parks and Recreation Director.
- (3) **Issuers of Policies.** The issuer of any policy must have the certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible and reputable and must have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the Parks and Recreation Director as to conformance with these requirements.
- (4) **Insured parties.** Each policy must name the Contractor and the city (and the officers, agents and employees of the City) as insured parties.
- (5) **Deductibles.** A policy may contain deductible amounts. Notwithstanding the deductible amounts, the Contractor shall assume and bear any claims or losses to the extent of such deductible amounts and waives any claim it may ever have for the same against the City, its officers, agents, or employees.
- (6) **Cancellation.** Each policy must expressly state that it may not be canceled unless thirty (30) days advance notice of cancellation is given in writing to the Parks and Recreation Director.
- (7) **Subrogation.** Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents is employees.

- (8) **Liability for Premium.** If any of the policies referred to above does not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate certificate or waiver sufficient to establish that the issuer is entitled to look only to the Contractor for any further premium payment and has right to recover any premiums from the City.

B. Delivery of Policies. The original of all polices referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them; together with written proof that the premiums have been paid, shall be deposited by the Contractor with the Parks and Recreation Director prior to the beginning of the term of this Agreement.

Failure on the part of the Contractor to furnish a new policy or certified copy thereof before the expiration date of any such policy, or failure to obtain a new policy before the date fixed for the cancellation of an existing date of any existing policy, so that the insurance referred to shall be continuously in effect, shall constitute a default on the part of the Contractor entailing the City, at its option, to terminate its duties and the Contractor rights under this Agreement upon at least three (3) days notice in writing to the Contractor.

VII. MISCELLANEOUS

7.01 - Independent Contractor.

The relationship of the Contractor to the City shall be that of an independent contractor. Nothing herein contained shall be constructed as constituting the Contractor an employee, agent, servant, or department of the City. The City shall not be liable for the acts or omissions of the Contractor, its officers, members, agents or employees. All persons employed by the contractor must be legally approved to work in the United States.

7.02 - Subcontractors.

The contractor shall not subcontract any part of its performance under this Agreement without approval of the Parks and Recreation Director which approval shall not be unreasonable withheld. If such approval is given, any subcontractor and all employees of the subcontractor shall be treated by the City, in connection with this Agreement only, as if they were employees of the Contractor. . All persons employed by the contractor must be legally approved to work in the United States.

7.03 - Administration of Agreement.

Except as otherwise provided herein, this Agreement shall be administered by the Parks and Recreation Director or his designee and all correspondence and questions from the Contractor shall be directed to the Parks and Recreation Director or his designee, as applicable.

7.04 - Parties in Interest.

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the City and the Contractor only.

7.05 - Non-waiver.

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights of remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the rights to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure or performance.

7.06 - Applicable Laws.

This Agreement is subject to and shall be constructed in accordance with the laws of the State of Texas, the City Charter and Ordinances of the City of Alvin, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body or officer having Jurisdiction over the Contractors services required by this Agreement. This Agreement is performable in Brazoria County, Texas.

7.07 - Licenses and Permits.

The Contractor shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule, or regulation of any regulatory body having jurisdiction over the performance of the Contractor's services required hereunder.

7.08 - Notices.

All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third (3rd) day following deposit in the United States Postal Services post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address set forth below or at such other addresses as the receiving party may have therefore prescribed by the notice to the sending party:

Parks and Recreation Director
City of Alvin
216 W. Sealy Street
Alvin, Texas 77511
Phone No: 281-388-4290

(Contractor Info)
DeLeon & Son, Inc. – Fernando DeLeon
912 N. 2nd Street
Alvin, Texas 77511
Phone No: 281-388-1278

7.09 - Captions.

The captions at the beginning of the articles, sections, and subsections of this Agreement are guides and labels to assist in locating and reading such articles, sections, and subsections and, therefore, will be given no effect in construing this Agreement and shall not be restricted of or be used to interpret the subject matter of any article, section subsection or part of this Agreement.

7.10 - Acceptance and Approvals.

Any acceptance or approval by the City, or its agents or employees shall not constitute nor be deemed to be a release of the responsibility and liability of the contractor, its employees, agents, subcontractors or suppliers for the accuracy, competency and completeness of any documents prepared or services performed pursuant to the terms and conditions of this Agreement, not shall acceptance or approval be deemed to be an assumption of such responsibility or liability by the City, or its agents and employees for any defect, error or omissions in any documents prepared or services performed by the Contractor, its employees, agents, subcontractors or suppliers pursuant to this Agreement.

7.11 - Inspections and Audits.

At mutually agreeable times, the City shall have the right to examine, review, copy and audit all books, records and billing documents which are directly related to performance to payment under this Agreement provided, however that records and documents that reflect Contractors profit shall not be available for inspection. The Contractor shall maintain such books, records, and billing documents for one (1) year after cessation of its other duties under this Agreement.

7.12 - Remedies.

The rights and remedies contained in this Agreement shall not be exclusive, but shall be cumulative of all rights and remedies now or hereafter existing, whether statutory, at law, or in equity; provided however, that none of the parties shall terminate this Agreement exempt in accordance with the provisions hereof.

7.13 - Ambiguities.

In the event of any ambiguity in any of the terms of this Agreement, it shall not be constructed for or against any party hereto on the basis that such party did or did not author the same.

7.14 - Survival.

The provisions set forth in Section 7.11 herein shall survive the termination, cancellation, or expiration of this Agreement.

7.15 - Entire Agreement.

This Agreement contains all the agreement of the parties relating to the subject matter hereto and is the full and final expression of the agreement between parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement in multiple copies, each of which shall be an original, as of this 4th day of September, 2014.

CONTRACTOR:
DeLeon & SON INC.
BY: [Signature]
Name: DeLeon
Title: OWNER

CITY:
CITY OF ALVIN, TEXAS
BY: [Signature]
Paul A. Horn,
Mayor

ATTEST/SEAL
BY: [Signature]
Name: Fernanda DeLeon
Title: Co-owner

ATTEST/SEAL
BY: [Signature]
Dixie Roberts
City Clerk

APPROVED AS TO FORM:
BY: [Signature]
Bobbi Kacz
City Attorney

EXHIBIT A



Bidder Must Fill In & Sign

Name of Firm, Company

DeLeon & Son, Inc.

Agent's Name

Fernando DeLeon

Agent's Title

Owner

Mailing Address

912 N. 2nd St

City

Alvin

State

TX

Zip

77511

Telephone

281-3881278

Fax No.

281-585-3482

Email address:

deleonandson@aol.com

[Signature]
AUTHORIZED SIGNATURE

BID TITLE: MANICURED MOWING SERVICES
BID NUMBER: B-14-15
BID SUBMITTAL DATE: August 12, 2014 @ 2:00 P.M.

LATE BIDS WILL NOT BE CONSIDERED.

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS READ AND AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. SERVICES PERFORMED FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. DO NOT INCLUDE TAXES IN YOUR BID. BIDDER GUARANTEES SERVICES OFFERED SHALL MEET OR EXCEED MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

ITEM	ITEM AND DESCRIPTION		TOTAL
	MANICURED MOWING CONTRACT, per attached Specifications.		
1	SECTION A: Manicured Mowing for Lift Stations, Water Wells and Water Towers		\$ <u>10,920</u>
2	SECTION B: Manicured Mowing for Facility Grounds		\$ <u>40,050</u>
3	SECTION C: Manicured Mowing for City Entrances		\$ <u>14,430</u>
4	SECTION D: Manicured Mowing for Parks/Cemetery		\$ <u>35,685</u>
	GRAND TOTAL		\$ <u>101,085</u>

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business."

FACILITIES: The areas to be mowed are categorized; names, addresses and exhibits (if any), are listed.

