

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 17, 2015 7:00 P.M. - REGULAR MEETING (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 **Regular** Meeting of the **City Council** of the **City of Alvin**, Texas, to be held on **Thursday, September 17, 2015** at 7:00 p.m. in the **Downstairs Conference Room** at: City Hall, 216 W. Sealy, Alvin, Texas.

AGENDA

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF MINUTES**
 - A. Approve minutes of the August 27, 2015 City Council workshop meeting.
 - B. Approve minutes of the September 3, 2015 City Council workshop meeting.
 - C. Approve minutes of the September 3, 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 street closure request for Alvin Fire Department's Open House on September 26, 2015 from 8:00 a.m. to 3:00 p.m. Streets requested for closure include: W. House Street at S. Taylor Street and W. House Street at S. Hood Street.
 - B. Consider street closure request for Alvin High School's Homecoming parade on September 28, 2015 from 4:30 p.m. – 6:00 p.m. or an alternate date due to inclement weather. Streets requested for closure include: College from West Dumble to West Stadium, West Stadium from College to South Johnson, South Johnson from West Stadium to West Adoue, West Adoue from South Johnson to South Second

(Yellowjacket Drive), and South Second (Yellowjacket Drive) from West Adoue to the parking lot of Alvin Memorial Stadium.

- C. Consider street closure request for the annual Blue Santa fundraising event on October 18, 2015 from 6:30 a.m. – 3:30 p.m. at National Oak Park. Streets requested for closure include: E. Sidnor St. at Depot Centre Blvd, E. Sidnor St. at S. Magnolia St., E. Sealy St. at Depot Centre Blvd, Depot Centre parking lot east side exit, Depot Centre at north exit of Parking Lot.

8. MATTERS REMOVED FROM CONSENT AGENDA

9. OTHER BUSINESS:

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

- A. Consider Ordinance 15-N, 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; second reading.
- B. Consider Ordinance 15-U amending Chapter 25, Water and Sewers; by amending Article IX, Storm Water Quality; providing for a penalty; and setting forth other provisions related thereto; first reading.
- C. Consider award of bid to Comfort Systems USA (South Central) Inc., for Heating, Venting and Air Conditioning (HVAC) preventative maintenance and repair services of city facilities, and approve a (1) one year contract, with (3) three optional (1) one year renewals; and authorize the City Manager to sign.
- D. Consider Interlocal Agreement with Brazoria County for the FY16 Asphalt Improvement Project; and authorize the Mayor to sign.
- E. Consider Windstorm Renewal Proposal option #1 from Victor O. Schinnerer & Company, Inc. in an amount not to exceed \$147,350 for the City's windstorm and hail coverage for FY16; and authorize the City Manager to sign the Proposal Acceptance Form.

10. REPORTS FROM CITY MANAGER

- A. Review preliminary list of items for the Council meeting of October 1, 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, September 10, 2015 at 6:00 p.m.



A handwritten signature in blue ink that reads "Dixie Roberts".

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 CITY COUNCIL MEETING
THURSDAY AUGUST 27, 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 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: Terry Droege, Roger Stuksa and Keith Thompson.

Staff members present: Sereniah Breland, City Manager; Junru Roland, Chief Financial Officer; and Dixie Roberts, City Clerk.

INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Horn gave the Invocation.

Council member Arendell led the Pledge of Allegiance.

Council member Thompson led the Pledge to the Texas Flag.

PUBLIC HEARING

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 7:02 p.m.

No comments were given.

Mayor Horn closed the public hearing at 7:02 p.m.

OTHER BUSINESS

Announce that the City Council is scheduled to vote on the first reading of the proposed tax rate ordinance at the regular City Council meeting on Thursday, September 3, 2015 at 7:00 p.m.

Mayor Horn announced that the City Council is scheduled to vote on the first reading of the proposed tax rate ordinance at the regular City Council meeting on Thursday, September 3, 2015 at 7:00 p.m.

ADJOURNMENT

Council member Thompson moved to adjourn the special meeting at 7:03 p.m. Seconded by Council member Droege; motion to adjourn carried on a vote of 4 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 SEPTEMBER 3, 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 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, Terry Droege, Brad Richards, Scott Reed, Roger Stuksa, and Keith Thompson.

Staff members present: Sereniah Breland, City Manager; Junru Roland, CFO; Dixie Roberts, City Clerk; Larry Buehler, Economic Development Director; Robert Lee, Police Chief.

WORKSHOP

Discuss Zoning.

John J. Hightower and David W. Olson, legal counsel from Olson and Olson, L.L.P. gave a brief presentation to City Council regarding zoning issues and the steps in which to create a zoning ordinance.

ADJOURNMENT

Council member Thompson moved to adjourn the meeting at 6:50 p.m. Seconded by Council member Arendell; 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
REGULAR SESSION
CITY COUNCIL MEETING
THURSDAY, SEPTEMBER 3, 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, Terry Droege, Scott Reed, Brad Richards, Roger Stuksa 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; Larry Buehler, Economic Development Director.

INVOCATION AND PLEDGE OF ALLEGIANCE

Mr. Buehler gave the invocation.

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

Council member Reed led the Pledge to the Texas Flag.

APPROVAL OF MINUTES

Approve minutes of the August 13, 2015 City Council workshop meeting.

Council member Droege moved to approve the minutes of the August 13, 2015 City Council workshop meeting. Seconded by Council member Arendell; motion to approve carried on a vote of 7 Ayes.

Approve minutes of the August 20, 2015 City Council workshop meeting.

Council member Adame moved to approve the minutes of the August 20, 2015 City Council workshop meeting. Seconded by Council member Arendell; motion to approve carried on a vote of 7 Ayes.

Approve minutes of the August 20, 2015 City Council regular meeting.

Council member Stuksa moved to approve the minutes of the August 20, 2015 City Council regular meeting. Seconded by Council member Arendell; motion to approve carried on a vote of a7Ayes.

PETITIONS OR REQUESTS FROM THE PUBLIC

Kathy Mattes and Jerry Pryor of the Alvin Museum Society spoke before City Council thanking them for their continued support. They extended an invitation to City Council to attend the reinstallation of the post office mural celebration to be held at the museum on Saturday September 26, 2015 at 1:00 p.m.

CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION

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.

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.

Council member Adame moved to approve the consent agenda as presented. Seconded by Council member Arendell; motion to approve carried on a vote of 7 Ayes.

MATTERS REMOVED FROM CONSENT AGENDA

No items were removed from the consent agenda.

OTHER BUSINESS:

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.

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, Section 21-28 Site Plans and Drainage Plan; Section 21-42 Sidewalks; Section 35-20 (b)(1) Nonconforming Structures (building façade requirements), and Section 5-4 (b) Building Permit Fees. 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. The Planning Commission unanimously approved the variances as requested.

Ms. Breland stated that this item went before the Planning Commission and involved a detailed conversation. Requests: 1) waiver of the required engineered site plan; staff concurs. 2) Waiver of sidewalks at this location. Staff will bring a sidewalk master plan before the Planning Commission and ultimately City Council prescribing best use of sidewalks within the community. Staff requests to postpone the waiving of the sidewalk requirement until after the plan is submitted and voted on by City Council. 3) Exception to the façade requirement. The intent of Section 35-20(b) was to require the installation of a façade for visible storefronts of new buildings. Hope Clinic is requesting to place a modular building behind their current building, and requests that the installation of a façade not be required; staff concurs. 4) Waiving of permit fees; staff concurs.

Council member Reed thanked Mr. Schibi for the information provided to City Council.

Mr. Schibi spoke before City Council regarding the requested variances by Hope Clinic.

Council member Stuksa asked about ADA compliance.

Council member Thompson asked if the modular building would be skirted. Ms. Breland stated that it would be skirted and would have decking that would include an ADA ramp.

Council member Stuksa asked if Hope Clinic would be required to adhere to the rules and regulations set out in the building code. Ms. Breland stated that they would.

Council member Reed moved to approve the variance request from Hope Clinic to waive the Site Plan and Drainage Plan requirement of Section 21-28, City Council finds that there are no special conditions necessary for the variance. Seconded by Council member Arendell; motion to approve carried on a vote of 7 Ayes.

Council member Thompson moved to postpone the installation of a sidewalk required by Section 21-42 until a sidewalk master plan is presented and voted on by City Council. Seconded by Council member Richards; motion to approve carried on a vote of 7 Ayes.

Council member Stuksa moved to approve the variance for the 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. Seconded by Council member Arendell; motion to approve carried on a vote of 7 Ayes.

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.

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.

Below are the adjustments to be made within the proposed budget:

UTILITY FUND

Water Program

| | | | |
|----|------------|---------------|--------|
| #1 | 211-402160 | Water Revenue | 12,576 |
|----|------------|---------------|--------|

Sewer Program

| | | | |
|----|------------|---------------|--------|
| #2 | 211-402140 | Sewer Revenue | 13,742 |
|----|------------|---------------|--------|

| | | | |
|----|------------------|-------------------|---------|
| #3 | 211-6005-00-3100 | Contract Services | (1,500) |
|----|------------------|-------------------|---------|

| | | | | |
|--|--|-------------------------------------|---------------|---|
| | | <i>Net Increase in Fund Balance</i> | 24,818 | Maintain current water/sewer rates; additional funding for newsletter |
|--|--|-------------------------------------|---------------|---|

SANITATION FUND

| | | | |
|----|------------|---------------------------|-------|
| #4 | 212-402090 | Garbage Fees - Commercial | 6,272 |
|----|------------|---------------------------|-------|

| | | | |
|----|------------|----------------------------|-------|
| #5 | 212-402095 | Garbage Fees - Residential | 4,182 |
|----|------------|----------------------------|-------|

| | | | | |
|--|--|-------------------------------------|---------------|--------------------------------|
| | | <i>Net Increase in Fund Balance</i> | 10,454 | Maintain current garbage rates |
|--|--|-------------------------------------|---------------|--------------------------------|

Council member Arendell moved 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. Seconded by Council member Thompson; motion to approve carried on a vote of 7 Ayes.

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.

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.

Council member Stuksa moved to approve 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. Seconded by Council member Arendell; motion to approve carried on a vote of 7 Ayes.

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.

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. Fire marshal made this recommendation.

Lengthy discussion was had. Council asked that no parking along Briscoe Drive be removed from the ordinance and that a no parking zone be established along the north side of Stadium Drive between Dover Circle and College Drive. The ordinance will be amended to reflect the changes for second reading. Council discussed the need for additional parking in this area.

Council member Stuksa moved to approve Ordinance 15-N, establishing 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. Seconded by Council member Thompson; motion to approve carried on a vote of 7 Ayes.

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.

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.

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

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.

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.

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

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

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.

Council member Arendell moved to approve receipt of the 2014 tax year Annual Report for Tax Increment Reinvestment Zone Number Two City of Alvin (Kendall Lakes TIRZ). Seconded by Council member Droege; motion to approve carried on a vote of 7 Ayes.

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.

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.)

Council member Reed moved 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. Seconded by Council member Richards; motion to approve carried on a vote of 7 Ayes.

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.

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.

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

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.

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.

Council member Droege moved 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 \$32,227.91; and authorize the City Manager to sign. Seconded by Council member Reed motion; to approve carried on a vote of 7 Ayes.

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.

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 |

Council member Stuksa moved 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. Seconded by Council member Arendell; motion to approve carried on a vote of 7 Ayes.

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.

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.

Council member Thompson moved 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. Seconded by Council member Stuksa; motion to approve carried on a vote of 7 Ayes.

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.

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.

No action was taken on this item.

REPORTS FROM CITY MANAGER

Review preliminary list of items for the Council meeting of September 17, 2015.

Ms. Breland reviewed the preliminary list for September 17, 2015 City Council Meeting.

Items of Community Interest

Mrs. Roberts reviewed items of community interest.

REPORTS FROM COUNCIL MEMBERS

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

Council member Thompson thanked Chief Lee and the Police Department for their service.

Council member Reed wished Chief Lee a happy birthday. He also thanked the first responders for their service.

Council member Arendell asked for a Code update for 709 E. Hwy 6. He also wished Chief Lee a happy birthday.

Council member Richards wished Chief Lee a happy birthday.

Council member Droege also wished Chief Lee a happy belated birthday.

Council member Adame wished Chief Sunshine a happy birthday.

Council member Stuksa wished Chief Lee a happy birthday.

Mayor Horn asked that a workshop be set up to discuss the thoroughfare plan.

ADJOURNMENT

Council member Arendell moved to adjourn the meeting at 8:09 p.m. Seconded by Councilmember Adame; 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
BUILDING BOARD OF ADJUSTMENTS AND APPEALS
MAY 18, 2015**

1. Call to Order.

The meeting was called to order at 6:00 p.m. Board members Santos Garza, Martin Vela, and James Thompson were present in the First Floor Conference Room at the City of Alvin Public Service Facility, 1100 W. Highway 6. Also attending was Building Official Mike Collins, Plans Examiner Roy Sosa, and Mike representing A & L Communications.

2. Reports or Requests from the Public.

No reports or requests from the public.

3. Approval of Minutes for March 16, 2015

Motion to approve minutes was made by Martin Vela and seconded by James Thompson. Motion passed unanimously.

4. Consider a request from A & L Communications for a special use permit concerning additional wall signage located at 2625 South Loop 35, Suite 200:

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

(1)Wall Signs – Size and Number

Roy Sosa explained A & L Communications is only allowed one wall sign. In order to have more view from the public they are requesting an additional three signs. The board viewed the photos provided, discussed the sign ordinance and the special use permit for three additional wall signs. Martin Vela made a motion to approve the special use permit and it was seconded by Santos Garza. The motion passed unanimously.

5. Reports or requests from Board Members

Martin Vela asked if the City of Alvin has an ordinance regarding the LED signs. Roy Sosa responded that we have where signs are put in a window, but not lights. The lights cannot be flashing or distracting because the PD has called us on some. If they have signage in the window it takes away from the 10% that is allowed on the exterior. Martin Vela stated the Tax office in the same shopping center has excessive signage on the building and in windows all year long.

6. Adjourn Meeting.

Martin Vela motioned to adjourn the meeting and James Thompson seconded the motion. The motion passed unanimously. The meeting ended at 6:35 p.m.



AGENDA COMMENTARY

Meeting Date: 9/17/2015

Department: Parks and Recreation

Contact: Dan Kelinske, Parks & Rec Dir.

Agenda Item: Consider street closure request for Alvin Fire Department's Open House on September 26, 2015 from 8:00 a.m. to 3:00 p.m. Streets requested for closure include: W. House Street at S. Taylor Street and W. House Street at S. Hood Street.

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

Summary: This street closure is an effort to support the Alvin Fire Department's annual fall open house on September 26, 2015 at Fire Station 1 located at 302 W. House Street. This annual event is a community outreach program to raise awareness about fire prevention and fire safety. Various local police and emergency service agencies will be on hand displaying equipment, providing information and educational material as well as free food and fun activities for community members of all ages.

Funding Expected: Revenue Expenditure N/A

Budgeted Item: Yes No N/A

Account Number: _____ **Amount** **No Expenditure** _____

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

Supporting documents attached:

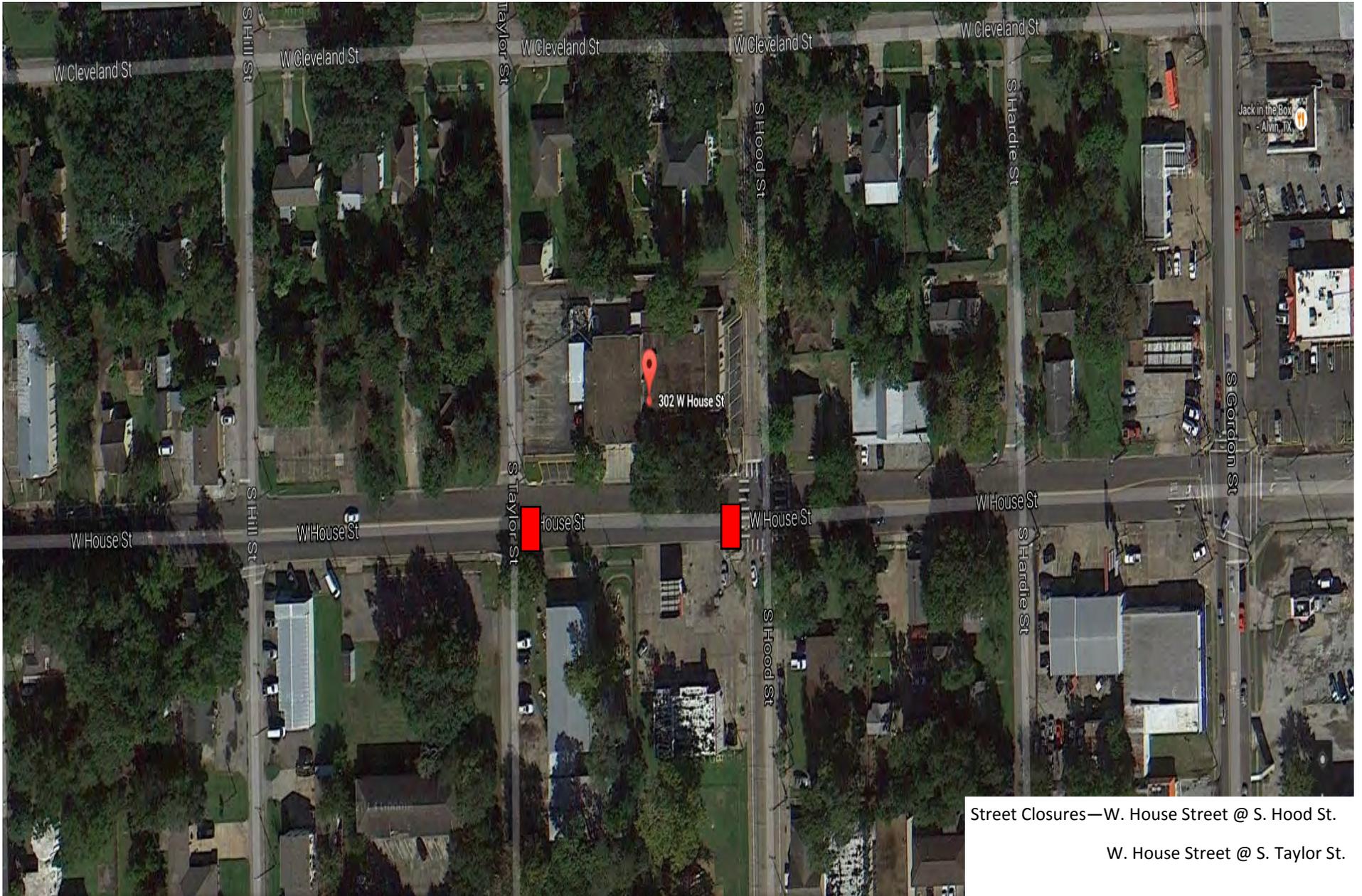
- AVFD Street Closure Request Map

Recommendation: Move to approve street closure request for the Alvin Fire Department Open House.

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

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

2015 Alvin Fire Department Open House





AGENDA COMMENTARY

Meeting Date: 9/17/2015

Department: Parks and Recreation

Contact: Dan Kelinske, Parks & Rec Dir.

Agenda Item: Consider street closure request for Alvin High School's Homecoming parade on September 28, 2015 from 4:30 p.m. – 6:00 p.m. or an alternate date due to inclement weather. Streets requested for closure include: College from West Dumble to West Stadium, West Stadium from College to South Johnson, South Johnson from West Stadium to West Adoue, West Adoue from South Johnson to South Second (Yellowjacket Drive), and South Second (Yellowjacket Drive) from West Adoue to the parking lot of Alvin Memorial Stadium.

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

Summary: This street closure is an effort to support the Alvin High School's Homecoming parade on September 28, 2015. This annual parade raises school spirit and engages our community members in support of our local high school. Alvin Parks Department will change out all street banners to "Jacket Pride" banners which will remain in place throughout the fall sports season then be replaced by holiday banners. In case of inclement weather, AISD requests approval of the street closure for an alternate date.

Funding Expected: Revenue Expenditure N/A

Budgeted Item: Yes No N/A

Account Number: _____ **Amount** _____

Legal Review Required: N/A Required **Date Completed** 9/10/2015

Supporting documents attached:

- Map of parade route

Recommendation: Move to approve street closure request for the Alvin High School Homecoming parade and authorize the Mayor to approve an alternate date due to inclement weather, if necessary.

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

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

ALVIN HIGH SCHOOL HOMECOMING PARADE

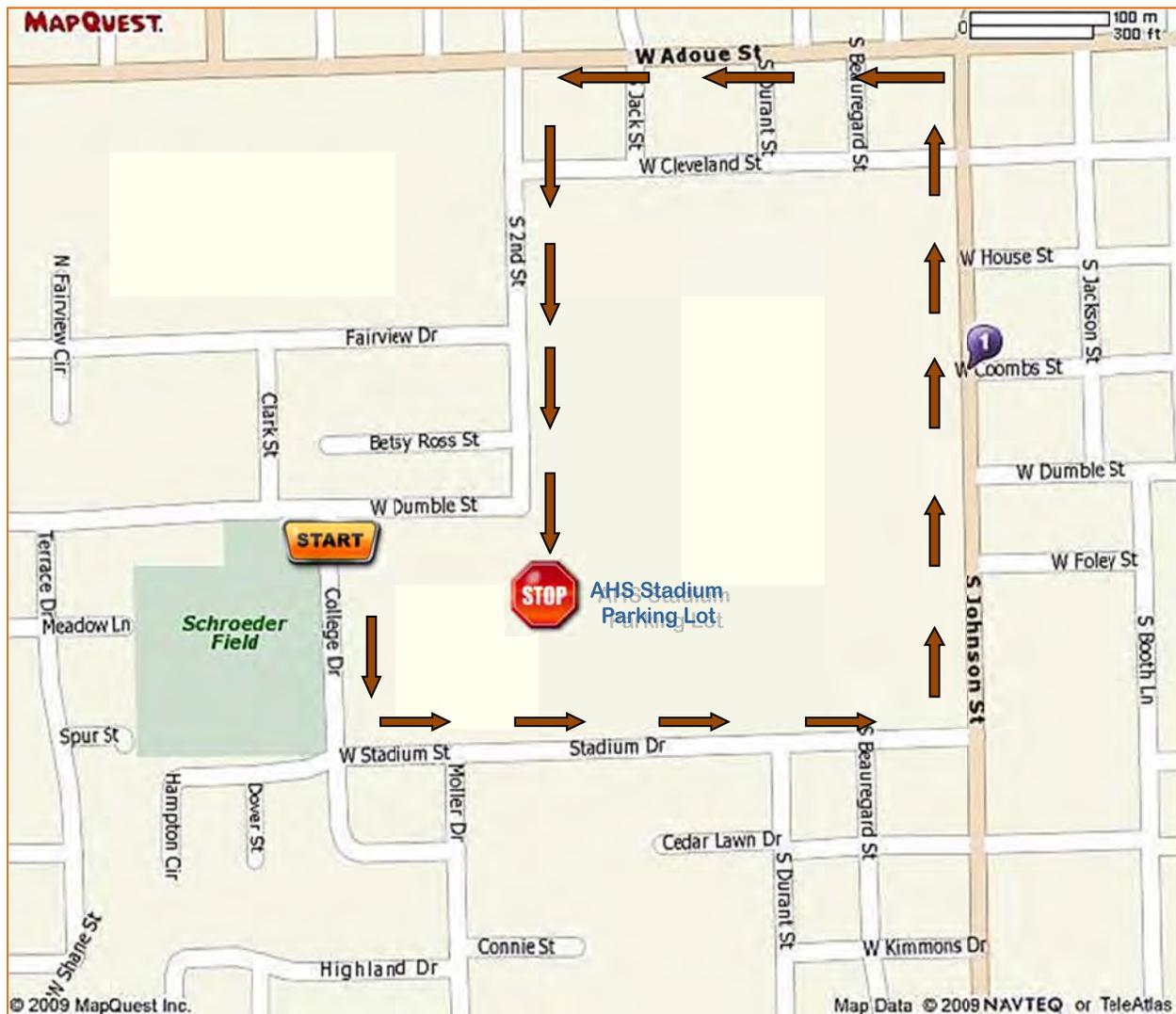
Event Date: Monday, September 28, 2014

Parade Start Time: 5:00 p.m.