SECTION A
Lift Stations/Water Towers/Water Wells

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal, this Item
1	LS 23 B	1823 Steel Rd.	\$ 10	26	\$ 260
2	LS 14	205 E. Old Galveston Rd.	\$ 40	26	\$ 1040
3	LS 29	1920 Callaway	\$ 40	26	\$ 1040
4	LS 30	1587 S. Hwy 35	\$ 20	26	\$ 520
5	LS 31	1075 FM 1462	\$ 20	26	\$ 520
6	LS 33	Bypass 35	\$ 20	26	\$ 520
7	Water Well #3	1080 W. Snyder	\$ 40	26	\$ 1040
8	Water Well #4	300 S. Durant	\$ 20	26	\$ 520
9	Water Well #6	1050 Heights Rd	\$ 40	26	\$ 1040
10	Water Well #7	1060 Heights Rd	\$ 20	26	\$ 520
11	Water Well #8	380 W. Willis St.	\$ 20	26	\$ 520
12	Water Tower	650 Dyche Lane	\$ 40	26	\$ 1040
13	Water Tower	707 Verhalen	\$ 40	26	\$ 1040
14	Water Tower	N. Bypass 35	\$ 50	26	\$ 1300

Section A TOTAL: \$ 10,920

**SECTION B
Facility Grounds**

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal, this Item
15	City Hall	216 W. Sealy St.	\$ 75	30	\$ 2,250
16	Vacant Lot (near Chamber)	W. Willis St. @ Hardie St.	\$ 20	30	\$ 600
17	Library	105 S. Gordon St	\$ 60	30	\$ 1,800
18	Senior Citizens Center	309 W. Sealy St.	\$ 40	30	\$ 1,200
19	Museum	302 W. Sealy St.	\$ 40	30	\$ 1,200
20	Public Services Facility	1100 W. Hwy 6	\$ 100	30	\$ 3,000
21	Alvin Animal Adoption Center	550 W. Hwy 6	\$ 200	30	\$ 6,000
22	Alvin Police Dept.	1500 S. Gordon St	\$ 200	30	\$ 6,000
23	Bob S. Owen Pool	919 Bayou Dr.	\$ 60	30	\$ 1,800
24	Girl Scout House Lot	1006 W. Adoue St.	\$ 60	30	\$ 1,800
25	American Legion Lot	206 S. Durant St.	\$ 40	30	\$ 1,200
26	Fire Station #1 with over flow parking lot	302 W. House St / 407 W. House St.	\$ 40	30	\$ 1,200
27	Fire Station #2	110 Medic Lane	\$ 40	30	\$ 1,200
28	Fire Station #3	2700 FM 1462	\$ 90	30	\$ 2,700
29	EMS Station	709 E. House St.	\$ 40	30	\$ 1,200
30	Park-N-Ride	1755 Steele Rd	\$ 40	30	\$ 1,200
31	Fire Training Field	7100 CR 160	\$ 70	30	\$ 2,100
32	Dyche Lane property	800 Dyche Lane	\$ 20	30	\$ 600
33	Vacant Lot	N. Gordon St. @ W. Willis St.	\$ 40	30	\$ 1,200
34	ACVB grounds (train depot)	200 Depot Centre Blvd.	\$ 60	30	\$ 1,800

Section B TOTAL: \$ 40,050

**SECTION C
City Entrances**

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal, this Item
35	North entrance sign area	Southbound Bypass 35	\$ 150	39	\$ 5,850
36	South entrance sign area	Northbound Bypass 35	\$ 150	39	\$ 5,850
37	Welcome to Alvin sign	Hwy 6 at Gordon St.	\$ 40	39	\$ 1,560
38	Welcome to Alvin sign	Hwy 6 from Marvel	\$ 30	39	\$ 1,170

Section C TOTAL: \$ 14,430

**SECTION D
Public Parks**

Item No.	Name	Address	Site Bid Amount for Single Mowing	Estimated No. of Mowings/Year	Estimated Annual Subtotal, this item
39	Ruben Adame	801 Shaw St.	\$ 100	39	\$ 3,900
40	Newman Park	1200 Newman St.	\$ 100	39	\$ 3,900
41	Citizens Park	Gordon St. @ Depot Centre Blvd	\$ 25	39	\$ 975
42	Sealy Park	206 S. Durant St.	\$ 50	39	\$ 1,950
43	Oak Park Cemetery	300 Oak Park Dr.	\$ 600	39	\$ 23,400
44	Prairie Dog Park	575 E. Hathaway	\$ 40	39	\$ 1,560

Section D TOTAL: \$ 35,685

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors (now codified at Sections 2252.001 through 2252.004, Texas Government Code). The pertinent portion of the Act has been extracted and is as follows:

- (3) "Non-resident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that DeLeon & Son, Inc. is a resident bidder of Texas
(Company Name)

as defined in Section 2252.001(4), Texas Government Code.

Signature _____

Print Name Fernando DeLeon

I certify that _____ is a non-resident bidder as
(Company Name)

bidder is defined in Section 2252.001(3), Texas Government Code.

and our principal place of business is _____
(City and State)

Signature _____

Print Name _____



AGENDA COMMENTARY

Meeting Date: 9/3/2015

Department: Parks and Recreation

Contact: Dan Kelinske, Parks & Rec Director

Agenda Item: Consider Addendum No. 2 for a (1) one year agreement renewal with LTS Lawncare for lawn maintenance services of selected City owned parkland in an amount not to exceed \$32,227.87; and authorize the City Manager to sign.

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary: In February, 2014 City Council awarded the lawn maintenance services bid to LTS Lawncare. The term of the initial agreement was from March 1, 2014 thru September 30, 2014, with the option for a maximum of four (4) annual renewals. Staff is requesting City Council to consider a one year renewal. This renewal would be the second of four annual renewals allowed under the terms of the agreement. LTS Lawncare has not requested a price increase from the original pricing of \$32,227.87.

The scope of work will consist of LTS Lawncare mowing the Hike and Bike Trail; Pearson, Morgan, Hugh Adams, Marina, and Talmadge Parks bi-weekly from September 2015 thru February, 2016; and weekly from March, 2016 thru August, 2016. With every mowing, weed-eating will be done around all buildings, trees, shrubs, posts, tire stops, etc. In addition, prior to events where heavy public usage of the selected parks is anticipated, LTS Lawncare will provide mowing/trimming services as needed.

Funding Expected: Revenue Expenditure N/A

Budgeted Item: Yes No N/A

Account Number: 111-7001-00-3270 Amount \$32,227.87

Legal Review Required: N/A Required Date Completed 8/26/2015

Supporting documents attached:

- Addendum No. 2
- Renewal Request Letter
- Original Contract

Recommendation: Move to approve Addendum No. 2 for a (1) one year agreement renewal with LTS Lawncare for lawn maintenance services of selected City owned parkland in an

amount not to exceed \$32,227.87; 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

ADDENDUM NO. 2

**TO THE
CITY OF ALVIN
AGREEMENT FOR
LAWN MAINTENANCE SERVICES**

THIS Addendum No. 2 to the City of Alvin Agreement For Lawn Maintenance Services (“Addendum No. 2”) is made on this the _____ day of _____, 2015, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the “City”) and LTS Lawncare (“LTS”).

WHEREAS, on February 20, 2014, the City approved and entered into an Agreement For Lawn Maintenance Services with LTS Lawncare for lawn services of selected City parks (the “Agreement”); and

WHEREAS, the Agreement provided for a term ending on September 30, 2014; and

WHEREAS, the City and LTS Lawncare entered into Addendum No. 1 on or about August 7, 2014 agreeing to extend the term of the Agreement for an additional year ending September 30, 2015; and

WHEREAS, Section 4.01 of the Agreement states that upon mutual consent of the parties and approval of the governing body, this Agreement may be renewed for one (1) year extensions, for a maximum of four (4) years of renewal terms, and each renewal term shall be attached to the Agreement as an Addendum; and

WHEREAS, LTS Lawncare has provided lawn services for a one (1) year renewal term and now requests the second one (1) year term to provide lawn services of selected City parks; and

WHEREAS, the City and LTS Lawncare agree to extend the term of the Agreement for an additional year ending September 30, 2016.

WITNESSETH:

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

I.

This renewal term is subject to all the provisions contained within the original Agreement, including the provisions in Section 3.02 unless terminated earlier in accordance with the terms of the original Agreement.

II.

Except as amended herein, all other terms and conditions of the Agreement, as amended, shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement, and Addendum No. 2, the provisions of Addendum No. 2 shall control. Addendum No. 2 may only be amended, modified or supplemented by written agreement and signed by all parties.

IN WITNESS WHEREOF, the parties have made and executed Addendum No. 2 to the Agreement for Lawn Maintenance Services in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

LTS LAWCARE

CITY OF ALVIN, TEXAS

By: _____
Larry Dietrich, President

By: _____
Sereniah Breland, City Manager

ATTEST/SEAL

ATTEST/SEAL

By: _____
Name:
Title:

By: _____
Dixie Roberts, City Clerk

APPROVED AS TO FORM:

By: _____
Bobbi J. Kacz, City Attorney



LTS Lawncare

P.O. BOX 314

Alvin, Texas 77512

281.433.2590

I.dietrich1313@gmail.com

DATE: 8/14/2015

DAN KELINSKE
City of Alvin
Dept. of Parks and Recreation

This Letter of Intent is to notify you of my intent to continue the current contract between LTS Lawncare and the City of Alvin for the 2015-2016 physical year. The pricing will not change from current Contract. I hope that our service meets and exceeds your expectations.

Thank You,

Larry Dietrich

AGREEMENT FOR LAWN MAINTENANCE SERVICES

THE STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BRAZORIA §

THIS AGREEMENT FOR LAWN MAINTENANCE SERVICES (the "Agreement") is made and entered into on this 20 day of February, 2014 by and between the CITY OF ALVIN, TEXAS, (the "City") a municipal corporation of the State of Texas, situated in Brazoria County, Texas and LTS Lawn Care, (the "Contractor").

WITNESSETH:

WHEREAS, on or about January 6, 2014, and January 13, 2014, the City advertised for bids for lawn maintenance services.

WHEREAS, the Contractor submitted the lowest responsive and most qualified bid for the job locations specified herein;

WHEREAS, on or about February 20, 2014, the City Council awarded a Lawn Maintenance Services bid to the Contractor; and

WHEREAS, this Agreement defines the rights and obligations of the parties;

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

I.
DEFINITIONS

"City" is defined in the preamble hereof and includes its successors and assigns.

"Contractor" is defined in the preamble hereof and includes its successors and assigns.

II.
SCOPE OF SERVICES

The Contractor shall perform services necessary to provide a well-maintained and groomed area in those locations identified in the bid entitled City of Alvin, Texas Lawn Maintenance Services attached hereto as Exhibit "A" and incorporated herein by reference (the "Bid"). Such

services shall include, but not be limited to, the services specified in the Bid and shall be performed according to the schedule set forth in Exhibit "B". Notwithstanding the foregoing, the City reserves the right to delete locations from the scope of services at any time during this Agreement and reduce the payment to the Contractor in the amount of the per trip price for such location(s) multiplied by the number of trips remaining in the fiscal year. During the term of this Agreement, the City may issue a change order and add or delete to the mowing locations.

Contractor shall use professionally accepted mowers as determined by location. All curb lines, edges etc. shall be edged with every mowing. Weed-eating shall be done around all buildings, trees, shrubs, posts, tire stops, etc. with every mowing. Contractor shall take all necessary precautions to minimize and avoid damage to trees, glass windows, doors, vehicles, etc. The contractor shall be held accountable for any damages.

III. COMPENSATION

3.01 – Payment Terms.

Subject to the terms of this Agreement and in consideration for the services to be performed hereunder, the City agrees to pay and the Contractor agrees to accept during the term hereof the amount of **Twenty Two Thousand Seven Hundred Seventy Six and 46/100 Dollars (\$22,776.46)** for lawn maintenance services required hereunder for the remaining fiscal year 2013-2014.

In each fiscal year hereafter in which this Agreement is funded by the City Council, the annual amount of **Thirty-Two Thousand Two Hundred Twenty-Seven and 87/100 Dollars (\$32,227.87)** may be renewed by mutual agreement between contractor and the City at the same rate. The City shall pay the per trip charges shown in Exhibit "B", attached hereto and incorporated herein by reference, if the City requests more than stated number of mowing and trimming cycles at the locations listed in Exhibit "B".

To receive payment the Contractor shall submit monthly invoices to the City on or before the tenth (10th) day of each month for the services rendered in the preceding month specifying services rendered, dates of service and the amount(s) owed pursuant to this Agreement.

Payments shall be made in equal monthly installments or for exact moneys on or about thirty (30) days after receipt and approval of the invoice(s).

3.02 – Allocated Funds.

- (a) The City's duties to pay money to the Contractor for any purposes under this Agreement are limited in their entirety by the provisions of this Section 3.02.
- (b) The Contractor recognizes and understands that the City has appropriated and allocated the sum of **Twenty Two Thousand Seven Hundred Seventy-Six and 46/100 (\$22,776.46)**, to be used to discharge its duties to pay money under this Agreement (the "Original Allocation") during the remaining months of fiscal year 2013-2014. The parties recognize that the executive and legislative officers of the City, in the exercise of their sound discretion, may allocate supplemental sums of money for the purpose of this Agreement for succeeding fiscal years. Because the City's officers are not obligated to make any such supplemental allocations, the parties have agreed to certain procedures and remedies to be followed with respect thereto.
- (c) A supplemental allocation will only be deemed to be made when the City sends a written notice to the Contractor indicating that supplemental sums have been allocated for the purpose of this Agreement.
- (d) The aggregate of the Original Allocation and all supplemental allocations effected by notice to the Contractor, if any, shall be the Allocated Funds. The City shall never be obligated to pay any money by, through or under this Agreement in an aggregate amount which exceeds the Allocated Funds.
- (e) Suspension of performance and receipt of payment of sums owed by the City for services rendered shall be the Contractor's exclusive remedies in the event that the City fails or refuses to make supplemental allocations. No such failure or refusal shall constitute a default or breach of this Agreement by the City, and the Contractor waives any claim (other than its claim for payment of sums owed for services rendered) it may have now or in the future for financial losses or other damages which may be occasioned by any such failure or refusal.

IV.

TERM AND RENEWAL OPTION

4.01 – Term.

The term of this Agreement shall commence on **March 1, 2014** and shall end on **September 30, 2014**. However, upon mutual consent of the parties, this agreement may be extended for one (1) year extensions for a maximum of four (4) extensions. Each extension is subject to the provisions in Section 3.02 of this Agreement, unless terminated earlier in accordance with the terms of this Agreement.

V.
TERMINATION

5.01 – With Cause.

The City may terminate this Agreement upon default of the Contractor. A default shall be deemed to have occurred if the Contractor fails to perform or observe any of the terms or conditions of this Agreement required to be performed or observed by it. Should such a default occur, the City shall have the right to terminate the Contractor's duties under this Agreement as of the (10th) day following the receipt of a written notice to the Contractor from the City describing such default and intended termination, provided that:

- (i) such termination shall be ineffective if within the ten (10) day period the Contractor cures the default; and
- (ii) such termination may be stayed, at the sole option of the City pending cure of the default if action to cure begins during the ten (10) day period and is successfully complete within a reasonable time thereafter.

5.02 – Without Cause.

This Agreement may be terminated by the City without cause upon ninety (90) days advance written notice to the Contractor.

VI.
INSURANCE

6.01 - Insurance

A. Coverage and Amounts.

The Contractor shall provide and maintain insurance in full force and effect at all times during the term of this Agreement. Such insurance is described as follows:

- (1) **Risk and Limits of Liability.** The insurance at a minimum must include the following coverages and limits of liability;

COVERAGE

LIMITS OF LIABILITY

Worker's Compensation

Statutory

Employer's Liability

\$1,000,000 per occurrence

Commercial General Liability
Including Blanket Contractual
Liability

Bodily Injury and Property Damage
Limits of \$1,000,000 each Occurrence
and \$2,000,000 Aggregate

Automobile Liability

Bodily Injury and Property Damage
Combined Single Limit \$1,000,000
Each Occurrence

- (2) **Form of Policies.** The insurance may be in one or more policies of insurance, the form of which must be approved by the Parks and Recreation Director.
- (3) **Issuers of Policies.** The issuer of any policy must have the certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible and reputable and must have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the Parks and Recreation Director as to conformance with these requirements.
- (4) **Insured parties.** Each policy must name the Contractor and the city (and the officers, agents and employees of the City) as insured parties.
- (5) **Deductibles.** A policy may contain deductible amounts. Notwithstanding the deductible amounts, the Contractor shall assume and bear any claims or losses to the extent of such deductible amounts and waives any claim it may ever have for the same against the City, its officers, agents, or employees.
- (6) **Cancellation.** Each policy must expressly state that it may not be canceled unless thirty (30) days advance notice of cancellation is given in writing to the Parks and Recreation Director.

- (7) **Subrogation.** Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents or employees.
- (8) **Liability for Premium.** If any of the policies referred to above does not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate certificate or waiver sufficient to establish that the issuer is entitled to look only to the Contractor for any further premium payment and has right to recover any premiums from the City.

B. Delivery of Policies. The original of all policies referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them; together with written proof that the premiums have been paid, shall be deposited by the Contractor with the Parks and Recreation Director prior to the beginning of the term of this Agreement.

Failure on the part of the Contractor to furnish a new policy or certified copy thereof before the expiration date of any such policy, or failure to obtain a new policy before the date fixed for the cancellation of an existing date of any existing policy, so that the insurance referred to shall be continuously in effect, shall constitute a default on the part of the Contractor entailing the City, at its option, to terminate its duties and the Contractor rights under this Agreement upon at least three (3) days notice in writing to the Contractor.