PARADE ROUTE:

PARADE ENTRIES WILL LINE UP ON COLLEGE DRIVE, PROCEED LEFT ON STADIUM DRIVE, LEFT ONTO JOHNSON STREET, LEFT ONTO ADOUE STREET, THEN LEFT ONTO YELLOWJACKET DRIVE (SOUTH SECOND STREET) PROCEEDING SOUTH ON YELLOWJACKET DRIVE, ENDING IN THE ALVIN HIGH SCHOOL FOOTBALL STADIUM PARKING AREA.

PLEASE SEE BELOW FOR ILLUSTRATED INSTRUCTIONS:





AGENDA COMMENTARY

Meeting Date: 9/17/2015

Department: Parks and Recreation

Contact: Dan Kelinske, Parks & Rec Dir.

Agenda Item: Consider street closure request for the annual Blue Santa fundraising event on October 18, 2015 from 6:30 a.m. – 3:30 p.m. at National Oak Park. Streets requested for closure include: E. Sidnor St. at Depot Centre Blvd, E. Sidnor St. at S. Magnolia St., E. Sealy St. at Depot Centre Blvd, Depot Centre parking lot east side exit, Depot Centre at north exit of Parking Lot.

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

Summary: Alvin Blue Santa, a non-profit organization, requests this street closure for its annual fundraiser event held at National Oak Park which includes a motorcycle ride through Brazoria County. Alvin Blue Santa uses funds raised from this event for various charitable activities; such as scholarships to Angleton Independent School District high school graduates who plan to attend Alvin Community College, the purchase of bikes and toys for children and food for needy families. As an example of their fundraising results, this past summer they gave a gift card donation to an Alvin family who lost their home to a fire.

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:

- Blue Santa Fundraiser Event Map

Recommendation: Move to approve street closure request for the Blue Santa fundraising event on October 18, 2015 from 6:30 a.m. – 3:30 p.m. at National Oak Park.

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

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

2015 Blue Santa Fundraiser Event





AGENDA COMMENTARY

Meeting Date: 9/17/2015

Department: Parks and Recreation

Contact: Dan Kelinske, Parks & Rec. Dir.

Agenda Item: Consider Ordinance 15-N, 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; second reading

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

Summary: This ordinance is to establish a no parking zone along the 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 every twenty feet throughout and three "No Parking" signs will be installed with a total estimated cost of \$1,740; \$240 for the signs and \$1,500 for outsourced striping. This ordinance was amended on first reading to restrict parking along that certain portion of Stadium Drive only.

Funding Expected: Revenue Expenditure N/A

Budgeted Item: Yes No N/A

Account Number: _____ **Amount** \$1,740

Legal Review Required: N/A Required **Date Completed** 9/3/2015

Supporting documents attached:

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

Recommendation: Move to approve Ordinance 15-N, 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; second 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 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 the north side of Stadium Drive at Dover Circle, east to the eastern most edge of Stadium Drive at College Drive (see attached Exhibit 1).

Section 2. 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 3. Any person violating the parking restrictions established by this Ordinance, upon conviction, shall be punished by a fine prescribed by section 1-5.

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

Section 5. 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 6. 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 7. 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 8. 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 North Side Stadium Drive

Approximately 260 L.F.





AGENDA COMMENTARY

Meeting Date: 9/17/2015

Department: Public Services, Code Compliance **Contact:** Kacey Roman, Code Comp. Supv.

Agenda Item: Consider Ordinance 15-U amending Chapter 25, Water and Sewers; by amending Article IX, Storm Water Quality; providing for a penalty; and setting forth other provisions related thereto; first reading.

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

Summary: The suggested changes to this ordinance are a result of the revisions the Texas Commission on Environmental Quality (TCEQ) made to the Texas Pollutant Discharge Elimination System (TPDES) General Permit No. TXR040000 when they renewed it. The TCEQ required all of the entities covered by the permit to amend their existing ordinances to include the new provisions within 2 permit years. Our permit years run from October 1st – September 30th each year and we are currently in the 2nd permit year, which will end on September 30, 2015. The City of Alvin and all other members of the Brazoria County Stormwater Quality Coalition have been tasked to adopt these updates.

Background: The State of Texas assumed the authority to administer the National Pollutant Discharge Elimination System (NPDES) program in Texas on Sept. 14, 1998. NPDES is a federal regulatory program to control discharges of pollutants to surface waters of the United States. The Texas Commission on Environmental Quality (TCEQ) Texas Pollutant Discharge Elimination System (TPDES) program now has federal regulatory authority over discharges of pollutants to Texas surface water, with the exception of discharges associated with oil, gas, and geothermal exploration and development activities, which are regulated by the Railroad Commission of Texas.

TPDES General Permit TXR040000 was issued and effective on August 13, 2007, and authorizes the discharge of storm water to surface water in the state from small municipal separate storm sewer systems (MS4s). It was renewed on December 16, 2013.

The Brazoria County Stormwater Quality Coalition was formed in August 2007 as an effort by the members to assist one another in complying with Stormwater quality regulations established by the TCEQ. The Coalition consists of the City of Alvin, City of Angleton, City of Clute, City of Freeport, City of Lake Jackson, City of Richwood, Brazoria County, Brazoria County C&R District No. 3, Brazoria Drainage District No. 4, Angleton Drainage District, and Velasco Drainage District. The Coalition provides contract storm water inspections for its members, permit issuance, applications, and disseminates all information from the TCEQ to the Coalition members.

Budgeted Item: Yes No N/A

Funding Expected: Revenue Expenditure N/A

Account Number: _____ Amount _____

Legal Review Required: N/A Required Date Completed 9/1/2015

Supporting documents attached:

- Ord. 15- U & Contractor Agreement
-

Recommendation: Move to approve Ordinance 15-U amending Chapter 25, Water & Sewer, Article IX, Storm Water Quality.

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-U

AN ORDINANCE AMENDING CHAPTER 25, WATER AND SEWERS, OF THE CODE OF ORDINANCES, OF THE CITY OF ALVIN, TEXAS BY AMENDING ARTICLE IX, STORM WATER QUALITY; PROVIDING FOR A PENALTY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City staff has recommended amendments to the City's industrial waste regulations in order to better protect the health, safety and general welfare of the citizens of the City of Alvin; and

WHEREAS, the City Council has reviewed the proposed changes and is of the opinion that the same are in the best interest of the health, safety and general welfare of the citizens of the City of Alvin; **NOW THEREFORE**,

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

Section 1. That Chapter 25 of the Code of Ordinances, City of Alvin, Texas; is hereby amended by revising certain sections of Article IX, which said article shall read as follows:

ARTICLE IX. STORM WATER QUALITY

DIVISION 1. GENERAL PROVISIONS

“Sec. 25-252. Objectives.

The objectives of this chapter are as follows:

- (1) To maintain and improve the quality of surface water within the city;
- (2) To prevent or reduce the discharge of contaminated storm water runoff from construction and residential sites into the municipal separate storm sewer system (MS4) and surface waters within the city;
- (3) To facilitate compliance with federal and state rules and regulations by owners, operators, contractors, and subcontractors of construction sites and commercial facilities within the city;
- (4) To enable the city to comply with all federal and state laws and regulations applicable to storm water discharges.

Sec. 25-253. Administration.

The City Manager, or designee, is authorized to administer, implement, and enforce the provisions of this chapter.

Sec. 25-254. Submission of documents.

All persons required by federal or state regulations or this chapter to submit documents, pertaining to discharges of storm water or accidental discharges into the local MS4, shall submit all applicable documents to the following mailing address:

City of Alvin
City Manager
216 W. Sealy
Alvin, Texas 77511

Sec. 25-255. Definitions.

As used in this article:

Agricultural storm water runoff. Any storm water runoff from orchards, cultivated crops, pastures, range lands, and other nonpoint source agricultural activities, but not discharges from concentrated animal feeding operations as defined in 40 CFR § 122.23 or discharges from concentrated aquatic production facilities as defined in 40 CFR § 122.24.

Best management practice (BMP). Schedules of activities, prohibitions of practices, maintenance procedures, structural controls, and other management practices to prevent the pollution of the MS4 and waters in the state. Best management practices also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage areas.

City. The City of Alvin, Texas, or any authorized person acting in its behalf.

Commencement of construction activities. The initial disturbance of soils associated with clearing, grading or excavation activities, as well as other construction-related activities (e.g. stockpiling of fill material, demolition).

Common plan of development or sale. A construction activity that is completed in separate stages, separate phases, or in combination with other construction activities. A common plan of development or sale is identified by the documentation for the construction project that identifies the scope of the project, and may include plats, blueprints, marketing plans, contracts, building permits, a public notice or hearing, zoning requests, or other similar documentation and activities.

Construction activity. Construction activities including clearing, grading, and excavating that result in land disturbances of equal to or greater than one acre. Construction activity also includes the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than one acre of land. Construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, and original purpose of the site (e.g., the routine grading of existing dirt roads, asphalt overlays of existing roads, the routine clearing of existing right-of-ways, and similar maintenance activities).

Contamination. The presence of or entry into a public water supply system, the MS4 or water in the state, any substance which may be detrimental to the public health and/or the quality of water.

Contractor. For the purposes of this chapter, the contractor is the person or persons that have day-to-day operational control of those activities at a construction site that are necessary to ensure compliance with local pollution prevention requirements, although they do not qualify as an operator under the construction permit.

Conveyance. Curbs, gutters, manmade channels and ditches, drains, pipes, and other constructed features designed or used for flood control or to otherwise transport storm water runoff.

Discharge. To deposit, conduct, drain, emit, throw, run, allow to seep, or otherwise release or dispose of any substance, or to cause, allow, permit, or suffer any of these acts or omissions.

Domestic sewage. Waterborne human waste and waste from domestic activities, including the use of toilet facilities, washing, bathing, and food preparation.

Erosion. The process of land being diminished or worn away due to wind or water. Erosion occurs naturally, but can be intensified by land-disturbing activities such as development, farming, road building, timber harvesting, etc.

Facility. Any building, structure, installation, process or activity from which there is or may be a discharge of a pollutant.

Final stabilization. A construction site status where any of the following conditions are met:

- (1) All soil disturbing activities at the construction site have been completed and a uniform (e.g. evenly distributed, without large bare areas) perennial vegetative cover with a density of 70 percent of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures, or equivalent permanent stabilization measures (such as riprap, geotextiles, or gabions) have been employed;
- (2) For individual lots in a residential construction site, the homebuilder has completed final stabilization on the individual lot(s) as specified in condition (1) above;
- (3) For construction activities on land used for agricultural purposes (e.g. pipelines across crop or rangeland), final stabilization may be accomplished by returning the disturbed land to its preconstruction agricultural use. Areas disturbed that were not previously used for agricultural activities, such as buffer strips immediately adjacent to surface water and areas, which are not being returned to their preconstruction agricultural use, shall meet the final stabilization conditions of condition (1) above.

Hazardous substance or materials. Any substance listed in table 302.4 of 40 CFR Part 302.

Hazardous waste. Any substance identified or listed as a hazardous waste by the EPA pursuant to 40 CFR Part 261.

Illicit connection. Any manmade conveyance connecting an illicit discharge directly to a municipal separate storm sewer.

Illicit discharge. Any discharge to a municipal separate storm sewer that is not entirely composed of storm water, except discharges authorized under an NPDES or TPDES permit and discharges resulting from emergency fire fighting activities.

Large construction activity. Construction activities including clearing, grading, and excavating that result in land disturbances of equal to or greater than five acres of land. Large construction activity also includes the disturbance of less than five acres of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than five acres of land. Large construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, and original purpose of a ditch, channel, or other similar storm water conveyance. Large construction activity does not include the routine grading of existing dirt roads, asphalt overlays or existing roads, the routine clearing of existing right-of-ways, and similar maintenance activities.

Maximum extent practicable (MEP). The technology-based discharge standard for municipal separate storm sewer systems to reduce pollutants in storm water discharges that was established by CWA §402(p).

MS4 operator. The public entity, and/or the entity contracted by the public entity, responsible for management and operation of the municipal separate storm sewer system.

Municipal separate storm sewer system (MS4). A separate storm sewer system owned or operated by the United States, a state, city, town, county, district, association, or other public body (created by or pursuant to state law) having jurisdiction over the disposal of sewage, wastes, storm water, or other wastes, including special districts under state law such as a sewer district, flood control or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, that discharges to surface water in the state.

National Pollutant Discharge Elimination System (NPDES). The national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing requirements of certain sections of the federal Clean Water Act.

Nonpoint source. Any source of any discharge of a pollutant that is not a "point source".

Notice of intent (NOI). A written submission to TCEQ, from an applicant, requesting coverage under a general permit.

NPDES permit. A permit issued by the EPA that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general basis. In the State of Texas, the EPA retains authority for permitting oil and gas exploration activities and Indian Country land.

Oil. Any kind of oil in any form, including, but not limited to, petroleum, fuel oil, crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure, sludge, oil refuse, and oil mixed with waste.

Outfall. A point source at the point where a municipal separate storm sewer discharges to water in the state and does not include open conveyances connecting two municipal separate storm sewers, or pipes, tunnels, or other conveyances that connect segments of the same stream or other waters of the U.S. and are used to convey waters of the U.S.

Owner. For the purposes of this chapter, the owner is the person or persons that have operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications, although they do not qualify as an operator under the construction permit.

Permit. Either an NPDES or TPDES permit, whichever is applicable.

Permittee. An MS4 operator authorized under an NPDES or TPDES permit.

Person. Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all federal, state, and local governmental entities.

Point source. (from 40 CFR §122.22) Any discernable, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural storm water runoff.

Pollutant. Dredged spoil, solid waste, incinerator residue, garbage, sewage, sewage sludge, filter backwash, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, and agricultural waste discharged into water. The term "pollutant" does not include tail water or runoff water from irrigation or rainwater runoff from cultivated or uncultivated rangeland, pastureland, and farmland.

Pollution. (from Texas Water Code §26.001(14)) The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or to the public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

Release. Any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the municipal separate storm sewer system (MS4) or water in the state.

Responsible party. The owner, occupant, developer, builder, or general contractor who has operational control over the site, including the ability to make modifications in specifications, or

who has operational control over day-to-day activities at the site and is able to ensure compliance with plan requirements and permit conditions (e.g., a person who is authorized to direct the conduct of workers at the site). Any person who has filed a Notice of Intent (NOI) or completed a Construction Site Notice is presumed to be a responsible party.

Riparian. Any area relating to or located on the bank of a natural watercourse.

Runoff. Drainage or flood discharge that leaves an area as surface flow or as pipeline flow.

Sediment. Soil, sand, and minerals washed from land into water, usually after rain.

Separate storm sewer system. A conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, outfalls, or storm drains), designed or used for collecting or conveying storm water; which is not a combined sewer, and which is not part of a publicly owned treatment works (POTW) as defined at 40 CFR §122.2.

Small construction activity. Construction activities including clearing, grading, and excavating that result in land disturbance of equal to or greater than one acre and less than five acres of land. Small construction activity also includes the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than one and less than five acres of land. Small construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, and original purpose of a ditch, channel, or other similar storm water conveyance. Small construction activity does not include the routine grading of existing dirt roads, asphalt overlays of existing roads, the routine clearing of existing right-of-ways, and similar maintenance activities.

Storm drain. An opening leading to an underground pipe or an open ditch for carrying surface runoff.

Storm water. Any flow occurring during or after any form of natural precipitation, including rainfall runoff, snowmelt runoff, and surface runoff and drainage.

Storm water associated with construction activity. Storm water runoff from a construction activity where soil disturbing activities (including clearing, grading, and excavating) result in the disturbance of one or more acres of total land area, or are part of a larger common plan of development or sale that will ultimately result in the disturbance of one or more acres of total land area.

Storm Water Permit. Authorization issued by the City to conduct construction activities.

Storm water pollution prevention plan (SWP3). A plan required by a construction general permit to discharge storm water associated with construction and which describes and ensures the implementation of practices that are to be used to reduce the pollutants in storm water discharges associated with construction at the facility.

Storm Water Quality Plan. A plan describing how construction is to be performed and how the site closure is to be accomplished, including post-construction control measures, at a construction site.

Structural control (or practice). A pollution prevention practice that requires the construction of a device, or the use of a device, to capture or prevent pollution in storm water runoff. Structural controls and practices may include but are not limited to: wet ponds, infiltration basins, storm water wetlands, silt fences, earthen dikes, drainage swales, sediment traps, check dams, stabilized construction entrances, subsurface drains, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins.

Temporary stabilization. A condition where exposed soils or disturbed areas are provided a protective cover or other structural control to prevent the migration of pollutants. Temporary stabilization may include temporary seeding, geotextiles, mulches, perimeter controls, and other techniques to reduce or eliminate erosion until either final stabilization can be achieved or until further construction activities take place.

Texas Pollutant Discharge Elimination System (TPDES). The state program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing requirements of certain sections of the federal Clean Water Act.

Texas Commission on Environmental Quality (TCEQ). The permitting authority for storm water discharges.

TPDES permit. A permit issued by the state that authorizes discharges of pollutants to water in the state and waters of the United States, whether the permit is applicable on an individual, group or general basis.

Water in the state. Any groundwater, percolating or otherwise, lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, marshes, inlets, canals, the Gulf of Mexico inside the territorial limits of the state, and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or non-navigable, and including the beds and banks of all water courses and bodies of surface water, that are wholly or partially inside or bordering the state or inside the jurisdiction of the state.

Waters of the United States. All waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide; all interstate waters, including interstate wetlands; all other waters the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce; all impoundments of waters otherwise defined as waters of the United States under this definition; all tributaries of waters identified in this definition; all wetlands adjacent to waters identified in this definition; and any waters within the federal definition of "waters of the United States" at 40 CFR §122.2; but not including any waste treatment systems, treatment ponds, or lagoons designed to meet the requirements of the federal Clean Water Act.

Wetland. An area that is inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

Sec. 25-256. Citizen Reporting.

(a) All citizens are encouraged to report any spills, releases, illicit connections, other instances of anyone discharging pollutants ~~in~~to the MS4 or waters of the United States, and any other violation of this article of which they become aware to the City Manager.

(b) Such citizen reports may be made by telephone, in writing, or in person. A written record of each citizen report to the city will be prepared and kept on file for a period of three years, and a copy of the city's record of the report will be furnished to the reporting citizen upon request. Also upon request, the City Manager will inform the reporting citizen of any action undertaken by the city in response to the citizen's report.

Sec. 25-257. Notification of spills.

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants into storm water, the storm drain system, or waters of the U.S., said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials, said person shall immediately notify emergency response agencies of the occurrence. In the event of a release of non-hazardous materials, said person shall notify the City Manager no later than the next working day. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall retain an on-site written record of the discharge and the action taken to prevent its recurrence. Such records shall be retained for at least five (5) years.

Sec. 25-258 - 25-269. Reserved.

DIVISION 2. ~~ILLICIT DISCHARGES~~STORM WATER SYSTEM

Sec. 25-270. Illicit Discharge.

No person shall introduce, cause to be introduced, or allow to be introduced an illicit discharge ~~in~~to the MS4, except those discharges listed in Section 25-~~258~~271. Illicit discharge may result in the termination of the MS4 access by the City Manager.

Sec. 25-271. Allowable Non-Storm ~~W~~ater Discharges.

(a) The following non-storm water discharges may be discharged to the MS4, provided that subsection (b) below does not apply:

- (1) A discharge authorized by, and in full compliance with, a TPDES or NPDES permit;
- (2) Water line flushing (excluding discharges of hyperchlorinated water, unless the water is first dechlorinated and discharges are not expected to adversely affect aquatic life);
- (3) Runoff or return flow from landscape irrigation, lawn irrigation, and other irrigation utilizing uncontaminated sources of potable water, groundwater, or surface water;
- (4) Discharges from a potable water source;
- (5) Diverted stream flows;
- (6) Rising ground waters and springs;
- (7) Uncontaminated ground water infiltration;
- (8) Uncontaminated pumped ground water;
- (9) A discharge from a foundation drain or a footing drain;
- (10) Air conditioning condensate;
- (11) Water from a crawl space pump;
- (12) A discharge from residential car washing and non-commercial car washing events;
- (13) Flows from a riparian habitat or wetland;
- (14) Dechlorinated swimming pool discharges;
- (15) Street wash water;
- (16) Dye testing if verbal notification to the City is given prior to the time of the test;
- (17) A discharge or flow from emergency fire fighting activities; and
- (18) Other similar occasional non-storm water discharges, unless the TCEQ develops permits or regulations addressing these discharges.

(b) The city may, on a case-by-case basis, prohibit any of the above listed allowable non-storm water discharges in subsection (a) provided:

- (1) The discharge or flow in question has been determined by the TCEQ or City Manager to be a significant contributor of a pollutant or pollutants to water in the state or the MS4; and
- (2) Written notice of such determination has been provided to the discharger.

(c) *Specific Prohibitions of Construction Related Illicit Discharges.* It is unlawful for a person to intentionally, knowingly, recklessly or with criminal negligence, create, cause, introduce, or contribute to creating, causing or introducing any discharge that causes and/or contributes to a violation of applicable water quality standards, a discharge or flow composed of one or more of the following from construction site:

- (1) Pollutants from equipment, vehicle and/or other wash waters;
- (2) Pollutants from exposed building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste or other similar materials;
- (3) Pollutants from spills and/or leaks;

- (4) Pollutants from washout wastewater, fuels, oils, soaps, solvents, and dewatering activities.

Sec. 25-272. Illicit connections prohibited.

It is unlawful for any person to construct, use, maintain, or continue the existence of an illicit connection. Illicit connections may be terminated by order of the City Manager without prior notice.

Sec. 25-273. Suspension of MS4 Access.

- (a) The City Manager may, without prior notice, issue an emergency order suspending MS4 discharge access when such suspension is necessary to stop an actual or threatened discharge that presents or may present imminent and substantial danger to the environment, to the health or welfare of persons, or to the MS4. If the person who receives the suspension order fails to comply, the City Manager may take steps to prevent or minimize damage to the MS4 or to minimize danger to the public.
- (b) Access may not be reinstated without written approval from the City Manger.

Sec. 25-274 – 25-279. Reserved.

DIVISION 3. CONSTRUCTION STORM WATER MANAGEMENT-
POST-CONSTRUCTION STORM WATER MANAGEMENT

Sec. 25-280. Construction Site.