VII. MISCELLANEOUS

7.01 - Independent Contractor.

The relationship of the Contractor to the City shall be that of an independent contractor. Nothing herein contained shall be construed as constituting the Contractor an employee, agent, servant, or department of the City. The City shall not be liable for the acts or omissions of the Contractor, its officers, members, agents or employees. All persons employed by the contractor must be legally approved to work in the United States.

7.02 - Subcontractors.

The contractor shall not subcontract any part of its performance under this Agreement without approval of the Parks and Recreation Director which approval shall not be unreasonable withheld. If such approval is given, any subcontractor and all employees of the subcontractor shall be treated by the City, in connection with this Agreement only, as if they were employees of the Contractor. . All persons employed by the contractor must be legally approved to work in the United States.

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7.03 - Administration of Agreement.

Except as otherwise provided herein, this Agreement shall be administered by the Parks and Recreation Director or his designee and all correspondence and questions from the Contractor shall be directed to the Parks and Recreation Director or his designee, as applicable.

7.04 - Parties in Interest.

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the City and the Contractor only.

7.05 - Non-waiver.

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights of remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the rights to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure or performance.

7.06 - Applicable Laws.

This Agreement is subject to and shall be constructed in accordance with the laws of the State of Texas, the City Charter and Ordinances of the City of Alvin, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body or officer having Jurisdiction over the Contractors services required by this Agreement. This Agreement is performable in Brazoria County, Texas.

7.07 - Licenses and Permits.

The Contractor shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule, or regulation of any regulatory body having jurisdiction over the performance of the Contractor's services required hereunder.

7.08 - Notices.

All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third (3rd) day following deposit in the United States Postal Services post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address set forth below or at such other addresses as the receiving party may have therefore prescribed by the notice to the sending party:

Parks and Recreation Director
City of Alvin
216 W. Sealy Street
Alvin, Texas 77511
Phone No: 281-388-4290

(Contractor Info)
LTS Lawn Care – Attn: Larry Dietrich

Phone No: _____

7.09 - Captions.

The captions at the beginning of the articles, sections, and subsections of this Agreement are guides and labels to assist in locating and reading such articles, sections, and subsections and, therefore, will be given no effect in construing this Agreement and shall not be restricted of or be used to interpret the subject matter of any article, section subsection or part of this Agreement.

7.10 - Acceptance and Approvals.

Any acceptance or approval by the City, or its agents or employees shall not constitute nor be deemed to be a release of the responsibility and liability of the contractor, its employees, agents, subcontractors or suppliers for the accuracy, competency and completeness of any documents prepared or services performed pursuant to the terms and conditions of this Agreement, not shall acceptance or approval be deemed to be an assumption of such responsibility or liability by the City, or its agents and employees for any defect, error or omissions in any documents prepared or services performed by the Contractor, its employees, agents, subcontractors or suppliers pursuant to this Agreement.

7.11 - Inspections and Audits.

At mutually agreeable times, the City shall have the right to examine, review, copy and audit all books, records and billing documents which are directly related to performance to payment under this Agreement provided, however that records and documents that reflect Contractors profit shall not be available for inspection. The Contractor shall maintain such books, records, and billing documents for one (1) year after cessation of its other duties under this Agreement.

7.12 - Remedies.

The rights and remedies contained in this Agreement shall not exclusive, but shall be cumulative of all rights and remedies now or hereafter existing, whether statutory, at law, or in equity; provided however, that none of the parties shall terminate this Agreement exempt in accordance with the provisions hereof.

7.13 - Ambiguities.

In the event of any ambiguity in any of the terms of this Agreement, it shall not be constructed for or against any party hereto on the basis that such party did or did not author the same.

7.14 - Survival.

The provisions set forth in Section 7.11 herein shall survive the termination, cancellation, or expiration of this Agreement.

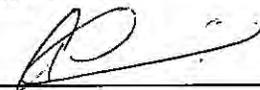
7.15 - Entire Agreement.

This Agreement contains all the agreement of the parties relating to the subject matter hereto and is the full and final expression of the agreement between parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement in multiple copies, each of which shall be an original, as of this 11 day of February, 2014.

CONTRACTOR:

LTS Lawn Care

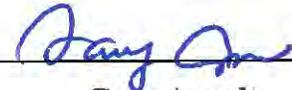
BY: 

Name: A.L. DIETRICH

Title: OWNER

CITY:

CITY OF ALVIN, TEXAS

BY: 

Gary Appelt,
Mayor

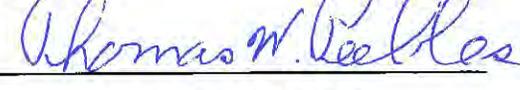
ATTEST/SEAL

BY: 

Name: KAREN DIETRICH

Title: _____

ATTEST/SEAL

BY: 

Thomas W. Peebles
City Clerk

APPROVED AS TO FORM:

BY: 

Bobbi Kacz
City Attorney



CITY OF ALVIN

216 West Sealy St • Alvin, Texas 77511 •

(281) 388-4200 •

CITY HALL

FAX (281) 388-4294

“Exhibit A”

CITY PARKS

2013-2014 PROPOSAL

	<u>Per Trip Price</u>	<u>Total Price</u>
1. Pearson Park, 2200 Westpark Dr.	\$ <u>271.15</u> x 39 =	\$ <u>10574.85</u>
2. Morgan Park, 1500 W. South St.	\$ <u>116.21</u> x 39 =	\$ <u>4532.19</u>
3. Hugh Adams Park, 3502 Mustang Rd.	\$ <u>77.47</u> x 39 =	\$ <u>3021.33</u>
4. Marina Park, Hwy. 6 behind bowling alley	\$ <u>77.47</u> x 26 =	\$ <u>2014.22</u>
5. Talmadge Park, Talmadge St. @ 6 th St.	\$ <u>77.47</u> x 39 =	\$ <u>3021.33</u>
6. Hike and Bike Trail, Adoue St. to South St.	\$ <u>232.41</u> x 39 =	\$ <u>9063.95</u>
	TOTAL	= \$ <u>32227.87</u>

***Under normal circumstances, the City of Alvin shall expect the above listed Parks be mowed bi-weekly from September thru February and weekly from March thru August. The City of Alvin shall also expect the above listed parks be “made ready” for heavier public use prior to all evenings, weekends and/or holidays, moreover, the contractor shall make all efforts to mow/trim prior these expected heavier usage times.**

LTS LAUREL CARE
LARRY DIETRICH
281-433-2590



AGENDA COMMENTARY

Meeting Date: 9/3/2015

Department: Parks & Recreation

Contact: Dan Kelinske, Parks & Rec Dir.

Agenda Item: Consider proposal with T.F. Harper and Associates L.P. for the construction of a picnic pavilion at Talmadge Park in an amount not to exceed \$29,906.00; and authorize City Manager to sign.

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary: This is a construction agreement in the amount of \$29,906.00 to T.F. Harper, a Houston Galveston Area Council (HGAC) Buy Board approved company, for the construction of a 20'x30' picnic pavilion funded in part by a Community Development Block Grant (CDBG) in the amount of \$13,973.00 and the remainder funded from the Park Dedication Fund in the amount of \$15,933.00. Due to a sharp and unexpected rise in construction costs coupled with limited interest from the pool of potential vendors, the pricing received from was higher than expected, thus supplementing from Park Dedication funds, derived from developer fees, is necessary to complete this project. Staff originally requested quotes from the two below listed companies, and recognized that T.F. Harper has been preselected by HGAC Buy Board and was able to offer a lower price.

Other pricing received:

Kraftsman	\$39,970.75
R.J. Harris Construction	\$44,822.00

Funding Expected: Revenue Expenditure N/A

Budgeted Item: Yes No N/A

Account Number: 129-7001-00-9052 **Amount** \$15,933 (\$13,973 paid by County)

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

Supporting documents attached:

- Bid Tabulation sheet
 - T.F. Harper Quote
-

Recommendation: Move to approve a proposal with T.F. Harper and Associates L.P. for the construction of a picnic pavilion at Talmadge Park in an amount not to exceed \$29,906.00; 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



CITY OF ALVIN

Engineering Department

1100 West Highway 6 • Alvin, Texas 77511 • (281) 388-4351 • FAX (281) 331-7516

August 10, 2015

RE: Talmadge Park Pavilion Quotes

Dear Dan Kelinske:

Listed below is the summary of quotes for the Talmadge Park Pavilion. A total of three quote proposals were received on or before Monday, August 10, 2015.

Summary of Bids:

	Base Quote	Base Quote plus Alternate
1) Kraftsman, LP	\$ 39,970.75	\$ 45,920.75
2) R.J. Harris Construction, LP	\$ 44,822.00	N/A
3) T.F. Harper & Associates, LP	\$ 29,906.00	N/A

Copies of the quotes are attached for your use and information.

Based on the quotes obtained, please let the Engineering Department know your decision on which quote to use, if the selected quote falls in or below your budget for the pavilion.

Please call me at (281)388-4288 if you have any questions.

Sincerely,

John L. Gordon

Construction Superintendent



Kraftsman

COMMERCIAL PLAYGROUNDS
&
19535 Haude Road
Spring TX 77388
Phone: 281-353-9599
Fax: 281-353-2265

Proposal #Q52158

Page: 1

Date: 7/14/2015
Project: 17337
By: David Ondrias

Sold To: Alvin City of
John "Flash" L. Gordon
Alvin Talmadge Park Pavilion
1100 W. Hwy 6
Alvin TX 77511
Phone: 281-388-4288
Fax: 281-331-7516
Terms: P.O.#:
Percentage Completed Draws

Ship To: Alvin City of
John "Flash" L. Gordon
Alvin Talmadge Park Pavilion
1600 W. Talmadge St.
Alvin TX 77511
Main Phone: 281-388-4288
Mobile Phone: 281-380-8619
Ship Via: Key Map: Total Ship Weight:

Qty	Product	Description	Size	Weight	Color
1	HE3020-AS	Custom Shelter Design - 20' X 30' All Steel Custom Gable-End Shelter, 4:12 Pitch, 7'-6" Eave Height, (6) Rectangle Column Design, 24 Ga R-Panel Metal Roofing, Powder Coated Finish Columns mounted on base plates at 6-inches below surface, 110mph wind load, 20 psf snow load by Superior Shelter			To Be Selected
1	DISC	Discount on Sales			
6	PIERS30X36	Concrete piers, for pavilion & canopy columns, with anchor bolts set if required, By: Kraftsman Foundation/pier size is per drawing provided by city. If the final design/size of planned footings substantially changes, additional costs may apply.			
1	CONC4RB	30x20 Concrete Pad, 4" thick concrete pad, per City specifications, broom finish.	600		
1	SITE PREP	Remove vegetation and prepare site for new Pavilion per plans from city. Bid is inclusive of meeting payroll as specified on: General Decision Number: TX150282 05/15/2015 TX282			

Total: \$39,970.75



Kraftsman
COMMERCIAL PLAYGROUNDS
&
19535 Haude Road
Spring TX 77388
Phone: 281-353-9599
Fax: 281-353-2265

Proposal #Q52158

Page: 2

Date:	7/14/2015
Project:	17337
By:	David Ondrias

Notes

Subject: Pier Sizes

Date: 7/13/2015

Pier sizes and prices quoted are subject to final engineering review and may change upon soils reports and engineering being completed.

Subject: Bonding

Date: 7/13/2015

No completion, performance, and / or payment bonds, and maintenance bonds are included. These are available upon request at additional cost for the bonds and processing.
OPTIONAL BOND FEES ARE LISTED ON QUOTE FOR YOUR CONVENIENCE.

Subject: Building Permits & Engineering Stamps

Date: 7/13/2015

1. Building permits are not included or provided.
2. **Engineer stamped Building plans are included.**
3. Submittals and reviews for State of Texas ADA compliance and inspections are not included.

Additional charges will apply if these services are provided and / or required for completion of the project.

Subject: Site Work

Date: 7/13/2015

1. **Site preparation, grading, and fill materials are included, for construction of slab and structure.**
2. Proper drainage of the area is to be included, by Others, prior to start of construction by Kraftsman.
3. Preparation and submittal of SWPPP (Storm Water Pollution Prevention Plan) is not included.

Subject: Locating for Underground Utilities

Date: 7/13/2015

Kraftsman will call and arrange for utility locating with the public utilities stake out providers. All Public Utilities, including Phone, Electrical, Gas, Cable, and Fiber Optics are to be staked prior to installation. Kraftsman will arrange with Public Utility Stake Out providers for a date that this is to be completed prior to Kraftsman arriving on site.

Customer is to locate, mark, and provide information for all privately owned utilities that are not marked by the Public Utility providers, for all utility service lines below grade that are privately owned. These will include any and all of the following: electrical, water lines, gas lines, irrigation lines, sewer and storm lines, cable service lines, fiber optic or other IT lines, which are privately owned by the property owner.

Kraftsman is not responsible for any underground utilities which are not marked or located by the owner or public utilities stake out providers. Damages to underground utilities for electrical, water, irrigation, and other listed above will not be repaired by Kraftsman and will be the owner's expense and responsibility.

Subject: Installation

Date: 7/13/2015

Installation quoted includes:

1. Installation of required foundations as specified in the proposal line items, per standard Kraftsman construction techniques.
2. Haul off of soil and concrete spoils from project site, or distribution and leveling of any excess soils from excavation, if there is an area approved by customer for filling low areas on the facility



Kraftsman

COMMERCIAL PLAYGROUNDS
&
19535 Haude Road
Spring TX 77388
Phone: 281-353-9599
Fax: 281-353-2265

Proposal #Q52158

Page: 3

Date: 7/14/2015
Project: 17337
By: David Ondrias

Subject: Items Not Included

Date: 7/13/2015

1. Finish landscaping, sodding or seeding of disturbed areas.
2. Concrete deck or deck surfacing unless individually listed as line item on proposal.
3. Concrete lead or other concrete deck areas, unless noted as separate line item on proposal.
4. Patching of existing concrete decorative coatings, staining, coloring, or surfacing if any existing concrete deck is removed during excavation for piers.
5. Site amenities.
6. Temporary security fence during construction.
7. Storm Water Pollution Controls or engineering for storm controls for project site. (unless noted as separate line item)

Subject: Insurance Terms

Date: 7/13/2015

Kraftsman will supply a certificate of insurance verifying the limits of coverage. See terms page for details and charges for naming additional insured parties or adding special coverage's if required.

Subject: Sales Tax

Date: 7/13/2015

Sales tax is not included in prices quoted. Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.

Subject: Project Completion

Date: 7/13/2015

Shipping date from factory will be approximately 4 to 8 weeks from the date ordered, provided that the following has been completed and approved by the customer:

1. Project product submittals reviewed, approved and returned.
2. Color selection sheet (signed and dated)
3. Physical project address
4. All contact names and phone numbers
5. Exemption certificate (if applicable)
6. Deposit per contract

Allow approximately 4 to 6 weeks for project completion upon delivery from manufacturer, weather permitting.

Subject: Specifications

Date: 7/13/2015

Bid is inclusive of meeting payroll as specified on:
General Decision Number: TX150282 05/15/2015 TX282



Kraftsman
 COMMERCIAL PLAYGROUNDS
 &
 19535 Haude Road
 Spring TX 77388
 Phone: 281-353-9599
 Fax: 281-353-2265

Proposal #Q52158

Page: 4

Date: 7/14/2015
 Project: 17337
 By: David Ondrias

Terms

Sold To: Alvin City of

Ship To: Alvin Talmadge Park Pavilion

Terms: Percentage Completed Draws Monthly

CONDITIONS OF SALE

1. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the contract.
2. No returns of merchandise will be accepted unless previously authorized in writing by Kraftsman. All returns are subject to restocking fee of 25% plus freight charges incurred for return to original shipment origination.
3. Title for all equipment is reserved by Kraftsman Playground and Park Equipment until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Kraftsman Playground & Park Equipment if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Kraftsman Playground and Park Equipment as cost incurred to recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the court.
4. All collections or litigation concerning this contract shall be governed by the laws of the State of Texas.
5. Kraftsman warranties the merchandise on this proposal to be up to the manufacturers published standards as to material and workmanship. See catalogs or attached drawings for specific layouts, warranties, and specifications .
6. Kraftsman reserves the right to review contract for final acceptance by management and to make corrections of clerical errors.
7. A service charge of 1.5% per month will be assessed on all past due amounts.
8. Installation services include all labor, equipment required to complete the job, and insurance coverage's as required by law. Extra installation charges will incur for abnormal sub surfaces, ie. rock, landfill, etc. Price quoted includes Kraftsman's standard insurance coverages of \$2 million in General Liability & Completed operations, \$1 million in Automobile Liability, \$1 million per occurrence/\$2 aggregate in Workman's Compensation. Any charges by Kraftsman's insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract charges. No performance bond or labor and material payment bonds shall be provided by Kraftsman, unless listed as individual line item in proposal.
9. Kraftsman Playground and Park Equipment is not liable for damages to underground utilities during installation. It is the customers responsibility to locate all underground utilities.
10. Building permits required by local or state authorities & municipalities are not included and are the responsibility of the owner of the property, unless specifically included as a line item in the proposal. If you want Kraftsman to handle required permitting please contact our office and we will provide a quote if not included as a line item within this proposal.
11. This proposal may be withdrawn by Kraftsman if not accepted within thirty (30) days.