(a) A construction site includes all areas where construction activity, which is all or part of a common development or project, are occurring, proposed to occur, or have occurred, irrespective of whether that construction is in compliance with this Chapter, irrespective of whether that construction activity is ongoing or temporarily suspended for any purpose, and irrespective of whether the City Manager has granted authorization to undertake the construction activity. A construction site shall encompass:

- (1) All land and surface water areas where construction activities of any type, including all areas of land surface disturbed by or as a consequence of the construction activities or other activities in support of the construction activities, are undertaken as part of a common plan of development or project;
- (2) All areas of land to be disturbed by construction of a common plan of development or project, irrespective of whether such construction is undertaken or planned to be undertaken in one phase or stage or different phases or stages and irrespective of whether such construction is undertaken or planned to be undertaken at different, separate, or simultaneous times;

- (3) All areas of land where the land is to be disturbed by construction of a common plan of development or project, irrespective of whether undertaken at contiguous or separate locations within the general area encompassed by the common plan of development or project, provided such boundary lies on or is within the boundary of property collectively owned or leased by one or more parties undertaking any or all of the construction activities; and
- (4) All areas of ongoing, temporarily suspended, yet-to-be undertaken, and completed construction encompassing the totality of the construction activities, irrespective of whether any or all the construction activities are within compliance with this chapter.

(b) The City Manager shall have the right to redefine, for purposes of compliance with this chapter, the limits of a construction site in extent and amount necessary and sufficient in the judgment of the City Manager to prevent the actual or potential discharge of pollutants from the construction site to the MS4 or waters of the U.S., provided the limits lie on or within the boundary of property collectively owned or leased by one or more operators undertaking any or all of the construction activities at the site.

(c) A construction site shall cease to be a construction site only at such time that all requirements for closure of the construction site as specified by this chapter and in the storm water permit have been met, at which time the storm water permit will automatically terminate.

(d) The storm water permit coverage will automatically terminate two (2) years after the permit issuance date. If a permit is needed beyond the termination or expiration date, a new permit must be issued.

(e) A construction site for which active and ongoing on-site construction activities have halted for a period of twenty-one (21) continuous calendar days and for which proper closure actions as required by this chapter have not been conducted, shall be considered in violation of this chapter, unless the construction site owner and/or operator has demonstrated to the satisfaction of the City Manager that:

- (1) Such lack of active and ongoing on-site construction activity is a result of only temporary suspension of activities; and
- (2) Temporary stabilization practices were initiated no later than fourteen (14) calendar days after the site becoming inactive.

(f) Any and all owners and/or operators of a construction site and any and all other persons undertaking construction activities as a contractor or subcontractor at a construction site shall use best management practices to control, reduce, and prevent, to the maximum extent practicable, the discharge of pollutants to the MS4 and/or waters of the U.S. The discharge of pollutants to the MS4 and/or waters of the U.S. from activities conducted by said operator, contractor, or subcontractor include but is not limited to: sediment, silt, earth, soil, dirt, sand and gravel; lime, liquids, solids, and semi-solids used for soil treatment, preparation, or amendment; concrete, slurries, grout, tar, and asphalt; construction vehicle and/or equipment cleaning wash waters; construction vehicle cleaning and wash waters; construction vehicle maintenance fluids such as

hydraulic fluids, lubricants, fuels, brake fluids, and coolants; hazardous or extremely hazardous materials; materials resulting from repair, renovation, or demolition such as concrete, reinforcing bar, steel, wire, tar paper, roofing materials, sheet rock, plaster, wood, cellar dirt and carpeting; residual and surplus construction materials; paint thinner, paint equipment cleaner and wastewater from the cleaning of painting equipment and supplies; waste construction material packaging and containers; and construction trash, debris, and waste building materials, building products, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste, washout waters, spills leaks, solvents, and dewatering activities.

Sec. 25-281. Adoption of the Storm Water Management Guidance Document.

The Brazoria County Storm Water Quality Coalition MS4 Construction Guidance Document is adopted to ensure storm water entering the navigable waters of the United States from the city's municipal separate storm sewer system does not violate the terms of the city's storm water national pollution discharge elimination system permit. The guidance document contains suggested best management practices that owners, developers, and contractors should consider adopting to help control and reduce pollutants that are transported by storm waters and technical guidance related to erosion and sediment controls and other measures to reduce pollutants from new construction projects. **The manual can be found at <http://www.alvin-tx.gov>.**

Sec. 25-282. Storm Water Permit.

(a) The owner and/or operator of a construction site must apply for a Storm Water Permit at least ten (10) days prior to the start of any construction activity. Construction must be started no later than (180) calendar days after the date the Storm Water Permit is issued. Failure to begin within 180 calendar days shall render the Storm Water Permit void.

(b) The Storm Water Permit must be posted at the construction site.

(c) The owner and/or operator of a construction site may apply for a change in the date of commencement of construction or the date of termination of construction specified in the Storm Water Permit, this application must be made at least two (2) working days prior to:

- (1) the date of the proposed change for commencement; and/or
- (2) the date of the termination date.

(d) If for any reason the Storm Water Permit is suspended, revoked, terminated, or voided, construction activity at the site shall immediately cease.

(e) Application for amendment to a Storm Water Permit can be made at any time ten (10) or more working days prior to the time identified in the Storm Water Permit for completion of construction activities, provided the person(s) making application is not in violation of this Chapter. An appropriately modified Storm Water Quality Plan shall also be provided at the time of application for amendment to the City Manager. Construction undertaken in accordance with the amended Storm Water Permit shall not commence until the amendment is approved by the City Manager. Approval of such amendment does not relieve the applicant or owner and/or operator from any or all administrative enforcement remedies, judicial enforcement remedies, enforcement actions, or other remedies allowed by law.

(f) In the event that the operator of the construction site changes within ten (10) working days of the change, any and all Storm Water Permits, and Storm Water Quality Plans, permits, plans, or notices must be amended to reflect the name of the new operator.

Sec. 25-283. Same – contents.

(a) The Storm Water Permit shall contain the following:

- (1) Storm Water Quality Plan;
- (2) Address or other description of location of the construction site;
- (3) Name, address, and telephone number of the construction site owner and/or operator and the operator's on-site representative, either the property owner or lessee, and name and address of general construction contractor, if different from property owner or lessee;
- (4) Earliest date of commencement of construction activity;
- (5) Proposed dates of termination of construction activity, completion of final stabilization activities, and closure of the site;
- (6) Any other information the City Manager may deem necessary; and
- (7) Certification by the applicant for the Storm Water Permit that the information provided on the Storm Water Permit application is true and accurate.

Sec. 25-284. Same – exemptions.

Exemptions from the requirements for a Storm Water Permit and Storm Water Quality Plan shall apply for the following situations or conditions:

- (1) The construction activity is undertaken at a single or multiple family residential property site for the sole purpose of maintenance of the residential property site; and
- (2) The construction is necessary on an emergency basis because of imminent harm or endangerment to the public or environment, in which case the construction may be continued only so long as such imminent harm or endangerment or threat of harm or endangerment exists.

Sec. 25-285. Same – waiver.

(a) The City Manager may provide a waiver to the requirement for a Storm Water Permit upon the written request of the owner and/or operator seeking such waiver. The waiver is to be provided only if the construction for which waiver is sought is demonstrated to the satisfaction of the City Manager to meet all of the following conditions:

- (1) The waiver will not contribute to a violation of this Chapter or any permit or license the City may hold to discharge storm water;

- (2) The construction activity is of such size, extent, magnitude, or location as to neither allow, cause, or have potential to cause a significant discharge of sediments or other pollutants to the City's MS4 or waters of the U.S.;
- (3) There is a compelling public interest for issuance of a waiver;
- (4) It is in the general interest of the health and safety of people in the City or protection of the environment that such waiver be provided, such interest not to be based upon cost or economic considerations; and
- (5) Other such conditions the City Manager may deem necessary to ensure that significant discharge of sediment and other pollutants does not occur.

Sec. 25-286. Storm Water Quality Plan.

(a) The Storm Water Quality Plan shall be prepared in accordance with the Brazoria County Storm Water Quality Coalition MS4 Construction Guidance Document and Best Management Practices (BMPs). The objective of the plan is to identify potential sources of pollution, including sediment, which will affect the quality of storm water discharges associated with construction and development. The plan must describe the implementation of BMPs that will be used to reduce the pollutants in storm water discharges associated with construction and post-development runoff. Storm Water Quality Plans shall be retained on site during the course of construction and shall be available for inspection by the City upon request.

(b) Contents of Storm Water Quality Plan

(1) Site Description

- a. Total area of the site, and total disturbed area, including off-site staging/storage areas;
- b. A description of the existing vegetation at the site, including coverage;
- c. The location of other sources of pollution, such as vehicle fueling, storage of chemicals, concrete washout areas, etc.; and
- d. The name of the receiving water(s) and description of any outfalls (size, type, and location), if the discharge is to a MS4, the name of the system, the location of the storm sewer discharge, and the ultimate receiving water(s).

(2) Construction Documents

- a. A description of the construction activity;
- b. A copy of the development plans; and
- c. Construction schedule.

(3) Best Management Practices (BMPs)

- a. The BMPs must include locations and descriptions of control measure for each phase of development, including before clearing and grading activities begin; during all phases of construction; and post-construction/post development.

(4) Control Measures

- a. Construction phase control measures should include, but are not limited to, the following:

- (1) Temporary Sediment Control Measures

- (a) silt fence
- (b) sand bag berms
- (c) hay bales
- (d) check dams
- (e) interceptor swales/dikes

- (2) Temporary Stabilization Measures

- (a) temporary seeding
- (b) erosion control blankets/matting
- (c) mulch/compost
- (d) temporary sodding

- (3) Final Stabilization Measures

- (a) permanent seeding
- (b) permanent sodding
- (c) impervious surfaces

(c) Post-Construction Phase control measures ~~shall~~ must be incorporated into the Storm Water Quality Plan **where necessary** to preserve pre-development hydrologic regimes. These control measures do not apply to residential home construction. Post-construction phase control measures should include, but are not limited to, the following:

- (1) Velocity Dissipation Measures

- (a) On-Site
 - (i) vegetated swales
 - (ii) check dams
 - (iii) vegetated filter strips
 - (iv) level spreaders
 - (v) velocity dissipation structures
- (b) Off-Site
 - (i) surrounding local topography
 - (ii) concrete-lined drainage channels
 - (iii) low velocity drainage channels

- (2) Pre-development Peak Flow Preservation

- (a) On-Site
 - (i) detention basins/ponds

- (ii) constructed wetlands
- (iii) bio-retention
- (iv) wet basins

(b) Off-Site

- (i) in-line detention
- (ii) outfall pump systems
- (iii) off-site (regional) detention
- (iv) low velocity drainage channels

(3) Non-Structural Controls

- (a) adequate litter trash services/receptacles
- (b) street/parking lot sweeping cleaning as necessary

(d) Long Term Maintenance of On-Site Post-Construction Control Measures.

- (1) For new and significant redevelopment projects that are determined by the City to require on-site control post-construction control measures such as detention ponds, constructed wetlands, bio-retention systems, the developer or the person or persons who will be responsible for the maintenance of the control measures shall execute an affidavit that states that post-construction control measures shall be in place and maintained for as long as required.
- (2) The affidavit must be submitted to the City Manager no later than ten (10) calendar days before the commencement of construction activities and will serve as a legal commitment to the City.
- (3) The City Manager may also require that a Maintenance Bond be issued to ensure the maintenance is performed according to the said legal commitment.

(e) Inspections

The plan shall provide that qualified personnel (provided by the operator of the construction site) shall inspect disturbed areas of any construction site that have not been finally stabilized, areas used for storage of materials that are exposed to precipitation, structural control measures, and locations where vehicles enter or exit the site, at least once every seven calendar days and within 24 hours of the end of a storm that is 0.5 inches or greater. All erosion and sediment control measures and other identified best management practices shall be observed in order to ensure that they are operating correctly and are effective in preventing significant impacts to receiving waters and the MS4. Based on the results of the inspection, best management practices shall be modified as appropriate, and as soon as is practicable.

(f) Revisions to Storm Water Quality Plan

- (1) The Storm Water Quality Plan shall accurately reflect site conditions and the construction activities proposed to be undertaken. Revisions necessary to maintain an accurate and up-to-date Storm Water Quality Plan shall be made in a timely fashion but in no case later than two (2) working days after the occurrence of conditions or activities requiring such revisions.
- (2) If the conditions or activities described by a Storm Water Quality Plan revision could be reasonably expected to result in an increase in the actual or potential discharge of pollutants from the site, such revision must be approved by the City Manager prior to implementation of the proposed revision.
- (3) If the City Manager does not approve or reject of the revision within ten (10) working days, the revision(s) shall be assumed to be approved.

Sec. 25-287. Storm Water Pollution Prevention Plan (SWP3)

(a) For a construction site that is one (1) or more acres but less than five (5) acres, or is five (5) or more acres and that is required by state or federal regulation to have a SWP3, the SWP3 shall be prepared in accordance with applicable state and federal regulations.

(b) Any SWP3 required by federal or state regulation shall be retained on site during all phases of construction and a copy must be submitted to the city/county. Failure to produce such required SWP3s shall be grounds for issuance of a stop work order.

(c) The City Manager may require additional information, plans, or specifications in a SWP3 for a construction site if the City Manager determines such additional information, plans, or specifications are necessary to prevent the discharge of pollutants to the MS4 or waters of the U.S.

Sec. 25-288 - 25-295. Reserved.

DIVISION 4. CIVIL ENFORCEMENT

Sec. 25-296. Responsibility of other entities.

(a) Any owner of a site of construction activity, whether or not he/she is an operator, is jointly and individually responsible for compliance with the requirements in this section.

(b) Any contractor or subcontractor on a site of construction activity, who is not an owner or operator, but who is responsible under his/her contract or subcontract, for implementing a best management practices control measure, is jointly and individually responsible for any willful or negligent failure on his/her part to adequately implement that control measure.

Sec. 25-297. Right of Entry.

The City Manager and/or appointed representative may, where reasonable cause exists, with or without a warrant, enter upon any property for examination of the same to ascertain whether a

violation of the requirements of this chapter exists and shall be exempt from any legal action or liability on account thereof.

Sec. 25-298. Stop Work Order.

(a) Whenever the City Manager determines that there is a violation on a construction site of any provision of this chapter, or any order issued hereunder, the City Manager may issue a Stop Work Order (SWO) for that construction site.

(b) Unless express written exception is made by the City Manager, the SWO shall prohibit any and all further construction activity at the site, and shall bar any further inspection or approval by the City of any work associated with a building permit, Storm Water Permit, or any other City approval necessary to commence construction or to assume occupancy at the site.

(c) Issuance of a SWO shall not be a bar against, or a prerequisite for, taking any other action against the construction site owner and/or operator.

Sec. 25-299. Notification of violation (NOV)

(a) When the City Manager finds that any person has violated, or continues to violate, any provision of this chapter, or any order issued hereunder, the City may serve upon that person a written NOV. Within ten (10) calendar days of the receipt of such notice, an explanation of the violation and a plan for the satisfactory correction and prevention of recurrence thereof, including specific required actions, shall be submitted by the alleged violator to the City Manager. If the alleged violator denies that any violation occurred, or contends that no corrective action is necessary, an explanation of the basis of any such denial or contention shall be submitted to the City Manager within ten (10) calendar days of receipt of the notice.

(b) Submission of an explanation or plan in no way relieves the alleged violator of liability for any violations of this Chapter or any state or federal regulation occurring before or after receipt of the NOV.

(c) Nothing in this section shall limit the authority of the City Manager to take any action, including emergency action or any other enforcement action, without first issuing a NOV.

Sec. 25-300. Consent orders.

The City Manager may enter into Consent Orders, assurances of voluntary compliance, or other written agreements with the owner and/or operator for noncompliance with any provision in this chapter or any order issued hereunder. Such agreements may include specific action to be taken to correct the noncompliance within a time period specified by the agreement. Such agreements shall have the same force and effect as administrative orders issued pursuant to this chapter and shall be judicially enforceable.

Sec. 25-301. Compliance order.

(a) When the City Manager finds that any person has violated, or continues to violate, any provision of this chapter, or any order issued hereunder, the City Manager may issue a

Compliance Order to the violator directing that the violator come into compliance with this chapter within a specified time limit. Compliance Orders also may contain other requirements to address the noncompliance, including self-monitoring and implementation of best management practices designed to minimize the amount of pollutants discharged to the MS4 and waters of the U.S.

(b) A Compliance Order does not relieve a person of liability for any violation, including any continuing violation.

(c) Issuance of a Compliance Order shall not be a bar against, or a prerequisite for, any other action against the violator.

Sec. 25-302. Remediation, abatement and restoration orders.

(a) When the City Manager finds that any person has violated, or continues to violate, any provision of this chapter, or any order issued hereunder, and the City Manager has reasonable evidence to suspect that such a violation has adversely affected the MS4 or waters of the U.S., the City Manager may issue a Remediation, Abatement and Restoration Order to the violator directing said violator to undertake and implement any appropriate action the City Manager may designate to remediate or abate any adverse effects of the violation upon the MS4, and to restore any part of the MS4 within the City that has been harmed. Such remediation, abatement, and restoration actions may include but shall not be limited to:

- (1) Monitoring, assessment, and evaluation of the adverse effects and determination of the appropriate remedial, abatement, or restoration actions;
- (2) Confinement, removal, cleanup, treatment, and disposal of any discharged or released pollution or contamination.
- (3) Prevention, minimization, or mitigation of any damage to the public health or the environment that may result from the violation; and
- (4) Restoration or replacement of City property or natural resources damaged by the violation.

(b) The Remediation, Abatement, and Restoration Order may direct that the remediation, abatement, or restoration be accomplished on a specified compliance schedule and be completed within a specified period of time.

(c) The cost for preparation, implementation, construction, and maintenance of any remediation, abatement, or restoration as may be ordered by the City Manager shall be borne by the person to whom the City Manager has issued such order.

(d) An order issued under this subsection does not relieve the violator of liability for any violation, including any continuing violation.

(e) Issuance of an order under this subsection shall not be a bar against, or a prerequisite for, taking any other action against any responsible party.

Sec 25-303. Emergency cease and desist orders

(a) When the City Manager finds that any person has violated, or continues to violate, any provision of this chapter, or any order issued hereunder, or that the person's past violations are likely to recur, and that the violation(s) has caused or contributed to an actual or threatened discharge to the MS4 or waters of the U.S. which reasonably appears to present an imminent or substantial endangerment to the health or welfare of persons or to the environment, the City Manager may issue an Emergency Cease and Desist Order to the violator directing said violator to immediately cease and desist all such violations and directing the violator to:

- (1) Immediately comply with all Chapter requirements;
- (2) Terminate any discharges which the City Manager determines to present an imminent or substantial endangerment to persons or to the environment; and
- (3) Take such appropriate preventative action as may be needed to properly address a continuing or threatened violation, including immediately halting operations, terminating the discharge or both

(b) Any person to which an Emergency Cease and Desist Order has been directed, shall, upon receipt of such Order, immediately take action to stop or eliminate the endangering discharge. In the event of said person's failure to immediately comply voluntarily with said Order, the City Manager may take such action(s) as deemed necessary to prevent or minimize harm to the MS4 or waters of the U.S. or endangerment to persons or to the environment. Such actions may include, but are not limited to, immediate termination of water supply, sewer connection or other municipal utility service provided to said person; to any facility owned, leased or operated all or in part by said person; or to any site for which said person is all or in part an owner or lessee.

(c) The City Manager shall allow the person to whom an Emergency Cease and Desist Order has been issued to recommence discharges when the City Manager determines that the period of endangerment has passed, unless further termination proceedings are initiated against the person to whom the order was issued.

(d) A person that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a written statement, in a form as may be acceptable to the City Manager, describing the causes of the harmful discharge and measures taken or to be taken within a timely fashion to prevent any future occurrence, to the City Manager within fourteen (14) calendar days of receipt of the emergency order.

(e) Issuance of an Emergency Cease and Desist Order shall not be a bar against, or a prerequisite for, taking any other action against the violator.

Sec. 25-304. Appeals

(a) Any person adversely affected by a decision under this chapter, with the exception of a citation, may appeal the decision to the City Manager or the City Manager's designee within fifteen (15) calendar days from the date of the adverse decision. The appeal must be in writing and set forth specifically why the decision should be considered for relief.

(b) The effect of any order, except for an emergency cease and desist order, shall be stayed pending the appeal unless the City Manager makes a written determination to the contrary. An emergency cease and desist order shall not be stayed pending appeal.

(c) Within fourteen (14) calendar days of the appeal, the City Manager, or designee, shall either (1) grant the petition and withdraw or modify the order; (2) deny the petition if there is no material issue of fact; or (3) schedule a hearing on the petition. Written notice of the hearing shall be sent to the appellant. At the hearing, any interested party may present evidence and testify.

(d) After the hearing, the City Manager shall grant the petition and withdraw or modify the order or deny the petition.

(e) The City Manager's ruling shall be final.

DIVISION 5. CRIMINAL PENALTIES

Sec. 25-305. Violations of chapter.

Any person who violates a provision of this chapter or any order issued hereunder shall be subject to a fine as set forth in Section 1-5 of the City of Alvin Code of Ordinances. No culpable mental state is required.

Sec. 25-306. Public nuisance.

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this chapter is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisances may be taken.

Sec. 25-307. Remedies not exclusive.

The remedies listed in this chapter are not exclusive of any other remedies available under any applicable federal, state, or local law.

DIVISION 6. FEES

Sec. 25-308. Fees

(a) The City may adopt reasonable fees for reimbursement of costs of implementing this chapter, which costs may include, but not limited to, the following:

- (1) Fees for monitoring, inspection, and surveillance procedures, including the cost of collecting and analyzing discharges and reviewing monitoring reports submitted by dischargers;

- (2) Fees for issuance of permits;
- (3) Fees for review of notices and plans for construction, termination of construction, and storm water pollution prevention control, irrespective of any acceptance or rejection of such notices or plans by the City Manager;
- (4) Fees for conduct of site inspections by the City when requested by an operator of a site or facility, irrespective of whether such inspection is required by this chapter;
- (5) Fees for site inspection by the City pursuant to determination of compliance to conditions of a conditional notice of termination of construction;
- (6) Fees for responding to spills and releases of oil, hazardous and extremely hazardous substances, and other pollutants; and
- (7) Other fees as the City may deem necessary to carry out the requirements contained in this chapter.

(b) The fees shall be those set forth in Chapter 28 of this code.

(c) The storm water permit fees and the fees for spills relate solely to the matters covered by this chapter and are separate from all other fees, fines, and penalties chargeable by the City.

Section 2. **Penalty.** Any person, firm or corporation violating a provision of this chapter shall be guilty of a misdemeanor, and upon conviction shall be subject to a fine in accordance with Section 1-5 of this chapter of the Code of Ordinances.

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

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

Section 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 on the first reading on the _____ day of _____, 2015.

PASSED on the second and final reading on the _____ day of _____, 2015.

ATTEST:

CITY OF ALVIN, TEXAS

By: _____
Dixie Roberts, City Clerk

By: _____
Paul A. Horn, Mayor

Contractor Agreement Language

I hereby acknowledge that I am aware of the storm water management program and standard operating procedures developed by (entity name) in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for (entity name). I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, storm water inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify (entity name) immediately of any issue caused by or identified by (contractor name) that is believed to be an immediate threat to human health or the environment.



AGENDA COMMENTARY

Meeting Date: 9/17/2015

Department: Parks & Recreation

Contact: Dan Kelinske, Parks & Rec Director

Agenda Item: Consider award of bid to Comfort Systems USA (South Central) Inc., for Heating, Venting and Air Conditioning (HVAC) preventative maintenance and repair services of city facilities, and approve a (1) one year contract, with (3) three optional (1) one year renewals; and authorize the City Manager to sign.

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

Summary: The current Heating Venting and Air Conditioning (HVAC) preventative maintenance & repair contract with Clear the Air expires 10/9/2015 and was made available for public bid beginning 7/20/2015. This bid process generated submittals from Vanderford Air Inc. \$58,559.00, Dr. Cool & Professor Heat \$35,889.00 and Comfort Systems USA South Central \$32,440.92. A walk thru of all City facilities was conducted on 8/4/2015 with all bids being due by 2:00 p.m. on 8/18/2015 and opened at 2:15 p.m. on 8/18/15. On 8/25, staff conducted a site visit to Dr. Cool & Professor Heat and Comfort Systems USA. Upon these visits, Comfort Systems USA has shown to be the best value bidder as they are a national company specializing only in commercial HVAC with references such as Bush Internatinal Airport, Houston Hobby Airport and the City of Houston. They possess the qualified workforce and management structure to ensure quality customer service and needed technical expertise to the City of Alvin for HVAC equipment found in the following facilities covered in this contract: City Hall, Public Services Facility, Public Services Facility at Dyche Lane, Library, Senior Center, Museum, Alvin Convention and Visitor's Bureau/Train Depot, Waste Water Treatment Plant, Fire Station 1, 2, 3, EMS Station and the Police Department.

Funding Expected: Revenue Expenditure N/A

Budgeted Item: Yes No N/A

Account Number: Departmental Building/Grounds
Maintenance Accounts Amount \$32,440.92

Legal Review Required: N/A Required Date Completed 9/3/2015

Supporting documents:

- Comparison Chart
- Comfort Systems USA (South Central) Inc. bid packet
- Contract

Recommendation: Move to award a bid to Comfort Systems USA (South Central) Inc., and approve the Agreement For HVAC Preventive Maintenance and Repair Services 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

| B-15-10 Heating, Ventilation and Air Conditioning Preventative Maintenance and Repair Services | | | | | |
|---|---|---------------------|--|-----------------------------|----------------------------------|
| BID SUBMITTAL #1 / Dr. Cool and Professor Heat | | | | | |
| City Building Locations | | | | | |
| Location No. | Name | Address | Preventative Maintenance Service Price | Number of services per year | Annual Maintenance Service Price |
| 1 | City Hall | 216 W. Sealy St | \$ 969.75 | 4 | \$ 3,879.00 |
| 2 | Public Service Facility | 1100 W. Highway 6 | \$ 859.75 | 4 | \$ 3,439.00 |
| 3 | Public Service Facility #2 | 800 Dyche Lane | \$ 193.00 | 4 | \$ 772.00 |
| 4 | Library | 105 S. Gordon St. | \$ 1,093.75 | 4 | \$ 4,375.00 |
| 5 | Senior Center | 309 W. Sealy St. | \$ 1,093.75 | 4 | \$ 4,375.00 |
| 6 | Museum | 300 W. Sealy St. | \$ 204.75 | 4 | \$ 819.00 |
| 7 | ACVB Office Bldg/Train Depot | 200 Depot Cntr Blvd | \$ 265.50 | 4 | \$ 1,062.00 |
| 8 | WWTP | 7100 S. CR 160 | \$ 479.50 | 4 | \$ 1,918.00 |
| 9 | Fire Station #1 | 302 W. House St. | \$ 391.50 | 4 | \$ 1,566.00 |
| 10 | Fire Station #2 | 110 Medic Ln. | \$ 131.25 | 4 | \$ 525.00 |
| 11 | Fire Station #3 | 2700 FM 1462 | \$ 387.25 | 4 | \$ 1,549.00 |
| 12 | EMS Station | 709 E. Houst St. | \$ 405.50 | 4 | \$ 1,622.00 |
| 13 | APD Air Handler & Fan Maintenance | 1500 S. Gordon St. | \$ 1,468.75 | 4 | \$ 5,875.00 |
| | APD Packaged Chiller Maintenance Qtrly | | \$ 272.00 | 4 | \$ 1,088.00 |
| | APD Packaged Chiller Maintenance Annual | | \$ 956.00 | 1 | \$ 956.00 |
| | APD Pneumatic Control System Qtrly | | \$ 254.00 | 4 | \$ 1,016.00 |
| | APD Pneumatic Control System Annual | | \$ 436.00 | 1 | \$ 436.00 |
| | APD Pump Maintenance Qtrly | | \$ 97.00 | 4 | \$ 388.00 |
| | APD Pump Maintenance Annual | | \$ 229.00 | 1 | \$ 229.00 |
| Annual Total | | | | | \$ 35,889.00 |

Additional Services as requested/ Dr. Cool & Professor Heat:

| Location No. | Name | Quoted Price |
|--------------|------------------------------|--------------|
| 1 | City Hall | T&M |
| 2 | Public Service Facility | T&M |
| 3 | Public Service Facility #2 | T&M |
| 4 | Library | T&M |
| 5 | Senior Center | T&M |
| 6 | Museum | T&M |
| 7 | ACVB Office Bldg/Train Depot | T&M |
| 8 | WWTP | T&M |
| 9 | Fire Station #1 | T&M |
| 10 | Fire Station #2 | T&M |
| 11 | Fire Station #3 | T&M |
| 12 | EMS Station | T&M |
| 13 | APD Packaged Chiller | T&M |

| Labor Rate | Helper Rate | Trip Charge |
|------------|-------------|--|
| \$ 90.00 | \$25.00 | \$75.00 (includes first 1/2 hour labor rate) |

| New replacement unit mark up % | Material (parts) mark-up % |
|--------------------------------|----------------------------|
| 35% | 40% |

| B-15-10 Heating, Ventilation and Air Conditioning Preventative Maintenance and Repair Services | | | | | |
|---|---|---------------------|--|-----------------------------|----------------------------------|
| BID SUBMITTAL # 2 / Vanderford | | | | | |
| City Building Locations | | | | | |
| Location No. | Name | Address | Preventative Maintenance Service Price | Number of services per year | Annual Maintenance Service Price |
| 1 | City Hall | 216 W. Sealy St | \$ 1,441.00 | 4 | \$ 5,764.00 |
| 2 | Public Service Facility | 1100 W. Highway 6 | \$ 1,445.00 | 4 | \$ 5,780.00 |
| 3 | Public Service Facility #2 | 800 Dyche Lane | \$ 277.00 | 4 | \$ 1,108.00 |
| 4 | Library | 105 S. Gordon St. | \$ 1,469.00 | 4 | \$ 5,876.00 |
| 5 | Senior Center | 309 W. Sealy St. | \$ 1,845.00 | 4 | \$ 7,380.00 |
| 6 | Museum | 300 W. Sealy St. | \$ 353.00 | 4 | \$ 1,412.00 |
| 7 | ACVB Office Bldg/Train Depot | 200 Depot Cntr Blvd | \$ 414.00 | 4 | \$ 1,656.00 |
| 8 | WWTP | 7100 S. CR 160 | \$ 475.00 | 4 | \$ 1,900.00 |
| 9 | Fire Station #1 | 302 W. House St. | \$ 594.00 | 4 | \$ 2,376.00 |
| 10 | Fire Station #2 | 110 Medic Ln. | \$ 297.00 | 4 | \$ 1,188.00 |
| 11 | Fire Station #3 | 2700 FM 1462 | \$ 564.00 | 4 | \$ 2,256.00 |
| 12 | EMS Station | 709 E. Houst St. | \$ 697.00 | 4 | \$ 2,788.00 |
| 13 | APD Air Handler & Fan Maintenance | 1500 S. Gordon St. | \$ 2,000.00 | 4 | \$ 8,000.00 |
| | APD Packaged Chiller Maintenance Qtrly | | \$ 1,000.00 | 4 | \$ 4,000.00 |
| | APD Packaged Chiller Maintenance Annual | | \$ 1,500.00 | 1 | \$ 1,500.00 |
| | APD Pneumatic Control System Qtrly | | \$ 1,000.00 | 4 | \$ 4,000.00 |
| | APD Pneumatic Control System Annual | | \$ 1,250.00 | 1 | \$ 1,250.00 |
| | APD Pump Maintenance Qtrly | | \$ 50.00 | 4 | \$ 200.00 |
| | APD Pump Maintenance Annual | | \$ 125.00 | 1 | \$ 125.00 |
| Annual Total | | | | | \$ 58,559.00 |

Additional Services as requested/Vanderford:

| Location No. | Name | Quoted Price |
|--------------|------------------------------|-----------------|
| 1 | City Hall | \$ 225.00 |
| 2 | Public Service Facility | \$ 225.00 |
| 3 | Public Service Facility #2 | \$ 50.00 |
| 4 | Library | \$ 125.00 |
| 5 | Senior Center | \$ 175.00 |
| 6 | Museum | \$ 50.00 |
| 7 | ACVB Office Bldg/Train Depot | no price listed |
| 8 | WWTP | no price listed |
| 9 | Fire Station #1 | \$ 25.00 |
| 10 | Fire Station #2 | \$ 10.00 |
| 11 | Fire Station #3 | no price listed |
| 12 | EMS Station | \$ 75.00 |
| 13 | APD Packaged Chiller | \$ 3,000.00 |

| Labor Rate | Helper Rate | Trip Charge |
|------------|-------------|-------------|
| \$ 125.00 | \$ 99.00 | \$ 99.00 |

| New replacement unit mark up % | Material (parts) mark-up % |
|--------------------------------|----------------------------|
| 40% | \$00.00 - \$4.99 8 |
| | \$5.00 - \$9.99 6 |
| | \$10.00 - \$49.99 4 |
| | \$50.00 - \$99.99 2.5 |
| | \$100.00 and over 1.5 |

* Discounts or overtime are only on labor not parts/materials

| | |
|-----------------|---------|
| Parts Increases | 1.1 |
| Special Order | \$40.00 |

| B-15-10 Heating, Ventilation and Air Conditioning Preventative Maintenance and Repair Services | | | | | |
|---|---|---------------------|--|-----------------------------|----------------------------------|
| BID SUBMITTAL # 3/ Comfort Systems USA | | | | | |
| City Building Locations | | | | | |
| Location No. | Name | Address | Preventative Maintenance Service Price | Number of services per year | Annual Maintenance Service Price |
| 1 | City Hall | 216 W. Sealy St | \$ 847.85 | 4 | \$ 3,391.40 |
| 2 | Public Service Facility | 1100 W. Highway 6 | \$ 1,052.31 | 4 | \$ 4,209.24 |
| 3 | Public Service Facility #2 | 800 Dyche Lane | \$ 112.38 | 4 | \$ 449.52 |
| 4 | Library | 105 S. Gordon St. | \$ 893.31 | 4 | \$ 3,573.24 |
| 5 | Senior Center | 309 W. Sealy St. | \$ 1,215.23 | 4 | \$ 4,860.92 |
| 6 | Museum | 300 W. Sealy St. | \$ 196.38 | 4 | \$ 785.52 |
| 7 | ACVB Office Bldg/Train Depot | 200 Depot Cntr Blvd | \$ 241.62 | 4 | \$ 966.48 |
| 8 | WWTP | 7100 S. CR 160 | \$ 294.46 | 4 | \$ 1,177.84 |
| 9 | Fire Station #1 | 302 W. House St. | \$ 432.92 | 4 | \$ 1,731.68 |
| 10 | Fire Station #2 | 110 Medic Ln. | \$ 271.85 | 4 | \$ 1,087.40 |
| 11 | Fire Station #3 | 2700 FM 1462 | \$ 370.38 | 4 | \$ 1,481.52 |
| 12 | EMS Station | 709 E. Houst St. | \$ 425.54 | 4 | \$ 1,702.16 |
| 13 | APD Air Handler & Fan Maintenance | 1500 S. Gordon St. | \$ 1,122.50 | 4 | \$ 4,490.00 |
| | APD Packaged Chiller Maintenance Qtrly | | \$ 187.00 | 4 | \$ 748.00 |
| | APD Packaged Chiller Maintenance Annual | | \$ 1,498.00 | 1 | \$ 1,498.00 |
| | APD Pneumatic Control System Qtrly | | \$ 30.00 | 4 | \$ 120.00 |
| | APD Pneumatic Control System Annual | | \$ 60.00 | 1 | \$ 60.00 |
| | APD Pump Maintenance Qtrly | | \$ 18.00 | 4 | \$ 72.00 |
| | APD Pump Maintenance Annual | | \$ 36.00 | 1 | \$ 36.00 |
| Annual Total | | | | | \$ 32,440.92 |

Additional Services as requested/Comfort Systems:

| Location No. | Name | Quoted Price |
|--------------|------------------------------|--------------|
| 1 | City Hall | \$ 432.00 |
| 2 | Public Service Facility | \$ 432.00 |
| 3 | Public Service Facility #2 | \$ 432.00 |
| 4 | Library | \$ 432.00 |
| 5 | Senior Center | \$ 432.00 |
| 6 | Museum | \$ 432.00 |
| 7 | ACVB Office Bldg/Train Depot | \$ 432.00 |
| 8 | WWTP | \$ 432.00 |
| 9 | Fire Station #1 | \$ 432.00 |
| 10 | Fire Station #2 | \$ 432.00 |
| 11 | Fire Station #3 | \$ 432.00 |
| 12 | EMS Station | \$ 432.00 |
| 13 | APD Packaged Chiller | \$ 7,430.00 |

| Labor Rate | Helper Rate | Trip Charge |
|------------|-------------|-------------|
| \$ 89.00 | n/a | \$ 76.00 |

| New replacement unit mark up % | Material (Parts) mark-up% |
|--------------------------------|---------------------------|
| 30% | 30% |

8/18/15
1:57pm

**COMFORT
SYSTEMS USA.**

South Central

**B-15-10 TBA Heating, Ventilation, and Air Conditioning
Preventative Maintenance and Repair Services**

On behalf of Comfort Systems USA South Central, we are please to provide our response to the City of Alvin's bid request for Heating , Ventilation, and Air Conditioning Preventative Maintenance and Repair Services.

Sincerely,



Jon Parow
Executive Vice President Building Services



CITY OF ALVIN

Parks & Recreation Department

1100 W. Highway 6 • Alvin, Texas 77511 • (281) 388-4299 • FAX (281) 331-7516

NOTICE TO BIDDERS

Notice is hereby given that sealed bids in triplicate, addressed to the Honorable Mayor and City Council of the City of Alvin, Texas, will be received in the Office of the City Clerk at 216 West Sealy, Alvin, Texas, no later than 2:00 P.M. August 18, 2015 for Heating, Ventilation, and Air Conditioning Preventative Maintenance and Repair Services for City Hall, Public Services Facility, Alvin Library, Senior Citizens Center, Museum, Train Depot, Fire Stations #1, #2 and #3, Waste Water Treatment Plant main office, Police Department, Alvin Animal Adoption Center, Emergency Medical Services and Dyche Lane Facility (PSF#2).

The bids must be submitted in a sealed envelope and marked with bid number B-15-10 TBA Heating, Ventilation, and Air Conditioning Preventative Maintenance and Repair Services. Vendors shall use the bid proposal forms supplied. Failure to do so may result in rejection of your bid. All bids must be signed by a representative of the company authorized to do so.

The bids will be opened at 2:15PM, Tuesday, August 18, 2015, in the City Hall Council Chambers, 2nd Floor, 216 West Sealy, Alvin TX.

Specifications and bid documents may be obtained in the office of the City Clerk, 216 West Sealy Street, Alvin, Texas 77511. **A walk through of all facilities is scheduled for Tuesday, August 4, 2015 at 8:00am. to begin at City Hall lobby at 216 West Sealy, Alvin, Texas. All potential bidders are required to attend this pre-bid walk through.**

The City of Alvin reserves the right to reject any and all bids as the best interest of the City dictates and to award the bid to the lowest qualified responsible bidder submitting the best bid in the interest of the public.

Dixie Roberts, City Clerk

Legal Ad

**Publish: Monday, July 20, 2015
Monday, July 27, 2015**



CITY OF ALVIN
“EXHIBIT A”

PARKS AND RECREATION DEPARTMENT

1100 W. HIGHWAY 6

ALVIN, TEXAS 77511

HEATING, VENTILATION, and AIR CONDITIONING (HVAC) SCHEDULED MAINTENANCE

Awarded bidder will provide complete preventative maintenance and repair/replacement services for the equipment listed below in "Equipment Covered." The City reserves the right to obtain alternate pricing for repair/replacement at the discretion of the City. All work shall be performed during regular City operating hours (Monday – Thursday 7AM – 6PM) with preventative maintenance service being scheduled at least one (1) week in advance, unless otherwise requested in the event the City deems an emergency service is necessary.

To accomplish the proper maintenance on the listed equipment, awarded bidder will utilize factory-trained technicians. The tasks outlined in the maintenance schedules will be performed in accordance with the guidelines set forth by the equipment manufacturer. Operating instruction will be provided on applicable equipment during scheduled maintenance/inspections.

A standardized written performance review of the equipment and work performed at each scheduled maintenance period shall be completed and signed by the technician assigned to perform the work. In addition, any recommendations to reduce overall HVAC operating costs and/or improve equipment performance shall be included on the performance review.

CITY HALL

216 WEST SEALY STREET

Approx. 16,277 SQ FT

(A) SCOPE OF SERVICES PROVIDED

MECHANICAL INSPECTION SERVICES MAINTENANCE

This agreement includes scheduled preventative maintenance services to be provided for the equipment referenced herein as identified under Equipment Covered. Scheduled Maintenance coverage provides for routine quarterly maintenance inspections on the equipment identified in this agreement. The Scheduled Maintenance program includes four (4) quarterly preventative maintenance inspections per year which includes all labor, parts, materials and miscellaneous expenses associated with maintaining the HVAC air handler(s), condenser(s), fan(s), and unitary equipment of the City of Alvin, City Hall Facility.

QUARTERLY MAINTENANCE SCOPE OF WORK

The scope of work describes the desired basic scheduled maintenance procedures that will be performed, however this list may not be all inclusive regarding certain manufacturers maintenance recommendations. The contractor is presumed to have a broader knowledge related to maintenance procedures most effective and comply with all EPA regulations regarding maintenance and repair of air conditioning and heating equipment systems.

A: Quarterly Maintenance

- Clean coils for dirt build-up
- Check unit for unusual noise and vibration.
- Inspect and report condition of condensate drain pan for rust & leaks.
- Ensure free-flowing drain line by using compressed air to clear the drain line.
- Examine flex connections for cracks or leaks.
- Inspect and report condition of gaskets and insulation around unit, door and dampers.
- Inspect and report on the condition of the unit casing for corrosion.
- Inspect and report condition of spring isolators.
- Inspect and report condition of grease line connections.
- Change air filters.
- Check and report temperature of air from various diffusers of the facility to ensure balanced cooling/heating.
- Clean fan wheel and shaft.
- Lubricate fan and motor bearings as required.
- Inspect the control and power box wiring for secure connections and insulation.
- Rotate the fan wheel and check for obstructions in the fan housing.
- Inspect drive sheaves and if needed tighten set screws.
- Inspect belt alignment and tension.
- Clean damper operators.
- Clean coils with non-acid based detergent.
- Check and record Freon levels (immediately report & obtain approval for leak detect & recharge)
- Check tension on belts and replace belts annually or as recommended based on conditions, whichever comes first

B: Written Report

- A written performance review will be provided to The City of Alvin, Parks and Recreation Director upon completion of each regular inspection and repair call.

FILTER SERVICE (FS)

This agreement includes Filter Service to be provided for the HVAC equipment referenced below. Filter Service provides labor and materials to replace air filters quarterly with pleated filters in the sizes and quantities listed below.

| Qty. | Size |
|------|-------------|
| 1 | 12 x 24 x 1 |
| 1 | 16 x 25 x 2 |
| 17 | 16 x 20 x 2 |
| 2 | 20 x 30 x 1 |
| 5 | 20 x 25 x 1 |

BELT SERVICE (BS)

This agreement includes Belt replacement Service to be provided for the HVAC equipment referenced below. Belt Service provides labor and materials to replace the belts with factory authorized belts annually or as recommended based on conditions, whichever comes first.

| Qty. | Size |
|------|------|
| 1 | B77 |
| 1 | A45 |
| 1 | A62 |

(B) EQUIPMENT COVERED

In the event equipment listed below is necessary to be replaced, the replacement equipment will then become part of the contract and listed under equipment covered.

| Type | Model # | Serial # |
|----------------|--------------------|--------------|
| Air Handler #1 | CP-8L-V | 08728-01 |
| Air Handler #2 | CP-41-V | 08738-02 |
| Air Handler #3 | 2TXCC060BC3HCAA | 8144KRA5G |
| Air Handler #4 | CP-3L-V | 101-08725-64 |
| Air Handler | 2TEC3F42B1000AA | 7172PL32V |
| Condenser | YSC060A3EMA1Z0000 | 528100341L |
| Condenser | YHC063A3ELAM0000 | 903101178L |
| Condenser | YSC060A3EMA1200000 | 528101441L |
| Condenser | 2A7A3042A1000AA | 7194PS54F |
| Condenser | 2A7C3060A3000AA | 6222V4N4F |
| Condenser | 38AK5024-521 | 1007G20037 |
| Condenser | 2TTA0060A3000AA | 5213SH03F |

*Mini split system located in Courts office

(C) COSTS FOR SERVICES LISTED

| | | | |
|--|----|--------|--------|
| Field service labor rate, includes equipment and tools (per hour). | \$ | 89.00 | |
| Field service helper labor rate, includes equipment and tools (per hour). | \$ | NA | |
| Mileage charge (if applicable) during City business hours. | \$ | NA | |
| Mileage charge (if applicable) after City business hours. | \$ | NA | |
| Trip Charge (if applicable) | \$ | 76.00 | |
| New replacement unit mark-up %. | \$ | 30% | |
| Material (parts) mark-up % | \$ | 30% | |
| Quarterly maintenance as described in Exhibit "A". | \$ | 5 | 847.85 |
| Additional Services per quote where requested Inspect damper linkages, set-screws and blade adjustment for proper damper operation. Lubricate linkages as needed. | \$ | 432.00 | |

PUBLIC SERVICES FACILITY

1100 WEST HIGHWAY 6

Approx. 8,671 SQ FT

(A) SCOPE OF SERVICES PROVIDED

MECHANICAL INSPECTION SERVICES MAINTENANCE

This agreement includes scheduled preventative maintenance services to be provided for the equipment referenced herein as identified under Equipment Covered. Scheduled Maintenance coverage provides for routine quarterly maintenance inspections on the equipment identified in this agreement. The Scheduled Maintenance program includes four (4) quarterly preventative maintenance inspections per year which includes all labor, parts, materials and miscellaneous expenses associated with maintaining the HVAC air handler(s), condenser(s), fan(s), and unitary equipment of the City of Alvin, Public Services Facility.

QUARTERLY MAINTENANCE SCOPE OF WORK

The scope of work describes the desired basic scheduled maintenance procedures that will be performed, however this list may not be all inclusive regarding certain manufacturers maintenance recommendations. The contractor is presumed to have a broader knowledge related to maintenance procedures most effective and comply with all EPA regulations regarding maintenance and repair of air conditioning and heating equipment systems.