Respectfully Submitted: _____

Date: July 14, 2015

David Ondrias

Acceptance of Proposal:

The prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If contract is placed with an attorney for suit or collection through probate, bankruptcy or other legal proceedings, customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written as part of this contract.

Authorized Signature: _____

PO#:

Printed Name & Title : _____

Date of Acceptance: _____

Authorized Signature: _____

Printed Name & Title : _____

WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT

Thank You! We Appreciate Your Business!



Kraftsman

COMMERCIAL PLAYGROUNDS
&
19535 Haude Road
Spring TX 77388
Phone: 281-353-9599
Fax: 281-353-2265

Proposal #Q52157

Page: 1

Date: 7/14/2015
Project: 17337
By: David Ondrias

Sold To: Alvin City of
John "Flash" L. Gordon
Alvin Talmadge Park Pavilion
1100 W. Hwy 6
Alvin TX 77511
Phone: 281-388-4288 Fax: 281-331-7516
Terms: P.O.#:
Percentage Completed Draws

Ship To: Alvin City of
John "Flash" L. Gordon
Alvin Talmadge Park Pavilion
1600 W. Talmadge St.
Alvin TX 77511
Main Phone: 281-388-4288 Mobile Phone: 281-380-8619
Ship Via: Key Map: Total Ship Weight:

Qty	Product	Description	Size	Weight	Color
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1	DISC	Discount on Sales			
6	PIERS30X36	Concrete piers, for pavilion & canopy columns, with anchor bolts set if required, By: Kraftsman Foundation/pier size is per drawing provided by city. If the final design/size of planned footings substantially changes, additional costs may apply.			
1	CONC4RB	38x28 Concrete Pad, 4" thick concrete pad, per City specifications, broom finish.	1064		
1	SITE PREP	Remove vegetation and prepare site for new Pavilion per plans from city. Bid is inclusive of meeting payroll as specified on: General Decision Number: TX150282 05/15/2015 TX282			

Total: \$45,920.75



Kraftsman
COMMERCIAL PLAYGROUNDS
&
19535 Haude Road
Spring TX 77388
Phone: 281-353-9599
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Proposal #Q52157

Page: 2

Date: 7/14/2015
Project: 17337
By: David Ondrias

Notes

Subject: Pier Sizes

Date: 7/13/2015

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Date: 7/13/2015

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Kraftsman

COMMERCIAL PLAYGROUNDS

&

19535 Haude Road

Spring TX 77388

Phone: 281-353-9599

Fax: 281-353-2265

Proposal #Q52157

Page: 3

Date: 7/14/2015

Project: 17337

By: David Ondrias

Subject: Items Not Included**Date: 7/13/2015**

1. Finish landscaping, sodding or seeding of disturbed areas.
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5. Site amenities.
6. Temporary security fence during construction.
7. Storm Water Pollution Controls or engineering for storm controls for project site. (unless noted as separate line item)

Subject: Insurance Terms**Date: 7/13/2015**

Kraftsman will supply a certificate of insurance verifying the limits of coverage. See terms page for details and charges for naming additional insured parties or adding special coverage's if required.

Subject: Sales Tax**Date: 7/13/2015**

Sales tax is not included in prices quoted. Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.

Subject: Project Completion**Date: 7/13/2015**

Shipping date from factory will be approximately 4 to 8 weeks from the date ordered, provided that the following has been completed and approved by the customer:

1. Project product submittals reviewed, approved and returned.
2. Color selection sheet (signed and dated)
3. Physical project address
4. All contact names and phone numbers
5. Exemption certificate (if applicable)
6. Deposit per contract

Allow approximately 4 to 6 weeks for project completion upon delivery from manufacturer, weather permitting.

Subject: Specifications**Date: 7/13/2015**

Bid is inclusive of meeting payroll as specified on:

General Decision Number: TX150282 05/15/2015 TX282



Kraftsman
 COMMERCIAL PLAYGROUNDS
 &
 19535 Haude Road
 Spring TX 77388
 Phone: 281-353-9599
 Fax: 281-353-2265

Proposal #Q52157

Page: 4

Date:	7/14/2015
Project:	17337
By:	David Ondrias

Terms

Sold To: Alvin City of

Ship To: Alvin Talmadge Park Pavilion

Terms: Percentage Completed Draws Monthly

CONDITIONS OF SALE

1. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the contract.
2. No returns of merchandise will be accepted unless previously authorized in writing by Kraftsman. All returns are subject to restocking fee of 25% plus freight charges incurred for return to original shipment origination.
3. Title for all equipment is reserved by Kraftsman Playground and Park Equipment until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Kraftsman Playground & Park Equipment if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Kraftsman Playground and Park Equipment as cost incurred to recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the court.
4. All collections or litigation concerning this contract shall be governed by the laws of the State of Texas.
5. Kraftsman warrants the merchandise on this proposal to be up to the manufacturers published standards as to material and workmanship. See catalogs or attached drawings for specific layouts, warranties, and specifications.
6. Kraftsman reserves the right to review contract for final acceptance by management and to make corrections of clerical errors.
7. A service charge of 1.5% per month will be assessed on all past due amounts.
8. Installation services include all labor, equipment required to complete the job, and insurance coverage's as required by law. Extra installation charges will incur for abnormal sub surfaces, ie. rock, landfill, etc. Price quoted includes Kraftsman's standard insurance coverages of \$2 million in General Liability & Completed operations, \$1 million in Automobile Liability, \$1 million per occurrence/\$2 aggregate in Workman's Compensation. Any charges by Kraftsman's insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract charges. No performance bond or labor and material payment bonds shall be provided by Kraftsman, unless listed as individual line item in proposal.
9. Kraftsman Playground and Park Equipment is not liable for damages to underground utilities during installation. It is the customers responsibility to locate all underground utilities.
10. Building permits required by local or state authorities & municipalities are not included and are the responsibility of the owner of the property, unless specifically included as a line item in the proposal. If you want Kraftsman to handle required permitting please contact our office and we will provide a quote if not included as a line item within this proposal.
11. This proposal may be withdrawn by Kraftsman if not accepted within thirty (30) days.

Respectfully Submitted: David Ondrias
 David Ondrias

Date: July 14, 2015

Acceptance of Proposal:

The prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If contract is placed with an attorney for suit or collection through probate, bankruptcy or other legal proceedings, customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written as part of this contract.

Authorized Signature: _____

PO#: _____

Printed Name & Title : _____

Date of Acceptance: _____

Authorized Signature: _____

Printed Name & Title : _____

WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT

Thank You! We Appreciate Your Business!



BID PROPOSAL

Bidder: ("The Contractor") R.J. Harris Construction (Gulf Coast) LP

Project: Talmadge Park Pavilion Project

Date: July 31, 2015

To: Construction Superintendent: John Gordon
City of Alvin
1100 West Highway 6
Alvin, Texas 77511
281-388-4288

Dear John Gordon,

Contract Price

1. We propose, as general contractor, to furnish all labor and materials as required per plans; Dated 06-10-2015 for the above project and to construct the Project in conformity with all plans, other specifications or drawings provided by Project Owner for the Sum of: Forty Four Thousand Eight Hundred Twenty Two and Zero Cents: \$44,822.00 plus sales tax, if applicable.

Time of Completion

2. We agree to execute the Contract for the Project, deliver the bonds required, if any by the Contract, commence actual work on the project with the times specified in the contract documents issued in connection with the Project, and to complete the Project within no more than 45 calendar days after commencement of actual work on the Project unless delayed by acts of nature or supply shortages.

Examinations and Investigations

3. We acknowledge that we have performed the following:
 - a. Carefully examined the drawings and specifications for the Project as provided by the Superintendent.
 - b. Carefully examined all documents issued in connection with this Project.



- c. Examined the project site as to which it is located.

Warranty Information

- 4. The Contractor warrants to the Project Owner for 1 year after Project completion date, that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the Contract Documents. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The warranty on fixtures, will be manufacturer warranty.