A: Quarterly Maintenance

- Clean coils for dirt build-up
- Check unit for unusual noise and vibration.
- Inspect and report condition of condensate drain pan for rust & leaks.
- Ensure free-flowing drain line by using compressed air to clear the drain line.
- Examine flex connections for cracks or leaks.
- Inspect and report condition of gaskets and insulation around unit, door and dampers.
- Inspect and report on the condition of the unit casing for corrosion.
- Inspect and report condition of spring isolators.
- Inspect and report condition of grease line connections.
- Change air filters.
- Check and report temperature of air from various diffusers of the facility to ensure balanced cooling/heating.
- Clean fan wheel and shaft.
- Lubricate fan and motor bearings as required.
- Inspect the control and power box wiring for secure connections and insulation.
- Rotate the fan wheel and check for obstructions in the fan housing.
- Inspect drive sheaves and if needed tighten set screws.
- Inspect belt alignment and tension.
- Clean damper operators.
- Clean coils with non-acid based detergent.
- Check and record Freon levels (immediately report & obtain approval for leak detect & recharge)
- Check tension on belts and replace belts annually or as recommended based on conditions, whichever comes first

B: Written Report

- A written performance review will be provided to The City of Alvin, Parks and Recreation Director upon completion of each regular inspection and repair call.

FILTER SERVICE (FS)

This agreement includes Filter Service to be provided for the HVAC equipment referenced below. Filter Service provides labor and materials to replace air filters quarterly with pleated filters in the sizes and quantities listed below.

| Qty. | Size |
|------|-------------|
| 8 | 16 x 20 x 2 |
| 1 | 12 x 20 x 1 |
| 2 | 16 x 25 x 1 |
| 1 | 12 x 24 x 1 |
| 1 | 20 x 20 x 1 |
| 4 | 16 x 25 x 2 |

BELT SERVICE (BS)

This agreement includes Belt replacement Service to be provided for the HVAC equipment referenced below. Belt Service provides labor and materials to replace the belts with factory authorized belts annually or as based on conditions, whichever comes first.

| Qty. | Size |
|------|------|
| 1 | B70 |
| 1 | B59 |
| 1 | A47 |

(B) EQUIPMENT COVERED

In the event equipment listed below is necessary to be replaced, the replacement equipment will then become part of the contract and listed under equipment covered.

| Type | Model # | Serial # |
|-------------|-----------------|-----------------|
| Air Handler | 4TGB3F25A1000AA | 11305T0W6V |
| Air Handler | AR18-1 | 0209419708 |
| Air Handler | LZ-8B | K80A69867 |
| Air Handler | LZ-8B | K80A69868 |
| Air Handler | CCDA104B9A | K80A69869 |
| Air Handler | TWE090D300AA | 12334RMMBA |
| Condenser | TTA073D300AA | 12483KWYAA |
| Condenser | 38AKS013510 | 2898F54591 |
| Condenser | TTA120A3000FA | 7071PDYAD |
| Condenser | TTA180C3000GA | 92551J4TD |
| Condenser | 4A7B3024D1000AA | 11152W903F |
| Condenser | CKL18-1B | 0208457207 |
| Wall Mount | WA242-A00 | 140K01166799202 |

(C) COSTS FOR SERVICES LISTED

| | |
|--|-------------------|
| Field service labor rate, includes equipment and tools (per hour). | \$ <u>89.00</u> |
| Field service helper labor rate, includes equipment and tools (per hour). | \$ <u>NA</u> |
| Mileage charge (if applicable) during City business hours. | \$ <u>NA</u> |
| Mileage charge (if applicable) after City business hours. | \$ <u>NA</u> |
| Trip Charge (if applicable) | \$ <u>76.00</u> |
| New replacement unit mark-up %. | \$ <u>30%</u> |
| Material (parts) mark-up %. | \$ <u>30%</u> |
| Quarterly maintenance as described in Exhibit "A". | \$ <u>1052.31</u> |
| Additional Services per quote where requested Inspect damper linkages, set-screws and blade adjustment for proper damper operation. Lubricate linkages as needed. | \$ <u>432.00</u> |

DYCHE LANE OFFICE (PSF #2)

800 Dyche Lane

(A) SCOPE OF SERVICES PROVIDED

MECHANICAL INSPECTION SERVICES MAINTENANCE

This agreement includes scheduled preventative maintenance services to be provided for the equipment referenced herein as identified under Equipment Covered. Scheduled Maintenance coverage provides for routine quarterly maintenance inspections on the equipment identified in this agreement. The Scheduled Maintenance program includes four (4) quarterly preventative maintenance inspections per year which includes all labor, parts, materials and miscellaneous expenses associated with maintaining the HVAC air handler(s), condenser(s), fan(s), and unitary equipment of the City of Alvin, Dyche Lane Office (PSF #2) Facility.

QUARTERLY MAINTENANCE SCOPE OF WORK

The scope of work describes the desired basic scheduled maintenance procedures that will be performed, however this list may not be all inclusive regarding certain manufacturers maintenance recommendations. The contractor is presumed to have a broader knowledge related to maintenance procedures most effective and comply with all EPA regulations regarding maintenance and repair of air conditioning and heating equipment systems.

A: Quarterly Maintenance

- Clean coils for dirt build-up
- Check unit for unusual noise and vibration.
- Inspect and report condition of condensate drain pan for rust & leaks.
- Ensure free-flowing drain line by using compressed air to clear the drain line.
- Examine flex connections for cracks or leaks.
- Inspect and report condition of gaskets and insulation around unit, door and dampers.
- Inspect and report on the condition of the unit casing for corrosion.
- Inspect and report condition of spring isolators.
- Inspect and report condition of grease line connections.
- Change air filters.
- Check and report temperature of air from various diffusers of the facility to ensure balanced cooling/heating.
- Clean fan wheel and shaft.
- Lubricate fan and motor bearings as required.
- Inspect the control and power box wiring for secure connections and insulation.
- Rotate the fan wheel and check for obstructions in the fan housing.
- Inspect drive sheaves and if needed tighten set screws.
- Inspect belt alignment and tension.
- Clean damper operators.
- Clean coils with non-acid based detergent.
- Check and record Freon levels (immediately report & obtain approval for leak detect & recharge)
- Check tension on belts and replace belts annually or as recommended based on conditions, whichever comes first

B: Written Report

A written performance review will be provided to The City of Alvin, Parks and Recreation Director upon completion of each regular inspection and repair call.

FILTER SERVICE (FS)

This agreement includes Filter Service to be provided for the HVAC equipment referenced below. Filter Service provides labor and materials to replace air filters quarterly with pleated filters in the sizes and quantity listed below

Qty. Size
Field verify

BELT SERVICE (BS)

This agreement includes Belt replacement Service to be provided for the HVAC equipment referenced below. Belt Service provides labor and materials to replace the belts with factory authorized belts annually or as based on conditions, whichever comes first.

Qty. Size
Field verify

(B) EQUIPMENT COVERED

In the event equipment listed below is necessary to be replaced, the replacement equipment will then become part of the contract and listed under equipment covered.

| <u>Type</u> | <u>Model #</u> | <u>Serial #</u> |
|-------------|----------------|-----------------|
| Air Handler | TWE048P13FBO | P182RB01V |
| Condenser | TTP048D100AD | P305N9H2F |

(C) COSTS FOR SERVICES LISTED

| | |
|---|-----------------|
| Field service labor rate, includes equipment and tools (per hour). | \$ <u>89.00</u> |
| Field service helper labor rate, includes equipment and tools (per hour). | \$ <u>NA</u> |
| Mileage charge (if applicable) during City business hours. | \$ <u>NA</u> |
| Mileage charge (if applicable) after City business hours. | \$ <u>NA</u> |

Trip Charge (if applicable)

\$ 76.00

New replacement unit mark-up %.

\$ 30%

Material (parts) mark-up %.

\$ 30%

Quarterly maintenance as described in Exhibit "A".

\$ 112.38

Additional Services per quote where requested

Inspect damper linkages, set-screws and blade adjustment for proper damper operation.

Lubricate linkages as needed.

\$ 432.00

LIBRARY

105 SOUTH GORDON

Approx. 18,164 SQ FT

(A) SCOPE OF SERVICES PROVIDED

MECHANICAL INSPECTION SERVICES MAINTENANCE

This agreement includes scheduled preventative maintenance services to be provided for the equipment referenced herein as identified under Equipment Covered. Scheduled Maintenance coverage provides for routine quarterly maintenance inspections on the equipment identified in this agreement. The Scheduled Maintenance program includes four (4) quarterly preventative maintenance inspections per year which includes all labor, parts, materials and miscellaneous expenses associated with maintaining the HVAC air handler(s), condenser(s), fan(s), and unitary equipment of the City of Alvin, Library Facility.

QUARTERLY MAINTENANCE SCOPE OF WORK

The scope of work describes the desired basic scheduled maintenance procedures that will be performed, however this list may not be all inclusive regarding certain manufacturers maintenance recommendations. The contractor is presumed to have a broader knowledge related to maintenance procedures most effective and comply with all EPA regulations regarding maintenance and repair of air conditioning and heating equipment systems.

A: Quarterly Maintenance

- Clean coils for dirt build-up
- Check unit for unusual noise and vibration.
- Inspect and report condition of condensate drain pan for rust & leaks.
- Ensure free-flowing drain line by using compressed air to clear the drain line.
- Examine flex connections for cracks or leaks.
- Inspect and report condition of gaskets and insulation around unit, door and dampers.
- Inspect and report on the condition of the unit casing for corrosion.
- Inspect and report condition of spring isolators.
- Inspect and report condition of grease line connections.
- Change air filters.
- Check and report temperature of air from various diffusers of the facility to ensure balanced cooling/heating.
- Clean fan wheel and shaft.
- Lubricate fan and motor bearings as required.
- Inspect the control and power box wiring for secure connections and insulation
- Rotate the fan wheel and check for obstructions in the fan housing.
- Inspect drive sheaves and if needed tighten set screws.
- Inspect belt alignment and tension.
- Clean damper operators.
- Clean coils with non-acid based detergent.
- Check and record Freon levels (immediately report & obtain approval for leak detect & recharge)
- Check tension on belts and replace belts annually or as recommended based on conditions, whichever comes first

B: Written Report

A written performance review will be provided to The City of Alvin, Parks and Recreation Director upon completion of each regular inspection and repair call.

FILTER SERVICE (FS)

This agreement includes Filter Service to be provided for the HVAC equipment referenced below. Filter Service provides labor and materials to replace air filters quarterly with pleated filters in the sizes and quantity listed below

| Qty. | Size |
|------|-------------|
| 8 | 20 x 20 x 2 |
| 20 | 20 x 25 x 2 |

BELT SERVICE (BS)

This agreement includes Belt replacement Service to be provided for the HVAC equipment referenced below. Belt Service provides labor and materials to replace the belts with factory authorized belts annually or as based on conditions, whichever comes first.

| Qty. | Size |
|------|------|
| 2 | B62 |
| 2 | A35 |
| 1 | B64 |

(B) EQUIPMENT COVERED

In the event equipment listed below is necessary to be replaced, the replacement equipment will then become part of the contract and listed under equipment covered.

| Type | Model # | Serial # |
|--------------|-------------------|------------|
| Package Unit | YHC120A7ELA380000 | 907100234L |
| Package Unit | YCD150E4L0BA | 952100279D |
| Package Unit | YCD150E4L0BA | 100210340D |
| Package Unit | YCD180E4L0BA | 9461006620 |

(C) COSTS FOR SERVICES LISTED

| | |
|---|-----------------|
| Field service labor rate, includes equipment and tools (per hour). | \$ <u>89.00</u> |
| Field service helper labor rate, includes equipment and tools (per hour). | \$ <u>NA</u> |
| Mileage charge (if applicable) during City business hours. | \$ <u>NA</u> |
| Mileage charge (if applicable) after City business hours. | \$ <u>NA</u> |

| | | |
|--|----|---------------|
| Trip Charge (if applicable) | \$ | <u>76.00</u> |
| New replacement unit mark-up %. | \$ | <u>30%</u> |
| Material (parts) mark-up %. | \$ | <u>30%</u> |
| Quarterly maintenance as described in Exhibit "A". | \$ | <u>893.31</u> |
| Additional Services per quote where requested Inspect damper linkages, set-screws and blade adjustment for proper damper operation. Lubricate linkages as needed. | \$ | <u>432.00</u> |

SENIOR CENTER 309 WEST SEALY STREET **Approx. 10,000 SQ FT**

(A) SCOPE OF SERVICES PROVIDED

MECHANICAL INSPECTION SERVICES MAINTENANCE

This agreement includes scheduled preventative maintenance services to be provided for the equipment referenced herein as identified under Equipment Covered. Scheduled Maintenance coverage provides for routine quarterly maintenance inspections on the equipment identified in this agreement. The Scheduled Maintenance program includes four (4) quarterly preventative maintenance inspections per year which includes all labor, parts, materials and miscellaneous expenses associated with maintaining the HVAC air handler(s), condenser(s), fan(s), and unitary equipment of the City of Alvin, Senior Center Facility.

QUARTERLY MAINTENANCE SCOPE OF WORK

The scope of work describes the desired basic scheduled maintenance procedures that will be performed, however this list may not be all inclusive regarding certain manufacturers maintenance recommendations. The contractor is presumed to have a broader knowledge related to maintenance procedures most effective and comply with all EPA regulations regarding maintenance and repair of air conditioning and heating equipment systems.

A: Quarterly Maintenance

- Clean coils for dirt build-up
- Check unit for unusual noise and vibration.
- Inspect and report condition of condensate drain pan for rust & leaks.
- Ensure free-flowing drain line by using compressed air to clear the drain line.
- Examine flex connections for cracks or leaks.
- Inspect and report condition of gaskets and insulation around unit, door and dampers.
- Inspect and report on the condition of the unit casing for corrosion.
- Inspect and report condition of spring isolators.
- Inspect and report condition of grease line connections.
- Change air filters.
- Check and report temperature of air from various diffusers of the facility to ensure balanced cooling/heating.
- Clean fan wheel and shaft.
- Lubricate fan and motor bearings as required.
- Inspect the control and power box wiring for secure connections and insulation.
- Rotate the fan wheel and check for obstructions in the fan housing.
- Inspect drive sheaves and if needed tighten set screws.
- Inspect belt alignment and tension.
- Clean damper operators.
- Clean coils with non-acid based detergent.
- Check and record Freon levels (immediately report & obtain approval for leak detect & recharge)
- Check tension on belts and replace belts annually or as recommended based on conditions, whichever comes first

B: Written Report

A written performance review will be provided to The City of Alvin, Parks and Recreation Director upon completion of each regular inspection and repair call.

FILTER SERVICE (FS)

This agreement includes Filter Service to be provided for the HVAC equipment referenced below. Filter Service provides labor and materials to replace air filters quarterly with pleated filters in the sizes and quantity listed below

| Qty. | Size |
|------|-------------|
| 6 | 16 x 20 x 2 |
| 10 | 16 x 24 x 2 |
| 2 | 20 x 25 x 1 |
| 2 | 20 x 20 x 1 |
| 1 | 20 x 25 x 2 |

BELT SERVICE (BS)

This agreement includes Belt replacement Service to be provided for the HVAC equipment referenced below. Belt Service provides labor and materials to replace the belts with factory authorized belts annually or as based on conditions, whichever comes first.

| Qty. | Size |
|------|------|
| 2 | A39 |
| 1 | A40 |

(B) EQUIPMENT COVERED

In the event equipment listed below is necessary to be replaced, the replacement equipment will then become part of the contract and listed under equipment covered.

| <u>Type</u> | <u>Model #</u> | <u>Serial #</u> |
|-------------|------------------|-----------------|
| Air Handler | 524AEB090000AAGC | 3299F40422 |
| Air Handler | 524AEB090000AA6C | 3599F425941 |
| Air Handler | TXC061C5HPC0 | R37356L5B |
| Air Handler | TXC061C5HPC0 | R35323D56 |
| Condenser | TTA090A300FA | 7362TBJAD |
| Condenser | 38AKS016-521 | 237650069 |
| Condenser | 569CPX090000ABAA | 4299000267 |
| Condenser | 40RM-014-B600HC | 2099F199630 |
| Condenser | TTP060E300A0 | R3824611F |
| Condenser | TTP060E300A0 | R384N9W1F |
| Condenser | CHIA16-513-5Y | 5696A03590 |
| Condenser | TCC030F100BE | R266XNU111 |
| Condenser | TCC030F100BE | R265N11S111 |
| Furnace | TUDC100A960J | R392Y7H11G |
| Furnace | TUDC100A960J | R3621AV1G |

(C) COSTS FOR SERVICES LISTED

| | |
|--|------------|
| Field service labor rate, includes equipment and tools (per hour). | \$ 89.00 |
| Field service helper labor rate, includes equipment and tools (per hour). | \$ NA |
| Mileage charge (if applicable) during City business hours. | \$ NA |
| Mileage charge (if applicable) after City business hours. | \$ NA |
| Trip Charge (if applicable) | \$ 76.00 |
| New replacement unit mark-up %. | \$ 30% |
| Material (parts) mark-up %. | \$ 30% |
| Quarterly maintenance as described in Exhibit "A". | \$ 1215.23 |
| Additional Services per quote where requested Inspect damper linkages, set-screws and blade adjustment for proper damper operation. Lubricate linkages as needed. | \$ 432.00 |

MUSEUM

300 WEST SEALY STREET

Approx. 7,500 SQ FT

(A) SCOPE OF SERVICES PROVIDED

MECHANICAL INSPECTION SERVICES MAINTENANCE

This agreement includes scheduled preventative maintenance services to be provided for the equipment referenced herein as identified under Equipment Covered. Scheduled Maintenance coverage provides for routine quarterly maintenance inspections on the equipment identified in this agreement. The Scheduled Maintenance program includes four (4) quarterly preventative maintenance inspections per year which includes all labor, parts, materials and miscellaneous expenses associated with maintaining the HVAC air handler(s), condenser(s), fan(s), and unitary equipment of the City of Alvin, Museum Facility.

QUARTERLY MAINTENANCE SCOPE OF WORK

The scope of work describes the desired basic scheduled maintenance procedures that will be performed, however this list may not be all inclusive regarding certain manufacturers maintenance recommendations. The contractor is presumed to have a broader knowledge related to maintenance procedures most effective and comply with all EPA regulations regarding maintenance and repair of air conditioning and heating equipment systems.

A: Quarterly Maintenance

- Clean coils for dirt build-up
- Check unit for unusual noise and vibration.
- Inspect and report condition of condensate drain pan for rust & leaks.
- Ensure free-flowing drain line by using compressed air to clear the drain line.
- Examine flex connections for cracks or leaks.
- Inspect and report condition of gaskets and insulation around unit, door and dampers.
- Inspect and report on the condition of the unit casing for corrosion.
- Inspect and report condition of spring isolators.
- Inspect and report condition of grease line connections.
- Change air filters.
- Check and report temperature of air from various diffusers of the facility to ensure balanced cooling/heating.
- Clean fan wheel and shaft.
- Lubricate fan and motor bearings as required.
- Inspect the control and power box wiring for secure connections and insulation.
- Rotate the fan wheel and check for obstructions in the fan housing.
- Inspect drive sheaves and if needed tighten set screws.
- Inspect belt alignment and tension.
- Clean damper operators.
- Clean coils with non-acid based detergent.
- Check and record Freon levels (immediately report & obtain approval for leak detect & recharge)
- Check tension on belts and replace belts annually or as recommended based on conditions, whichever comes first

B: Written Report

A written performance review will be provided to The City of Alvin, Parks and Recreation Director upon completion of each regular inspection and repair call.

FILTER SERVICE (FS)

This agreement includes Filter Service to be provided for the HVAC equipment referenced below. Filter Service provides labor and materials to replace air filters quarterly with pleated filters in the sizes and quantity listed below

| Qty. | Size |
|------|-------------|
| 4 | 20 x 20 x 2 |
| 4 | 20 x 25 x 2 |

BELT SERVICE (BS)

This agreement includes Belt replacement Service to be provided for the HVAC equipment referenced below. Belt Service provides labor and materials to replace the belts with factory authorized belts annually or as based on conditions, whichever comes first.

| Qty. | Size |
|--------------|------|
| Field verify | |

(B) EQUIPMENT COVERED

In the event equipment listed below is necessary to be replaced, the replacement equipment will then become part of the contract and listed under equipment covered.

| Type | Model # | Serial # |
|--------------|--------------|------------|
| Package Unit | TCD181C300BB | 310100182D |

(C) COSTS FOR SERVICES LISTED

| | |
|---|-----------------|
| Field service labor rate, includes equipment and tools (per hour). | \$ <u>89.00</u> |
| Field service helper labor rate, includes equipment and tools (per hour). | \$ <u>NA</u> |
| Mileage charge (if applicable) during City business hours. | \$ <u>NA</u> |
| Mileage charge (if applicable) after City business hours. | \$ <u>NA</u> |

| | | |
|--|----|---------------|
| Trip Charge (if applicable) | \$ | <u>76.00</u> |
| New replacement unit mark-up %. | \$ | <u>30%</u> |
| Material (parts) mark-up %. | \$ | <u>30%</u> |
| Quarterly maintenance as described in Exhibit "A". | \$ | <u>196.38</u> |
| Additional Services per quote where requested Inspect damper linkages, set-screws and blade adjustment for proper damper operation. Lubricate linkages as needed. | \$ | <u>432.00</u> |

ACVB OFFICE BUILDING/TRAIN DEPOT 200 DEPOT CENTRE BOULEVARD Approx. 1,482 SQ FT

A) SCOPE OF SERVICES PROVIDED

MECHANICAL INSPECTION SERVICES MAINTENANCE

This agreement includes scheduled preventative maintenance services to be provided for the equipment referenced herein as identified under Equipment Covered. Scheduled Maintenance coverage provides for routine quarterly maintenance inspections on the equipment identified in this agreement. The Scheduled Maintenance program includes four (4) quarterly preventative maintenance inspections per year which includes all labor, parts, materials and miscellaneous expenses associated with maintaining the HVAC air handler(s), condenser(s), fan(s), and unitary equipment of the City of Alvin, ACVB/Depot Facility.

QUARTERLY MAINTENANCE SCOPE OF WORK

The scope of work describes the desired basic scheduled maintenance procedures that will be performed, however this list may not be all inclusive regarding certain manufacturers maintenance recommendations. The contractor is presumed to have a broader knowledge related to maintenance procedures most effective and comply with all EPA regulations regarding maintenance and repair of air conditioning and heating equipment systems.

A: Quarterly Maintenance

- Clean coils for dirt build-up
- Check unit for unusual noise and vibration.
- Inspect and report condition of condensate drain pan for rust & leaks.
- Ensure free-flowing drain line by using compressed air to clear the drain line.
- Examine flex connections for cracks or leaks.
- Inspect and report condition of gaskets and insulation around unit, door and dampers.
- Inspect and report on the condition of the unit casing for corrosion.
- Inspect and report condition of spring isolators.
- Inspect and report condition of grease line connections.
- Change air filters.
- Check and report temperature of air from various diffusers of the facility to ensure balanced cooling/heating.
- Clean fan wheel and shaft.
- Lubricate fan and motor bearings as required.
- Inspect the control and power box wiring for secure connections and insulation.
- Rotate the fan wheel and check for obstructions in the fan housing.
- Inspect drive sheaves and if needed tighten set screws.
- Inspect belt alignment and tension.
- Clean damper operators.
- Clean coils with non-acid based detergent.
- Check and record Freon levels (immediately report & obtain approval for leak detect & recharge)
- Check tension on belts and replace belts annually or as recommended based on conditions, whichever comes first

B: Written Report

A written performance review will be provided to The City of Alvin, Parks and Recreation Director upon completion of each regular inspection and repair call.