Insurance/workers Compensation Information

- 5. The contractor provides insurance in the following amounts and can deliver a certificate upon awarding of Contract in the following amounts:
 - a. Commercial General Liability: \$1,000,000/\$2,000,000
 - b. Automotive Liability: \$1,000,000
 - c. Umbrella: \$1,000,000/\$2,000,000
 - d. Workers Compensation: \$1,000,000

References

- 6. We are pleased to provide the following references:

a. CA Development	Mike Stover	214-882-2075
b. League City	Scott Tuma	281-554-1431
c. Humble I.S.D	Catherine Dalles	281-641-8994
d. Chelsea Architects	Lenoard Lane Jr. AIA	713-624-5599
e. Fresenius Medical Care	Rick Rodriguez	281-932-1551

- 7. The "Contract Price" is good for 60 days from above date.

David J Tusi
Prepared by David Tusi
R.J. Harris Construction (Gulf Coast), L.P.
611 FM 1960 East Bypass
Humble, TX 77338
Office 281-548-1600

Digitally signed by David J Tusi
DN: cn=David J Tusi, o=RJ Harris
Construction, ou,
email=david.harris@harrisconstruction.com,
c=US



QUOTE

103 Red Bird Lane
Austin, Texas
78745-3122

TO: City of Alvin
Attn: John Gordon
Address: 1100 W Hwy 6, Alvin, Texas
Ship to:
Phone: 281-388-1288
Email: jgordon@cityofalvin.com

Buyboard Quote
Contract #423-13

QUOTE #: 081015-111-tfh
DATE: August 10, 2015

City of Alvin
Talmadge Park Pavilion

QTY	DESCRIPTION OF EQUIPMENT	UNIT COST	TOTAL COST
1	30' x 20' x 4" concrete slab #3 on 12" centers both ways with 4-30" x4' drilled piers and a 12" x 16" Grade Beam with 2#4 rebar top & bottom		\$6,995.00
2	Construction of 30' X 20' 24 Gauge canopy with 4" x 4" support columns.		\$15,599.00
	Installation of above pavilion		\$7,552.00
	Less Discount		(\$765.00)
1	Freight on Above Equipment Delivered to Alvin, Texas 77511		\$525.00
TOTAL			\$29,906.00

QUOTE IS VALID FOR 30 DAYS FROM DATE OF QUOTE OR FROM DATE OF REVISION

NOT INCLUDED: Sales Tax (Sales Tax Exemption Certificate Required), Permits/Bonds/Fees (if required), Off-loading, Assembly & Installation.

If you are receiving your equipment, you are responsible for unloading and accepting delivery from the freight company and reporting any damaged freight or shortages on the freight bill at the time. You will also be responsible for a complete inventory of your received equipment and reporting any discrepancies to us immediately.

Payment Terms: 50% due with signed quote; balance due upon delivery of equipment and receipt of invoice.

Estimated Delivery: 6 to 8 weeks after receipt of order.

Accepted by: _____

Date: _____ P.O. # (if applicable): _____

PLEASE ISSUE PURCHASE ORDER IN VENDOR NAME OF T.F. HARPER & ASSOCIATES, LP

Thank you for giving us the opportunity to quote this equipment.
Tommy Harper



QUOTE

103 Red Bird Lane
Austin, Texas
78745-3122

TO: City of Alvin
Attn: John Gordon
Address: 1100 W Hwy 6, Alvin, Texas
Ship to:
Phone: 281-388-1288
Email: jgordon@cityofalvin.com

Buyboard Quote
Contract #423-13

QUOTE #: 081015-111-tfh
DATE: August 10, 2015

City of Alvin
Talmadge Park Pavilion

QTY	DESCRIPTION OF EQUIPMENT	UNIT COST	TOTAL COST
1	30' x 20' x 4" concrete slab #3 on 12" centers both ways with 4-30" x4' drilled piers and a 12" x 16" Grade Beam with 2#4 rebar top & bottom		\$6,995.00
2	Construction of 30' X 20' 24 Gauge canopy with 4" x 4" support columns.		\$15,599.00
	Installation of above pavilion		\$7,552.00
	Less Discount		(\$765.00)
1	Freight on Above Equipment Delivered to Alvin, Texas 77511		\$525.00
TOTAL			\$29,906.00

QUOTE IS VALID FOR 30 DAYS FROM DATE OF QUOTE OR FROM DATE OF REVISION

NOT INCLUDED: Sales Tax (Sales Tax Exemption Certificate Required), Permits/Bonds/Fees (if required), Off-loading, Assembly & Installation.

If you are receiving your equipment, you are responsible for unloading and accepting delivery from the freight company and reporting any damaged freight or shortages on the freight bill at the time. You will also be responsible for a complete inventory of your received equipment and reporting any discrepancies to us immediately.

Payment Terms: 50% due with signed quote; balance due upon delivery of equipment and receipt of invoice.

Estimated Delivery: 6 to 8 weeks after receipt of order.

Accepted by: _____

Date: _____ P.O. # (if applicable): _____

PLEASE ISSUE PURCHASE ORDER IN VENDOR NAME OF T.F. HARPER & ASSOCIATES, LP

Thank you for giving us the opportunity to quote this equipment.
Tommy Harper



AGENDA COMMENTARY

Meeting Date: 9/3/2015

Department: Parks & Recreation

Contact: Dan Kelinske, Parks & Rec Dir.

Agenda Item: Consider an agreement with Clear the Air Cooling and Heating for the Heating Venting and Air Conditioning removal and installation at the Senior Center in an amount not to exceed \$15,194.00; and authorize City Manager to sign.

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary: In tandem with the flat roof replacement project at the Senior Center, three rooftop Heating Venting and Air Conditioning (HVAC) package units (which are self contained heating & cooling units) and one stand alone HVAC condensing unit located within the flat roof area of replacement will need to be removed in order to perform the roof replacement. After the flat roof has been replaced, these units will need to be re-installed. However, two of the three package units have been previously replaced, one in 2012 and the other in 2013, respectively, due to un-repairable failure(s). The third package unit has a manufacture date of 1997 and is recommended to be replaced as it has reached its recommended life expectancy. The stand alone HVAC condensing unit will be reinstalled. Staff recommends utilizing Clear the Air to perform the necessary HVAC work and provide the replacement 4 ton Trane package unit. The scope of this project includes removal of units, installation of 2 new curb assemblies, relocation of duct work, rebuild curb on west unit, reinstall the condensing unit, reinstall 2 existing package units, and replace one package unit with new unit. Clear the Air will warranty for a period of one year from the date of installation and after the first year, the equipment manufacturers warranty will be for a period of 5 years. Clear the Air currently holds the City's HVAC maintenance & repair contract which expires 10/9/2015. Clear the Air proposal price: \$15,194.00.

Funding Expected: Revenue Expenditure N/A

Budgeted Item: Yes No N/A

Account Number: 311-9001-00-4100 Amount \$15,194.00

Legal Review Required: N/A Required Date Completed 8/26/2015

Supporting documents attached:

- Clear the Air Commercial HVAC quote

Recommendation: Move to approve an agreement with Clear the Air Cooling and Heating for the Heating Venting and Air Conditioning removal and installation at the Senior Center in an amount not to exceed \$15,194.00; 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



CLEAR *the* AIR
COOLING & HEATING

(281) 482-1308 ♦ Fax: (832) 482-0900

133 N. Friendswood Dr. #349; Friendswood, TX 77546

www.cleartheairac.com

Commercial HVAC Quote

Date:

Tuesday, August 18, 2015

Prepared For:

Name: City of Alvin
Contact: Dan Kelinski
Location: Senior Center
Billing Address: 216 W. Sealy
Phone Number(s): 281-388-4290

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:

- This estimate includes the following:
- Removal of all units (4) from rooftop.
- Installation of 2 new curb assemblies.
- Relocation of duct work.
- Rebuild curb on west unit.
- Reinstall condensing unit.
- Reinstall 2 newer package units.
- Replacement of old package unit with new 4 ton Trane unit.

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:	1 Year
Compressor(s):	5 Years
Coil(s):	1 Year
Heat Exchanger(s):	

Your Proposed Investment:

\$15,194

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 alternation 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 warrants 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: 9/3/2015

Department: Parks & Recreation **Contact:** Dan Kelinske, Parks & Rec. Director

Agenda Item: Consider proposal from Garland/DBS, Inc. to replace the flat roof portion and repair to standing seam roof at the Alvin Senior Center in an amount not to exceed \$32,733.00; and authorize the City Manager to approve the purchase order for this expenditure.