FILTER SERVICE (FS)

This agreement includes Filter Service to be provided for the HVAC equipment referenced below. Filter Service provides labor and materials to replace air filters quarterly with pleated filters in the sizes and quantity listed below

| Qty. | Size |
|------|-------------|
| 2 | 20 x 30 x 1 |

BELT SERVICE (BS)

This agreement includes Belt replacement Service to be provided for the HVAC equipment referenced below. Belt Service provides labor and materials to replace the belts with factory authorized belts when needed or recommended by manufacturer, whichever comes first.

Qty. Size
Field verify

(B) EQUIPMENT COVERED

In the event equipment listed below is necessary to be replaced, the replacement equipment will then become part of the contract and listed under equipment covered.

| Type | Model # | Serial # |
|-------------|------------------|-----------|
| Air Handler | 2P7BZ060-A1000AA | 41647123F |
| Air Handler | TWE060C15FD0 | 44914PC2V |
| Condenser | 2P7BZ060-A1000AA | 41647123F |
| Condenser | 2A7BZ060-A1000AA | 31354MW3F |

(C) COSTS FOR SERVICES LISTED

| | |
|--|------------------|
| Field service labor rate, includes equipment and tools (per hour). | \$ <u>89.00</u> |
| Field service helper labor rate, includes equipment and tools (per hour). | \$ <u>NA</u> |
| Mileage charge (if applicable) during City business hours. | \$ <u>NA</u> |
| Mileage charge (if applicable) after City business hours. | \$ <u>NA</u> |
| Trip Charge (if applicable) | \$ <u>76.00</u> |
| New replacement unit mark-up %. | \$ <u>30%</u> |
| Material (parts) mark-up %. | \$ <u>30%</u> |
| Quarterly maintenance as described in Exhibit "A". | \$ <u>241.62</u> |
| Additional Services per quote where requested Inspect damper linkages, set-screws and blade adjustment for proper damper operation. Lubricate linkages as needed. | \$ <u>432.00</u> |

A) SCOPE OF SERVICES PROVIDED

MECHANICAL INSPECTION SERVICES MAINTENANCE

This agreement includes scheduled preventative maintenance services to be provided for the equipment referenced herein as identified under Equipment Covered. Scheduled Maintenance coverage provides for routine quarterly maintenance inspections on the equipment identified in this agreement. The Scheduled Maintenance program includes four (4) quarterly preventative maintenance inspections per year which includes all labor, parts, materials and miscellaneous expenses associated with maintaining the HVAC air handler(s), condenser(s), fan(s), and unitary equipment of the City of Alvin, ACVB/Depot Facility.

QUARTERLY MAINTENANCE SCOPE OF WORK

The scope of work describes the desired basic scheduled maintenance procedures that will be performed, however this list may not be all inclusive regarding certain manufacturers maintenance recommendations. The contractor is presumed to have a broader knowledge related to maintenance procedures most effective and comply with all EPA regulations regarding maintenance and repair of air conditioning and heating equipment systems.

A: Quarterly Maintenance

- Clean coils for dirt build-up
- Check unit for unusual noise and vibration.
- Inspect and report condition of condensate drain pan for rust & leaks.
- Ensure free-flowing drain line by using compressed air to clear the drain line.
- Examine flex connections for cracks or leaks.
- Inspect and report condition of gaskets and insulation around unit, door and dampers.
- Inspect and report on the condition of the unit casing for corrosion.
- Inspect and report condition of spring isolators.
- Inspect and report condition of grease line connections.
- Change air filters.
- Check and report temperature of air from various diffusers of the facility to ensure balanced cooling/heating.
- Clean fan wheel and shaft.
- Lubricate fan and motor bearings as required.

- Inspect the control and power box wiring for secure connections and insulation.
- Rotate the fan wheel and check for obstructions in the fan housing.
- Inspect drive sheaves and if needed tighten set screws.
- Inspect belt alignment and tension.
- Clean damper operators.
- Clean coils with non-acid based detergent.
- Check and record Freon levels (immediately report & obtain approval for leak detect & recharge)
- Check tension on belts and replace belts annually or as recommended based on conditions, whichever comes first

B: Written Report

A written performance review will be provided to The City of Alvin, Parks and Recreation Director upon completion of each regular inspection and repair call.

FILTER SERVICE (FS)

This agreement includes Filter Service to be provided for the HVAC equipment referenced below. Filter Service provides labor and materials to replace air filters quarterly with pleated filters in the sizes and quantity listed below

| Qty. | Size |
|------|-------------|
| 8 | 15 x 20 x 2 |
| 2 | 10 x 20 x 1 |

BELT SERVICE (BS)

This agreement includes Belt replacement Service to be provided for the HVAC equipment referenced below. Belt Service provides labor and materials to replace the belts with factory authorized belts annually or as based on conditions, whichever comes first.

| Qty. | Size |
|------|------|
| 1 | B62 |

(B) EQUIPMENT COVERED

In the event equipment listed below is necessary to be replaced, the replacement equipment will then become part of the contract and listed under equipment covered.

| Type | Model # | Serial # |
|-------------|-----------------|------------------|
| Air Handler | TWE180B400CA | 3241L0S611 |
| Condenser | TTA150B400EA | 3292KCEAD |
| Heater | BAYHTRM430AB | 3092MD7CD |
| Wall Mount | W24A1-C06XXXX3J | 316J092641308-02 |

(C) COSTS FOR SERVICES LISTED

| | |
|--|------------------|
| Field service labor rate, includes equipment and tools (per hour). | \$ <u>89.00</u> |
| Field service helper labor rate, includes equipment and tools (per hour). | \$ <u>NA</u> |
| Mileage charge (if applicable) during City business hours. | \$ <u>NA</u> |
| Mileage charge (if applicable) after City business hours. | \$ <u>NA</u> |
| Trip Charge (if applicable) | \$ <u>76.00</u> |
| New replacement unit mark-up %. | \$ <u>30%</u> |
| Material (parts) mark-up %. | \$ <u>30%</u> |
| Quarterly maintenance as described in Exhibit "A". | \$ <u>294.46</u> |
| Additional Services per quote where requested Inspect damper linkages, set-screws and blade adjustment for proper damper operation. Lubricate linkages as needed. | \$ <u>432.00</u> |

FIRE STATION # 1

302 WEST HOUSE STREET

A) SCOPE OF SERVICES PROVIDED

MECHANICAL INSPECTION SERVICES MAINTENANCE

This agreement includes scheduled preventative maintenance services to be provided for the equipment referenced herein as identified under Equipment Covered. Scheduled Maintenance coverage provides for routine quarterly maintenance inspections on the equipment identified in this agreement. The Scheduled Maintenance program includes four (4) quarterly preventative maintenance inspections per year which includes all labor, parts, materials and miscellaneous expenses associated with maintaining the HVAC air handler(s), condenser(s), fan(s), and unitary equipment of the City of Alvin, Fire Station #1 Facility.

QUARTERLY MAINTENANCE SCOPE OF WORK

The scope of work describes the desired basic scheduled maintenance procedures that will be performed, however this list may not be all inclusive regarding certain manufacturers maintenance recommendations. The contractor is presumed to have a broader knowledge related to maintenance procedures most effective and comply with all EPA regulations regarding maintenance and repair of air conditioning and heating equipment systems.

A: Quarterly Maintenance

- Clean coils for dirt build-up
- Check unit for unusual noise and vibration.
- Inspect and report condition of condensate drain pan for rust & leaks.
- Ensure free-flowing drain line by using compressed air to clear the drain line.
- Examine flex connections for cracks or leaks.
- Inspect and report condition of gaskets and insulation around unit, door and dampers.
- Inspect and report on the condition of the unit casing for corrosion.
- Inspect and report condition of spring isolators.
- Inspect and report condition of grease line connections.
- Change air filters.
- Check and report temperature of air from various diffusers of the facility to ensure balanced cooling/heating.
- Clean fan wheel and shaft.
- Lubricate fan and motor bearings as required.
- Inspect the control and power box wiring for secure connections and insulation.
- Rotate the fan wheel and check for obstructions in the fan housing.
- Inspect drive sheaves and if needed tighten set screws.
- Inspect belt alignment and tension.
- Clean damper operators.
- Clean coils with non-acid based detergent.
- Check and record Freon levels (immediately report & obtain approval for leak detect & recharge)
- Check tension on belts and replace belts annually or as recommended based on conditions, whichever comes first

B: Written Report

A written performance review will be provided to The City of Alvin, Parks and Recreation Director upon completion of each regular inspection and repair call.

FILTER SERVICE (FS)

This agreement includes Filter Service to be provided for the HVAC equipment referenced below. Filter Service provides labor and materials to replace air filters quarterly with pleated filters in the sizes and quantity listed below

| Qty. | Size |
|------|-------------|
| 2 | 24 x 24 x 1 |
| 2 | 20 x 30 x 2 |

BELT SERVICE (BS)

This agreement includes Belt replacement Service to be provided for the HVAC equipment referenced below. Belt Service provides labor and materials to replace the belts with factory authorized belts annually or as based on conditions, whichever comes first.

| Qty. | Size |
|------|------|
| 1 | A26 |
| 1 | A52 |

(B) EQUIPMENT COVERED

In the event equipment listed below is necessary to be replaced, the replacement equipment will then become part of the contract and listed under equipment covered.

| Type | Model # | Serial # |
|-------------|----------------|----------------|
| Air Handler | RHGA-1002 | 079G35912342 |
| Condenser | TTA120A300FA | 4275481AD |
| Heater | UDAP-75 | BKH79Y2N1719X |
| Heater | UDAP-75 | BJK79Y2N78766X |
| Heater | HX-100E-8 | BK194W8N02903 |
| | YSC060E3ECA000 | 937100105L |

(C) COSTS FOR SERVICES LISTED

| | |
|---|-----------------|
| Field service labor rate, includes equipment and tools (per hour). | \$ <u>89.00</u> |
| Field service helper labor rate, includes equipment and tools (per hour). | \$ <u>NA</u> |
| Mileage charge (if applicable) during City business hours. | \$ <u>NA</u> |
| Mileage charge (if applicable) after City business hours. | \$ <u>NA</u> |

Trip Charge (if applicable)

\$ 76.00

New replacement unit mark-up %.

\$ 30%

Material (parts) mark-up %.

\$ 30%

Quarterly maintenance as described in Exhibit "A".

\$ 432.72

Additional Services per quote where requested

Inspect damper linkages, set-screws and blade adjustment for proper damper operation.
Lubricate linkages as needed.

\$ 432.00

FIRE STATION # 2

110 MEDIC LANE

A) SCOPE OF SERVICES PROVIDED

MECHANICAL INSPECTION SERVICES MAINTENANCE

This agreement includes scheduled preventative maintenance services to be provided for the equipment referenced herein as identified under Equipment Covered. Scheduled Maintenance coverage provides for routine quarterly maintenance inspections on the equipment identified in this agreement. The Scheduled Maintenance program includes four (4) quarterly preventative maintenance inspections per year which includes all labor, parts, materials and miscellaneous expenses associated with maintaining the HVAC air handler(s), condenser(s), fan(s), and unitary equipment of the City of Alvin, Fire Station #2 Facility.

QUARTERLY MAINTENANCE SCOPE OF WORK

The scope of work describes the desired basic scheduled maintenance procedures that will be performed, however this list may not be all inclusive regarding certain manufacturers maintenance recommendations. The contractor is presumed to have a broader knowledge related to maintenance procedures most effective and comply with all EPA regulations regarding maintenance and repair of air conditioning and heating equipment systems.

A: Quarterly Maintenance

- Clean coils for dirt build-up
- Check unit for unusual noise and vibration.
- Inspect and report condition of condensate drain pan for rust & leaks.
- Ensure free-flowing drain line by using compressed air to clear the drain line.
- Examine flex connections for cracks or leaks.
- Inspect and report condition of gaskets and insulation around unit, door and dampers.
- Inspect and report on the condition of the unit casing for corrosion.
- Inspect and report condition of spring isolators.
- Inspect and report condition of grease line connections.
- Change air filters.
- Check and report temperature of air from various diffusers of the facility to ensure balanced cooling/heating.
- Clean fan wheel and shaft.
- Lubricate fan and motor bearings as required.
- Inspect the control and power box wiring for secure connections and insulation.
- Rotate the fan wheel and check for obstructions in the fan housing.
- Inspect drive sheaves and if needed tighten set screws.
- Inspect belt alignment and tension.
- Clean damper operators.
- Clean coils with non-acid based detergent.
- Check and record Freon levels (immediately report & obtain approval for leak detect & recharge)
- Check tension on belts and replace belts annually or as recommended based on conditions, whichever comes first

B: Written Report

A written performance review will be provided to The City of Alvin, Parks and Recreation Director upon completion of each regular inspection and repair call.

FILTER SERVICE (FS)

This agreement includes Filter Service to be provided for the HVAC equipment referenced below. Filter Service provides labor and materials to replace air filters quarterly with pleated filters in the sizes and quantity listed below

| Qty. | Size |
|-------------|-------------|
| 2 | 20 x 20 x 1 |

BELT SERVICE (BS)

This agreement includes Belt replacement Service to be provided for the HVAC equipment referenced below. Belt Service provides labor and materials to replace the belts with factory authorized belts annually or as based on conditions, whichever comes first.

Qty. Size
Field verify

(B) EQUIPMENT COVERED

In the event equipment listed below is necessary to be replaced, the replacement equipment will then become part of the contract and listed under equipment covered.

| Type | Model # | Serial # |
|-------------|-----------------|----------------|
| Air Handler | 2TTA0060A3000AA | 33434UF3F |
| Condenser | TWE060A300EA | 3374PGP5H |
| Heater | UDAP100 | BLB79Y2N47010X |
| Heater | UDAP100 | BLB79Y2N47008X |

(C) COSTS FOR SERVICES LISTED

| | |
|--|------------|
| Field service labor rate, includes equipment and tools (per hour). | \$ 89.00 |
| Field service helper labor rate, includes equipment and tools (per hour). | \$ NA |
| Mileage charge (if applicable) during City business hours. | \$ NA |
| Mileage charge (if applicable) after City business hours. | \$ NA |
| Trip Charge (if applicable) | \$ 76.00 |
| New replacement unit mark-up %. | \$ 30% |
| Material (parts) mark-up %. | \$ 30% |
| Quarterly maintenance as described in Exhibit "A". | \$ 2,71.85 |
| Additional Services per quote where requested Inspect damper linkages, set-screws and blade adjustment for proper damper operation. Lubricate linkages as needed. | \$ 432.00 |

A) SCOPE OF SERVICES PROVIDED

MECHANICAL INSPECTION SERVICES MAINTENANCE

This agreement includes scheduled preventative maintenance services to be provided for the equipment referenced herein as identified under Equipment Covered. Scheduled Maintenance coverage provides for routine quarterly maintenance inspections on the equipment identified in this agreement. The Scheduled Maintenance program includes four (4) quarterly preventative maintenance inspections per year which includes all labor, parts, materials and miscellaneous expenses associated with maintaining the HVAC air handler(s), condenser(s), fan(s), and unitary equipment of the City of Alvin, Fire Station #3 Facility.

QUARTERLY MAINTENANCE SCOPE OF WORK

The scope of work describes the desired basic scheduled maintenance procedures that will be performed, however this list may not be all inclusive regarding certain manufacturers maintenance recommendations. The contractor is presumed to have a broader knowledge related to maintenance procedures most effective and comply with all EPA regulations regarding maintenance and repair of air conditioning and heating equipment systems.

A: Quarterly Maintenance

- Clean coils for dirt build-up
- Check unit for unusual noise and vibration.
- Inspect and report condition of condensate drain pan for rust & leaks.
- Ensure free-flowing drain line by using compressed air to clear the drain line.
- Examine flex connections for cracks or leaks.
- Inspect and report condition of gaskets and insulation around unit, door and dampers.
- Inspect and report on the condition of the unit casing for corrosion.
- Inspect and report condition of spring isolators.
- Inspect and report condition of grease line connections.
- Change air filters.
- Check and report temperature of air from various diffusers of the facility to ensure balanced cooling/heating.
- Clean fan wheel and shaft.
- Lubricate fan and motor bearings as required.

- Inspect the control and power box wiring for secure connections and insulation.
- Rotate the fan wheel and check for obstructions in the fan housing.
- Inspect drive sheaves and if needed tighten set screws.
- Inspect belt alignment and tension.
- Clean damper operators.
- Clean coils with non-acid based detergent.
- Check and record Freon levels (immediately report & obtain approval for leak detect & recharge)
- Check tension on belts and replace belts annually or as recommended based on conditions, whichever comes first

B: Written Report

A written performance review will be provided to The City of Alvin, Parks and Recreation Director upon completion of each regular inspection and repair call.

FILTER SERVICE (FS)

This agreement includes Filter Service to be provided for the HVAC equipment referenced below. Filter Service provides labor and materials to replace air filters quarterly with pleated filters in the sizes and quantity listed below

| Qty. | Size |
|------|-------------|
| 6 | 20 x 20 x 1 |

BELT SERVICE (BS)

This agreement includes Belt replacement Service to be provided for the HVAC equipment referenced below. Belt Service provides labor and materials to replace the belts with factory authorized belts annually or as based on conditions, whichever comes first.

| Qty. | Size |
|--------------|------|
| Field verify | |

(B) EQUIPMENT COVERED

In the event equipment listed below is necessary to be replaced, the replacement equipment will then become part of the contract and listed under equipment covered.

| <u>Type</u> | <u>Model #</u> | <u>Serial #</u> |
|-------------|-----------------|-----------------|
| Air Handler | 2TEH3F48B1000AA | 7265JL.A1V |
| Air Handler | 2TEH3F36B1000AA | 7332KW91V |
| Condenser | 2TTA3048A3000AA | 74254AU4F |
| Condenser | 2TTA3036A3000AA | 74334KL.P3F |
| Heater | F2F5107CA1L | |
| Heater | F2F5107CA1L | |

(C) COSTS FOR SERVICES LISTED

| | |
|--|-------------|
| Field service labor rate, includes equipment and tools (per hour). | \$ 89.00 |
| Field service helper labor rate, includes equipment and tools (per hour). | \$ NA |
| Mileage charge (if applicable) during City business hours. | \$ NA |
| Mileage charge (if applicable) after City business hours. | \$ NA |
| Trip Charge (if applicable) | \$ 76.00 |
| New replacement unit mark-up %. | \$ 30% |
| Material (parts) mark-up %. | \$ 30% |
| Quarterly maintenance as described in Exhibit "A". | \$, 370.38 |
| Additional Services per quote where requested Inspect damper linkages, set-screws and blade adjustment for proper damper operation. Lubricate linkages as needed. | \$ 432.00 |

EMS Station

709 EAST HOUSE STREET

A) SCOPE OF SERVICES PROVIDED

MECHANICAL INSPECTION SERVICES MAINTENANCE

This agreement includes scheduled preventative maintenance services to be provided for the equipment referenced herein as identified under Equipment Covered. Scheduled Maintenance coverage provides for routine quarterly maintenance inspections on the equipment identified in this agreement. The Scheduled Maintenance program includes four (4) quarterly preventative maintenance inspections per year which includes all labor, parts, materials and miscellaneous expenses associated with maintaining the HVAC air handler(s), condenser(s), fan(s), and unitary equipment of the City of Alvin, EMS Facility.

QUARTERLY MAINTENANCE SCOPE OF WORK

The scope of work describes the desired basic scheduled maintenance procedures that will be performed, however this list may not be all inclusive regarding certain manufacturers maintenance recommendations. The contractor is presumed to have a broader knowledge related to maintenance procedures most effective and comply with all EPA regulations regarding maintenance and repair of air conditioning and heating equipment systems.

A: Quarterly Maintenance

- Clean coils for dirt build-up
- Check unit for unusual noise and vibration.
- Inspect and report condition of condensate drain pan for rust & leaks.
- Ensure free-flowing drain line by using compressed air to clear the drain line.
- Examine flex connections for cracks or leaks.
- Inspect and report condition of gaskets and insulation around unit, door and dampers.
- Inspect and report on the condition of the unit casing for corrosion.
- Inspect and report condition of spring isolators.
- Inspect and report condition of grease line connections.
- Change air filters.
- Check and report temperature of air from various diffusers of the facility to ensure balanced cooling/heating.
- Clean fan wheel and shaft.
- Lubricate fan and motor bearings as required.
- Inspect the control and power box wiring for secure connections and insulation.
- Rotate the fan wheel and check for obstructions in the fan housing.
- Inspect drive sheaves and if needed tighten set screws.
- Inspect belt alignment and tension.
- Clean damper operators.
- Clean coils with non-acid based detergent.
- Check and record Freon levels (immediately report & obtain approval for leak detect & recharge)
- Check tension on belts and replace belts annually or as recommended based on conditions, whichever comes first

B: Written Report

A written performance review will be provided to The City of Alvin, Parks and Recreation Director upon completion of each regular inspection and repair call.

FILTER SERVICE (FS)

This agreement includes Filter Service to be provided for the HVAC equipment referenced below. Filter Service provides labor and materials to replace air filters quarterly with pleated filters in the sizes and quantity listed below

| Qty. | Size |
|------|-------------|
| 10 | 20 x 20 x 1 |
| 1 | 20 x 25 x 1 |

BELT SERVICE (BS)

This agreement includes Belt replacement Service to be provided for the HVAC equipment referenced below. Belt Service provides labor and materials to replace the belts with factory authorized belts or as based on conditions, whichever comes first.

| Qty. | Size |
|--------------|------|
| Field verify | |

(B) EQUIPMENT COVERED

In the event equipment listed below is necessary to be replaced, the replacement equipment will then become part of the contract and listed under equipment covered.

| Type | Model # | Serial # |
|-----------------|-----------------|------------|
| Air Handler | WAHMS36-1A | 6009D19934 |
| Condenser | HS26-042-2P | 5899A48190 |
| Condenser | HS26-048-3P | 5899D50010 |
| Condenser | 2A7A3030A1000AA | 811124B3F |
| Furnace | HRS26Q415-100-5 | 5899B27879 |
| Evaporator Coil | CH23-51-1 | 6098M46412 |
| Evaporator Coil | CH23-65-1 | 6097K12911 |

(C) COSTS FOR SERVICES LISTED

| | |
|---|-----------------|
| Field service labor rate, includes equipment and tools (per hour). | \$ <u>89.00</u> |
| Field service helper labor rate, includes equipment and tools (per hour). | \$ <u>NA</u> |
| Mileage charge (if applicable) during City business hours. | \$ <u>NA</u> |
| Mileage charge (if applicable) after City business hours. | \$ <u>NA</u> |

| | |
|--|------------------|
| Trip Charge (if applicable) | \$ <u>76.00</u> |
| New replacement unit mark-up %. | \$ <u>30%</u> |
| Material (parts) mark-up %. | \$ <u>30%</u> |
| Quarterly maintenance as described in Exhibit "A". | \$ <u>425.54</u> |
| Additional Services per quote where requested Inspect damper linkages, set-screws and blade adjustment for proper damper operation. Lubricate linkages as needed. | \$ <u>432.00</u> |

ALVIN POLICE DEPARTMENT

1500 SOUTH GORDON STREET

A) SCOPE OF SERVICES PROVIDED

MECHANICAL INSPECTION SERVICES MAINTENANCE

This agreement includes scheduled preventative maintenance services to be provided for the equipment referenced herein as identified under Equipment Covered. Scheduled Maintenance coverage provides for routine quarterly maintenance inspections on the equipment identified in this agreement. The Scheduled Maintenance program includes four (4) quarterly preventative maintenance inspections per year which includes all labor, parts, materials and miscellaneous expenses associated with maintaining the HVAC air handler(s), condenser(s), fan(s), and unitary equipment of the City of Alvin, Police Department Facility.

QUARTERLY MAINTENANCE SCOPE OF WORK

The scope of work describes the desired basic scheduled maintenance procedures that will be performed, however this list may not be all inclusive regarding certain manufacturers maintenance recommendations. The contractor is presumed to have a broader knowledge related to maintenance procedures most effective and comply with all EPA regulations regarding maintenance and repair of air conditioning and heating equipment systems.

A: Quarterly Maintenance

- Clean coils for dirt build-up
- Check unit for unusual noise and vibration.
- Inspect and report condition of condensate drain pan for rust & leaks.
- Ensure free-flowing drain line by using compressed air to clear the drain line.
- Examine flex connections for cracks or leaks.
- Inspect and report condition of gaskets and insulation around unit, door and dampers.
- Inspect and report on the condition of the unit casing for corrosion.
- Inspect and report condition of spring isolators.
- Inspect and report condition of grease line connections.
- Change air filters.
- Check and report temperature of air from various diffusers of the facility to ensure balanced cooling/heating.
- Clean fan wheel and shaft.
- Lubricate fan and motor bearings as required.
- Inspect the control and power box wiring for secure connections and insulation.
- Rotate the fan wheel and check for obstructions in the fan housing.
- Inspect drive sheaves and if needed tighten set screws.
- Inspect belt alignment and tension.
- Clean damper operators.
- Clean coils with non-acid based detergent.
- Check and record Freon levels (immediately report & obtain approval for leak detect & recharge)
- Check tension on belts and replace belts annually or as recommended based on conditions, whichever comes first

B: Written Report

A written performance review will be provided to The City of Alvin, Facility Technician Jeff Knape upon completion of each regular inspection and repair call.

PACKAGED CHILLER MAINTENANCE SCOPE OF WORK

The scope of work describes the basic scheduled maintenance procedures that will be performed. Procedures shall comply with the EPA regulations regarding maintenance and repair of air conditioning and heating equipment systems.

A: Quarterly Maintenance

- Adjust operating and safety controls.
- Complete operating log of temperatures, pressures, voltages and amperages.
- Inspect operation of control circuit.
- Inspect operation of lubrication system including oil pressure and oil level.
- Inspect operation of crankcase heater(s).
- Inspect operation of all motors and starters.
- Visual inspection of condenser coil(s) (if applicable).
- Visual inspection of condenser and evaporator vessels (if applicable).

B: Annual Maintenance

- Clean control panels.
- Clean coils with non-acid based detergent.
- Clean condenser tubes with non-acid based detergent.

Refrigerant System

- Leak test refrigerant circuit(s).
- Inspect superheat setting and adjust accordingly.
- Refrigerant sample and analysis for moisture and oil content.

Lubrication System

- Check oil level in compressor(s) (if applicable).
- Check oil pressure per specifications.
- Visually inspect oil lines for leaks (if applicable).
- Inspect crankcase heater.
- Perform test for acid and moisture content.

Electrical System

- Inspect and report on condition of contacts for wear, pitting, etc.
- Inspect and calibrate operating controls.
- Inspect and calibrate safety controls.
- Meg compressor motor and record data.
- Inspect and report on condition of condenser fan motor(s) for proper operation (if applicable).
- Check and tighten control panel terminals.
- Inspect external interlocks and flow switches (if applicable).
- Check and report on starter operation, voltage and current.
- Inspect and calibrate micro-electronic controls.
- Complete operating log and record settings.
- Visual inspection of condenser fan(s) and inspect blades (if applicable).
- Lubricate condenser fan bearings (if applicable).
- Inspect and report condition and tension of condenser fan belts (if applicable).
- Inspect and report condition of vibration eliminators.
- Visual inspection of condenser and evaporator exterior for corrosion or water leaks (if applicable).

C: Written Report

A written performance review will be provided to the City of Alvin, Facility Technician Jeff Knape upon completion of each regular inspection and repair call.

PNEUMATIC CONTROL SYSTEM MAINTENANCE SCOPE OF WORK

The scope of work describes the basic scheduled maintenance procedures that will be performed. Procedures shall comply with all EPA regulations regarding maintenance and repair of air conditioning and heating equipment systems.

A: Quarterly Maintenance

- Inspect and report compressor run time versus off time for three operating cycles and record the average results.
- Open compressor tank drain valve and bleed off any water accumulated in the tank.
- Record and report gauge reading for compressor air pressure and final system air pressure. Adjust pressure-reducing valve if necessary.
- Inspect compressor belts, oil level, safety valves and general operating condition of the air compressor.
- Check and report level of refrigerant after cooler for proper operation.
- Visually inspect air filters and oil indicators, if applicable, for contamination. Should contamination exist, immediately report & obtain approval for repair.

- Inspect and report condition of air drier for proper operation.
- Clean filters at air drier as needed.

B: Annual Maintenance

- Replace compressor drive belts.
- Replace compressor air cleaner element(s).
- Change oil in air compressor(s).

C: Written Report

A written performance review will be provided to the City of Alvin, Facility Technician Jeff Knape upon completion of each regular inspection and repair call.

PUMP MAINTENANCE

The scope of work describes the basic scheduled maintenance procedures that will be performed. These procedures comply with all EPA regulations regarding maintenance and repair of air conditioning and heating equipment systems.

A: Quarterly Maintenance

- Lubricate pump bearings per manufacturer's recommendations.
- Lubricate motor bearings per manufacturer's recommendations.
- Inspect and report suction and discharge pressures.
- Visually inspect and report packing or mechanical seals.
- Inspect and report motor voltage and amperage.

B: Annual Maintenance

- Remove and clean pump strainers. (Isolation valves must be in place and operational)
- Replace pump coupling bushing.

C: Written Report

A written performance review will be provided to the City of Alvin, Facility Technician Jeff Knape upon completion of each regular inspection and repair call.

FILTER SERVICE (FS)

This agreement includes Filter Service to be provided for the HVAC equipment referenced below. Filter Service provides labor and materials to replace air filters quarterly with pleated filters in the sizes and quantity listed below.

| Qty. | Size |
|------|-------------|
| 24 | 20 x 20 x 2 |
| 2 | 16 x 20 x 1 |
| 3 | 20 x 20 x 1 |
| 3 | 16 x 25 x 1 |

BELT SERVICE (BS)

This agreement includes Belt replacement Service to be provided for the HVAC equipment referenced below. Belt Service provides labor and materials to replace the belts with factory authorized belts annually or as based on condition, whichever comes first.

| Qty. | Size |
|--------------|------|
| Field verify | |

(B) EQUIPMENT COVERED

In the event equipment listed below is necessary to be replaced, the replacement equipment will then become part of the contract and listed under equipment covered.

| Type | Model | Serial |
|-------------------------|----------------------|-------------|
| Air Handler (Amana) | ARUF486016CA | 1006009375 |
| Air Handler (Trane) | TUE060A100BB | 6451RDF5H |
| Air Handler (Trane) | TWE060A100EI | 8044TK8BD |
| Air Handler (Trane) | TWE095A300BB | L445N1X5H |
| Air Handler (Trane) | MCCA012GAN0ABA | K96K86570 |
| Air Handler (Trane) | MCCA12GANOAB0 | K96K86558 |
| Air Handler (Trane) | MCCA012GANOABA | K96K86512 |
| Air Handler (Trane) | MCCA012BBE0CA | K96K86536 |
| Condenser | PMFV/04 | 96-456694-C |
| Condenser (Trane) | RTAA1004AH01A300ABDF | U96K07836 |
| Condenser (Trane) | 2TTA0060A40000AA | 8043RC03F |
| Condenser (Goodman) | GSX130604AA | 1007717661 |
| Compressor (Quincy) | QTS3QCB | QB081040035 |
| Furnace (Trane) | 2A7C3060A4000AA | 928565B14F |
| Furnace (Trane) | 2A7C3060A4000AA | 928565B14F |
| Refrigerator (Victory) | R5-D-7 | D9714310 |
| Evaporator Coil (Trane) | TTA090A400CC | L511N98AII |

(C) COSTS FOR SERVICES LISTED

AIR HANDLER AND FAN MAINTENANCE

| | |
|---|-------------------|
| Quarterly maintenance as described in Exhibit "A". | \$ <u>1722.50</u> |
| Field service labor rate, includes equipment and tools (per hour). | \$ <u>89.00</u> |
| Field service helper labor rate, includes equipment and tools (per hour). | \$ <u>NA</u> |
| Mileage charge (if applicable) during City business hours. | \$ <u>NA</u> |
| Mileage charge (if applicable) after City business hours. | \$ <u>NA</u> |
| Trip Charge (if applicable) | \$ <u>76.00</u> |
| New replacement unit mark-up %. | \$ <u>30%</u> |
| Material (parts) mark-up % | \$ <u>30%</u> |

PACKAGED CHILLER MAINTENANCE

| | |
|---|--------------------|
| Quarterly maintenance as described in Exhibit "A". | \$ <u>187.00</u> |
| Annual Maintenance as described in Exhibit "A" | \$ <u>1,498.00</u> |
| Field service labor rate, includes equipment and tools (per hour). | \$ <u>89.00</u> |
| Field service helper labor rate, includes equipment and tools (per hour). | \$ <u>NA</u> |
| Mileage charge (if applicable) during City business hours. | \$ <u>NA</u> |

Mileage charge (if applicable) after City business hours.

\$ NA

Trip Charge (if applicable)

\$ 76.00

New replacement unit mark-up %.

\$ 30%

Material (parts) mark-up %

\$ 30%

Additional Services per quote where requested

Rebuild slide valves

\$ 2,700.00

Remove & clean blower & cage using pressure washer (while chiller is down)

\$ 4,730.00

PNEUMATIC CONTROL SYSTEM MAINTENANCE

Quarterly maintenance as described in Exhibit "A".

\$ 30.00

Annual maintenance as described in Exhibit "A".

\$ 60.00

Field service labor rate, includes equipment and tools (per hour).

\$ 89.00

Field service helper labor rate, includes equipment and tools (per hour).

\$ NA

Mileage charge (if applicable) during City business hours.

\$ NA

Mileage charge (if applicable) after City business hours.

\$ NA

Trip Charge (if applicable)

\$ 76.00

New replacement unit mark-up %.

\$ 30%

Material (parts) mark-up %

\$ 30%

PUMP MAINTENANCE

Quarterly maintenance as described in Exhibit "A".

\$ 18.00

Annual maintenance as described in Exhibit "A".

\$ 36.00

Field service labor rate, includes equipment and tools (per hour).

\$ 89.00

Field service helper labor rate, includes equipment and tools (per hour).

\$ NA

Mileage charge (if applicable) during City business hours.

\$ NA

Mileage charge (if applicable) after City business hours.

\$ NA

Trip Charge (if applicable)

\$ 76.00

New replacement unit mark-up %.

\$ 30%

Material (parts) mark-up %

\$ 30%

**AGREEMENT FOR HVAC PREVENTATIVE
MAINTENANCE AND REPAIR SERVICES**

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

THIS AGREEMENT FOR HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) PREVENTATIVE MAINTENANCE AND REPAIR SERVICES (the “Agreement”) is made on this the _____ day of September, 2015 by and between the **CITY OF ALVIN, TEXAS**, (the “City”) a municipal corporation of the State of Texas, situated in Brazoria County, Texas and Comfort Systems USA (South Central) Inc. (the “Contractor”).

WITNESSETH:

WHEREAS, on or about July 20, 2015, City advertised for bids for heating, ventilation, and air conditioning services to provide HVAC preventative maintenance and repair services to the City of Alvin; and

WHEREAS, bids were received on or about August 18, 2015 and were extensively evaluated by City staff; and

WHEREAS, through such evaluation it was determined that Contractor presented the best value bid; and

WHEREAS, on or about September 17, 2015, the City Council awarded a bid for HVAC preventative maintenance and repair services to Contractor; and

WHEREAS, the City desires to enter into an agreement with Contractor according to the terms stated in the Agreement;

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

I.
SCOPE OF SERVICES

Contractor agrees to perform the services and comply with the provisions specified in the Request for Bid Proposal (the “RFP”). The RFP consists of the Notice to Bidders, Instructions to Bidders and Scope of Services for HVAC Preventative Maintenance and Repair Services. To the extent a conflict or inconsistency between or among the provisions of this agreement document, the RFP and/or the Bid, the documents shall control in the following order of precedence:

- (1) The Agreement for HVAC Preventative Maintenance and Repair Services;
- (2) the RFP;
- (3) Contractor’s Bid Proposal.

As stated in the Instructions to Bidders (page 2 of 44 of RFP), the City reserves the right to obtain alternate pricing for repair/replacement at the discretion of the City.

II.
COMPENSATION

Contractor shall perform the services required by this agreement for the fees set forth in the Bid Proposal and shall bill City with separate invoices for each location. Invoices shall be submitted on or before the 10th day of each month for services performed in the preceding month. Payment by City shall be made within 30 days of receiving the invoice(s). Contractor shall notify City of any changes of address, phone number, or email within five (5) days.

III.
TERM

The term of this Agreement shall commence on October 10, 2015 and shall terminate on September 30, 2016, unless terminated earlier in accordance within the provisions hereof. Renewal terms of this Agreement shall be the sole option of City and upon agreement by Contractor. This Agreement may be renewed for a one (1) year renewal term for a maximum of three (3) renewal terms. Renewal terms will begin October 1 and end September 30, corresponding with the City’s fiscal year. The City of Alvin may cancel this agreement without cause upon thirty (30) days advance written notice to Contractor.

IN WITNESS WHEREOF, the parties have made and executed this Agreement For HVAC Preventative Maintenance and Repair Services in multiple copies, each of which shall be considered an original, as of this _____ day of _____, 2015.

CONTRACTOR:

CITY OF ALVIN, TEXAS

By: _____
Name:
Title:

By: _____
Paul A. Horn
Mayor

ATTEST/SEAL

ATTEST/SEAL

By: _____
Name:
Title:

By: _____
Dixie Roberts
City Clerk



AGENDA COMMENTARY

Meeting Date: 9/17/2015

Department: Public Services

Contact: Brian Smith, Public Services Dir.

Agenda Item: Consider Interlocal Agreement with Brazoria County for the FY16 Asphalt Improvement Project; and authorize the Mayor to sign.

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

Summary: The proposed Interlocal Agreement provides the mechanism for the County to provide the City of Alvin with equipment and manpower to make improvements on two miles of asphalt streets in various locations within the city limits of Alvin. Staff will identify specific streets using the Asphalt Street Assessment and monitor the expenditures to ensure sufficient funds are in the budget throughout the course of the project. This agreement has been approved and signed by the Brazoria County Judge, L.M. "Matt" Sebesta.

Funding Expected: Revenue Expenditure N/A

Budgeted Item: Yes No N/A

Account Number: 312-5501-00-9011 Amount \$300,000

Legal Review Required: N/A Required Date Completed 9/3/2015

Supporting documents attached:

- Interlocal Agreement

Recommendation: Approve Interlocal Agreement with Brazoria County for the FY16 Asphalt Improvement Project; and authorize the Mayor 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

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

INTERLOCAL AGREEMENT

This agreement is made at Angleton, Brazoria County, Texas between BRAZORIA COUNTY, TEXAS acting through its Commissioners' Court (hereinafter "COUNTY"), and the CITY OF ALVIN, acting through its Mayor (hereinafter "CITY").

NOW THEREFORE, THE COUNTY AND THE CITY agrees as follows:

1.0 The term of this agreement shall be from October 1, 2015, to September 30, 2016. The AGREEMENT may be renewed annually by the written approval of COUNTY and CITY.

1.1 Pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 and the Texas Transportation Code, Section 251.012, the COUNTY agrees to provide personnel and equipment at its own expense to assist in the construction, improvement, maintenance and/or repair of a street or alley located within the corporate limits of the _____, subject to the approval of the County Engineer as set forth in Section 1.3, including sub grade preparation, base preparation, asphalt paving, culverts and ditch work, herbicide spraying, painting and striping roads, installation of permanent traffic signs, and other routine road maintenance operations. Any work performed on the City's streets and alleys which are not an integral part of, or a connecting

link to, other roads and highways is allowed if such work is determined to be a benefit to the County by Commissioners' Court. The CITY will provide materials, including fuel used by the equipment for these projects. All such materials shall be paid for by the CITY, and may be purchased through the County's suppliers. The CITY shall reimburse the cost of any work performed or obtained by the COUNTY, which is determined to be beyond the scope of this agreement, to the County.

1.2 The county work authorized by this AGREEMENT may be done:

- (1) By the COUNTY through use of county equipment;
- (2) By an independent contractor with whom the COUNTY has contracted for the provision of certain services and materials, conditioned on the CITY providing a purchase order to such independent contractor for the full amount of such services or materials.

1.3 During the term of this AGREEMENT when COUNTY work is requested, the Mayor of the City shall submit a request in writing to the County Engineer. The County Engineer and the Mayor of the City shall agree in writing as to the location and type of assistance to be provided pursuant to this AGREEMENT. It is expressly understood between the parties that the COUNTY shall have no authority or obligation to provide any service or work on any city street or alley not so agreed to in writing. The County Engineer is authorized to sign an acceptance statement for

each project at the appropriate time and authorize the work subject to be completed as the Road and Bridge Department schedules permit.

1.4 The parties intend that the COUNTY in performing such services shall act as an independent contractor and shall have control of the work and the manner in which it is performed. The COUNTY shall not be considered an agent, employee, or borrowed servant of the CITY.

1.5 For and in consideration of the above agreement by the County, the CITY agrees to provide all warning and safety signs and other safety protections as required when such work is being performed by the COUNTY.

1.6 The parties further agree that such work and materials are provided by the COUNTY without warranty of any kind to the CITY or any third party, and that the COUNTY has no obligation to provide any supplemental warranty work after a project's completion. The CITY agrees to provide any engineering or design work required for work done pursuant to this agreement.

II.

2.0 To the extent authorized by law, the CITY hereby agrees to hold harmless the COUNTY, its officers, agents and employees from any and all loss, damage, cost demands or causes of action of any nature or kind for loss or damage to property, or for injury or death to persons, arising in any manner from the performance of the above-referenced work.

2.1 Payment for services or materials under this agreement shall be payable from current revenues available to the paying party.

III.

3.0 Either party may terminate this agreement upon thirty- (30) day's written notice to the other party.

3.1 Nothing herein shall be construed to make either party a purchaser or consumer of goods or services from the other.

3.2 Nothing herein shall be construed to create any rights in third parties.

SIGNED AND ENTERED this the _____ day of _____, 2015.

BRAZORIA COUNTY, TEXAS



By: L.M. "Matt" Sebesta
Brazoria County Judge

By: Mayor

ATTEST:

CITY SECRETARY





AGENDA COMMENTARY

Meeting Date: 9/17/2015

Department: Finance

Contact: Junru Roland, CFO

Agenda Item: Consider Windstorm Renewal Proposal option #1 from Victor O. Schinnerer & Company, Inc. in an amount not to exceed \$147,350 for the City's windstorm and hail coverage for FY16; and authorize the City Manager to sign the Proposal Acceptance Form.

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

Summary: The City's current property and liability insurance provider (Texas Municipal League – Intergovernmental Risk Pool [TMLIRP]) does not provide full windstorm and hail coverage for all City facilities. Currently, TMLIRP only provides windstorm coverage through their Coastal Storm Fund for wind resistive facilities; which includes City Hall, the Alvin Museum, and the Wastewater Treatment Building. However, TMLIRP has an arrangement with Victor O. Schinnerer & Company, Inc. (VOSCO), an underwriting manager of professional liability and specialty insurance, to serve as the City's insurance agent in placing windstorm coverage. VOSCO has written the City's windstorm coverage through various companies since 10/01/2000. The current windstorm policy with VOSCO expires October 1, 2015.

For FY16, VOSCO is proposing 3 options to the City for windstorm and hail coverage.

Option #1 (\$147,350) utilizes the Texas Windstorm Insurance Association (TWIA) as the insurer/carrier. TWIA is a residual market property insurance company that provides wind and hail insurance for residential and commercial property located within an area designated by the Texas Commissioner of Insurance. This area currently includes 14 first tier coastal counties. A first tier designation is an area subject to catastrophe due to high-winds. Brazoria County is identified as a first tier coastal county.

Option #2 (\$153,180.11) and Option #3 (\$201,714.65) consist of using AmRisc as the insurer/carrier. AmRisc is not licensed by the Texas Department of Insurance; and, as a result, is not regulated by the Texas Insurance Commissioner.

Staff is recommending option 1 due to the coverage value as well as the local regulation.

Funding Expected: Revenue Expenditure N/A

Budgeted Item: Yes No N/A

Account Number: Dept. Acct. Numbers **Amount:** \$147,350

Legal Review Required: N/A Required **Date Completed:** 9/1/2015

Supporting documents attached:

- Windstorm Proposal
 - Windstorm Property Location Schedule – TWIA
 - No Wind & Value Comparison Schedule
-

Recommendation:

Reviewed by Department Head, if applicable

Reviewed by City Attorney, if applicable

Reviewed by Chief Financial Officer, if applicable

Reviewed by City Manager



VICTOR O.
SCHINNERER
& COMPANY, INC.

August 26, 2015

Mr. Junru Roland
Chief Financial Officer
City of Alvin
216 W Sealy St
Alvin, TX 77511

Windstorm Proposal Presentation
Prepared For:
City of Alvin
October 1, 2015 to October 1, 2016

Presented by:
Belinda G. Wallace, Account Executive
Michael Kuykendall, TMLIRP Underwriter
Linda Morvant, TMLIRP Member Services Managers



August 27, 2015

Mr. Junru Roland
Chief Financial Officer
City of Alvin
216 W Sealy St
Alvin, TX 77511

RE: Wind/Hail Renewal Proposal
Expiring Policy(s): TWIA #45894708
Renewal Date: October 1, 2015

Dear Mr. Roland:

Enclosed is your 2015-2016 Windstorm Renewal Proposal with an expiration date of October 1, 2015 prepared by Victor O. Schinnerer & Co., Inc., (VOSCO) your windstorm insurance agent.

VOSCO has prepared your renewal proposal by using your expiring windstorm insurance policy and information received from or shared with Texas Municipal League Intergovernmental Risk Pool (TMLIRP) as part of our relationship with them.

Please refer to the attached proposal quote for specifics regarding limits, deductibles, coinsurance and other additional optional coverages available. For actual terms, conditions, limitations, exclusions and warranties, please refer to the insurance policy specifically.

If you have any questions or find items needing to be amended, please contact me at (800) 284-4747 to discuss.

When you elect to bind coverage, please fax the signed and date acceptance documents to VOSCO at (713) 266-0001 or email to belinda.g.wallace@schinnerer.com no later than **September 17, 2015** to maintain continuous coverage.

Sincerely,



Belinda G. Wallace
Account Executive

cc: Michael Kuykendall, TMLIRP/Austin
Linda Morvant, TMLIRP/Houston

PROPOSAL ACCEPTANCE FORM

This form must be signed and returned to Victor O. Schinnerer & Company, Inc. no later than **Sept 17, 2015**.

Please Return To:

Victor O. Schinnerer & Company, Inc.
3100 Wilcrest Drive, Ste 200
Houston, TX 77042
Phone: (800) 284-4747
Fax: (713) 266-0001

PREMIUM PAYMENT

(See attached **Windstorm Payment Change Letter**)

Windstorm & Hail Coverages Accepted

| Selection | Option # | Total Limit | Premium |
|--------------------------|----------|-------------|--------------|
| <input type="checkbox"/> | 1 | 16,539,726 | \$147,350.00 |
| <input type="checkbox"/> | 2 | 24,065,574 | \$153,158.11 |
| <input type="checkbox"/> | 3 | 32,981,608 | \$201,714.65 |

By accepting this proposal, you acknowledge and understand a minimum policy premiums may apply, you have met all eligibility requirements regarding flood coverage at certain locations and you have reviewed the windstorm location's schedule and are in agreement with the locations and limits used in this proposal.