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary: A water leak in the Senior Center located below an area of the flat roof prompted a core sample of the flat roof. The core sample revealed moisture saturation and overall deterioration of the flat roof. In addition, it was discovered that one of the standing seam panels had slipped out of place, exposing a portion of the wooden deck. As a result, staff is recommending that City Council approve the proposal from Garland/DBS, Inc (a member of the cooperative purchasing network US Communities) to replace the flat roof portion and repair to the standing seam roof. Garland/DBS, Inc was selected because of their history of quality turn key roofing replacement and repair projects on other City of Alvin facilities. Apollo Construction installed the standing seam roof at the Senior Citizens Center in the summer of 1999.

Funding Expected: Revenue Expenditure N/A

Budgeted Item: Yes No N/A

Account Number: 111-7001-02-4100 **Amount** \$32,733.00

Legal Review Required: N/A Required **Date Completed** 8/26/2015

Supporting documents attached:

- Roofing Material and Services Proposal

Recommendation: Move to approve a proposal from Garland/DBS, Inc. to replace the flat roof portion and repair to standing seam roof at the Alvin Senior Center in an amount not to exceed \$32,733.00; and authorize the City Manager to approve the purchase order for this expenditure.

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

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



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Alvin
Senior Center Roof Replacement
Date Submitted: 08/20/2015
Proposal #: 25-TX-150065
MICPA # 14-5903

Please Note: The following proposal is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Cobb County, GA and U.S. Communities. This proposal should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered a competitive bid process for the project with the hopes of providing a lower market adjusted price whenever possible.

Scope of Work: Senior Center Roof Replacement

- 1 Remove all existing bituminous roofing including base flashings, metal edging, gutters and downspouts, sheet metal items, 1" Perlite and related components down to the tapered Polyisocyanurate insulation.
- 2 Replace or repair any damaged or wet insulation as required.
- 3 Mechanically attach 1/2" Securock using #14 Heavy Duty deck screws through the existing tapered polyisocyanurate, lightweight concrete deck and 26 gauge metal pan in strict accordance with engineered wind uplift calculations and TDI requirements.
- 4 Prepare all wall surfaces to receive base flashings by priming and fully adhering new Cant Strips.
- 5 Heat fuse first ply of smooth HPR Torch Base in accordance with manufacturers current printed guidelines.
- 6 All metal flanged penetrations and gravel guard shall be primed on both sides with asphalt primer, set in a liberal bed of asphalt mastic, and stripped in with one ply of HPR Torch Base prior to running second ply of modified roof membrane.
- 7 Heat fuse second ply of mineral surfaced Stressply IV Mineral in accordance with manufacturers current printed guidelines. Broadcast minerals into hot bleed out as supplied by the membrane manufacturer to ensure monolithic appearance.
- 8 Fabricate and install new 24 gauge prefinished metal edge with 22 gauge galvanized continuous cleats. Color selected by Owner.
- 9 Fabricate and install new 24 gauge prefinished gutter and downspouts with 22 gauge galvanized straps. Color selected by Owner.
- 10 Fabricate and install new 24 gauge 304 stainless steel pitch pans, bonnets, pipe hoods, gravity vents, and related accessories.
- 11 Install two ply heat fused modified base flashings consisting of one ply of HPR Torch Base and one ply of Stressply IV mineral.
- 12 Install new neoprene pipe boots with butyl-sealed gaskets at all pipe-style penetrations through the existing standing seam roof system.



AGENDA COMMENTARY

Meeting Date: 9/3/2015

Department: Administration

Contact: Sereniah Breland, City Manager

Agenda Item: Consider Ordinance 15-S, levying a property tax rate for the year 2015 and to direct the Tax Assessor-Collector to access, account for, and distribute the property taxes as herein levied; first reading.

Type of Item: Ordinance 1st Reading Ordinance 2nd Reading Resolution Public Hearing Discussion & Direction

Summary: This is first reading of Ordinance 15-S, levying the property tax rate for the tax year 2015. The proposed tax rate is \$0.8386 per \$100/assessed value. Second reading of this ordinance will take place at a special City Council meeting scheduled for Thursday, September 10, 2015 at 7:00 p.m.

The City Charter requires that an ordinance be adopted to establish the tax rates for maintenance & operation (M&O) and debt service (DS) to fund budget appropriations; and must be approved by a favorable vote of a majority of the members of the City Council.

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: Ordinance 15-S

Recommendation: Move to approve Ordinance 15-S, levying a property tax rate for the year 2015 and to direct the Tax Assessor-Collector to access, account for, and distribute the property taxes as herein levied; first reading.

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager

Michelle Segovia

From: Jody Schibi [REDACTED]
Sent: Monday, August 10, 2015 2:32 PM
To: Michelle Segovia
Subject: Fwd: Hope Clinic

Michelle

Please find herein the letter of no objection from the C&R District concerning HOPE Clinic.

Thank You

Jody

Sent from Jody Schibi

Begin forwarded message:

From: Richard [REDACTED]
Date: August 5, 2015 at 1:58:05 PM CDT
To: "michelle lira" <mlira@psf.cityofalvin.com>, "Jody Schibi" [REDACTED]
Subject: Hope Clinic

The Brazoria County C&R#3 has no objection to the addition to Hope Clinic on Hwy 6 .We feel the drainage will not be impacted in this area.

- 13 Fabricate and install new vent-type curb covers at 2 (two) sheet-metal curbs on existing standing seam roof system.
- 14 Fabricate and install new 24 gauge pre-finished galvanized panel cover, to match existing color, at 1 (one) are on existing standing seam roof system where panel has slipped. Repair shall be secured with stainless steel rivets.
- 15 Provide 2 Year Contractors Roof Warranty.
- 16 Provide Manufacturer's 30 year No Dollar Limit Warranty
- 17 Upon job completion, provide TDI WPI-8 certification.

Line Item Pricing

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
2.62	Tear-off & Dispose of Debris: SYSTEM TYPE BUR w/ Mineral Surfacing to the Existing Insulation (Insulation to be Re-Used)	\$ 2.19	1800	SF	\$ 3,942
4.25	Insulation Recovery Board & Insulations Options RECOVERY BOARD TYPE 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Lightweight / Gypsum Deck	\$ 1.50	1800	SF	\$ 2,700
12.13.02	ROOF CONFIGURATION 1 Ply of Torch Base Sheet Installed with Torch Application - BASE PLY OPTION: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 210 lbf/in tensile	\$ 3.37	1800	SF	\$ 6,066
12.41.01	ROOF CONFIGURATION 1 Ply of Mineral Surfaced, Torch-Applied Cap Sheet Installed with Torch Application ROOFING MEMBRANE OPTION: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum 300 lbf/in tensile Torch-Applied Membrane	\$ 5.78	1800	SF	\$ 10,404
20.20.01	ROOF FLASHINGS FOR MODIFIED & COAL TAR PITCH ROOF SYSTEMS: Torch Applied Flashings - Minimum 1 Ply of Torch Base and Torch Mineral Cap Sheet; Torch Applied FLASHING OPTION: BASE PLY: SBS Modified Polyester/Fiberglass Reinforced Base Torch Applied Flashing Ply - 80 lbf/inch tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 300 lbf/in Tensile Torch Applied Membrane	\$ 17.86	200	SF	\$ 3,572
	Metal-Stretch-Out: 10" 24 Gauge Coping with Three (3) Bends	\$ 7.87	90	LF	\$ 708
	Metal-Stretch-Out: 6" 24 Gauge Continuous Cleat with Four (4) Bends	\$ 7.58	90	LF	\$ 682
	Sub-Total Prior to Multipliers				\$ 28,075

22.42	MULTIPLIER - ROOF SIZE IS GREATER THAN 1,000 SF, BUT LESS THAN 2,000 SF Multiplier Applied when Roof Size is Less than 2,000 SF, but Greater than 1,000 SF Fixed Costs: Equipment, Mobilization, Demobilization, Disposal, & Set-Up Labor are Not Completely Absorbed Across Roof Area	85%	%	\$ 23,863
	Total:			\$ 51,938

Total Maximum Price of Line Items under the MICPA: \$ 51,938
Proposal Price Based Upon Market Experience: \$ 32,733

Competitive Bid Results:

J Reynolds & Co., Inc.	\$ 32,733
Argio Roofing & Construction, LLC	\$ 33,314
Atlas Universal, Inc.	\$ 34,241
F. W. Walton, Inc.	\$ 39,176
John A. Walker Roofing Co., Inc.	\$ 40,762
Shelter Roofing LP	\$ 44,025
Sea-Breeze Roofing, Inc.	\$ 44,056

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers. Proposal pricing valid through 12/31/2015.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Matt Egan

Matt Egan
Garland/DBS, Inc.
(216) 430-3662