I, the undersigned, as an authorized representative of:

City of Alvin

do hereby accept on behalf of the above named political subdivision the portions of the proposal as indicated above.

Signature of Authorized

Official: _____

Title: _____

Date: _____

TMLIRP OFFICE USE ONLY

Contribution: _____ Verified by: _____ Contract #: _____

New Member Member Re-awarding Member Adding Coverage

Victor O. Schinnerer & Company, Inc.
Windstorm & Hail Proposal

City of Alvin

October 1, 2015 to October 1, 2016

| Option | Carrier | Property Type | Total Limit | Coinsurance | Valuation Basis | Deductible (Per Item/ Per Occurrence) | Premium | Policy/ Inspection Fee | Surplus Lines Taxes & Fees | Total Policy Premium |
|--------|---------|---------------|--------------|-------------|------------------|--|------------|------------------------|----------------------------|----------------------|
| 1 | TWIA | Commercial | \$16,539,726 | 100% | Replacement Cost | 1% per item or \$1,000, whichever is greater | \$147,350. | N/A | N/A | \$147,350. |

| Option | Carrier | Property Type | Total Limit | Coinsurance | Valuation Basis | Deductible (Per Occurrence) | Premium | Policy/ Inspection Fee | Surplus Lines Taxes & Fees | Total Policy Premium |
|--------|---------------------------|---------------|--------------|-------------|------------------|---|--------------|------------------------|----------------------------|----------------------|
| 2 | AmRisc Carriers (Primary) | Commercial | \$24,065,574 | (waived) | Replacement Cost | 1% per Bldg subject to \$25,000 min per occurrence – Named Storm \$25,000 per occurrence – All Other Wind/Hail | \$132,500.00 | \$13,490.00 | \$7,168.11 | \$153,158.11 |

| Option | Carrier | Property Type | Total Limit | Coinsurance | Valuation Basis | Deductible (Per Occurrence) | Premium | Policy/ Inspection Fee | Surplus Lines Taxes & Fees | Total Policy Premium |
|--------|---------------------------|---------------|--------------|-------------|------------------|---|--------------|------------------------|----------------------------|----------------------|
| 3 | AmRisc Carriers (Primary) | Commercial | \$32,981,608 | (waived) | Replacement Cost | 1% per Bldg subject to \$25,000 min per occurrence – Named Storm \$25,000 per occurrence – All Other Wind/Hail | \$174,624.00 | \$17,650.00 | \$9,440.65 | \$201,714.65 |

HURRICANE SEASON IS FROM JUNE 1 – NOVEMBER 30

(refer to Designated Named Storms)

Windstorm Property Location Schedule - TWIA

ENTITY:

City of Alvin

Policy Effective Date 10/1/2015

Policy Expiration Date 10/1/2016

Total Values **P/R Earned**
16,539,726 **-**

| TWIA # | TML # | Occupancy | Address | Zip Code | D.O.C. | AREA | CONST. | (B) Bldg or (C) Contents | 100% Value | Annual Premium |
|--------|-------|---|------------------------|----------|--------|-------|--------|-----------------------------|------------|----------------|
| 7 | 8 | EMS Offices | 709 E House Street | 77511 | 1994 | 2700 | M | B | 506,736 | 4,585 |
| 8 | 8 | EMS Offices - contents | | 77511 | | | M | C | 204,000 | 1,639 |
| 9 | 38 | Equipment Storage | 1100 W Hwy 6 | 77511 | 1993 | 5820 | M | B | 165,485 | 1,711 |
| 10 | 40 | Equipment Storage | 1100 W Hwy 6 | 77511 | | | M | B | 229,500 | 2,292 |
| 11 | 11 | Fire Station | 302 W House Street | 77511 | 1966 | 10002 | M | B | 943,704 | 8,538 |
| 12 | 11 | Fire Station - contents | | 77511 | | | M | C | 204,000 | 1,639 |
| 13 | 12 | Fire Substation | 310 Medic Lane | 77511 | 1986 | 3200 | M | B | 297,840 | 2,905 |
| 14 | 12 | Fire Substation - contents | | 77511 | | | M | C | 30,600 | 246 |
| 15 | none | Control Building | 1080 W Snyder | 77511 | 1978 | 1000 | M | B | 39,780 | 407 |
| 16 | none | Control Building - contents | | 77511 | | | M | C | 25,500 | 205 |
| 17 | 13 | Library | 105 S Gordon Street | 77511 | 1996 | 18164 | M | B | 2,544,696 | 20,332 |
| 18 | 13 | Library - contents | | 77511 | | | M | C | 185,908 | 1,546 |
| 19 | 37 | Old Railroad Depot | 119 E Willis | 77511 | 1910 | 2500 | F | B | 302,940 | 3,592 |
| 20 | 23 | Park Recreation Administration | 800 Dyche Lane | 77511 | 1993 | 5200 | M | B | 214,414 | 2,141 |
| 21 | 23 | Park Recreation Administration - contents | | 77511 | | | M | C | 51,000 | 434 |
| 22 | 28 | Police Station | 1500 S Gordon Street | 77511 | 1996 | 19778 | M | B | 2,424,000 | 26,547 |
| 23 | 28 | Police Station - contents | | 77511 | | | M | C | 2,000,000 | 13,797 |
| 24 | 27 | Senior Citizens Center | 309 W Sealy Street | 77511 | 1999 | 10931 | M | B | 967,368 | 8,752 |
| 25 | 27 | Senior Citizens Center - contents | | 77511 | | | M | C | 80,580 | 685 |
| 28 | 24 | Water Treatment Plant - contents | 7100 S County Road 160 | 77511 | 1994 | 2641 | M | C | 291,075 | 2,283 |
| 29 | 82 | Fire Station #3 | 2700 FM 1462 | 77511 | 2008 | 5420 | M | B | 872,406 | 7,893 |
| 30 | 82 | Fire Station #3 - contents | | 77511 | | | M | C | 11,220 | 85 |
| 31 | 102 | Briscoe Concession Bldg | 3625 Natures Way | 77511 | 2009 | 1300 | M | B | 234,600 | 2,343 |
| 32 | 17 | Shop B | 1100 W Hwy 6 | 77511 | 1970 | 3150 | M | B | 310,546 | 2,992 |
| 33 | 17 | Shop B - contents | | | | | M | C | 51,000 | 434 |

Windstorm Property Location Schedule - TWIA

ENTITY:

City of Alvin

Policy Effective Date **10/1/2015**
 Policy Expiration Date **10/1/2016**

Total Values **P/R Earned**
 16,539,726 -

| TWIA # | TML # | Occupancy | Address | Zip Code | D.O.C. | AREA | CONST. | (B) Bldg or (C) Contents | 100% Value | Annual Premium |
|----------------------|-------|-------------------------------|--------------|----------|--------|-------|--------|-----------------------------|-------------------|----------------|
| 34 | 19 | Office/Warehouse A | 1100 W Hwy 6 | 77511 | 1970 | 14855 | M | B | 1,230,020 | 10,840 |
| 35 | 19 | Office/Warehouse A - contents | | | | | M | C | 61,801 | 526 |
| 36 | 26 | Service Facility C | 1100 W Hwy 6 | 77511 | 1970 | 4058 | M | B | 172,007 | 1,779 |
| 37 | 26 | Service Facility C - contents | | | | | M | C | 51,000 | 434 |
| 38 | 104 | Animal Shelter | 550 W Hwy 6 | 77511 | 2014 | 8411 | M | B | 1,836,000 | 15,748 |
| | | | | | | | | | | - |
| | | | | | | | | | | - |
| | | | | | | | | | | - |
| TOTAL VALUES: | | | | | | | | | 16,539,726 | 147,350 |

Note: If any item listed is located in one of the designated National Flood Insurance Program (NFIP) Zones V, VE or V1-V30 and the structure has been constructed, altered, remodeled or enlarged on or after September 1, 2009, flood coverage is required to be eligible for windstorm coverage from the Texas Windstorm Insurance Association (TWIA). This applies to both new and renewal policies. The flood insurance requirement does not extend to structures being "repaired". "Repair" is defined as any reconstruction/restoration of an existing structure that is deteriorated or damaged.

It is the insured's responsibility to identify and disclose to our office any of the described structures subject to this eligibility requirement prior to inception. Proof of flood coverage for those structures will be required to be eligible for coverage from TWIA. Our office can assist you in placing flood coverage if necessary.

**Alvin, City of
10/1/15 to 10/1/16**

| TWIA ID # | TML ID # | PROPERTY DESCRIPTION | ADDRESS | B OR C | TML Value | Wind Value | Value Difference | Comments |
|-----------|----------|---|------------------------|--------|----------------|----------------|------------------|------------------------|
| 7 | 8 | EMS Offices | 709 E House Street | B | \$535,849.17 | \$506,736.00 | (\$29,113) | |
| 8 | 8 | EMS Offices - contents | | C | \$200,000.00 | \$204,000.00 | \$4,000 | |
| 9 | 40 | Equipment Storage | 1100 W Hwy 6 | B | \$180,530.02 | \$165,485.00 | (\$15,045) | |
| 10 | 40 | Equipment Storage - contents | | C | \$20,000.00 | \$229,500.00 | \$209,500 | |
| 11 | 11 | Fire Station | 302 W House Street | B | \$1,076,311.55 | \$943,704.00 | (\$132,608) | |
| 12 | 11 | Fire Station - contents | | C | \$200,000.00 | \$204,000.00 | \$4,000 | |
| 13 | 12 | Fire Substation | 110 Medic Lane | B | \$262,542.52 | \$297,840.00 | \$35,297 | |
| 14 | 12 | Fire Substation - contents | | C | \$30,000.00 | \$30,600.00 | \$600 | |
| 15 | none | Control Building | 1080 W Snyder | B | \$0.00 | \$39,780.00 | \$39,780 | |
| 16 | none | Control Building - contents | | C | \$0.00 | \$25,500.00 | \$25,500 | |
| 17 | 13 | Library | 105 S Gordon Street | B | \$2,502,508.92 | \$2,544,696.00 | \$42,187 | |
| 18 | 13 | Library - contents | | C | \$182,263.00 | \$185,908.00 | \$3,645 | |
| 19 | 37 | Old Railroad Depot | 119 E Willis | B | \$247,575.23 | \$302,940.00 | \$55,365 | |
| 20 | 23 | Park Recreation Administration | 800 Dyche Lane | B | \$268,590.94 | \$214,414.00 | (\$54,177) | |
| 21 | 23 | Park Recreation Administration - contents | | C | \$50,000.00 | \$51,000.00 | \$1,000 | |
| 22 | 28 | Police Station | 1500 S Gordon Street | B | \$3,218,580.56 | \$2,424,000.00 | (\$794,581) | TML EXCESS Coverage |
| 23 | 28 | Police Station - contents | | C | \$2,000,000.00 | \$2,000,000.00 | \$0 | |
| 24 | 27 | Senior Citizens Center | 309 W Sealy Street | B | \$1,038,688.31 | \$967,368.00 | (\$71,320) | |
| 25 | 27 | Senior Citizens Center - contents | | C | \$79,000.00 | \$80,580.00 | \$1,580 | |
| 28 | 24 | Lab/Office - contents | 7100 S County Road 160 | C | \$500,000.00 | \$291,075.00 | (\$208,925) | |
| 29 | 82 | Fire Station #3 | 2700 FM 1462 | B | \$728,578.55 | \$872,406.00 | \$143,827 | |
| 30 | 82 | Fire Station #3 - contents | | C | \$11,000.00 | \$11,220.00 | \$220 | |
| 31 | 102 | Briscoe Concession Bldg | 3625 Natures Way | B | \$256,289.06 | \$234,600.00 | (\$21,689) | |
| 32 | 17 | Shop #B | 1100 W Hwy 6 | B | \$298,935.56 | \$310,546.00 | \$11,610 | |
| 33 | 17 | Shop #B - contents | | C | \$50,000.00 | \$51,000.00 | \$1,000 | |
| 34 | 19 | Office/Warehouse #1 | 1100 W Hwy 6 | B | \$914,849.44 | \$1,230,020.00 | \$315,171 | |
| 35 | 19 | Office/Warehouse #1 - contents | | C | \$60,589.00 | \$61,801.00 | \$1,212 | |
| 36 | 26 | Service Facility #C | 1100 W Hwy 6 | B | \$102,105.56 | \$172,007.00 | \$69,901 | |
| 37 | 26 | Service Facility #C - contents | | C | \$50,000.00 | \$51,000.00 | \$1,000 | |
| 38 | 104 | Animal Control | 550 W Hwy 6 | B | \$1,822,500.00 | \$1,836,000.00 | \$13,500 | |
| none | 2 | City Hall | 216 W Sealy Street | B | \$2,086,090.45 | \$0.00 | (\$2,086,090) | TML CSF since 10/01/10 |
| none | 2 | City Hall - contents | | C | \$600,000.00 | \$0.00 | (\$600,000) | TML CSF since 10/01/10 |
| none | 3 | Westend Concession/restroom | 2201 Westpark | B | \$88,367.47 | \$0.00 | (\$88,367) | no TWIA wind coverage |
| none | 5 | Elevated Water Tank | 800 Dyche Lane | B | \$1,410,922.55 | \$0.00 | (\$1,410,923) | |
| none | 6 | Elevated Water Tank | 5425 Mustang | B | \$1,457,669.67 | \$0.00 | (\$1,457,670) | |
| none | 21 | Alvin Historical Museum | 302 W Sealy Street | B | \$1,114,754.91 | \$0.00 | (\$1,114,755) | TML CSF since 10/01/10 |
| none | 24 | Water Treatment Plant | 7100 S County Road 160 | B | \$2,173,843.83 | \$0.00 | (\$2,173,844) | no TWIA wind coverage |
| none | 25 | Water Treatment Blower | 7100 S County Road 160 | B | \$203,596.03 | \$0.00 | (\$203,596) | TML CSF since 10/01/10 |
| none | 25 | Water Treatment Blower - contents | | C | \$500,000.00 | \$0.00 | (\$500,000) | TML CSF since 10/01/10 |
| none | 29 | Field Box/ Storage Building | 2201 Westpark | B | \$52,385.48 | \$0.00 | (\$52,385) | no TWIA wind coverage |
| none | 30 | Concession/RR | 1500 W South St | B | \$63,252.14 | \$0.00 | (\$63,252) | no TWIA wind coverage |

NO WIND & Value Comparison Schedule

| | | | | | | | | |
|------|-----|----------------------------------|------------------------|---|----------------|--------|---------------|-----------------------|
| none | 31 | Restroom | 1060 College Dr | B | \$183,810.52 | \$0.00 | (\$183,811) | no TWIA wind coverage |
| none | 32 | Playground Equipment | 801 Shaw St | B | \$61,509.38 | \$0.00 | (\$61,509) | no TWIA wind coverage |
| none | 33 | Playground Equipment | 2200 Westpark Dr | B | \$61,509.38 | \$0.00 | (\$61,509) | no TWIA wind coverage |
| none | 34 | Playground Equipment | 1200 Newman St | B | \$61,509.38 | \$0.00 | (\$61,509) | no TWIA wind coverage |
| none | 36 | Score Booth #1 | 2200 Westpark Dr | B | \$7,688.67 | \$0.00 | (\$7,689) | no TWIA wind coverage |
| none | 41 | Score Booth #2 | 2200 Westpark Dr | B | \$7,688.67 | \$0.00 | (\$7,689) | no TWIA wind coverage |
| none | 43 | Pool | 919 Bayou Dr | B | \$512,578.13 | \$0.00 | (\$512,578) | no TWIA wind coverage |
| none | 43 | Pool - contents | | C | \$10,000.00 | \$0.00 | (\$10,000) | no TWIA wind coverage |
| none | 45 | Restroom | 2200 Westpark Dr | B | \$143,214.33 | \$0.00 | (\$143,214) | no TWIA wind coverage |
| none | 46 | Lighting | 2200 Westpark Dr | B | \$410,062.50 | \$0.00 | (\$410,063) | no TWIA wind coverage |
| none | 47 | Pump House & pool | 919 Bayou Dr | B | \$121,686.05 | \$0.00 | (\$121,686) | no TWIA wind coverage |
| none | 48 | Lighting | 1060 College Dr | B | \$153,773.44 | \$0.00 | (\$153,773) | no TWIA wind coverage |
| none | 49 | Lighting | 1500 W South St | B | \$169,150.78 | \$0.00 | (\$169,151) | no TWIA wind coverage |
| none | 51 | Eastend Concession | 2201 Westpark | B | \$168,843.23 | \$0.00 | (\$168,843) | no TWIA wind coverage |
| none | 52 | Score Booth #3 | 2200 Westpark Dr | B | \$5,535.84 | \$0.00 | (\$5,536) | no TWIA wind coverage |
| none | 53 | picnic shelter | 2200 Westpark Dr | B | \$3,075.47 | \$0.00 | (\$3,075) | no TWIA wind coverage |
| none | 54 | Picnic shelter #1 | 2200 Westpark Dr | B | \$12,711.94 | \$0.00 | (\$12,712) | no TWIA wind coverage |
| none | 83 | Bath House | 919 Bayou Dr | B | \$299,243.11 | \$0.00 | (\$299,243) | no TWIA wind coverage |
| none | 84 | (2) Picnic Shelters | 919 Bayou Dr | B | \$32,599.97 | \$0.00 | (\$32,600) | no TWIA wind coverage |
| none | 86 | Parking Shelter | 302 W House Street | B | \$5,330.81 | \$0.00 | (\$5,331) | no TWIA wind coverage |
| none | 87 | Storage Bldg | 1080 W Snyder | B | \$17,735.20 | \$0.00 | (\$17,735) | no TWIA wind coverage |
| none | 88 | Fence 1040 ft w/(5) gates | 1080 W Snyder | B | \$19,683.98 | \$0.00 | (\$19,684) | no TWIA wind coverage |
| none | 89 | Chlorine Bldg | 1080 W Snyder | B | \$2,357.86 | \$0.00 | (\$2,358) | no TWIA wind coverage |
| none | 90 | Pump House | 1080 W Snyder | B | \$63,764.72 | \$0.00 | (\$63,765) | no TWIA wind coverage |
| none | 91 | Control Building | 7100 S County Road 160 | B | \$6,253.45 | \$0.00 | (\$6,253) | no TWIA wind coverage |
| none | 92 | Generator-500KW | 7100 S County Road 160 | B | \$179,402.34 | \$0.00 | (\$179,402) | no TWIA wind coverage |
| none | 93 | RES Pump Bldg | 7100 S County Road 160 | B | \$49,207.50 | \$0.00 | (\$49,208) | no TWIA wind coverage |
| none | 94 | Sulfur Dioxide Shed | 7100 S County Road 160 | B | \$5,843.39 | \$0.00 | (\$5,843) | no TWIA wind coverage |
| none | 95 | Chlorine Bldg | 7100 S County Road 160 | B | \$53,000.58 | \$0.00 | (\$53,001) | no TWIA wind coverage |
| none | 96 | Old Storage Bldg | 7100 S County Road 160 | B | \$7,483.64 | \$0.00 | (\$7,484) | no TWIA wind coverage |
| none | 97 | Maintenance Shop | 7100 S County Road 160 | B | \$22,963.50 | \$0.00 | (\$22,964) | no TWIA wind coverage |
| none | 98 | Old Blower Bldg | 7100 S County Road 160 | B | \$35,675.44 | \$0.00 | (\$35,675) | no TWIA wind coverage |
| none | 99 | Generator - ONAN | 7110 CR 160 | B | \$92,264.06 | \$0.00 | (\$92,264) | no TWIA wind coverage |
| none | 100 | Generator - Energy Pac | 110 W Hwy 6 | B | \$61,509.38 | \$0.00 | (\$61,509) | no TWIA wind coverage |
| none | 101 | Storage Bldg | 709 E House Street | B | \$6,150.94 | \$0.00 | (\$6,151) | no TWIA wind coverage |
| none | 101 | Storage Bldg - contents | | C | \$5,000.00 | \$0.00 | (\$5,000) | no TWIA wind coverage |
| none | 102 | Briscoe Concession Bldg - conten | 3625 Natures Way | C | \$50,000.00 | \$0.00 | (\$50,000) | no TWIA wind coverage |
| none | 103 | Elevated Water Tower | 3625 N Bypass | B | \$1,742,765.63 | \$0.00 | (\$1,742,766) | no TWIA wind coverage |
| none | 104 | Animal Control - contents | | C | \$350,000.00 | \$0.00 | (\$350,000) | no TWIA wind coverage |
| none | 105 | Batting Cage | 1060 College Dr | B | \$81,000.00 | \$0.00 | (\$81,000) | no TWIA wind coverage |
| none | 106 | Playground Equipment | 3502 Mustang Rd | B | \$116,437.50 | \$0.00 | (\$116,438) | no TWIA wind coverage |
| none | 107 | Playground Equipment | 1185 S Magnolia | B | \$50,625.00 | \$0.00 | (\$50,625) | no TWIA wind coverage |
| none | 108 | Playground Equipment | 1500 W South St | B | \$15,187.50 | \$0.00 | (\$15,188) | no TWIA wind coverage |
| none | 109 | 10x10 Picnic Shelter | 575 E Hathaway | B | \$7,087.50 | \$0.00 | (\$7,088) | no TWIA wind coverage |
| none | 110 | Fence - Freestanding | 2200 Westpark Dr | B | \$133,650.00 | \$0.00 | (\$133,650) | no TWIA wind coverage |
| none | 111 | Fence - Freestanding | 1060 College Dr | B | \$116,437.50 | \$0.00 | (\$116,438) | no TWIA wind coverage |
| none | 112 | Fence - Freestanding | 1500 W South St | B | \$33,412.50 | \$0.00 | (\$33,413) | no TWIA wind coverage |

NO WIND & Value Comparison Schedule

| | | | | | | | | |
|--------------|-----|---------------------------------|-----------------|---|------------------------|------------------------|-----------------------|-----------------------|
| none | 113 | Park Pavilion | 118 S Magnolia | B | \$49,612.50 | \$0.00 | (\$49,613) | no TWIA wind coverage |
| none | 114 | Bridge | 118 S Magnolia | B | \$113,400.00 | \$0.00 | (\$113,400) | no TWIA wind coverage |
| none | 115 | Park Pavilions | 919 Bayou Dr | B | \$49,612.50 | \$0.00 | (\$49,613) | no TWIA wind coverage |
| none | 116 | Park Pavilion | 3625 Briscoe Dr | B | \$21,262.50 | \$0.00 | (\$21,263) | no TWIA wind coverage |
| none | 117 | Fence - Freestanding (dog park) | 3625 Briscoe Dr | B | \$30,375.00 | \$0.00 | (\$30,375) | no TWIA wind coverage |
| none | 118 | Lights/Light Poles | 3625 Briscoe Dr | B | \$151,875.00 | \$0.00 | (\$151,875) | no TWIA wind coverage |
| none | 119 | Playground Equipment | 3625 Briscoe Dr | B | \$70,875.00 | \$0.00 | (\$70,875) | no TWIA wind coverage |
| TOTAL | | | | | \$32,881,603.13 | \$16,539,726.00 | (\$13,208,262) | |